

# Tax Collector's Certification

CTY-513

**Tax Deed Application Number**  
1700667

**Date of Tax Deed Application**  
Aug 04, 2017

This is to certify that **GTURN LLC AND GHETT TL LLC PAR CITIBANK, N.A., AS COLLATERAL**, holder of **Tax Sale Certificate Number 2015 / 6953**, Issued the 1st Day of June, 2015 and which encumbers the following described property in the county of Escambia County, State of Florida, to wit: **11-0213-518**

Cert Holder:  
**GTURN LLC AND GHETT TL LLC PAR CITIBANK, N.A., AS COLLATERAL**  
**4747 EXECUTIVE DRIVE SUITE 510 SAN DIEGO, CA 92121**

Property Owner:  
**BROWN ALFRED WAYNE TRUSTEE FOR BROWN ALFRED WAYNE TRUST**  
**PO BOX 15566**  
**PENSACOLA, FL 32514**  
LT 6 BLK A KINGS ROAD PHASE I PB 13 P 72 A&B OR 6542 P 996

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
2015/6953	11-0213-518	06/01/2015	2,625.66	131.28	2,756.94

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
2017/6144	11-0213-518	06/01/2017	2,651.36	6.25	132.57	2,790.18
2016/6356	11-0213-518	06/01/2016	2,640.73	6.25	132.04	2,779.02

**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	8,326.14
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	0.00
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)	8,701.14

**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.	96,769.00
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 9th day of August, 2017 Scott Lunsford, Tax Collector of Escambia County

Date of Sale: 3/5/18

By

\*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.  
11-0213-518 2015

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 1700667

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

GTURN LLC AND GHETT TL LLC PAR CITIBANK, N.A., AS COLLATERAL  
4747 EXECUTIVE DRIVE SUITE 510  
SAN DIEGO, CA 92121,

hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
11-0213-518	2015/6953	06-01-2015	LT 6 BLK A KINGS ROAD PHASE I PB 13 P 72 A&B OR 6542 P 996

I agree to:

- pay any current taxes, if due and
- redeem all outstanding tax certificates plus interest not in my possession, and
- pay all delinquent and omitted taxes, plus interest covering the property.
- 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 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  
GTURN LLC AND GHETT TL LLC PAR CITIBANK, N.A.,  
AS COLLATERAL  
4747 EXECUTIVE DRIVE SUITE 510  
SAN DIEGO, CA 92121

08-04-2017  
Application Date

\_\_\_\_\_  
Applicant's signature



# 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	
<b>Reference:</b>	191N300950006001
<b>Account:</b>	110213518
<b>Owners:</b>	BROWN ALFRED WAYNE TRUSTEE FOR BROWN ALFRED WAYNE TRUST
<b>Mail:</b>	PO BOX 15566 PENSACOLA, FL 32514
<b>Situs:</b>	1501 KINGS RD 32533
<b>Use Code:</b>	SINGLE FAMILY RESID
<b>Taxing Authority:</b>	COUNTY MSTU
<b>Schools (Elem/Int/High):</b>	RC LIPSCOMB/RANSOM/TATE
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector	

Assessments				
Year	Land	Imprv	Total	Cap Val
2017	\$38,475	\$188,329	\$226,804	\$197,602
2016	\$38,475	\$184,788	\$223,263	\$193,538
2015	\$38,475	\$175,243	\$213,718	\$192,193

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

★ [File for New Homestead Exemption Online](#)

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
09/06/2016	7589	335	\$100	WD	<a href="#">View Instr</a>
12/21/2009	6542	996	\$250,000	WD	<a href="#">View Instr</a>
06/2007	6173	149	\$434,800	WD	<a href="#">View Instr</a>
06/2004	5455	1008	\$100	WD	<a href="#">View Instr</a>
01/2003	5048	1947	\$180,000	WD	<a href="#">View Instr</a>
11/1993	3468	861	\$150,600	WD	<a href="#">View Instr</a>

