

CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

1220-52

513
R. 07/19**Part 1: Tax Deed Application Information**

Applicant Name Applicant Address	FCAP AS CUSTODIAN FOR FTCFIMT, LLC FL TAX CERT FUND I MUNI TAX, LLC PO BOX 775311 CHICAGO, IL 60677	Application date	Apr 01, 2020
Property description	EMC HOLDINGS LLC 4825 FOLSE DR METAIRIE, LA 70006 13575 SANDY KEY DR 531 UNIT 531 SANDY KEY CONDOMINIUM PHASE III ALSO .6208 1/3% INT IN COMMON ELEMENTS OR 6571 P 149	Certificate #	2018 / 6096
		Date certificate issued	06/01/2018
		Deed application number	2000194
		Account number	10-4611-780

Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application

Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2018/6096	06/01/2018	4,616.31	230.82	4,847.13
→ Part 2: Total*				4,847.13

Part 3: Other Certificates Redeemed by Applicant (Other than County)

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2019/5815	06/01/2019	167.52	6.25	8.38	182.15
Part 3: Total*					182.15

Part 4: Tax Collector Certified Amounts (Lines 1-7)

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	5,029.28
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
4. Property information report fee and Deed Application Recording and Release Fees	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	5,404.28

I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.

Sign here: Candice Lewis
Signature, Tax Collector or Designee

Escambia County, Florida

Date April 24th, 2020

Send this certification to the Clerk of Court by 10 days after the date signed. See Instructions on Page 2

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Other outstanding certificates and delinquent taxes not included in this Application, if applicable per Florida statutes	
17. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
18. Redemption fee	6.25
19. Total amount to redeem	
Sign here: _____ Date of sale <u>12/07/2020</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS

Tax Collector (complete Parts 1-4)

Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application

Enter the Face Amount of Certificate in Column 3 and the Interest in Column 4 for each certificate number. Add Columns 3 and 4 and enter the amount in Column 5.

Part 3: Other Certificates Redeemed by Applicant (Other than County)

Total. Add the amounts in Columns 3, 4 and 5

Part 4: Tax Collector Certified Amounts (Lines 1-7)

Line 1, enter the total of Part 2 plus the total of Part 3 above.

Total Paid, Line 7: Add the amounts of Lines 1-6

Line 6, Interest accrued by tax collector. Calculate the 1.5 percent interest accrued from the month after the date of application through the month this form is certified to the clerk. Enter the amount to be certified to the clerk on Line 6. The interest calculated by the tax collector stops before the interest calculated by the clerk begins. See Section 197.542, F.S., and Rule 12D-13.060(3), Florida Administrative Code.

The tax collector's interest for redemption at the time of the tax deed application is a cost of redemption, which encompasses various percentages of interest on certificates and omitted or delinquent taxes under Section 197.502, F.S. This interest is calculated before the tax collector calculates the interest in Section 197.542, F.S.

Attach certified statement of names and addresses of persons who must be notified before the sale of the property. Send this form and any required attachments to the Clerk of Court within 10 days after it is signed.

Clerk of Court (complete Part 5)

Line 13: Interest is calculated at the rate of 1.5 percent per month starting from the first day of the month after the month of certification of this form through the last day of the month in which the sale will be held. Multiply the calculated rate by the total of Line 7, minus Line 6, plus Lines 8 through 12. Enter the amount on Line 13.

Line 14: Enter the total of Lines 8-13. Complete Lines 15-18, if applicable.

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2000194

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

FCAP AS CUSTODIAN FOR FTCFIMT, LLC
FL TAX CERT FUND I MUNI TAX, LLC
PO BOX 775311
CHICAGO, IL 60677,

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
10-4611-780	2018/6096	06-01-2018	UNIT 531 SANDY KEY CONDOMINIUM PHASE III ALSO .6208 1/3% INT IN COMMON ELEMENTS OR 6571 P 149

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, property information 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

FCAP AS CUSTODIAN FOR FTCFIMT, LLC
FL TAX CERT FUND I MUNI TAX, LLC
PO BOX 775311
CHICAGO, IL 60677

04-01-2020
Application Date

Applicant's signature



Chris Jones

Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

◀ Navigate Mode
○ Account
○ Reference
▶

Printer Friendly Version

General Information

Reference: 353S321201531003
Account: 104611780
Owners: EMC HOLDINGS LLC
Mail: 4825 FOLSE DR
Situs: METAIRIE, LA 70006
Use Code: 13575 SANDY KEY DR 531 32507
Taxing Authority: CONDO-RES UNIT P
Tax Inquiry: COUNTY MSTU
[Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Scott Lunsford
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	\$0	\$118,608	\$118,608	\$118,608
2018	\$0	\$0	\$0	\$0
2017	\$0	\$283,000	\$283,000	\$283,000

