



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

0222-50

Part 1: Tax Deed Application Information					
Applicant Name Applicant Address	CITRUS CAPITAL HOLDINGS, LLC CITRUS CAPITAL HOLDINGS FBO SEC PTY PO BOX 54226 NEW ORLEANS, LA 70154-4226	Application date	Apr 16, 2021		
Property description	SPINK JAMES E EST OF TRUSTEE FOR SPINK JAMES E REVOCABLE TRUST C/O MELODY A SPINK 6223 SCHWAB DR PENSACOLA, FL 32504 6219 SCHWAB DR 03-3319-000 W 230 FT OF N 117 FT OF LT 4 BLK C LESS W 100 FT OF E 530 FT OF LT 4 ABB S/D PB 1 P 82 OR 6779 P 545 (Full legal attached.)	Certificate #	2019 / 1425		
		Date certificate issued	06/01/2019		
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)	
# 2019/1425	06/01/2019	263.63	13.18	276.81	
→Part 2: Total*				276.81	
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)
# /					
Part 3: Total*					0.00
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)				276.81	
2. Delinquent taxes paid by the applicant				0.00	
3. Current taxes paid by the applicant				0.00	
4. Property information report fee				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)				651.81	
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: <u><i>Candice Lewis</i></u> Signature, Tax Collector or Designee			Escambia, Florida Date <u>April 27th, 2021</u>		

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: _____ Date of sale <u>02/07/2022</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS + 6.25

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.

W 230 FT OF N 117 FT OF LT 4 BLK C LESS W 100 FT OF E 530 FT OF LT 4 ABB S/D PB 1 P 82 OR 6779 P 545 OR 7950 P 1013

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2100321

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,
CITRUS CAPITAL HOLDINGS, LLC
CITRUS CAPITAL HOLDINGS FBO SEC PTY
PO BOX 54226
NEW ORLEANS, LA 70154-4226,

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
03-3319-000	2019/1425	06-01-2019	W 230 FT OF N 117 FT OF LT 4 BLK C LESS W 100 FT OF E 530 FT OF LT 4 ABB S/D PB 1 P 82 OR 6779 P 545 OR 7950 P 1013

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
CITRUS CAPITAL HOLDINGS, LLC
CITRUS CAPITAL HOLDINGS FBO SEC PTY
PO BOX 54226
NEW ORLEANS, LA 70154-4226

04-16-2021
Application Date

Applicant's signature



Chris Jones
Escambia County Property Appraiser

FCPA Home

Real Estate Search

Tangible Property Search

Sale List

[Back](#)

Nav. Mode Account Reference

[Printer Friendly Version](#)

General Information	
Reference:	3215301901042003
Account:	033319000
Owners:	SPINK JAMES E EST OF TRUSTEE FOR SPINK JAMES E REVOCABLE TRUST
Mail:	C/O MELODY A SPINK 6223 SCHWAB DR PENSACOLA, FL 32504
Situs:	6219 SCHWAB DR 32504
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector	

Assessments				
Year	Land	Imprv	Total	Cap Val
2020	\$11,020	\$46,264	\$57,284	\$57,284
2019	\$11,020	\$43,197	\$54,217	\$54,217
2018	\$11,020	\$40,132	\$51,152	\$51,152

[Disclaimer](#)

[Market Value Breakdown Letter](#)

[Tax Estimator](#)

[File for New Homestead Exemption Online](#)

[Report Storm Damage](#)

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/16/2018	7950	1013	\$100	OT	
10/25/2011	6779	545	\$100	WD	
04/2006	5894	355	\$95,000	WD	
02/2006	5846	878	\$100	CJ	

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

2020 Certified Roll Exemptions
None

Legal Description
W 230 FT OF N 117 FT OF LT 4 BLK C LESS W 100 FT OF E 530 FT OF LT 4 ABB S/D PB 1 P 82 OR 6779 P 545 OR 7950 P 1013

Extra Features
UTILITY BLDG

Parcel Information [Launch Interactive Map](#)

Section Map Id:
32-15-30

Approx. Acreage:
0.2761

Zoned:
MDR

Evacuation & Flood Information
[Open Report](#)

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

Buildings

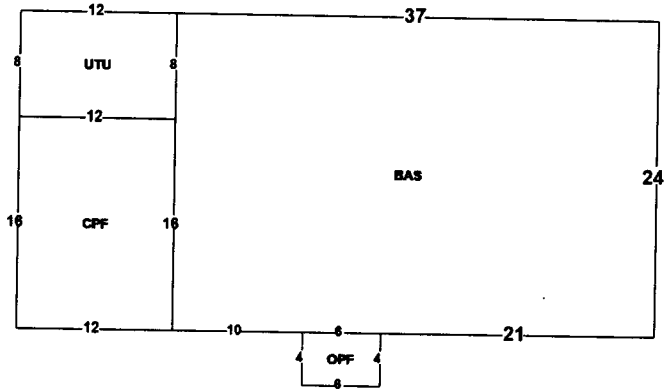
Address: 6219 SCHWAB DR, Year Built: 1961, Effective Year: 1961, PA Building ID#: 59965

