APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2300261

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,
TLOA OF FLORIDA LLC
TLOA OF FLORIDA LLC FOR SECURED PARTY
PO BOX 669488
DALLAS, TX 75266-9488,
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
02-1863-300	2021/617	06-01-2021	BEG AT SE COR OF N1/2 OF LT 2 W ALG S LI OF N1/2 OF LT 150 FT N 50 FT FOR POB CONT N 150 FT S 84 DEG 32 MIN W 150 FT S 150 FT N 84 DEG 32 MIN E 150 FT TO POB OR 5962 P 899 OR 5966 P 1457 LESS OR 4121 P 604 RUSSO LESS OR 4479 P 1983 HARRIS LESS OR 4206 P 942 RD R/W

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
TLOA OF FLORIDA LLC FOR SECURED PARTY
PO BOX 669488
DALLAS, TX 75266-9488

Applicant's signature

04-25-2023
Application Date

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

Sign here: _____
Signature, Clerk of Court or Designee

Date of sale 11/01/2023

INSTRUCTIONS

Tax Collector (complete Parts 1-4)

Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application
Enter the Face Amount of Certificate in Column 3 and the Interest in Column 4 for each certificate number. Add Columns 3 and 4 and enter the amount in Column 5.

Part 3: Other Certificates Redeemed by Applicant (Other than County)
Total. Add the amounts in Columns 3, 4 and 5

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

BEG AT SE COR OF N1/2 OF LT 2 W ALG S LI OF N1/2 OF LT 150 FT N 50 FT FOR POB CONT N 150 FT S 84 DEG 32 MIN W 150 FT S 150 FT N 84 DEG 32 MIN E 150 FT TO POB OR 5962 P 899 OR 5966 P 1457 LESS OR 4121 P 604 RUSSO LESS OR 4479 P 1983 HARRIS LESS OR 4206 P 942 RD R/W

CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

FLORIDA

DR-513
Rule 12D-16.002 F.A.C
Effective 07/19

112332

Part 1: Tax Deed Application Information			
Applicant Name Applicant Address	TLOA OF FLORIDA LLC TLOA OF FLORIDA LLC FOR SECURED PARTY PO BOX 669488 DALLAS, TX 75266-9488	Application date	Apr 25, 2023
Property description	BUTCHER WILLIAM & DALBY WILLIAM E JR 1616 MOONRAKER DR MILTON, FL 32583 9121 CAMBERWELL RD 02-1863-300 BEG AT SE COR OF N1/2 OF LT 2 W ALG S LI OF N1/2 OF LT 150 FT N 50 FT FOR POB CONT N 150 FT S 84 DEG (Full legal attached.)	Certificate #	2021 / 617
		Date certificate issued	06/01/2021

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)
# 2021/617	06/01/2021	1,957.77	97.89	2,055.66
			→Part 2: Total*	**2,055.66**

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)
# 2022/690	06/01/2022	2,180.91	6.25	109.05	2,296.21
				Part 3: Total*	**2,296.21**

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)	4,351.87
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	2,235.75
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)	6,962.62

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: Jennifer N. Cassidy
Signature, Tax Collector or Designee

Escambia, Florida
Date May 5th, 2023

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

+ $6.25

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:	141S302101000006
Account:	021863300
Owners:	BUTCHER WILLIAM & DALBY WILLIAM E JR
Mail:	1616 MOONRAKER DR MILTON, FL 32583
Situs:	9121 CAMBERWELL RD 32514
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2022	$11,970	$152,582	$164,552	$144,952
2021	$11,970	$121,620	$133,590	$131,775
2020	$11,970	$107,826	$119,796	$119,796

Disclaimer

Tax Estimator

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/2006	5966	1457	$100	WD	
07/2006	5962	899	$50,400	WD	
04/2006	5903	1852	$100	CT	
08/1981	1581	922	$12,000	WD	

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

2022 Certified Roll Exemptions

None

Legal Description

BEG AT SE COR OF N1/2 OF LT 2 W ALG S LI OF N1/2 OF LT 150 FT N 50 FT FOR POB CONT N 150 FT S 84 DEG 32 MIN W 150 FT S...

Extra Features

METAL BUILDING

Parcel Information

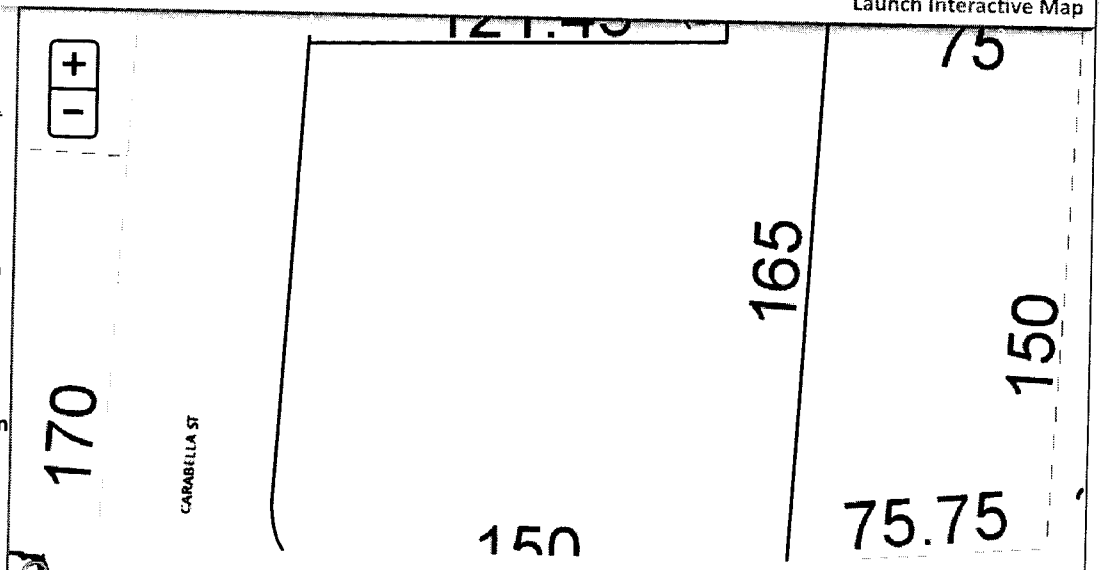
Launch Interactive Map

Section Map Id: 14-1S-30-1

Approx. Acreage: 0.5574

Zoned: MDR

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

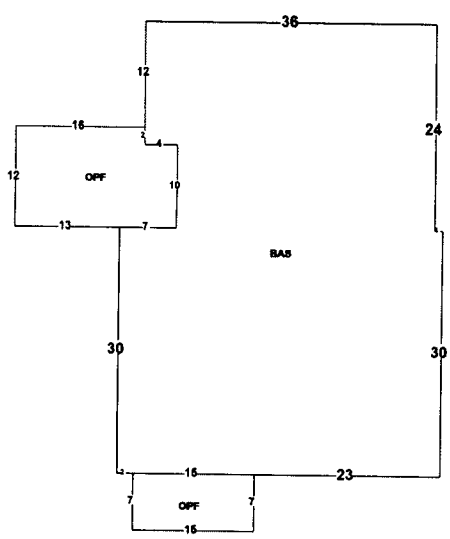
Address:9121 CAMBERWELL RD, Year Built: 1967, Effective Year: 1997, PA Building ID#: 49391

