

16-140

# Tax Collector's Certification

CTY-513

**Tax Deed Application Number**  
1600076

**Date of Tax Deed Application**  
Apr 18, 2016

This is to certify that **BRISINGER FUND 1, LLC**  
**BRISINGER FUND 1, LLC**, holder of **Tax Sale Certificate Number 2014 / 6506**, Issued the 1st Day of June, 2014 and which encumbers the following described property in the county of Escambia, State of Florida, to wit: **11-0016-916**

**Cert Holder:**  
**BRISINGER FUND 1, LLC**  
**BRISINGER FUND 1, LLC**  
**1338 S FOOTHILL DRIVE #129**  
**SALT LAKE CITY, UT 84108**

**Property Owner:**  
**HUNTINGTON PROPERTIES OF**  
**NORTHWEST FLORIDA LLC**  
**106 STONE BLVD**  
**CANTONMENT, FL 32533**  
LOT 6 BLOCK B HUNTINGTON S/D PB 18 PG 83/83A/83B OR  
5543 PB 408

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid, or if the certificate is held by the County, all appropriate fees have been deposited.

Certificates owned by applicant and filed in connection with this application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Interest	Total
2014/6506	11-0016-916	06-01-2014	539.08	28.41	567.49

Certificates redeemed by applicant or included (County) in connection with this tax deed application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Tax Collector's Fee	Interest	Total
2015/6881	11-0016-916	06-01-2015	543.71	6.25	27.19	577.15

**Amounts Certified by Tax Collector (Lines 1-7):**

**Total Amount Paid**

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant	1,144.64
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	494.20
4. Ownership and Encumbrance Report Fee	200.00
5. Tax Deed Application Fee	175.00
6. Total Interest Accrued by Tax Collector Pursuant to Section 197.542, F.S.	
7. Total (Lines 1 - 6)	2,013.84

**Amounts Certified by Clerk of Court (Lines 8-15):**

**Total Amount Paid**

8. Clerk of Court Statutory Fee for Processing Tax Deed	
9. Clerk of Court Certified Mail Charge	
10. Clerk of Court Advertising Charge	
11. Clerk of Court Recording Fee for Certificate of Notice	
12. Sheriff's Fee	
13. Interest Computed by Clerk of Court Pursuant to Section 197.542, F.S.	
14. Total (Lines 8 - 13)	
15. One-half Assessed Value of Homestead Property, if Applicable per F.S.	
16. Other Outstanding Certificates and Delinquent Taxes Not Included in this Application,	
17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable) and 16 (if	
18. Redemption Fee	6.25
19. Total Amount to Redeem	

Done this the 28th day of April, 2016 Janet Holley, Tax Collector of Escambia County

Date of Sale: July 11, 2016

By *Condice deuis*

\*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.  
11-0016-916 2014

TO: Tax Collector of ESCAMBIA COUNTY: JANET HOLLEY

In accordance with the Florida Statutes, I,

BRISINGER FUND 1, LLC  
BRISINGER FUND 1, LLC  
1338 S FOOTHILL DRIVE #129  
SALT LAKE CITY, UT 84108

, holder of the following tax sale certificate hereby surrender same to the Tax Collector and make tax deed application thereon:

Certificate No.	Date	Legal Description
2014/ 6506	06-01-2014	LOT 6 BLOCK B HUNTINGTON S/D PB 18 PG 83/83A/83B OR 5543 PB 408

I agree to pay all delinquent taxes, redeem all outstanding tax certificates not in my possession, pay any omitted taxes, and pay current taxes, if due, covering the land, and pay any interest earned (a) on tax certificates not in my possession, (b) on omitted taxes or (c) on delinquent taxes. I also agree to pay all tax collector's fees, ownership and encumbrance report costs, clerk of the court costs, charges and fees and sheriff's costs, if applicable. Attached is the above- mentioned tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

*Electronic signature on file*

Applicant's Signature

04-18-2016

Date



# Chris Jones Escambia County Property Appraiser

- Real Estate Search
- Tangible Property Search
- Sale List
- Amendment 1/Portability Calculations

[Back](#)

Navigate Mode
  Account
  Reference
 Printer Friendly Version

General Information	Assessments																				
<b>Reference:</b> 061N301000060002 <b>Account:</b> 110016916 <b>Owners:</b> HUNTINGTON PROPERTIES OF NORTHWEST FLORIDA LLC <b>Mail:</b> 106 STONE BLVD CANTONMENT, FL 32533 <b>Situs:</b> 1538 HOLLOW POINT DR 32533 <b>Use Code:</b> VACANT RESIDENTIAL <b>Taxing Authority:</b> COUNTY MSTU <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a> Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #f2f2f2;"> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2015</td> <td>\$24,700</td> <td>\$0</td> <td>\$24,700</td> <td>\$24,700</td> </tr> <tr> <td>2014</td> <td>\$24,700</td> <td>\$0</td> <td>\$24,700</td> <td>\$24,700</td> </tr> <tr> <td>2013</td> <td>\$24,700</td> <td>\$0</td> <td>\$24,700</td> <td>\$23,391</td> </tr> </tbody> </table> <p style="text-align: center;"><a href="#">Disclaimer</a></p> <p style="text-align: center;"><a href="#">Amendment 1/Portability Calculations</a></p>	Year	Land	Imprv	Total	Cap Val	2015	\$24,700	\$0	\$24,700	\$24,700	2014	\$24,700	\$0	\$24,700	\$24,700	2013	\$24,700	\$0	\$24,700	\$23,391
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Sales Data	2015 Certified Roll Exemptions																
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Extra Features																	
None																	

**Parcel Information**

**Section Map Id:** 06-1N-30

**Approx. Acreage:** 0.3192

**Zoned:** LDR

**Evacuation & Flood Information**  
[Open Report](#)

[Launch Interactive Map](#)

[View Florida Department of Environmental Protection\(DEP\) Data](#)

**Buildings**  
Images  
None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

16-140

**Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

**OWNERSHIP AND ENCUMBRANCE REPORT**

File No.: 12656

May 2, 2016

Escambia County Tax Collector

P.O. Box 1312

Pensacola, Florida 32591

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 05-02-1996, through 05-02-2016, and said search reveals the following:

1. THE GRANTEE(S) OF THE LAST DEED(S) OF RECORD IS:

Huntington Properties of Northwest Florida, LLC

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

3. The following unsatisfied mortgages, liens and judgments affecting the land covered by this Report appear of record:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

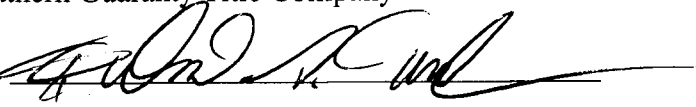
4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