Official Records Inquiry courtesy of Pam Childers  
Escambia County Clerk of the Circuit Court and Comptroller

2017 Certified Roll Exemptions
HOMESTEAD EXEMPTION

Legal Description
LT 6 BLK A KINGS ROAD PHASE I PB 13 P 72 A&B OR 6542 P 996 OR 7589 P 335

Extra Features
POOL

**Parcel Information** [Launch Interactive Map](#)

**Section Map Id:**  
19-1N-30-1

**Approx. Acreage:**  
0.4549


**Zoned:**   
MDR

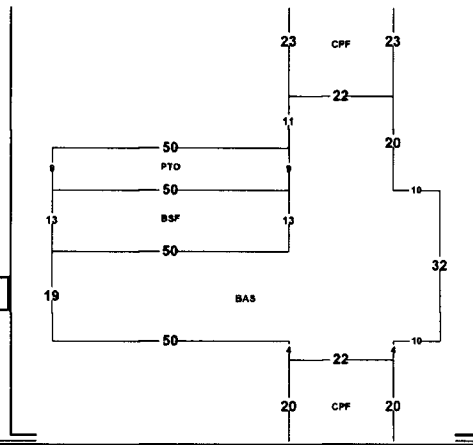
**Evacuation & Flood Information**  
[Open Report](#)

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

Buildings
Address: 1501 KINGS RD, Year Built: 1988, Effective Year: 1988
<b>Structural Elements</b> DECOR/MILLWORK-ABOVE AVERAGE

**DWELLING UNITS-1**  
**EXTERIOR WALL-STUCCO**  
**FLOOR COVER-CARPET**  
**FOUNDATION-SLAB ON GRADE**  
**HEAT/AIR-CENTRAL H/AC**  
**INTERIOR WALL-DRYWALL-PLASTER**  
**NO. PLUMBING FIXTURES-10**  
**NO. STORIES-1**  
**ROOF COVER-DIMEN/ARCH SHNG**  
**ROOF FRAMING-HIP-HI PITCH**  
**STORY HEIGHT-0**  
**STRUCTURAL FRAME-WOOD FRAME**