Structural Elements

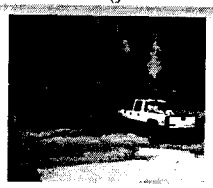
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-FACE/VENEER*
EXTERIOR WALL-*SIDING-SHT.AVG.*
FLOOR COVER-*CARPET*
FOUNDATION-*WOOD/SUB FLOOR*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*6*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*HIP*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 2361 Total SF

BASE AREA - *2024*
OPEN PORCH FIN - *337*



Images



2/23/2011 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:05/08/2023 (tc.17898)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2023037328 5/10/2023 4:21 PM
OFF REC BK: 8975 PG: 720 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **TLOA OF FLORIDA LLC** holder of **Tax Certificate No. 00617**, issued the **1st** day of **June, A.D., 2021** 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 SE COR OF N1/2 OF LT 2 W ALG S LI OF N1/2 OF LT 150 FT N 50 FT FOR POB CONT N 150 FT S 84 DEG 32 MIN W 150 FT S 150 FT N 84 DEG 32 MIN E 150 FT TO POB OR 5962 P 899 OR 5966 P 1457 LESS OR 4121 P 604 RUSSO LESS OR 4479 P 1983 HARRIS LESS OR 4206 P 942 RD R/W

SECTION 14, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 021863300 (1123-32)

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

WILLIAM BUTCHER and WILLIAM E DALBY JR

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** Wednesday in the month of November, which is the **1st day of November 2023.**

Dated this 10th day of May 2023.

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

Search Property | Property Sheet | Lien Holder's | Sold To | Redeem | Forms | Courtview | Benchmark

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 021863300 Certificate Number: 000617 of 2021

Redemption No | Application Date 4/25/2023 | Interest Rate 18%

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 11/1/2023	Redemption Date 6/9/2023
Months	7	2
Tax Collector	$6,962.62	$6,962.62
Tax Collector Interest	$731.08	$208.88
Tax Collector Fee	$6.25	$6.25
Total Tax Collector	$7,699.95	$7,177.75 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	$47.88	$13.68
Total Clerk	$503.88	$469.68 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	$8,280.83	$7,664.43
	Repayment Overpayment Refund Amount	$616.40
Book/Page	8975	720

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 # 2021 TD 000617
Redeemed Date 6/9/2023
Name WILLIAM BUTCHER 9790 KENWOOD RD SALINA OK 74365

Clerk's Total = TAXDEED	~~$503.88~~ $7,327.43
Due Tax Collector = TAXDEED	~~$7,699.95~~
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
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: 021863300 Certificate Number: 000617 of 2021

Payor: WILLIAM BUTCHER 9790 KENWOOD RD SALINA OK 74365 **Date** 6/9/2023

Clerk's Check #	5507661881	Clerk's Total	~~$503.88~~ $7,327.43
Tax Collector Check #	1	Tax Collector's Total	~~$7,699.95~~
		Postage	~~$60.00~~
		Researcher Copies	~~$0.00~~
		Recording	$10.00
		Prep Fee	$7.00
		Total Received	~~$8,280.83~~ $7,344.43

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
ESCAMBIA COUNTY FLORIDA
INST# 2023046884 6/9/2023 3:08 PM
OFF REC BK: 8992 PG: 274 Doc Type: RTD

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 8975, Page 720, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 00617, issued the 1st day of June, A.D., 2021

TAX ACCOUNT NUMBER: **021863300 (1123-32)**

DESCRIPTION OF PROPERTY:

BEG AT SE COR OF N1/2 OF LT 2 W ALG S LI OF N1/2 OF LT 150 FT N 50 FT FOR POB CONT N 150 FT S 84 DEG 32 MIN W 150 FT S 150 FT N 84 DEG 32 MIN E 150 FT TO POB OR 5962 P 899 OR 5966 P 1457 LESS OR 4121 P 604 RUSSO LESS OR 4479 P 1983 HARRIS LESS OR 4206 P 942 RD R/W

SECTION 14, TOWNSHIP 1 S, RANGE 30 W

NAME IN WHICH ASSESSED: WILLIAM BUTCHER and WILLIAM E DALBY JR

Dated this 9th day of June 2023.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

perdido
title & abstract, inc.

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 #: **02-1863-300** CERTIFICATE #: **2021-0617**

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: **July 24, 2003 to and including July 24, 2023** Abstractor: **Pam Alvarez**

BY

Michael A. Campbell,
As President
Dated: August 2, 2023

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

August 2, 2023
Tax Account #: **02-1863-300**

1. The Grantee(s) of the last deed(s) of record is/are: **WILLIAM E DALBY JR AND WILLIAM BUTCHER**

   By Virtue of Special Warranty Deed recorded 8/2/2006 in OR 5962/899 and Warranty Deed recorded 8/8/2006 in OR 5966/1457

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 AmSouth Bank recorded 11/17/2006 OR 6032/996 together with Modification recorded 1/4/2007 OR 6062/1420**

4. Taxes:

   Taxes for the year(s) NONE are delinquent.
   Tax Account #: 02-1863-300
   Assessed Value: $144,952.00
   Exemptions: NONE

5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): **NONE**

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

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

PERDIDO TITLE & ABSTRACT, INC.

PROPERTY INFORMATION REPORT

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

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: **NOV 1, 2023**

TAX ACCOUNT #: **02-1863-300**

CERTIFICATE #: **2021-0617**

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 _2022_ tax year.**

WILLIAM BUTCHER AND
WILLIAM E DALBY JR
9121 CAMBERWELL RD
PENSACOLA, FL 32514

WILLIAM BUTCHER AND
WILLIAM E DALBY JR
1616 MOONRAKER DR
MILTON, FL 32583

WILLIAM BUTCHER AND
WILLIAM E DALBY JR
1628 AMARILLO TRAIL
GULF BREEZE, FL 32563

WILLIAM BUTCHER, WILLIAM E
DALBY JR AND SHARLYN K DALBY
9790 KENWOOD RD
SALINA, OK 74365

AMSOUTH BANK
3377 GULF BREEZE PARKWAY
GULF BREEZE, FL 32563

Certified and delivered to Escambia County Tax Collector, this 2nd day of August, 2023.
PERDIDO TITLE & ABSTRACT, INC.

