



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

0822-32

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	TLOA OF FLORIDA LLC CAPITOL ONE BANK, C/O TLOA HOLDINGS, LLC PO BOX 54077 NEW ORLEANS, LA 70154-4077	Application date	Jul 23, 2021
Property description	ROLIN BARRY D & GLENDA E 6565 NOKOMIS RD WALNUT HILL, FL 32568-1803 6565 NOKOMIS RD 12-3801-100 BEG AT SW COR OF SEC S 87 DEG 13 MIN 11 SEC E ALG S LI OF SEC 2633 37/100 FT TO SW COR OF SE 1/4 FOR (Full legal attached.)	Certificate #	2019 / 7456
		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)
# 2019/7456	06/01/2019	2,148.65	107.43	2,256.08
→ Part 2: Total*				2,256.08

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)	2,256.08
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)	2,631.08

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>Risley Rich, CRCA</i></u> Signature, Tax Collector or Designee	<u>Escambia, Florida</u> Date <u>August 5th, 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.	\$86,377.00
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>08/01/2022</u>	
Signature, Clerk of Court or Designee	

INSTRUCTIONS

PLUS \$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.

BEG AT SW COR OF SEC S 87 DEG 13 MIN 11 SEC E ALG S LI OF SEC 2633 37/100 FT TO SW COR OF SE 1/4 FOR POB N 2 DEG 5 MIN 55 SEC E 811 69 /100 FT TO SLY R/W LI OF NOKOMIS RD (66 FT R/W) ELY ALG SD R/W & ARC OF CURVE BEING CONCAVE NLY & HAVING RADIUS 1435 FT (DELTA 4 DEG 58 MIN 53 SEC CH BRG N 82 DEG 20 MIN 55 SEC E CH 124 72/100 FT) ARC DIST 124 76/100 FT TO PT OF TANG N 79 DEG 51 MIN 28 SEC E ALG SD R/W LI 394 93/100 FT S 2 DEG 40 MIN 13 SEC W 922 54/100 FT N 87 DEG 13 MIN 11 SEC W 499 70/100 FT TO POB OR 5808 P 1220 OR 5856 P 394 LESS MINERAL RIGHTS

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2100637

To: Tax Collector of ESCAMBA COUNTY, Florida

I,

TLOA OF FLORIDA LLC
CAPITOL ONE BANK, C/O TLOA HOLDINGS, LLC PO BOX 54077
NEW ORLEANS, LA 70154-4077,

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
12-3801-100	2019/7456	06-01-2019	BEG AT SW COR OF SEC S 87 DEG 13 MIN 11 SEC E ALG S LI OF SEC 2633 37/100 FT TO SW COR OF SE 1/4 FOR POB N 2 DEG 5 MIN 55 SEC E 811 69 /100 FT TO SLY R/W LI OF NOKOMIS RD (66 FT R/W) ELY ALG SD R/W & ARC OF CURVE BEING CONCAVE NLY & HAVING RADIUS 1435 FT (DELTA 4 DEG 58 MIN 53 SEC CH BRG N 82 DEG 20 MIN 55 SEC E CH 124 72/100 FT) ARC DIST 124 76/100 FT TO PT OF TANG N 79 DEG 51 MIN 28 SEC E ALG SD R/W LI 394 93/100 FT S 2 DEG 40 MIN 13 SEC W 922 54/100 FT N 87 DEG 13 MIN 11 SEC W 499 70/100 FT TO POB OR 5808 P 1220 OR 5856 P 394 LESS MINERAL RIGHTS

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
TLOA OF FLORIDA LLC
CAPITOL ONE BANK, C/O TLOA HOLDINGS, LLC PO
BOX 54077
NEW ORLEANS, LA 70154-4077

07-23-2021
Application Date

Applicant's signature



Chris Jones

Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)

 ← Nav. Mode ☒ Account ☐ Parcel ID →

[Printer Friendly Version](#)

General Information

Parcel ID: 025N334300001001
Account: 123801100
Owners: ROLIN BARRY D & GLENDA E
Mail: 6565 NOKOMIS RD
 WALNUT HILL, FL 32568-1803
Situs: 6565 NOKOMIS RD 32568
Use Code: IMPROV. AGRICULTURAL-RESIDENTIAL
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
2021	\$2,671	\$243,253	\$245,924	\$175,160
2020	\$2,671	\$212,598	\$215,269	\$172,754
2019	\$2,671	\$202,361	\$205,032	\$168,890

[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)
12/2005	5856	394	\$100	WD	
12/2005	5808	1220	\$8,000	WD	

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

2021 Certified Roll Exemptions

HOMESTEAD EXEMPTION

Legal Description

BEG AT SW COR OF SEC S 87 DEG 13 MIN 11 SEC E ALG S
 LI OF SEC 2633 37/100 FT TO SW COR OF SE 1/4 FOR
 POB N 2 DEG 5...

Extra Features

BARN
 METAL BUILDING

Parcel Information

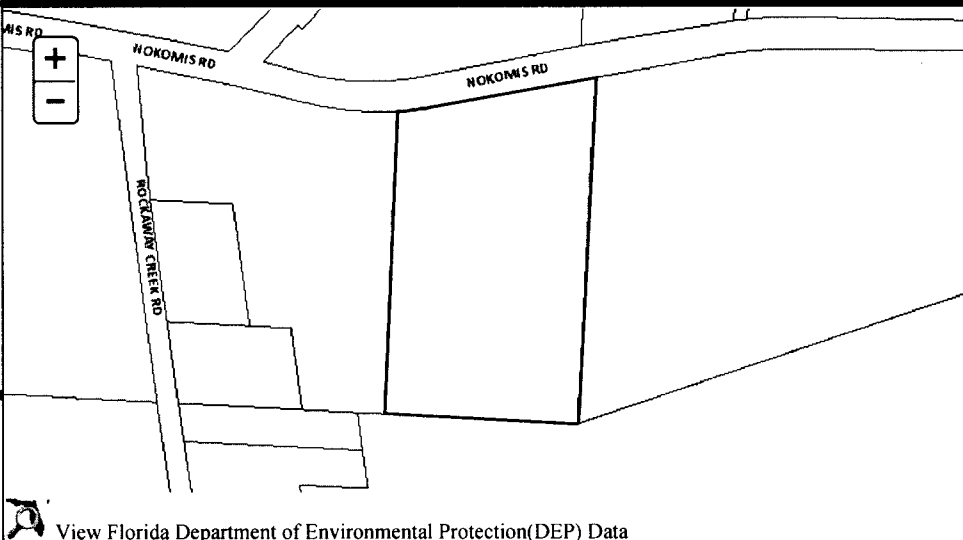
[Launch Interactive Map](#)