The foregoing report is prepared and furnished for information only, is not intended to constitute or imply any opinion, warranty, guaranty, insurance, or similar assurance as to the status of title, and no determination has been made of the authenticity of any instrument described or referred to herein. The name search for the purposes of determining applicable judgments and liens is limited to the apparent record owner(s) shown herein, No attempt has been made to determine whether the land is subject to liens or assessments which are not shown as existing liens by the public records. The Company's liability hereunder shall not exceed the cost of this Report, or \$1,000.00 whichever is less.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

By: 

May 2, 2016

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 12656

May 2, 2016

**Lot 6, Block B, Huntington Subdivision, as per plat thereof, recorded in Plat Book 18, Page 83, of the Public Records of Escambia County, Florida**

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 12656

May 2, 2016

**UNSATISFIED MORTGAGES, LIENS AND JUDGMENTS AFFECTING THE LAND COVERED BY THIS REPORT THAT APPEAR OF RECORD:**

1. Mortgage executed by Huntington Properties of Northwest Florida, LLC to Beach Community Bank, dated 02/25/2005 and recorded in Official Record Book 5589 on page 222 of the public records of Escambia County, Florida. given to secure the original principal sum of \$1,350,000.00. Assignment of Rents and Leases recorded in O.R. Book 5589, page 230. Additional Advance Agreement recorded in O.R. Book 6045, page 1085. Mortgage Modification recorded in O.R. Book 6600, page 882.
2. Subject to interest of Huntington of Escambia County Homeowners Association.
3. Taxes for the year 2013-2015 delinquent. The assessed value is \$24,700.00. Tax ID 11-0016-916.

**PLEASE NOTE THE FOLLOWING:**

- A. Subject to current year taxes.
- B. Taxes and assessments due now or in subsequent years.
- C. Subject to Easements, Restrictions and Covenants of record.
- D. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- E. Oil, gas and mineral or any other subsurface rights of any kind or nature.

# SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE  
PENSACOLA, FLORIDA 32503

TEL. (850) 478-8121 FAX (850) 476-1437

Email: rcsgt@aol.com

Janet Holley  
Escambia County Tax Collector  
P.O. Box 1312  
Pensacola, FL 32596

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: July 11, 2016

TAX ACCOUNT NO.: 11-0016-916

CERTIFICATE NO.: 2014-6506

In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES NO

- Notify City of Pensacola, P.O. Box 12910, 32521  
 Notify Escambia County, 190 Governmental Center, 32502  
 Homestead for \_\_\_\_\_ tax year.

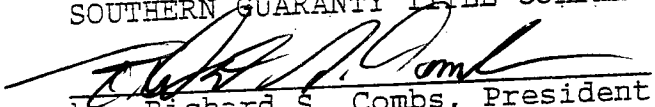
Huntington Properties of  
Northwest Florida, LLC  
106 Stone Blvd.  
Cantonment, FL 32533

Beach Community Bank  
33 West Garden St.  
Pensacola, FL 32502

Huntington of Escambia County HOA  
4400 Bayou Blvd., Ste 35  
Pensacola, FL 32503

Certified and delivered to Escambia County Tax Collector,  
this 2nd day of May, 2016.

SOUTHERN GUARANTY TITLE COMPANY

  
by: Richard S. Combs, President

NOTE: The above listed addresses are based upon current information available, but said addresses are not guaranteed to be true or correct.

Prepared By: Stephen R. Moorhead  
McDonald Fleming Moorhead, Attorneys at Law  
4300 Bayou Blvd. Suite 13  
PENSACOLA, FL 32503  
File Number: 04-0650  
Parcel ID #: 06-1n-30-2001-000-002  
Grantee(s) SS #:

OR BK 5543 PGO408  
Escambia County, Florida  
INSTRUMENT 2004-313356

DEED DOC STAMPS PD 8 ESC CO \$3271.10  
12/17/04 ERNIE LEE HAGANA, CLERK

**WARRANTY DEED  
(INDIVIDUAL)**

27.00  
3271.10  
This WARRANTY DEED, dated 12/13/2004  
by

Ada Mae Cox, a single person  
whose post office address is:  
1301 Williams Ditch Road, Cantonment, FL 32533  
hereinafter called the GRANTOR, to  
Huntington Properties of Northwest Florida, LLC, a Florida limited liability company  
whose post office address is:  
2755 Fenwick Road, Pensacola, FL 32526  
hereinafter called the GRANTEE:

(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in Escambia County, Florida, viz:

**DESCRIPTION AS FURNISHED  
(DESCRIPTION AS PER CHRIS JONES ESCAMBIA COUNTY PROPERTY APPRAISERS OFFICE)**  
THE SOUTHERLY 38 ACRES OF THE WEST 50 ACRES OF LOT 2, EAST LINE OF WHICH SHALL BE A CONTINUATION NORTHERLY AND IN THE SAME DIRECTION OF THE WEST LINE OF MIGUEL HERNANDEZ GRANT UNTIL SAID LINE INTERSECTS NORTH LINE OF LOT 2.

ALSO  
THE NORTHERLY 12 ACRES OF THE WEST 50 ACRES OF LOT 2, EAST LINE OF WHICH SHALL BE A CONTINUATION NORTHERLY AND IN THE SAME DIRECTION OF THE WEST LINE OF MIGUEL HERNANDEZ GRANT UNTIL SAID LINE INTERSECTS NORTH LINE OF LOT 2. (OFFICIAL RECORDS BOOK 558, PAGE 101, LESS OFFICIAL RECORD BOOK 806, PAGE 385, OFFICIAL RECORD BOOK 4215, PAGE 312, LESS OFFICIAL RECORDS 603, PAGE 616, LESS COUNTY ROAD RIGHT-OF-WAY.)

**MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

DESCRIPTION AS PREPARED BY SOUTHEAST SURVEY LAND DESIGN LLC,  
COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 01 DEGREES 51 MINUTES 09 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 33.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WILLIAMS DITCH ROAD (66' R/W) AND THE POINT OF BEGINNING; THENCE GO NORTH 88 DEGREES 56 MINUTES 20 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 377.46 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE GO SOUTH 15 DEGREES 00 MINUTES 32 SECONDS EAST A DISTANCE OF 2029.48 FEET TO THE COMMON CORNER OF THE AFORESAID SECTION 6, AND SECTION 3 TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 13 DEGREES 32 MINUTES 54 SECONDS EAST ALONG THE COMMON LINE OF SAID SECTIONS A DISTANCE OF 1091.54 FEET TO THE COMMON CORNER OF THE AFORESAID SECTIONS 3, & 6, AND SECTIONS 30 & 38, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 88 DEGREES 54 MINUTES 17 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 1060.71 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE GO NORTH 01 DEGREES 51 MINUTES 09 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 6 A DISTANCE OF 3036.28 FEET TO THE POINT OF BEGINNING; THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2005 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby warrants the title to said land and will defend the same against the lawful claims of all persons



whomsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Signature: [Signature]  
Print Name: Dorothy A. Garrett

Signature: Ada Mae Cox  
Ada Mae Cox

Signature: [Signature]  
Print Name: RICHARD M. WILLIAMS

State of Florida  
County of Escambia

THE FOREGOING INSTRUMENT was acknowledged before me this 13th day of December, 2004, by: Ada Mae Cox,  
a single person.

