



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

1122.44

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	KEYS TAX FUNDING LLC - 20 US BANK % KEYS TAX FUNDING LLC PO BOX 645040 CINCINNATI, OH 45264-5040	Application date	Apr 20, 2022
Property description	STEWART LORI A 195 BEACH BLVD BILOXI, MS 39530 112 MATAMOROS DR 17-0667-000 LT 28 BLK C VILLA SABINE PB 5 P 63 OR 7370 P 449 OR 7532 P 1404 OR 7547 P 2	Certificate #	2020 / 9025
		Date certificate issued	06/01/2020

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)
# 2020/9025	06/01/2020	11,419.27	570.96	11,990.23
→Part 2: Total*				11,990.23

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)
# 2021/7009	06/01/2021	17,984.98	6.25	899.25	18,890.48
Part 3: Total*					18,890.48

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)	30,880.71
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	18,521.67
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)	49,777.38

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

Sign here: [Signature] Escambia, Florida
Date April 28th, 2022
Signature, Tax Collector or Designee

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

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>11/07/2022</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS **16.25**

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.

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2200150

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

KEYS TAX FUNDING LLC - 20 US BANK % KEYS TAX FUNDING LLC
PO BOX 645040
CINCINNATI, OH 45264-5040,

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
17-0667-000	2020/9025	06-01-2020	LT 28 BLK C VILLA SABINE PB 5 P 63 OR 7370 P 449 OR 7532 P 1404 OR 7547 P 2

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
KEYS TAX FUNDING LLC - 20 US BANK % KEYS TAX
FUNDING LLC
PO BOX 645040
CINCINNATI, OH 45264-5040

04-20-2022
Application Date

Applicant's signature



Chris Jones

Escambia County Property Appraiser

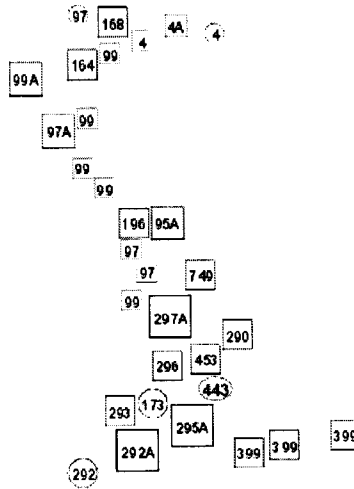
[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)

[← Nav. Mode](#)
☒ Account
 ☐ Parcel ID
 [➔](#)

[Printer Friendly Version](#)

General Information Parcel ID: 282S261900028003 Account: 170667000 Owners: STEWART LORI A Mail: 195 BEACH BLVD BILOXI, MS 39530 Situs: 112 MATAMOROS DR 32561 Use Code: SINGLE FAMILY RESID Taxing Authority: PENSACOLA BEACH Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector	Assessments <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2021</td> <td>\$348,500</td> <td>\$986,314</td> <td>\$1,334,814</td> <td>\$1,334,814</td> </tr> <tr> <td>2020</td> <td>\$348,500</td> <td>\$884,636</td> <td>\$1,233,136</td> <td>\$1,233,136</td> </tr> <tr> <td>2019</td> <td>\$348,500</td> <td>\$603,537</td> <td>\$952,037</td> <td>\$802,058</td> </tr> </tbody> </table> Disclaimer Market Value Breakdown Letter Tax Estimator File for New Homestead Exemption Online	Year	Land	Imprv	Total	Cap Val	2021	\$348,500	\$986,314	\$1,334,814	\$1,334,814	2020	\$348,500	\$884,636	\$1,233,136	\$1,233,136	2019	\$348,500	\$603,537	\$952,037	\$802,058																																		
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Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>09/06/2019</td> <td>8187</td> <td>766</td> <td>\$1,800,000</td> <td>LI</td> <td></td> </tr> <tr> <td>06/27/2016</td> <td>7547</td> <td>2</td> <td>\$100</td> <td>LI</td> <td></td> </tr> <tr> <td>06/01/2016</td> <td>7532</td> <td>1404</td> <td>\$100</td> <td>LI</td> <td></td> </tr> <tr> <td>07/02/2015</td> <td>7370</td> <td>449</td> <td>\$100</td> <td>LI</td> <td></td> </tr> <tr> <td>12/2005</td> <td>5799</td> <td>868</td> <td>\$100</td> <td>LI</td> <td></td> </tr> <tr> <td>12/2005</td> <td>5799</td> <td>866</td> <td>\$100</td> <td>LI</td> <td></td> </tr> <tr> <td>06/1991</td> <td>3014</td> <td>705</td> <td>\$200,000</td> <td>LI</td> <td></td> </tr> <tr> <td>05/1991</td> <td>3014</td> <td>704</td> <td>\$100</td> <td>OT</td> <td></td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller	Sale Date	Book	Page	Value	Type	Official Records (New Window)	09/06/2019	8187	766	\$1,800,000	LI		06/27/2016	7547	2	\$100	LI		06/01/2016	7532	1404	\$100	LI		07/02/2015	7370	449	\$100	LI		12/2005	5799	868	\$100	LI		12/2005	5799	866	\$100	LI		06/1991	3014	705	\$200,000	LI		05/1991	3014	704	\$100	OT		2021 Certified Roll Exemptions None Legal Description LT 28 BLK C VILLA SABINE PB 5 P 63 OR 8187 P 766 Extra Features PIER POOL
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09/06/2019	8187	766	\$1,800,000	LI																																																			
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Parcel Information Section Map Id: <u>PB003</u> Approx. Acreage: 0.3727 Zoned: LDR-PB Evacuation & Flood Information Open Report	Launch Interactive Map
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[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings

Address:112 MATAMOROS DR, Year Built: 1976, Effective Year: 2000, PA Building ID#: 30802

Structural Elements

DECOR/MILLWORK-MAXIMUM

DWELLING UNITS-1

EXTERIOR WALL-STUCCO OV WD/LA

EXTERIOR WALL-SIDING-LAP.AAVG

FLOOR COVER-CARPET-INL/DESI

FOUNDATION-SLAB ON GRADE

HEAT/AIR-CENTRAL H/AC

INTERIOR WALL-DRYWALL-PLASTER

NO. PLUMBING FIXTURES-9


NO. STORIES-3

ROOF COVER-TILE/CLAY/CEMNT

ROOF FRAMING-HIP

STORY HEIGHT-0

STRUCTURAL FRAME-WOOD FRAME

 Areas - 7294 Total SF

BASE AREA - 2305

GARAGE FIN - 500

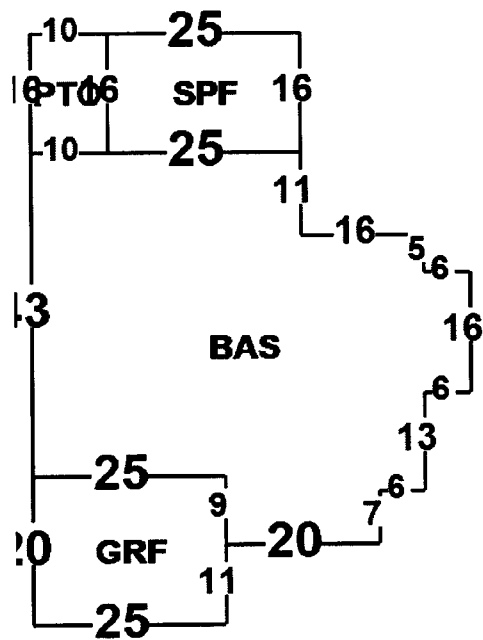
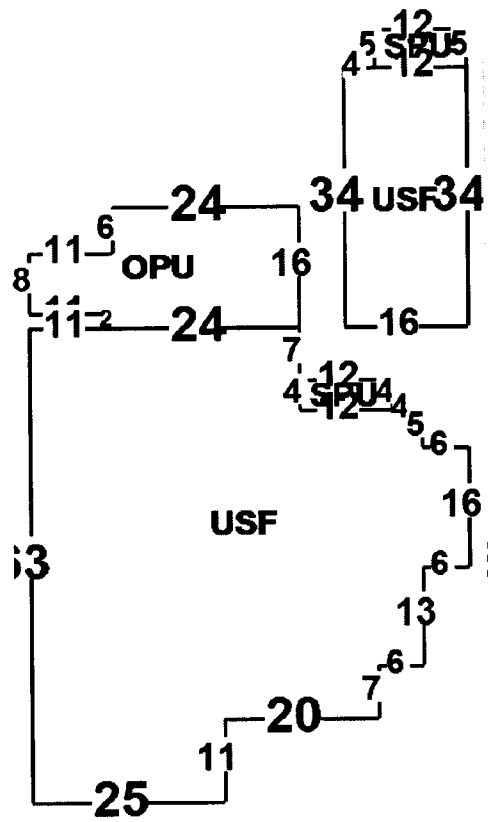
OPEN PORCH UNF - 472

PATIO - 160

SCRN PORCH FIN - 400

SCRN PORCH UNF - 108

UPPER STORY FIN - 3349



Images



10/2/2019 12:00:00 AM

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:05/03/2022 (tc.60538)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2022048819 5/11/2022 4:19 PM
OFF REC BK: 8783 PG: 220 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **KEYS TAX FUNDING LLC - 20 US BANK** holder of **Tax Certificate No. 09025**, issued the **1st day of June, A.D., 2020** 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:

LT 28 BLK C VILLA SABINE PB 5 P 63 OR 7370 P 449 OR 7532 P 1404 OR 7547 P 2

SECTION 28, TOWNSHIP 2 S, RANGE 26 W

TAX ACCOUNT NUMBER 170667000 (1122-44)

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

LORI A STEWART

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

Dated this 11th day of May 2022.