Section Map Id:
 02-5N-33

Approx. Acreage:
 9.7149

Zoned:
 Agr

Evacuation & Flood Information
[Open Report](#)



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

Buildings

Address: 6565 NOKOMIS RD, Year Built: 2007, Effective Year: 2007, PA Building ID#: 16538

Structural Elements

DECOR/MILLWORK-ABOVE AVERAGE

DWELLING UNITS-1

EXTERIOR WALL-VINYL SIDING

FLOOR COVER-CARPET

FOUNDATION-SLAB ON GRADE

HEAT/AIR-CENTRAL H/AC

INTERIOR WALL-DRYWALL-DECORAT

NO. PLUMBING FIXTURES-8

NO. STORIES-2

ROOF COVER-DIMEN/ARCH SHNG

ROOF FRAMING-GABLE-HI PITCH

STORY HEIGHT-0

STRUCTURAL FRAME-LIGHT STEEL

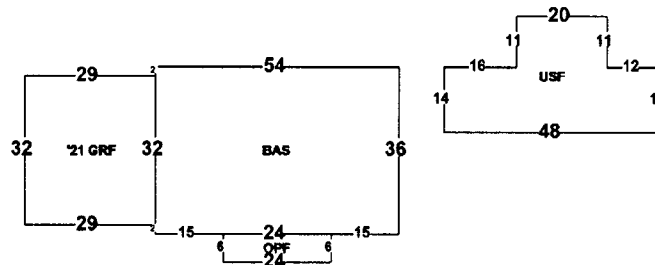
 Areas - 2980 Total SF

BASE AREA - 1944

GARAGE FIN - 0

OPEN PORCH FIN - 144

UPPER STORY FIN - 892



Images



10/7/20

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

Last Updated 08/20/2021 (fc 1482)

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **TLOA OF FLORIDA LLC CAPITAL ONE BANK** holder of **Tax Certificate No. 07456**, 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:

BEG AT SW COR OF SEC S 87 DEG 13 MIN 11 SEC E ALG S LI OF SEC 2633 37/100 FT TO SW COR OF SE 1/4 FOR POB N 2 DEG 5 MIN 55 SEC E 811 69 /100 FT TO SLY R/W LI OF NOKOMIS RD (66 FT R/W) ELY ALG SD R/W & ARC OF CURVE BEING CONCAVE NLY & HAVING RADIUS 1435 FT (DELTA 4 DEG 58 MIN 53 SEC CH BRG N 82 DEG 20 MIN 55 SEC E CH 124 72/100 FT) ARC DIST 124 76/100 FT TO PT OF TANG N 79 DEG 51 MIN 28 SEC E ALG SD R/W LI 394 93/100 FT S 2 DEG 40 MIN 13 SEC W 922 54/100 FT N 87 DEG 13 MIN 11 SEC W 499 70/100 FT TO POB OR 5808 P 1220 OR 5856 P 394 LESS MINERAL RIGHTS

SECTION 02, TOWNSHIP 5 N, RANGE 33 W

TAX ACCOUNT NUMBER 123801100 (0822-32)

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

BARRY D ROLIN and GLENDA E ROLIN

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 August, which is the **1st day of August 2022**.

Dated this 20th day of December 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

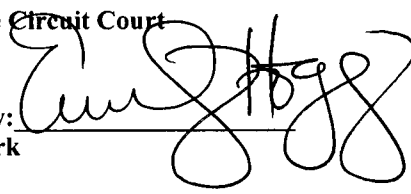
**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 123801100 Certificate Number: 007456 of 2019**

**Payor: BARRY D AND GLENDA E ROLIN 6565 NOKOMIS RD WALNUT HILL, FL 32568-1803
Date 3/30/2022**

Clerk's Check #	24671	Clerk's Total	\$544.92 3,282.70
Tax Collector Check #	1	Tax Collector's Total	\$3,150.39
		Postage	\$60.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$3,772.31

3,299.70

PAM CHILDERS
Clerk of the Circuit Court

Received By: 
Deputy Clerk

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

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



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

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

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

Case # 2019 TD 007456

Redeemed Date 3/30/2022

Name BARRY D AND GLENDA E ROLIN 6565 NOKOMIS RD WALNUT HILL, FL 32568-1803

Clerk's Total = TAXDEED	\$544.92	3,282.70
Due Tax Collector = TAXDEED	\$3,150.39	
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
------	--------	------	-------------	------------	------------

FINANCIAL SUMMARY

No Information Available - See Dockets



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 123801100 Certificate Number: 007456 of 2019

Redemption Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 8/1/2022	Redemption Date 3/30/2022
Months	13	8
Tax Collector	\$2,631.08	\$2,631.08
Tax Collector Interest	\$513.06	\$315.73
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$3,150.39	\$2,953.06 TC
Record TDA Notice	\$17.00	\$17.00
Clerk Fee	\$119.00	\$119.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$200.00	\$200.00
App. Fee Interest	\$88.92	\$54.72
Total Clerk	\$544.92	\$510.72 CH
Release TDA Notice (Recording)	\$10.00	\$10.00
Release TDA Notice (Prep Fee)	\$7.00	\$7.00
Postage	\$60.00	\$0.00
Researcher Copies	\$0.00	\$0.00
Total Redemption Amount	\$3,772.31	\$3,480.78
	Repayment Overpayment Refund Amount	\$291.53
Book/Page	8687	1561

Notes

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 8687, Page 1561, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 07456, issued the 1st day of June, A.D., 2019

TAX ACCOUNT NUMBER: 123801100 (0822-32)

DESCRIPTION OF PROPERTY:

BEG AT SW COR OF SEC S 87 DEG 13 MIN 11 SEC E ALG S LI OF SEC 2633 37/100 FT TO SW COR OF SE 1/4 FOR POB N 2 DEG 5 MIN 55 SEC E 811 69 /100 FT TO SLY R/W LI OF NOKOMIS RD (66 FT R/W) ELY ALG SD R/W & ARC OF CURVE BEING CONCAVE NLY & HAVING RADIUS 1435 FT (DELTA 4 DEG 58 MIN 53 SEC CH BRG N 82 DEG 20 MIN 55 SEC E CH 124 72/100 FT) ARC DIST 124 76/100 FT TO PT OF TANG N 79 DEG 51 MIN 28 SEC E ALG SD R/W LI 394 93/100 FT S 2 DEG 40 MIN 13 SEC W 922 54/100 FT N 87 DEG 13 MIN 11 SEC W 499 70/100 FT TO POB OR 5808 P 1220 OR 5856 P 394 LESS MINERAL RIGHTS

SECTION 02, TOWNSHIP 5 N, RANGE 33 W

NAME IN WHICH ASSESSED: BARRY D ROLIN and GLENDA E ROLIN

Dated this 30th day of March 2022.



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 #: 12-3801-100 CERTIFICATE #: 2019-7456

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: May 3, 2002 to and including May 3, 2022 Abstractor: Pam Alvarez

BY

Michael A. Campbell,
As President
Dated: May 13, 2022

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

May 13, 2022

Tax Account #: **12-3801-100**

1. The Grantee(s) of the last deed(s) of record is/are: **BARRY D ROLIN AND GLENDA E ROLIN**

By Virtue of Warranty Deed recorded 12/28/2005 in OR 5808/1220 and Corrective Warranty Deed recorded 3/8/2006 in OR 5856/394

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 First National Bank & Trust recorded 2/16/2007 OR 6088/1675**
- b. Mortgage in favor of First National Bank & Trust recorded 6/13/2013 OR 7030/1970**

4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 12-3801-100

Assessed Value: \$175,160.00

Exemptions: HOMESTEAD EXEMPTION

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: AUGUST 1, 2022
TAX ACCOUNT #: 12-3801-100
CERTIFICATE #: 2019-7456

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	
☐	☒	Notify City of Pensacola, P.O. Box 12910, 32521
☐	☒	Notify Escambia County, 190 Governmental Center, 32502
☒	☐	Homestead for <u>2021</u> tax year.

BARRY D ROLIN AND GLENDA E ROLIN
6565 NOKOMIS RD
WALNUT HILL, FL 32568-1803

BARRY D ROLIN AND GLENDA E ROLIN
248 HOWARD PAGE LANE
ATMORE, AL 36502

FIRST NATIONAL BANK & TRUST
111 SOUTH MAIN STREET
ATMORE, AL 36502

FIRST NATIONAL BANK & TRUST
PO BOX 27
ARMORE, AL 36504

Certified and delivered to Escambia County Tax Collector, this 13th day of May, 2022.

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

May 13, 2022

Tax Account #:12-3801-100

LEGAL DESCRIPTION EXHIBIT "A"

BEG AT SW COR OF SEC S 87 DEG 13 MIN 11 SEC E ALG S LI OF SEC 2633 37/100 FT TO SW COR OF SE 1/4 FOR POB N 2 DEG 5 MIN 55 SEC E 811 69 /100 FT TO SLY R/W LI OF NOKOMIS RD (66 FT R/W) ELY ALG SD R/W & ARC OF CURVE BEING CONCAVE NLY & HAVING RADIUS 1435 FT (DELTA 4 DEG 58 MIN 53 SEC CH BRG N 82 DEG 20 MIN 55 SEC E CH 124 72/100 FT) ARC DIST 124 76/100 FT TO PT OF TANG N 79 DEG 51 MIN 28 SEC E ALG SD R/W LI 394 93/100 FT S 2 DEG 40 MIN 13 SEC W 922 54/100 FT N 87 DEG 13 MIN 11 SEC W 499 70/100 FT TO POB OR 5808 P 1220 OR 5856 P 394 LESS MINERAL RIGHTS

SECTION 02, TOWNSHIP 5 N, RANGE 33 W

TAX ACCOUNT NUMBER 12-3801-100(0822-32)

ABSTRACTORS NOTE: WE CAN NOT CERTIFY LEGAL AS WRITTEN ON TAX ROLL WITHOUT A CURRENT SURVEY.

STATE OF FLORIDA
ESCAMBIA COUNTY

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That we, **WILLIAM D. EICHER** and **LOIS I. EICHER**, husband and wife, 6401 Nokomis Road, Walnut Hill, FL 32568, hereinafter called Grantors, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS, the receipt whereof is hereby acknowledged, do bargain, sell, convey, and grant unto **BARRY D. ROLIN** and **GLENDA E. ROLIN**, 248 Howard Page Lane, Atmore, AL 36502, hereinafter called Grantees, jointly for life with remainder to the survivor, their heirs, executors, administrators, and assigns forever, the following described real property, situate, lying and being in the County of Escambia, State of Florida, to-wit:

Commence at a 4"x4" concrete monument marking the Southwest corner of Section 2, Township 5 North, Range 33 West, Escambia County, Florida; thence go South 87° 13' 11" East along the South line of said Section 2 a distance of 2,633.37 feet to the Southwest corner of the Southeast Quarter of said Section 2, said point also being the point of beginning; thence go North 02° 05' 55" East along the West line of said Southeast Quarter a distance of 811.69 feet to the Southerly right of way line of Nokomis Road (County maintained 66' R/W); thence go Easterly along said right of way and the arc of a curve being concave Northerly and having a radius of 1435.00 feet (Delta = 4° 58' 53", chord bearing = North 82° 20' 55" East, chord distance = 124.72 feet) for an arc distance of 124.76 feet to the point of tangency; thence go North 79° 51' 28" East along said right of way line a distance of 394.93 feet; thence departing said right of way line go South 02° 40' 13" West a distance of 922.54 feet to the aforesaid South line of Section 2; thence go North 87° 13' 11" West along said South line a distance of 499.70 feet to the point of beginning; the above described parcel of land is situated in a portion of Section 2, Township 5 North, Range 33 West, Escambia County, Florida and contains ten acres,

SUBJECT TO reservations and easements of record,
together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, free from all exemptions and right of homestead.