Disclaimer**Tax Estimator**

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

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
03/13/2010	6571	149	\$300,000	WD	View Instr
02/2004	5340	712	\$325,000	WD	View Instr
06/1993	3406	778	\$60,000	WD	View Instr
04/1985	2052	615	\$142,500	WD	View Instr

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

2019 Certified Roll Exemptions

None

Legal Description

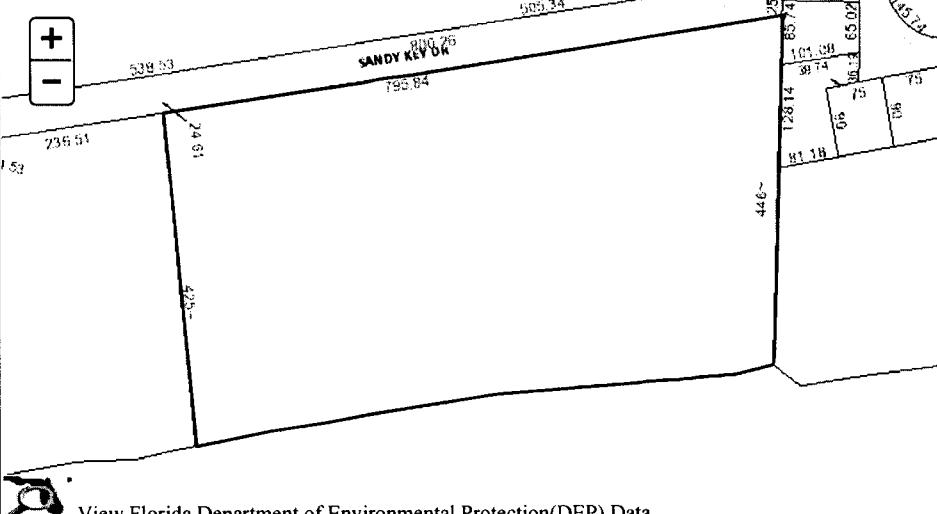
UNIT 531 SANDY KEY CONDOMINIUM PHASE III
 ALSO .6208 1/3% INT IN COMMON ELEMENTS OR 6571 P
 149

Extra Features

None

Parcel Information[Launch Interactive Map](#)

Section Map Id:
 35-35-32-2



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

Buildings

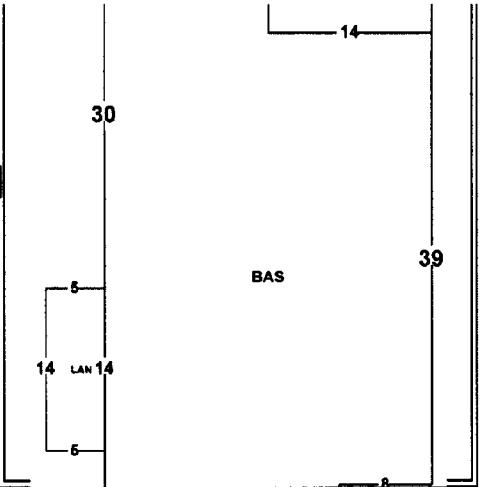
Address: 13575 SANDY KEY DR 531, Year Built: 1984, Effective Year: 2005

Structural Elements

DECOR/MILLWORK-ABOVE AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-PRECAST PAN/CON
FLOOR COVER-CARPET
FOUNDATION-STRUCTURAL
HEAT/AIR-CENTRAL H/AC

**INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-6
NO. STORIES-1
ROOF COVER-BLT UP MTL/GYP
ROOF FRAMING-CONCRETE
STORY HEIGHT-0
STRUCTURAL FRAME-CONCRETE REINFRD**

Areas - 1690 Total SF
BASE AREA - 1412
LANAI - 266
UTILITY FIN - 12



Images

None

14

20

Last Updated:05/01/2020 (tc.3128)

