Tax Collector's Certification

CTY-513

Tax Deed Application Number

1800076

Date of Tax Deed Application

Apr 20, 2018

This is to certify that **BRIDGE TAX LLC - 616 US BANK % BRIDGE TAX LLC - 616**, holder of **Tax Sale Certificate Number 2016** / **7264**, Issued the 1st Day of June, 2016 and which encumbers the following described property in the county of Escambia County, State of Florida, to wit: **12-0103-160**

Cert Holder:

BRIDGE TAX LLC - 616 US BANK % BRIDGE TAX LLC - 616

P.O. BOX 645040 CINCINNATI, OH 45264 Property Owner:

SMITH DELBERT D & SMITH ESTHER KATHAN 6812 HWY 29 NORTH MOLINO, FL 32577

BEG AT NE COR OF SEC N 88 DEG 39 MIN 01 SEC W ALG N LI OF SEC 2495 80/100 FT TO E R/W LI OF US HWY 2 (Full legal attached.)

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
2016/7264	12-0103-160	06/01/2016	1,053.19	52.66	1,105.85

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
2017/7062	12-0103-160	06/01/2017	1,080.33	6.25	54.02	1,140.60

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	2,246.45
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)	2,621.45
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.	41,904.00
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 23rd day of April, 2018 Scott Lunsford, Tax Collector of Escambia County

Date of Sale: Spoken for 4, 2018

By Do

*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date. 12-0103-160 2016

BEG AT NE COR OF SEC N 88 DEG 39 MIN 01 SEC W ALG N LI OF SEC 2495 80/100 FT TO E R/W LI OF US HWY 2 9 (SR 95 200 FT

R/W) S 02 DEG 04 MIN 09 SEC W ALG E LI 529 50/100 FT FOR POB S 02 DEG 04 MIN 09 SEC W 165 49/100 FT S 88 DEG 39 MIN 01 SEC E 477 19/10 0 FT N 02 DEG 04 MIN 09 SEC E 165 40/100 FT N 88 D EG 39 MIN 01 SEC W 477 19/100 FT TO POB OR 2343 P 146

APPLICATION FOR TAX DEED

512 R. 12/16

Section 197.502, Florida Statutes

Application Number: 1800076

To: Tax Collector of ESC	CAMBIA COUNTY	_, Florida	
I, BRIDGE TAX LLC - 616 US BA P.O. BOX 645040 CINCINNATI, OH 45264, hold the listed tax certificate a			Collector and make tax deed application thereon:
Account Number	Certificate No.	Date	Legal Description
12-0103-160	2016/7264	06-01-2016	BEG AT NE COR OF SEC N 88 DEG 39 MIN 01 SEC W ALG N LI OF SEC 2495 80/100 FT TO E R/W LI OF US HWY 2 9 (SR 95 200 FT R/W) S 02 DEG 04 MIN 09 SEC W ALG E LI 529 50/100 FT FOR POB S 02 DEG 04 MIN 09 SEC W 165 49/100 FT S 88 DEG 39 MIN 01 SEC E 477 19/100 FT N 02 DEG 04 MIN 09 SEC E 165 40/100 FT N 88 D EG 39 MIN 01 SEC W 477 19/100 FT TO POB OR 2343 P 146
l agree to: pay any current tax redeem all outstand	es, if due and ding tax certificates plus i	interest not in my (possession, and
 pay all delinquent a 	and omitted taxes, plus ir	nterest covering th	e property.
 pay all Tax Collector and Sheriff's costs, 		encumbrance repo	rt costs, Clerk of the Court costs, charges and fees
Attached is the tax sale certi which are in my possession.	ficate on which this applic	cation is based and	l all other certificates of the same legal description
Electronic signature on file BRIDGE TAX LLC - 616 US 616 P.O. BOX 645040 CINCINNATI, OH 45264	S BANK % BRIDGE TAX	LLC -	<u>04-20-2018</u> Application Date
Applica	nt's signature	v	• •



Chris Jones Escambia County Property Appraiser

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

Back

Navigate Mode

Mail:

Situs:

Sales Data

Account OReference

Printer Friendly Version

 General Information

 Reference:
 042N311201002001

 Account:
 120103160

 Owners:
 SMITH DELBERT D &

SMITH ESTHER KATHAN 6812 HWY 29 NORTH MOLINO, FL 32577

6812 HIGHWAY 29 NORTH

32577

Use Code: SINGLE FAMILY RESID ₽

Taxing COUNTY MSTU Authority:

Schools MOLINO PARK/ERNEST WARD/NORTHVIEW
Tax Inquiry: Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector

Assess	ments			
Year	Land	Imprv	Total	Cap Val
2017	\$21,494	\$72,546	\$94,040	\$83,808
2016	\$21,494	\$70,303	\$91,797	\$82,085
2015	\$21,494	\$67,432	\$88,926	\$81,515
		Disclaime	<u>r</u>	

Amendment 1/Portability Calculations

> File for New Homestead Exemption Online

Sale Date		Page	Value	Туре	Official Records (New Window)
01/1987	2343	146	\$60,000	WD	View Instr

10/1983 1866 70 \$8,600 WD <u>View Instr</u> 04/1979 1319 766 \$1,300 WD <u>View Instr</u>

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

2017 Certified Roll Exemptions

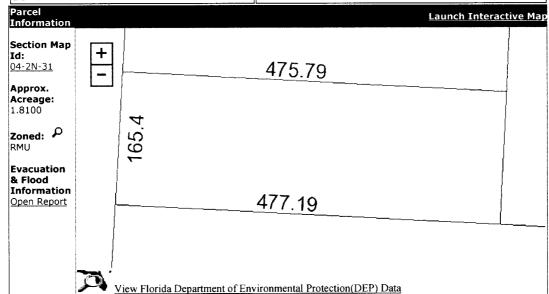
HOMESTEAD EXEMPTION

Legal Description

BEG AT NE COR OF SEC N 88 DEG 39 MIN 01 SEC W ALG N LI OF SEC 2495 80/100 FT TO E R/W LI OF US HWY 29 (SR 95 200 FT...

Extra Features

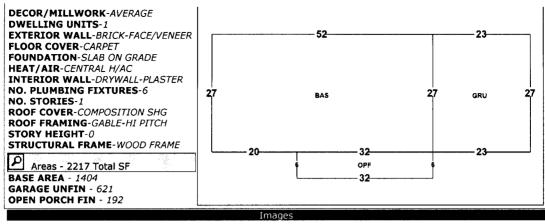
FRAME GARAGE METAL BUILDING



Buildings

Address:6812 HIGHWAY 29 NORTH, Year Built: 1979, Effective Year: 1979

Structural Elements





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.



File: 18-370

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: 120103160 Certificate Number: 007264 of 2016

Payor: DELBERT D SMITH 6812 HWY 29 NORTH MOLINO, FL 32577 Date 05/14/2018

Clerk's Check # 1

Clerk's Total

\$483.75

Tax Collector Check # 1

Tax Collector's Total

\$2,824.31

Postage

\$60.00

Researcher Copies

\$0.00

Total Received

-\$3,368.06- \$2,803.77

A SIOCO

PAM CHILDERS
Clerk of the Circuit Court

Received By: 7 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 **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

Case # 2016 TD 007264

Redeemed Date 05/14/2018

Name DELBERT D SMITH 6812 HWY 29 NORTH MOLINO, FL 32577

Clerk's Total = TAXDEED

\$483.75

Due Tax Collector = TAXDEED

\$2,824.31

Postage = TD2

\$60.00

ResearcherCopies = TD6

\$0.00

• For Office Use Only

Date

Docket

Desc

Amount Owed

Amount Due

Payee Name

FINANCIAL SUMMARY

No Information Available - See Dockets

Search Property Property Sheet Lien Holder's Redeem From Sale Courtview Benchmark



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator
Account: 120103160 Certificate Number: 007264 of 2016

Redemption Yes >	Application Date 04/20/2018	Interest Rate 18%
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 09/04/2018	Redemption Date 05/14/2018
Months	5	1
Tax Collector	\$2,621.45	\$2,621.45
Tax Collector Interest	\$196.61	\$39.32
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$2,824.31	\$2,667.02 Tax collector
Clerk Fee	\$130.00	\$130.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$200.00	\$200.00
App. Fee Interest	\$33.75	\$6.75
Total Clerk	\$483.75	\$456.75 Certificate Holder
Postage	\$60.00	\$0.00
Researcher Copies	\$40.00	\$0.00
Total Redemption Amount	\$3,408.06	\$3,123.77
	Repayment Overpayment Refund Amount	\$284.29

Notes



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

May 30, 2018

BRIDGE TAX LLC-616 US BANK PO BOX 645040 CINCINNATI OH 45264

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
2016 TD 007264	\$450.00	\$6.75	\$456.75
2016 TD 008619	\$450.00	\$6.75	\$456.75
2016 TD 001605	\$450.00	\$6.75	\$456.75
2016 TD 006284	\$450.00	\$6.75	\$456.75
2016 TD 008576	\$450.00	\$6.75	\$456.75

TOTAL \$2,283.75

Very truly yours,

PAM CHILDERS

Clerk of Circuit Court

Emily Hogg

Tax Deed Division

18-370

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B Pensacola, Florida 32503

Telephone: 850-478-8121 Facsimile: 850-476-1437

Redeemed

PROPERTY INFORMATION REPORT

File No.: 14378

May 25, 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 05-25-1998, through 05-25-2018, and said search reveals the following:

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

Delbert D. Smith and Esther K.Smith, husband and wife

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

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipients(s) of the property information report.