 Areas - 4548 Total SF  
**BASE AREA - 2502**  
**BASE SEMI FIN - 650**  
**CARPORT FIN - 946**  
**PATIO - 450**



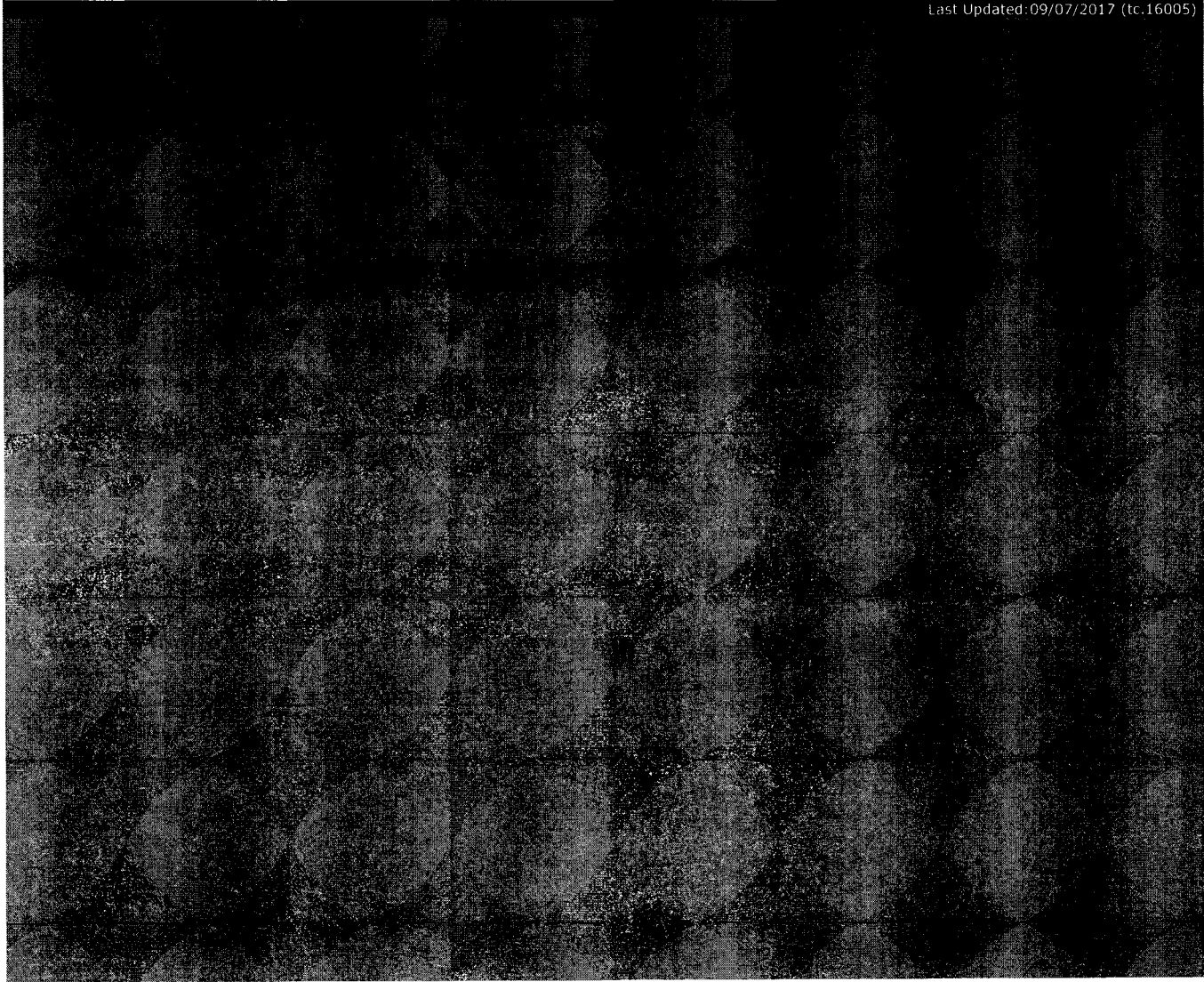
Images



6/20/13

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.

Last Updated: 09/07/2017 (tc.16005)



**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



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

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

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

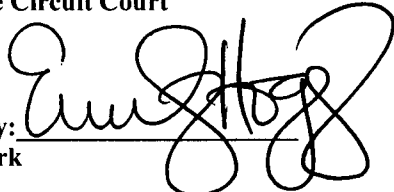
**PAM CHILDERS, CLERK OF THE CIRCUIT COURT  
 Tax Certificate Redeemed From Sale  
 Account: 110213518 Certificate Number: 006953 of 2015**

**Payor: ALFRED W BROWN 98 WEED ST PENSACOLA, FL 32514      Date 09/27/2017**

Clerk's Check #	178010558	Clerk's Total	\$497.25
Tax Collector Check #	1	Tax Collector's Total	<del>\$9,621.01</del>
		Postage	<del>\$68.00</del>
		Researcher Copies	<del>\$40.00</del>
		Total Received	<del>\$10,218.26</del>

**\$8,974.66**

**PAM CHILDERS  
 Clerk of the Circuit Court**

Received By:   
 Deputy Clerk

**Escambia County Government Complex • 221 Palafox Place Ste 110 • PENSACOLA, FLORIDA 32502  
 (850) 595-3793 • FAX (850) 595-4827 • <http://www.clerk.co.escambia.fl.us>**