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

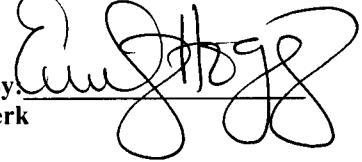
**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 170667000 Certificate Number: 009025 of 2020**

Payor: LORI A STEWART 195 BEACH BLVD BILOXI MS 39530 Date 6/23/2022

Clerk's Check #	400002907	Clerk's Total	\$508.88
Tax Collector Check #	1	Tax Collector's Total	\$55,010.25
		Postage	\$60.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$55,591.13

\$51,443.63

**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 # 2020 TD 009025

Redeemed Date 6/23/2022

Name LORI A STEWART 195 BEACH BLVD BILOXI MS 39530

Clerk's Total = TAXDEED	\$503.88	\$51,426.63
Due Tax Collector = TAXDEED	\$55,010.25	
Postage = TD2	\$60.00	
ResearcherCopies = TD6	\$0.00	
Release TDA Notice (Recording) = RECORD2	\$10.00	
Release TDA Notice (Prep Fee) = TD4	\$7.00	

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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FINANCIAL SUMMARY

No Information Available - See Dockets




PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 170667000 Certificate Number: 009025 of 2020

Redemption
 Application Date
 Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="11/7/2022"/>	Redemption Date <input type="text" value="6/23/2022"/> 
Months	7	2
Tax Collector	<input type="text" value="\$49,777.38"/>	<input type="text" value="\$49,777.38"/>
Tax Collector Interest	\$5,226.62	\$1,493.32
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$55,010.25	<input type="text" value="\$51,276.95"/> TC
Record TDA Notice	<input type="text" value="\$17.00"/>	<input type="text" value="\$17.00"/>
Clerk Fee	<input type="text" value="\$119.00"/>	<input type="text" value="\$119.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$200.00"/>	<input type="text" value="\$200.00"/>
App. Fee Interest	\$47.88	\$13.68
Total Clerk	\$503.88	<input type="text" value="\$469.68"/> CH
Release TDA Notice (Recording)	<input type="text" value="\$10.00"/>	<input type="text" value="\$10.00"/>
Release TDA Notice (Prep Fee)	<input type="text" value="\$7.00"/>	<input type="text" value="\$7.00"/>
Postage	<input type="text" value="\$60.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$55,591.13	\$51,763.63
	Repayment Overpayment Refund Amount	\$3,827.50
Book/Page	<input type="text" value="8783"/>	<input type="text" value="220"/>

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 8783, Page 220, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 09025, issued the 1st day of June, A.D., 2020

TAX ACCOUNT NUMBER: **170667000 (1122-44)**

DESCRIPTION OF PROPERTY:

LT 28 BLK C VILLA SABINE PB 5 P 63 OR 7370 P 449 OR 7532 P 1404 OR 7547 P 2

SECTION 28, TOWNSHIP 2 S, RANGE 26 W

NAME IN WHICH ASSESSED: LORI A STEWART

Dated this 23rd day of June 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 #: 17-0667-000 CERTIFICATE #: 2020-9025

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: August 1, 2002 to and including August 4, 2022 Abstractor: Alicia Hahn

BY

Michael A. Campbell,
As President
Dated: August 21, 2022

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

August 21, 2022

Tax Account #: **17-0667-000**

1. The Grantee(s) of the last deed(s) of record is/are: **LEASEHOLD - LORI A STEWART**
By Virtue of Assignment of Lease Interest recorded 10/23/2019 in OR 8187/766
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 Bank of America, N.A. recorded 12/11/2002 OR 5032/1998 and modified on 7/28/2004 OR 5478/1454**
4. Taxes:

Taxes for the year(s) NONE are delinquent.
Tax Account #: 17-0667-000
Assessed Value: \$1,334,814.00
Exemptions: NONE
5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): **SANTA ROSA ISLAND AUTHORITY**

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: NOVEMBER 7, 2022

TAX ACCOUNT #: 17-0667-000

CERTIFICATE #: 2020-9025

In compliance with Section 197.522, Florida Statutes, the following is a list of names and addresses of those persons, firms, and/or agencies having legal interest in or claim against the above-described property. The above-referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2021</u> tax year.