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

Southern Guaranty Title Company

By:

PROPERTY INFORMATION REPORT LEGAL DESCRIPTION

File No.: 14378

042N311201002001 - Full Legal Description

BEG AT NE COR OF SEC N 88 DEG 39 MIN 01 SEC W ALG N LI OF SEC 2495 80/100 FT TO E R/W LI OF US HWY 29 (SR 95 200 FT R/W) S 02 DEG 04 MIN 09 SEC W ALG E LI 529 50/100 FT FOR POB S 02 DEG 04 MIN 09 SEC W 165 49/100 FT S 88 DEG 39 MIN 01 SEC E 477 19/100 FT N 02 DEG 04 MIN 09 SEC E 165 40/100 FT N 88 DEG 39 MIN 01 SEC W 477 19/100 FT TO POB OR 2343 P 146

PROPERTY INFORMATION REPORT CONTINUATION PAGE

File No.: 14378

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

- 1. That certain mortgage executed by Delbert D. Smith and Esther K.Smith, husband and wife in favor of Regions Bank dated 11/01/2007 and recorded 11/26/2007 in Official Records Book 6252, page 64 of the public records of Escambia County, Florida, in the original amount of \$100,000.00.
- 2. Taxes for the year 2015-2017 delinquent. The assessed value is \$94,040.00. Tax ID 12-0103-160.

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: 9-4-2018 TAX ACCOUNT NO.: 12-0103-160 CERTIFICATE NO.: 2016-7264 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 Homestead for 2017 tax year. X Delbert D. Smith Esther K. Smith 6812 Hwy. 29 North Molino, FL 32577 Regions Bank P.O. Box 830721 Birmingham, AL 35283

Certified and delivered to Escambia County Tax Collector, this 25th day of May , 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.

LE NO. <u>87-6084</u> OC. <u>300.00</u> IC: 5.00	WARRANTY DEED 12-0103-185	Prepared by & return to: Cathy (Stewart Eitle of Pensacola, Inc. 7200 North 9th Avenue A-4 Pensacola, Florida 32504
OTAL 305.00	Tax ID # 12-0103-160	OREOOK2343rc 146
TATE OF FLORIDA	rax ID *	
DUNTY OF ESCAMBIA	L	
NOW ALL MFN BY THESE PRE	SENTS: That	
Donna Je	AN LUCAS , DIVORCED AND UNREMARRIED	
and in consideration of Ten Dollar rgained, sold, conveyed and grant	rs (\$10.00) and other good and valuable considerations t ed unto	he receipt of which is hereby acknowledged has
DELBERT DWAYNE	SMITH and ESTHER KATHAN SMITH, NUE	ANA ANA WIFE
drees: 6812 Highway	29 North Cantonment, Flor	
intee's heirs, executors, administr	ators and assigns, forever, the following described program to units	
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COUNTY OF ESCAMBIA Before me the subscriber personally appeared _

DONNA JEAN LUCAS . davorced & unremarried

known to me, and known to me to be the individual described by said name in and who executed the foregoing instrument and acknowledged that, as grantor, executed the same for the uses and purposes therein set forth.

Given under my hand and seal on _ January 26 CLERK FILE NO.

(SEAL)

Notary Public

My Commission Expires: June 12, 1990

Recorded in Public Records 11/26/2007 at 04:11 PM OR Book 6252 Page 64, Instrument #2007110211, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$69.50 MTG Stamps \$350.00 Int. Tax \$200.00

WHEN RECORDED MAIL TO:

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Record and Return To: Fisery Lending Solutions P.O. BOX 2590 Chicago, IL 60690

SMITH, DELBERT D

20072891054450

This Mortgage prepared by:

Name: Connie Stoves Company: Regions Bank Address: P.O. BOX 830721, BIRMINGHAM, AL 35283





DOC48502000000043271320006332470000000

MORTGAGE

FOR USE WITH SECURED REVOLVING CREDIT AGREEMENT

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$100,000.00., plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated November 1, 2007, is made and executed between DELBERT D SMITH, whose address is 6812 29 HWY N, MOLINO, FL 325779532; ESTHER K SMITH, whose address is 6812 29 HWY N, MOLINO, FL 325779532; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 235 East Nine Mile Road, Pensacola, FL 32534 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch rights), and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, ges, geothermal and similar matters, (the "Real Property") located in ESCAMBIA County, State of Florida:

See EXHIBIT A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth berein.

The Real Property or its address is commonly known as 6812 HIGHWAY 29 N, MOLINO, FL 325770000.

REVOLVING LINE OF CREDIT. This Mortgage secures the indebtedness including, without limitation, a revolving line of cradit under which, upon request by Grantor. Lender, within twenty (20) years from the date of this Mortgage, may make future advances to Grantor. Such future advances, together with interest thereon, are secured by this Mortgage. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Cradit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness persegraph or this persgraph, shall not exceed the Cradit Limit as provided in the Cradit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Cradit Agreement from time to time from zero up to the Cradit Limit as provided in the Cradit Agreement and any intermediate balance.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security Interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDESTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT WITH THE CREDIT LIMIT OF \$100,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until Grantor's interest in any or all of the Property is foreclosed, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe

MORTGAGE (Continued)

Loan No: 004327132000633247

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GRANTOR AND LENDER VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO SUCH DISPUTE TO THE FULLEST EXTENT ALLOWED BY LAW.

NOTICE: This agreement to arbitrate disputes limits or waives certain of Grantor's rights. With respect to Claims Grantor is agreeing to arbitrate pursuant to this Mortgage, Grantor is waiving Grantor's right to bring a court action, and Grantor is waiving the right to have a jury trial on all controversies, whether settled by erbitration or by a court. Grantor cannot represent a class of claiments in the arbitration proceeding. Discovery may be more limited in arbitration then in a court proceeding, and the right and grounds to appeal from an arbitrator's award are more limited than in an appeal from a court judgment. Certain other rights Grantor has in a court proceeding also may not be available in arbitration.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Florida.

Joint and Several Liability. All obligations of Grentor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means DELBERT D SMITH and ESTHER K SMITH and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated November 1, 2007, with credit limit of \$100,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Credit Agreement is November 1, 2027. NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means DELBERT D SMITH and ESTHER K SMITH

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Agreement, together with interest on such amounts as provided in this Agreement, and any and all other present or future, direct or contingent liabilities or indebtedness of any person who signs the Credit Agreement to the Lender of any nature whatsoever, whether classified as secured or unsecured, except that the word "Indebtedness" shall not include any debt subject to the disclosure requirements of the Federal Truth-In-Lending Act if, at the time such debt is incurred, any legally required disclosure of the lien afforded hereby with respect to such debt shall not have been made.

Lender. The word "Lender" means Regions Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

MORTGAGE (Continued)

Loan No: 004327132000633247

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Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalities, prolitis, and other benefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

***DELBERT D SMITH**

WITNINGSES:**

INDIVIDUAL ACKNOWLEDGMENT

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SCHEDULE A

THE FOLLOWING REAL PROPERTY SITUATE IN COUNTY OF ESCAMBIA AND STATE OF FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; NORTH 88 DEGREES 39 MINUTES 01 SECONDS WEST ALONG THE NORTH LINE OF SAID SECTION FOR A DISTANCE OF 2,495.80 FEET TO THE EAST RW LINE OF U.S. HIGHWAY NO. 29 (S.R. NO. 95, 200' R/W); THENCE SOUTH 02 DEGREES 04 MINUTES 09 SECONDS WEST ALONG SAID EAST LINE FOR A DISTANCE OF 529.50 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 02 DEGREES 04 MINUTES 09 SECONDS WEST FOR A FOR A DISTANCE OF 165.40 FEET; THENCE SOUTH 88 DEGREES 39 MINUTES 01 SECONDS EAST FOR A DISTANCE OF 477.19 FEET; THENCE NORTH 02 DEGREES 04 MINUTES 09 SECONDS EAST FOR A DISTANCE OF 165.40 FEET; THENCE NORTH 88 DEGREES 39 MINUTES 01 SECONDS WEST FOR A DISTANCE OF 477.19 FEET TO POINT OF BEGINNING. CONTAINING 1.79 ACRES MORE OR LESS AND ALL LYING AND BEING IN SECTION 4, TOWNSHIP 2 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA. SAID PARCEL BEING SUBJECT TO A 100 FOOT WIDE GULF POWER EASEMENT.

PARCEL ID: 12-0103-185, 12-0103-160

PROPERTY ADDRESS: 6812 HIGHWAY 29 N