Signature: [Signature]  
Print Name: Dorothy A. Garrett Notary Public

Personally Known  
OR  
 Produced Identification  
Type of Identification Produced Florida Drivers License

Dorothy A. Garrett  
MY COMMISSION # DD083648 EXPIRES  
January 10, 2006  
BONDED THRU TROY FAH INSURANCE, INC.

Prepared by:  
Stephen R. Moorhead, Esquire  
McDonald Fleming Moorhead, Attorneys at Law  
4300 Bayou Blvd., Suite 13  
Pensacola, FL 32503

File No.: 05-0813

### REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

Mortgagors (last name(s) first):

Huntington Properties of Northwest  
Florida, LLC, a Florida limited  
liability company  
2755 Fenwick Road  
Mailing Address  
Pensacola, FL 32526  
City State Zip

Mortgagee:

Beach Community Bank  
33 West Garden Street  
Pensacola, FL 32502

THIS MORTGAGE IS TO BE FILED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF SECTION 679 OF THE FLORIDA STATUTES.

Known All Men By These Presents: That whereas HUNTINGTON PROPERTIES OF NORTHWEST FLORIDA, LLC, a Florida limited liability company (whether one or more, hereinafter called the "Borrower") have become justly indebted to Beach Community Bank with offices in Pensacola, Florida, (together with its successors and assigns, hereinafter called "Mortgagee") in the sum of One Million Three Hundred Fifty Thousand and NO/100 Dollars (\$1,350,000.00) together with interest thereon, as evidenced by a promissory note or notes of even date herewith. (If the maturity date of the note or notes is 20 years or longer, indicate the latest maturity date here:       N/A      ).

This conveyance is intended to be and is a real property Mortgage and a "Security Agreement" governed by the laws of the State of Florida concerning mortgages and the Uniform Commercial Code as adopted in Florida, and is intended to secure the payment of the following (the "Secured Indebtedness"):

A. The existing indebtedness represented by that certain promissory note of even date herewith for the sum of One Million Three Hundred Fifty Thousand and NO/100 DOLLARS (\$1,350,000.00) made by Mortgagor payable to the order of Mortgagee with interest from date until paid at the rate therein specified, the said principal and interest payable in the manner and upon the terms, provisions and conditions set forth in the Note, together with any and all renewals, extensions, modifications, consolidations and extensions thereof;

B. Such future or additional advances as may be made by Mortgagee at the option of Mortgagee to the Mortgagor; provided that, not withstanding the foregoing, the total of all amounts secured hereby shall not exceed at any one time the sum of Two Million Seven Hundred Thousand and NO/100 DOLLARS (\$2,700,000.00); and provided further, that all such advances, notes, claims, demands or liabilities and obligations secured hereby by incurred or arise or come into existence either on or prior to the date of this Mortgage, or on or before twenty (20) years after the date of this Mortgage or within such lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable consideration. The Mortgagor hereby waives, on behalf of himself/herself and his/her successors and assigns, the right to file for record a notice limiting the maximum principal amount which may be secured by this Mortgage as provided for in Florida Statute 697.04(1)(b).

NOW, THEREFORE, in consideration of the premises, and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances) now or hereafter owed by any of the above-named Borrowers to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned Russell Weaver, as manager of Huntington Properties, LLC, a Florida limited liability company (whether one or more, hereinafter called "Mortgagors") do hereby assign, grant, bargain, sell and convey unto Mortgagee the following described real property situated in Escambia County, State of Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

together with all rents and other revenues thereof and all rights (including riparian rights), privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, smoke, fire, and intrusion detection devices, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property."

To Have And To Hold the same and every part thereof unto Mortgagee, its successors and assigns forever.

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including future advances), Mortgagors hereby assign and transfer to Mortgagee, and grant to Mortgagee a security interest in, all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagors, or any of them, located, whether permanently or temporarily, on the mortgaged property, and all building materials, household appliances, equipment, fixtures and fittings now owned or hereafter acquired by Mortgagors, or any of them, located or stored on any other real property, which are or shall be purchased by Mortgagors, or any of them, for the purpose, or with the intention of making improvements on the mortgaged property or to the premises located on said property. The personal property herein transferred includes limitation, all lumber, bricks, building stones, building blocks, sand, cement, roofing materials, paint, doors, windows, storm doors, storm windows, nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building materials, equipment and appliances of every kind and character used or useful in connection with improvements to real property.

For the purpose of further securing the payment of said indebtedness Mortgagors warrant, covenant and agree with Mortgagee, its successors and assigns, as follows:

1. That they are lawfully seized in fee and possessed of the mortgaged property and have a good right to convey the same aforesaid, and they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.
2. That they will pay when due all taxes, assessments, or other liens or mortgages taking priority over this mortgage, and should default be made in the payment of the same, or any part thereof, Mortgagee may pay the same (but Mortgagee is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Mortgagors shall perform all of Mortgagors' obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. Should Mortgagors default in any of such obligations, Mortgagee may perform Mortgagors' obligation (but Mortgagee is not obligated to do

so).

3. That they will keep the buildings on the mortgaged property continuously insured in such amounts, in such manner and with such companies as may be satisfactory to Mortgagee against loss by fire (including so-called extended coverage), wind and such other hazards (including flood and water damage) as Mortgagee may specify from time to time, with loss, if any, payable to Mortgagee under a mortgagee's loss payable clause acceptable to Mortgagee, and will deposit with Mortgagee policies of such insurance or at Mortgagee's election, certificates thereof, and will pay the premiums therefor as the same become due. Mortgagors shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Mortgagors or through an existing policy, Mortgagee may, for reasonable cause, refuse to accept any policy of insurance obtained by Mortgagors. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damage to the mortgaged property from any cause whatever. If Mortgagors fail to keep said property insured as above specified, Mortgagee may insure said property (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind and other hazards for the benefit of Mortgagors and Mortgagee or for the benefit of Mortgagee alone, at Mortgagee's election. The proceeds of such insurance shall be paid by the insurer to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Mortgagors any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Said insurance proceeds, if collected, may be credited on the indebtedness secured by this mortgage, less cost of collection, or may be used in repairing or reconstructing the premises on the mortgaged property, at Mortgagee's election. Any application of the insurance proceeds to repairing or reconstructing the premises on the mortgaged property shall not extend or postpone the due date of any installment payments of the indebtedness hereby secured or reduce the amount of such installments.