LORI A STEWART
112 MATAMOROS DR
PENSACOLA BEACH, FL 32561

LORI A STEWART
195 BEACH BLVD
BILOXI, MS 39530

BANK OF AMERICA, N.A.
PO BOX 31590
TAMPA, FL 33631

BANK OF AMERICA, N.A.
830 CENTRAL AVE
ST PETERSBURG, FL 33701-0000

SANTA ROSA ISLAND AUTHORITY
25 VIA DE LUNA DR
PENSACOLA BEACH, FL 32561

Certified and delivered to Escambia County Tax Collector, this 21st day of August, 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

August 21, 2022

Tax Account #:17-0667-000

**LEGAL DESCRIPTION
EXHIBIT "A"**

LT 28 BLK C VILLA SABINE PB 5 P 63 OR 7370 P 449 OR 7532 P 1404 OR 7547 P 2

SECTION 28, TOWNSHIP 2 S, RANGE 26 W

TAX ACCOUNT NUMBER 17-0667-000(1122-44)

Recorded in Public Records 10/23/2019 4:32 PM OR Book 8187 Page 766,
Instrument #2019093578, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$27.00 Deed Stamps \$12,600.00

27.00

12,600.00

Prepared by & Return to:
1905966P

Surety Land Title

ASSIGNMENT OF LEASEHOLD INTEREST

State of Florida

County of Escambia

Alexander Jarrell Leason Dancaescu and Julia Dancaescu, husband and wife and Lucian

G. Dancaescu, a married man

HEREINAFTER CALLED Assignor (which word shall be construed in the plural where the context requires), the present owner and holder of the leasehold interest of lessee in that lease granted by Santa Rosa Island Authority, as leasing agent for Escambia County, Florida, to

Mariner Realty Associates, Inc., a Florida Corporation and Wallace C. Yost and Sara C. Yost, husband and wife

recorded in Official Records Book 1370 at Page 642 and in Official Records Book 2738, Page 592, of the Public Records of Escambia County, Florida, covering the following described real property on Santa Rosa Island in Escambia County, Florida:

Lot 28, Block C, of Villa Sabine Subdivision, on Santa Rosa Island in Escambia County, Florida, according to Plat recorded in Plat Book 5, Page 63, of the Public Records of said County.

See attached Exhibit "A" for Wrap Mortgage

Lucian G. Dancaescu, one of the grantors in said Assignment of Lease, does hereby state the above parcel of land is not his constitutional homestead.

For and in consideration of the sum of One Dollar and other good and valuable considerations, the receipt of which is hereby acknowledged, do hereby sell, assign and transfer all of the right, title and interest of Assignor in said lease and demised premises, and all the improvements thereon, and all interest hereafter acquired in said leasehold estate, to

Lori A. Stewart, a married woman

Hereinafter called Assignee (which word shall be construed in the plural where the context requires), and the heirs, agents and assigns, forever, of Assignee, whose mailing address is: 195 Beach Blvd, Biloxi, MS 39530

BK: 8187 PG: 767

By acceptance of the assignment, Assignee hereby assumes and agrees to comply with the provisions of the aforesaid lease and hold Assignor harmless from any liability thereunder. Assignor covenants that Assignor is the owner of the above leasehold estate; that Assignor has a good right to transfer the same; that the property is free of any lien or encumbrance not shown above; that the Assignee may at all times peaceable and quietly enter upon, hold, occupy, and enjoy said leasehold estate; that the Assignor shall make

such further assurances to perfect the leasehold estate in said property and every part thereof; and that Assignor will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the undersigned Assignor has executed this instrument under seal this 6 day of September, 2019.

Signed, sealed and delivered in the presence of:

Judith M. Lenderman
MARIA DAVIS

Alexander Jarrell Leason Dancaescu
DS22-012-84-333-0
Julia Dancaescu
Julia Dancaescu DS22-42386-916-0
Lucian G. Dancaescu
DS22-527-49-403-0

State of Florida

County of Escambia

The foregoing instrument was acknowledged before me this 6th day of September, 2019 by Alexander Jarrell Leason Dancaescu and Julia Dancaescu and Lucian G. Dancaescu who are known to me personally or who has produced FL DL#5 as identification and have taken an oath.

My Commission Expires:

Judith M. Lenderman
 Notary Public, State Of Florida
 My Comm. Exp. Sept. 15, 2019
 ID# 320127 FF916085

X

EXHIBIT "A" to Assignment of Lease

This is a wrap-around Mortgage wrapping around that certain Mortgage to Bank of American, N.A., dated December 11, 2002 and recorded in Official Records Book 5032, Page 1998 of the Public Records of Escambia County, Florida, in the principal sum of \$900,000.00, and having been modified in Official Records Book 5478, Page 1454. Mortgagees herein remain liable for payments and covenants on said first mortgage and shall make payments as same become due until such time as same first mortgage is paid in full and satisfied. Mortgagor(s) herein are only responsible for payment and covenants herein provided for under this mortgage.

Should for any reason the Mortgagee herein allow this first mortgage to be in default then Mortgagor herein are hereby subrogated to all rights and privileges of this mortgage as to said first mortgage and shall have right to pay said first mortgage direct to said first mortgage holder and deduct all monies paid from money due Mortgagee herein under.

Mortgagor(s) herein covenant and agree to list first and second mortgagee as loss payees on any hazard insurance policies on property.