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



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

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

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

**Case # 2015 TD 006953  
 Redeemed Date 09/27/2017**

**Name ALFRED W BROWN 98 WEED ST PENSACOLA, FL 32514**

Clerk's Total = TAXDEED	\$497.25	
Due Tax Collector = TAXDEED	<del>\$9,621.01</del>	\$8,974.66
Postage = TD2	\$60.00	
ResearcherCopies = TD6	\$40.00	

• 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: 110213518 Certificate Number: 006953 of 2015**

Redemption  Yes  No     
 Application Date      
 Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="03/05/2018"/>	Redemption Date <input type="text" value="09/07/2017"/>
Months	7	1
Tax Collector	<input type="text" value="\$8,701.14"/>	<input type="text" value="\$8,701.14"/>
Tax Collector Interest	\$913.62	\$130.52
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
<b>Total Tax Collector</b>	\$9,621.01	<input type="text" value="\$8,837.91"/> 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	\$47.25	\$6.75
<b>Total Clerk</b>	\$497.25	<input type="text" value="\$456.75"/> CH
Postage	<input type="text" value="\$60.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$40.00"/>	<input type="text" value="\$0.00"/>
<b>Total Redemption Amount</b>	\$10,218.26	\$9,294.66
	Repayment Overpayment Refund Amount	\$923.60



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

October 3, 2017

GTURN LLC AND GHETT TL LLC PAR CITIBANK NA AS COLLATERAL  
4747 EXECUTIVE DRIVE SUITE 510  
SAN DIEGO CA 92121

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
2015 TD 006953	\$450.00	\$6.75	\$456.75

**TOTAL \$456.75**

Very truly yours,

PAM CHILDERS  
Clerk of Circuit Court

By:

  
Emily Hogg  
Tax Deed Division



**Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B  
Pensacola, Florida 32503  
Telephone: 850-478-8121  
Facsimile: 850-476-1437

18-144  
Redeemed

**OWNERSHIP AND ENCUMBRANCE REPORT**

File No.: 14148

January 3, 2018

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 01-03-1998, through 01-03-2018, and said search reveals the following:

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

Alfred Wayne Brown, Trustee of the Alfred Wayne Brown Trust dated 09/06/2010

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

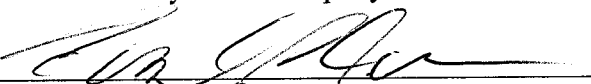
4. Taxes:

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: 

January 3, 2018

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 14148

January 3, 2018

**Lot 6, Block A, Kings Road Phase 1, as per plat thereof, recorded in Plat Book 13, Page 72, of the Public Records of Escambia County, Florida**

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 14148

January 3, 2018

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

1. That certain mortgage executed by Alfred Wayne Brown in favor of Sheila Fay Brown Henley, Judy Brown Chavers and Gene Hamilton Brown, Trustees of the Willard B. Brown Trust dated 12/21/2009 and recorded 12/21/2009 in Official Records Book 6542, page 1000 of the public records of Escambia County, Florida, in the original amount of \$250,000.00.
2. All delinquent taxes redeemed. 2017 Taxes due. The assessed value is \$226,804.00. Tax ID 11-0213-518.

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

Scott Lunsford  
Escambia County Tax Collector  
P.O. Box 1312  
Pensacola, FL 32591

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 3-5-2018

TAX ACCOUNT NO.: 11-0213-518

CERTIFICATE NO.: 2015-6953

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

      X   Notify City of Pensacola, P.O. Box 12910, 32521

      X   Notify Escambia County, 190 Governmental Center, 32502

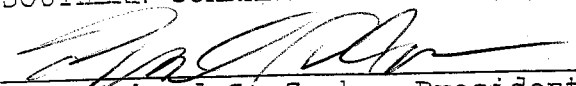
  X       Homestead for 2017 tax year.

Alfred Wayne Brown, Trustee  
P.O. Box 15566  
Pensacola, FL 32514  
and  
1501 Kings Rd.  
Cantonment, FL 32533

Sheila Henley, Judy Chavers &  
Gene Brown, Trustees  
P.O. Box 15386  
Pensacola, FL 32514

Certified and delivered to Escambia County Tax Collector,  
this 5th day of January, 2018.