Michael A Campbell

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 2, 2023
Tax Account #:02-1863-300

LEGAL DESCRIPTION
EXHIBIT "A"

BEG AT SE COR OF N1/2 OF LT 2 W ALG S LI OF N1/2 OF LT 150 FT N 50 FT FOR POB CONT N 150 FT S 84 DEG 32 MIN W 150 FT S 150 FT N 84 DEG 32 MIN E 150 FT TO POB OR 5962 P 899 OR 5966 P 1457 LESS OR 4121 P 604 RUSSO LESS OR 4479 P 1983 HARRIS LESS OR 4206 P 942 RD R/W

SECTION 14, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 02-1863-300(1123-32)

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

Recorded in Public Records 08/02/2006 at 02:54 PM OR Book 5962 Page 899, Instrument #2006077975, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $27.00 Deed Stamps $352.80

Prepared by and Return to:
MARVIN E. KATZ, Esq.
BEN-EZRA & KATZ, P.A.
2901 Stirling Rd, Ste 300
Ft. Lauderdale, FL 33312
(305) 770-4100
Property Folio No: 02-1863-300
File No.: 18197

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED, made this 27th day of July , 2006. Between **WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION SUCCESSOR BY MERGE FIRST UNION NATIONAL BANK OF DELAWARE** whose post office address is: c/o Fidelity Residential Solution, 3227 E. 31st Street, #106, Tulsa, OK 74105, and **WILLIAM BUTCHER, a married man** whose post office address is: 1628 AMARILLO TERRACE, Gulf Breeze, FL 32563 **Grantee,;(The term "grantor" and "grantee" include all the parties in each capacity to the instrument and their respective heirs, personal representatives, successors and assigns)**

Witnesseth that said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to said grantor paid in hand by grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, convey and confirm onto the said grantee, the following described land, situated, lying, and being in **Escambia County**, Florida, to wit:

See Attached Exhibit "A"

SUBJECT TO:
The following reservations from and exceptions to this conveyance and the warranty of title made herein shall apply.
(1) All easements, rights-of-way and prescriptive rights whether of record or not, pertaining to any portion(s) of the herein described property (hereinafter, the "Property");

(2) All valid oil, gas and mineral rights, interests or leases, royalty reservations, mineral interest and transfers of interest of any character, in the oil, gas or minerals of record in any county in which any portion of the Property is located;

(3) All restrictive covenants, terms, conditions, contracts, provisions, zoning ordinances and other items of record in any county in which any portion of the Property is located, pertaining to any portion(s) of the Property, but only to the extent that same are still in effect;

(4) All presently recorded instruments (other than liens and conveyances by, through or under the Grantor) that affect the Property and any portion(s) thereof;

(5) Ad valorem taxes, fees and assessments, if any, for the current year and all prior and subsequent years, the payment of which Grantee assumes (at the time of transfer of title), and all subsequent assessments for this and all prior years due to change(s) in land usage (including, but not limited to, the presence or absence of improvements, if any, on the Property), ownership, or both, the payment of which Grantee assumes; and

(6) Any conditions that would be revealed by a physical inspection and survey of the Property.

"EXHIBIT A"

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH ½ OF LOT 2, SECTION 14, TOWNSHIP 1 SOUTH, RANGE 30 WEST; THENCE WEST ALONG THE SOUTH LINE OF SAID NORTH ½ A DISTANCE OF 150 FEET; THENCE NORTH 50 FEET TO POINT OF BEGINNING; THENCE CONTINUE NORTH 150 FEET; THENCE SOUTH 84°32' WEST A DISTANCE OF 150 FEET; THENCE NORTH 84°32' EAST A DISTANCE OF 150 FEET TO POINT OF BEGINNING.

LESS THAT PROPERTY CONVEYED TO ESCAMBIA COUNTY IN QUIT CLAIM DEED RECORDED IN O.R. BOOK 4206, PAGE 942, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

LESS THAT PROPERTY CONVEYED TO WARREN A. HARRIS, JR. IN QUIT CLAIM DEED RECORDED IN O.R. BOOK 4457, PAGE 1993; RE-RECORDED IN O.R. BOOK 4479, PAGE 1751, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

LESS THAT PROPERTY CONVEYED TO MICHAEL J. RUSSO AND MARK RUSSO IN QUIT CLAIM DEED RECORDED IN O.R. BOOK 4121, PAGE 604, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

TOGETHER with all the tenements, hereditament and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor covenants that it is seized and possessed of the said land and has a right to convey it, and warrants the title against the lawful claims of all persons claiming by, through, and under it, but not further otherwise.

IN WITNESS THEREOF, the grantor has signed and sealed these presents the day and year written above.

Signed, sealed and delivered in the presence of:

Sandra Smith
1st witness signature

Sandra Smith
Printed or typed name

Kalpana Patel
2nd witness signature

Kalpana Patel
Printed or typed name

WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION SUCCESSOR BY MERGE FIRST UNION NATIONAL BANK OF DELAWARE

By: Jeff Szymendera (sign)
(print)
As its Vice President

By: John Dunnery (Print)
Secretary Attest

STATE OF NC
COUNTY OF WAKE
The foregoing instrument was acknowledged before me this 11 day of July, 2006 by Jeff Szymendera, as Vice President of WACHOVIA BANK OF DELAWARE, NATIONAL ASSOCIATION SUCCESSOR BY MERGE FIRST UNION NATIONAL BANK OF DELAWARE and John Dunnery as Secretary. He/she is personally known to me or has produced _____ as identification.

Seal:

Mae Harrington
Notary Public
Print Name: _____
My Commission Expires: _____

MAE HARRINGTON
NOTARY PUBLIC
Wake County, North Carolina
My Commission Expires August 25, 2007

Recorded in Public Records 08/08/2006 at 03:24 PM OR Book 5966 Page 1457, Instrument #2006080063, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $0.70

Tax Parcel# 114494200

Warranty Deed

Made this ~~10th~~ 8th day of August, 2006 by William Butcher hereinafter called the grantor, to William E. Dalby Jr. and William Butcher whose post office address is 1628 Amarillo Trail, Gulf Breeze, FL 32563 Hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and successors and assigns of corporations.)

Witnesseth, that the grantor, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

See attached schedule "A" for legal description

Said property is not the homestead of the grantor under the laws and constitution of the State of Florida in that neither Grantor nor any members of the household of Grantor reside thereon.

Together with all the tenement, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in simple fee forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2005.

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

Signed, sealed and delivered in our presence:

(Witness #1 Sign) LEIGH PYLE

(print name)

(Witness #1 Sign)

Elizabeth Martin
(print name)

Grantor

William Butcher
Printed Name:

State of Florida

County of Santa Rosa

The foregoing instrument was acknowledged before me this 8th day of August, 2006, By William Butcher

is/are personally known to me or who has/have produced drivers license or FL DL as identification.