1905966P

10/5
 AFTER RECORDING, PLEASE RETURN TO: ✓
 GULF COAST TITLE PARTNERS, L.L.C.
 1403 EAST BELMONT STREET
 PENSACOLA, FL 32501 92-6661

OR BK 5032 PG1998
 Escambia County, Florida
 INSTRUMENT 2002-039768

MTG DOC STAMPS PD & ESC CO \$1575.00
 12/18/02 ERNIE LEE NASHAWATY, CLERK

By: *[Signature]*
 INTANGIBLE TAX PD & ESC CO \$ 900.00
 12/18/02 ERNIE LEE NASHAWATY, CLERK

WHEN RECORDED MAIL TO:

Bank of America Consumer Collateral Tracking,
 FL9-700-04-10
 9000 Southside Blvd, Bldg 700
 Jacksonville, FL 32256

4650
 1575.00
 900.00
 This Mortgage prepared by:

Name: MARIA R LYNCH
 Company: Bank of America, N.A.
 Address: 830 CENTRAL AVE., ST PETERSBURG, FL 33701-0000

MORTGAGE

FOR USE WITH SECURED REVOLVING CREDIT AGREEMENT

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$900,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated December 11, 2002, is made and executed between LUCIAN G DANCAESCU AND VIRGINIA J DANCAESCU A/K/A VIRGINIA JANE DANCAESCU, HUSBAND AND WIFE, AS TRUSTEES OF THE REVOCABLE LIVING TRUST AGREEMENT OF VIRGINIA JANE DANCAESCU (referred to below as "Grantor") and Bank of America, N.A., whose address is Bank of America Plaza, P.O. Box 31590, Tampa, FL 33631 (referred to below as "Lender").

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

LOT 28, BLOCK "C" OF VILLA SABINE SUBDIVISION ON SANTA ROSA ISLAND, IN ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 5, PAGE 63, OF THE PUBLIC RECORDS OF SAID COUNTY.

The Real Property or its address is commonly known as 112 MATAMOROS DR, PENSACOLA BEACH, FL 32561-5234.

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

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

OR BK 5032 PG1999
Escambia County, Florida
INSTRUMENT 2002-039768

**MORTGAGE
(Continued)**

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THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT WITH THE CREDIT LIMIT OF \$450,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

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

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

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

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

Subsequent Liens. Grantor shall not allow any subsequent liens or mortgages on all or any portion of the Property without the prior written consent of Lender.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as

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MORTGAGE (Continued)

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Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Florida law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. The Real Property is or will be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area. Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$10,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may,

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MORTGAGE (Continued)

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but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Credit Agreement; or (C) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as ousting the default so as to bar Lender from any remedy that it otherwise would have had.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Borrower's indebtedness is paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all intangible personal property taxes, documentary stamp taxes, fees, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax, including without limitation an intangible personal property tax, upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Credit Agreement; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or

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**MORTGAGE
(Continued)**

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continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Credit Agreement, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower pays all the indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Grantor will be in default under this Mortgage if any of the following happen: (A) Grantor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Borrower's or Grantor's income, assets, liabilities, or any other aspects of Borrower's or Grantor's financial condition. (B) Borrower does not meet the repayment terms of the Credit Agreement. (C) Grantor's action or inaction adversely affects the collateral or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Credit Agreement or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

OR BK 5032 PG2003
Escambia County, Florida
INSTRUMENT 2002-039768

Loan No: 68211030631699

MORTGAGE (Continued)

Page 6

Notice of Sale. Lender will give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Credit Agreement rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale, shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

NONTITLED SPOUSES AND NON-BORROWER GRANTORS. Any Grantor or Trustor who signs this Deed of Trust, Mortgage or Modification ("Security Instrument") but does not execute the Note or Credit Agreement ("Non-borrower Grantor or Trustor"): (a) is signing only to grant, bargain, sell and convey such Non-borrower Grantor's or Trustor's interest in the Property under the terms of this Security Instrument; (b) is not by signing becoming personally obligated to pay the Note or Credit Agreement; and (c) agrees that without such Non-borrower Grantor's or Trustor's consent, Lender and any other Grantor or Trustor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of all promissory notes, credit agreements, loan agreements, environmental agreements, guarantees, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the obligation evidenced by the Note or the Credit Agreement ("Related Document").

Any spouse of a Grantor or Trustor who is not in title to the Property and who signs this Security Instrument: (a) is signing only to grant, bargain, sell and convey any marital and homestead rights of such spouse in the Property; (b) is not by signing becoming personally obligated to pay the Note or Credit Agreement; and (c) agrees that without such spouse's consent, Lender and any other Grantor or Trustor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of any Related Document.

Neither of the two foregoing sentences limit the liability of any Non-borrower Grantor or Trustor or signing spouse of a Grantor or Trustor, as applicable, under any guaranty agreement or other agreement by such person, whereby such person becomes liable for the indebtedness in whole or in part; both such sentences apply notwithstanding any language to the contrary in this Security Instrument or any of the Related Documents and apply only to the extent permitted by applicable law.