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.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2020038115 5/12/2020 8:43 AM
OFF REC BK: 8294 PG: 567 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That FCAP AS CUSTODIAN FOR FTCFIMT LLC holder of Tax Certificate No. 06096, issued the 1st day of June, A.D., 2018 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

UNIT 531 SANDY KEY CONDOMINIUM PHASE III ALSO .6208 1/3% INT IN COMMON ELEMENTS OR 6571 P 149

SECTION 35, TOWNSHIP 3 S, RANGE 32 W

TAX ACCOUNT NUMBER 104611780 (1220-52)

The assessment of the said property under the said certificate issued was in the name of

EMC HOLDINGS LLC

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first Monday in the month of December, which is the 7th day of December 2020.**

Dated this 11th day of May 2020.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.

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



By:
Emily Hogg
Deputy Clerk





CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

DR-513
Rule 12D-16.002 F.A.C.
Effective 07/19
Page 1 of 2

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	FCAP AS CUSTODIAN FOR FTCFIMT, LLC FL TAX CERT FUND I MUNI TAX, LLC PO BOX 775311 CHICAGO, IL 60677	Application date	Apr 01, 2020
Property description	EMC HOLDINGS LLC 4825 FOLSE DR METAIRIE, LA 70006 13575 SANDY KEY DR 531 10-4611-780	Certificate #	2018 / 6096
	UNIT 531 SANDY KEY CONDOMINIUM PHASE III ALSO .6208 1/3% INT IN COMMON ELEMENTS OR 6571 P 149	Date certificate issued	06/01/2018

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6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	5,404.28

I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.

Sign here:

Signature, Tax Collector or Designee

Escambia, Florida

Date July 28th, 2020

Send this certification to the Clerk of Court by 10 days after the date signed. See Instructions on Page 2

Part 5: Clerk of Court Certified Amounts (Lines 8-14)

8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____	
Signature, Clerk of Court or Designee	
Date of sale <u>12/07/2020</u>	

INSTRUCTIONS

+625

Tax Collector (complete Parts 1-4)

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Clerk of Court (complete Part 5)

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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: 104611780 Certificate Number: 006096 of 2018

Payor: EDWARD M CAMPBELL 4825 FOLSE DR METAIRIE LA 70006 Date 07/29/2020

Clerk's Check #	1	Clerk's Total	\$523.04
Tax Collector Check #	1	Tax Collector's Total	\$6,059.04
		Postage	\$60.00
		Researcher Copies	\$40.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$6,699.08

**PAM CHILDERS
 Clerk of the Circuit Court**

Received By:
 Deputy Clerk

Edward M. Campbell
 \$5838.74
 +204.36 fee
\$6043.10

PAM CHILDERS
 CLERK OF THE CIRCUIT COURT
 ARCHIVES AND RECORDS
 CHILDSUPPORT
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 COUNTY CIVIL
 COUNTY CRIMINAL
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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 # 2018 TD 006096

Redeemed Date 07/29/2020

Name EDWARD M CAMPBELL 4825 FOLSE DR METAIRIE LA 70006

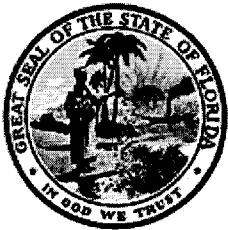
Clerk's Total = TAXDEED	\$523.04	\$5821.74
Due Tax Collector = TAXDEED	\$6,059.04	
Postage = TD2	\$60.00	
ResearcherCopies = TD6	\$40.00	
Release TDA Notice (Recording) = RECORD2	\$10.00	
Release TDA Notice (Prep Fee) = TD4	\$7.00	

• 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: 104611780 Certificate Number: 006096 of 2018

Redemption

Yes

Application Date

04/01/2020

Interest Rate

18%

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 12/07/2020	Redemption Date 07/29/2020
Months	8	3
Tax Collector	\$5,404.28	\$5,404.28
Tax Collector Interest	\$648.51	\$243.19
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$6,059.04	\$5,653.72
Record TDA Notice	\$17.00	\$17.00
Clerk Fee	\$130.00	\$130.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$200.00	\$200.00
App. Fee Interest	\$56.04	\$21.02
Total Clerk	\$523.04	\$488.02
Release TDA Notice (Recording)	\$10.00	\$10.00
Release TDA Notice (Prep Fee)	\$7.00	\$7.00
Postage	\$60.00	\$0.00
Researcher Copies	\$40.00	\$0.00
Total Redemption Amount	\$6,699.08	\$6,158.74
	Repayment Overpayment Refund Amount	\$540.34
Book/Page	8294	567

RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 8294, Page 567, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 06096, issued the 1st day of June, A.D., 2018

TAX ACCOUNT NUMBER: 104611780 (1220-52)

DESCRIPTION OF PROPERTY:

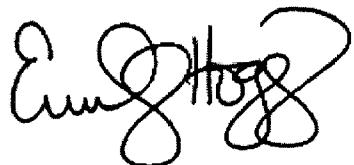
UNIT 531 SANDY KEY CONDOMINIUM PHASE III ALSO .6208 1/3% INT IN COMMON ELEMENTS OR 6571 P 149

SECTION 35, TOWNSHIP 3 S, RANGE 32 W

NAME IN WHICH ASSESSED: EMC HOLDINGS LLC

Dated this 29th day of July 2020.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By:
Emily Hogg
Deputy Clerk





PROPERTY INFORMATION REPORT

3050 Concho Drive, Pensacola, Florida 32507 | Phone: 850-466-3077

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 10-4611-780 CERTIFICATE #: 2018-6096

THIS REPORT IS NOT TITLE INSURANCE. THE LIABILITY FOR ERRORS OR OMISSIONS IN THIS REPORT IS LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of record of the land described herein together with current and delinquent ad valorem tax information and a listing and copies of all open or unsatisfied leases, mortgages, judgments and encumbrances recorded in the Official Record Books of Escambia County, Florida that appear to encumber the title to said land as listed on page 2 herein. It is the responsibility of the party named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately.

This Report is subject to: Current year taxes; taxes and assessments due now or in subsequent years; oil, gas, and mineral or any subsurface rights of any kind or nature. easements, restrictions and covenants of record; encroachments, overlaps, boundary line disputes, and any other matters that would be disclosed by an accurate survey and inspection of the premises.

This Report does not insure or guarantee the validity or sufficiency of any document attached, nor is it to be considered a title insurance policy, an opinion of title, a guarantee of title, or as any other form of guarantee or warranty of title.

Use of the term "Report" herein refers to the Property Information Report and the documents attached hereto.

Period Searched: September 27, 2000 to and including September 27, 2020 Abstractor: Vicki Campbell

BY

A handwritten signature in black ink, appearing to read "Michael A. Campbell".

Michael A. Campbell,
As President
Dated: September 29, 2020

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

September 29, 2020

Tax Account #: 10-4611-780

1. The Grantee(s) of the last deed(s) of record is/are: **EMC HOLDINGS, LLC, A LOUISIANA LIMITED LIABILITY COMPANY**

By Virtue of Warranty Deed recorded 3/19/2010 - OR 6571/149

2. The land covered by this Report is: **See Attached**
3. The following unsatisfied mortgages, liens, and judgments affecting the land covered by this Report appear of record:
 - a. **Mortgage in favor of Servisfirst Bank recorded 10/13/2006 – OR 6011/1626**
4. Taxes:

Taxes for the year(s) 2017-2018 are delinquent.

Tax Account #: 10-4611-780

Assessed Value: \$118,608

Exemptions: NONE

5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): **SANDY KEY OWNERS ASSOCIATION, INC.**

Payment of any special liens/assessments imposed by City, County, and/or State.

Note: Escambia County and/or local municipalities may impose special liens/assessments. These liens/assessments are not discovered in a title search or shown above. These special assessments typically create a lien on real property. The entity that governs subject property must be contacted to verify payment status.

PERDIDO TITLE & ABSTRACT, INC.
PROPERTY INFORMATION REPORT
3050 Concho Drive, Pensacola, Florida 32507 | Phone 850-466-3077

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: DEC 7, 2020

TAX ACCOUNT #: 10-4611-780

CERTIFICATE #: 2018-6096

In compliance with Section 197.522, 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 2019 tax year.

EMC HOLDINGS LLC
4825 FOLSE DR.
METAIRIE, LA 70006

EMC HOLDINGS LLC
13575 SANDY KEY DR. UNIT 531
PENSACOLA, FL 32507

EMC HOLDINGS LLC
13575 PERDIDO KEY DR. UNIT 531
PENSACOLA, FL 32507

SERVISFIRST BANK
P.O. BOX 1508
BIRMINGHAM, AL 35201-1508

Certified and delivered to Escambia County Tax Collector, this 29TH day of September, 2020.