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 and return to:  
J. Mark Fisher, Esq., 181 Eglin Pkwy, NE  
Ft. Walton Beach, FL 32548  
(850) 244-8989 or Toll Free 1-800-977-9733

The preparer hereof has not been requested  
to provide the accuracy of the legal  
description and assumes no liability for the same.

Property Appraiser's Parcel  
Identification No.: 191N300950006001  
(H)

#### WARRANTY DEED

This Warranty Deed, executed September 6, 2016, between **ALFRED WAYNE BROWN**, a single man, of the County of Escambia, State of Florida, (GRANTOR), whose post office address is P. O. Box 15566, Pensacola, FL 32514 and **ALFRED WAYNE BROWN, TRUSTEE**, or his successor in Trust under **THE ALFRED WAYNE BROWN TRUST DATED SEPTEMBER 6, 2016**, and any amendments thereto, (GRANTEE), of the State of Florida, County of Escambia, whose post office address is P. O. Box 15566, Pensacola, FL 32514.

THE GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, to said GRANTOR in hand paid by said GRANTEE, the receipt of which is hereby acknowledged, has granted, conveyed, bargained and sold to said GRANTEE and GRANTEE'S successors, and assigns forever the following described land situate in **Escambia** County, Florida, to wit:

**Lot 6, Block A, Kings Road Phase 1, according to the map or plat thereof, as recorded in Plat Book 13, Page 72 of the Public Records of Escambia County, Florida.**

and said GRANTOR does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever. Where used herein the terms GRANTOR, GRANTEE and TRUSTEE shall be construed as singular or plural as the context requires.

The Trust beneficiary is **ALFRED WAYNE BROWN** and he retains the right to reside upon, use and possess the above identified property for the remainder of his life.

This property is being transferred without consideration as a result of GRANTOR'S estate planning decisions, into GRANTOR'S Living Revocable Trust. An examination was not made of the title before transfer.

**ALFRED WAYNE BROWN**, as TRUSTEE, shall have the independent power and authority to protect, conserve, and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property conveyed by this deed.

If **ALFRED WAYNE BROWN** cannot continue to serve as TRUSTEE, then the Successor TRUSTEE shall be **GENE H. BROWN**. If **GENE H. BROWN** cannot serve or continue to serve as TRUSTEE, then the Successor TRUSTEE shall be **WILLARD EUGENE BROWN**.

All Successor TRUSTEES are hereby granted the power to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property described in this deed.

The powers of the TRUSTEE and all Successor TRUSTEES shall extend to any and all rights which the GRANTOR possesses in the above described real property; any deed, mortgage, or other instrument executed by the TRUSTEE shall convey all rights or interests of the GRANTOR including homestead; and the TRUSTEE is appointed as the

attorney-in-fact for the GRANTOR to carry out this intent, which appointment shall be durable and shall not be affected by the incapacity of the GRANTOR.

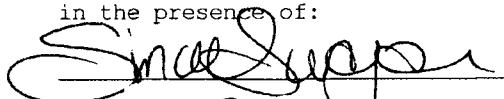
Any person dealing with the TRUSTEE shall deal with said TRUSTEE in the order as set forth above. However, no person shall deal with a Successor TRUSTEE until one or more of the following have been received by said person or placed of record in the aforementioned county:

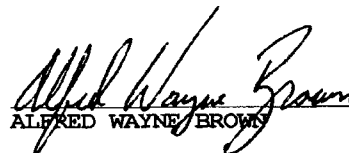
- A. The written resignation of the prior TRUSTEE sworn to and acknowledged before a notary public.
- B. A certified death certificate of the prior TRUSTEE.
- C. The order of a court of competent jurisdiction adjudicating the prior TRUSTEE incompetent, or removing said TRUSTEE for any reason.
- D. The written certificates of two physicians currently practicing medicine that the TRUSTEE is unable to manage his own affairs or is physically or mentally incapable of discharging the duties of TRUSTEE.
- E. The written removal of a successor TRUSTEE and/or the appointment of an additional Successor TRUSTEE by the TRUSTOR sworn to and acknowledged before a notary public; this right being reserved to TRUSTOR, **ALFRED WAYNE BROWN**.