COLLEEN RADFORD
Notary Public - State of Florida
My Commission Expires Jun 2, 2009
Commission # DD 553187

Colleen Radford

Chris Jones
Escambia County Property Appraiser

Hurricane Dennis & Your Property Assessement (pdf)

RECORD SEARCH

Back to Parcel Details

General Information	
Name:	BANK WACHOVIA OF DELAWARE NA C/O FIDELITY HOMEQ 1270 NORTHLAND DR STE 200 MENDOTA HEIGHTS MN 55120
Account:	021863300
Reference:	141S302101000006

Legal Description
BEG AT SE COR OF N1/2 OF LT 2 W ALG S LI OF N1/2 OF LT 150 FT N 50 FT FOR POB CONT N 150 FT S 84 DEG 32 MIN W 150 FT FT S 150 FT N 84 DEG 32 MIN E 150 FT TO POB OR 5903 P 1852 LESS OR 4121 P 604 RUSSO LESS OR 4479 P 1983 HARRIS LESS OR 4206 P 942 RD R/W

Powered by ESCPA.ORG

9121 Ambsexwell

Recorded in Public Records 11/17/2006 at 08:26 AM OR Book 6032 Page 996, Instrument #2006115408, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $78.00 MTG Stamps $280.00 Int. Tax $160.00

WHEN RECORDED MAIL TO:
AmSouth Bank
Attn: Staci Gant
P.O. Box 830734
Birmingham, AL 35283

DALBY, WILLIAM E JR

Record and Return To:
Fiserv Lending Solutions
600A N.JohnRodes Blvd
MELBOURNE, FL 32934

This Mortgage prepared by:

Name: Tracie Rainey
Company: AmSouth Bank
Address: P.O. BOX 830721, BIRMINGHAM, AL 35283

2006220135 3310
132000340728

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 $80,000.00., 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 August 16, 2006, is made and executed between WILLIAM E DALBY JR , whose address is 9790 KENWOOD RD, SALINA, OK 743650000; SHARLYN K DALBY, whose address is 9790 KENWOOD RD, SALINA, OK 743650000; husband and wife, and WILLIAM BUTCHER, whose address is 9790 KENWOOD RD, SALINA, OK 743650000; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 3377 Gulf Breeze Parkway, Gulf Breeze, FL 32563 (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:**

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

The Real Property or its address is commonly known as 9121 CAMBERWELL ROAD, PENSACOLA, FL 325140000.

REVOLVING LINE OF CREDIT. This Mortgage secures the indebtedness including, without limitation, 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 the Credit Agreement and any intermediate balance.

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT WITH THE CREDIT LIMIT OF $80,000.00, 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 the occurrence of an Event of Default, 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 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.

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 ten (10) 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. Should the Real Property 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, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the maximum amount of your credit line and the full unpaid principal balance of 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, 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 curing 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 take whatever 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 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, refiled, 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.

Collect Rents. Lender personally, or by Lender's agents or attorneys, may enter into and upon all or any part of the Property, and may exclude Grantor, Grantor's agents and servants wholly from the Property. Lender may use, operate, manage and control the Property. Lender shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Property and every part thereof, all of which shall for all purposes constitute property of Grantor. After deducting the expenses of conducting the business thereof, and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other property charges upon the Property or any part thereof, as well as just and reasonable compensation for the services of Lender. Lender shall apply such monies first to the payment of the principal of the Note, and the interest thereon, when and as the same shall become payable and second to the payment of any other sums required to be paid by Grantor under this Mortgage.

Appoint Receiver. In the event of a suit being instituted to foreclose this Mortgage, Lender shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of any or all of the Property, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source. The parties agree that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases. Such appointment shall be made by the court as a matter of strict right to Lender and without notice to Grantor, and without reference to the adequacy or inadequacy of the value of the Property, or to Grantor's solvency or any other party defendant to such suit. Grantor hereby specifically waives the right to object to the appointment of a receiver and agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to Lender, and consents to the appointment of any officer or employee of Lender as 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 waive 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.

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.

DEFENSE COSTS. In addition to the costs and expenses I have agreed to pay under "Attorneys' Fees; Expenses" above, I will pay all costs and expenses incurred by Lender arising out of or relating to any steps or actions Lender takes to defend any unsuccessful claim, allegation or counterclaim I may make against Lender. Such costs and expenses shall include, without limitation, attorneys' fees and costs.

ARBITRATION OF DISPUTES AND WAIVER OF JURY TRIAL. Except as expressly provided below, any controversy, claim, dispute or disagreement (any "Claim") arising out of, in connection with or relating to (1) Grantor's business relationship with Lender; (2) the performance, interpretation, negotiation, execution, collateralization, administration, repayment, modification, or extension of this Mortgage; (3) any charge or cost incurred pursuant to this Mortgage; (4) the collection of any amounts due under this Mortgage; (5) any alleged tort or other claim arising out of or relating in any way to this Mortgage, collateral under this Mortgage, any account established pursuant to this Mortgage, or any insurance or mechanical repair contract purchased pursuant to or in connection with this Mortgage; (6) any breach of any provision of this Mortgage; (7) any statement or representation made to Grantor by or on behalf of Lender; or (8) any of the foregoing arising out of, in connection with or relating to any agreement which relates to this Mortgage or any assignment of this Mortgage, or any relationship created by or resulting from this Mortgage, will be settled by binding arbitration under the Federal Arbitration Act ("FAA"). This agreement to arbitrate shall include any Claims involving Lender's officers, directors, employees, agents, representatives, contractors, subcontractors, affiliates, successors or assigns, and any such Claims against any of those parties may be joined or consolidated with any related Claims against Lender in a single arbitration proceeding.

Administration and Rules. The arbitration will be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and, where applicable, its Supplementary Procedures for the Resolution of Consumer-Related Disputes (collectively, the "Arbitration Rules") in effect at the time the demand for arbitration is filed. In the event of a conflict between the Arbitration Rules and this Mortgage, this Mortgage will control, except that, in the event that the AAA determines that any provision of this Mortgage does not comply with applicable standards stated in the AAA's Consumer Due Process Protocol, the standards of the Protocol will control. Lender will tell Grantor how to contact the AAA and how to get a copy of the Arbitration Rules without cost if Grantor asks Lender in writing to do so. Or, Grantor may contact the AAA directly at 1-800-778-7879 (toll-free) or at www.adr.org.

Arbitration Fees and Costs. If the AAA's Supplemental Procedures for Consumer-Related Disputes apply to Grantor's Claim or Counterclaim, and if Grantor's Claim or Counterclaim for actual damages does not exceed $10,000, Grantor will be responsible for paying one-half of the arbitrator's fees up to a maximum of $125. If Grantor's Claim or Counterclaim for actual damages exceeds $10,000 but does not exceed $75,000, Grantor will be responsible for paying one-half of the arbitrator's fees up to a maximum of $375. For such Claims or Counterclaims that do not exceed $75,000, Lender will pay all other arbitrator's fees and costs imposed by the administrator of the arbitration.

If Grantor's claim or counterclaim is a consumer-related claim for actual damages that exceeds $75,000, or if it is a non-monetary consumer-related claim or counterclaim, or if it is not a consumer-related claim or counterclaim, Grantor will be responsible for paying the administrative costs and arbitrator's fees as provided in the AAA's Commercial Fee Schedule. Additionally, in the case of a consumer-related claim or counterclaim for actual damages in excess of $75,000 or for non-monetary damages, and in the case of any non-consumer-related claim or counterclaim, the prevailing party in an arbitration proceeding may seek to recover its expenses for administrative fees and arbitrator(s)'s fees from the other party in accordance with the Arbitration Rules. The final award by the arbitrator(s) pertaining to such a Claim or Counterclaim can apportion the administrative fees and expenses and arbitrators' fees between Grantor and Lender as part of the award, as the arbitrator(s) determines is appropriate.