And the 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 from encumbrances and that Grantors, their heirs, executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals
on this 9th day of December, 2005.

Signed, sealed and delivered
in the presence of both parties:

Linda Dwyton
Printed name: Linda Dwyton

Glenda C. Lowry
Printed name: Glenda C. Lowry

William D. Eicher (SEAL)
WILLIAM D. EICHER

Lois I. Eicher (SEAL)
LOIS I. EICHER

STATE OF ALABAMA

ESCAMBIA COUNTY

The foregoing conveyance was acknowledged before me this 9th day of December, 2005 by William D. Eicher and Lois I. Eicher, husband and wife, who are personally known to me and who did not take an oath.

Shirley D. Darby
NOTARY PUBLIC
My commission expires 10-12-2008.

No title examination was performed in the execution of this document.
The description was provided by Southeast Survey and Land Design, LLC.

This instrument prepared by:

Shirley D. Darby
Attorney at Law
P. O. Box 587
Atmore, AL 36504

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2005480911 12/28/2005 at 04:03 PM
OFF REC BK: 5806 PG: 1220 - 1221 Doc Type: WD
RECORDING: \$18.50
Deed Stamps \$55.00

STATE OF FLORIDA

ESCAMBIA COUNTY *corrective* **WARRANTY DEED**
Being re-recorded to add third page for intra-family transfer

KNOW ALL MEN BY THESE PRESENTS: That we, **WILLIAM D. EICHER** and
LOIS I. EICHER, husband and wife, 6401 Nokomis Road, Walnut Hill, FL 32568,
hereinafter called Grantors, for and in consideration of the sum of TEN DOLLARS AND
OTHER GOOD AND VALUABLE CONSIDERATIONS, the receipt whereof is hereby
acknowledged, do bargain, sell, convey, and grant unto **BARRY D. ROLIN** and **GLENDA
E. ROLIN**, 248 Howard Page Lane, Atmore, AL 36502, hereinafter called Grantees, jointly
for life with remainder to the survivor, their heirs, executors, administrators, and assigns
forever, the following described real property, situate, lying and being in the County of
Escambia, State of Florida, to-wit:

Commence at a 4"x4" concrete monument marking the Southwest corner of Section 2, Township 5 North, Range 33 West, Escambia County, Florida; thence go South 87° 13' 11" East along the South line of said Section 2 a distance of 2,633.37 feet to the Southwest corner of the Southeast Quarter of said Section 2, said point also being the point of beginning; thence go North 02° 05' 55" East along the West line of said Southeast Quarter a distance of 811.69 feet to the Southerly right of way line of Nokomis Road (County maintained 66' R/W); thence go Easterly along said right of way and the arc of a curve being concave Northerly and having a radius of 1435.00 feet (Delta = 4° 58' 53", chord bearing = North 82° 20' 55" East, chord distance = 124.72 feet) for an arc distance of 124.76 feet to the point of tangency; thence go North 79° 51' 28" East along said right of way line a distance of 394.93 feet; thence departing said right of way line go South 02° 40' 13" West a distance of 922.54 feet to the aforesaid South line of Section 2; thence go North 87° 13' 11" West along said South line a distance of 499.70 feet to the point of beginning; the above described parcel of land is situated in a portion of Section 2, Township 5 North, Range 33 West, Escambia County, Florida and contains ten acres,

SUBJECT TO reservations and easements of record,
together with all and singular the tenements, hereditaments, and appurtenances thereunto
belonging or in anywise appertaining, free from all exemptions and right of homestead.

And the 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 from encumbrances and that Grantors, their heirs, executors, administrators and
assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons
lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals
on this 9th day of December, 2005.

Signed, sealed and delivered
in the presence of both parties:

Linda Dwyton
Printed name: Linda Dwyton

Glenda C. Lowry
Printed name: Glenda C. Lowry

William D. Eicher (SEAL)
WILLIAM D. EICHER

Lois I. Eicher (SEAL)
LOIS I. EICHER

STATE OF ALABAMA
ESCAMBIA COUNTY

The foregoing conveyance was acknowledged before me this 9th day of
December, 2005 by William D. Eicher and Lois I. Eicher, husband and wife, who are
personally known to me and who did not take an oath.

Shirley D. Darby
NOTARY PUBLIC
My commission expires: 10-12-2008.

No title examination was performed in the execution of this document.
The description was provided by Southeast Survey and Land Design, LLC.

This instrument prepared by:

Shirley D. Darby
Attorney at Law
P. O. Box 587
Atmore, AL 36504

LAW OFFICE OF

SHIRLEY D. DARBY
Post Office Box 587
Atmore, Alabama 36504

104 N. Main Street
Atmore, AL 36502

Telephone (251) 368-4441
Facsimile (251) 368-2221

January 10, 2006

TO WHOM IT MAY CONCERN:

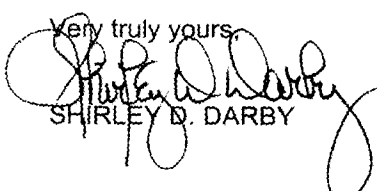
Gentlemen:

On December 9, 2005, William D. Eicher and Lois I. Eicher deeded the following property to Barry D. Rolin and Glenda E. Rolin:

Commence at a 4"x4" concrete monument marking the Southwest corner of Section 2, Township 5 North, Range 33 West, Escambia County, Florida; thence go South $87^{\circ} 13' 11''$ East along the South line of said Section 2 a distance of 2,633.37 feet to the Southwest corner of the Southeast Quarter of said Section 2, said point also being the point of beginning; thence go North $02^{\circ} 05' 55''$ East along the West line of said Southeast Quarter a distance of 811.69 feet to the Southerly right of way line of Nokomis Road (County maintained 66' R/W); thence go Easterly along said right of way and the arc of a curve being concave Northerly and having a radius of 1435.00 feet (Delta = $4^{\circ} 58' 53''$, chord bearing = North $82^{\circ} 20' 55''$ East, chord distance = 124.72 feet) for an arc distance of 124.76 feet to the point of tangency; thence go North $79^{\circ} 51' 28''$ East along said right of way line a distance of 394.93 feet; thence departing said right of way line go South $02^{\circ} 40' 13''$ West a distance of 922.54 feet to the aforesaid South line of Section 2; thence go North $87^{\circ} 13' 11''$ West along said South line a distance of 499.70 feet to the point of beginning; the above described parcel of land is situated in a portion of Section 2, Township 5 North, Range 33 West, Escambia County, Florida and contains ten acres.

Glenda E. Rolin is the daughter of the Eichers. This deed was recorded in the office of the Clerk of Court in Escambia County, FL on December 28, 2005 in Book 5808, page 1220. This was an intra- family transfer.

Very truly yours,


SHIRLEY D. DARBY

SDD/gl

Recorded in Public Records 02/16/2007 at 04:03 PM OR Book 6088 Page 1675,
Instrument #2007015598, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00 MTG Stamps \$140.00 Int. Tax \$80.00

This document was prepared by THE FIRST NATIONAL BANK & TRUST

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.

State of Florida

Space Above This Line For Recording Data

MORTGAGE (With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 02-05-2007
The parties and their addresses are:

MORTGAGOR:

BARRY D. ROLIN AND GLENDA E. ROLIN, HUSBAND AND WIFE
6585 NOKOMIS RD
WALNUT HILL, FL 32568-1803

- ☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER:

THE FIRST NATIONAL BANK & TRUST
ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA
POST OFFICE BOX 27
ATMORE, AL 36504

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:
SEE ATTACHED EXHIBIT "A"
SUBJECT PROPERTY IS THE HOMESTEAD OF THE MORTGAGORS.

The property is located in ESCAMBIA at 6585 NOKOMIS ROAD
(County)
WALNUT HILL, Florida 32568
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, 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 above (all referred to as "Property").

3. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

A. The initial indebtedness secured by this Security Instrument is the debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s) secured and include the final maturity of such debt(s).)

LOAN #4006003 IN THE NAME OF BARRY D. ROLIN AND GLENDA E. ROLIN DATED 02/05/2007 FOR THE AMOUNT OF \$40,000.00 WITH AN INTEREST RATE TO FLOAT WITH WALL STREET JOURNAL PRIME PLUS 0.75% MATURING ON 02/05/2017 ALONG WITH ALL RENEWALS, ADDITIONS, EXTENSIONS, AND MODIFICATIONS THEREOF WITH THE SAME OR WITH A DIFFERENT LOAN NUMBER.

B. All future advances made within 20 years of the date of this Security Instrument from Lender to Mortgagor or other future obligations of Mortgagor to Lender pursuant to section 4 of the Security Instrument under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other

BK: 6088 PG: 1676

future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

- C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument.

4. **MAXIMUM OBLIGATION LIMIT; FUTURE ADVANCES.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 40,000.00. 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.
5. **MORTGAGE COVENANTS.** Mortgagor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and 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.

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

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 to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees 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 approval.

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.

Property Condition, Alterations and Inspection. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. 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 shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

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 shall 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.

Leaseholds; Condominiums; Planned Unit Developments. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

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 shall 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.

Insurance. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or

postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

Financial Reports and Additional Documents. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. 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 Lender's lien status on the Property.

6. **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.
7. **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, a 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.
8. **DEFAULT.** Mortgagor will be in default if any of the following occur:

Fraud. Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

Payments. Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

Property. Any action or inaction occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subjects Mortgagor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

Executive Officers. Mortgagor is an executive officer of Lender or an affiliate and Mortgagor becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

9. **REMEDIES ON DEFAULT.** In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt 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 shall 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 Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall 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.

10. **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. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. 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. This amount may include, but is not limited to, reasonable attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

11. **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.), and 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 substances," "hazardous waste" or "hazardous 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 shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall 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 shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall 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.

BK: 6088 PG: 1679 Last Page

EXHIBIT "A"

Commence at a 4" x 4" concrete monument marking the Southwest corner of Section 2, Township 5 North, Range 33 West, Escambia County, Florida; thence go S87°13'11"E along the South line of said Section 2 a distance of 2633.37 feet to the Southwest corner of the Southeast Quarter of said Section 2, said point also being the P.O.B.; thence go N02°05'55"E along the West line of said Southeast Quarter a distance of 811.69 feet to the Southerly R/W line of Nokomis Road (county maintained 66' RW); thence go Easterly along said R/W and the arc of a curve being concave Northerly and having a radius of 1435.00 feet (Delta = 4°58'53", Chord Bearing = N82°20'55"E, Chord Distance = 124.72 feet) for an arc distance of 124.76 feet to the point of tangency; thence go N79°51'28"E along said R/W line a distance of 394.93 feet; thence departing said R/W line go S02°40'13"W a distance of 922.54 feet to the aforesaid South line of Section 2; thence go N87°13'11"W along said South line a distance of 499.70 feet to the P.O.B.; the above-described parcel of land is situated in a portion of Section 2, Township 5 North, Range 33 West, Escambia County, Florida, and contains ten (10) acres, more or less.

SIGNED FOR IDENTIFICATION:

Barry D. Rolin
BARRY D. ROLIN

2-05-07
DATE

Glenda E. Rolin
GLENDA E. ROLIN

2-05-07
DATE

Recorded in Public Records 06/13/2013 at 04:08 PM OR Book 7030 Page 1970,
Instrument #2013043040, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$78.00 MTG Stamps \$251.65 Int. Tax \$143.67

This document was prepared by FIRST NATIONAL BANK & TRUST
P. O. BOX 27 ATMORE, AL 36504

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.

☒ IF CHECKED, THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL
BALANCE DUE UPON MATURITY IS APPROXIMATELY \$ 72,146.98, TOGETHER WITH ACCRUED
INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS
MORTGAGE.
☐ IF CHECKED, THIS BALLOON MORTGAGE SECURES A VARIABLE RATE OBLIGATION AND THE BALANCE DUE
ASSUMES THAT THE INITIAL RATE OF INTEREST APPLIES FOR THE ENTIRE TERM OF THE MORTGAGE. THE
ACTUAL BALANCE DUE UPON MATURITY MAY VARY DEPENDING ON CHANGES IN THE RATE OF INTEREST.