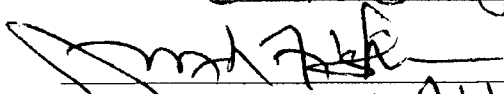
This conveyance is subject to restrictions, reservations, limitations, and easements of record, taxes for the current year and subsequent years, and all mortgages of record which the GRANTEE herein assumes and agree to pay.

EXECUTED SEPTEMBER 6, 2016.

Signed, sealed, and delivered in the presence of:

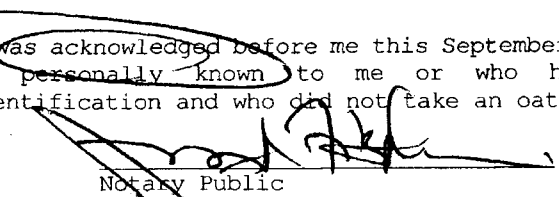
  
 Print Name Simone Subirgen

  
 ALFRED WAYNE BROWN

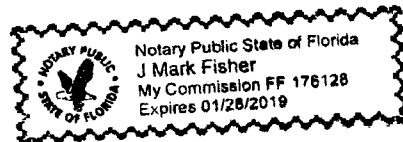
  
 Print Name J. Mark Fisher

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this September 6, 2016, by **ALFRED WAYNE BROWN**, who is personally known to me or who has produced as identification and who did not take an oath.

  
Notary Public

Notary Seal and commission expiration stamp:



THIS INSTRUMENT PREPARED BY:

Partnership Title Company, LLC  
1015 North 12<sup>th</sup> Avenue  
Pensacola, FL 32501

FILE NO. 09FL-485  
DOC. 875.00  
INT. 500.00  
REC. 35.50  
TOTAL 1,410.50

**THIS MORTGAGE DEED**  
Property Appraisers Parcel ID#19-1N-30-0950-006-001

*EXECUTED the 21st day of December, 2009 by Alfred Wayne Brown, a single man hereinafter called the mortgagor, to Sheila Fay Brown Henley, Trustee and Judy Darlene Brown Chavers, Trustee and Gene Hamilton Brown, Trustee under the Willard B. Brown Amended and Restated Revocable Trust, dated May 11, 2007*

*hereinafter called the mortgagee:*

(Wherever used herein the terms "mortgagor" and "mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one.)

*WITNESSETH, that for good and valuable considerations, and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the mortgagee all the certain land of which the mortgagor is now seized and in possession situate in Escambia County, Florida, viz:*

*See Exhibit "A" Attached for Legal Description*

Amount of Mortgage: \$250,000.00

This Mortgage cannot be assumed without the prior written consent of the Mortgagee herein.

If payments become 15 or more days delinquent per month, a late charge of 5% per month will be assessed.

*TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, unto the mortgagee, in fee simple.*

*AND the mortgagor covenants with the mortgagee that the mortgagor is indefeasibly seized of said land in fee simple; that the mortgagor has good right and lawful authority to convey said land as aforesaid; that the mortgagor will make such further assurances to perfect the fee simple title to said land in the mortgagee as may reasonably be required; that the mortgagor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances except taxes accruing subsequent to 2009, restrictions and easements of record, if any.*

*PROVIDED ALWAYS, that if said mortgagor shall pay unto said mortgagee the certain promissory note hereinafter substantially copied or identified to-wit:*

*and shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created shall cease, determine and be null and void.*

*AND the mortgagor hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular the taxes, assessments, levies,*