Structural Elements

DECOR/MILLWORK-AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-CONCRETE BLOCK
FLOOR COVER-HARDWOOD/PARQUET
FOUNDATION-WOOD/SUB FLOOR
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-PLASTER DIRECT
NO. PLUMBING FIXTURES-3
NO. STORIES-1
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-GABLE
STORY HEIGHT-0
STRUCTURAL FRAME-MASONRY PIL/STL

Areas - 1200 Total SF

BASE AREA - 888
CARPORT FIN - 192
OPEN PORCH FIN - 24
UTILITY UNF - 96



Images



8/9/11

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.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **CITRUS CAPITAL HOLDINGS LLC** holder of **Tax Certificate No. 01425**, issued the **1st day of June, A.D., 2019** 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:

**W 230 FT OF N 117 FT OF LT 4 BLK C LESS W 100 FT OF E 530 FT OF LT 4 ABB S/D PB 1 P 82
OR 6779 P 545 OR 7950 P 1013**

SECTION 32, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 033319000 (0222-50)

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

JAMES E SPINK EST OF TRUSTEE FOR JAMES E SPINK REVOCABLE TRUST

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 February, which is the **7th day of February 2022**.

Dated this 14th day of May 2021.

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 CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

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



**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: 033319000 Certificate Number: 001425 of 2019**

**Payor: JAMES E SPINK REVOCABLE TRUST 2100 SPINK LANE #24 PENSACOLA FL 32504
 Date 08/31/2021**

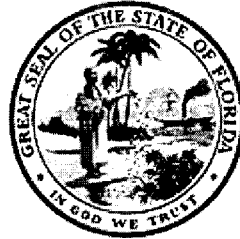
Clerk's Check #	5302583287	Clerk's Total	\$537.05 872.19
Tax Collector Check #	1	Tax Collector's Total	\$756.83
		Postage	\$60.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$1,369.88

\$ 889.19

**PAM CHILDERS
 Clerk of the Circuit Court**

Received By:
 Deputy Clerk

PAM CHILDERS
 CLERK OF THE CIRCUIT COURT
 ARCHIVES AND RECORDS
 CHILDSUPPORT
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 COUNTY CIVIL
 COUNTY CRIMINAL
 DOMESTIC RELATIONS
 FAMILY LAW
 JURY ASSEMBLY
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 MENTAL HEALTH
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**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 # 2019 TD 001425
Redeemed Date 08/31/2021

Name JAMES E SPINK REVOCABLE TRUST 2100 SPINK LANE #24 PENSACOLA FL 32504

Clerk's Total = TAXDEED	\$537.05	872.19
Due Tax Collector = TAXDEED	\$755.83	
Postage = TD2	\$60.00	
ResearcherCopies = TD6	\$0.00	
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: 033319000 Certificate Number: 001425 of 2019

Redemption Yes No
 Application Date
 Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="02/07/2022"/>	Redemption Date <input type="text" value="08/31/2021"/>
Months	10	4
Tax Collector	<input type="text" value="\$651.81"/>	<input type="text" value="\$651.81"/>
Tax Collector Interest	\$97.77	\$39.11
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$755.83	<input type="text" value="\$697.17"/> TC
Record TDA Notice	<input type="text" value="\$17.00"/>	<input type="text" value="\$17.00"/>
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	\$70.05	\$28.02
Total Clerk	\$537.05	<input type="text" value="\$495.02"/> CH
Release TDA Notice (Recording)	<input type="text" value="\$10.00"/>	<input type="text" value="\$10.00"/>
Release TDA Notice (Prep Fee)	<input type="text" value="\$7.00"/>	<input type="text" value="\$7.00"/>
Postage	<input type="text" value="\$60.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$1,369.88	\$1,209.19
	Repayment Overpayment Refund Amount	\$160.69
Book/Page	<input type="text" value="8531"/>	<input type="text" value="597"/>

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 8531, Page 597, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 01425, issued the 1st day of June, A.D., 2019

TAX ACCOUNT NUMBER: 033319000 (0222-50)

DESCRIPTION OF PROPERTY:

**W 230 FT OF N 117 FT OF LT 4 BLK C LESS W 100 FT OF E 530 FT OF LT 4 ABB S/D PB 1 P 82
OR 6779 P 545 OR 7950 P 1013**

SECTION 32, TOWNSHIP 1 S, RANGE 30 W

NAME IN WHICH ASSESSED: JAMES E SPINK EST OF TRUSTEE FOR JAMES E SPINK
REVOCABLE TRUST

Dated this 31st day of August 2021.