State of Florida

Space Above This Line For Recording Data

REAL ESTATE MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage is 05-30-2013. The parties and their addresses are:
MORTGAGOR:

BARRY D. ROLIN and GLENDA E. ROLIN, HUSBAND AND WIFE
6565 NOKOMIS RD
WALNUT HILL, FL 32568-1803

☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgages.

LENDER: FIRST NATIONAL BANK & TRUST

Organized and existing under the laws of the United States of America
P. O. BOX 27
ATMORE, AL 36504

2. **MORTGAGE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure
the Secured Debt (hereafter defined), Mortgagor grants, bargains, conveys and mortgages to Lender the following
described property:

SEE ATTACHED EXHIBIT "A" INCORPORATED BY REFERENCE HEREIN.

SUBJECT PROPERTY IS THE HOMESTEAD OF THE MORTGAGORS.

The property is located in ESCAMBIA at 6565 NOKOMIS ROAD
(County)
(Address), WALNUT HILL (City), Florida 32568 (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all
diversion payments or third party payments made to crop producers, 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
above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells,
water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated
with the Property, however established.

FLORIDA - AGRICULTURAL/COMMERCIAL REAL ESTATE SECURITY INSTRUMENT (NOT FOR FINMA, FHLMC, FNA OR VA USE, AND NOT FOR CONSUMER PURPOSES)

(page 1 of 8)

© 1993, 2001 Wolters Kluwer Financial Services - Bankers Systems™ Form AGCO-RESI-FL 8/11/2006

QBOR. QBER

BK: 7030 PG: 1971

3. SECURED DEBT DEFINED. The term "Secured Debt" includes, but is not limited to, the following:

- A. The initial indebtedness secured by this Mortgage is the debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all extensions, renewals, modifications or substitutions *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.):*

LOAN #5032825900 DATED 05/30/2013 IN THE NAME OF BARRY D. ROLIN AND GLENDA E. ROLIN FOR THE AMOUNT OF \$71,837.00.

- B. All future advances made within 20 years from the date of this Mortgage from Lender to Mortgagor or other future obligations of Mortgagor to Lender pursuant to Section 4 of this Mortgage under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt.
- C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Mortgage, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.
- E. Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Lender and any Mortgage securing, guarantying, or otherwise relating to the debt.

If more than one person signs this Mortgage as Mortgagor, each Mortgagor agrees that this Mortgage will secure all future advances and future obligations described above that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. This Mortgage will not secure any other debt if Lender fails, with respect to such other debt, to make any required disclosure about this Mortgage or if Lender fails to give any required notice of the right of rescission.

- 4. MAXIMUM OBLIGATION LIMIT; FUTURE ADVANCES.** The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed \$ 71,837.00. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.
- 5. PAYMENTS.** Mortgagor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Mortgage.
- 6. WARRANTY OF TITLE.** Mortgagor covenants that Mortgagor is lawfully seized of the estate conveyed by this Mortgage and has the right to grant, bargain, convey, sell, and mortgage the Property and warrants that the Property is unencumbered, except for encumbrances of record.
- 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 Mortgage. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses which Mortgagor may have against parties who supply labor or materials to improve or maintain the Property.
- 8. 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 and that may have priority over this Mortgage, Mortgagor agrees:
- To make all payments when due and to perform or comply with all covenants.
 - To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Lender consents in writing.
- 9. DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Mortgagor's residence, this section shall be subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. For the purposes of this section, the term "Property" also includes any interest to all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Mortgage is released.
- 10. TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if (1) a beneficial interest in Mortgagor is sold

(page 2 of 8)

BDR KER

BK: 7030 PG: 1972

or transferred; (2) there is a change in either the identity or number of members of a partnership or similar entity; or (3) there is a change in ownership of more than 25 percent of the voting stock of a corporation or similar entity. However, Lender may not demand payment in the above situations if it is prohibited by law as of the date of this Mortgage.

11. ENTITY WARRANTIES AND REPRESENTATIONS. If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Mortgagor makes to Lender the following warranties and representations which shall be continuing as long as the Secured Debt remains outstanding:

- A. Mortgagor is an entity which is duly organized and validly existing in the Mortgagor's state of incorporation (or organization). Mortgagor is in good standing in all states in which Mortgagor transacts business. Mortgagor has the power and authority to own the Property and to carry on its business as now being conducted and, as applicable, is qualified to do so in each state in which Mortgagor operates.
- B. The execution, delivery and performance of this Mortgage by Mortgagor and the obligation evidenced by the Evidence of Debt are within the power of Mortgagor, have been duly authorized, have received all necessary governmental approval, and will not violate any provision of law, or order of court or governmental agency.
- C. Other than disclosed in writing Mortgagor has not changed its name within the last ten years and has not used any other trade or fictitious name. Without Lender's prior written consent, Mortgagor does not and will not use any other name and will preserve its existing name, trade names and franchises until the Secured Debt is satisfied.

12. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will give Lender prompt notice of any loss or damage to the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor will not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restriction limiting or defining the uses which may be made of the Property or any part of the Property, without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor or any other owner made under law or regulation regarding use, ownership and occupancy of the Property. Mortgagor will comply with all legal requirements and restrictions, whether public or private, with respect to the use of the Property. Mortgagor also agrees that the nature of the occupancy and use will not change without Lender's prior written consent.

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Mortgage. Mortgagor shall not partition or subdivide the Property without Lender's prior written consent. Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

13. AUTHORITY TO PERFORM. If Mortgagor fails to perform any of Mortgagor's duties under this Mortgage, or any other mortgage, deed of trust, security agreement or other lien document that has priority over this Mortgage, Lender may, without notice, perform the duties 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. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may do whatever is necessary to protect Lender's security interest in the Property. This may include completing the construction.

Lender's right to perform for Mortgagor shall 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 Mortgage. Any amounts paid by Lender for insuring, preserving or otherwise protecting the Property and Lender's security interest will be due on demand and will bear interest from the date of the payment until paid in full at the interest rate in effect from time to time according to the terms of the Evidence of Debt.

14. 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).

- A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to, any extensions, renewals, modifications or replacements (Leases).
- B. Rents, issues and profits, including but not limited to, security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Mortgagor may have that in any way pertain to or are on account of the use or occupancy of the whole or any part of the Property (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. Mortgagor will not collect in advance any Rents due in future lease periods, unless Mortgagor first obtains Lender's written consent. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. When Lender so directs in writing, Mortgagor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting and preserving the Property, and other necessary expenses. 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.

(page 3 of 8)

BDR OACR

BK: 7030 PG: 1973

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. Mortgagor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Mortgagor or any party to the Lease defaults or fails to observe any applicable law, Mortgagor will promptly notify Lender. If Mortgagor neglects or refuses to enforce compliance with the terms of the Leases, then Lender may, at Lender's option, enforce compliance.

Mortgagor will not sublet, modify, extend, cancel, or otherwise alter the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's consent. Mortgagor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses and damages due to Lender's gross negligence or intentional torts. Otherwise, Mortgagor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.

15. CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

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

- A. Any party obligated on the Secured Debt fails to make payment when due;
- B. A breach of any term or covenant in this Mortgage, any prior mortgage or any construction loan agreement, security agreement or any other document evidencing, guarantying, securing or otherwise relating to the Secured Debt;
- C. The making or furnishing of any verbal or written representation, statement or warranty to Lender that is false or incorrect in any material respect by Mortgagor or any person or entity obligated on the Secured Debt;
- D. The death, dissolution, or insolvency of, appointment of a receiver for, or application of any debtor relief law to, Mortgagor or any person or entity obligated on the Secured Debt;
- E. A good faith belief by Lender at any time that Lender is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment is impaired or the value of the Property is impaired;
- F. A material adverse change in Mortgagor's business including ownership, management, and financial conditions, which Lender in its opinion believes impairs the value of the Property or repayment of the Secured Debt; or
- G. Any loan proceeds are used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as further explained in 7 C.F.R. Part 1940, Subpart G, Exhibit M.

17. REMEDIES ON DEFAULT. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, mediation notices or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Mortgage in a manner provided by law if this Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the Evidence of Debt, other evidences of debt, this Mortgage and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether expressly set forth or not. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require full and 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 continues or happens again.

18. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Mortgage. Mortgagor will also pay on demand all of Lender's expenses incurred in collecting, insuring, preserving or protecting the Property or in any inventories, audits, inspections or other examination by Lender in respect to the Property. Mortgagor agrees to pay all costs and expenses incurred by Lender in enforcing or protecting Lender's rights and remedies under this Mortgage, including, but not limited to, reasonable attorneys' fees, court costs, and other legal expenses. Once the Secured Debt is fully and finally paid, Lender agrees to release this Mortgage and Mortgagor agrees to pay for any recordation costs. All such amounts are due on demand and will bear interest from the time of the advance at the highest rate in effect, from time to time, as provided in the Evidence of Debt and as permitted by law.

19. 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 substances," "hazardous waste" or "hazardous substance" under any Environmental Law. Mortgagor represents, warrants and agrees that, except as previously disclosed and acknowledged in writing:

- A. No Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance
 - B. with all applicable Environmental Law.
- Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.

(page 4 of 8)

ESR ESR

BK: 7030 PG: 1974

- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) 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 Environmental Law.
 - D. Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
 - E. Mortgagor and every tenant have been, are and shall remain in full compliance with any applicable Environmental Law.
 - F. There are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
 - G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
 - H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.
 - I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
 - J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.
 - K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Mortgage and in return Mortgagor will provide Lender with collateral of at least equal value to the Property secured by this Mortgage without prejudice to any of Lender's rights under this Mortgage.
 - L. Notwithstanding any of the language contained in this Mortgage to the contrary, the terms of this section shall survive any foreclosure or satisfaction of this Mortgage regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
- 20. CONDEMNATION.** Mortgagor will give Lender prompt notice of any action, real or threatened, by private or public entities to purchase or take any or all of the Property, including any easements, through condemnation, eminent domain, or any other means. Mortgagor further agrees to notify Lender of any proceedings instituted for the establishment of any sewer, water, conservation, ditch, drainage, or other district relating to or binding upon the Property or any part of it. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims and to collect and receive all sums resulting from the action or claim. 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 shall be considered payments and will be applied as provided in this Mortgage. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 21. INSURANCE.** Mortgagor agrees to maintain insurance as follows:
- A. Mortgagor shall keep the improvements now existing or hereafter built on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Mortgage.
- All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "lender loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.
- Unless Lender and Mortgagor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Debt, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay the Secured Debt whether or not then due. The 30-day period will begin when the notice is given.

(page 5 of 8)

BDR RYER

BK: 7030 PG: 1975

Unless Lender and Mortgagor otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of scheduled payments or change the amount of the payments. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- B. Mortgagor agrees to maintain comprehensive general liability insurance naming Lender as an additional insured in an amount acceptable to Lender, insuring against claims arising from any accident or occurrence in or on the Property.
- C. Mortgagor agrees to maintain rental loss or business interruption insurance, as required by Lender, in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing), under a form of policy acceptable to Lender.
- 22. NO ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
- 23. FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem necessary. Mortgagor warrants that all financial statements and information Mortgagor provides to Lender are, or will be, accurate, correct, and complete. Mortgagor agrees to sign, deliver, and file as Lender may reasonably request any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Mortgage and Lender's lien status on the Property. If Mortgagor fails to do so, Lender may sign, deliver, and file such documents or certificates in Mortgagor's name and Mortgagor hereby irrevocably appoints Lender or Lender's agent as attorney in fact to do the things necessary to comply with this section.
- 24. JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Mortgage are joint and individual. If Mortgagor signs this Mortgage but does not sign the Evidence of Debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. Mortgagor agrees that Lender and any party to this Mortgage may extend, modify or make any change in the terms of this Mortgage or the Evidence of Debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Mortgage. The duties and benefits of this Mortgage shall bind and benefit the successors and assigns of Mortgagor and Lender.
- If this Mortgage secures a guaranty between Lender and Mortgagor and does not directly secure the obligation which is guaranteed, 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 including, but not limited to, anti-deficiency or one-action laws.
- 25. APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Mortgage is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Mortgage is complete and fully integrated. This Mortgage may not be amended or modified by oral agreement. Any section or clause in this Mortgage, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section or clause of this Mortgage cannot be enforced according to its terms, that section or clause will be severed and will not affect the enforceability of the remainder of this Mortgage. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Mortgage are for convenience only and are not to be used to interpret or define the terms of this Mortgage. Time is of the essence in this Mortgage.
- 26. NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Mortgage, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 27. WAIVERS.** Except to the extent prohibited by law, Mortgagor hereby waives and releases any and all rights and remedies Mortgagor may now have or acquire in the future relating to: homestead, redemption, reinstatement, appraisal and marshalling of liens and assets.
- 28. WAIVER OF JURY TRIAL.** To the extent not prohibited by law, Mortgagor and Lender knowingly and intentionally waive the right, which the party may have, to a trial by jury with respect to any litigation arising from the Secured Debt, or any other agreement executed in conjunction with the Evidence of Debt and this Mortgage. Mortgagor and Lender each acknowledge that this section has either been brought to the attention of each party's legal counsel or that each party had the opportunity to do so.
- 29. U.C.C. PROVISIONS.** If checked, the following are applicable to, but do not limit, this Mortgage:
- ☐ **Construction Loan.** This Mortgage secures an obligation incurred for the construction of an improvement on the Property.
 - ☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property.
 - ☐ **Crops; Timber; Minerals; Rents, Issues and Profits.** Mortgagor grants to Lender a security interest in all crops, timber and minerals located on the Property as well as all rents, issues and profits of them including, but not limited to, all Conservation Reserve Program (CRP) and Payment in Kind (PIK) payments and similar governmental programs (all of which shall also be included in the term "Property").
 - ☐ **Personal Property.** Mortgagor grants to Lender a security interest in all personal property located on or connected with the Property. This security interest includes all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of

(page 6 of 8)

BDR AER

BK: 7030 PG: 1976

the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

30. OTHER TERMS. If checked, the following are applicable to this Mortgage:

- ☒ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Mortgage will remain in effect until released.
- ☐ **Separate Assignment.** The Mortgagor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.
- ☐ **Additional Terms.**

☒ IF CHECKED, THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS APPROXIMATELY \$ 72,146.98, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

☐ IF CHECKED, THIS BALLOON MORTGAGE SECURES A VARIABLE RATE OBLIGATION AND THE BALANCE DUE ASSUMES THAT THE INITIAL RATE OF INTEREST APPLIES FOR THE ENTIRE TERM OF THE MORTGAGE. THE ACTUAL BALANCE DUE UPON MATURITY MAY VARY DEPENDING ON CHANGES IN THE RATE OF INTEREST.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any attachments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated above on Page 1.

Entity Name: _____

Barry D. Rolin 6-10-2013
(Signature) BARRY D. ROLIN (Date)

Glenda E. Rolin 6-10-13
(Signature) GLENDA E. ROLIN (Date)

(Signature) _____ (Date) _____

(Signature) _____ (Date) _____

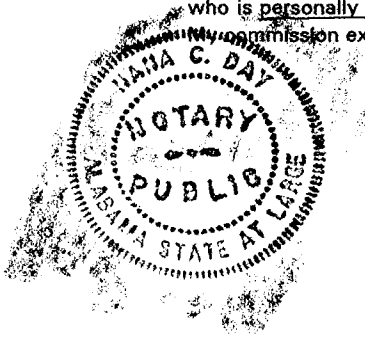
Stephen Van Pelt
(Witness) STEPHEN VAN PELT

(Witness) _____

BK: 7030 PG: 1977

ACKNOWLEDGMENT:

STATE OF Alabama, COUNTY OF ESCAMBIA } ss.
 This instrument was acknowledged before me this _____ day of _____
 (Individual) by BARRY D. ROLIN; GLENDA E. ROLIN, HUSBAND AND WIFE
 who is personally known to me or who has produced _____ as identification.
 My commission expires: 7-5-2013



Nana C. Day
 (Notary Public)

Nana C. Day
 (Printed Name of Acknowledger)

STATE OF _____, COUNTY OF _____ } ss.
 This instrument was acknowledged before me this _____ day of _____
 (Business or Entity Acknowledgment) by _____
 _____ (Title(s))
 of _____ (Name of Business or Entity)
 a _____ on behalf of the business or entity.
 He/she is personally known to me or has produced _____ as identification.
 My commission expires: _____

 (Notary Public)

 (Printed Name of Acknowledger)

BDR HER

EXHIBIT "A"

Commence at a 4 foot by 4 foot concrete monument marking the Southwest corner of Section 2, Township 5 North, Range 33 West, Escambia County, Florida; thence go South 87 degrees 13 minutes 11 seconds East along the South line of said Section 2 a distance of 2,633.37 feet to the Southwest corner of the Southeast Quarter of said Section 2, said point also being the Point of Beginning; thence go North 02 degrees 05 minutes 55 seconds East along the West line of said Southeast Quarter a distance of 811.69 feet to the Southerly right of way line of Nokomis Road (County maintained 66 foot Right-of-Way); thence go Easterly along said right of way and the arc of a curve being concave Northerly and having a radius of 1435.00 feet (Delta = 4 degrees 58 minutes 53 seconds, chord bearing = North 82 degrees 20 minutes 55 seconds East, chord distance = 124.72 feet) for an arc distance of 124.76 feet to the point of tangency; thence go North 79 degrees 51 minutes 28 seconds East along said right of way line a distance of 394.93 feet; thence departing said right of way line go South 02 degrees 40 minutes 13 seconds West a distance of 922.54 feet to the aforesaid South line of Section 2; thence go North 87 degrees 13 minutes 11 seconds West along said South line a distance of 499.70 feet to the Point of Beginning; the above described parcel of land is situated in a portion of Section 2, Township 5 North, Range 33 West, Escambia County, Florida.

SIGNED FOR IDENTIFICATION:

Barry D. Rolin
BARRY D. ROLIN

6-10-2013
DATE

Glenda E. Rolin
GLENDA E. ROLIN

6-10-13
DATE