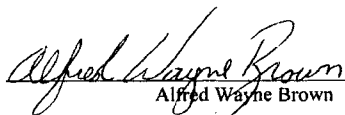
liabilities, obligations, and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than \$250,000.00 in a company or companies acceptable to the mortgagee, the policy or policies to be held by, and payable to, said mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the mortgagor for any surplus; to pay all costs, charges, and expenses, including lawyer's fees and title searches, reasonably incurred to, paid by the mortgagee because of the failure of the mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the mortgagor fails to pay when due any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the mortgagee may pay the same, without waiving or affecting the option to foreclose or any other rights hereunder, and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

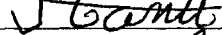
IF any sum of money herein referred to be not promptly paid within 10 (ten) days next after the same becomes due, or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note, and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the mortgagee, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

IN WITNESS WHEREOF, the said mortgagor has hereunto signed and sealed these presents the day and year first written above.

Signed, sealed and delivered in our presence:

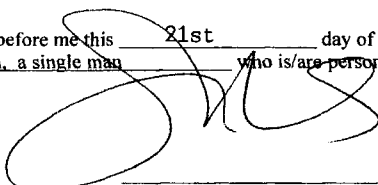
Witness Signature: \_\_\_\_\_  
Printed Name: Carol D. Eubanks

  
Alfred Wayne Brown

Witness Signature:   
Printed Name: JENNIFER GANTT

STATE OF FLORIDA  
COUNTY OF Escambia

THE FOREGOING INSTRUMENT was acknowledged before me this 21st day of December, 2009 by \_\_\_\_\_ Alfred Wayne Brown, a single man who is/are personally known to me or who has/have produced drivers license(s) as identification.



My Commission expires:  
( Notary Seal)

Notary Public  
Serial Number

CAROL D. EUBANKS  
Notary Public-State of FL  
Comm. Exp. Mar. 3, 2012  
Comm. No. DD 753487



MORTGAGE NOTE

PENSACOLA, FLORIDA

December 21, 2009

\$250,000.00

FOR VALUE RECEIVED, the undersigned (jointly and severally if more than one) promises to pay Sheila Fay Brown Henley, Trustee and Judy Darlene Brown Chavers, Trustee and Gene Hamilton Brown, Trustee of the Willard B. Brown Amended and Restated Revocable Trust, dated May 11, 2009

or

order, in the manner hereinafter specified, the principal sum of \$250,000.00 with interest from date at the rate of 4.81% per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America at P.O. Box 15386, Pensacola, Florida 32514 or at such place as may be hereafter designated by written notice from the holder to the maker hereof, on the date and in the manner following:

Payable in 360 consecutive monthly installment of \$1,313.17 including principal and interest commencing January 21, 2010.

If payments become fifteen (15) or more days delinquent per month, a late charge of 5% per month will be assessed.

This Mortgage Note cannot be assumed without the prior written consent of the Note Holder herein.

This note with interest is secured by a mortgage on real estate, or even date herewith, made by the maker hereof in favor of the said Payee, and shall be construed and enforced according to the laws of the State of Florida.

If default be made in the payment of any of the sums or interest mentioned herein or in said mortgage for a period of 30 days, or in the performance of any of the agreements contained herein or in said mortgage, then the entire principal sum and accrued interest shall at the option of the holder hereof become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the laws of the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Each person liable hereon whether maker or endorser hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if, after maturity of this note or default hereunder, or under said mortgage, counsel shall be employed to collect this note or to protect the security of said mortgage.

Whenever used herein the terms "holder," maker" and "payee" shall be construed in the singular or plural as the context may require or admit.

Maker's Address
1501 Kings Road
Cantonment, Florida 32533

Alfred Wayne Brown
Alfred Wayne Brown

Exhibit "A"

Lot 6, Block A, Kings Road Phase 1, according to the map or plat thereof, as recorded in Plat Book 13, Page 72, of the Public Records of Escambia County, Florida.