4. That commencing upon written request by Mortgagee and continuing until the indebtedness secured hereby is paid in full, Mortgagors will pay to Mortgagee concurrently with, and on the due dates of, payments on the indebtedness hereby secured a sum equal to the ground rents, if any, next due on the mortgaged property, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus water rents, fire district charges, taxes and assessments next due on the mortgaged property (all as estimated by Mortgagee), less any sums already paid to Mortgagee therefor, divided by the number of months or other payment periods to elapse before one month or payment period prior to the date when such ground rents, premiums, water rents, fire district charges, taxes and assessments will become due, such sums to be held by Mortgagee in trust, to pay said ground rents, premiums, water rents, fire district charges, taxes and assessments. All payments mentioned in the preceding sentence and the payments to be made on the indebtedness secured hereby shall be added together and the aggregate amount thereof shall be paid by Mortgagors each month or other payment periods in a single payment to be applied by Mortgagee to the following items in the order set forth: (a) ground rents, taxes, water rents, fire district charges, assessments, fire and other hazard insurance premiums; (b) interest on the indebtedness secured hereby; and (c) the balance, if any, shall be applied toward the payment of the sum hereby secured. Any deficiency in the amount of such aggregate monthly or other periodic payments shall constitute a default under this mortgage. Any excess funds accumulated under this paragraph after payment of the items herein mentioned shall be credited in calculating the monthly or other periodic payments of the same nature required hereunder in the subsequent year; but if the actual amount of any such item shall exceed the estimate therefor, Mortgagors shall without demand forthwith make good the deficiency. Failure by Mortgagors to do so before the due date of such item shall be a default hereunder. If the mortgaged property is sold under foreclosure or is otherwise acquired by Mortgagee after default, any remaining balance of the accumulations under this paragraph shall be credited to the principal of the secured indebtedness as of the date of the foreclosure sale or as of the date the property is otherwise acquired.

5. That they will take good care of the mortgaged property and the personal property described above and will not commit or permit any waste thereon or thereof or the removal of any oil, gas or mineral therefrom, and that they will keep the same repaired and at all times will maintain the same in at least as good condition as it now is, reasonable wear and tear alone excepted. If Mortgagors fail to make repairs to the mortgaged property, Mortgagee may make such repairs at Mortgagor's expense (but Mortgagee is not obligated to do so). Mortgagee, its agents and employees, may enter the mortgaged property and any improvements thereon at any reasonable time

for the purpose of inspecting or repairing such improvements.

6. That all amounts expended by Mortgagee for insurance or for the payment of taxes or assessments or to discharge liens on the mortgaged property or other obligations of Mortgagors or to make repairs to the mortgaged property or any improvements thereon shall become a debt due Mortgagee, shall be payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above, or if no such rate of interest is specified in the note or if the rate specified would be unlawful, at the maximum rate allowed by law from the date of payment by Mortgagee, and such debt and the interest thereon shall be secured by this mortgage. Upon failure of Mortgagors to reimburse Mortgagee for all amounts so expended, at the election of Mortgagee and with or without notice to any person, Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and may foreclose this Mortgage as hereinafter provided or as provided by law.

7. That no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Mortgagors, and that the procurement of insurance or payment of taxes or other liens or assessments or obligations by Mortgagee shall not be taken or deemed as a waiver of the right to accelerate the maturity of the indebtedness hereby secured by reason of the failure of Mortgagors to procure such insurance or to pay such taxes, liens, assessments or obligations, it being agreed by Mortgagors that no terms or conditions contained in this Mortgage can be waived, altered or changed except by a writing signed by Mortgagee.

8. That those Mortgagors who are obligated as the Borrower or as guarantor or endorser to pay the indebtedness hereby secured will well and truly pay and discharge such indebtedness as it shall become due and payable, including the note or notes described above, any renewals or extensions thereof, and any other notes or obligations of such Mortgagors to Mortgagee, whether now or hereafter incurred.

9. In the event a suit shall be instituted to foreclose this Mortgage, Mortgagee, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver for all and singular the Premises and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to Mortgagee, its successors or assigns, without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of the Mortgagor, Mortgagor's legal representatives, successors or assigns, and that such rents, profits, incomes, issues, and revenues shall be applied by such receiver to the payment of the Secured Indebtedness, costs and charges, according to the order of said court. The Mortgagor hereby specifically waives the right to object to the appointment of a receiver as described herein and hereby expressly consents that such appointment shall be made as an admitted equity and is Mortgagee's absolute right, and that the appointment may be done without notice to the Mortgagor. Mortgagor further consents to the appointment of Mortgagee or any officer or employee of Mortgagee as receiver.

10. That they will not cause or allow possession of the mortgaged property to be in any other person or entity to the exclusion of Mortgagors and will not cause or allow all or any part of the mortgaged property or any interest therein to be sold, assigned, transferred or conveyed by Mortgagors, or any of them, without Mortgagee's prior written consent, excluding only (a) the creation of a lien or encumbrance expressly subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) (if the mortgaged property is the Mortgagors' residence) the grant of any leasehold interest of one year or less (including all mandatory or optional renewal periods) not containing an option to purchase. Mortgagee may withhold its consent or may condition its consent to any such transfer of possession of, or an interest in, the mortgaged property upon the transferee's agreeing to pay a greater rate of interest on all or any part of the indebtedness secured by this mortgage, upon Mortgagee's approval of the creditworthiness of the transferee, and upon the transferee's payment to Mortgagee of a reasonable transfer or assumption fee. Upon breach by Mortgagors, or any of them, of the covenants herein contained, Mortgagee may, at its election,

accelerate maturity of the indebtedness hereby secured and proceed to foreclose this mortgage as hereinafter provided or as provided by law.