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

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

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

Governing Law. This Mortgage will be governed by and interpreted in accordance with federal law and the laws of the State of Florida. This Mortgage has been accepted by Lender in the State of Florida.

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

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

OR BK 5032 PG2004
Escambia County, Florida
INSTRUMENT 2002-039768

Loan No: 68211030631699

MORTGAGE (Continued)

Page 7

presentment, demand for payment, protest, and notice of dishonor.

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

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

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

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

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

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

Borrower. The word "Borrower" means VIRGINIA J. DANCAESCU and LUCIAN G. DANCAESCU, and all other persons and entities signing the Credit Agreement.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated December 11, 2002, with credit limit of \$450,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Credit Agreement is December 11, 2027.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

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

Grantor. The word "Grantor" means LUCIAN G. DANCAESCU, VIRGINIA J. DANCAESCU A/K/A VIRGINIA JANE DANCAESCU and REVOCABLE LIVING TRUST AGREEMENT OF VIRGINIA JANE DANCAESCU.

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

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

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

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

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

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

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

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

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

OR BK 5032 PG2005
Escambia County, Florida
INSTRUMENT 2002-039768

Loan No: 68211030631699

MORTGAGE
(Continued)

Page 8

Rents. The word "Rents" means all present and future rents, revenue, income, issues, royalties, profits, and other benefits derived from the Property.

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


THIS MORTGAGE IS GIVEN UNDER SEAL AND IT IS INTENDED THAT THIS MORTGAGE IS AND SHALL CONSTITUTE AND HAVE THE EFFECT OF A SEALED INSTRUMENT ACCORDING TO LAW.

GRANTOR:

X  (Seal)
LUCIA B. DANCAESCU, Individually

X  (Seal)
VIRGINIA J. DANCAESCU A/K/A VIRGINIA JANE DANCAESCU, Individually

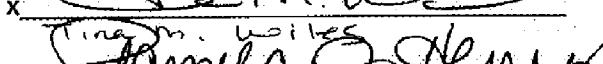
REVOCABLE LIVING TRUST AGREEMENT OF VIRGINIA JANE DANCAESCU

By:  (Seal)
Authorized Signer for REVOCABLE LIVING TRUST AGREEMENT OF VIRGINIA JANE DANCAESCU

By:  (Seal)
Authorized Signer for REVOCABLE LIVING TRUST AGREEMENT OF VIRGINIA JANE DANCAESCU

WITNESSES:

X  (Seal)

X  (Seal)
PAMELA J. HENRY

OR BK 5032 PG2006
Escambia County, Florida
INSTRUMENT 2002-039768

Loan No: 68211030631699

**MORTGAGE
(Continued)**

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Florida

)

) SS

COUNTY OF Escambia

)

The foregoing instrument was acknowledged before me this 11th day of December, 2002
by LUCIAN G DANCAESCU and VIRGINIA J DANCAESCU A/K/A VIRGINIA JANE DANCAESCU, who are personally known to me or who
have produced license as identification and did / did not take an oath.

Tina M. Wiles

(Signature of Person Taking Acknowledgment)

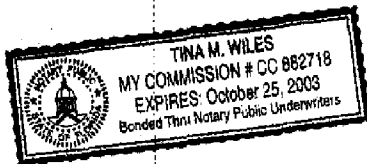
Tina M. Wiles

(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

CC 882718

(Serial Number, if any)



TRUST ACKNOWLEDGMENT

STATE OF Florida

)

) SS

COUNTY OF Escambia

)

The foregoing instrument was acknowledged before me this 11th day of December, 2002
by Lucian G. Dancaescu and Virginia Jane Dancaescu, individually
and as Trustees of The Revocable Living Trust of Virginia Jane Dancaescu
a Florida trust, on behalf of the trust. He or she/They is/are personally known to me or has/have produced license
as identification and did / did not take an oath.

Tina M. Wiles

(Signature of Person Taking Acknowledgment)

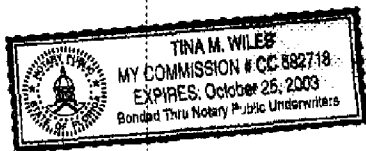
Tina M. Wiles

(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

CC 882718

(Serial Number, if any)



OR BK 5032 PG2007
Escambia County, Florida
INSTRUMENT 2002-039768

RIDER TO MORTGAGE AND SECURITY AGREEMENT

The interest hereby conveyed is a leasehold interest and wherever herein the term "fee simple" is used, this instrument is to be construed to mean and refer to said leasehold interest and estate. Wherever herein the term "land" or "premises" or "mortgaged property" or words of similar import are used, same are to be construed to refer to and consist of those rights and interest described and set forth in and demised, granted and otherwise conveyed by the terms of that certain Lease from the Santa Rosa Island Authority recorded in Official Record Book 563, Page 108, of the public records of Escambia County, Florida.