The fees and costs stated in this Mortgage are subject to any amendments to the Arbitration Rules and fee and cost schedules of the AAA. The fee and cost schedule in effect at the time Grantor submits its claim or counterclaim will apply. The Arbitration Rules permit Grantor to request a deferral or reduction of the administrative fees of arbitration if paying them would cause Grantor extreme hardship. Each party also has the option of filing an action in small claims court for Claims or disputes within the scope of the small claims court's jurisdiction.

Arbitrator(s). The arbitration of any Claim or any counter-Claim of $100,000 or greater shall be conducted by a panel of three arbitrators. The arbitration of any Claim or any Counter-Claim of a lesser amount shall be conducted by one arbitrator. The arbitrator(s) shall be selected from the AAA's panel of arbitrators by mutual agreement between Grantor and Lender. If Grantor and Lender cannot agree on the arbitrator(s), the AAA shall appoint the arbitrator(s).

No Joinder of Claims; No Class Claims. Except as expressly provided in this agreement to arbitrate, no Claim may be joined with another dispute or lawsuit, or consolidated with the arbitration of another Claim, or resolved on behalf of a class of similarly situated persons. The validity and effect of this provision of this agreement to arbitrate shall be determined by a court of competent jurisdiction and not by the arbitrator(s).

Limitations, Defenses and Privileges. All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding will apply in the arbitration.

Location of Hearing. Any in-person arbitration hearing will be held in Birmingham, Alabama, where Lender's main office is located, or in the state where this Mortgage was executed if Lender has a branch office in that state.

Scope. Except as otherwise expressly provided in this agreement to arbitrate, any dispute regarding whether a particular controversy is subject to arbitration, including any claim of unconscionability and any dispute over the scope or validity of this agreement to arbitrate disputes or of this entire Mortgage, will be decided by the arbitrator(s).

Exchange of Information. The arbitrator(s) shall establish such reasonable procedures as may be necessary for the reasonable exchange of information between the parties prior to such arbitration.

Expedited Procedures. The Expedited Procedures of the Arbitration Rules shall apply in any dispute where no claim or counterclaim exceeds $75,000, exclusive of interest and arbitration fees and costs.

Award. In rendering an award, the arbitrator(s) shall apply applicable contract terms, statutes and legal precedent and shall follow applicable rules of evidence, enforce applicable privileges, and employ applicable burdens of proof. The arbitrator(s) shall award only such relief as a court of competent jurisdiction could properly award under applicable law. The arbitration award shall be in writing and shall include a written explanation of the basis for the award under the applicable contract terms, statutes and legal precedents. Any appeal of the arbitration award will be governed by the FAA. Judgment on the arbitration award may be entered in any court having jurisdiction.

Self-Help Remedies and Small Claims Court. This agreement to arbitrate does not limit the right of Grantor or Lender, whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as set-off or repossession and sale of collateral, or to foreclose a mortgage with or without a court action, or to bring an action (individually, and not on behalf of a class) to obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration) to protect the rights or property of the party seeking such relief. The taking of any of the actions described in the preceding sentence by Grantor or Lender or the filing of a court action by Grantor or Lender shall not be deemed to be a waiver of the right to demand arbitration of any Claim asserted as a counterclaim or the like in response to any such action. This agreement to arbitrate does not limit Grantor's or Lender's right to file an action in small claims court for Claims or disputes within the scope of the small claims court's jurisdiction.

Transaction Involving Commerce. Grantor and Lender specifically acknowledge and agree that this Mortgage evidences a "transaction involving commerce" under the FAA, and hereby waive and relinquish any right to claim otherwise. Grantor and Lender hereby acknowledge, agree and stipulate that: Lender is a multi-state banking organization engaged in interstate banking; Lender's deposits are federally insured; the funds used to fund loans such as this one are obtained, at least in part, through interstate commerce; and Lender

regularly uses the services of businesses located in other states in making and administering loans and in conducting other transactions.

Severability. Except as provided in the following sentence, if any term or provision of this agreement to arbitrate disputes and waiver of jury trial is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision. If the prohibition against joinder of claims and class actions, or any portion thereof, is held to be invalid or unenforceable, the agreement to arbitrate disputes shall also be invalid and unenforceable, but the waiver of jury trial shall continue to be enforceable.

Survival of Arbitration Agreement. This agreement to arbitrate disputes will survive the payment of the Indebtedness and the termination of this Mortgage.

Waiver of Right to Jury Trial. WHETHER ANY CLAIM OR DISPUTE IS SUBMITTED TO ARBITRATION OR RESOLVED BY A COURT, GRANTOR AND LENDER VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO SUCH DISPUTE TO THE FULLEST EXTENT ALLOWED BY LAW.

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

TERM OF CREDIT **AGREEMENT.** Unless sooner terminated according to the provisions thereof, the Credit Agreement shall terminate and expire 20 years from the date of this Mortgage.

PROPERTY IS **GRANTOR'S RESIDENCE.** Grantor covenants and agrees that the Property shall be occupied by Grantor as Grantor's primary residence or as Grantor's secondary residence as those terms are hereinafter defined. A "primary residence" is defined as a residence that serves as Grantor's principal residence and is occupied by Grantor for more than six months during any calendar year. A "secondary residence" is defined as a residence that Grantor occupies in addition to his or her primary residence and that is not licensed, let, rented or leased for more than four months during any calendar year. Neither the assignment of Rents contained in this Mortgage nor the permission reserved to Grantor under this Mortgage to use, operate or manage the Property or to collect Rents from the Property prior to foreclosure shall be construed as permission to license, let, rent or lease any portion of the Property such that it will no longer qualify as a primary or secondary residence as defined above.

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

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

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

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

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of the State of Oklahoma, in the county in which Borrower's following address is located: 9790 KENWOOD RD , SALINA, OK 743650000.

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 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 WILLIAM E DALBY JR and includes all co-signers and co-makers signing the Credit Agreement.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated August 16, 2006, **with credit limit of $80,000.00** 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 August 16, 2026. **NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**

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

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or

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

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

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

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

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

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

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

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

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

Rents. The word "Rents" means all present and future rents, revenues, income, issues, 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.

GRANTOR:

x _____
WILLIAM E DALBY JR

x _____
SHARLYN K DALBY

x _____
WILLIAM BUTCHER

WITNESSES:

x _____ JESSICA WALKER

x _____ JUDY BRADFORD

BK: 6032 PG: 1003

MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Florida)
) SS
COUNTY OF Santa Rosa)

The foregoing instrument was acknowledged before me this 8th day of November, 2006 by WILLIAM E DALBY JR ; SHARLYN K DALBY; and WILLIAM BUTCHER, husband and wife, who are personally known to me or who have produced FL DL as identification and did / did not take an oath.

Colleen Radford
(Signature of Person Taking Acknowledgment)

COLLEEN RADFORD
(Name of Acknowledger Typed, Printed or Stamped)

Branch Assistant
(Title or Rank)

(Serial Number, if any)

LASER PRO Lending, Ver. 6.27.00.005 Copyright Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - FL S:\BYSAPPS\LaserPro\CFI\CFILP\G03.FC TR-283282 PR-131

BK: 6032 PG: 1004 Last Page

G2336278

SCHEDULE A

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

ALL THAT CERTAIN LAND SITUATE IN ESCAMBIA COUNTY, FLORIDA VIZ:

BEG AT SE COR OF N1/2 OF LT 2 W ALG S LI OF N1/2 OF LT 150 FT N 50 FT FOR POB CONT N 150 FT S 84 DEG 32 MIN W 150 FT S 150 FT N 84 DEG 32 MIN E 150 FT TO POB OR 5903 P 1852 LESS OR 4121 P 604 RUSSO LESS OR 4479 P 1983 HARRIS LESS OR 4206 P 942 RD R/W

PARCEL ID: 114494200

PROPERTY ADDRESS: 9121 CAMBERWELL RD

Recorded in Public Records 01/04/2007 at 11:57 AM OR Book 6062 Page 1420, Instrument #2007001048, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $27.00 MTG Stamps $70.00 Int. Tax $40.00

WHEN RECORDED MAIL TO:

DALBY, WILLIAM E AK

Record and Return To:
Fiserv Lending Solutions
600A N.JohnRodes Blvd
MELBOURNE, FL 32934

2006 339154220

This Modification of Mortgage prepared by:

Name: Brook Hollabaugh
Company: Regions Bank, doing business as AmSouth Bank
Address: P.O. BOX 830721, BIRMINGHAM, AL 35283

132 0003407 28

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated December 19, 2006, is made and executed between WILLIAM E DALBY A/K/A WILLIAM E DALBY JR, whose address is 9790 KENWOOD RD, SALINA, OK 74365; SHARLYN K DALBY, whose address is 9790 KENWOOD RD, SALINA, OK 74365; husband and wife (referred to below as "Grantor") and Regions Bank, doing business as AmSouth Bank, whose address is 3377 Gulf Breeze Parkway, Gulf Breeze, FL 32563 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated August 16, 2006 (the "Mortgage") which has been recorded in ESCAMBIA County, State of Florida, as follows:

RECORDED ON 11/17/2006 IN THE OFFICE OF THE CLERK OF CIRCUIT COURT FOR ESCAMBIA COUNTY, FLORIDA IN OFF REC BK: 6032 PG: 996-1004.

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

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

The Real Property or its address is commonly known as 9121 CAMBERWELL RD, PENSACOLA, FL 32514.

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

The Credit Limit or maximum principal indebtedness secured by the Mortgage (excluding finance charges, any temporary overages, other charges and any amounts expended or advanced as provided in the Mortgage) is hereby increased from $80,000 to $100,000.

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.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 19, 2006.

GRANTOR:

x _____
WILLIAM E DALBY

x _____
SHARLYN K DALBY

WITNESSES:

x _____ JUDY BRADFORD

x _____ Melissa Mathis

LENDER:

REGIONS BANK, DOING BUSINESS AS AMSOUTH BANK

x _____
Authorized Signer

BK: 6062 PG: 1421

MODIFICATION OF MORTGAGE
(Continued)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Florida)
) SS
COUNTY OF Santa Rosa)

The foregoing instrument was acknowledged before me this 19th day of December, 20 06 by WILLIAM E DALBY and SHARLYN K DALBY, husband and wife, who are personally known to me or who have produced OK DL as identification and did / did not take an oath.

Colleen Radford
(Signature of Person Taking Acknowledgment)

COLLEEN RADFORD
Notary Public - State of Florida
My Commission Expires Jun 2, 2009
Commission # DD 553187

Colleen Radford
(Name of Acknowledger Typed, Printed or Stamped)

Branch Assistant
(Title or Rank)

(Serial Number, if any)

LENDER ACKNOWLEDGMENT

STATE OF Florida)
) SS
COUNTY OF Santa Rosa)

The foregoing instrument was acknowledged before me this 19th day of December, 20 06 by Leigh Ryle. He or she is personally known to me or has produced as identification and did / did not take an oath.

Colleen Radford
(Signature of Person Taking Acknowledgment)

COLLEEN RADFORD
Notary Public - State of Florida
My Commission Expires Jun 2, 2009
Commission # DD 553187

Colleen Radford
(Name of Acknowledger Typed, Printed or Stamped)

Branch Assistant
(Title or Rank)

(Serial Number, if any)

LASER PRO Lending, Ver. 6.33.00.004 Copr. Harland Financial Solutions, Inc. 1997, 2006. All Rights Reserved. - FL D:\SYSAPPS\LASERPRO\CFNLF\G201.FC TR-309884 PR-152

BK: 6062 PG: 1422 Last Page

G355FHTC

SCHEDULE A

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

BEG AT SE COR OF N ½ OF LT 2 W ALG S LI OF N ½ OF LT 150 FT N 50 FT FOR POB CONT N 150 FT S 84 DEG 32 MIN W 150 FT FT S 150 FT N 84 DEG 32 MIN E 150 FT TO POB OR 5903 P 1582 LESS OR 4121 P 604 RUSSO LESS OR 4479 P 1983 HARRIS LESS OR 4206 P 942 RD R/W

PARCEL ID: 114494200

PROPERTY ADDRESS: 9121 CAMBERWELL RD

1050 70 11.20

LESS OUT DEEDS

OR BK 4121 PG0604
Escambia County, Florida
INSTRUMENT 97-378997

PREPARED BY:
John P. Welch
Jones & Welch, P.A.
703-5 South Palafox Street
Pensacola, FL 32501
(904) 432-7604

DEED DOC STAMPS PD @ ESC CO $ 0.70
04/21/97 ERNIE LEE MAGAHA, CLERK
By

QUIT CLAIM DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS that **BEVERLY M. ZLOKAS**, an unmarried woman, for and in consideration of Ten and No/100 ($10.00) Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, do remise, release and quit claim unto quit claim unto **MICHAEL J. RUSSO**, whose address is 801 Panferio Drive, Pensacola Beach, FL 32561, and **MARK RUSSO**, whose address is 113 Curlew Way, Cotuit, Massachusetts 02635, their heirs, executors, administrators and assigns, forever, the following described property, situated in the County of Escambia, State of Florida, to-wit:

Commence at the Southeast corner of the North Half of Lot 2, Section 14, Township 1 South, Range 30 West, Escambia County, Florida; thence go North 00°33'46" West along the east line of said Lot 2 a distance of 388.82 feet to the South right-of-way line of Beatrice Drive (50' R/W); thence go North 89°53'55" West along said South right-of-Way line a distance of 300.00 feet to East right-of-way line of Carabella Drive (50' R/W); thence go South 00°33'46" East along said East right-of-way line a distance of 205.86 feet to the Point of Beginning; thence go North 85°11"20" East a distance of 120.10 feet; thence go South 04°24'49" East a distance of 19.54 feet; thence go South 84°59'28" West a distance of 121.45 feet to said East right-of-way line; thence go North 00°33'46" West along said East right-of-way line a distance of 20.01 feet to the Point of Beginning. The above-described parcel of land is situated in Section 14, Township 1 South, Range 30 West, Escambia County, Florida, and contains 2,384 square feet, more or less.

Parcel ID Number 14-1S-30-2101-000-006

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

Return to
Lawyers Title Agency of
North Florida, Inc.
P. O. Box 12027
Pensacola, FL 32589
3A-52306

OR BK 4121 PG0605
Escambia County, Florida
INSTRUMENT 97-378997

IN WITNESS WHEREOF, I have hereunto set my hand and seal on this 31st day of MARCH, 1997.

Signed, sealed and delivered
in the presence of:

Witness
Type or Print Name: ROGER A. COUNTRYMAN

BEVERLY M. ZLOKAS

Witness
Type or Print Name: JAMES COHRON

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing was acknowledged before me on this 31st day of MARCH, 1997, by BEVERLY M. ZLOKAS who is personally known to me or who produced _____ as Identification and who did take an oath.

- S E A L -

NOTARY PUBLIC
Type or Print Name
My Commission Expires:

ROGER A. COUNTRYMAN
Notary Public, State of Florida
My Comm. expires Aug. 16, 1999
No. CC 408994
Bonded Thru Official Notary Service
1-(800) 723-0121

RCD Apr 21, 1997 01:19 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 97-378997

This Deed is being re-recorded
to correct a typographical error
in the legal description.

OR BK 4457 PG1983
Escambia County, Florida
INSTRUMENT 99-650211

DEED DOC STAMPS PD @ ESC CO $ 0.70
08/24/99 ERNIE LEE MAGAHA, CLERK
By:

RCD Aug 24, 1999 10:28 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 99-650211

This instrument was prepared by:

Edward P. Fleming, Esquire
4300 Bayou Boulevard, Suite 13
Pensacola, Florida 32503

OR BK 4479 PG1751
Escambia County, Florida
INSTRUMENT 99-671479

QUIT CLAIM DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS, that **BEVERLY MAY ZLOKAS**, a married ___/ unmarried ✓ woman, whose mailing address is: 9121 Camberwell Road, Pensacola, Florida 32514-5834, for and in consideration of TEN DOLLARS ($10.00) AND OTHER GOOD AND VALUABLE CONSIDERATIONS, the receipt of which is hereby acknowledged, does remise, release and quit claim unto **WARREN A. HARRIS, JR.**, an unmarried man, whose mailing address is 9110 Carabella Street, Pensacola, FL 32514, hereinafter called Grantee, his heirs, administrators, executors and assigns, forever, the following described real property in the County of Escambia, State of Florida, to-wit:

> Commence at the Southeast corner of the North half of Lot 2, Section 14, Township 1 South, Range 30 West, Escambia County, Florida; Thence go North 00°33'46" West along the East line of said Lot 2 a distance of 388.82 feet to the South right-of-way line of Beatrice Drive (50' R/W); Thence Go North 89°53'55" West along said South right-of-way line* of Carabella Drive (50' R/W); Thence go South 00°33'46" East along said East right-of-way line a distance of 149.32 feet to the Point of Beginning; Thence go North 85°38'54" East a distance of 150.31 feet; Thence go South 00°33'46" East a distance of 55.33 feet; Thence go South 85°11'20" West a distance of 30.29 feet; Thence go South 04°24'49" East a distance of 19.54 feet; Thence go South 84°59'28" West a distance of 121.45 feet to said East right-of-way line; Thence go North 00°33'46" West along East right-of-way line a distance of 76.55 feet to the Point of Beginning.

*a distance of 300.00 feet to the East right-of-way line

The above described parcel of land is situated in Section 14, Township 1 South, Range 30 West, Escambia County, Florida

The property being conveyed herein does not constitute the Homestead of the Grantor.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exceptions and right of homestead.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 19th day of July, 1999.

WITNESSES AS TO GRANTOR:

Beverly A. Harmon
Printed Name Beverly A Harmon

Edward P. Fleming
Printed Name Edward P. Fleming

Beverly May Zlokas
BEVERLY MAY ZLOKAS

RCD Oct 11, 1999 08:46 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 99-671479

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 19th day of July, 1999, by BEVERLY MAY ZLOKAS, who is personally known to me OR has produced FLDL# Z422-073-28-649-0 as identification.

Tanya A. Vaughn
(Signature of Notary Public)
Print Name: Tanya A. Vaughn
Notary Public, State of Florida
My Commission Expires: 2-9-2001
Commission Number: CC 620015

Tanya A. Vaughn
Notary Public, State of Florida
Commission No. CC 620015
My Commission Exp. 2/9/2001
Bonded Through Fla. Notary Service & Bonding Co.

CAMBERWELL ROAD R/W
2101-6

OR BK 4206 PG0942
Escambia County, Florida
INSTRUMENT 97-444533

QUIT CLAIM DEED

THIS INDENTURE made this 30th day of OCTOBER, A.D., 1996, between Beverly May Zlokas, an unremarried widow, whose address is:
9121 Camberwell Road
Pensacola, FL 32514
as Party of the First Part and the Board of Commissioners of Escambia County, Florida, as Party of the Second Part.

WITNESSETH, that the Party of the First Part, for and in consideration of the sum of One ($1.00) Dollar and other valuable considerations paid, receipt of which is hereby acknowledged, does herey remise, release, quit claim and convey unto the Party of the Second Part, its successors and assigns, all right, title, interest, claim and demand which the Party of the First Part has in and to the following described land, situate, lying and being in the County of Escambia, State of Florida, to-wit:

A parcel of property for road right-of-way purposes, said parcel being more particularly described on the attached EXHIBIT 'A'.

DEED DOC STAMPS PD @ ESC CO $ 0.70
12/29/97 ERNIE LEE MAGAHA, CLERK
By: Barbara Bethea

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise appertaining or incident and all the estate, right, title, interest and claim whatsoever of the said Party of the First Part in law or in equity, to the only proper use, benefit and behoof of the Party of the Second Part, its successors and assigns, forever.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the date first above written.

Signed, sealed and delivered
in the presence of:

Cheryle Zlokas
WITNESS

Cheryle Zlokas
Print or Type Name

Ronald D. Argersinger
WITNESS

Donald D Argersinger
Print or Type Name

Beverly May Zlokas (SEAL)
Beverly May Zlokas

(OVER)

OR BK 4206 PG0943
Escambia County, Florida
INSTRUMENT 97-444533

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Before me personally appeared BEVERLY MAY ZIOKAS who is personally known to me or who has produced FL DRIVERS LIC _____ as identification and who did/did not take an oath, and who is known to me to be the individual described in and who executed the foregoing instrument and acknowledged before me that the same was executed for the purpose herein expressed.

WITNESS my hand and official seal this 30th day of OCT, A.D., 1996.