11. That, except as otherwise expressly disclosed to Mortgagee in writing on the date of this mortgage, no Hazardous Substance (as defined below) has been released or disposed of on or under the mortgaged property by Mortgagors or, to the best of Mortgagors knowledge, by any third party or any predecessor in interest or title to the mortgaged property; no underground storage tanks, whether in use or not in use, are located on or under any part of the mortgaged property; Mortgagors and the mortgaged property are and will remain in compliance with all applicable local, state and federal environmental laws and regulations; no notice has been received by Mortgagors from any governmental authority or any other person claiming violation of any environmental protection law or regulation or demanding payment, indemnity or contribution for any environmental damage or injury to natural resources, relating in any way to the mortgaged property, and Mortgagors will notify Mortgagee promptly in writing if any such notice is hereafter received; and any Hazardous Substance used or produced in Mortgagors business will be used, produced, stored and disposed of in strict compliance with all applicable environmental laws and regulations. Mortgagors will notify mortgagee immediately if any Hazardous Substance is released or discovered on or under the mortgaged property, and Mortgagors will take or cause to be taken such remedial action as may be necessary in order to remedy such released or discovered Hazardous Substance and to obtain certificate of remediation or other certificate of compliance from applicable governmental authorities. At Mortgagee's request, Mortgagors will promptly obtain at Mortgagors' expense, and deliver to Mortgagee an environmental inspection report or will update a previous report, in form acceptable to Mortgagee, prepared by a competent environmental professional reasonably satisfactory to Mortgagee. As used herein, the term "Hazardous Substance" includes, without limitation, any hazardous or toxic substance and any substance or material that is regulated or controlled by the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), the federal Hazardous Materials Transportation Act, the federal Resource Conservation and Recovery Act, the Federal Clean Water Act, the federal Clean Air Act, the federal Toxic Substance Control Act, or any other federal, state or local environmental law, ordinance, or regulation now or hereafter in effect. Mortgagors agree to indemnify Mortgagee against any and all liability and expense (including attorneys' fees and litigation expenses) incurred by Mortgagee on account of breach by Mortgagors of any representation, warranty or covenant set forth in this paragraph. This agreement to indemnify shall survive payment of the secured indebtedness, satisfaction of this mortgage, and foreclosure of this mortgage.

12. That, if this is a construction mortgage, Mortgagors will perform and comply with, or will cause the Borrower to perform and comply with, the terms of any construction loan agreement made with Mortgagee with regard to any improvements to be made on the mortgaged property.

13. That all the covenants and agreements of Mortgagors herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of the successors and assigns of Mortgagee.

14. That the provisions of this mortgage and the note or notes secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this mortgage or of such note or notes. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. A carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.

If the Borrower pays and discharges all the indebtedness hereby secured (including future advances) as the same becomes due and payable, and if Mortgagors in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect thereof, then and in that event only this conveyance and the security interest herein granted shall be and become null and void, but if default is made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof, or if any interest thereon remain unpaid when due, or if default be made in the repayment of any sum expended by Mortgagee under the authority of any provision of this Mortgage, or if the interest of Mortgagee in the mortgaged property or any of the

personal property described above become endangered by reason of the enforcement of any lien or encumbrance thereon, or if a petition to condemn any part of the mortgaged property be filed by any authority, person or entity having power of eminent domain, or if any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the indebtedness hereby secured or permitting or authorizing the deduction of any such tax from the principal or interest secured by this Mortgage or by virtue of which any tax or assessment upon the mortgaged property shall be charged against the owner of this Mortgage, or if at any time any of the covenants contained in this Mortgage or in any note or other evidence of indebtedness secured hereby be declared invalid or unenforceable by any court of competent jurisdiction, or if Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this Mortgage shall be subject to foreclosure at the option of Mortgagee, notice of the exercise of such option being hereby expressly waived by Mortgagors, and Mortgagee shall have the right to enter upon and take possession of the mortgaged property. If an event of default occurs and remains uncured, then in either or any such event, the aggregate sum or sums secured hereby then remaining unpaid, with interest accrued at that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of Mortgagee, or its assigns, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such date, anything in the Note or any instrument or instruments or in this Mortgage to the contrary notwithstanding; and thereupon, or thereafter, at the option of Mortgagee, or its assigns, without notice or demand, suit at law or in equity may be prosecuted as if all moneys secured hereby had matured prior to its institution. The Mortgagee, or its assigns, may do either or both of the following as to the amount so declared due and payable: (i) bring an action to enforce payment of the amount so declared due and payable, with or without bringing an action to foreclose this Mortgage; and/or (ii) foreclose this mortgage as to the amount so declared due and payable, and the Premises, or any part or parts thereof, in one or more sales as determined by Mortgagee, shall be sold to satisfy and pay the same with costs, expenses and allowances. In addition, Mortgagee shall also be entitled to take such action and avail itself of such remedies as may be available under the Uniform Commercial Code in effect in the State of Florida.

**PARTIAL RELEASE OF MORTGAGE.** The Mortgagee agrees to release portions of the mortgaged property from the lien of this Mortgage, provided that no default has occurred, on the following terms and conditions:

A. The portions to be released shall consist of individual lots in Huntington Subdivision, and shall be described in accordance with a recorded subdivision plat that is satisfactory to the Lender.

B. The releases shall be made only in connection with good faith sales of lots to unrelated individual purchasers.

C. The Borrower shall pay the Mortgagee a release price equal to \$21,000.00 or the balance secured by this Mortgage, whichever is less.

D. Each request for a release shall include a field survey of the area to be released if the Mortgagee so requests, a release instrument in form and substance satisfactory to the Mortgagee, and certified funds for the appropriate amount.

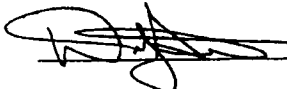
E. Mortgagee shall not be obligated to deliver any release unless the real estate remaining subject to the lien of this Mortgage has a right of access to a public highway for vehicles and pedestrians; has a right of access to then existing utility and service facilities for providing all or any part of the Mortgaged Premises with water, sanitary sewer, storm sewer, electricity, gas, and street lighting services; complies in all respects with applicable zoning and subdivision ordinances; and meets all other requirements of law.

F. All costs incident to the preparation and recordation of release documents shall be borne by the Borrower.

(Mark if Applicable) This is a construction mortgage that secures an obligation incurred for the construction of an improvement on land (and may include the acquisition cost of the land).

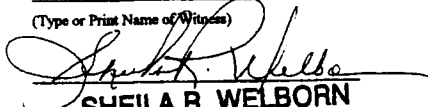
In Witness Whereof, each of the undersigned has hereunto set his or her signature and seal, or has caused this instrument to be executed by its officer(s), partner(s), member(s), or agent(s) thereunto duly authorized, this 25<sup>th</sup> day of February, 2005.