PERDIDO TITLE & ABSTRACT, INC.



BY: Michael A. Campbell, As It's President

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

PROPERTY INFORMATION REPORT

September 29, 2020

Tax Account #: 10-4611-780

**LEGAL DESCRIPTION
EXHIBIT "A"**

**UNIT 531 SANDY KEY CONDOMINIUM PHASE III ALSO .6208 1/3% INT IN COMMON
ELEMENTS OR 6571 P 149**

SECTION 35, TOWNSHIP 3 S, RANGE 32 W

TAX ACCOUNT NUMBER 10-4611-780 (1220-52)

Recorded in Public Records 03/19/2010 at 10:43 AM OR Book 6571 Page 149,
 Instrument #2010017326, Ernie Lee Magaha Clerk of the Circuit Court Escambia
 County, FL Recording \$10.00 Deed Stamps \$2100.00

Prepared by:

Wilson, Harrell, Farrington, Ford, Fricke, Wilson & Spain, P.A.
 13020 Sorrento Road
 Pensacola, Florida 32507

File Number: 1-45128

General Warranty Deed

Made this March 16, 2010 A.D. By **J. Kyle Roberts and Tara M. Roberts, husband and wife and Joe N. Roberts and Patricia A. Roberts, husband and wife**, hereinafter called the grantor, to **EMC Holdings, LLC a Louisiana Limited Liability Company**, whose post office address is: 4825 Folsom Drive, Metairie, LA 70006, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the 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 Ten Dollars, (\$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:

Unit 531, Sandy Key, a Condominium, Phase III, according to the Declaration of Condominium recorded in OR Book 1697, Page 824, of the public records of Escambia County, Florida, as amended by First Amendment to the Declaration of Condominium of Sandy Key adding Phase II thereof as recorded in OR Book 1837, Page 1, and further amended by Second Amendment to Declaration of Condominium adding Phase III thereof as recorded in OR Book 1957, Page 257, of the public records of Escambia County, Florida, together with all appurtenances according to the Declaration as amended.

Parcel ID Number: 35-3S-32-1201-531-003

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 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 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 of all encumbrances except taxes accruing subsequent to December 31, 2009.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

C H Walther
 Witness Printed Name: **CH WALTHER**

Haley Baenhill
 Witness Printed Name: **Haley Baenhill**

J. Kyle Roberts
J. Kyle Roberts
Tara M. Roberts
Tara M. Roberts
Joe N. Roberts
Joe N. Roberts
Patricia A. Roberts
Patricia A. Roberts

State of Florida **ALABAMA**
 County of Escambia **544213Y**

The foregoing instrument was acknowledged before me this 13 day of March, 2010, by **J. Kyle Roberts and Tara M. Roberts, husband and wife Joe N. Roberts and Patricia A. Roberts, husband and wife**, who is/are personally known to me or who has produced identification.

William E. Wadd
 Notary Public
 Print Name: **WILLIAM E. WADD**
 My Commission Expires: **11/15/12**



Indication of Warranty Deed - Legal on Page

Recorded in Public Records 10/13/2006 at 03:10 PM OR Book 6011 Page 1626,
 Instrument #2006104094, Ernie Lee Magaha Clerk of the Circuit Court Escambia
 County, FL Recording \$52.50 MTG Stamps \$560.00 Int. Tax \$320.00

Return to: ServisFirst Bank, P O Box 1508, Birmingham, Alabama 35201-1508

This document was prepared by: ServisFirst Bank, P O Box 1508, Birmingham, Alabama 35201-1508

State of Florida's Documentary Stamp Tax required by law in the amount of \$ _____ has been paid to
 the Clerk of the Circuit Court (or the County Comptroller, if applicable) for the County of ESCAMBIA, State of
 Florida.

Space Above This Line For Recording Data

MORTGAGE
 (With Future Advance Clause)

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is September 26, 2006. The parties and
 their addresses are:

MORTGAGOR:

JOE NEIL ROBERTS
 Spouse of PATRICIA ANN ROBERTS
 A MARRIED MAN
 1001 EAGLE PARK ROAD
 BIRMINGHAM, Alabama 35242

J KYLE ROBERTS
 Spouse of TARA M ROBERTS
 A MARRIED MAN
 1001 EAGLE PARK ROAD
 BIRMINGHAM, Alabama 35242

PATRICIA A. ROBERTS
 Spouse of JOE NEIL ROBERTS
 A MARRIED WOMAN
 1001 EAGLE PARK ROAD
 BIRMINGHAM, Alabama 35242

TARA M. ROBERTS
 Spouse of J KYLE ROBERTS
 A MARRIED WOMAN
 1001 EAGLE PARK ROAD
 BIRMINGHAM, Alabama 35242

LENDER:

SERVISFIRST BANK
 Organized and existing under the laws of Alabama
 P O Box 1508
 Birmingham, Alabama 35201-1508

1. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and
 to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor grants,
 bargains, conveys and mortgages to Lender, the following described property:

UNIT 631, SANDY KEY, A CONDOMINIUM, PHASE III, ACCORDING TO DECLARATION OF CONDOMINIUM
 RECORDED IN OFFICIAL RECORDS BOOK 1697 AT PAGE 824 OF THE PUBLIC RECORDS OF ESCAMBIA
 COUNTY, FLORDIA, AS AMENDED BY FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF SANDY
 KEY ADDING PHASE II THEREOF AS RECORDED IN OFFICIAL RECORD BOOK 1837 AT PAGE 1 OF THE PUBLIC
 RECORDS OF ESCAMBIA COUNTY, FLORDIA, AND FURTHER AMENDED BY SECOND AMENDMENT TO
 DECLARATION OF CONDOMINIUM ADDING PHASE III THEREOF AS RECORDED IN OFFICIAL RECORD BOOK
 1957 AT PAGE 257 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORDIA, TOGETHER WITH ALL
 APPURTENANCES ACCORDING TO THE DECLARATION AS AMENDED.

The property is located in ESCAMBIA County at 13575 SANDY KEY DRIVE UNIT#531, PENSACOLA, Florida
 32507.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and
 riparian rights, wells, ditches and water stock and all existing and future improvements, structures, fixtures, and
 replacements that may now, or at any time in the future, be part of the real estate described (all referred to as
 Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements
 have been terminated in writing by Lender.

2. SECURED DEBTS. The term "Secured Debts" includes and this Security Instrument will secure each of the
 following:

JOE NEIL ROBERTS
 Florida Mortgage
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A. Specific Debts. The initial indebtedness secured by this Security Instrument is the following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 100022524, dated September 25, 2006, from Mortgagor to Lender, with a maximum credit limit of \$160,000.00. One or more of the debts secured by this Security Instrument contains a future advance provision.

B. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. MAXIMUM OBLIGATION LIMIT; FUTURE ADVANCES. The total principal amount secured by this Security Instrument at any one time will not exceed \$160,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

5. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

6. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

7. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

8. DUE ON SALE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

9. WARRANTIES AND REPRESENTATIONS. Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party.

10. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender will give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

11. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

12. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property): existing or future leases, subleases, licenses, guarantees and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (Leases); and rents, issues and profits (Rents). In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will

JOE NEIL ROBERTS
Florida Mortgage
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Page 2

not commingle the Rents with any other funds. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants.

13. MORTGAGE COVENANTS. Mortgagor agrees that the covenants in this Security Instrument are material obligations under the Secured Debts and this Security Instrument. If Mortgagor breaches any covenant in this Security Instrument, Lender may refuse to make additional extensions of credit or may reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

14. DEFAULT. Mortgagor will be in default if any of the following occur:

- A. **Fraud.** Mortgagor engages in fraud or material misrepresentation in connection with the Secured Debts.
- B. **Payments.** Any party obligated on the Secured Debts fails to make a payment when due.
- C. **Property.** Any action or inaction occurs that adversely affects the Property or Lender's rights in the Property.

15. REMEDIES ON DEFAULT. In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debts and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal will become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter.

The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

16. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing, or protecting Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Expenses include, but are not limited to, attorneys' fees of 10 percent of the Principal sum due or a larger amount as the court judges as reasonable and just, court costs and other legal expenses. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor. This Security Instrument will remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and will remain in full compliance with any applicable Environmental Law.
- C. Mortgagor will immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

18. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a

condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

19. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld. All insurance policies and renewals will include a standard "mortgage clause" and, where applicable, "loss payee clause."

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include coverages not originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance. Mortgagor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

20. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

21. CO-SIGNERS. If Mortgagor signs this Security Instrument but is not otherwise obligated to pay the Secured Debts, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debts and Mortgagor does not agree by signing this Security Instrument to be personally liable on the Secured Debts. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws.

22. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisalment and homestead exemption rights relating to the Property.

23. OTHER TERMS. The following are applicable to this Security Instrument:

A. **Line of Credit.** The Secured Debts include a revolving line of credit provision. Although the Secured Debts may be reduced to a zero balance, this Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

24. APPLICABLE LAW. This Security Instrument is governed by the laws of Alabama, except to the extent otherwise required by the laws of the jurisdiction where the Property is located, and the United States of America.

25. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

26. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

27. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

28. NOTICE, FINANCIAL REPORTS, ADDITIONAL DOCUMENTS AND RECORDING TAXES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any financial statements or information Lender requests. All financial statements and information Mortgagor gives Lender will be correct and complete. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

29. AGREEMENT TO ARBITRATE. Lender or Mortgagor may submit to binding arbitration any dispute, claim or other matter in question between or among Lender and Mortgagor that arises out of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as Lender and Mortgagor agree to in writing. For purposes of this section, this Transaction includes this Security Instrument and any other document relating to the Secured Debts, and proposed loans or extensions of credit that relate to this Security Instrument. Lender or Mortgagor will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

Lender and Mortgagor must consent to arbitrate any Dispute concerning the Secured Debt secured by real estate at the time of the proposed arbitration. Lender may foreclose or exercise any powers of sale against real property securing the Secured Debt underlying any Dispute before, during or after any arbitration. Lender may also enforce the Secured Debt secured by this real property and underlying the Dispute before, during or after any arbitration.

Lender or Mortgagor may, whether or not any arbitration has begun, pursue any self-help or similar remedies, including taking property or exercising other rights under the law; seek attachment, garnishment, receivership or other provisional remedies from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to Lender or Mortgagor; or foreclose against any property by any method or take legal action to recover any property. Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

Lender and Mortgagor acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among Lender and Mortgagor involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.

The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Security Instrument, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Security Instrument or another writing.

30. WAIVER OF TRIAL FOR ARBITRATION. Lender and Mortgagor understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrated, Lender and Mortgagor voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:

JOE NEIL ROBERTS

Individually

JAYLE ROBERTS

Individually

PATRICIA A. ROBERTS

TARA M. ROBERTS

LENDER:

ServisFirst Bank

By

Ryan Ramage, Vice President

ACKNOWLEDGMENT.

(Individual)

25th day of September, 2006 OF ss.
 This instrument was acknowledged before me this 25th day of September, 2006 by
 JOE NEIL ROBERTS, spouse of PATRICIA ANN ROBERTS, A MARRIED MAN, and J KYLE ROBERTS, spouse of
 TARA M ROBERTS, A MARRIED MAN, who is personally known to me or who has produced
 as identification.

My commission expires:

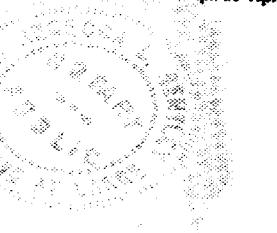

 Deborah Lee
 (Notary Public)

My Commission Expires April 26, 2010

(Lender Acknowledgment)

OF ss.
 This instrument was acknowledged before me this 25th day of September, 2006 by
 Ryan Ramage - Vice President of ServisFirst Bank, a corporation, on behalf of the corporation. He/she/they is/are
 personally known to me or has/have produced _____ as identification.

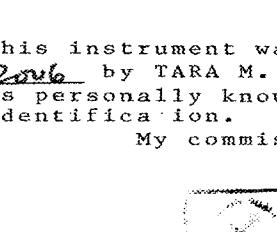
My commission expires:


 Ryan R. Bury
 (Notary Public)

My Commission Expires April 27, 2010

This instrument was acknowledged before me this 11th day of October, 2006
 by PATRICIA A. ROBERTS, spouse of JOE NEIL ROBERTS, A MARRIED WOMAN. Who
 is personally known to me or who has produced a driver's license as
 identification.

My commission expires:


 Ryan R. Bury
 (Notary Public)

This instrument was acknowledged before me this 9th day of October, 2006
 by TARA M. ROBERTS, spouse of J KYLE ROBERTS, A MARRIED WOMAN, who
 is personally known to me or who has produced a driver's license as
 identification.

My commission expires: 3/23/2010


 (Notary Public)