Donald D. Argersinger
Notary Public

DONALD D. ARGERSINGER
Print or Type Name

Commission Number:
Commission Expires:

OFFICIAL NOTARY SEAL
Donald D. Argersinger
Notary Public State of Florida
Commission No. CC 508733
My Commission Expires Nov. 13, 1999

TITLE TO THE ABOVE PROPERTY accepted for public use by Escambia County, Florida, ~~at the meeting of the Board of Commissioners of Escambia County, Florida this 19th day of NOVEMBER, A.D. 19 96~~ this 29th day of December, A.D., 1997.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By Mike Bass
Chairman: ~~Thomas G. Banjenin~~
Mike Bass

ATTEST: ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

By Marilyn Langley
Deputy Clerk

B.C.C. Approved: 06/24/97

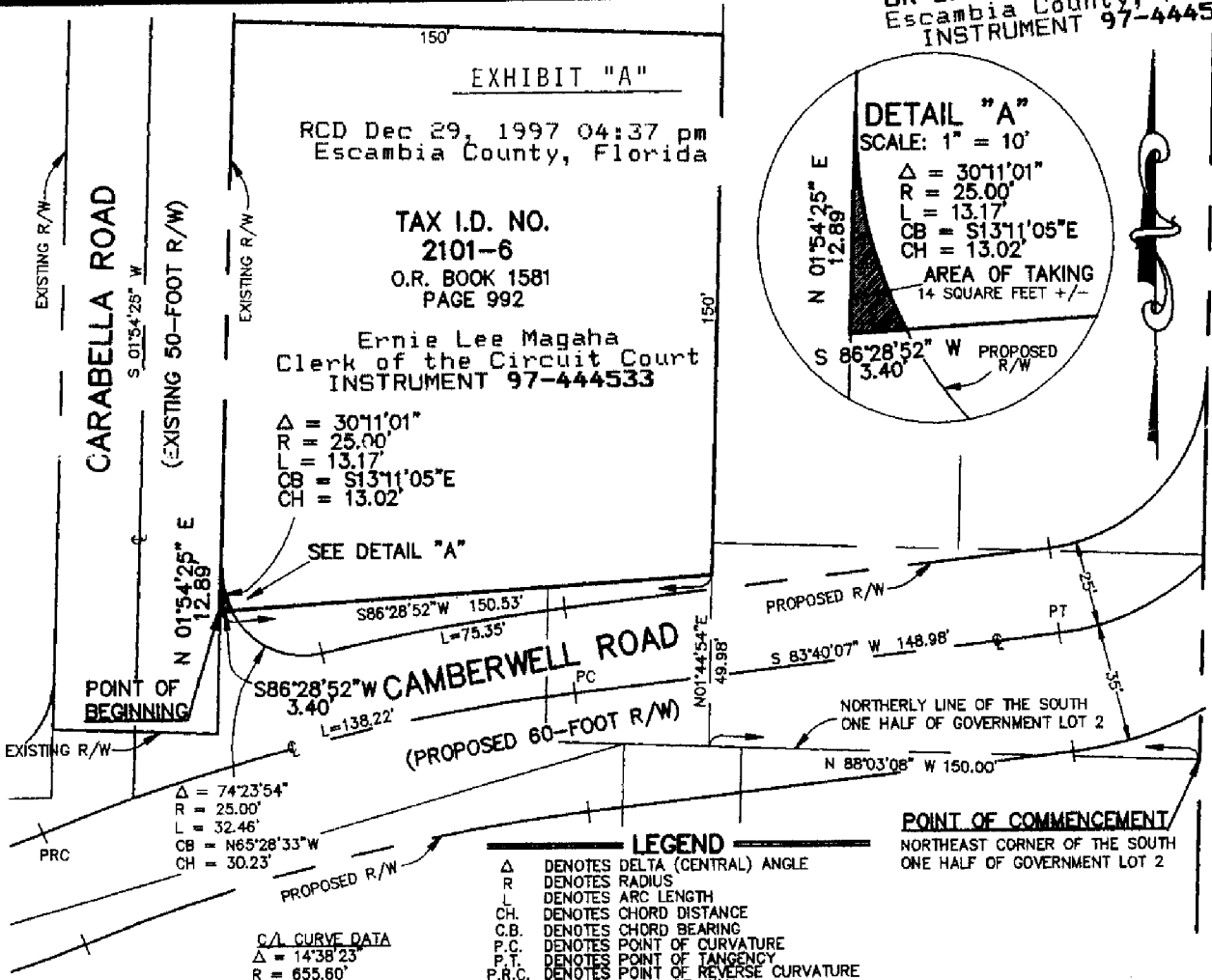
Prepared By: Larry Goodwin
County Engineering Division
1190 W. Leonard Street
Pensacola, FL 32501
under the supervision of
the County Attorney's Office

After Recording Return Document to:
County Engineering Division
1190 W. Leonard Street
Pensacola, Fl 32501

NOBLES, VARNUM & ASSOCIATES
INCORPORATED
LAND SURVEYING

5374 HIGHWAY 98 EAST, SUITE A-3, DESTIN, FLORIDA 32541
PHONE (904) 654-4221 • FAX (904) 654-4254

OR BK 4206 PG0944
Escambia County, Florida
INSTRUMENT 97-444533



DESCRIPTION:
A PARCEL OF LAND LYING IN GOVERNMENT LOT 2, SECTION 14, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, BEING A PORTION OF THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 1581 AT PAGE 992 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF THE SOUTH ONE HALF OF SAID GOVERNMENT LOT 2 AND THENCE RUN NORTH 88 DEGREES 03 MINUTES 08 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID SOUTH ONE HALF OF GOVERNMENT LOT 2 A DISTANCE 150.00 FEET; THENCE RUN NORTH 01 DEGREES 44 MINUTES 54 SECONDS EAST A DISTANCE OF 49.98 FEET; THENCE RUN SOUTH 86 DEGREES 28 MINUTES 52 SECONDS WEST A DISTANCE OF 150.53 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF CARABELLA ROAD (EXISTING 50-FOOT RIGHT-OF-WAY) AND THE POINT OF BEGINNING.
FROM SAID POINT OF BEGINNING THENCE RUN NORTH 01 DEGREES 54 MINUTES 25 SECONDS EAST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 12.89 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE, RUN SOUTHEASTERLY ALONG SAID CURVE WITH A RADIUS OF 25.00 FEET AND AN ARC LENGTH OF 32.46 FEET, THRDUGH A CENTRAL ANGLE OF 74 DEGREES 23 MINUTES 54 SECONDS (CHORD OF 30.23 FEET BEARS SOUTH 65 DEGREES 28 MINUTES 33 SECONDS EAST); THENCE RUN SOUTH 86 DEGREES 28 MINUTES 52 SECONDS WEST A DISTANCE OF 3.40 FEET TO THE POINT OF BEGINNING. CONTAINS 14 SQUARE FEET, MORE OR LESS.

NOTE: THIS IS A DESCRIPTION SKETCH ONLY. THE SUBJECT PARCEL HAS NOT BEEN SURVEYED.

DESCRIPTION SKETCH
BRUNSON GROUP PAVING PROJECT
ADDITIONAL RIGHT OF WAY

SCALE: 1" = 50'	DRAWN: RLB	CHECKED: DAV	REVISION
PROJECT NUMBER: 94-0575.01	FILE: 2101-6		

SURVEYORS CERTIFICATE:
I CERTIFY THE INFORMATION SHOWN HEREON TO BE CORRECT, AND COMPLIES WITH THE "MINIMUM TECHNICAL STANDARDS" FOR LAND SURVEYORS PER CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BY: 5/31/98
DATE
DOUGLAS A. VANDEN HEUVEL
PROFESSIONAL SURVEYOR
FLORIDA LICENSE NO. 4585
VALID ONLY WITH SURVEYORS SIGNATURE AND EMBOSSED SEAL