HUNTINGTON PROPERTIES OF NORTHWEST FLORIDA, LLC, a Florida limited liability company



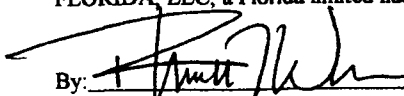
**DOROTHY A. GARRETT**

(Type or Print Name of Witness)




**SHEILA R. WELBORN**

(Type or Print Name of Witness)

By:  (Seal)

Russell Weaver, its manager

By: 

Cody Rawson, its manager

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of February, 2005, by Russell Weaver and Cody Rawson, as managers of Huntington Properties of Northwest Florida, LLC, a Florida limited liability company.

  
**DOROTHY A. GARRETT** Notary Public

Personally Known To Me  
OR  
 Produced Identification  
Type of Identification Produced \_\_\_\_\_



Dorothy A. Garrett  
MY COMMISSION # DD083448 EXPIRES  
January 10, 2006  
BONDED THRU TROY FAIR INSURANCE, INC.



File Number: 05-0813

## FULL LEGAL

Exhibit "A" to

**DESCRIPTION AS FURNISHED  
(DESCRIPTION AS PER CHRIS JONES ESCAMBIA COUNTY PROPERTY APPRAISERS OFFICE)**

**THE SOUTHERLY 38 ACRES OF THE WEST 50 ACRES OF LOT 2, EAST LINE OF WHICH SHALL BE A CONTINUATION NORTHERLY AND IN THE SAME DIRECTION OF THE WEST LINE OF MIGUEL HERNANDEZ GRANT UNTIL SAID LINE INTERSECTS NORTH LINE OF LOT 2.  
ALSO**

**THE NORTHERLY 12 ACRES OF THE WEST 50 ACRES OF LOT 2, EAST LINE OF WHICH SHALL BE A CONTINUATION NORTHERLY AND IN THE SAME DIRECTION OF THE WEST LINE OF MIGUEL HERNANDEZ GRANT UNTIL SAID LINE INTERSECTS NORTH LINE OF LOT 2.  
(OFFICIAL RECORDS BOOK 558, PAGE 101, LESS OFFICIAL RECORD BOOK 806, PAGE 385, OFFICIAL RECORD BOOK 4215, PAGE 312, LESS OFFICIAL RECORDS 603, PAGE 616, LESS COUNTY ROAD RIGHT-OF-WAY.)**

**MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**DESCRIPTION AS PREPARED BY SOUTHEAST SURVEY LAND DESIGN LLC,  
COMMENCE AT THE NORTHWEST CORNER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 01 DEGREES 51 MINUTES 09 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION A DISTANCE OF 33.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF WILLIAMS DITCH ROAD (66' R/W) AND THE POINT OF BEGINNING; THENCE GO NORTH 88 DEGREES 56 MINUTES 20 SECONDS EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 377.46 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE GO SOUTH 15 DEGREES 00 MINUTES 32 SECONDS EAST A DISTANCE OF 2029.48 FEET TO THE COMMON CORNER OF THE AFORESAID SECTION 6, AND SECTION 3 TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 13 DEGREES 32 MINUTES 54 SECONDS EAST ALONG THE COMMON LINE OF SAID SECTIONS A DISTANCE OF 1091.54 FEET TO THE COMMON CORNER OF THE AFORESAID SECTIONS 3, & 6, AND SECTIONS 30 & 38, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 88 DEGREES 54 MINUTES 17 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 1060.71 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE GO NORTH 01 DEGREES 51 MINUTES 09 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 6 A DISTANCE OF 3036.28 FEET TO THE POINT OF BEGINNING; THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA.**

THIS INSTRUMENT PREPARED BY:  
**Suzanne Blankenship, Esquire**  
**McDonald Fleming Moorhead**  
**Attorneys At Law**  
**25 West Government Street**  
**Pensacola, FL 32502**  
**File Number: SGB-06-1720**

**ADDITIONAL ADVANCE AGREEMENT**

THIS ADDITIONAL ADVANCE AGREEMENT is made and entered into this 5th day of December, 2006, by and between **Huntington Properties of Northwest Florida, LLC, a Florida limited liability company**, hereinafter the "Mortgagor," and **BEACH COMMUNITY BANK**, hereinafter the "Lender."

WHEREAS, Mortgagor did make and deliver to Lender that certain promissory note and mortgage ("Mortgage") dated February 25, 2005, which Mortgage was recorded in Official Records Book 5589 at page 222, of the public records of Escambia County, Florida, in the principal sum of One Million Three Hundred Fifty Thousand and NO/100 Dollars (\$1,350,000.00), upon which documentary stamps and intangible taxes were paid at the time of recording, which Mortgage mortgaged the property therein described to secure the payment of the promissory note therein described ( the "Note 1") and that the Mortgage did contain a provision securing future advances if made by Lender to Mortgagor, and

WHEREAS, the unpaid balance of the Mortgage is now One Million Thirty Nine Thousand Six Hundred Two and 89/100 Dollars (\$1,039,602.89) and Mortgagor has this date borrowed an additional sum in the amount of Eight Hundred Thousand and NO/100 Dollars (\$800,00.00) from Lender thereby increasing the current total indebtedness from Mortgagor to Lender to One Million Eight Hundred Thirty Nine Thousand Six Hundred Two and 89/100 Dollars (\$1,839,602.89), and as evidence thereof has executed an additional promissory note of even date herewith repayable according to the terms thereof (the "Note 2"), and

WHEREAS, this instrument is executed to further evidence the additional advance made at the option of Lender pursuant to the request of the Mortgagor under the future advance provision of the Mortgage.

NOW, THEREFORE, in consideration of the premises and of other good and valuable consideration, the parties, Mortgagor and Lender, do hereby covenant, promise and agree as follows:

1. Adoption of Recitals. The parties adopt each and all of the above recitals, each of which the parties represent as being true and correct.

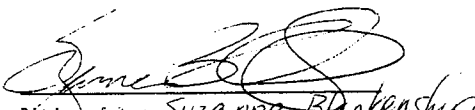
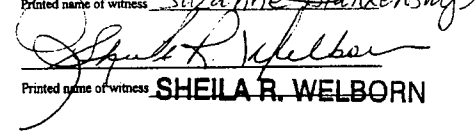
2. Additional Advance. Mortgagor hereby borrows an additional sum in the amount of Eight Hundred Thousand and NO/100 (\$800,000.00) from Lender that shall be secured by the Mortgage. The total amount advanced to date is Two Million One Hundred Fifty Thousand and NO/100 (\$2,150,000.00); however, the debt has been paid down so that the current total indebtedness is One Million Eight Hundred Thirty Nine Thousand Six Hundred Two and 89/100 (\$1,839,602.89).