Mortgagor covenants and agrees to at all times fully perform and comply with all covenants, terms and conditions imposed upon or assumed by Mortgagor as lessee under the terms of the aforesaid lease instruments, and Mortgagor further covenants and agrees to pay any and all ad valorem real property taxes that may ever be assessed against the mortgaged property, and if Mortgagor shall fail to do so, Mortgagee may (but shall not be obligated to) take any action it deems necessary or desirable to cure any default by Mortgagor in the performance or observance of any of Mortgagor's covenants or obligations under said lease instrument, or with respect to the payment of ad valorem real property taxes. Mortgagee may pay and expend such sums of money as it in its sole discretion deems necessary for such purposes, and Mortgagor agrees to pay to Mortgagee, immediately and without demand, all such sums so paid and expended by Mortgagee, together with interest thereon from the date of such payment at the rates payable from time to time on outstanding principal under the Note. All sums so paid and expended by Mortgagee, and the interest thereon, shall be added to and be secured by the lien of this Mortgage. Mortgagor further covenants and agrees to promptly pay any annual tax of one mill and/or any recurring and/or non-recurring intangible tax that may ever be imposed by the State of Florida from time to time on each dollar of the just valuation of this Mortgage and of the promissory note secured hereby, whether such intangible tax be deemed non-recurring or recurring intangible tax, and whenever imposed. Mortgagor acknowledges that non-recurring intangible tax has been paid in conjunction with the execution of this Mortgage, but agrees, jointly and severally, together with any other obligor of the Note, to the payment of any other intangible tax if Mortgagee requires in Mortgagee's sole discretion that such intangible taxes, whether recurring or non-recurring, be paid at any time subsequent to the execution of this Mortgage. The failure to pay any such tax upon request of Mortgagee shall constitute an event of default by Mortgagor or obligor under the terms of this Mortgage.

Lucian G. Dancaescu

Indorsed by 2 Trustees

Virginia Jane Dancaescu

Virginia Jane Dancaescu
as Trustee

RCD Dec 18, 2002 09:13 am
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-039768

27.00
1925.00
1952.00
2.00 indelible

OR BK 5478 PG1454
Escambia County, Florida
INSTRUMENT 2004-275987

NTG DOC STAMPS PD # ESC CO \$1925.00
08/17/04 ERNIE LEE MAGANA, CLERK

WHEN RECORDED MAIL TO:

Bank of America Consumer Collateral Tracking
FL9-700-04-10
9000 Southside Blvd, Bldg 700
Jacksonville, FL 32256

INSTRUMENT EXEMPT FROM
"CLASS C" INTANGIBLE TAX
ERNIE LEE MAGANA, CLERK

04-3904

This Modification of Mortgage prepared by:

Name: KELLEY MCENTEGART
Company: Bank of America, N.A.
Address: 830 CENTRAL AVE., ST PETERSBURG, FL 33701-0000

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated July 28, 2004, is made and executed between VIRGINIA J DANCAESCU A/K/A VIRGINIA DANCAESCU A/K/A VIRGINIA JANE DANCAESCU AND LUCIAN G DANCAESCU A/K/A LUCIAN DANCAESCU, MARRIED TO EACH OTHER (referred to below as "Grantor") and Bank of America, N.A., whose address is Bank of America Plaza, P.O. Box 31590, Tampa, FL 33631 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 11, 2002 (the "Mortgage") which has been recorded in ESCAMBIA County, State of Florida, as follows:

RECORDED 12/18/2002 BOOK 5032 PAGE 1998.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in ESCAMBIA County, State of Florida:

LOT 28, BLOCK C, VILLA SABINE, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 63, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

The Real Property or its address is commonly known as 112 MATAMOROS DR, GULF BREEZE, FL 32561-5234.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

PRINCIPAL AMT SECURED BY MORTGAGE IS CHANGED FROM 450,000 TO 1,000,000. MATURITY DATE DESCRIBED IN THE MORTGAGE IS CHANGED TO 7/28/2029. FUTURE ADVANCE CLAUSE IS BEING MODIFIED TO READ \$2,000,000.00.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

MISCELLANEOUS. The Mortgage or Deed of Trust and all other documents held or maintained by Lender in connection with the Mortgage or Deed of Trust (and any prior renewal/extension/modification/consolidation thereof) have been properly perfected and are fully enforceable in strict accordance with the terms thereof. Any consent to jurisdiction previously executed by Grantor shall unconditionally be fully effective and fully extend to this Modification and any document executed in conjunction herewith. To the extent that any provision of this Modification conflicts with any term or condition set forth in the Mortgage or Deed of Trust, or any agreement or security document executed in conjunction herewith, the provision of this Modification shall supercede and control. Grantor acknowledges and agrees that, as of the date of this Modification, the Mortgage or Deed of Trust is fully enforceable in strict accordance with the terms thereof, and there are no claims, setoffs, avoidances, counterclaims or defenses or rights to claims, setoffs, avoidances, counterclaims or defenses to enforcement of the Mortgage or Deed of Trust or the Note or Credit Agreement. This Modification has been duly executed by Grantor under seal. Grantor acknowledges receiving a full and completed copy of this Modification (regardless whether Grantor's signature appears on the copy). "Grantor" means, jointly and severally, each person who executed or executes the Mortgage or Mortgage Modification or