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 #: 03-3319-000 CERTIFICATE #: 2019-1425

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: November 22, 2001 to and including November 22, 2021 Abstractor: Cody Campbell

BY

Michael A. Campbell,
As President
Dated: November 29, 2021

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

November 29, 2021

Tax Account #: **03-3319-000**

1. The Grantee(s) of the last deed(s) of record is/are: **SUCCESSOR TRUSTEE(S) OF THE REVOCABLE LIVING TRUST AGREEMENT OF JAMES E. SPINK DATED JULY 25, 2011**

By Virtue of Warranty Deed recorded 10/27/2011 in OR 6779/545 , together with Death Certificate recorded 8/16/2018 in OR 7950/1013

ABTRACTOR'S NOTE: CERTIFICATION OF TRUST RECORDED 9/2/2021 IN OR 8610/1566 NAMES DEBRA ANN SCHUCHARD AND GERALD DEAN SPINK AS THE CURRENT ACTING TRUSTEES. THEY HAVE BEEN SEARCHED AND INCLUDED FOR NOTIFICATION HEREIN.

2. The land covered by this Report is: **See Attached Exhibit "A"**
3. The following unsatisfied mortgages, liens, and judgments affecting the land covered by this Report appear of record:
 - a. **Mortgage in favor of the Administrator of the Small Business Administration, an agency of the Government of the United States of America recorded 01/21/2005 – OR 5536/735**
 - b. **Tax Lien in favor of Department of Treasury/Internal Revenue Service recorded 1/1/2002 – OR 1111/2345**

4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 03-3319-000

Assessed Value: \$57,284.00

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): **NONE**

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: FEB 7, 2022

TAX ACCOUNT #: 03-3319-000

CERTIFICATE #: 2019-1425

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	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2020</u> tax year.

**DEBRA ANN SCHUCHARD
AND GERALD DEAN SPINK
AND TRUSTEE(S) OF THE REVOCABLE
LIVING TRUST AGREEMENT OF
JAMES E. SPINK DATED JULY 25, 2011
6219 SCHWAB DR
PENSACOLA, FL 32504**

**DEBRA ANN SCHUCHARD
AND GERALD DEAN SPINK
AND TRUSTEE(S) OF THE REVOCABLE
LIVING TRUST AGREEMENT OF
JAMES E. SPINK DATED JULY 25, 2011
5414 SAN MIGUEL STREET
MILTON, FL 32583**

**DEBRA ANN SCHUCHARD
AND GERALD DEAN SPINK
AND TRUSTEE(S) OF THE REVOCABLE
LIVING TRUST AGREEMENT OF
JAMES E. SPINK DATED JULY 25, 2011
6223 SCHWAB DR
PENSACOLA, FL 32504**

**GERALD DEAN SPINK
6370 JUDKIN DRIVE
PENSACOLA, FL 32504**

**DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
400 W BAY ST, STE 35045
JACKSONVILLE, FL 32202-4437**

**U.S. SMALL BUSINESS ADMINISTRATION
801 TOM MARTIN DRIVE, SUITE 120
BIRMINGHAM, AL 35211**

Certified and delivered to Escambia County Tax Collector, this 29th day of November, 2021.

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

November 29, 2021
Tax Account #:03-3319-000

LEGAL DESCRIPTION
EXHIBIT "A"

**W 230 FT OF N 117 FT OF LT 4 BLK C LESS W 100 FT OF E 530 FT OF LT 4 ABB S/D PB 1 P 82 OR
6779 P 545 OR 7950 P 1013**

SECTION 32, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 03-3319-000(0222-50)

**ABTRACTOR'S NOTE: WE ARE UNABLE TO CERTIFY LEGAL AS WRITTEN ON TAX ROLL
WITHOUT A CURRENT SURVEY.**

Recorded in Public Records 10/27/2011 at 10:09 AM OR Book 6779 Page 545, Instrument #2011075610, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$69.50 Deed Stamps \$0.70

Reserved for Recording Information

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

WARRANTY DEED

This Warranty Deed, made as of the date set forth below, by **James E. Spink a/k/a James E. Spink, Jr., a/k/a James Edward Spink, a married man**, whose mailing address is 5414 San Miguel Street, Milton, Florida 32583, Grantors, and **James E. Spink, as Trustee of the Revocable Living Trust Agreement of James E. Spink Dated July 25, 2011**", Grantee, whose mailing address is 5414 San Miguel Street, Milton, Florida 32583.

WITNESSETH THAT:

For and in consideration of Ten and 00/100 (\$10.00) Dollars, in hand paid by Grantees to Grantors at or before the execution, sealing and delivery hereof, and other good and valuable considerations, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantors have and do hereby grant, bargain, sell, and convey unto Grantees, their successors and assigns, all of Grantors' interest in and to that certain tract or parcel of real property lying and being in Escambia County, Florida, to-wit:

**SEE ATTACHED EXHIBIT "A"- Real Property
and
SEE ATTACHED EXHIBIT "B"- Mobile Homes**

hereinafter referred to as the "Property."

This Deed prepared without the benefit of title insurance, and the preparer herein makes no guarantee as to title.

THE PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR NAMED HEREIN; NOR DOES IT ADJOIN THE HOMESTEAD OF THE GRANTOR; NOR DOES ANY MEMBER OF THE GRANTOR'S FAMILY RESIDE THEREON.

SUBJECT TO zoning, restrictions, prohibitions and other requirements imposed by governmental authorities; restrictions and matters appearing on the plat, if there is a recorded plat, or contained in any other instrument recorded in the public records; valid easements and mineral reservations of record affecting the property, if any, which are not hereby reimposed; and taxes for the current and subsequent years.

TOGETHER WITH all appurtenances, privileges, rights, interest, dower, reversions, remainders and easements thereunto appertaining;

TO HAVE AND TO HOLD, the Property with the following powers and for the following uses and purposes, to-wit:

- 1. The Trustee is vested with full rights of ownership over the Property and Trustee is specifically granted and given the power and authority to:
 - a) Protect and conserve the Property and the improvements located thereon and to pay the taxes assessed thereon;
 - b) Sell the Property, for cash or on credit, at public or private sale, to exchange the Property for other property and to grant options to sell the Property, and to determine the price and terms of sales, exchanges and options;
 - c) Execute leases and subleases for terms as long as 20 years, to subdivide or improve the Property and tear down or alter improvements, to grant easements, give consent and make contracts relating to the Property or its use and to release or dedicate any interest in the Property;

d) Borrow money and to mortgage, pledge or encumber any or all of the Property to secure payment thereof;

e) Manage control and operate the Property, to collect the rents, issues and profits, to pay all expenses thereby incurred, and in addition to manage and operate any business that may now or hereafter be operated and maintained on the Property, and in general, to exercise any powers authorized by the provisions of Chapter 737, Florida Statutes, 1988;

f) The Trustee's liability hereunder, under the Trust Agreement or by operation of law to any person, firm or corporation is limited to the trust assets and the Trustee shall not become individually or personally obligated in any manner related thereto;

2. The Trustee shall hold the Property and make distributions of the Property or of the proceeds derived therefrom in accordance with the terms and conditions of that certain Revocable Living Trust Agreement Dated July 25, 2011.

3. No purchaser, grantee, mortgagee, lessee, assignee or any other person dealing with the Trustee need see to the application of any proceeds of any sales, lease, mortgage or pledge, but the receipt of the Trustee shall be a complete discharge and acquittance therefor. Any and all persons, including but not limited to grantees, mortgagees, lessees, transferees and assigns dealing with said Trustee need not inquire into the identification or status of any beneficiary under this deed or any collateral instrument nor inquire into or ascertain the authority of such Trustee to act in and exercise the powers granted by this deed or of adequacy or disposition of any consideration paid to the Trustee nor inquire into the provisions of said unrecorded Trust Agreement and any amendments thereto collateral hereto.

4. This conveyance is made in conformance with the provision of Section 689.071, Florida Statutes.

5. By its acceptance of this conveyance, the Trustee covenants and agrees to do and perform the duties, acts and requirements upon it binding.


6. Each and every power hereinabove set forth may be exercised by any Trustee. Any instrument executed by any Trustee or any act taken by any Trustee shall be binding upon the trust and all of the Trustees as fully and completely as if all Trustees had executed said instrument or taken said action.

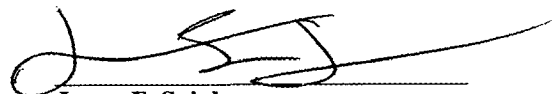
7. Any Successor Trustee shall have all of the title, powers and discretion herein given to the Trustee, without any act of conveyance or transfer. A certificate signed by any Trustee or any Successor Trustee under this instrument and acknowledge by him/her before a Notary Public shall be conclusive evidence upon all persons and for all purpose of the facts stated in the certificate representing the terms of this instrument and the identity of the Trustees who from time to time are serving under it.

Grantors covenant that they are well seized of an indefeasible estate in fee simple in the said property, and have a good right to convey the same; that the property is free of liens or encumbrances, and that their heirs, administrators, executors, successors and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warranty and defend.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this 25th day of October, 2011.

Signed, sealed and delivered in the presence of:


Witness: Rene Barton


James E. Spink

Witness: *Oscar J. Locklin*

**STATE OF FLORIDA
COUNTY OF SANTA ROSA**

The foregoing instrument was acknowledged before me this 25 day of October, 2011, by **James E. Spink**, who are personally known to me or have produced _____ as identification.

Oscar J. Locklin
Notary Public: _____



OSCAR J. LOCKLIN
MY COMMISSION # DD 780807
EXPIRES: July 15, 2012
Specialized Notary Services

This Document Prepared By:
Oscar J. Locklin
Locklin & Saba, P.A.
6460 Justice Avenue
Milton, Florida 32570
(850) 623-2500

File No: 1-929

Pg. 1 of 4

EXHIBIT "A"

Parcel 1- Commonly known as: 2100 Spink Lane; and 6223 Schwab Drive (OR BOOK: 5886/PG. 1025):

Commence at the NE corner of Lot 6, Block C, Abb Subdivision, according to plat recorded in Plat Book 1 at Page 82 of the Public Records of Escambia County, Florida, thence South along east line of said Lot 6 for 100 feet to Point of Beginning; thence continue South along east line of Lot 6 for 79.2 feet; thence 47° 28' to the left for 16.7 feet, thence 89° 50' to the right for 213.95 feet, thence 90° 10' to the right for 31.35 feet, thence 47° 28' to the right for 227.8 feet, thence east parallel to the North line of lot 6 for 156.0 feet to the Point of Beginning.

PARCEL IDENTIFICATION NUMBER: 32-1S-30-1901-035-003 (PORTION OF)

Parcel 2- Commonly known as: 6217 Schwab Drive (OR BOOK: 2331/PG. 418); and 6219 Schwab Drive (OR BOOK: 5894/PG. 355- Includes 6217 Schwab Drive):

Begin at the intersection of the West line of the Skinner Mill Road (right of way 50 feet) and the North line of the Joseph Pintado Grant, thence run Northerly along the West line of the said road 1023.36 feet, thence Westerly at right angles 430 feet to the Point of Beginning; thence continue same course 100 feet; thence Northerly at right angles 117 feet; thence Easterly at right angles 100 feet, thence Southerly at right angles 117 feet to Point of Beginning, all lying and being in Section 32, Township 1 South, Range 30 West, Escambia County, Florida.

AND

Begin at the intersection of the West line of the Skinner Mill Road (Right of Way 50 feet) and the North line of the Joseph Pintado Grant; thence run Northerly along the West line of the said road 1023.36 feet; thence Westerly at right angles 430 feet to Point of Beginning; thence continue same course 230 feet; thence Northerly at right angles 117 feet; thence Easterly at right angles 230 feet; thence Southerly at right angles 117 feet to Point of Beginning, all lying and being in Section 32, Township 1 South, Range 30 West, Escambia County, Florida.

**PARCEL IDENTIFICATION NUMBER: 32-1S-30-1901-042-003;
32-1S-30-1901-035-003 (PORTION OF)**

Pg. 2 of 4

Parcel 3- Commonly known as: 6201 Schwab Drive (OR BOOK: 4284/PG. 1075):

From an iron rod at the easternmost corner of Lot 4, Block C, Section 32, Township 1 South, Range 30 West, ABB Subdivision, according to Plat recorded in Plat Book 1 at Page 82 of the public records of Escambia County, Florida, being a point in the northwesterly right-of-way line of Ninth Avenue, run south 42 degrees, 32 minutes west along said right-of-way line a distance of 117 feet to an iron rod; thence run north 47 degrees 28 minutes west a distance of 115 feet to the point of beginning; thence continue North 47 degrees 28 minutes west a distance of 60 feet to an iron rod; thence north 42 degrees 32 minutes east 117 feet to an iron rod in the northeasterly line of said Lot 4; thence run south 47 degrees 28 minutes east along said northeasterly line 60 feet; thence south 42 degrees 32 minutes west a distance of 117 feet to the point of beginning.

PARCEL IDENTIFICATION NUMBER: 32-1S-30-1901-046-003

Parcel 4- Commonly known as: 2091 Langley Avenue; 2093 Langley Avenue; 2095 Langley Avenue; 6225 Schwab Drive; 6227 Schwab Drive (OR BOOK: 4129/PG. 1180)

Begin at N-E Corner of Lot Six (6), Block C, Abb Subdivision, thence West along the North line of said Lot 6 for 156.0 feet; thence South parallel to the East line of said Lot 6 for 100 feet; thence East parallel to the North line of said Lot 6 for 156 feet; thence North along the East line of said Lot 6 for 100 feet to the point of beginning.

PARCEL IDENTIFICATION NUMBER: 32-1S-30-1901-060-003

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Pg. 3 of 4

Parcel 5- Commonly known as: 2100 Spink Lane and Easement (Portion of -OR BOOK: 2778/PG. 715):

Parcel 1: Commence at the Northeast corner of Lot 4, Block C, ABB Subdivision, a subdivision of a portion of Section 32, Township 1 South, Range 30 West, Escambia County, Florida, according to plat of said subdivision, Plat Book 1 at Page 82 of the Public Records of Escambia County, Florida, which is also the Point of Intersection of the westerly line of a 100 foot right-of-way of 9th Ave. (formerly known as Skinner Park Road) and the Southerly line of Schwab Drive, and run Southerly along the Westerly right-of-way of said 9th Avenue for a distance of 117.00 feet; thence 90° to the right a distance of 230.00 feet for the Point of Beginning; thence continue along the line last run a distance of 100.00 feet; thence 90° to the left for a distance of 100.00 feet; thence 90° to the left for a distance of 100.00 feet; thence 90° to the left for a distance of 100.00 feet to the point of beginning.

Parcel 2: Commence at the Northeast corner of Lot 4, Block C, ABB Subdivision, a subdivision of a portion of Section 32, Township 1 South, Range 30 West, Escambia County, Florida, according to plat of said subdivision, Plat Book 1, at Page 82 of the Public Records of Escambia County, Florida, which is also the Point of Intersection of the westerly line of a 100 foot right-of-way of 9th Avenue (formerly known as Skinner Park Road) and the southerly line of Schwab Drive, and run southerly along the westerly right-of-way of said 9th Avenue for a distance of 117.00 feet; thence 90° to the right a distance of 330.00 feet for the Point of Beginning; thence continue along the line last run a distance of 100.00 feet; thence 90° to the left for a distance of 100.00 feet; thence 90° to the left for a distance of 100.00 feet; thence 90° to the left for a distance of 100.00 feet to the point of beginning.

Parcel 3: Commence at the Northeast corner of Lot 4, Block C, ABB Subdivision, a subdivision of a portion of Section 32, Township 1 South, Range 30 West, Escambia County, Florida, according to plat of said subdivision recorded in Plat Book 1 at Page 82 of the Public Records of Escambia County, Florida, which is also the point of intersection of the westerly line of a 100 foot right-of-way of 9th Avenue (formerly known as Skinner Park Road) and the Southerly line of Schwab Drive and run Southerly along the Westerly right-of-way line of said 9th Avenue a distance of 117.00 feet; thence 90° to the right a distance of 430.00 feet for the Point of Beginning; thence continue along the line last run a distance of 100.00 feet; thence 90° to the left for a distance of 100.00 feet; thence 90° to the left for a distance of 100.00 feet to the Point of beginning.

Parcel 4: Commence at the Northeast corner of Lot 4, Block C, ABB Subdivision, a subdivision of a portion of Section 32, Township 1 South, Range 30 West, Escambia County, Florida, according to plat of said subdivision, Plat Book 1 at Page 82 of the Public Records of Escambia County, Florida, which is also the point of intersection of the westerly line of a 100 foot right-of-way of 9th Avenue (formerly Skinner Park Road) and the southerly line of Schwab Drive and run Southerly along the Westerly right-of-way of said 9th Avenue for a distance of 117.00 feet; thence 90° to the right a distance of 530.00 feet for the Point of Beginning; thence continue along the line last run a distance of 105.00 feet; thence 90° to the left for a distance of 100 feet; thence 90° to the left for a distance of 105.00 feet; thence 90° to the left for a distance of 100.00 feet to the point of beginning.

ALL OF THE ABOVE PARCELS 1-4, EACH TOGETHER WITH A NON-EXCLUSIVE EASEMENT DESCRIBED AS FOLLOWS:

A 13 foot non-exclusive lying 6.5 feet either side of the following described centerline:

Commence at the Northeast corner of Lot 4, Block C, ABB Subdivision, a subdivision of a portion of Section 32, Township 1 South, Range 30 West, Escambia County, Florida, according to plat of said subdivision recorded in Plat Book 1 at Page 82 of the public records of Escambia County, Florida, which is also the point of intersection of the westerly line of a 100 foot right-of-way of 9th Avenue (formerly known as Skinner Park Road) and the Southerly line of Schwab Drive and run Southerly along the Westerly right-of-way line of said 9th Avenue a distance of 223.50 feet for the Point of Beginning; thence 90° right a distance of 633.00 feet to the Point of Termination of said easement and centerline.

PARCEL IDENTIFICATION NUMBER: 32-1S-30-1901-035-003 (PORTION OF)

Parcel 6- Commonly known as: 2100 Spink Lane (Portion of -OR BOOK: 2675/PG. 243):

The East 98 Feet of the West 110 feet of the South 100 feet of Lot 4, Block "C", ABB Subdivision, Escambia County, Florida, according to Plat filed in Plat Book 1 at page 82 of the public records of said County.

PARCEL IDENTIFICATION NUMBER: 32-1S-30-1901-035-003 (PORTION OF)

Pg. 4 of 4

Parcel 7- Commonly known as: 2100 Spink Lane (Portion of -OR BOOK: 4257/PG. 1397):

The West 225 feet of the East 525 feet of the South 100 feet of Lot 4, Block "C", ABB SUBDIVISION, in Section 32, Township 1 South, Range 30 West, Escambia County, Florida, according to Plat of said subdivision recorded in Plat Book 1, Page 82 of the public records of said County, TOGETHER with a non-exclusive easement across the North 13 feet of the South 113 feet of the above said Lot 4, Block "C", ABB SUBDIVISION, for the right of ingress and egress to and from caption property.

PARCEL IDENTIFICATION NUMBER: 32-1S-30-1901-035-003 (PORTION OF)

Parcel 8- Commonly known as: 2100 Spink Lane (OR BOOK: 4284/PG. 1078):

The West 12 feet of the West 110 feet of the South 100 feet of Lot 4, Block "C" ABB Subdivision, Escambia County, Florida and Lot 5, Block "C", ABB Subdivision, Section 32, Township 1 South, Range 30 West, as per plat recorded in Plat Book 1, at Page 82 of the records of Escambia County, Florida. 32-1S-30-1901-035-003

PARCEL IDENTIFICATION NUMBER: 32-1S-30-1901-035-003 (PORTION OF)

Parcel 9- Commonly known as: 2100 Spink Lane (OR BOOK: 6559/PG. 1542):

Commence at the Southeast corner of Lot 4, Block C, ABB Subdivision, Section 32, Township 1 South, Range 30 West, Escambia County, Florida; thence North 42 degrees 32 minutes East along the Northwestern right of way line of 9th Avenue for a distance of 100 feet; thence North 47 degrees 28 minutes West and parallel to the Southwesterly boundary line of Lot 4, for a distance of 168.00 feet for the Point of Beginning; thence continue North 47 degrees 28 minutes West for a distance of 132.00 feet; thence parallel to the Northwestern right of way line of 9th Avenue, South 42 degrees 32 minutes West for a distance of 100 feet; thence South 47 degrees 28 minutes East for a distance of 132.00 feet; thence North 42 degrees 32 minutes East for a distance of 100 feet to the Point of Beginning.

PARCEL IDENTIFICATION NUMBER: 32-1S-30-1901-035-003 (PORTION OF)

Parcel 10- Commonly known as: 5608 Duval Street (OR BOOK: 3017/PG. 819):

Lots 18 through 27, inclusive, Block 6, CRESTVIEW SUBDIVISION, according to the Plat thereof as recorded in Plat Book 1, Page 13, of the Public Records of Escambia County, Florida.

PARCEL IDENTIFICATION NUMBER: 04-0073-500

Parcel 11- Commonly known as: 650 E 10 Mile Road (OR BOOK: 4447/PG. 245):

The East 218.65 feet of the West 437.3 feet Lot 17 of the subdivision of Section 23, Township 1 North, Range 30 West, Escambia County, Florida, according to the plat thereof recorded in Deed Book 102, Page 111 of the Public Records of said County. TOGETHER WITH THE ATTACHED LIST OF MOBILE HOMES.

PARCEL IDENTIFICATION NUMBER: 23-1N-30-1200-007-017

EXHIBIT "B"

MOBILE HOME LISTINGS

	YEAR	MAKE	TYPE	ID#
1	1969	NEWM	MOBILE HOME	710697
2	1972	BOWE	MOBILE HOME	1671
3	2004	VESP	MOBILE HOME	ZAPM198F245010130
4	1966	ATLA	MOBILE HOME	6843
5	1970	CHAM	MOBILE HOME	0409646308
6	1974	TAYL	MOBILE HOME	G865123FK70561
7	1971	WINT	MOBILE HOME	WA110320
8	1974	SHAN	MOBILE HOME	7416764
9	1972	BRDA	MOBILE HOME	16D202MS4547
10	1967	ARMO	MOBILE HOME	FGAFXCMG3406
11	1972	5THA	MOBILE HOME	23286
12	1984	TAHO	MOBILE HOME	FS61S143FB2102GA
13	1965	KENT	MOBILE HOME	K4484
14	1969	PRIN	MOBILE HOME	3218093
15	1973	AMER	MOBILE HOME	GC070582
16	1963	ARTC	MOBILE HOME	6256A1927
17	1964	FRON	MOBILE HOME	4500472
18	1963	ELCA	MOBILE HOME	2171191
19	1966	CULL	MOBILE HOME	1277670
20	1973	SEAB	MOBILE HOME	5212275E9
21	1968	SKYL	MOBILE HOME	6012BG360B
22	1978	CARI	MOBILE HOME	K857815
23	1960	MAGN	MOBILE HOME	M2538818
24	1971	WEST	MOBILE HOME	P-66
25	2004	HOND	MOBILE HOME	JH2AF580X4K100595
26	1996	STRV	MOBILE HOME	1SABSO2JOT1TD0220
27	1964	AMER	MOBILE HOME	G53308M
28	1960	MAGN	MOBILE HOME	M2538818
29	1985	BAND	MOBILE HOME	41068183
30	1956	LIBE	MOBILE HOME	LS22041
31	1969	HILL	MOBILE HOME	1459
32	1969	NBLT	MOBILE HOME	N1153
33	1968	SAFE	MOBILE HOME	8521164
34	1972	TIFF	MOBILE HOME	46123819
35	1965	HILL	MOBILE HOME	47X2036F
36	1967	NEWM	MOBILE HOME	704315
37	1969	ECON	MOBILE HOME	E6961192

MAIL ANY NOTICE OF DEFAULT TO:
U.S. SMALL BUSINESS ADMINISTRATION
801 Tom Martin Drive, Suite 120
Birmingham, Alabama, 35211

OR BK 5563 P60735
Escambia County, Florida
INSTRUMENT 2005-326046

THIS INSTRUMENT PREPARED BY AND MAIL TO:
Nancy Jessee, Attorney/Advisor
U.S. SMALL BUSINESS ADMINISTRATION
14925 Kingsport Road
Fort Worth, Texas 76155-2243
(817)868-2300

SPINK, James E. Jr., and Melody A.
3627-12423 Loan No. DLH 83972440-01

SPACE ABOVE THIS LINE FOR RECORDER'S USE

*Doc stamps paid in
Santa Rosa County in OR 2396
PG 1833* **MORTGAGE
(Direct)**

This mortgage made and entered into this 5th day of January 2005, by and between James E. Spink, Jr., WATA James Edward Spink, Jr., joined by his wife, Melody A. Spink, 5414 San Miguel Street, Milton, Florida 32583 (hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at 801 Tom Martin Drive, Suite 120, Birmingham, Alabama, 35211

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Santa Rosa, State of Florida:

Described in Exhibit "A" attached hereto and made a part hereof.

More commonly known as: 6217 Schwab Dr., Pensacola, Florida, 32504

It is hereby agreed between the parties hereto, that if the mortgagor, subsequent to the date of this mortgage, conveys, contracts, or attempts to sell the above described mortgaged property in any way or manner whatsoever, while said property is mortgaged to the mortgagee, and without the written consent of the mortgagee, then and in such event the whole sum of principal and interest of the debt secured by this mortgage shall, at the option of the mortgagee, become immediately due and payable, and this mortgage may be foreclosed at once if said debt is not paid in full.

"This transaction is exempt from the Florida Intangible Tax since a governmental agency is holder of the indebtedness".

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated January 5, 2005 in the principal sum of \$163,100.00 and maturing on January 5, 2035.

1. The mortgagor covenants and agrees as follows:

- a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.
- b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.
- c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said premises. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.
- d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.
- e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.
- f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.
- g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable and shall be secured by the lien of this mortgage.
- h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.
- i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.
- j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.
- k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.
2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner

of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinabove provided, the mortgagor or any person in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the *deficiency without regard to appraisal*.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

- 8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.
- 9. In compliance with section 101.106 of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.106], this instrument is to be construed and enforced in accordance with applicable Federal law.
- 10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.
- 11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 5414 San Miguel Street, Milton, Florida 32583 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 801 Tom Martin Drive, Suite 120 Birmingham, Alabama, 35211.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

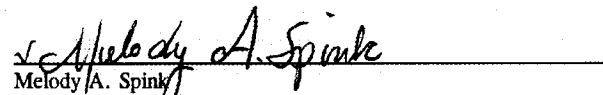
STATE OF FLORIDA)
COUNTY OF Santa Rosa)ss


James E. Spink, Jr.

The foregoing instrument was acknowledged before me this
17 day of January, 2005 by
James E. Spink, Jr.
who produced a FLDL as identification.
Angela Schnelle
Notary Public, State of Florida at Large
My Commission Expires: 8/6/07

ANGELA M. SCHNELLE
NOTARY PUBLIC - STATE OF FLORIDA
MY COMMISSION EXPIRES 8/6/07
COMM. # DD224836

STATE OF FLORIDA)
COUNTY OF Santa Rosa)ss


Melody A. Spink

The foregoing instrument was acknowledged before me this
17 day of January, 2005 by
Melody A. Spink
who produced a Florida Drivers License as identification.
Angela Schnelle
Notary Public, State of Florida at Large
My Commission Expires: 8/6/07

ANGELA M. SCHNELLE
NOTARY PUBLIC - STATE OF FLORIDA
MY COMMISSION EXPIRES 8/6/07
COMM. # DD224836

OR BK 5563 P60739
Escambia County, Florida
INSTRUMENT 2005-326046

RCD Jan 21, 2005 11:19 am
Escambia County, Florida

Name: SPINK, James E. Jr., and Melody A.

Control No. / Loan No: 3627-12423 / DLH 83972440-01

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2005-326046

EXHIBIT "A"

Described in Exhibit "A" attached hereto and made a part hereof.

Begin at the intersection of the West line of the Skinner Mill Road (right of way 50 feet) and the North line of the Joseph Pintado Grant, thence run Northerly along the West line of the said road 1023.36 feet, thence Westerly at right angles 430 feet to the Point of Beginning; thence continue same course 100 feet; thence Northerly at right angles 117 feet; thence Easterly at right angles 100 feet, thence Southerly at right angles 117 feet to Point of Beginning, all lying and being in Section 32, Township 1 South, Range 30 West, Escambia County, Florida.

Area: WAGE & INVESTMENT AREA #2 Lien Unit Phone: (800) 829-7650	Serial Number 386182907	For Optional Use by Recording Office
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As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer JAMES E SPINKS

Residence 2460 E OLIVE RD
PENSACOLA, FL 32514-6156

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (a), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2000	XXX-XX-5279	10/11/2004	11/10/2014	266.52

Place of Filing CLERK OF CIRCUIT COURT ESCAMBIA COUNTY PENSACOLA, FL 32595	Total \$	266.52
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This notice was prepared and signed at JACKSONVILLE, FL, on this, the 22nd day of August, 2007.

Signature <i>R. A. Mitchell</i> for DEBRA K. HURST	Title ACS (800) 829-7650	12-00-0000
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(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien
 Rev. Rul. 71-466, 1971 - 2 C.B. 409)
Part 1 - Kept By Recording Office
 Form 668(Y)(c) (Rev. 2-2004)
 CAT. NO 60025X