3. Ratification of Mortgage. That except as provided, the Mortgage shall remain unaffected, unchanged and unimpaired, and Mortgagor shall remain liable to the Lender under the terms of the Mortgage in every particular as set forth therein, except as modified by this agreement.

4. Acknowledgment of Mortgagor. Mortgagor covenants that Mortgagor is the owner of the property described in the Mortgage and that there are no other liens or claims against it; and in consideration of the premises and of the making by Lender of the advance evidenced hereby, Mortgagor does acknowledge, covenant and agree that the Mortgage secures the payment of the advance evidenced by this agreement, as well as all the former indebtedness thereunder made by Lender to Mortgagor, and that the Mortgage is binding upon Mortgagor and the heirs, executors, administrators and assigns of Mortgagor.

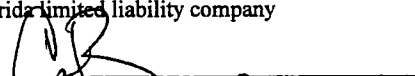
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed this 5th day of December, 2006.

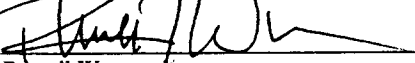
WITNESSES:

  
Printed name of witness Suzanne Blankenship  
  
Printed name of witness **SHEILA R. WELBORN**

MORTGAGOR:

Huntington Properties of Northwest Florida, LLC, a Florida limited liability company


By:   
Cody Rawson, its manager

By:   
Russell Weaver, its manager

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of December, 2006, by Cody Rawson and Russell Weaver, as managers of Huntington Properties of Northwest Florida, LLC, a Florida limited liability company.

  
NOTARY PUBLIC

Personally Known  
OR  
 Produced Identification  
Type of Identification Produced \_\_\_\_\_



WITNESSES:

LENDER:

BEACH COMMUNITY BANK

Catherine R. Brown  
Printed name of witness: Catherine R. Brown

By: Keith D. Parks ITS Senior Vice President

Dorothy A. Garrett  
Printed name of witness: Dorothy A. Garrett

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of December, 2006, by Keith D. Parks as Sr Vice President of Beach Community Bank.



Catherine R. Brown  
NOTARY PUBLIC

Personally Known  
OR  
 Produced Identification  
Type of Identification Produced \_\_\_\_\_

This instrument was prepared by:  
Richard M. Colbert, Esq.  
Beach Title Services, LLC  
4 Laguna Street, Suite 101  
Fort Walton Beach, FL 32548

1750  
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**AGREEMENT MODIFYING REAL ESTATE MORTGAGE  
AND SECURITY AGREEMENT**

THIS AGREEMENT MODIFYING REAL ESTATE MORTGAGE AND SECURITY AGREEMENT is made as of the date set forth below by and between HUNTINGTON PROPERTIES OF NORTHWEST FLORIDA, LLC, a Florida limited liability company (the "Mortgagor"), and BEACH COMMUNITY BANK (the "Mortgagee") for the following uses and purposes:

**RECITALS:**

A. Mortgagor has previously executed in favor of Mortgagee that certain Real Estate Mortgage and Security Agreement dated February 25, 2005, recorded in Official Records Book 5589, Page 222, Public Records of Escambia County, Florida (the "Mortgage"), which Mortgage secures the indebtedness of Mortgagor to Mortgagee as evidenced by that certain promissory note dated November 13, 2009 in the original principal amount of \$397,570.16 (the "Huntington Properties Note"), which Huntington Properties Note has a current outstanding principal balance of \$364,333.58.

B. Palmer Place Properties, LLC, a Florida limited liability company (hereinafter "Palmer Place"), has previously executed in favor of Mortgagee: (i) that certain promissory note dated November 23, 2009, in the original principal amount of \$761,225.91 (the "Palmer Place First Note"), which Palmer Place First Note has a current outstanding principal balance of \$761,225.91; and (ii) that certain promissory note dated November 23, 2009, in the original principal amount of \$505,494.51 (the "Palmer Place Second Note"), which Palmer Place Second Note has a current outstanding principal balance of \$505,494.51.

C. Aspen Creek, LLC, a Florida limited liability company (hereinafter "Aspen Creek"), has previously executed in favor of Mortgagee: (i) that certain promissory note dated May 13, 2009, in the original principal amount of \$217,686.13 (the "Aspen Creek First Note"), which Aspen Creek First Note has a current outstanding principal balance of \$135,596.43; and (ii) that certain promissory note dated May 13, 2009, in the original principal amount of \$203,018.79 (the "Aspen Creek Second Note"), which Aspen Creek Second Note has a current outstanding principal balance of \$114,088.29.

D. Mortgagor, Palmer Place and Aspen Creek (collectively the "Borrowers"), have, on even date herewith, executed in favor of Mortgagee that certain renewal promissory note in the original principal amount of \$1,880,738.72 (the "Renewal Note"), pursuant to which the indebtedness evidenced by the Huntington Properties Note, Palmer Place First Note, Palmer Place Second Note, Aspen Creek First Note, and Aspen Creek Second Note is consolidated and renewed, and the parties hereto desire to modify the Mortgage to expressly secure the Renewal Note.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, Mortgagor and Mortgagee hereby covenant and agree as follows:

1. Renewal Note. The Mortgage shall secure the obligations of Borrowers to Mortgagee as evidenced by the Renewal Note, and all renewals thereof, together with interest thereon until paid at the rate specified therein, the said principal and interest being payable in the manner and upon the terms, provisions and conditions set forth therein.

2. Ratification and Confirmation. Except as amended hereby, all other terms and conditions of the Mortgage shall remain in full force and effect, and Mortgagor and Mortgagee

hereby ratify and confirm the terms and conditions thereof. Mortgagor represents and warrants to Mortgagee that Mortgagor has no counterclaims, setoffs or defenses to the rights of Mortgagee under the Mortgage, as amended hereby, the Renewal Note, or any other document or instrument evidencing, securing or otherwise executed in connection with any indebtedness of Mortgagor to Mortgagee.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have executed this Agreement Modifying Real Estate Mortgage and Security Agreement effective as of the \_\_\_ day of May, 2010.

MORTGAGOR:  
HUNTINGTON PROPERTIES OF NORTHWEST FLORIDA, LLC, a Florida limited liability company

By: [Signature]  
CODY L. RAWSON, Managing Member

MORTGAGEE:  
BEACH COMMUNITY BANK

By: [Signature]  
BRIAN P. BELL  
Its: Senior Vice President

STATE OF ~~FLORIDA~~ Alaska

COUNTY OF Baldwin

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of May, 2010, by Cody L. Rawson, Managing Member of Huntington Properties of Northwest Florida, LLC, a Florida limited liability company, on behalf of the company, who  is personally known to me, or ( ) has shown me \_\_\_\_\_ as identification. He did not take an oath.

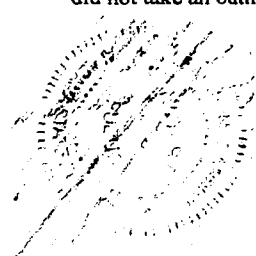


[Signature]  
NOTARY PUBLIC  
Leanna M. Collier  
(Print/Type Name)  
Commission No.:  
My Commission Expires:

STATE OF ~~FLORIDA~~ Alaska

COUNTY OF Baldwin

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of May, 2010, by Brian P. Bell, the Senior Vice President of Beach Community Bank, on behalf of the Bank, who ( ) is personally known to me, or  has shown me \_\_\_\_\_ as identification. He did not take an oath.



[Signature]  
NOTARY PUBLIC  
Leanna M. Collier  
(Print/Type Name)  
Commission No.:  
My Commission Expires:

**PAM CHILDERS**  
 CLERK OF THE CIRCUIT COURT  
 ARCHIVES AND RECORDS  
 CHILDSUPPORT  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
 COUNTY CIVIL  
 COUNTY CRIMINAL  
 DOMESTIC RELATIONS  
 FAMILY LAW  
 JURY ASSEMBLY  
 JUVENILE  
 MENTAL HEALTH  
 MIS  
 OPERATIONAL SERVICES  
 PROBATE  
 TRAFFIC



**BRANCH OFFICES**  
**ARCHIVES AND RECORDS**  
**JUVENILE DIVISION**  
**CENTURY**

CLERK TO THE BOARD OF  
 COUNTY COMMISSIONERS  
 OFFICIAL RECORDS  
 COUNTY TREASURY  
 AUDITOR

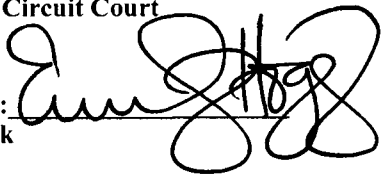
**COUNTY OF ESCAMBIA**  
**OFFICE OF THE**  
**CLERK OF THE CIRCUIT COURT**

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT**  
**Tax Certificate Redeemed From Sale**  
**Account: 110016916 Certificate Number: 006506 of 2014**

**Payor: RAWSON & COMPANY 106 STONE BLVD CANTONMENT, FL 32533      Date 05/23/2016**

Clerk's Check #	117163	Clerk's Total	<del>\$470.25</del>
Tax Collector Check #	1	Tax Collector's Total	<del>\$2,110.71</del> 2187.05
		Postage	<del>\$21.35</del>
		Researcher Copies	\$15.00
		Total Received	\$2,617.32

**PAM CHILDERS**  
 Clerk of the Circuit Court

Received By:   
 Deputy Clerk

**PAM CHILDERS**  
 CLERK OF THE CIRCUIT COURT  
 ARCHIVES AND RECORDS  
 CHILDSUPPORT  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
 COUNTY CIVIL  
 COUNTY CRIMINAL  
 DOMESTIC RELATIONS  
 FAMILY LAW  
 JURY ASSEMBLY  
 JUVENILE  
 MENTAL HEALTH  
 MIS  
 OPERATIONAL SERVICES  
 PROBATE  
 TRAFFIC



**BRANCH OFFICES**  
**ARCHIVES AND RECORDS**  
**JUVENILE DIVISION**  
**CENTURY**

CLERK TO THE BOARD OF  
 COUNTY COMMISSIONERS  
 OFFICIAL RECORDS  
 COUNTY TREASURY  
 AUDITOR

**COUNTY OF ESCAMBIA**  
**OFFICE OF THE**  
**CLERK OF THE CIRCUIT COURT**

**Case # 2014 TD 006506**  
**Redeemed Date 05/23/2016**

**Name RAWSON & COMPANY 106 STONE BLVD CANTONMENT, FL 32533**

Clerk's Total = TAXDEED	\$4,102.25	
Due Tax Collector = TAXDEED	\$2,110.71	2187.05
<del>Postage = TD2</del>	<del>\$21.86</del>	
ResearcherCopies = TD6	\$15.00	

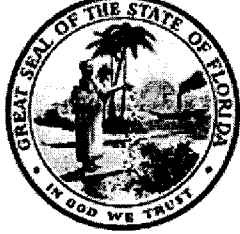
• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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**FINANCIAL SUMMARY**

No Information Available - See Dockets





**PAM CHILDERS**  
**CLERK OF THE CIRCUIT COURT**  
**ESCAMBIA COUNTY, FLORIDA**

**Tax Deed - Redemption Calculator**  
**Account: 110016916 Certificate Number: 006506 of 2014**

Redemption  Yes   
 Application Date   
 Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="07/11/2016"/>	Redemption Date <input type="text" value="05/23/2016"/>
Months	3	1
Tax Collector	<input type="text" value="\$2,013.84"/>	<input type="text" value="\$2,013.84"/>
Tax Collector Interest	\$90.62	\$30.21
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$2,110.71	<input type="text" value="\$2,050.30"/> TC
Clerk Fee	<input type="text" value="\$130.00"/>	<input type="text" value="\$130.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$200.00"/>	<input type="text" value="\$200.00"/>
App. Fee Interest	\$20.25	\$6.75
Total Clerk	\$470.25	<input type="text" value="\$456.75"/> CA
Postage	<input type="text" value="\$21.36"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$15.00"/>	<input type="text" value="\$15.00"/>
Total Redemption Amount	\$2,617.32	<input type="text" value="\$2,522.05 - 120 - 200 = \$2202.05"/>
Repayment Overpayment Refund Amount		\$95.27

Notes ACUTAL SHERIFF \$80.00  
 5/10/16 Leanna with roads inc called for a info told her  
 \$2202.05 IF PAID BY 5/25/16. EBH leanna@roadsinc.com



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

June 3, 2016

BRISINGER FUND 1 LLC  
1338 S FOOTHILL DRIVE #129  
SALT LAKE CITY UT 84108

Dear Certificate Holder:

The records of this office show that an application for a tax deed had been made on the property represented by the numbered certificate listed below. The property redeemed prior to sale; therefore your application fees are now refundable.

TAX CERT	APP FEES	INTEREST	TOTAL
2014 TD 004181	\$450.00	\$6.75	\$456.75
2014 TD 006482	\$450.00	\$6.75	\$456.75
2014 TD 006506	\$450.00	\$6.75	\$456.75

**TOTAL \$1,370.25**

Very truly yours,

PAM CHILDERS  
Clerk of Circuit Court

By:

  
Emily Hogg  
Tax Deed Division