OR BK 5478 PG1455
Escambia County, Florida
INSTRUMENT 2004-275987

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 68211030631699

Page 2

Deed of Trust or Deed of Trust Modification. Any litigation arising out of or relating to this Modification or the Note or Credit Agreement shall be commenced and conducted in the courts and in the States as specified in the Mortgage or Deed of Trust. Grantor hereby waives the right to trial by jury in any action brought on this Modification or on any other matter arising in connection with this Modification or the Note or Credit Agreement.

NONTITLED SPOUSES AND NON-BORROWER GRANTORS. Any Grantor or Trustor who signs this Deed of Trust, Mortgage or Modification ("Security Instrument") but does not execute the Note or Credit Agreement ("Non-borrower Grantor or Trustor"): (a) is signing only to grant, bargain, sell and convey such Non-borrower Grantor's or Trustor's interest in the Property under the terms of this Security Instrument; (b) is not by signing becoming personally obligated to pay the Note or Credit Agreement; and (c) agrees that without such Non-borrower Grantor's or Trustor's consent, Lender and any other Grantor or Trustor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the obligation evidenced by the Note or the Credit Agreement ("Related Document").

Any spouse of a Grantor or Trustor who is not in title to the Property and who signs this Security Instrument: (a) is signing only to grant, bargain, sell and convey any marital and homestead rights of such spouse in the Property; (b) is not by signing becoming personally obligated to pay the Note or Credit Agreement; and (c) agrees that without such spouse's consent, Lender and any other Grantor or Trustor may agree to renew, extend, modify, forbear or make any accommodations with regard to the terms of any Related Document.

Neither of the two foregoing sentences limit the liability of any Non-borrower Grantor or Trustor or signing spouse of a Grantor or Trustor, as applicable, under any guaranty agreement or other agreement by such person, whereby such person becomes liable for the indebtedness in whole or in part; both such sentences apply notwithstanding any language to the contrary in this Security Instrument or any of the Related Documents and apply only to the extent permitted by applicable law.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JULY 28, 2004.

GRANTOR:

X 
VIRGINIA J DANCAESCU A/K/A VIRGINIA DANCAESCU A/K/A VIRGINIA JANE
DANCAESCU

X 
LUCIAN G DANCAESCU A/K/A LUCIAN DANCAESCU

WITNESSES:

X 
Debra L. Lamy - Witness

X 
Candice L. Scales - Witness

LENDER:

BANK OF AMERICA, N.A.

X _____
Authorized Signer

OR BK 5478 PG1456
Escambia County, Florida
INSTRUMENT 2004-275987

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 68211030631699

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Florida

RCD Aug 17, 2004 10:32 am
Escambia County, Florida

COUNTY OF Escambia

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-275987

The foregoing instrument was acknowledged before me this 2nd day of August, 2004
by VIRGINIA J DANCAESCU A/K/A VIRGINIA DANCAESCU A/K/A VIRGINIA JANE DANCAESCU and LUCIAN G DANCAESCU A/K/A
LUCIAN DANCAESCU, who are personally known to me or who have produced Drivers Licenses as identification and
did / did not take an oath.



Deedra L. Lamy
(Signature of Person Taking Acknowledgment)

Deedra L. Lamy
(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)

LENDER ACKNOWLEDGMENT

STATE OF _____

)

) SS

COUNTY OF _____

)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____ He or she is personally known to me or has produced _____
as identification and did / did not take an oath.

(Signature of Person Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)

Recorded in Public Records 6/23/2022 10:46 AM OR Book 8809 Page 1288,
Instrument #2022064155, Pam Childers Clerk of the Circuit Court Escambia
County, FL

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 8783, Page 220, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 09025, issued the 1st day of June, A.D., 2020

TAX ACCOUNT NUMBER: 170667000 (1122-44)

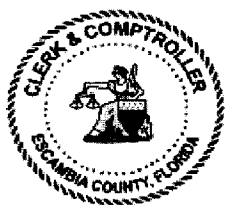
DESCRIPTION OF PROPERTY:

LT 28 BLK C VILLA SABINE PB 5 P 63 OR 7370 P 449 OR 7532 P 1404 OR 7547 P 2

SECTION 28, TOWNSHIP 2 S, RANGE 26 W

NAME IN WHICH ASSESSED: LORI A STEWART

Dated this 23rd day of June 2022.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk