

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
ASSEMBLY TAX 36, LLC
ASSEMBLY TAX 36 LLC FBO SEC PTY
PO BOX 12225
NEWARK, NJ 07101-3411

04-17-2023
Application Date

Applicant's signature

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2300148

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

ASSEMBLY TAX 36, LLC
ASSEMBLY TAX 36 LLC FBO SEC PTY
PO BOX 12225
NEWARK, NJ 07101-3411,

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
11-4032-170	2021/5502	06-01-2021	BEG NW COR OF SEC 16 S 02 DEG 39 MIN 05 SEC S ALG W LI OF SEC 1321.69 FT TO NW COR OF SW 1/4 OF NW 1/4 OF SEC S 87 DEG 09 MIN 38 SEC E ALG N LI OF SW 1/4 OF NW 1/4 33 FT TO E R/W LI OF NOWARK RD (66 FT R/W) FOR POB S 87 DEG 09 MIN 38 SEC E ALG N LI 1286.16 FT TO W R/W LI OF BOOKER ST (R/W UNDETERMINED) S 02 DEG 47 MIN 24 SEC W ALG W R/W LI 30.44 FT TO S LI OF BOOKER ST (R/W UNDETERMINED) S 87 DEG 12 MIN 37 SEC E ALG S R/W LI 7.56 FT TO E LI OF SW 1/4 OF NW 1/4 02 DEG 45 MIN 23 SEC W ALG E LI OF SW 1/4 OF NW 1/4 AND E LI OF N 1/2 OF NW 1/4 OF SW 1/4 1918.60 FT TO N R/W LI OF UPLAND RD (66 R/W) N 87 DEG 10 MIN 54 SEC W ALG N R/W LI 935.22 FT TO E LI OF PARCEL DESC IN OR 6736 P 530 N 03 DEG 15 MIN 17 SEC E ALG E LI OF PROPERTY DESC IN OR 6736 P 530 179.12 FT N 66 DEG 46 MIN 47 SEC W ALG N LI OF PROPERTY DESC IN OR 6736 P 530 94.43 FT TO POINT ON CIRCULAR CURVE BEING CONCAVE NWLY RADIUS 50.00 FT DELTA ANG 76 DEG 01 MIN 15 SEC CH BRG OF S 61 DEG 12 MIN 25 SEC W 61.58 FT SWLY ALG THE ARC OF CURVE AND NLY LI OF PROPERTY DESC IN OR 6736 P 530 66.34 FT S 09 DEG 12 MIN 48 SEC W ALG W LI OF PROPERTY DESC IN OR 6736 P 530 180.88 FT TO N R/W LI OF UPLAND RD N 87 DEG 10 MIN 54 SEC W ALG N R/W LI 195.18 FT TO E R/W LI OF NOWAK RD N 02 DEG 39 MIN 05 SEC E ALG E R/W LI 1949.52 FT TO POB OR 7566 P 1773 OR 8036 P 555 LESS PB 19 P 46/46A GRAYSTONE ESTATES PHASE ONE LESS PB 19 P 88/88A GRAYSTONE ESTATES PHASE TWO

7566 P 1773 OR 8036 P 555 LESS PB 19 P 46/46A GRAYSTONE ESTATES PHASE ONE LESS PB 19 P 88/88A GRAYSTONE
ESTATES PHASE TWO

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>10/04/2023</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS

+ 6.25

Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

BEG NW COR OF SEC 16 S 02 DEG 39 MIN 05 SEC S ALG W LI OF SEC 1321.69 FT TO NW COR OF SW 1/4 OF NW 1/4 OF SEC S 87 DEG 09 MIN 38 SEC E ALG N LI OF SW 1/4 OF NW 1/4 33 FT TO E R/W LI OF NOWARK RD (66 FT R/W) FOR POB S 87 DEG 09 MIN 38 SEC E ALG N LI 1286.16 FT TO W R/W LI OF BOOKER ST (R/W UNDETERMINED) S 02 DEG 47 MIN 24 SEC W ALG W R/W LI 30.44 FT TO S LI OF BOOKER ST (R/W UNDETERMINED) S 87 DEG 12 MIN 37 SEC E ALG S R/W LI 7.56 FT TO E LI OF SW 1/4 OF NW 1/4 02 DEG 45 MIN 23 SEC W ALG E LI OF SW 1/4 OF NW 1/4 AND E LI OF N 1/2 OF NW 1/4 OF SW 1/4 1918.60 FT TO N R/W LI OF UPLAND RD (66 R/W) N 87 DEG 10 MIN 54 SEC W ALG N R/W LI 935.22 FT TO E LI OF PARCEL DESC IN OR 6736 P 530 N 03 DEG 15 MIN 17 SEC E ALG E LI OF PROPERTY DESC IN OR 6736 P 530 179.12 FT N 66 DEG 46 MIN 47 SEC W ALG N LI OF PROPERTY DESC IN OR 6736 P 530 94.43 FT TO POINT ON CIRCULAR CURVE BEING CONCAVE NWLY RADIUS 50.00 FT DELTA ANG 76 DEG 01 MIN 15 SEC CH BRG OF S 61 DEG 12 MIN 25 SEC W 61.58 FT SWLY ALG THE ARC OF CURVE AND NLY LI OF PROPERTY DESC IN OR 6736 P 530 66.34 FT S 09 DEG 12 MIN 48 SEC W ALG W LI OF PROPERTY DESC IN OR 6736 P 530 180.88 FT TO N R/W LI OF UPLAND RD N 87 DEG 10 MIN 54 SEC W ALG N R/W LI 195.18 FT TO E R/W LI OF NOWAK RD N 02 DEG 39 MIN 05 SEC E ALG E R/W LI 1949.52 FT TO POB OR



CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

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

1023.68

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC FBO SEC PTY PO BOX 12225 NEWARK, NJ 07101-3411	Application date	Apr 17, 2023
Property description	NORTHERN GULF NOWAK LLC 366 FT PICKENS RD PENSACOLA BEACH, FL 32561 CORNER OF NOWAK & UPTON RD 11-4032-170 BEG NW COR OF SEC 16 S 02 DEG 39 MIN 05 SEC S ALG W LI OF SEC 1321.69 FT TO NW COR OF SW 1/4 OF NW 1 (Full legal attached.)	Certificate #	2021 / 5502
		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)
# 2021/5502	06/01/2021	3,968.74	198.44	4,167.18
→ Part 2: Total*				4,167.18

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)
# 2022/5948	06/01/2022	4,034.19	6.25	201.71	4,242.15
Part 3: Total*					4,242.15

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	8,409.33
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	3,637.22
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)	12,421.55

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

Sign here: 
Signature, Tax Collector or Designee

Escambia, Florida

Date May 1st, 2023

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

Images

None

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

Last Updated:05/03/2023 (tc 7638)

LEGAL DESCRIPTION

BEG NW COR OF SEC 16 S 02 DEG 39 MIN 05 SEC S ALG W LI OF SEC 1321.69 FT TO NW COR OF SW 1/4 OF NW 1/4 OF SEC S 87 DEG 09 MIN 38 SEC E ALG N LI OF SW 1/4 OF NW 1/4 33 FT TO E R/W LI OF NOWARK RD (66 FT R/W) FOR POB S 87 DEG 09 MIN 38 SEC E ALG N LI 1286.16 FT TO W R/W LI OF BOOKER ST (R/W UNDETERMINED) S 02 DEG 47 MIN 24 SEC W ALG W R/W LI 30.44 FT TO S LI OF BOOKER ST (R/W UNDETERMINED) S 87 DEG 12 MIN 37 SEC E ALG S R/W LI 7.56 FT TO E LI OF SW 1/4 OF NW 1/4 02 DEG 45 MIN 23 SEC W ALG E LI OF SW 1/4 OF NW 1/4 AND E LI OF N 1/2 OF NW 1/4 OF SW 1/4 1918.60 FT TO N R/W LI OF UPLAND RD (66 R/W) N 87 DEG 10 MIN 54 SEC W ALG N R/W LI 935.22 FT TO E LI OF PARCEL DESC IN OR 6736 P 530 N 03 DEG 15 MIN 17 SEC E ALG E LI OF PROPERTY DESC IN OR 6736 P 530 179.12 FT N 66 DEG 46 MIN 47 SEC W ALG N LI OF PROPERTY DESC IN OR 6736 P 530 94.43 FT TO POINT ON CIRCULAR CURVE BEING CONCAVE NWLY RADIUS 50.00 FT DELTA ANG 76 DEG 01 MIN 15 SEC CH BRG OF S 61 DEG 12 MIN 25 SEC W 61.58 FT SWLY ALG THE ARC OF CURVE AND NLY LI OF PROPERTY DESC IN OR 6736 P 530 66.34 FT S 09 DEG 12 MIN 48 SEC W ALG W LI OF PROPERTY DESC IN OR 6736 P 530 180.88 FT TO N R/W LI OF UPLAND RD N 87 DEG 10 MIN 54 SEC W ALG N R/W LI 195.18 FT TO E R/W LI OF NOWAK RD N 02 DEG 39 MIN 05 SEC E ALG E R/W LI 1949.52 FT TO POB OR 7566 P 1773 OR 8036 P 555 LESS PB 19 P 46/46A GRAYSTONE ESTATES PHASE ONE LESS PB 19 P 88/88A GRAYSTONE ESTATES PHASE TWO

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **ASSEMBLY TAX 36 LLC** holder of **Tax Certificate No. 05502**, 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:

(see attached)

SECTION 16, TOWNSHIP 1 N, RANGE 31 W

TAX ACCOUNT NUMBER 114032170 (1023-68)

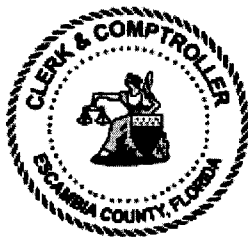
The assessment of the said property under the said certificate issued was in the name of

NORTHERN GULF NOWAK LLC

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Wednesday in the month of October, which is the **4th** day of **October 2023**.

Dated this 5th 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

LEGAL DESCRIPTION

BEG NW COR OF SEC 16 S 02 DEG 39 MIN 05 SEC S ALG W LI OF SEC 1321.69 FT TO NW COR OF SW 1/4 OF NW 1/4 OF SEC S 87 DEG 09 MIN 38 SEC E ALG N LI OF SW 1/4 OF NW 1/4 33 FT TO E R/W LI OF NOWARK RD (66 FT R/W) FOR POB S 87 DEG 09 MIN 38 SEC E ALG N LI 1286.16 FT TO W R/W LI OF BOOKER ST (R/W UNDETERMINED) S 02 DEG 47 MIN 24 SEC W ALG W R/W LI 30.44 FT TO S LI OF BOOKER ST (R/W UNDETERMINED) S 87 DEG 12 MIN 37 SEC E ALG S R/W LI 7.56 FT TO E LI OF SW 1/4 OF NW 1/4 02 DEG 45 MIN 23 SEC W ALG E LI OF SW 1/4 OF NW 1/4 AND E LI OF N 1/2 OF NW 1/4 OF SW 1/4 1918.60 FT TO N R/W LI OF UPLAND RD (66 R/W) N 87 DEG 10 MIN 54 SEC W ALG N R/W LI 935.22 FT TO E LI OF PARCEL DESC IN OR 6736 P 530 N 03 DEG 15 MIN 17 SEC E ALG E LI OF PROPERTY DESC IN OR 6736 P 530 179.12 FT N 66 DEG 46 MIN 47 SEC W ALG N LI OF PROPERTY DESC IN OR 6736 P 530 94.43 FT TO POINT ON CIRCULAR CURVE BEING CONCAVE NWLY RADIUS 50.00 FT DELTA ANG 76 DEG 01 MIN 15 SEC CH BRG OF S 61 DEG 12 MIN 25 SEC W 61.58 FT SWLY ALG THE ARC OF CURVE AND NLY LI OF PROPERTY DESC IN OR 6736 P 530 66.34 FT S 09 DEG 12 MIN 48 SEC W ALG W LI OF PROPERTY DESC IN OR 6736 P 530 180.88 FT TO N R/W LI OF UPLAND RD N 87 DEG 10 MIN 54 SEC W ALG N R/W LI 195.18 FT TO E R/W LI OF NOWAK RD N 02 DEG 39 MIN 05 SEC E ALG E R/W LI 1949.52 FT TO POB OR 7566 P 1773 OR 8036 P 555 LESS PB 19 P 46/46A GRAYSTONE ESTATES PHASE ONE LESS PB 19 P 88/88A GRAYSTONE ESTATES PHASE TWO

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2023038073 5/12/2023 11:37 AM
OFF REC BK: 8976 PG: 711 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 8973, Page 1338, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 05502, issued the 1st day of June, A.D., 2021

TAX ACCOUNT NUMBER: 114032170 (1023-68)

(see attached)

SECTION 16, TOWNSHIP 1 N, RANGE 31 W

NAME IN WHICH ASSESSED: NORTHERN GULF NOWAK LLC

Dated this 12th day of May 2023.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

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



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

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

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

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 114032170 Certificate Number: 005502 of 2021**

Payor: NORTHERN GULF NOWAK LLC NOWACK RD 32533 Date 5/12/2023

Clerk's Check # 5508313962
Tax Collector Check # 1

Clerk's Total	\$497.04
Tax Collector's Total	\$13,545.74
Postage	\$60.00
Researcher Copies	\$0.00
Recording	\$10.00
Prep Fee	\$7.00
Total Received	\$14,119.78

Reduced \$12,773.94
**PAM CHILDERS
Clerk of the Circuit Court**

Received By: *[Signature]*
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>



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 #: 11-4032-170 CERTIFICATE #: 2021-5502

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 20, 2003 to and including July 20, 2023 Abstractor: Cody Campbell

BY

Michael A. Campbell,
As President
Dated: July 24, 2023

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

July 24, 2023

Tax Account #: **11-4032-170**

1. The Grantee(s) of the last deed(s) of record is/are: **NORTHERN GULF NOWAK, L.L.C., A FLORIDA LIMITED LIABILITY COMPANY, GRAYSTONE ESTATES HOMEOWNERS' ASSOCIATION, INC., AND D.R. HORTON INC., A DELAWARE CORPORATION**

By Virtue of Warranty Deed recorded 1/25/2019 in OR 8036/555 , together with Quit Claim Deed recorded 6/23/2023 in OR 8998/794, and Warranty Deed recorded 6/23/2023 in Official Records Book 8998, Page 796

ABSTRACTOR'S NOTE: IT APPEARS THAT A PORTION OF THE PROPERTY WAS PLATTED AS GRAYSTONE ESTATES, PHASE 3, IN PB 20 PGS 65 & 65A

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 Ricky L. Evans and Connie S. Evans recorded 5/10/2016 – OR 7521/859, together with Subordination Agreement recorded 10/27/2018 – OR 8022/1142, and Mortgagee's Consent and Subordination recorded 8/28/2019 – OR 8154/1000**
 - b. **Mortgage in favor of Trustmark National Bank recorded 12/27/2018 – OR 8022/1121, together with Modification recorded 4/23/2021 – OR 8514/1644**
 - c. **Notice of Commencement in favor of Richard Lowery recorded 6/12/2023 – OR 8992/1390**
 - d. **Notice of Commencement in favor of Richard Lowery recorded 6/12/2023 – OR 8992/1391**
 - e. **Notice of Commencement in favor of Richard Lowery recorded 6/12/2023 – OR 8992/1392**
 - f. **Notice of Commencement in favor of Richard Lowery recorded 6/12/2023 – OR 8992/1393**
 - g. **Notice of Commencement in favor of Richard Lowery recorded 6/12/2023 – OR 8992/1394**
 - h. **Notice of Commencement in favor of Richard Lowery recorded 6/12/2023 – OR 8992/1395**
 - i. **Notice of Commencement in favor of Richard Lowery recorded 6/21/2023 – OR 8996/1263**
 - j. **Notice of Commencement in favor of Richard Lowery recorded 6/21/2023 – OR 8996/1264**
 - k. **Notice of Commencement in favor of Richard Lowery recorded 6/21/2023 – OR 8996/1265**
 - l. **Notice of Commencement in favor of Richard Lowery recorded 6/21/2023 – OR 8996/1266**
 - m. **Notice of Commencement in favor of Richard Lowery recorded 6/21/2023 – OR 8996/1267**
 - n. **Notice of Commencement in favor of Richard Lowery recorded 6/21/2023 – OR 8996/1268**
 - o. **Notice of Commencement in favor of Richard Lowery recorded 6/21/2023 – OR 8996/1269**
 - p. **Notice of Commencement in favor of Richard Lowery recorded 6/21/2023 – OR 8996/1270**
 - q. **Notice of Commencement in favor of Richard Lowery recorded 6/21/2023 – OR 8996/1271**
 - r. **Notice of Commencement in favor of Richard Lowery recorded 6/26/2023 – OR 8998/1662**
 - s. **Notice of Commencement in favor of Richard Lowery recorded 6/26/2023 – OR 8998/1663**
 - t. **Notice of Commencement in favor of Richard Lowery recorded 6/26/2023 – OR 8998/1664**
 - u. **Notice of Commencement in favor of Richard Lowery recorded 6/26/2023 – OR 8998/1665**
 - v. **Notice of Commencement in favor of Richard Lowery recorded 6/26/2023 – OR 8998/1666**

(CONTINUED ON PAGE 3)

(CONTINUED FROM PAGE 2)

- w. Notice of Commencement in favor of Richard Lowery recorded 6/26/2023 – OR 8998/1667
- x. Notice of Commencement in favor of Richard Lowery recorded 6/26/2023 – OR 8998/1668
- y. Notice of Commencement in favor of Richard Lowery recorded 6/26/2023 – OR 8998/1669
- z. Notice of Commencement in favor of Richard Lowery recorded 6/27/2023 – OR 8999/1010
- aa. Notice of Commencement in favor of Richard Lowery recorded 6/27/2023 – OR 8999/1011
- bb. Notice of Commencement in favor of Richard Lowery recorded 6/27/2023 – OR 8999/1012
- cc. Notice of Commencement in favor of Richard Lowery recorded 6/27/2023 – OR 8999/1013
- dd. Notice of Commencement in favor of Richard Lowery recorded 6/27/2023 – OR 8999/1014
- ee. Notice of Commencement in favor of Richard Lowery recorded 6/27/2023 – OR 8999/1015
- ff. Notice of Commencement in favor of Richard Lowery recorded 6/27/2023 – OR 8999/1016
- gg. Notice of Commencement in favor of Richard Lowery recorded 6/27/2023 – OR 8999/1017

4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 11-4032-170

Assessed Value: \$262,373

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): GRAYSTONE ESTATES HOMEOWNERS' ASSOCIATION, INC.**

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

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

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

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: OCT 4, 2023

TAX ACCOUNT #: 11-4032-170

CERTIFICATE #: 2021-5502

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

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2022</u> tax year.

NORTHERN GULF NOWAK, L.L.C.
366 FT PICKENS RD
PENSACOLA BEACH, FL 32561

NORTHERN GULF NOWAK, L.L.C.
P.O. BOX 12204
PENSACOLA, FL 32591

D.R. HORTON, INC.
1341 HORTON CIRCLE
ARLINGTON, TX 76011

D.R. HORTON, INC.
400 SCHUBERT DRIVE
PENSACOLA, FL 32504

GRAYSTONE ESTATES HOMEOWNERS ASSOCIATION, INC.,
RICKY L. EVANS AND CONNIE S. EVANS
400 NEAL ROAD
PENSACOLA, FL 32533

TRUSTMARK NATIONAL BANK,
RICKEY L. EVANS AND CONNIE S. EVANS
107 ST. FRANCIST STREET
MOBILE, AL 36602

RICHARD LOWERY
400 SCHUBERT DRIVE
PENSACOLA, FL 32504

Certified and delivered to Escambia County Tax Collector, this 24th day of July, 2023.

PERDIDO TITLE & ABSTRACT, INC.



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

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

PROPERTY INFORMATION REPORT

July 24, 2023

Tax Account #:11-4032-170

LEGAL DESCRIPTION EXHIBIT "A"

BEG NW COR OF SEC 16 S 02 DEG 39 MIN 05 SEC S ALG W LI OF SEC 1321.69 FT TO NW COR OF SW 1/4 OF NW 1/4 OF SEC S 87 DEG 09 MIN 38 SEC E ALG N LI OF SW 1/4 OF NW 1/4 33 FT TO E R/W LI OF NOWARK RD (66 FT R/W) FOR POB S 87 DEG 09 MIN 38 SEC E ALG N LI 1286.16 FT TO W R/W LI OF BOOKER ST (R/W UNDETERMINED) S 02 DEG 47 MIN 24 SEC W ALG W R/W LI 30.44 FT TO S LI OF BOOKER ST (R/W UNDETERMINED) S 87 DEG 12 MIN 37 SEC E ALG S R/W LI 7.56 FT TO E LI OF SW 1/4 OF NW 1/4 02 DEG 45 MIN 23 SEC W ALG E LI OF SW 1/4 OF NW 1/4 AND E LI OF N 1/2 OF NW 1/4 OF SW 1/4 1918.60 FT TO N R/W LI OF UPLAND RD (66 R/W) N 87 DEG 10 MIN 54 SEC W ALG N R/W LI 935.22 FT TO E LI OF PARCEL DESC IN OR 6736 P 530 N 03 DEG 15 MIN 17 SEC E ALG E LI OF PROPERTY DESC IN OR 6736 P 530 179.12 FT N 66 DEG 46 MIN 47 SEC W ALG N LI OF PROPERTY DESC IN OR 6736 P 530 94.43 FT TO POINT ON CIRCULAR CURVE BEING CONCAVE NWLY RADIUS 50.00 FT DELTA ANG 76 DEG 01 MIN 15 SEC CH BRG OF S 61 DEG 12 MIN 25 SEC W 61.58 FT SWLY ALG THE ARC OF CURVE AND NLY LI OF PROPERTY DESC IN OR 6736 P 530 66.34 FT S 09 DEG 12 MIN 48 SEC W ALG W LI OF PROPERTY DESC IN OR 6736 P 530 180.88 FT TO N R/W LI OF UPLAND RD N 87 DEG 10 MIN 54 SEC W ALG N R/W LI 195.18 FT TO E R/W LI OF NOWAK RD N 02 DEG 39 MIN 05 SEC E ALG E R/W LI 1949.52 FT TO POB OR 7566 P 1773 OR 8036 P 555 LESS PB 19 P 46/46A GRAYSTONE ESTATES PHASE ONE LESS PB 19 P 88/88A GRAYSTONE ESTATES PHASE TWO

SECTION 16, TOWNSHIP 1 N, RANGE 31 W

TAX ACCOUNT NUMBER 11-4032-170(1023-68)

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

Prepared by and return to:

Kerry Anne Schultz
Attorney at Law
Fountain, Schultz & Associates, P.L.
2045 Fountain Professional Ct Suite A
Navarre, FL 32566
850-939-3535
File Number: 18-00965.RC

[Space Above This Line For Recording Data]

Warranty Deed

This **Warranty Deed** made this 23 day of January, 2019 between **RICK L. EVANS a/k/a RICKEY L. EVANS and CONNIE S. EVANS**, husband and wife, whose post office address is 400 Pearl Rd, Pensacola, FL 32533 GRANTOR, and **NORTHERN GULF NOWAK, L.L.C.**, a **Florida limited liability company**, whose post office address is 366 Fort Pickens Road, Pensacola Beach, Florida 32561, GRANTEE:

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

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

See Exhibit "A"

Subject to reservations, restrictions and easements of record which are not hereby reimposed, and any zoning ordinances.

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2018**.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: [Signature] RICK EVANS, A/K/A RICKEY L. EVANS
 Witness Name: Angela Faulkner
 Witness Name: [Signature] CONNIE S. EVANS
 Witness Name: Angela Faulkner

State of Florida

County of Escambia

The foregoing instrument was acknowledged before me this 23 day of January, 2019 by Rick Evans a/k/a Rickey L. Evans and Connie S. Evans. They ☒ are personally known to me or ☐ have produced a driver's license as identification.

[Notary Seal]



Notary Public [Signature]
 Printed Name: Katherine E. Castellani
 My Commission Expires: 2-9-21

Exhibit "A"

Parcel 2

COMMENCE AT A 1" IRON PIPE (UNNUMBERED) AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 02 DEGREES 39 MINUTES 05 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 16 FOR A DISTANCE OF 1321.69 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE DEPARTING SAID WEST LINE PROCEED SOUTH 87 DEGREES 09 MINUTES 38 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16 FOR A DISTANCE OF 33.00 FEET TO THE EAST RIGHT-OF-WAY LINE (R/W) OF NOWAK ROAD (66' R/W) FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST R/W LINE CONTINUE LAST COURSE PROCEED SOUTH 87 DEGREES 09 MINUTES 38 SECONDS EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 1286.16 FEET TO THE APPARENT WEST R/W LINE OF BOOKER STREET BY MAINTENANCE CLAIM (R/W WIDTH UNDETERMINED); THENCE DEPARTING SAID NORTH LINE PROCEED SOUTH 02 DEGREES 47 MINUTES 23 SECONDS WEST ALONG SAID WEST APPARENT R/W FOR A DISTANCE OF 30.44 FEET TO THE APPARENT SOUTH LINE OF BOOKER STREET BY MAINTENANCE CLAIM (R/W WIDTH UNDETERMINED); THENCE DEPARTING SAID APPARENT WEST R/W LINE PROCEED SOUTH 87 DEGREES 12 MINUTES 37 SECONDS EAST ALONG SAID SOUTH APPARENT R/W LINE FOR A DISTANCE OF 7.56 FEET TO THE EAST LINE OF THE AFORESAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE DEPARTING SAID SOUTH APPARENT R/W LINE PROCEED SOUTH 02 DEGREES 45 MINUTES 23 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE EAST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16 FOR A DISTANCE OF 1918.60 FEET TO THE NORTH R/W LINE OF UPLAND ROAD (66' R/W); THENCE DEPARTING SAID EAST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER PROCEED NORTH 87 DEGREES 10 MINUTES 54 SECONDS WEST ALONG SAID NORTH R/W LINE FOR A DISTANCE OF 935.22 FEET TO THE EAST LINE OF THAT PARCEL OF PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK (O.R.) 6736, AT PAGE (PG.) 530 OF THE PUBLIC RECORDS OF THE AFORESAID ESCAMBIA COUNTY,

FLORIDA; THENCE DEPARTING SAID NORTH R/W LINE, PROCEED NORTH 03 DEGREES 15 MINUTES 17 SECONDS EAST ALONG THE EAST LINE OF SAID O.R. 6736, PG. 530 FOR A DISTANCE OF 179.12 FEET TO A CAPPED IRON ROD (NUMBER LB 7110); THENCE PROCEED NORTH 66 DEGREES 46 MINUTES 47 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID O.R. 6736, PG. 530 FOR A DISTANCE OF 94.43 FEET TO A CAPPED IRON ROD (NUMBER LB 7110) AND A POINT ON A CIRCULAR CURVE BEING CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 76 DEGREES 01 MINUTES 15 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 61 DEGREES 12 MINUTES 25 SECONDS WEST, 61.58 FEET; THENCE PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY LINE OF O.R. 6736, PG. 530 FOR A DISTANCE OF 66.34 FEET TO A CAPPED IRON ROD (NUMBER LB 7110); THENCE DEPARTING SAID CIRCULAR CURVE, PROCEED SOUTH 09 DEGREES 12 MINUTES 48 SECONDS WEST ALONG THE WEST LINE OF SAID O.R. 6736, PG. 530 FOR A DISTANCE OF 180.88 FEET TO THE NORTH R/W LINE OF SAID UPLAND ROAD; THENCE PROCEED NORTH 87 DEGREES 10 MINUTES 54 SECONDS WEST ALONG SAID NORTH R/W LINE FOR A DISTANCE OF 195.18 FEET TO THE EAST R/W LINE OF THE AFORESAID NOWAK ROAD; THENCE DEPARTING SAID NORTH R/W LINE PROCEED NORTH 02 DEGREES 39 MINUTES 05 SECONDS EAST ALONG SAID EAST R/W LINE FOR A DISTANCE OF 1949.52 FEET TO THE AFORESAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16 AND THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

LESS AND EXCEPT PROPERTY CONTAINED IN FINAL PLAT OF GRAYSTONE ESTATES PHASE ONE, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 19, PAGE 40, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

_____ THE SPACE ABOVE IS LEFT BLANK FOR RECORDING INFORMATION _____

This Instrument Prepared By:
Hand Arendall Harrison Sale LLC
Post Office Box 123
Mobile, Alabama 36601

STATE OF FLORIDA
COUNTY OF ESCAMBIA

QUITCLAIM DEED

KNOW ALL MEN by these presents, that **Northern Gulf Nowak, L.L.C.**, a Florida limited liability company ("Grantor"), in and for consideration of the sum of Ten and No/100 (\$10.00) DOLLARS, and other good and valuable consideration hereby acknowledged to have been paid by **Graystone Estates Homeowners' Association, Inc.**, a Florida not-for-profit corporation ("Grantee"), does hereby RELEASE, REMISE and QUITCLAIM unto Grantee, all of Grantor's right, title and interest in and to that certain real property situated in Escambia County, Florida described as:

All common areas, including without limitation that parcel depicted as "Parcel CC", all easements, including without limitation all access, drainage, drainage & access, and utility easements, streets and right-of-ways that were not otherwise dedicated to the public, as shown on the plat of GRAYSTONE ESTATES, PHASE THREE, according to the plat thereof recorded at Plat Book 20, Page 65 of the public records of Escambia County, Florida.

TO HAVE AND TO HOLD the same together with and singular the appurtenances thereunto belonging or in any way appertaining and all the estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or equity, to the use and benefit of Grantee forever.

{THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.}

IN WITNESS WHEREOF, Grantor has executed this quitclaim deed on this 21st day of June, 2023.

Signed, sealed and delivered in our presence:

Northern Gulf Nowak, L.L.C., a Florida limited liability company

Teri Audiffred
Witness

BY: Ricky L. Evans
Ricky L. Evans, Managing Member

Teri Audiffred
Witness Printed

my my
Witness

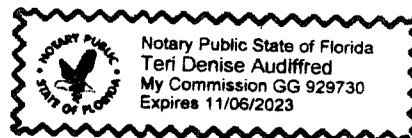
Lindsey mahoney
Witness Printed

STATE OF FLORIDA

COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of June, 2023, by Ricky L. Evans, Managing Member of Northern Gulf Nowak, L.L.C., a Florida limited liability company, on behalf of the company, who is personally known to me or has produced _____ as identification.

Teri Denise Audiffred
TYPED NAME: Teri Denise Audiffred
NOTARY PUBLIC
MY COMMISSION NO.: _____
MY COMMISSION EXPIRES: _____



Prepared by and return to:
Harriet Durham
DHI Title of Florida, Inc.
2276 San Jose Blvd., Suite 739
Jacksonville, Florida 32223

File Number: 196-222401116

Sales Price: \$1,767,000.00

Documentary Stamps: \$12,369.00

(Space Above This Line For Recording Data)

GENERAL WARRANTY DEED

This General Warranty Deed made and entered into this 21st day of June, 2023, by **Northern Gulf Nowak, L.L.C., a Florida limited liability company**, (hereinafter referred to as "Grantor"), and whose address is **1700 Scenic Highway Apt 400, Pensacola, FL 32503**, to **D.R. Horton Inc., a Delaware corporation**, whose address is **400 Schubert Drive, Pensacola, FL 32504**, (hereinafter referred to as "Grantee").

WITNESSETH:

THAT for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged by Grantor, Grantor hereby grants, bargains, sells, conveys and confirms unto said Grantee all that certain real property and the improvements thereon (hereinafter collectively referred to as the "Real Property") in County of **Escambia**, Florida, more particularly described as follows:

Lots 2 through 16 Block F and Lots 10 through 25, Block G, of GRAYSTONE ESTATES, PHASE THREE, according to the Plat thereof, as recorded in Plat Book 20, Page 65, of the Public Records of Escambia County, Florida.

TOGETHER WITH all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

SUBJECT TO the matters set forth on Exhibit "A" attached hereto and incorporated herein by reference (the "Permitted Exceptions").

TO HAVE AND TO HOLD the same unto Grantee in fee simple, forever.

AND Grantor hereby covenants with Grantee: (1) that Grantor is lawfully seized of the Real Property in fee simple; (2) that Grantor has good right and lawful authority to sell and convey the Real Property; (3) that Grantor hereby fully warrants the title to the Real Property and will defend the same against the lawful claims of all persons whomsoever, subject to the Permitted Exceptions; and (4) that the Real Property is free of all encumbrances except the Permitted Exceptions.

IN WITNESS WHEREOF, Grantor has caused this General Warranty Deed to be executed as of the day and year first above written.

Signed, sealed and delivered in our presence:

**Northern Gulf Nowak, L.L.C., a Florida
limited liability company**

Teri Audiffred
Witness

BY: Ricky L. Evans
Ricky L. Evans, Managing Member

Teri Audiffred
Witness Printed

my my
Witness

Lindsey Mahoney
Witness Printed

STATE OF FLORIDA

COUNTY OF Escambia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of June, 2023, by **Ricky L. Evans, Managing Member of Northern Gulf Nowak, L.L.C., a Florida limited liability company**, on behalf of the company, who is personally known to me or has produced _____ as identification.

Teri Denise Audiffred
TYPED NAME: Teri Denise Audiffred
NOTARY PUBLIC
MY COMMISSION NO.: _____
MY COMMISSION EXPIRES: _____

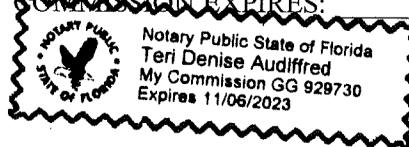


Exhibit A

1. Taxes and assessments for the year 2023 and subsequent years which are not yet due and payable.
2. Restrictions, reservations, covenants, easements, conditions and all other matters as shown on Plat of Graystone Estates Phase Three, as recorded in Plat Book 20, Page 65, of the Public Records of Escambia County, Florida.
3. Restrictive covenants, conditions, easements, stipulations, reservations and other provisions, as contained in instrument recorded in Official Record Book 7682, Page 1829, Amended and Restated in Official Records Book 7692, page 272, amended in Official Records Book 8137 Page 465 and re-recorded in Official Records Book 8196 Page 935, Official Records Book 8154 Page 994, of the Public Records of Escambia County, Florida, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
4. Oil, gas and mineral reservation contained in deed recorded in Official Records Book 1929, page 488, of the Public Records of Escambia County, Florida. Reservation does not include and rights to the surface for exploration, production or any other use.
5. Oil, gas and mineral reservation contained in deed recorded in Official Records Book 4666, page 1461. Waiver of Surface Rights Agreement recorded in Official Records Book 7719 Page 1593 of the Public Records of Escambia County, Florida.
6. Drainage and Access Easement recorded in Official Records Book 7651, page 1590, of the Public Records of Escambia County, Florida.
7. Easement to Gulf Power Company recorded in Official Records Book 7625, page 1002, of the Public Records of Escambia County, Florida.

Prepared by:

Kerry Anne Schultz, Esquire
2045 Fountain Professional Ct., Suite A
Navarre, Florida 32566

When recorded return to:

Kerry Anne Schultz, Esquire
2045 Fountain Professional Ct., Suite A
Navarre, Florida 32566

(Space above this line reserved for recording office use only)

MORTGAGE

THIS MORTGAGE, made on May 10, 2016, by Northern Gulf Nowak, L.L.C. ("Mortgagor"), whose office address is P.O. Box 12204, Pensacola, Florida 32591, to Ricky L. Evans and Connie S. Evans ("Mortgagee"), whose office address is 400 Neal Road, Pensacola, Florida 32533.

RECITALS

Mortgagor is justly indebted to Mortgagee, having executed and delivered to Mortgagee its promissory note (the "note") bearing even date herewith, in the original principal sum of \$1,160,000.00 or so much as has been advanced and remains outstanding, lawful money of the United States of America, and according to the terms and conditions specified in the note executed simultaneously herewith;

In consideration of the indebtedness and to secure the payment to Mortgagee of the principal with interest and all other sums provided for in the note and in this mortgage, including, but not limited to, any future advances that may be made by Mortgagee to Mortgagor in accordance with Paragraph 24 hereof, up to the maximum amount stated therein, and for performance of the agreements, conditions, covenants, provisions, and stipulations contained herein and therein, and in certain other agreements and instruments made and given by Mortgagor to Mortgagee in connection therewith, Mortgagor hereby mortgages to Mortgagee that tract or parcel of land in Escambia County, Florida, more particularly described and set forth in Exhibit "A" attached and made part hereof (the land);

TOGETHER with all the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, other rights, liberties, and privileges thereof or in any way now or hereafter appertaining, including any other claim at law or in equity as well as any after-acquired title, franchise, or license and the reversions and remainders thereof; and

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration, and repairs of improvements now or hereafter erected thereon, all of which materials shall be considered to be included within the mortgaged premises immediately on the delivery

thereof to the mortgaged premises, and all fixtures and articles of personal property now or hereafter owned by Mortgagor and attached to or contained in and used in connection with said premises, including but not limited to all apparatus, machinery, motors, elevators, fittings, radiators, gas ranges, ice boxes, mechanical refrigerators, awnings, shades, screens, venetian blinds, office equipment and other furnishings; all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air-conditioning, hot-water-heating, and sprinkler equipment and fixtures and appurtenances thereto, and all built-in equipment and built-in furniture; and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to said land or building or buildings in any manner; it being mutually agreed that all the aforesaid property owned by Mortgagor and placed by it on the premises shall, so far as permitted by law, be considered to be affixed to the realty and covered by this mortgage. Such tract or parcel of land and buildings, improvements, fixtures, machinery, equipment, tenements, personal property, and property interests being hereinafter collectively called the "mortgaged property."

TO HAVE AND TO HOLD the above-granted and described mortgaged property to Mortgagee, its successors, or assigns forever.

And Mortgagor hereby represents, warrants, and covenants with Mortgagee that Mortgagor is indefeasibly seized of the mortgaged property in fee simple; that Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that the mortgaged property is free from all liens and encumbrances, that all property, fixtures, and equipment described herein will be fully paid for and free from all liens, encumbrances, title-retaining contracts, and security interests when delivered and/or installed on the mortgaged property; that such property, fixtures, and equipment shall be deemed to be realty and a part of the freehold; that Mortgagor will make such further assurances to prove the fee simple title to all and singular the mortgaged property in Mortgagee and to prove the lien and priority of this mortgage, as may be reasonably required, and that Mortgagor does hereby and will forever fully warrant and defend the lien and priority of this mortgage and the title to the mortgaged property and every part thereof against the lawful claims and demands of all persons whomsoever.

PROVIDED ALWAYS, and these presents are on the express condition that, if Mortgagor or the successors or assigns of Mortgagor shall pay unto Mortgagee, its successors, or assigns the sums of money secured hereby, and any renewals or extensions thereof in whatever form, and the interest thereon as it shall become due, according to the true intent and meaning thereof, together with all advances hereunder, costs, charges, and expenses, including a reasonable attorneys' fees, which Mortgagee may incur or be put to in collecting the same by foreclosure or otherwise; and shall duly, promptly, and fully perform, discharge, execute, effect, complete, comply with, and abide by each and every one of the stipulations, agreements, conditions, and covenants of the note, this mortgage, and other documents or instruments given by Mortgagor to Mortgagee in connection herewith,

THEN this mortgage and the estate hereby created shall cease and be NULL AND VOID and this instrument shall be released by Mortgagee at the cost and expense of Mortgagor.

MORTGAGOR COVENANTS AND AGREES to and with Mortgagee that, until the

indebtedness secured hereby is fully repaid:

1. Payment and Performance. Mortgagor shall pay Mortgagee, in accordance with the terms of the note and this mortgage, the principal, interest, and other sums therein set forth; and Mortgagor shall perform and comply with all of the agreements, conditions, covenants, provisions, and stipulations of the note and this mortgage, the terms of which are incorporated herein by reference.

2. Interest Rate. Notwithstanding any provision contained in this mortgage or in the note secured hereby, the total liability for payment of interest, or in the nature of interest, shall not exceed the limits now imposed by the applicable usury law, including the applicable choice-of-law rules. In the event of the acceleration of the note hereby secured, the total charges for interest and in the nature of interest shall not exceed the maximum amount allowed by law; any excess portion of such charges that may have been prepaid shall be refunded to the maker thereof. Such refund may be made by application of the amount involved against the sums then due hereunder, but such crediting shall not cure or waive the default occasioning acceleration. Nothing herein contained nor in any transaction related hereto shall be construed or shall so operate either presently or prospectively to require Mortgagor to make any payment or do any act contrary to law; however, if any clause or provision herein contained shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the remainder of this mortgage shall be unaffected thereby and shall remain valid and in full force and effect.

3. Maintenance of Mortgaged Property. Mortgagor shall abstain from and shall not permit the commission of waste, impairment, or deterioration in or about the mortgaged property; Mortgagor shall not remove, demolish, or alter the structural character of any building erected at any time on the mortgaged property, without the prior written consent of Mortgagee; Mortgagor shall not permit the mortgaged property to become vacant, deserted, or unguarded; and Mortgagor shall maintain the mortgaged property in good condition and repair, reasonable wear and tear excepted.

4. Insurance. Mortgagor shall keep the mortgaged property continuously insured against loss or damage by fire, with extended coverage, and against other hazards as Mortgagee may reasonably require, with public liability insurance and property damage insurance, with an insurance company or companies satisfactory to Mortgagee, and in such total amounts as Mortgagee may require from time to time. All policies, including policies for any amounts carried in excess of the required minimum and policies not specifically required by Mortgagee, shall be in a form satisfactory to Mortgagee; shall be maintained in full force and effect; shall be assigned and delivered to Mortgagee at or prior to closing, with premiums prepaid, as collateral security for payment of the indebtedness secured hereby; shall be endorsed with a standard mortgagee clause in favor of Mortgagee as first Mortgagee, not subject to contribution; and shall provide for at least 30 days' notice of cancellation to Mortgagee. If the insurance, or any part thereof, shall expire, be withdrawn, or become void or unsafe by Mortgagor's breach of any condition thereof, or become void or unsafe by reason of the failure or impairment of the capital of any company in which the insurance may then be carried, or, if for any reason whatever the insurance shall be unsatisfactory to Mortgagee, Mortgagor shall place new insurance on the

mortgaged property satisfactory to Mortgagee. All renewal policies, with premiums paid, shall be delivered to Mortgagee at least 30 days before expiration of the old policies. In the event of loss, Mortgagor will give immediate notice thereof to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned is hereby authorized and directed to make payment under such insurance, including return of unearned premiums, directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and Mortgagor appoints Mortgagee, irrevocably, as Mortgagor's attorney-in-fact to indorse any draft therefor. At its election, Mortgagee shall have the right to retain and apply the proceeds of any such insurance to reduction of the indebtedness secured hereby, or to restoration or repair of the property damaged. If Mortgagee becomes the owner of the mortgaged property or any part thereof by foreclosure or otherwise, such policies, including all right, title, and interest of Mortgagor thereunder, shall become the absolute property of Mortgagee.

5. Taxes and Other Charges. Mortgagor shall pay, when due and payable and before interest or penalties are due thereon, without any deduction, defalcation, or abatement, all taxes, assessments, levies, liabilities, obligations, encumbrances, water and sewer rents, and all other charges or claims of every nature and kind that may be imposed, suffered, placed, assessed, levied, or filed at any time against Mortgagor against the mortgaged property or any part thereof, or against the interest of Mortgagee therein; or that by any present or future law may have priority over the indebtedness secured hereby either in lien or in distribution out of the proceeds of any judicial sale, without regard to any law heretofore or hereafter to be enacted imposing payment of the whole or of any part upon Mortgagee. Insofar as any such tax, assessment, levy, liability, obligation, or encumbrance is of record, the same shall be promptly satisfied and discharged of record, and the original official document (such as, for instance, the tax receipt or the satisfaction paper officially indorsed or certified) shall be placed in the hands of Mortgagee not later than such dates. Provided, however, that if, under the note or otherwise, Mortgagor shall have deposited with Mortgagee before the due date thereof sums sufficient to pay any such taxes, assessments, levies, water and sewer rents, charges, or claims, and Mortgagor is not otherwise in default, they shall be paid by Mortgagee; and provided further that, if Mortgagor in good faith and by appropriate legal action shall contest the validity of any such item or the amount thereof and shall have established on its books or by deposit of cash with Mortgagee, as Mortgagee may elect, a reserve for the payment thereof in such amount as Mortgagee may require, then Mortgagor shall not be required to pay the item or introduce the required receipts: (a) while the reserve is maintained; and (b) as long as the contest operates to prevent collection, is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor.

6. Installments for Insurance, Taxes, and Other Charges. Without limiting the effect of Paragraphs 4 and 5 hereof, Mortgagor shall pay to Mortgagee, monthly with the monthly installments of principal and interest, an amount equal to one twelfth of the annual premiums for the insurance policies referred to hereinabove and the annual real estate taxes; water and sewer rents; any special assessments, charges, or claims; and any other item that at any time may be or become a lien on the mortgaged property prior to the lien of this mortgage; and, on demand, Mortgagor shall pay to Mortgagee any additional sums necessary to pay the premiums and other items, all as estimated by Mortgagee; the amounts so paid shall be security for the premiums and other items and shall be used in payment thereof if Mortgagor is not otherwise in default

hereunder. No amount so paid shall be deemed to be trust funds but may be commingled with general funds of Mortgagee, and no interest shall be payable thereon. If, under any provision of this mortgage, the whole amount of the unpaid principal debt becomes due and payable, Mortgagee shall have the right, at its election, to apply any amount so held against the entire indebtedness secured hereby. At Mortgagee's option, Mortgagee may waive, and after any such waiver may reinstate, the provisions of this paragraph requiring the monthly payments.

7. Future Taxes. If hereafter any law or ordinance shall be adopted imposing a tax directly or indirectly on Mortgagee with respect to the mortgaged property, the value of Mortgagor's equity therein, or the indebtedness evidenced by the note and secured by this mortgage (other than state or federal income taxes imposed on Mortgagee), Mortgagee, at its election, shall have the right at any time to give Mortgagor written notice declaring that the principal debt, with interest and other appropriate charges, shall be due on a specified date not less than 30 days thereafter; provided, however, that such election shall be ineffective if, prior to the specified date, Mortgagor lawfully pays the tax (in addition to all other payments required hereunder) and agrees to pay the tax whenever it becomes due and payable thereafter, which agreement shall then constitute a part of this mortgage.

8. Security Agreement. This mortgage constitutes a security agreement under the Uniform Commercial Code and creates a security interest in the personal property included in the mortgaged property. Mortgagor shall execute, deliver, file, and refile any financing statements or other security agreements Mortgagee may require to confirm the lien of this mortgage with respect to such property. Without limiting the foregoing, Mortgagor hereby irrevocably appoints Mortgagee attorney-in-fact for Mortgagor to execute, deliver, and file such instruments for and on behalf of Mortgagor.

9. Limitation on Additional Financing. Mortgagor shall not undertake additional financing secured by any lien or security interest on property encumbered in favor of Mortgagee to secure the loan without first obtaining Mortgagee's written consent. Any violation of the foregoing limitation shall, at the option of Mortgagee, be deemed an event of default hereunder.

10. Compliance with Law and Regulations. Mortgagor shall comply with all laws, ordinances, regulations, and orders of all federal, state, municipal, and other governmental authorities relating to the mortgaged property.

11. Inspection. Mortgagee and any persons authorized by Mortgagee shall have the right at any time, on reasonable notice to Mortgagor, to enter the mortgaged property at a reasonable hour to inspect and photograph its condition and state of repair.

12. Declaration of No Setoff. Within one week after being requested to do so by Mortgagee, Mortgagor shall certify to Mortgagee or to any proposed assignee of this mortgage, in a writing duly acknowledged, the amount of principal, interest, and other charges then owing on the obligation secured by this mortgage and whether there are any setoffs or defenses against it, and, if such setoffs or defenses are asserted, a detailed explanation thereof.

13. Required Notices. Mortgagor shall notify Mortgagee promptly of the occurrence

of any of the following:

- (a) fire or other casualty causing damage to the mortgaged property;
- (b) receipt of notice of condemnation of the mortgaged property;
- (c) receipt of notice from any governmental authority relating to the structure, use, or occupancy of the mortgaged property;
- (d) substantial change in the occupancy of the mortgaged property; or
- (e) commencement of any litigation affecting the mortgaged property.

14. Condemnation.

(a) In the event of any condemnation or taking of any part of the mortgaged property by eminent domain, alteration of the grade of any street, or other injury to, or decrease in the value of, the mortgaged property by any public or quasi-public authority or corporation, all proceeds (that is, the award or agreed compensation for the damages sustained) allocable to Mortgagor shall be applicable first to payment of the indebtedness secured hereby. No settlement for the damages sustained shall be made by Mortgagor without Mortgagee's prior written approval, which shall not be unreasonably withheld. Mortgagor shall continue to pay the installments of principal, interest, and other charges until payment of the proceeds shall have been received by Mortgagee in the full amount secured hereunder. All of the proceeds shall be applied in the order and in the amounts that Mortgagee, in Mortgagee's sole discretion, may elect to the payment of principal (whether or not then due and payable); to the payment of interest or any sums secured by this mortgage; or toward payment to Mortgagor, on such reasonable terms as Mortgagee may specify, to be used for the sole purpose of altering, restoring, or rebuilding any part of the mortgaged property that may have been altered, damaged, or destroyed as a result of the taking, alteration of grade, or other injury to the mortgaged property.

(b) If, prior to the receipt of the proceeds by Mortgagee, the mortgaged property is sold on foreclosure of this mortgage, Mortgagee shall have the right to receive the proceeds to the extent of:

(i) any deficiency found to be due to Mortgagee in connection with the foreclosure sale with legal interest thereon; and

(ii) reasonable counsel fees, costs, and disbursements incurred by Mortgagee in connection with collection of the proceeds and the proceedings to establish the deficiency.

(c) If the amount of the initial award of damages for the condemnation is insufficient to pay in full the indebtedness secured hereby with interest and other appropriate charges, Mortgagee shall have the right to prosecute to final determination or

settlement an appeal or other appropriate proceedings in the name of Mortgagee or Mortgagor, for which Mortgagee is hereby appointed irrevocably as attorney-in-fact for Mortgagor, which appointment, being for security, is irrevocable. In that event, the expenses of the proceedings, including reasonable counsel fees, shall be paid first out of the proceeds, and only the excess, if any, paid to Mortgagee shall be credited against the amounts due under this mortgage.

(d) Nothing herein shall limit the rights otherwise available to Mortgagee, at law or in equity, including the right to intervene as a party to any condemnation proceeding.

15. No Leases. Mortgagor hereby represents that there are no leases or agreements to lease all or any part of the mortgaged property now in effect, except as previously disclosed by Mortgagor to Mortgagee.

16. Conveyance. Without the prior written consent of Mortgagee, Mortgagor will abstain from and will not cause or permit any sale, exchange, transfer, or conveyance of the mortgaged property or any part thereof, voluntarily or by operation of law (other than by execution on the note or foreclosure under this mortgage), or any transfer of shares of stock or control in Mortgagor, whether by sale, exchange, conveyance, merger, consolidation, or otherwise. Any violation of the foregoing limitations shall, at the option of Mortgagee, be deemed an event of default hereunder.

17. Right to Remedy Defaults. If Mortgagor fails to pay real estate or other taxes, assessments, water and sewer rents, charges and claims, or sums due under any prior lien or insurance premiums; fails to make necessary repairs; or permits waste, Mortgagee, at its election and without notice to Mortgagor, shall have the right to make any payment or expenditure and take any action that Mortgagor should have made or taken or which Mortgagee deems advisable to protect the security of this mortgage or the mortgaged property, without prejudice to any of Mortgagee's rights or remedies available hereunder or otherwise at law or in equity. All such sums and costs advanced by Mortgagee under this mortgage shall be due immediately from Mortgagor to Mortgagee, shall be secured hereby, and shall bear interest at a rate that shall be 18% from the date of payment by Mortgagee until the date of repayment. Mortgagee shall be subrogated to any rights, equities, and liens so discharged.

18. Events of Default. The following shall constitute events of default hereunder:

(a) Failure of Mortgagor to pay any installment of principal or interest, or any other sum, within 5 days after the date it is due under the note or this mortgage.

(b) Mortgagor's nonperformance of, or noncompliance with, any other agreements, conditions, covenants, provisions, or stipulations contained in the note or in this mortgage, or in any other document securing such note, and the continuation of such nonperformance or noncompliance for 30 days after notice thereof from Mortgagee to Mortgagor.

(c) Any assignment for the benefit of creditors made by Mortgagor, any shareholder of Mortgagor, or the person executing the guaranty of even date herewith given to Mortgagee in connection with the loan.

(d) Appointment of a receiver, liquidator, or trustee of Mortgagor (which term for the purposes of this subparagraph (d) shall be deemed to include any shareholder of Mortgagor) or of any of the property of Mortgagor; insolvency of Mortgagor or the adjudication of Mortgagor as bankrupt; the filing by Mortgagor of any petition for the bankruptcy, reorganization, or arrangement of Mortgagor under the Federal Bankruptcy Act or any similar statute; the institution by Mortgagor of any proceeding for the dissolution or liquidation of Mortgagor; or the filing against Mortgagor of any such petition or institution, unless the same be discharged within 30 days after the filing or institution.

(e) The rendering by any court of last resort of a decision that an undertaking by Mortgagor (as herein provided) to pay any tax, assessment, levy, liability, obligation, or encumbrance is legally inoperative or cannot be enforced, or the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby for any purpose, or the manner of collection of any such tax, so as to affect this mortgage or the debt secured hereby.

19. Remedies.

(a) On the happening of any event of default, this conveyance shall become absolute, and the entire unpaid balance of the principal, the accrued interest, and all other sums secured by this mortgage shall become immediately due and payable, at the option of Mortgagee, without notice or demand.

(b) When the entire indebtedness shall become due and payable because of maturity, the occurrence of any event of default, or otherwise, then forthwith:

- (i) Foreclosure. Mortgagee may institute an action to foreclose this mortgage against the mortgaged property or take such other action at law or in equity for the enforcement of this mortgage and realization on the mortgage security or any other security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the principal debt, with interest at the rate of five percent (5%) at the time of default, together
- (ii) with all other sums due by Mortgagor in accordance with the provisions of the note and this mortgage, including all sums that may have been lent by Mortgagee to Mortgagor after the date of this mortgage, and all sums that may have been advanced by Mortgagee for taxes, water or sewer rents, charges or claims, payments on prior liens, or insurance or

repairs to the mortgaged property, and all costs of legal action, together with interest at such rate, on any judgment obtained by Mortgagee from and after the date of any foreclosure sale until actual payment is made of the full amount due Mortgagee, and of an attorney's fees and costs for collection; or Mortgagee may foreclose only as to the sum past due with interest and costs, as provided above, without injury to this mortgage or the displacement or impairment of the remainder of the lien thereof, and, at such foreclosure sale, the mortgaged property shall be sold subject to all remaining items of indebtedness; and Mortgagee may again foreclose, in the same manner, as often as there may be any sum past due; or

(ii) Possession. Mortgagee may enter into possession of the mortgaged property with or without legal action and by force if necessary. Mortgagee may then collect therefrom all rentals (which term shall also include sums payable for use and occupation) and, after deducting all costs of collection and administration expenses, apply the net rentals to any or all of the following in such order and amounts as Mortgagee, in Mortgagee's sole discretion, may elect: the payment of taxes, water and sewer rents, charges and claims, insurance premiums, and all other carrying charges; the maintenance, repair, or restoration of the mortgaged property; and on account and in reduction of the principal or interest, or both, hereby secured. In and for that purpose, Mortgagor hereby assigns to Mortgagee all rentals due and to become due under any lease or leases or rights to use and occupation of the mortgaged property hereafter created, as well as all rights and remedies provided in such lease or leases or at law or in equity for the collection of the rentals. Mortgagee shall be entitled to the appointment of a receiver of all the rents, issues, and profits, as a matter of strict right, regardless of the value of the mortgaged property and the solvency or insolvency of Mortgagor and other persons liable to pay such indebtedness. Mortgagor hereby specifically waives the right to object to the appointment of a receiver as aforesaid and hereby expressly consents that such appointment shall be made as an admitted equity and that the same may be done without notice to Mortgagor.

(c) Mortgagee shall have the right to bring an appropriate action to recover any sums required to be paid by Mortgagor under the terms of this mortgage, as they become due, without regard to whether the principal indebtedness or any other sums secured by the note and this mortgage shall be due, and without prejudice to the right of Mortgagee thereafter to bring an action to foreclose this mortgage, or any other action, for any default by Mortgagor existing at the time the earlier action was commenced.

(d) Any real estate sold under any action to foreclose this mortgage or under any other judicial proceedings under this mortgage or the note may be sold in one parcel, as an entirety, or in such parcels or condominium units and in such manner or order as

Mortgagee, in its sole discretion, may elect.

20. Rights and Remedies Cumulative.

(a) The rights and remedies of Mortgagee as provided in the note and in this mortgage shall be cumulative and concurrent; may be pursued separately, successively, or together against Mortgagor, the mortgaged property, or both, at the sole discretion of Mortgagee; and may be exercised as often as occasion therefor shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

(b) Any failure by Mortgagee to insist on strict performance by Mortgagor of any of the terms and provisions of this mortgage or the note shall not be deemed to be a waiver of any of the terms or provisions thereof, and Mortgagee shall have the right thereafter to insist on strict performance by Mortgagor of any and all of them.

(c) Neither Mortgagor nor any other person now or hereafter obligated for payment of all or any part of the sums now or hereafter secured by this mortgage shall be relieved of such obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor or of any other person so obligated to take action to foreclose on this mortgage or otherwise enforce any provisions of the mortgage or the note; by reason of the release, regardless of consideration, of all or any part of the security held for the indebtedness secured by this mortgage; or by reason of any agreement or stipulation between any subsequent owner of the mortgaged property and Mortgagee extending the time of payment or modifying the terms of the mortgage or note without first having obtained the consent of Mortgagor or such other person. In the latter event, Mortgagor and all such other persons shall continue to be liable to make payments according to the terms of any such extension or modification agreement unless expressly released and discharged in writing by Mortgagee.

(d) Mortgagee may release, regardless of consideration, any part of the security held for the indebtedness secured by this mortgage without, as to the remainder of the security, in any way impairing or affecting the lien of this mortgage or its priority over any subordinate lien.

(e) For payment of the indebtedness secured hereby, Mortgagee may resort to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect.

21. Mortgagor's Waivers. Mortgagor hereby waives and releases

(a) all errors, defects, and imperfections in any proceeding instituted by Mortgagee under the note, this mortgage, or both of them;

(b) all benefit that might accrue to Mortgagor by virtue of any present or future law exempting the mortgaged property, or any part of the proceeds arising from

any sale thereof from attachment, levy, sale on execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment; and

(c) unless specifically required herein, all notices of Mortgagor's default or of Mortgagee's election to exercise or Mortgagee's actual exercise of any option under the note or this mortgage.

22. Attorneys' Fees. If Mortgagee becomes a party to any suit or proceeding affecting the mortgaged property or title thereto, the lien created by this mortgage or Mortgagee's interest therein, or, if Mortgagee engages counsel to collect any of the indebtedness or to enforce performance of the agreements, conditions, covenants, provisions, or stipulations of this mortgage or the note, Mortgagee's costs, expenses, and reasonable attorneys' fees, whether or not suit is instituted, shall be paid to Mortgagee by Mortgagor on demand with interest at the then-effective rate set forth in the note, and, until paid, these amounts of money shall be deemed to be part of the indebtedness evidenced by the note and secured by this mortgage.

23. Future Advances. Under section 697.04, Florida Statutes, this mortgage shall secure not only the existing indebtedness evidenced by the note, but also such future advances as may be made by Mortgagee to Mortgagor within 20 years from the date hereof to the same extent as if such future advances were made on the date of the execution of this mortgage. The total amount of indebtedness that shall be so secured by this mortgage may decrease or increase from time to time, provided that the total unpaid balance so secured at any one time shall not exceed a principal amount of \$2,064,000.00 (up to double the original principal amount of the loan) plus interest thereon and plus any disbursements made for the payment of taxes, levies, or insurance on the property covered by the lien of this mortgage, together with interest on such disbursements.

24. Communications. All communications required under this mortgage or the note shall be in writing and shall be sent by registered or certified mail, postage prepaid, addressed to Mortgagor and Mortgagee at the address set forth in the heading of this mortgage or in the note or to such other address as either party may designate by notice to the other in the manner set forth herein.

25. Amendment. This mortgage cannot be changed or amended except by agreement in writing signed by the party against whom enforcement of the change is sought.

26. Construction. Whenever used in this mortgage, unless the context clearly indicates a contrary intent:

(a) The word "Mortgagor" shall mean the person who executes this mortgage and any subsequent owner of the mortgaged property and his or her respective heirs, executors, administrators, successors, and assigns.

(b) The word "Mortgagee" shall mean the person specifically named herein as "Mortgagee", or any subsequent holder of this mortgage.

(c) The word "person" shall mean individual, corporation, partnership, or unincorporated association.

(d) The use of any gender shall include all genders.


(e) The singular number shall include the plural and the plural the singular, as the context may require.

(f) If Mortgagor is more than one person, all agreements, conditions, covenants, provisions, stipulations, warrants of attorney, authorizations, waivers, releases, options, undertakings, rights, and benefits made or given by Mortgagor shall be joint and several and shall bind and affect all persons who are defined as Mortgagor as fully as though all of them were specifically named herein wherever the word "Mortgagor" is used.


27. Captions. The captions preceding the text of the paragraphs or subparagraphs of this mortgage are inserted only for convenience of reference and shall not constitute a part of this mortgage, nor shall they in any way affect its meaning, construction, or effect.

IN WITNESS WHEREOF, Mortgagor has caused this mortgage to be duly executed as of the day and year first written above.

Northern Gulf Nowak, L.L.C.

By:  5-10-16
James D. Homyak (Date)
Managing Member
Mortgagor
Northern Gulf Nowak, L.L.C.
P.O. Box 12204
Pensacola, Florida 32591

Signed in the presence of:

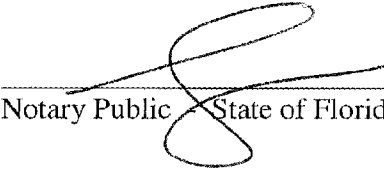
 5-10-16
ANGELA ZUMMO (Date)
Witness

Signed in the presence of:

 5/10/16
BRIDGET ROBERTS (Date)
Witness

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of May, 2016, by James D. Homyak, Managing Member of Northern Gulf Nowak, L.L.C., who is personally known to me or has produced _____ as identification.



Notary Public - State of Florida

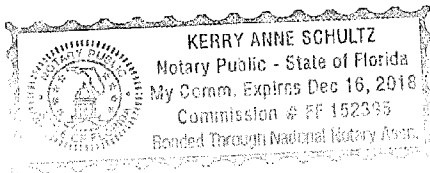


EXHIBIT "A"

COMMENCE AT A 1" IRON PIPE (UNNUMBERED) AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH $02^{\circ}39'05''$ WEST ALONG THE WEST LINE OF SAID SECTION 16 FOR A DISTANCE OF 1321.69 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE DEPARTING SAID WEST LINE PROCEED SOUTH $87^{\circ}09'38''$ EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16 FOR A DISTANCE OF 33.00 FEET TO THE EAST RIGHT-OF-WAY LINE (R/W) OF NOWAK ROAD (66' R/W) FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST R/W LINE CONTINUE LAST COURSE PROCEED SOUTH $87^{\circ}09'38''$ EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 1286.16 FEET TO THE APPARENT WEST R/W LINE OF BOOKER STREET BY MAINTENANCE CLAIM (R/W WIDTH UNDETERMINED); THENCE DEPARTING SAID NORTH LINE PROCEED SOUTH $02^{\circ}47'23''$ WEST ALONG SAID WEST APPARENT R/W FOR A DISTANCE OF 30.44 FEET TO THE APPARENT SOUTH LINE OF BOOKER STREET BY MAINTENANCE CLAIM (R/W WIDTH UNDETERMINED); THENCE DEPARTING SAID APPARENT WEST R/W LINE PROCEED SOUTH $87^{\circ}12'37''$ EAST ALONG SAID SOUTH APPARENT R/W LINE FOR A DISTANCE OF 7.56 FEET TO THE EAST LINE OF THE AFORESAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE DEPARTING SAID SOUTH APPARENT R/W LINE PROCEED SOUTH $02^{\circ}45'23''$ WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE EAST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 16 FOR A DISTANCE OF 1918.60 FEET TO THE NORTH R/W LINE OF UPLAND ROAD (66' R/W); THENCE DEPARTING SAID EAST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER PROCEED NORTH $87^{\circ}10'54''$ WEST ALONG SAID NORTH R/W LINE FOR A DISTANCE OF 935.22 FEET TO THE EAST LINE OF THAT PARCEL OF PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK (O.R.) 6736, AT PAGE (PG.) 530 OF THE PUBLIC RECORDS OF THE AFORESAID ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH R/W LINE, PROCEED NORTH $03^{\circ}15'17''$ EAST ALONG THE EAST LINE OF SAID O.R. 6736, PG. 530 FOR A DISTANCE OF 179.12 FEET TO A CAPPED IRON ROD (NUMBER LB 7110); THENCE PROCEED NORTH $66^{\circ}46'47''$ WEST ALONG THE NORTHERLY LINE OF SAID O.R. 6736, PG. 530 FOR A DISTANCE OF 94.43 FEET TO A CAPPED IRON ROD (NUMBER LB 7110) AND A POINT ON A CIRCULAR CURVE BEING CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF $76^{\circ}01'15''$ AND A CHORD BEARING AND DISTANCE OF SOUTH $61^{\circ}12'25''$ WEST, 61.58 FEET; THENCE PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY LINE OF O.R. 6736, PG. 530 FOR A DISTANCE OF 66.34 FEET TO A CAPPED IRON ROD (NUMBER LB 7110); THENCE DEPARTING SAID CIRCULAR CURVE, PROCEED SOUTH $09^{\circ}12'48''$ WEST ALONG THE WEST LINE OF SAID O.R. 6736, PG. 530 FOR A DISTANCE OF 180.88 FEET TO THE NORTH R/W LINE OF SAID UPLAND ROAD; THENCE PROCEED NORTH $87^{\circ}10'54''$ WEST ALONG SAID NORTH R/W LINE FOR A DISTANCE OF 195.18 FEET TO THE EAST R/W LINE OF THE AFORESAID NOWAK ROAD; THENCE DEPARTING SAID NORTH R/W LINE PROCEED NORTH $02^{\circ}39'05''$ EAST ALONG SAID EAST R/W LINE FOR A DISTANCE OF 1949.52 FEET TO THE AFORESAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16 AND THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 57.15 ACRES MORE OR LESS.

This Instrument Was Prepared By:
Charles F. James, IV, Esquire
CLARK PARTINGTON
125 East Intendencia Street, 4th Floor
Pensacola, Florida 32502
CP File No. 181503

STATE OF FLORIDA
COUNTY OF ESCAMBIA

SUBORDINATION AGREEMENT

THIS SUBORDINATION AGREEMENT is made as of the 37 day of December, 2018, by **NORTHERN GULF NOWAK, L.L.C.**, a Florida limited liability company ("**Borrower**"), and **RICKEY L. EVANS, a/k/a RICKY L. EVANS, and CONNIE S. EVANS**, husband and wife ("**Creditor**"), for the benefit of **TRUSTMARK NATIONAL BANK** ("**Lender**"), whose address is 107 St. Francis Street, Mobile, Alabama 36602.

CURRENT INDEBTEDNESS OWING TO CREDITOR. As of the date of this Agreement, Borrower is indebted to Creditor in the aggregate amount of \$1,160,000.00. This amount is the total indebtedness of every kind from Borrower to Creditor. Borrower and Creditor agree to deliver a true and correct copy of any promissory note evidencing such indebtedness to Lender upon execution of this Agreement. Said indebtedness is secured by a Mortgage recorded in **O.R. Book 7521, Page 859, public records of Escambia County, Florida** (the "**Subordinated Mortgage**").

REQUESTED FINANCIAL ACCOMMODATIONS. Borrower and Creditor each want Lender to provide financial accommodations to Borrower in the form of new credit or loan advances. Borrower and Creditor each represent and acknowledge to Lender that Creditor will benefit as a result of these financial accommodations from Lender to Borrower, and Creditor acknowledges receipt of valuable consideration for entering into this Agreement. Based on the representations and acknowledgments contained in this Agreement, Borrower and Creditor agree with Lender as follows:

1. **SUBORDINATED INDEBTEDNESS.** The words "**Subordinated Indebtedness**" as used in this Agreement mean and include all present and future indebtedness, obligations, liabilities, claims, rights and demands of any kind which Borrower may now or hereafter owe to Creditor. The term "**Subordinated Indebtedness**" is used in its broadest sense and includes without limitation all principal, all interest, all costs, Creditor's attorneys' fees, all sums paid for the purpose of protecting the rights of a holder of security, all contingent obligations of Borrower (such as a guaranty), and all other obligations, secured or unsecured, of any nature whatsoever.

2. **SUPERIOR INDEBTEDNESS.** The words "**Superior Indebtedness**" as used in this Agreement mean and include all present and future indebtedness, obligations, liabilities, claims, rights, and demands of any kind which may be now or hereafter owing from Borrower to Lender. The term "**Superior Indebtedness**" is used in its broadest sense and includes without limitation all principal, all interest, all costs, Lender's attorneys' fees, all sums paid for the purpose of protecting Lender's rights in security (such as paying for insurance on collateral if the owner fails to do so), all contingent obligations of Borrower (such as a guaranty), all obligations arising by reason of Borrower's accounts with Lender (such as an overdraft on a checking account), and all other obligations of Borrower to Lender, secured or unsecured, of any nature whatsoever.

3. **SUBORDINATION.** All Subordinated Indebtedness of Borrower to Creditor is and shall be subordinated in all respects to all Superior Indebtedness of Borrower to Lender. The Subordinated Mortgage is hereby and shall be subordinate in all respects to the Lender's mortgage of even date herewith in the principal sum of \$1,100,000.00 (the "**Superior Mortgage**"). Creditor also subordinates any other Creditor's Security Interests to all Security Interests held by Lender including the Superior Mortgage, whether now existing or hereafter acquired.

4. **PAYMENTS TO CREDITOR.** Except as may be specifically provided in the following sentence, Borrower will not make and Creditor will not accept, at any time while any Superior Indebtedness is owing to Lender, (A) any payment upon any Subordinated Indebtedness, (B) any advance, transfer, or assignment of assets to Creditor in any form whatsoever that would reduce at any time or in any way the amount of Subordinated Indebtedness, or (C) any transfer of any assets as security for the Subordinated Indebtedness.

Notwithstanding the foregoing, so long as Borrower is not in default of its obligations to Lender, Borrower may make regularly scheduled payments of principal to Creditor in connection with the sale of residential lots in the "Graystone Subdivision, Phase II and Phase III", so long as Borrower is not in default under any agreement between Lender and Borrower. Creditor may not accelerate payment of any amounts owed to Creditor by Borrower without Lender's prior written consent, which consent may be withheld in Lender's sole discretion.

In the event of any distribution, division, or application, whether partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of Borrower's assets, or the proceeds of Borrower's assets, in whatever form, to creditors of Borrower or upon any indebtedness of Borrower, whether by reason of the liquidation, dissolution or other winding-up of Borrower, or by reason of any execution sale, receivership, insolvency, or bankruptcy proceeding, assignment for the benefit of creditors, proceedings for reorganization, or readjustment of Borrower or Borrower's properties, then and in such event, (A) the Superior Indebtedness shall be paid in full before any payment is made on the Subordinated Indebtedness, and (B) all payments and distributions, of any kind or character and whether in cash, property, or securities, which shall be payable or deliverable upon or in respect of the Subordinated Indebtedness shall be paid or delivered directly to Lender for application in payment of the amounts then due on the Superior Indebtedness until the Superior Indebtedness shall have been paid in full.

In order that Lender may establish its right to prove claims and recover for its own account all distributions, payments and other disbursements based on the Subordinated Indebtedness, Creditor does hereby assign all its right, title, and interest in such claims to Lender. Creditor further agrees to supply such information and evidence, provide access to and copies of such of Creditor's records as may pertain to the Subordinated Indebtedness, and execute such instruments as may be required by Lender to enable Lender to enforce all such claims and collect all distributions, payments, or other disbursements which may be made on account of the Subordinated Indebtedness. For such purposes, Creditor hereby irrevocably authorizes Lender in its discretion to make and present for or on behalf of Creditor such proofs of claims on account of the Subordinated Indebtedness as Lender may deem expedient and proper and to vote such claims in any such proceeding and to receive and collect any and all distributions, payments or other disbursements made thereon in whatever form the same may be paid or issued and to apply the same on account of the Superior Indebtedness.

Should any payment, distribution, security, or proceeds thereof be received by Creditor at any time on the Subordinated Indebtedness contrary to the terms of this Agreement, Creditor immediately will deliver the same to Lender in precisely the form received (except for the endorsement or assignment of Creditor if necessary), for application on or to secure the Superior Indebtedness, whether it is due or not due, and until so delivered the same shall be held in trust by Creditor as property of Lender. In the event Creditor fails to make any such endorsement or assignment, Lender, or any of its officers on behalf of Lender, is hereby irrevocably authorized by Creditor to make the same.

5. **CREDITOR'S REPRESENTATIONS AND WARRANTIES.** Creditor represents and warrants to Lender that: (A) no representations or agreements of any kind have been made to Creditor which would limit or qualify in any way the terms of this Agreement; (B) this Agreement is executed at Borrower's request and not at the request of Lender; (C) Lender has made no representation to Creditor as to the creditworthiness of Borrower; and (D) Creditor has established adequate means of obtaining from Borrower on a continuing basis information regarding Borrower's financial condition. Creditor agrees to keep adequately informed from such means of any facts, events, or circumstances which might in any way affect Creditor's risks under this Agreement, and Creditor further agrees that Lender shall have no obligation to disclose to Creditor information or material acquired by Lender in the course of its relationship with Borrower.

6. **CREDITOR'S WAIVERS.** Creditor waives any right to require Lender: (A) to make, extend, renew, or modify any loan to Borrower or to grant any other financial accommodations to Borrower whatsoever; (B) to make any presentment, protest, demand, or notice of any kind, including notice of any nonpayment of the Superior Indebtedness or of any nonpayment related to any Security Interests, or notice of any action or nonaction on the part of Borrower, Lender, any surety, endorser, or other guarantor in connection with the Superior Indebtedness, or in connection with the creation of new or additional Superior Indebtedness; (C) to resort for payment or to proceed directly or at once against any person, including Borrower; (D) to proceed directly against or exhaust any Security Interests held by Lender from Borrower, any other guarantor, or any other person; (E) to give notice of the terms, time, and place of any public or private sale of personal property security held by Lender from Borrower or to comply with any other applicable provisions of the Uniform Commercial Code; (F) to pursue any other remedy within Lender's power; or (G) to commit any act or omission of any kind, at any time, with respect to any matter whatsoever.

7. **LENDER'S RIGHTS.** Lender may take or omit any and all actions with respect to the Superior Indebtedness or any Security Interests for the Superior Indebtedness without affecting whatsoever any of Lender's rights under this Agreement. In particular, without limitation, Lender may, without notice of any kind to Creditor, (A) make one or more additional secured or unsecured loans to Borrower; (B) repeatedly alter, compromise, renew, extend, accelerate, or otherwise change the time for payment or other terms of the Superior Indebtedness or any part thereof, including increases and decreases of the rate of interest on the Superior Indebtedness; extensions may be repeated and may be for longer than the original loan term; (C) take and hold Security Interests for the payment of the Superior Indebtedness, and exchange, enforce, waive, and release any such Security Interests, with or without the substitution of new collateral; (D) release, substitute, agree not to sue, or deal with any one or more of Borrower's sureties, endorsers, or guarantors on any terms or manner Lender chooses; (E) determine how, when and what application of payments and credits, shall be made on the Superior Indebtedness; (F) apply such security and direct the order or manner of sale thereof, as Lender in its discretion may determine; and (G) assign this Agreement in whole or in part.

8. **DEFAULT BY BORROWER.** If Borrower becomes insolvent or bankrupt, this Agreement shall remain in full force and effect. In the event of a corporate reorganization or corporate arrangement of Borrower under the provisions of the Bankruptcy Code, as amended, this Agreement shall remain in full force and effect and the court having jurisdiction over the reorganization or arrangement is hereby authorized to preserve such priority and subordination provided under this Agreement in approving any such plan or reorganization or arrangement. Any default by Borrower under the terms of the Subordinated Indebtedness also shall constitute an event of default under the terms of the Superior Indebtedness in favor of Lender.

9. **DURATION AND TERMINATION.** This Agreement will take effect when received by Lender, without the necessity of any acceptance by Lender, in writing or otherwise, and will remain in full force and effect until Creditor shall notify Lender in writing at the address shown above to the contrary. Any such notice shall not affect the Superior Indebtedness owed Lender by Borrower at the time of such notice, nor shall such notice affect Superior Indebtedness thereafter granted in compliance with a commitment made by Lender to Borrower prior to receipt of such notice, nor shall such notice affect any renewals of or substitutions for any of the foregoing. Such notice shall affect only indebtedness of Borrower to Lender arising after receipt of such notice and not arising from financial assistance granted by Lender to Borrower in compliance with Lender's obligations under a commitment. Any notes lodged with Lender pursuant to the section titled "Creditor's Notes" above need not be returned until this Agreement has no further force or effect.

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

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by Borrower, Creditor and Lender.

Attorneys' Fees; Expenses. Creditor agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's legal expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay somebody else to help enforce this Agreement, and Creditor shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including Lender's reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services. Creditor also shall pay all court costs and such additional fees as may be directed by the court.

Authority. The person who signs this Agreement as or on behalf of Creditor represents and warrants that he or she has authority to execute this Agreement and to subordinate the Subordinated Indebtedness and the Creditor's security interests in Borrower's property, if any.

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

Governing Law. This Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of Florida. This Agreement has been accepted by Lender in the State of Florida.

Choice of Venue. If there is a lawsuit, and if the transaction evidenced by this Agreement occurred in Escambia County, Creditor agrees upon Lender's request to submit to the jurisdiction of the courts of Escambia County, State of Florida.

Interpretation. In all cases where there is more than one Creditor, then all words used in this Agreement in the singular shall be deemed to have been used in the plural where the context and construction so require; and where there is more than one Creditor named in this Agreement or when this Agreement is executed by more than one, the word "Creditor" shall mean all and any one or more of them. Reference to the phrase "Creditor" includes the heirs, successors, assigns, and transferees of each of them.

Successors and Assigns. This Agreement shall be understood to be for the benefit of Lender and for such other person or persons as may from time to time become or be the holder or owner of any of the Superior Indebtedness or any interest therein, and this Agreement shall be transferable to the same extent and with the same force and effect as any such Superior Indebtedness may be transferable.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender, Borrower or Creditor, shall constitute a waiver of any of Lender's rights or of any of Borrower's or Creditor's obligations as to any future transactions. Whenever the consent of Lender is required under his Agreement, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

11. **DEFINITIONS.** The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings attributed to such terms in the Uniform Commercial Code:

Agreement. The word "Agreement" means this Subordination Agreement, as this Subordination Agreement may be amended or modified from time to time with the written consent of Lender, which consent may be withheld, delayed or conditioned at Lender's sole discretion.

Borrower. The word "Borrower" means the persons and entities described as "Borrower" in the first paragraph of this Agreement, and all other persons and entities obligated with respect to the Superior Indebtedness.

Creditor. The word "Creditor" means the persons and entities described as "Creditor" in the first paragraph of this Agreement, and all other persons and entities to whom Borrower is indebted on the Subordinated Indebtedness.

Lender. The word "Lender" means TRUSTMARK NATIONAL BANK, its successors and assigns.

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 Superior Indebtedness.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

Subordinated Indebtedness. The words "Subordinated Indebtedness" mean the indebtedness described in the section of this Agreement titled "Subordinated Indebtedness."

Superior Indebtedness. The words "Superior Indebtedness" mean the indebtedness described in the section of this Agreement titled "Superior Indebtedness."

12. Waiver of Jury Trial. BY ITS EXECUTION HEREOF, EACH OF THE PARTIES HERETO WAIVE THE RIGHT TO A JURY TRIAL IN ANY SUIT, ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THE AGREEMENT, THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY. EACH OF THE PARTIES HEREBY ACKNOWLEDGES THAT SUCH WAIVER OF THE RIGHT TO A JURY TRIAL IS ESSENTIAL CONSIDERATION TO ALL PARTIES OBLIGATIONS HEREUNDER.

BORROWER AND CREDITOR EACH ACKNOWLEDGE HAVING READ ALL THE PROVISIONS OF THIS SUBORDINATION AGREEMENT, AND BORROWER AND CREDITOR EACH AGREE TO ITS TERMS. THIS AGREEMENT IS DATED AS OF THE DATE FIRST ABOVE WRITTEN.

[Signature page to follow]

BORROWER:

**NORTHERN GULF NOWAK, L.L.C., a Florida
limited liability company**

By: *Rickey L. Evans*
Print Name: Rickey L. Evans
Title: Member

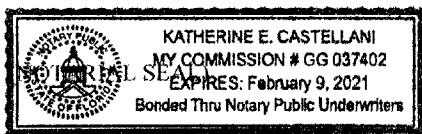
By: *James D. Homyak*
Print Name: James D. Homyak
Title: Member

CREDITOR:

Rickey L. Evans
Rickey L. Evans a/k/a Rickey L. Evans
Connie S. Evans
Connie S. Evans

STATE OF FLORIDA
COUNTY OF Escambia

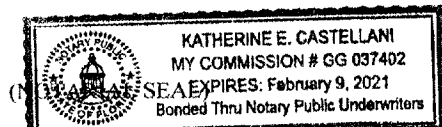
The foregoing instrument was acknowledged before me this 26 day of December, 2018 by Rickey L. Evans, a/k/a Rickey L. Evans, and James D. Homyak, whose names as members of Northern Gulf Nowak, L.L.C., a Florida limited liability company, who on behalf of said company (☒) are personally known to me, or who () have produced _____ as identification.



Katherine E. Castellani
NOTARY PUBLIC
My Commission Expires: Feb 9 2021

STATE OF FLORIDA
COUNTY OF Escambia

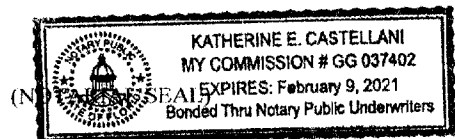
The foregoing instrument was acknowledged before me this 26 day of December, 2018 by Rickey L. Evans, a/k/a Rickey L. Evans, who (☒) is personally known to me, or who () has produced _____ as identification.



Katherine E. Castellani
NOTARY PUBLIC
My Commission Expires: Feb 9 2021

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 26 day of December, 2018 by Connie S. Evans, who (☒) is personally known to me, or who () has produced _____ as identification.



Katherine E. Castellani
NOTARY PUBLIC
My Commission Expires: Feb 9 2021

Prepared by and return to:
Hand Arendall Harrison Sale LLC
Post Office Box 123
Mobile, Alabama 36601
3723588_1

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MORTGAGEE'S CONSENT AND SUBORDINATION

RICKY L. EVANS and CONNIE S. EVANS (collectively, "Lender"), the mortgagee under that certain MORTGAGE (the "Mortgage") executed by NORTHERN GULF NOWAK, L.L.C., a Florida limited liability company, dated May 10, 2016 and recorded in Official Records Book 7521, Page 859 of the Office of the Clerk of the Circuit Court of Escambia County, Florida (the "Public Records"), does hereby consent to that certain First Amendment to Amended and Restated Declaration of Covenants, Conditions and Restrictions of Graystone Estates Subdivision recorded in Official Records Book 8137, Page 465 of the Public Records (the "Amendment"). Furthermore, Lender does hereby subordinate in all respects its interest in and to the mortgaged property described in the Mortgage to this Amendment and the Declaration (as that term is defined in the Amendment). Lender does hereby acknowledge and agree that this Amendment and the Declaration shall be given priority over the Mortgage, and shall be unaffected by any default, foreclosure or exercise of any other remedy under the Mortgage, the same as if this Amendment and the Declaration were executed, delivered and recorded prior to the execution and recording of the Mortgage.

[remainder of page intentionally left blank]

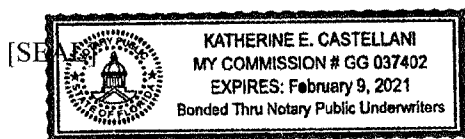
IN WITNESS WHEREOF, Lender has caused this Consent and Subordination to be executed as of the 15th day of August, 2019.

Ricky L. Evans
RICKY L. EVANS

Connie S. Evans
CONNIE S. EVANS

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 15 day of August, 2019, by Ricky L. Evans. He is (☒) personally known to me or (☐) produced as identification.

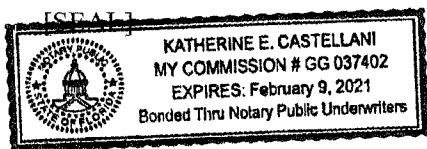


Katherine E. Castellani
Notary Public Signature

Katherine E. Castellani
Notary Public Printed Name

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 15 day of August, 2019, by Connie S. Evans. She is (☒) personally known to me or (☐) produced as identification.



Katherine E. Castellani
Notary Public Signature

Katherine E. Castellani
Notary Public Printed Name

This Instrument Was Prepared By:
Charles F. James, IV, Esquire
CLARK PARTINGTON
125 East Intendencia Street, 4th Floor
Pensacola, Florida 32502
CP File No. 181503

STATE OF FLORIDA
COUNTY OF ESCAMBIA

**MORTGAGE, ASSIGNMENT OF RENTS
AND LEASES AND SECURITY AGREEMENT**

THIS MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT (hereinafter this "Mortgage") is made effective the 27th day of December, 2018 by **ASHLAND AVENUE, L.L.C., a Florida limited liability company ("Ashland")**, and **NORTHERN GULF NOWAK, L.L.C., a Florida limited liability company ("Northern")** (Ashland and Northern are collectively hereinafter called "Mortgagor") in favor of **TRUSTMARK NATIONAL BANK** (hereinafter called "Bank" or "Mortgagee").

THIS MORTGAGE IS TO BE FILED FOR RECORD IN THE REAL ESTATE RECORDS OF THE COUNTY WHERE THE REAL PROPERTY IS LOCATED AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF SECTION 679.5021 OF THE FLORIDA STATUTES.

WITNESSETH:

WHEREAS, Ashland is the fee simple title to the land and all improvements thereon identified as Parcel 1 on Exhibit "A" attached hereto and made a part hereof.

WHEREAS, Northern is the fee simple title to the land and all improvements thereon identified as Parcel 2 on Exhibit "A" attached hereto and made a part hereof.

WHEREAS, Mortgagor is justly indebted to Bank (the Bank and any subsequent holder of this Mortgage being referred to herein as "Lender") on a loan (the "Loan") in the principal sum of **ONE MILLION ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,100,000.00)**, or so much as may from time to time be disbursed under by that certain Revolving Line of Credit Development Loan Agreement between Mortgagor and Lender (the "Loan Agreement") and evidenced by, among other things, that certain Promissory Note made by Mortgagor in favor of Lender dated of even date herewith, in the maximum principal amount of \$1,100,000.00 (the "Note") payable to Lender with interest thereon as provided therein; and

WHEREAS, the parties hereto desire to secure the principal amount of the Note with interest, and all renewals, extensions and modifications thereof, and all refinancings of any part of the Note and any and all other additional indebtedness of Mortgagor to Lender, now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions, modifications and refinancings thereof, and whether incurred or given as maker, endorser, guarantor or otherwise, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise (herein "Other Indebtedness").

GRANTING CLAUSE

NOW, THEREFORE, Mortgagor, in consideration of Lender's making the Loan, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals, modifications and refinancings of same, and any charges herein incurred by Lender, including but not limited to attorneys' fees, and any and all Other Indebtedness as set forth above, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth in the Note and set forth in all other documents evidencing, securing or executed in connection with the Loan (this Mortgage, the Note, the Loan Agreement, and such other documents are sometimes referred to herein as the "Loan Documents"), and as may be set forth in instruments evidencing or securing Other Indebtedness (the "Other Indebtedness Instruments"), has mortgaged, granted and conveyed, and does hereby MORTGAGE, GRANT, AND

CONVEY unto the Lender, its successors and assigns, the following described land, real estate, estates, buildings, improvements, fixtures, furniture, and personal property (which together with any additional such property in the possession of the Lender or hereafter acquired by the Mortgagor and subject to the lien of this Mortgage, or intended to be so, as the same may be constituted from time to time is hereinafter sometimes referred to as the "**Mortgaged Property**") to-wit:

- (a) All that tract or parcel or parcels of land and estates particularly described on Exhibit "A" attached hereto and made a part hereof (the "**Land**");
- (b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "**Improvements**");
- (c) All accounts, general intangibles, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and Improvements;
- (d) Together with all easements, rights of way, gores of land, streets, ways, alleys, passages, sewer rights, waters, water courses, water rights and powers, and all estates, leases, subleases, licenses, rights, titles, interests, privileges, liberties, tenements, hereditaments, and appurtenances whatsoever, in any way belonging, relating or appertaining to any of the property hereinabove described, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by the Mortgagor, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of the Mortgagor of, in and to the same, including but not limited to:
 - (i) All rents, royalties, profits, issues and revenues of the Land and Improvements from time to time accruing, whether under leases or tenancies now existing or hereafter created; and
 - (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land and Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land and Improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Lender hereby is authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;
- (e) All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b), (c) or (d) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments,

equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b), (c) or (d) above.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof unto the Lender, its successors and assigns forever, subject, however, to the terms and conditions herein;

PROVIDED, HOWEVER, that these presents are upon the condition that: (i) if the Mortgagor shall fully pay or cause to be fully paid to the Lender the principal and interest payable with respect of the Loan and the Note, and any extensions, renewals, modifications and refinancings of same, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Mortgagor and shall pay all charges incurred herein by Lender on account of Mortgagor, including, but not limited to, attorneys' fees, and shall pay any and all Other Indebtedness, and shall keep, perform and observe all and singular the covenants, conditions and agreements in this Mortgage, in the Note, in the other Loan Documents, and in the Other Indebtedness Instruments expressed to be kept, performed, and observed by or on the part of the Mortgagor, all without fraud or delay; and (ii) the Lender shall have no further commitment or agreement to make advances, incur obligations or give value under the Loan, the Note, any other Loan Document or any Other Indebtedness Instrument (including without limitation advances, obligations or value relating to future advances, open-end, revolving or other lines of credit or letters of credit), then this Mortgage, and all the properties, interests and rights hereby granted, bargained, sold and conveyed shall cease, terminate and be void, but shall otherwise remain in full force and effect.

AND the Mortgagor further represents, warrants, covenants and agrees with the Lender as follows:

ARTICLE I GENERAL

1.01 Performance of Mortgage, Note and Loan Documents. Mortgagor shall perform, observe and comply with all provisions hereof, of the Note, of the other Loan Documents, and of the Other Indebtedness Instruments, and shall duly and punctually pay to the Lender the sum of money expressed in the Note, with interest thereon, and all other sums required to be paid by the Mortgagor pursuant to the provisions of this Mortgage, of the Note, of the other Loan Documents, and of the Other Indebtedness Instruments, all without any deductions or credit for taxes or other similar charges paid by the Mortgagor.

1.02 Warranty of Title. Mortgagor hereby warrants that it is lawfully seized of an indefeasible estate in fee simple in the Land and Improvements hereby mortgaged, or is lawfully seized of such other estate or interest as is described on **Exhibit A** hereto, and has good and absolute title to all existing personal property hereby granted as security, and has good right, full power and lawful authority to sell, convey, mortgage and grant a security interest in the same in the manner and form aforesaid; that, but for the Approved Contracts as defined in the Loan Agreement, the same is free and clear of all grants, reservations, security interests, liens, charges, and encumbrances, including, as to the personal property and fixtures, conditional sales contracts, chattel mortgages, security agreements, financing statements, and anything of a similar nature, and that Mortgagor shall and will warrant and forever defend the title thereto and the quiet use and enjoyment thereof unto the Lender, its successors and assigns, against the lawful claims of all persons whomsoever, except as aforesaid.

1.03 Future Advances, Revolving and Open-End Loans, and Other Debts. It is expressly understood that this Mortgage is intended to and does secure not only the Loan, but also future advances and any and all Other Indebtedness, obligations and liabilities, direct or contingent, of the Mortgagor to the Lender, whether now existing or hereafter arising, and any and all extensions, renewals, modifications and refinancings of same, or any part thereof, existing at any time before actual cancellation of this instrument in the public records of the county or counties where the Mortgaged Property is located, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise. The Loan and the Other Indebtedness may, if provided in the applicable Loan Agreement, provide for revolving or open-end loans and advances, all of which shall be secured by this Mortgage. The total amount of indebtedness secured hereby may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed twice the initial sum secured hereby, plus interest thereon, negative amortization or deferred interest, and any disbursements made for the payment of taxes, levies, or insurance on the Mortgaged Property. No advancements shall be made under this Mortgage more than twenty (20) years from the date hereof.

1.04 Monthly Tax Deposit. If required by Lender, Mortgagor shall pay on the first day of each month one-twelfth (1/12) of the yearly taxes on the Mortgaged Property, as estimated by Lender, in addition to each regular installment of principal and interest. Such sums shall not draw interest and shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Lender. Mortgagor agrees to pay Lender the amount of any deficiency necessary to enable Lender to pay such taxes when due. Such sums may be applied by the Lender to the reduction of the indebtedness secured hereby in any manner selected by Lender if an Event of Default shall occur under this Mortgage or under the Note, any of the other Loan Documents, or any of the Other Indebtedness Instruments, but, unless otherwise agreed by the Lender in writing, no application of tax deposits to the Note, to Other Indebtedness, or to other obligations secured hereby, shall delay, reduce, alter or otherwise affect any regularly scheduled payment with respect to the Loan, the Other Indebtedness, or any such other obligations.

1.05 Other Taxes, Utilities and Liens.

- (a) Mortgagor shall pay promptly, when and as due, and, if requested, will exhibit promptly to the Lender receipts for the payment of all taxes, assessments, water rates, utility charges, dues, charges, fines, penalties, costs and other expenses incurred, and impositions of every nature whatsoever imposed, levied or assessed or to be imposed, levied or assessed upon or against the Mortgaged Property or any part thereof or upon the revenues, rents, issues and profits of the Mortgaged Property or arising in respect of the occupancy, use or possession thereof, or upon the interest of the Lender in the Mortgaged Property (other than any of the same for which provision has been made in Paragraph 1.04 of this Article I), or any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property.
- (b) Mortgagor promptly shall pay and shall not suffer any mechanic's, laborer's, statutory or other lien to be created or to remain outstanding upon any of the Mortgaged Property.
- (c) In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages or the manner of collecting taxes, then Mortgagor immediately shall pay any increased taxes if allowed by law, and if Mortgagor fails to pay such additional taxes, or if Mortgagor is prohibited from paying such taxes, or if Lender in any way is adversely affected by such law, order, rule or regulation, then in any of such events, all indebtedness secured by this Mortgage and all interest accrued thereon shall without notice become due and payable forthwith at the option of the Lender.

1.06 Insurance.

- (a) Mortgagor shall procure for, deliver to, and maintain for the benefit of the Lender during the term of this Mortgage insurance policies in such amounts as the Lender shall require, insuring the Mortgaged Property against fire, extended coverage, war damage (if available), and such other insurable hazards, casualties and contingencies as the Lender may require. The form of such policies and the companies issuing them shall be reasonably acceptable to the Lender. All policies shall contain a New York standard, non-contributory mortgagee endorsement making losses payable to the Lender, as mortgagee. At least fifteen (15) days prior to the expiration date of all such policies, renewals thereof satisfactory to the Lender shall be delivered to the Lender. The Mortgagor shall deliver to the Lender receipts evidencing the payment of all such insurance policies and renewals. In the event of the foreclosure of this Mortgage or any transfer of title to the Mortgaged Property in partial or full extinguishment of the indebtedness secured hereby, all right, title and interest of the Mortgagor, or its assigns, in and to all insurance policies then in force shall pass to the purchaser or grantee.
- (b) The Lender hereby is authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies on the Mortgaged Property, and to collect and receive the proceeds from any such policy or policies. Each insurance company hereby is authorized and directed to make payment for all such losses directly to the Lender instead of to the Mortgagor and Lender

jointly. After deducting from said insurance proceeds any expenses incurred by Lender in the collection or handling of said funds, the Lender may apply the net proceeds, at its option, either toward repairing or restoring the improvements on the Mortgaged Property, or as a credit on any portion of the Mortgagor's indebtedness selected by Lender, whether then matured or to mature in the future, or at the option of the Lender, such sums either wholly or in part may be used to repair such improvements, or to build new improvements in their place or for any other purpose and in a manner satisfactory to the Lender, all without affecting the lien of this Mortgage for the full amount secured hereby before such payment took place. Lender shall not be liable to Mortgagor or otherwise responsible for any failure to collect any insurance proceeds due under the terms of any policy regardless of the cause of such failure.

- (c) If required by the Lender, the Mortgagor shall pay on the first day of each month, in addition to any regular installment of principal and interest and other charges with respect to indebtedness secured hereby, and the monthly tax deposit provided for in Paragraph 1.04 hereof, one-twelfth (1/12) of the yearly premiums for insurance maintained pursuant to the provisions of this Paragraph 1.06. Such amount shall be used by Lender to pay such insurance premiums when due. Such added payments shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of the Lender, and no interest shall be payable in respect thereof. Upon demand of the Lender, the Mortgagor agrees to deliver to the Lender such additional moneys as are necessary to make up any deficiencies in the amounts deposited by Mortgagor with Lender pursuant to this Paragraph 1.06 to enable the Lender to pay such insurance premiums when due. In the event of an Event of Default hereunder or of a default by Mortgagor under the Note, any other Loan Documents, or any Other Indebtedness Instruments, the Lender may apply such sums to the reduction of the indebtedness secured hereby in any manner selected by Lender, but, unless otherwise agreed by the Lender in writing, no application of insurance proceeds to the Loan, to Other Indebtedness, or to other obligations secured hereby, shall delay, reduce, alter or otherwise affect any regularly scheduled payment with respect to the Loan, the Other Indebtedness, or any such other obligations.

1.07 Condemnation. If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any damage or taking by any governmental or private authority, and any transfer by private sale in lieu thereof), either temporarily or permanently, Mortgagor shall pay to Lender an amount equal to any "release price", as that term is defined in the Loan Agreement, for the Mortgaged Property subject to such condemnation within thirty days of such condemnation, or the entire indebtedness secured hereby shall at the option of the Lender become immediately due and payable. The Lender shall be entitled to all compensation, awards, and other payments or relief for any condemnation. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Mortgagor to the Lender, which, after deducting therefrom all its expenses, including attorneys' fees, may release any moneys so received by it without affecting the lien of this Mortgage or may apply the same in such manner as the Lender shall determine to the reduction of the indebtedness secured hereby, and any balance of such moneys then remaining shall be paid to the Mortgagor. The Mortgagor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as the Lender may require. The Mortgagor promptly shall notify the Lender in the event of the institution of any condemnation or eminent domain proceeding or in the event of any threat thereof. The Lender shall be entitled to retain, at the expense of the Mortgagor, its own legal counsel in connection with any such proceedings or threatened proceedings. Lender shall be under no obligation to the Mortgagor or to any other person to determine the sufficiency or legality of any condemnation award and may accept any such award without question or further inquiry.

1.08 Care of the Property.

- (a) The Mortgagor will preserve and maintain the Mortgaged Property in good condition and repair, and shall not commit or suffer any waste and shall not do or suffer to be done anything which will increase the risk of fire or other hazard to the Mortgaged Property or any part thereof.
- (b) Except as otherwise provided herein, no buildings, fixtures, personal property, or other part of the Mortgaged Property shall be removed, demolished or substantially altered without the prior written consent of the Lender. Mortgagor may sell or otherwise dispose of, free from the lien of this Mortgage, furniture, furnishings, equipment, tools, appliances, machinery or appurtenances, subject

to the lien hereof which may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Mortgaged Property, not exceeding in value at the time of disposition thereof, FIVE THOUSAND and NO/100THS DOLLARS (\$5,000.00), for any single transaction, or a total of TWENTY THOUSAND and NO/100THS DOLLARS (\$20,000.00), in any one year, upon replacing the same with, or substituting for the same, free and clear of all liens and security interests except those created by the Loan Documents or Other Indebtedness Instruments, other furniture, furnishings, equipment, tools, appliances, machinery or appurtenances not necessarily of the same character, but of at least equal value and of equal or greater utility in the operation of the Mortgaged Property, and costing not less than the amount realized from the property sold or otherwise disposed of. Such substitute furniture, furnishings, equipment, tools, appliances, machinery and appurtenances shall forthwith become, without further action, subject to the provisions of this Mortgage.

- (c) If the Mortgaged Property or any part thereof is damaged by fire or any other cause, the Mortgagor shall give immediate written notice of the same to the Lender.
- (d) The Lender hereby is authorized to enter upon and inspect the Mortgaged Property, and to inspect the Mortgagor's or Mortgagor's agent's records with respect to the ownership, use, management and operation of the Mortgaged Property, at any time during normal business hours.
- (e) If all or any part of the Mortgaged Property shall be damaged by fire or other casualty, the Mortgagor promptly shall restore the Mortgaged Property to the equivalent of its original condition, regardless of whether or not there shall be any insurance proceeds therefor; provided, however, that if there are insurance proceeds, the Mortgagor shall not be required to restore the Mortgaged Property as aforesaid unless the Lender shall apply any net proceeds from the casualty in question and held by Lender, as allowed under Paragraph 1.06, toward restoring the damaged improvements. If a part of the Mortgaged Property shall be physically damaged through condemnation, the Mortgagor promptly shall restore, repair or alter the remaining property in a manner satisfactory to the Lender; provided, however, that if there are condemnation proceeds or awards, the Mortgagor shall not be required to restore the Mortgaged Property as aforesaid unless the Lender shall apply any net proceeds or awards from the condemnation and held by Lender, as provided in Paragraph 1.07, toward restoring the damaged improvements.

1.09 Further Assurances; After-Acquired Property.

- (a) At any time, and from time to time, upon request by the Lender, the Mortgagor, at Mortgagor's expense, will make, execute and deliver or cause to be made, executed and delivered to the Lender and, where appropriate, to cause to be recorded and/or filed and from time to time thereafter to be re-recorded and/or refiled at such time and in such offices and places as shall be deemed desirable by the Lender any and all such other and further mortgages, instruments of further assurance, certificates and other documents as may, in the opinion of the Lender, be necessary or desirable in order to effectuate, complete, or perfect, or to continue and preserve the obligation of the Mortgagor under this Mortgage, and the priority of this Mortgage as a first and prior lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by the Mortgagor. Upon any failure by the Mortgagor so to do, the Lender may make, execute, and record any and all such mortgages, instruments, certificates, and documents for and in the name of the Mortgagor, and the Mortgagor hereby irrevocably appoints the Lender the agent and attorney-in-fact of the Mortgagor so to do. The lien and rights hereunder automatically will attach, without further act, to all after-acquired property (except consumer goods, other than accessions, not acquired within ten (10) days after the Lender has given value under the Note) attached to and/or used in the operation of the Mortgaged Property or any part thereof.
- (b) Without limitation to the generality of the other provisions of this Mortgage, including subparagraph (a) of this Paragraph 1.09, it hereby expressly is covenanted, agreed and acknowledged that the lien and rights hereunder automatically will attach to any further, greater, additional, or different estate, rights, titles or interests in or to any of the Mortgaged Property at any time acquired by the

Mortgagor by whatsoever means, including that in the event the Mortgagor is the owner of an estate or interest in the Mortgaged Property or any part thereof (such as, for example, as the lessee or tenant) other than as the fee simple owner thereof, and prior to the satisfaction of record of this Mortgage the Mortgagor obtains or otherwise acquires such fee simple or other estate, then such further, greater, additional, or different estate in the Mortgaged Property, or a part thereof, shall automatically, and without any further action or filing or recording on the part of the Mortgagor or the Lender or any other person or entity, be and become subject to this Mortgage and the lien hereof. In consideration of Lender's making the Loan as aforesaid, and to secure the Loan, the Other Indebtedness and obligations set forth above, Mortgagor hereby grants, bargains, sells and conveys to Lender, on the same terms as set forth in this Mortgage and intended to be a part hereof, all such after-acquired property and estates.

1.10 Additional Security. Intentionally deleted.

1.11 Leases and Agreements Affecting Mortgaged Property. The Mortgagor shall comply with and observe its obligations as (a) a landlord or tenant under all leases, and (b) agreements or contracts affecting the Mortgaged Property or any part thereof. If requested by Lender, Mortgagor shall furnish Lender with executed copies of all leases and agreements now or hereafter existing on the Mortgaged Property; and all leases and agreements now or hereafter entered into will be in form and substance subject to the approval of Lender. Mortgagor shall not accept payment of rent more than one (1) month in advance without the express written consent of Lender. If requested by the Lender, the Mortgagor shall execute and deliver to Lender, as additional security, such other documents as may be requested by Lender to evidence further the assignment to Lender hereunder, and to assign any and all such leases and agreements whether now existing or hereafter created, including, without limitation, all rents, royalties, issues and profits of the Mortgaged Property from time to time accruing. The Mortgagor shall not cancel, surrender or modify any lease or agreement affecting the Mortgaged Property or any part thereof without the written consent of the Lender, which shall not be unreasonably withheld.

1.12 Expenses. The Mortgagor shall pay or reimburse the Lender for all reasonable attorneys' fees, costs and expenses incurred by the Lender in connection with the collection of the indebtedness secured hereby or the enforcement of any rights or remedies provided for in this Mortgage, in any of the other Loan Documents or the Other Indebtedness Instruments, or as may otherwise be provided by law, or incurred by Lender in any proceeding involving the estate of a decedent or an insolvent, or in any action, proceeding or dispute of any kind in which the Lender is made a party, or appears as party plaintiff or defendant, affecting this Mortgage, the Note, any of the other Loan Documents, any of the Other Indebtedness Instruments, Mortgagor or the Mortgaged Property, including but not limited to the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property, any environmental condition of or affecting the Mortgaged Property, or any action to protect the security hereof; and any such amounts paid or incurred by the Lender shall be added to the indebtedness secured hereby and shall be further secured by this Mortgage.

1.13 Performance by Lender of Defaults by Mortgagor. If the Mortgagor shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Mortgaged Property, or otherwise described in Paragraphs 1.04 and 1.05 hereof; in the payment of any utility charge, whether public or private; in the payment of insurance premiums; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; or in the performance or observance of any other covenant, condition or term of this Mortgage, of the Note, of any of the other Loan Documents, or of any of the Other Indebtedness Instruments, then the Lender, at its option, may perform or observe the same: and all payments made for costs or expenses incurred by the Lender in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by the Mortgagor to the Lender with interest thereon calculated in the manner set forth in the Note, and at the default interest rate specified in the Note, or, if no default interest rate is specified, then at the rate set forth in the Note, plus two percentage points (2%); provided, however, that if such rate is in excess of the maximum rate permitted by applicable law, then the rate payable hereunder shall be such maximum legal rate. The Lender shall be the sole judge of the legality, validity and priority of any such tax, lien, assessment, charge, claim and premium, of the necessity for any such actions and of the amount necessary to be paid in satisfaction thereof. The Lender hereby is empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Mortgagor or any person in possession holding under the Mortgagor for trespass or otherwise.

1.14 Books and Records. The Mortgagor shall keep and maintain at all times full, true and accurate books of accounts and records, adequate to reflect correctly the results of the operation of the Mortgaged Property. Upon request of the Lender, the Mortgagor shall furnish to the Lender (i) within ninety (90) days after the end of the Mortgagor's fiscal year a balance sheet and a statement of income and expenses, both in reasonable detail and form satisfactory to Lender and certified by a Certified Public Accountant, and (ii) within ten (10) days after request therefor from Lender, a rent schedule of the Mortgaged Property, certified by the Mortgagor, showing the name of each tenant, and for each tenant, the space occupied, the lease expiration date and the rent paid.

1.15 Estoppel Affidavits. The Mortgagor within ten (10) days after written request from the Lender shall furnish a written statement, duly acknowledged, setting forth the unpaid principal of and interest on the Loan and Other Indebtedness and whether or not any offsets or defenses exist against any principal and interest.

1.16 Alienation or Sale of Mortgaged Property. The Mortgagor shall not sell, assign, mortgage, encumber, grant a security interest in or otherwise convey all or any part of the Mortgaged Property without obtaining the express written consent of the Lender and payment of the Release Price required in the Loan Agreement, if any. If Mortgagor should sell, assign, mortgage, encumber, grant a security interest in or convey all, or any part, of the Mortgaged Property without such consent by Lender, then, in such event, the entire balance of the indebtedness (including the Loan and all Other Indebtedness) secured by this Mortgage and all interest accrued thereon (or such parts as Lender may elect) shall without notice become due and payable forthwith at the option of the Lender.

1.17 Environmental and Compliance Matters. Mortgagor represents, warrants and covenants as follows:

- (a) To the best of Mortgagor's knowledge no Hazardous Materials (hereinafter defined) have been, are, or will be, while any part of the indebtedness secured by this Mortgage remains unpaid, contained in, treated, stored, handled, generated, located on, discharged from, or disposed of on, or constitute a part of, the Mortgaged Property in any illegal or improper manner. As used herein, the term "**Hazardous Materials**" includes, without limitation, any asbestos, urea formaldehyde foam insulation, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or unrelated substances or materials defined, regulated, controlled, limited or prohibited in the Comprehensive Environmental Response Compensation and Liability Act of 1980 ("**CERCLA**") (42 U.S.C. Sections 9601, *et seq.*), the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801, *et seq.*), the Resource Conservation and Recovery Act ("**RCRA**") (42 U.S.C. Sections 6901, *et seq.*), the Clean Water Act (33 U.S.C. Sections 1251, *et seq.*), the Clean Air Act (42 U.S.C. Sections 7401, *et seq.*), the Toxic Substances Control Act (15 U.S.C. Sections 2601, *et seq.*), each such Act as amended from time to time, and in the rules and regulations adopted and publications promulgated pursuant thereto, and in the rules and regulations of the Occupational Safety and Health Administration ("**OSHA**") pertaining to occupational exposure to asbestos, as amended from time to time, or in any other federal, state or local environmental law, ordinance, rule, or regulation now or hereafter in effect;
- (b) To the best of Mortgagor's knowledge no underground storage tanks, whether in use or not in use, are located in, on or under any part of the Mortgaged Property.
- (c) To the best of Mortgagor's knowledge all of the Mortgaged Property complies and will comply in all respects with applicable environmental laws, rules, regulations, and court or administrative orders;
- (d) There are no pending claims or threats of claims by private or governmental or administrative authorities relating to environmental impairment, conditions, or regulatory requirements with respect to the Mortgaged Property;
- (e) The Mortgagor promptly shall comply with all present and future laws, ordinances, rules, regulations, orders and decrees of any governmental authority affecting the Mortgaged Property or any part thereof. Without limiting the foregoing, the Mortgagor represents and covenants that, to the best of Mortgagor's knowledge, the Mortgaged Property is in present compliance with, and in

the future shall comply with, as applicable, the Americans With Disabilities Act of 1990, (“**ADA**”) (42 U.S.C. Sections 12101, *et seq.*) and the Rehabilitation Act of 1973 (“**Rehabilitation Act**”) (29 U.S.C. Sections 749, *et seq.*), each such Act as amended from time to time, and in the rules and regulations adopted and publications promulgated pursuant thereto.

- (f) Mortgagor shall give immediate oral and written notice to Lender of its receipt of any notice of a violation of any law, rule or regulation covered by this Paragraph 1.17, or of any notice of other claim relating to the environmental or physical condition of the Mortgaged Property, or of its discovery of any matter which would make the representations, warranties and/or covenants herein to be inaccurate or misleading in any respect.

Mortgagor agrees to and does hereby indemnify and hold Lender harmless from all loss, cost, damage, claim and expense incurred by Lender on account of (i) the violation of any representation or warranty set forth in this Paragraph 1.17, (ii) Mortgagor's failure to perform any obligations of this Paragraph 1.17, (iii) Mortgagor's or the Mortgaged Property's failure to fully comply with all environmental laws, rules and regulations, with all occupational health and safety laws, rules and regulations, with the ADA or the Rehabilitation Act, as applicable, or (iv) any other matter related to environmental or physical conditions on, under or affecting the Mortgaged Property. This indemnification shall survive the closing of the Loan, payment of the Loan, the exercise of any right or remedy under any Loan Document, and any subsequent sale or transfer of the Mortgaged Property, and all similar or related events or occurrences. However, this indemnification shall not apply to any new Hazardous Materials first stored, generated or placed on the Mortgaged Property after the acquisition of title to the Mortgaged Property by Lender through foreclosure or deed in lieu of foreclosure or purchase from a third party after the Loan has been paid in full.

1.18 Inspection Rights and Easements. In addition to other inspection rights of Lender, the Mortgagor shall and hereby does grant and convey to the Lender, its agents, representatives, contractors, and employees, to be exercised by Lender following an Event of Default hereunder or under any of the other Loan Documents, an easement and license to enter on the Mortgaged Property at any time and from time to time for the purpose of making such audits, tests, inspections, and examinations, including, without limitation, inspection of buildings and improvements, subsurface exploration and testing and groundwater testing (herein “**Inspections**”), as the Lender, in its sole discretion, deems necessary, convenient, or proper to determine the condition and use of the Mortgaged Property, to make an inventory of the Mortgaged Property, and to determine whether the ownership, use and operation of the Mortgaged Property are in compliance with all federal, state, and local laws, ordinances, rules, and regulations, including, without limitation, environmental laws, health and public accommodation laws, the ADA and the Rehabilitation Act, as applicable, and ordinances, rules and regulations relating thereto. Notwithstanding the grant of the above easement and license to the Lender, the Lender shall have no obligation to perform any such Inspections, or to take any remedial action. All the costs and expenses incurred by the Lender with respect to any Inspections which the Lender may conduct or take pursuant to this Paragraph 1.18, including, without limitation, the fees of any engineers, laboratories, and contractors, shall be repaid by the Mortgagor, with interest, and shall be secured by this Mortgage and the other Loan Documents. Notwithstanding the foregoing, Lender's release of any Mortgaged Property from the lien of this Mortgage, shall operate to terminate the rights granted in this Section 1.18.

ARTICLE II ASSIGNMENT OF RENTS AND LEASES

2.01 Assignment. Mortgagor, in consideration of Lender's making the Loan as aforesaid and for other good and valuable consideration, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals, modifications and refinancings of same, and any charges herein incurred by Lender on account of Mortgagor, including but not limited to attorneys' fees, and any and all Other Indebtedness, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note, in the other Loan Documents, and in the Other Indebtedness Instruments, does hereby sell, assign and transfer unto the Lender all leases, subleases and lease guaranties of or relating to all or part of the Mortgaged Property, whether now existing or hereafter created or arising, including without limitation those certain leases, if any, specifically described on an exhibit to this Mortgage, and all the rents, issues and profits now due and which may hereafter become due under or by virtue of any such lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the Mortgaged Property or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by the Lender under the powers herein granted, it being the intention of the

parties to hereby establish an absolute transfer and assignment of all the said leases, subleases, lease guaranties and agreements, and all the avails thereof, to the Lender, and the Mortgagor does hereby appoint irrevocably the Lender its true and lawful attorney in its name and stead (with or without taking possession of the aforesaid Mortgaged Property as hereinafter provided), to rent, lease or let all or any portion of the Mortgaged Property to any party or parties at such rental and upon such term, in its discretion as it may determine, and to collect all of said avails, rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases, subleases, lease guaranties and agreements, written or verbal, or other tenancy existing or which may hereafter exist on the Mortgaged Property, with the same rights and powers and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as the Lender would have upon taking possession of the Mortgaged Property pursuant to the provisions hereinafter set forth.

2.02 Prepayment of Rent. The Mortgagor represents and agrees that no rent has been or will be paid by any person in possession of any portion of the Mortgaged Property for more than one installment in advance and that the payment of none of the rents to accrue for any portion of said Mortgaged Property has been or will be waived, released, reduced, or discounted, or otherwise discharged or compromised by the Mortgagor. The Mortgagor waives any right of setoff against any person in possession of any portion of the Mortgaged Property. The Mortgagor agrees that it will not assign any of the rents or profits except to the purchaser or grantee of the Mortgaged Property.

2.03 Not Mortgagee in Possession; No Liability. Nothing herein contained shall be construed as constituting the Lender as "mortgagee in possession" in the absence of the taking of actual possession of the Mortgaged Property by the Lender pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted the Lender, no liability shall be asserted or enforced against the Lender, all such liability being expressly waived and released by the Mortgagor.

2.04 Present Assignment. It is the intention of the parties that this assignment of rents and leases shall be a present assignment; however, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Mortgagor shall have the right to collect the rents so long as there exists no Event of Default under this Mortgage, and provided further, that Mortgagor's right to collect such rents shall terminate and cease automatically upon the occurrence of any such Event of Default without the necessity of any notice or other action whatsoever by Lender.

2.05 No Obligation of Lender Under Leases. The Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases, subleases or rental agreements relating to the Mortgaged Property, and the Mortgagor shall and does hereby agree to indemnify and hold the Lender harmless of and from any and all liability, loss or damage which it may or might incur under any leases, subleases or agreements or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said leases, subleases or agreements. Should the Lender incur any such liability, loss or damage, under said leases or under or by reason of the assignment thereof, or in the defense of any claims or demands asserted against the Lender in connection with any one or more of said leases, subleases or agreements, the Mortgagor agrees to reimburse the Lender for the amount thereof, including costs, expenses and reasonable attorneys' fees immediately upon demand, and until the same are fully reimbursed by the Mortgagor, all such costs, expenses and attorneys' fees shall be secured by the assignment hereunder and by this Mortgage.

2.06 Instruction to Lessees. The Mortgagor does further specifically authorize and instruct each and every present and future lessee, tenant, sublessee or subtenant of the whole or any part of the Mortgaged Property to pay all unpaid rental agreed upon in any lease, sublease or tenancy to the Lender upon receipt of demand from said Lender to pay the same.

2.07 Default (Assignment). Upon the occurrence of any Event of Default, as described in Paragraph 4.01 of this Mortgage, then, in addition to the right to demand and collect directly from tenants rents accruing from leases of the Mortgaged Property, Lender shall have all rights and remedies set forth in Article IV or elsewhere in this Mortgage.

ARTICLE III SECURITY AGREEMENT

A3332361

3.01 Grant of Security Interest. Mortgagor (the "debtor" for purposes of the Uniform Commercial Code), in consideration of Lender's (the "secured party" for purposes of the Uniform Commercial Code) making the Loan as aforesaid and for other good and valuable consideration, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals, modifications and refinancings of same, and any charges herein incurred by Lender on account of Mortgagor, including but not limited to attorneys' fees, and any and all Other Indebtedness, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note, in the other Loan Documents, and in the Other Indebtedness Instruments, does hereby assign and grant to Lender title to and a security interest in such portions of the Mortgaged Property the security interest in and disposition of which is governed by the Uniform Commercial Code (the "**Collateral**").

3.02 Definitions. All terms used herein which are defined in the Florida Uniform Commercial Code (the "**Uniform Commercial Code**") shall have the same meaning herein as in the Uniform Commercial Code unless otherwise indicated herein.

3.03 Financing Statements. No financing statement covering any Collateral or any proceeds thereof is on file in any public office, except for financing statements specifically set forth on an addendum attached hereto, if any, and except for the financing statements executed by Mortgagor and Lender. At the Lender's request, the Mortgagor will join with Lender in executing one or more financing statements pursuant to the Uniform Commercial Code in form satisfactory to the Lender, and will pay the cost of filing the same in all public offices wherever filing is deemed by the Lender to be necessary or desirable. The Mortgagor authorizes the Lender to prepare and to file financing statements covering the Collateral signed only by the Lender and to sign the Mortgagor's signature to such financing statements in jurisdictions where Mortgagor's signature is required. The Mortgagor promises to pay to the Lender the fees incurred in filing the financing statements, including but not limited to mortgage recording taxes payable in connection with filings on fixtures, which fees shall become part of the indebtedness secured hereby.

3.04 Representations of Mortgagor (Collateral). With respect to all of the Collateral, Mortgagor represents and warrants that:

- (a) The Collateral is used or bought primarily for business purposes;
- (b) If the Loan is a construction loan, the Collateral is being acquired and/or installed with the proceeds of the Note, which Lender may disburse directly to the Mortgagor, seller, contractor, or subcontractor;
- (c) All the Collateral will be kept at the real property described in **Exhibit A** hereto. Mortgagor promptly shall notify Lender of any change in the location of the Collateral. Except for transactions in the ordinary course of Mortgagor's business, Mortgagor, its agents or employees, will not remove the Collateral from said location without the prior written consent of the Lender;
- (d) If certificates of title are issued or outstanding with respect to any of the Collateral, the Mortgagor shall cause the Lender's interest to be properly noted thereon; and
- (e) Mortgagor's name has always been as set forth on the first page of this Mortgage, except as otherwise disclosed in writing to the Lender. Mortgagor promptly shall advise the Lender in writing of any change in Mortgagor's name.

3.05 Assignment of Liabilities. If at any time or times by sale, assignment, negotiation, pledge, or otherwise, Lender transfers any or all of the indebtedness or instruments secured hereby, such transfer shall, unless otherwise specified in writing, carry with it Lender's rights and remedies hereunder with respect to such indebtedness or instruments transferred, and the transferee shall become vested with such rights and remedies whether or not they are specifically referred to in the transfer. If and to the extent Lender retains any of such indebtedness or instruments, Lender shall continue to have the rights and remedies herein set forth with respect thereto.

3.06 No Obligation of Lender Under Assigned Contracts. The Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any contracts or agreements relating to the Mortgaged Property, and the Mortgagor shall and does hereby agree to indemnify and

hold the Lender harmless of and from any and all liability, loss or damage which it may or might incur under any such contracts or agreements or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in said contracts or agreements. Should the Lender incur any such liability, loss or damage, under said contracts or agreements or under or by reason of the assignment thereof, or in the defense of any claims or demands asserted against the Lender in connection with any one or more of said contracts or agreements, the Mortgagor agrees to reimburse the Lender for the amount thereof, including costs, expenses and reasonable attorneys' fees immediately upon demand, and until the same are fully reimbursed by the Mortgagor, all such costs, expenses and attorneys' fees shall be secured by the assignment hereunder and by this Mortgage.

3.07 Default (Security Agreement). Upon the occurrence of any Event of Default, as described in Paragraph 4.01 of this Mortgage, the Lender shall have all rights and remedies set forth in Article IV or elsewhere in this Mortgage.

ARTICLE IV EVENTS OF DEFAULT AND REMEDIES

4.01 Event of Default. The term "Event of Default," wherever used in this Mortgage, shall mean the occurrence or existence of any one or more of the following events or circumstances:

- (a) Failure by the Mortgagor to pay as and when due and payable any installment of principal, interest or escrow deposit, or other charge payable under the Note, this Mortgage or under any other Loan Document; or
- (b) Failure by the Mortgagor to duly observe any other covenant, condition or agreement of this Mortgage, of the Note, of any of the other Loan Documents, or of any of the Other Indebtedness Instruments, and the continuance of such failure after the expiration of any cure or grace period (if any); or
- (c) The filing by the Mortgagor, or any guarantor of any indebtedness secured hereby or of any of Mortgagor's obligations hereunder, of a voluntary petition in bankruptcy or the Mortgagor's, Mortgagor's, or any such guarantor's adjudication as a bankrupt or insolvent, or the filing by the Mortgagor, or any such guarantor of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the Mortgagor's or any such guarantor's seeking or consenting to or acquiescence in the appointment of any trustee, receiver or liquidator of the Mortgagor, or any such guarantor or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, or of any interest or estate therein, or the making of any general assignment for the benefit of creditors or the admission in writing of its inability to pay its debts generally as they become due; or
- (d) The entry by a court of competent jurisdiction or any order, judgment, or decree approving a petition filed against the Mortgagor, or any guarantor of any of the indebtedness secured hereby or of any obligations hereunder, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of ninety (90) days (whether or not consecutive) from the date of entry thereof, or the appointment of any trustee, receiver or liquidator of the Mortgagor, or any such guarantor or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, or of any interest or estate therein, without the consent or acquiescence of the Mortgagor, and/or any such guarantor which appointment shall remain unvacated and unstayed for an aggregate of ninety (90) days (whether or not consecutive); or

- (e) The filing or enforcement of any other mortgage, lien or encumbrance on the Mortgaged Property or any part thereof, or of any interest or estate therein, not released within ninety (90) days from filing; or
- (f) If any portion of the Mortgaged Property is a leasehold estate, the occurrence of a default under such lease or other instrument creating the estate.

4.02 Acceleration of Maturity. If an Event of Default shall have occurred, then the entire balance of the indebtedness (including but not limited to the Loan and the Other Indebtedness) secured hereby (or such parts as Lender may elect) with interest accrued thereon (or such parts as Lender may elect) shall, at the option of the Lender, become due and payable without notice or demand, time being of the essence. Any omission on the part of the Lender to exercise such option when entitled to do so shall not be considered as a waiver of such right.

4.03 Right of Lender to Enter and Take Possession.

- (a) If an Event of Default shall have occurred and be continuing, the Mortgagor, upon demand of the Lender, shall forthwith surrender to the Lender the actual possession of the Mortgaged Property, and if and to the extent permitted by law, the Lender or its agents may enter and take and maintain possession of all the Mortgaged Property, together with all the documents, books, records, papers and accounts of the Mortgagor or then owner of the Mortgaged Property relating thereto, and may exclude the Mortgagor and its agents and employees wholly therefrom.
- (b) Upon every such entering upon or taking of possession, the Lender, as attorney-in-fact or agent of the Mortgagor, or in its own name as mortgagee and under the powers herein granted, may hold, store, use, operate, manage and control the Mortgaged Property (or any portion thereof selected by Lender) and conduct the business thereof either personally or by its agents, and, from time to time (i) make all necessary and proper maintenance, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Mortgaged Property (or any portion thereof selected by Lender) insured; (iii) manage and operate the Mortgaged Property (or any portion thereof selected by Lender) and exercise all the rights and powers of the Mortgagor in its name or otherwise, with respect to the same, including legal actions for the recovery of rent, legal dispossessory actions against tenants holding over and legal actions in distress of rent, and with full power and authority to cancel or terminate any lease or sublease for any cause or on any ground which would entitle the Mortgagor to cancel the same, and to elect to disaffirm any lease or sublease made subsequent to this Mortgage or subordinated to the lien hereof; (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted the Lender, all as the Lender from time to time may determine to be to its best advantage; and the Lender may collect and receive all the income, revenues, rents, issues and profits of the Mortgaged Property (or any portion thereof selected by Lender), including those past due as well as those accruing thereafter, and, after deducting (aa) all expenses of taking, holding, managing, and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes), (bb) the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements and purchases and acquisitions, (cc) the cost of such insurance, (dd) such taxes, assessments and other charges prior to this Mortgage as the Lender may determine to pay, (ee) other proper charges upon the Mortgaged Property or any part thereof, and (ff) the reasonable compensation, expenses and disbursements of the attorneys and agents of the Lender, Lender shall apply the remainder of the moneys so received by the Lender, first to the payment of accrued interest under the Note; second to the payment of tax deposits required in Paragraph 1.04; third to the payment of any other sums required to be paid by Mortgagor under this Mortgage or under the other Loan Documents; fourth to the payment of overdue installments of principal on the Note; fifth to the payment of any sums due under Other Indebtedness Instruments, whether principal, interest or otherwise; and the balance, if any, as otherwise required by law.
- (c) Whenever all such Events of Default have been cured and satisfied, the Lender may, at its option, surrender possession of the Mortgaged Property to the Mortgagor, or to whomsoever shall be

entitled to possession of the Mortgaged Property as a matter of law. The same right of taking possession, however, shall exist if any subsequent Event of Default shall occur and be continuing.

4.04 Receiver.

- (a) If an Event of Default shall have occurred and be continuing, the Lender, upon application to a court of competent jurisdiction, shall be entitled, without notice and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Mortgaged Property and to collect the rents, profits, issues, royalties and revenues thereof.
- (b) The Mortgagor shall pay to the Lender upon demand all costs and expenses, including receiver's fees, attorneys' fees, costs and agent's compensation, incurred pursuant to the provisions contained in this Paragraph 4.04; and all such expenses shall be secured by this Mortgage.

4.05 Lender's Power of Enforcement. If an Event of Default shall have occurred and be continuing, the Lender may, either with or without entry or taking possession as hereinabove provided or otherwise, proceed by suit or suits at law or in equity or any other appropriate proceeding or remedy (a) to enforce payment of the Loan; (b) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property, as provided by law; (c) to enforce or exercise any right under any Other Indebtedness Instrument; and (d) to pursue any other remedy available to Lender, all as the Lender may elect.

4.06 Rights of a Secured Party. Upon the occurrence of an Event of Default, the Lender, in addition to any and all remedies it may have or exercise under this Mortgage, the Note, the Loan Agreement, any of the other Loan Documents, the Other Indebtedness Instruments or under applicable law, may immediately and without demand exercise any and all of the rights of a secured party upon default under the Uniform Commercial Code, all of which shall be cumulative. Such rights shall include, without limitation:

- (a) The right to take possession of the Collateral without judicial process and to enter upon any premises where the Collateral may be located for the purposes of taking possession of, securing, removing, and/or disposing of the Collateral without interference from Mortgagor and without any liability for rent, storage, utilities or other sums;
- (b) The right to sell, lease, or otherwise dispose of any or all of the Collateral, whether in its then condition or after further processing or preparation, at public or private sale; and unless the Collateral is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Lender shall give to Mortgagor at least ten (10) days' prior notice of the time and place of any public sale of the Collateral or of the time after which any private sale or other intended disposition of the Collateral is to be made, all of which Mortgagor agrees shall be reasonable notice of any sale or disposition of the Collateral;
- (c) The right to require Mortgagor, upon request of Lender, to assemble and make the Collateral available to Lender at a place reasonably convenient to Mortgagor and Lender; and
- (d) The right to notify account debtors, and demand and receive payment therefrom.

To effectuate the rights and remedies of Lender upon default, Mortgagor does hereby irrevocably appoint Lender attorney-in-fact for Mortgagor, with full power of substitution to sign, execute, and deliver any and all instruments and documents and do all acts and things to the same extent as Mortgagor could do, and to sell, assign, and transfer any collateral to Lender or any other party.

4.07 Application of Foreclosure or Sale Proceeds. The proceeds of any foreclosure sale pursuant to Paragraph 4.05, or any sale pursuant to Paragraph 4.06, shall be applied as follows:

- (a) First, to the costs and expenses of (i) retaking, holding, storing and processing the Collateral and preparing the Collateral or the Mortgaged Property (as the case may be) for sale, and (ii) making the

sale, including a reasonable attorneys' fee for such services as may be necessary in the collection of the indebtedness secured by this Mortgage or the foreclosure of this Mortgage;

- (b) Second, to the repayment of any money, with interest thereon to the date of sale at the applicable rate or rates specified in the Note, this Mortgage, the other Loan Documents or the Other Indebtedness Instruments, as applicable, which Lender may have paid, or become liable to pay, or which it may then be necessary to pay for taxes, insurance, assessments or other charges, liens, or debts as hereinabove provided, and as may be provided in the Note or the other Loan Documents, such repayment to be applied in the manner determined by Lender;
- (c) Third, to the payment of the indebtedness (including but not limited to the Loan and the Other Indebtedness) secured hereby, with interest to date of sale at the applicable rate or rates specified in the Note, this Mortgage, the other Loan Documents or the Other Indebtedness Instruments, as applicable, whether or not all of such indebtedness is then due;
- (d) Fourth, the balance, if any, shall be paid as provided by law.

4.08 Lender's Option on Foreclosure. At the option of the Lender, this Mortgage may be foreclosed as provided by law or in equity, in which event a reasonable attorneys' fee shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale. In the event Lender exercises its option to foreclose this Mortgage in equity, Lender may, at its option, foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property, and the failure to make any such tenant parties defendants to any such foreclosure proceeding and to foreclose their rights will not be, nor be asserted to be by the Mortgagor, a defense to any proceedings instituted by the Lender to collect the sums secured hereby, or to collect any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

4.09 Waiver of Exemption. Mortgagor waives all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Mortgage, and Mortgagor waives the benefit of any statute regulating the obtaining of a deficiency judgment or requiring that the value of the Mortgaged Property be set off against any part of the indebtedness secured hereby.

4.10 Suits to Protect the Mortgaged Property. The Lender shall have power (a) to institute and maintain such suits and proceedings as it may deem expedient to prevent any impairment of the Mortgaged Property by any acts which may be unlawful or in violation of this Mortgage; (b) to preserve or protect its interest in the Mortgaged Property and in the income, revenues, rents and profits arising therefrom; and (c) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that may be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of the Lender.

4.11 Default in Payment; Application of Moneys by Lender. If default shall occur in the payment of any amount due under this Mortgage, or under the Note, any of the other Loan Documents or any of the Other Indebtedness Instruments, or if any other Event of Default shall occur under this Mortgage, then, upon demand of the Lender, the Mortgagor shall pay to the Lender the whole amount due and payable under the Note and under all Other Indebtedness Instruments; and in case the Mortgagor shall fail to pay the same forthwith upon such demand, the Lender shall be entitled to sue for and to recover judgment against Mortgagor for the whole amount so due and unpaid together with costs, which shall include the reasonable compensation, expenses and disbursements of the Lender's agents and attorneys.

4.12 Delay or Omission No Waiver. No delay or omission of the Lender or of any holder of the Note to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to be a waiver of any such Event of Default, or acquiescence therein; and every right, power and remedy given by the Note, this Mortgage, any of the other Loan Documents, or the Other Indebtedness Instruments to the Lender may be exercised from time to time and as often as may be deemed expedient by the Lender.

4.13 No Waiver of One Default to Affect Another. No waiver of any hereunder, under any of the other Loan Documents, or under any of the Other Indebtedness Instruments shall extend to or shall affect any subsequent or any

other than existing default or shall impair any rights, powers or remedies consequent thereon. If the Lender (a) grants forbearance or an extension of time for the payment of any indebtedness secured hereby; (b) takes other or additional security for the payment thereof; (c) waives or does not exercise any right granted herein, in the Note, in any of the other Loan Documents, or in any of the Other Indebtedness Instruments; (d) releases any part of the Mortgaged Property from this Mortgage or otherwise changes any of the terms of this Mortgage, the Note, any of the other Loan Documents or the Other Indebtedness Instruments; (e) consents to the filing of any map, plat, or replat of or consents to the granting of any easement on, all or any part of the Mortgaged Property; or (f) makes or consents to any agreement subordinating the priority of this Mortgage, any such act or omission shall not release, discharge, modify, change, or affect the original liability under this Mortgage, the Note, the other Loan Documents, or the Other Indebtedness Instruments of the Mortgagor or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor; nor shall any such act or omission preclude the Lender from exercising any right, power or privilege herein granted or intended to be granted in the event of any other Event of Default then made or of any subsequent Event of Default, nor, except as otherwise expressly provided in an instrument or instruments executed by the Lender shall the provisions of this Mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property, the Lender, without notice to any person, corporation or other entity (except notice shall be given to Mortgagor so long as Mortgagor remains liable under the Note, this Mortgage or any of the other Loan Documents) hereby is authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the indebtedness secured hereby, or with reference to any of the terms or conditions hereof, or of the other Loan Documents, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder.

4.14 Discontinuance of Proceedings Position of Parties Restored. In case the Lender shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely to the Lender, then and in every such case the Mortgagor and the Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Lender shall continue as if no such proceeding had been taken.

4.15 Remedies Cumulative. No right, power, or remedy conferred upon or reserved to the Lender by this Mortgage is intended to be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder, or under the Note, any of the other Loan Documents, the Other Indebtedness Instruments or now or hereafter existing at law or in equity or by statute.

4.16 Notice of Defaults Under the Loan Documents and Other Credit Arrangements. Mortgagor shall give prompt notice to Lender of any defaults by Mortgagor under this Mortgage or any of the other Loan Documents, and of any notice of default received by Mortgagor under any other credit arrangement of Mortgagor.

ARTICLE V MISCELLANEOUS

5.01 Binding Effect. Wherever in this Mortgage one of the parties hereto is named or referred to, the heirs, administrators, executors, successors, assigns, distributees, and legal and personal representatives of such party shall be included, and all covenants and agreements contained in this Mortgage by or on behalf of the Mortgagor or by or on behalf of Lender shall bind and inure to the benefit of their respective heirs, administrators, executors, successors, assigns, distributees, and legal and personal representatives, whether so expressed or not. Notwithstanding the foregoing, the Mortgagor shall not be entitled to assign any of its rights, titles, and interests hereunder, or to delegate any of its obligations, liabilities, duties, or responsibilities hereunder, and will not permit any such assignment or delegation to occur (voluntarily or involuntarily, or directly or indirectly), without the prior written consent of the Lender.

5.02 Headings. The headings of the articles, sections, paragraphs and subdivisions of this Mortgage are for convenience of reference only, are not to be considered a part hereof, and shall not limit or otherwise affect any of the terms hereof. "Herein," "hereby," "hereunder," "hereof," and other equivalent words or phrases refer to this Mortgage and not solely to the particular portion thereof in which any such word or phrase is used, unless otherwise clearly indicated by the context.

5.03 Gender; Number. Whenever the context so requires, the masculine includes the feminine and neuter, the singular includes the plural, and the plural includes the singular.

5.04 Invalid Provisions to Affect No Others. In case any one or more of the covenants, agreements, terms or provisions contained in this Mortgage, in the Note, in any of the other Loan Documents, or in the Other Indebtedness Instruments shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein, and in the Note, in the other Loan Documents and in the Other Indebtedness Instruments shall be in no way affected, prejudiced or disturbed thereby.

5.05 Loan Documents. Wherever reference is made herein to this Mortgage, the Note, the Loan Documents, or the Other Indebtedness Instruments, such reference shall include all renewals, extensions, modifications and refinancings thereof.

5.06 Conflict in Loan Documents. In the event of conflict in the terms of any provision in this Mortgage, the Note, any of the other Loan Documents, or the Other Indebtedness Instruments, the terms of the provision most favorable to the Lender shall apply.

5.07 Instrument Under Seal. This Mortgage is given under the seal of all parties hereto, and it is intended that this Mortgage is and shall constitute and have the effect of a sealed instrument according to law.

5.08 Addresses and Other Information. The following information is provided in order that this Mortgage shall comply with the requirements of the Uniform Commercial Code, as enacted in the State of Florida, for instruments to be filed as financing statements and with other requirements of applicable law:

MORTGAGOR:	Ashland Avenue, L.L.C., a Florida limited liability company 366 Fort Pickens Road Pensacola Beach, Florida 32561 Attn:
	Northern Gulf Nowak, L.L.C., a Florida limited liability company P. O. Box 12204 Pensacola, Florida 32591 Attn:
LENDER:	Trustmark National Bank 107 St. Francis St. Mobile, AL 36602 Attn: David Brown
<i>With a copy to:</i>	Charles F. James, IV, Esquire Clark Partington 125 E Intendencia Street, 4 th Floor Pensacola, Florida 32502

Any party may change said address by giving the other parties hereto notice of such change of address. Notice shall be deemed given three business days from the date of mailing by United States Postal Service as described above, or upon receipt by Mortgagor or a representative thereof, if sent by a courier service.

5.09 Applicable Law. This Mortgage shall be governed by the laws of the State of Florida.

5.10 ENTIRE AGREEMENT, WAIVER OF JURY TRIAL. It is understood and agreed that: **ANY CONTEMPORANEOUS OR PRIOR REPRESENTATIONS, STATEMENTS, UNDERSTANDINGS AND AGREEMENTS, ORAL OR WRITTEN, BETWEEN MORTGAGOR AND MORTGAGEE ARE MERGED INTO THIS MORTGAGE, WHICH ALONE FULLY AND COMPLETELY EXPRESSES THEIR AGREEMENT, AND THAT THE SAME IS ENTERED INTO AFTER FULL INVESTIGATION, NEITHER**

PARTY RELYING ON ANY STATEMENT OR REPRESENTATION MADE BY THE OTHER WHICH IS NOT EMBODIED IN THIS MORTGAGE. MORTGAGEE AND MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY. THIS PARAGRAPH IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE MAKING THE LOAN TO MORTGAGOR.

Notwithstanding anything to the contrary herein, Mortgagor shall have not obligation for payment of the indebtedness under the Note, or the obligations to Lender therein. This Mortgage is made as an express accommodation to Lender for the Loan.

(This space intentionally left blank. The Signature page to this mortgage immediately follows on the succeeding page.)

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed and effective as of the day and year first above written.

MORTGAGOR:

Signed, sealed and delivered in the presence of:

Print: Scott Bridgford

Print: Cristy Kutter

Ashland Avenue, L.L.C., a Florida limited liability company

By: Rickey Lee Evans

Print Name: Rickey Lee Evans

Title: Member

By: James D. Homyak

Print Name: James D. Homyak

Title: Member

Print: Scott Bridgford

Print: Cristy Kutter

Northern Gulf Nowak, L.L.C., a Florida limited liability company

By: Rickey Lee Evans

Print Name: Rickey Lee Evans

Title: Member

By: James D. Homyak

Print Name: James D. Homyak

Title: Member

STATE OF FLORIDA
COUNTY OF San Juan

The foregoing instrument was acknowledged before me this 27 day of December, 2018 by Rickey Lee Evans, whose name as member of Ashland Avenue, L.L.C., a Florida limited liability company, and Northern Gulf Nowak, L.L.C., a Florida limited liability company, who on behalf of said company () is personally known to me, or who (x) has produced drivers license as identification.

(NOTARIAL SEAL)

NOTARY PUBLIC

My Commission Expires: _____



Scott Bridgford
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG200188
Expires 5/28/2022

STATE OF FLORIDA
COUNTY OF San Juan

The foregoing instrument was acknowledged before me this 27 day of December, 2018 by James D. Homyak, whose name as member of Ashland Avenue, L.L.C., a Florida limited liability company, and Northern Gulf Nowak, L.L.C., a Florida limited liability company, who on behalf of said company () is personally known to me, or who (x) has produced drivers license as identification.

(NOTARIAL SEAL)

NOTARY PUBLIC

My Commission Expires: _____



Scott Bridgford
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG200188
Expires 5/28/2022

A3332361

EXHIBIT "A"

Parcel 1

A portion of Lots 4 and 13, Block 8 of the National Land Sales Company Plat of Section 12, Township 1 South, Range 31 West, as recorded in Deed Book 67 at Page 345 of the Public Records of Escambia County, Florida; more particularly described as follows:

Commence at a railroad spike at the intersection of the easterly extension of the South line of Lot 9, Block 1 of the National Land Sales Company Plat of Section 12, Township 1 South, Range 31 West, as recorded in Deed Book 67 at Page 345 of the Public Records of Escambia County, Florida, and the East line of said Section 12; thence proceed North 87 degrees 27 minutes 04 seconds West along said Easterly extension of the South line of said Lot 9 for a distance of 24.92 feet to the monumented Westerly right-of-way (R/W) line of Ashland Avenue (50' R/W); thence proceed South 03 degrees 10 minutes 12 seconds West along said Westerly R/W line for a distance of 1076.97 feet to the Point of Beginning; thence continue last course proceed South 03 degrees 10 minutes 12 seconds West along said Westerly R/W line for a distance of 79.60 feet; thence departing said Westerly right of way line proceed North 87 degrees 14 minutes 53 seconds West for a distance of 1284.55 feet to a point being on the Easterly R/W line of Stefani Road (25' R/W); thence proceed North 03 degrees 02 minutes 01 seconds East along said Easterly R/W line of Stefani Road for a distance of 164.36 feet to the Northerly line of the aforesaid Lot 4, Block 8; thence proceed South 87 degrees 18 minutes 15 seconds East along the Northerly lines of said Lots 4 and 13, Block 8 for a distance of 1176.91 feet; thence departing said Northerly line of Lot 13 proceed South 02 degrees 41 minutes 36 seconds West for a distance of 85.70 feet; thence proceed South 87 degrees 15 minutes 20 seconds East for a distance of 107.37 feet to the Point of Beginning.

Lying in and being a portion of Section 12, Township 1 South, Range 31 West, Escambia County, Florida.

AND

Parcel 2

COMMENCE AT A 1" IRON PIPE (UNNUMBERED) AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 02 DEGREES 39 MINUTES 05 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 16 FOR A DISTANCE OF 1321.69 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE DEPARTING SAID WEST LINE PROCEED SOUTH 87 DEGREES 09 MINUTES 38 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16 FOR A DISTANCE OF 33.00 FEET TO THE EAST RIGHT-OF-WAY LINE (R/W) OF NOWAK ROAD (66' R/W) FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST R/W LINE CONTINUE LAST COURSE PROCEED SOUTH 87 DEGREES 09 MINUTES 38 SECONDS EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 1286.16 FEET TO THE APPARENT WEST R/W LINE OF BOOKER STREET BY MAINTENANCE CLAIM (R/W WIDTH UNDETERMINED); THENCE DEPARTING SAID NORTH LINE PROCEED SOUTH 02 DEGREES 47 MINUTES 23 SECONDS WEST ALONG SAID WEST APPARENT R/W FOR A DISTANCE OF 30.44 FEET TO THE APPARENT SOUTH LINE OF BOOKER STREET BY MAINTENANCE CLAIM (R/W WIDTH UNDETERMINED); THENCE DEPARTING SAID APPARENT WEST R/W LINE PROCEED SOUTH 87 DEGREES 12 MINUTES 37 SECONDS EAST ALONG SAID SOUTH APPARENT R/W LINE FOR A DISTANCE OF 7.56 FEET TO THE EAST LINE OF THE AFORESAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE DEPARTING SAID SOUTH APPARENT R/W LINE PROCEED SOUTH 02 DEGREES 45 MINUTES 23 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE EAST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER

A3332361

OF THE SOUTHWEST QUARTER OF SAID SECTION 16 FOR A DISTANCE OF 1918.60 FEET TO THE NORTH R/W LINE OF UPLAND ROAD (66' R/W); THENCE DEPARTING SAID EAST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER PROCEED NORTH 87 DEGREES 10 MINUTES 54 SECONDS WEST ALONG SAID NORTH R/W LINE FOR A DISTANCE OF 935.22 FEET TO THE EAST LINE OF THAT PARCEL OF PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK (O.R.) 6736, AT PAGE (PG.) 530 OF THE PUBLIC RECORDS OF THE AFORESAID ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH R/W LINE, PROCEED NORTH 03 DEGREES 15 MINUTES 17 SECONDS EAST ALONG THE EAST LINE OF SAID O.R. 6736, PG. 530 FOR A DISTANCE OF 179.12 FEET TO A CAPPED IRON ROD (NUMBER LB 7110); THENCE PROCEED NORTH 66 DEGREES 46 MINUTES 47 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID O.R. 6736, PG. 530 FOR A DISTANCE OF 94.43 FEET TO A CAPPED IRON ROD (NUMBER LB 7110) AND A POINT ON A CIRCULAR CURVE BEING CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 76 DEGREES 01 MINUTES 15 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 61 DEGREES 12 MINUTES 25 SECONDS WEST, 61.58 FEET; THENCE PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY LINE OF O.R. 6736, PG. 530 FOR A DISTANCE OF 66.34 FEET TO A CAPPED IRON ROD (NUMBER LB 7110); THENCE DEPARTING SAID CIRCULAR CURVE, PROCEED SOUTH 09 DEGREES 12 MINUTES 48 SECONDS WEST ALONG THE WEST LINE OF SAID O.R. 6736, PG. 530 FOR A DISTANCE OF 180.88 FEET TO THE NORTH R/W LINE OF SAID UPLAND ROAD; THENCE PROCEED NORTH 87 DEGREES 10 MINUTES 54 SECONDS WEST ALONG SAID NORTH R/W LINE FOR A DISTANCE OF 195.18 FEET TO THE EAST R/W LINE OF THE AFORESAID NOWAK ROAD; THENCE DEPARTING SAID NORTH R/W LINE PROCEED NORTH 02 DEGREES 39 MINUTES 05 SECONDS EAST ALONG SAID EAST R/W LINE FOR A DISTANCE OF 1949.52 FEET TO THE AFORESAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16 AND THE POINT OF BEGINNING.

LYING IN AND BEING A PORTION OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

LESS AND EXCEPT PROPERTY CONTAINED IN FINAL PLAT OF GRAYSTONE ESTATES PHASE ONE, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 19, PAGE 46, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

RECORDATION REQUESTED BY:

Trustmark National Bank
AL/MS/FL Gulf Coast RRE
107 Francis St 28 Fl
Mobile, AL 36602

WHEN RECORDED MAIL TO:

Trustmark National Bank
Attn: Loan Operations
P. O. Box 1182
Jackson, MS 39215-1182

SEND TAX NOTICES TO:

Ashland Avenue, L.L.C.
Northern Gulf Nowak, L.L.C.
366 Fort Pickens Road
Pensacola Beach, FL 32561

This Modification of Mortgage prepared by:

Name: Wayne Briske, VP
Company: Trustmark National Bank
Address: 107 Francis St 28 Fl, Mobile, AL 36602

MODIFICATION OF MORTGAGE



L-9040-A000000021331-F0029114154-55134-P01

THIS MODIFICATION OF MORTGAGE dated March 15, 2021, is made and executed between Ashland Avenue, L.L.C., a Florida limited liability company and Northern Gulf Nowak, L.L.C., a Florida limited liability company (referred to below as "Grantor") and Trustmark National Bank, whose address is 107 Francis St 28 Fl, Mobile, AL 36602 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 27, 2018 (the "Mortgage") which has been recorded in Escambia County, State of Florida, as follows:

Recorded December 27, 2018 in Official Records Book 8022, Page 1121, Instrument #2018104645, in the public records of Escambia County, Florida, as Mortgage may have been modified or extended from time to time.

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 370 Nowak Road, Cantonment, FL 32533.

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

The maturity date of the Note and the above described Mortgage, Assignment of Rents and Leases and Security Agreement shall be extended to March 15, 2022.

Documentary Stamp and Intangible Taxes have been paid.

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.



L-9040-A000000021331-F0029114154-55134-P02

**MODIFICATION OF MORTGAGE
(Continued)**

Loan No: 29114154-55134


Page 2

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED MARCH 15, 2021.

GRANTOR:

ASHLAND AVENUE, L.L.C.

By: 
Ricky Lee Evans, Member of Ashland Avenue, L.L.C.

By: 
James D. Homyak, Member of Ashland Avenue, L.L.C.

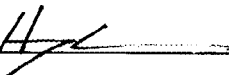
NORTHERN GULF NOWAK, L.L.C.

By: 
Ricky Lee Evans, Member of Northern Gulf Nowak, L.L.C.

By: 
James D. Homyak, Member of Northern Gulf Nowak, L.L.C.

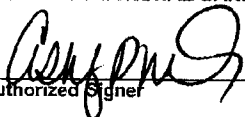
WITNESSES:

X 

X 

LENDER:

TRUSTMARK NATIONAL BANK

X 
Authorized Signer



L-9040-A000000021331-F0029114154-55134-P03

MODIFICATION OF MORTGAGE (Continued)

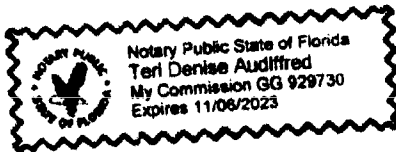
Loan No: 29114154-55134

Page 3

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Florida)
) SS
COUNTY OF Escambia)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of March, 2021 by Ricky Lee Evans, Member of Ashland Avenue, L.L.C. and James D. Homyak, Member of Ashland Avenue, L.L.C., member (or agent), each on behalf of Ashland Avenue, L.L.C., a limited liability company. They are personally known to me or have produced _____ as identification.



Teri Denise Audifred
(Signature of Person Taking Acknowledgment)

Teri Denise Audifred
(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)



L-9040-A000000021331-F0029114154-55134-P04

MODIFICATION OF MORTGAGE (Continued)

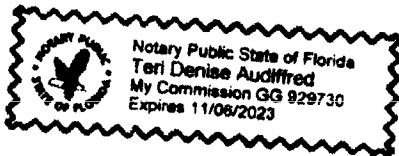
Loan No: 29114154-55134

Page 4

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Florida)
) SS
COUNTY OF Escambia)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of March, 2021 by Ricky Lee Evans, Member of Northern Gulf Nowak, L.L.C. and James D. Homyak, Member of Northern Gulf Nowak, L.L.C., member (or agent), each on behalf of Northern Gulf Nowak, L.L.C., a limited liability company. They are personally known to me or have produced _____ as identification.



Teri Denise Audiffred
(Signature of Person Taking Acknowledgment)
Teri Denise Audiffred
(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)

EXHIBIT "A"

Parcel 1

A portion of Lots 4 and 13, Block 8 of the National Land Sales Company Plat of Section 12, Township 1 South, Range 31 West, as recorded in Deed Book 67 at Page 345 of the Public Records of Escambia County, Florida; more particularly described as follows:

Commence at a railroad spike at the intersection of the easterly extension of the South line of Lot 9, Block 1 of the National Land Sales Company Plat of Section 12, Township 1 South, Range 31 West, as recorded in Deed Book 67 at Page 345 of the Public Records of Escambia County, Florida, and the East line of said Section 12; thence proceed North 87 degrees 27 minutes 04 seconds West along said Easterly extension of the South line of said Lot 9 for a distance of 24.92 feet to the monumented Westerly right-of-way (R/W) line of Ashland Avenue (50' R/W); thence proceed South 03 degrees 10 minutes 12 seconds West along said Westerly R/W line for a distance of 1076.97 feet to the Point of Beginning; thence continue last course proceed South 03 degrees 10 minutes 12 seconds West along said Westerly R/W line for a distance of 79.60 feet; thence departing said Westerly right of way line proceed North 87 degrees 14 minutes 53 seconds West for a distance of 1284.55 feet to a point being on the Easterly R/W line of Stefani Road (25' R/W); thence proceed North 03 degrees 02 minutes 01 seconds East along said Easterly R/W line of Stefani Road for a distance of 164.36 feet to the Northerly line of the aforesaid Lot 4, Block 8; thence proceed South 87 degrees 18 minutes 15 seconds East along the Northerly lines of said Lots 4 and 13, Block 8 for a distance of 1176.91 feet; thence departing said Northerly line of Lot 13 proceed South 02 degrees 41 minutes 36 seconds West for a distance of 85.70 feet; thence proceed South 87 degrees 15 minutes 20 seconds East for a distance of 107.37 feet to the Point of Beginning.

Lying in and being a portion of Section 12, Township 1 South, Range 31 West, Escambia County, Florida.

AND

Parcel 2

COMMENCE AT A 1" IRON PIPE (UNNUMBERED) AT THE NORTHWEST CORNER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE PROCEED SOUTH 02 DEGREES 39 MINUTES 05 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 16 FOR A DISTANCE OF 1321.69 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16; THENCE DEPARTING SAID WEST LINE PROCEED SOUTH 87 DEGREES 09 MINUTES 38 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16 FOR A DISTANCE OF 33.00 FEET TO THE EAST RIGHT-OF-WAY LINE (R/W) OF NOWAK ROAD (66' R/W) FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST R/W LINE CONTINUE LAST COURSE PROCEED SOUTH 87 DEGREES 09 MINUTES 38 SECONDS EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 1286.16 FEET TO THE APPARENT WEST R/W LINE OF BOOKER STREET BY MAINTENANCE CLAIM (R/W WIDTH UNDETERMINED); THENCE DEPARTING SAID NORTH LINE PROCEED SOUTH 02 DEGREES 47 MINUTES 23 SECONDS WEST ALONG SAID WEST APPARENT R/W FOR A DISTANCE OF 30.44 FEET TO THE APPARENT SOUTH LINE OF BOOKER STREET BY MAINTENANCE CLAIM (R/W WIDTH UNDETERMINED); THENCE DEPARTING SAID APPARENT WEST R/W LINE PROCEED SOUTH 87 DEGREES 12 MINUTES 37 SECONDS EAST ALONG SAID SOUTH APPARENT R/W LINE FOR A DISTANCE OF 7.56 FEET TO THE EAST LINE OF THE AFORESAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER; THENCE DEPARTING SAID SOUTH APPARENT R/W LINE PROCEED SOUTH 02 DEGREES 45 MINUTES 23 SECONDS WEST ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE EAST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER

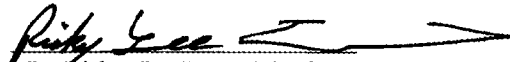
OF THE SOUTHWEST QUARTER OF SAID SECTION 16 FOR A DISTANCE OF 1918.60 FEET TO THE NORTH R/W LINE OF UPLAND ROAD (66' R/W); THENCE DEPARTING SAID EAST LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER PROCEED NORTH 87 DEGREES 10 MINUTES 54 SECONDS WEST ALONG SAID NORTH R/W LINE FOR A DISTANCE OF 935.22 FEET TO THE EAST LINE OF THAT PARCEL OF PROPERTY AS DESCRIBED IN OFFICIAL RECORDS BOOK (O.R.) 6736, AT PAGE (PG.) 530 OF THE PUBLIC RECORDS OF THE AFORESAID ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING SAID NORTH R/W LINE, PROCEED NORTH 03 DEGREES 15 MINUTES 17 SECONDS EAST ALONG THE EAST LINE OF SAID O.R. 6736, PG. 530 FOR A DISTANCE OF 179.12 FEET TO A CAPPED IRON ROD (NUMBER LB 7110); THENCE PROCEED NORTH 66 DEGREES 46 MINUTES 47 SECONDS WEST ALONG THE NORTHERLY LINE OF SAID O.R. 6736, PG. 530 FOR A DISTANCE OF 94.43 FEET TO A CAPPED IRON ROD (NUMBER LB 7110) AND A POINT ON A CIRCULAR CURVE BEING CONCAVE NORTHWESTERLY, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A DELTA ANGLE OF 76 DEGREES 01 MINUTES 15 SECONDS AND A CHORD BEARING AND DISTANCE OF SOUTH 61 DEGREES 12 MINUTES 25 SECONDS WEST, 61.58 FEET; THENCE PROCEED SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY LINE OF O.R. 6736, PG. 530 FOR A DISTANCE OF 66.34 FEET TO A CAPPED IRON ROD (NUMBER LB 7110); THENCE DEPARTING SAID CIRCULAR CURVE, PROCEED SOUTH 09 DEGREES 12 MINUTES 48 SECONDS WEST ALONG THE WEST LINE OF SAID O.R. 6736, PG. 530 FOR A DISTANCE OF 180.88 FEET TO THE NORTH R/W LINE OF SAID UPLAND ROAD; THENCE PROCEED NORTH 87 DEGREES 10 MINUTES 54 SECONDS WEST ALONG SAID NORTH R/W LINE FOR A DISTANCE OF 195.18 FEET TO THE EAST R/W LINE OF THE AFORESAID NOWAK ROAD; THENCE DEPARTING SAID NORTH R/W LINE PROCEED NORTH 02 DEGREES 39 MINUTES 05 SECONDS EAST ALONG SAID EAST R/W LINE FOR A DISTANCE OF 1949.52 FEET TO THE AFORESAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 16 AND THE POINT OF BEGINNING.


LYING IN AND BEING A PORTION OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

LESS AND EXCEPT PROPERTY CONTAINED IN FINAL PLAT OF GRAYSTONE ESTATES PHASE ONE, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 19, PAGE 46, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

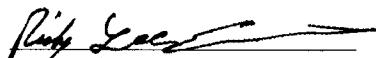
SIGNED FOR IDENTIFICATION PURPOSES THIS 15th DAY OF MARCH 2021.

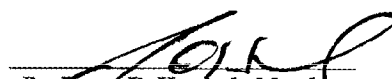
Ashland Avenue, L.L.C.


By: Rickey Lee Evans, Member


By: James D. Homyak, Member

Northern Gulf Nowak, L.L.C.


By: Rickey Lee Evans, Member


By: James D. Homyak, Member

THIS INSTRUMENT PREPARED BY:
Name D.R. Horton, Inc.
Address 400 Schubert Dr.
Pensacola, FL 32504

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary):
Physical Address: 325 Connie Way, Cantonment, FL 32533 Graystone Estates Ph. 3 Lot 2 Block F
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
3. **OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
4. **CONTRACTOR:** (name, address and phone number): Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9879
5. **SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
6. **LENDER:** (name, address and phone number) _____
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) Russell Gilbert 25366 Profit Dr., Daphne, AL 36526 251-487-0870
8. In addition to him/herself, Owner designates _____ of _____
receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd -D.R. Horton Inc.
OWNER'S SIGNATURE

Stacey Byrd - D.R. Horton Inc.
OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 8th day of June, 2023 by Stacey Byrd
Who is personally known to me OR who has produced identification
VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stacey Byrd -D.R. Horton Inc.
SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER

[Signature]
NOTARY PUBLIC - STATE OF FLORIDA

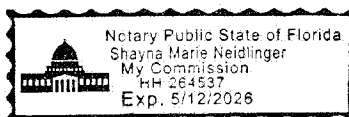
Permit Assistant Coordinator
SIGNATORY'S TITLE/OFFICE

PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



THIS INSTRUMENT PREPARED BY:
Name: D.R. Horton, Inc.
Address: 400 Schubert Dr.
Pensacola, FL 32504

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Physical Address: 321 Connie Way, Cantonment, FL 32533 Graystone Estates Ph. 3 Lot 3 Block F
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
3. **OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
4. **CONTRACTOR:** (name, address and phone number): Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9679
5. **SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
6. **LENDER:** (name, address and phone number) _____
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) Russell Gilbert 25366 Profit Dr., Daphne, AL 36526 251-487-0870
8. In addition to him/herself, Owner designates _____ of _____
receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd - D.R. Horton Inc.
OWNER'S SIGNATURE

Stacey Byrd - D.R. Horton Inc.
OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 8th day of June, 2023 by Stacey Byrd, Who is personally known to me OR who has produced identification
VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IF IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stacey Byrd - D.R. Horton Inc.
SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER
Permit Assistant Coordinator
SIGNATORY'S TITLE/OFFICE

Jennifer Benz
NOTARY PUBLIC - STATE OF FLORIDA
JENNIFER BENZ
PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



JENNIFER BENZ
Commission # HH 162313
Expires August 8, 2025
Bonded Thru Budget Notary Services

THIS INSTRUMENT PREPARED BY:
Name: D.R. Horton, Inc.
Address: 400 Schubert Dr.
Pensacola, FL 32504

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Physical Address: 317 Connie Way, Cantonment, FL 32533 Graystone Estates Ph. 3 Lot 4 Block F
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
3. **OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
4. **CONTRACTOR:** (name, address and phone number): Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9679
5. **SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
6. **LENDER:** (name, address and phone number) _____
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) Russell Gilbert 25366 Profit Dr., Daphne, AL 36526 251-487-0870
8. In addition to him/herself, Owner designates _____ of _____
receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd
OWNER'S SIGNATURE

-D.R. Horton Inc.

Stacey Byrd - D.R. Horton Inc.
OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 9th day of June, 20 23 by Stacey Byrd
Who is personally known to me OR who has produced identification
VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stacey Byrd
SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER

-D.R. Horton Inc.

Permit Assistant Coordinator
SIGNATORY'S TITLE/OFFICE

Jennifer Benz
NOTARY PUBLIC - STATE OF FLORIDA

PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



JENNIFER BENZ
Commission # HH 162313
Expires August 8, 2025
Bonded Thru Budget Notary Services

THIS INSTRUMENT PREPARED BY:
Name: D.R. Horton, Inc.
Address: 400 Schubert Dr.
Pensacola, FL 32504

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Physical Address: 313 Connie Way, Cantonment, FL 32533 Graystone Estates Ph. 3 Lot 5 Block F
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
3. **OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
4. **CONTRACTOR:** (name, address and phone number): Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9679
5. **SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
6. **LENDER:** (name, address and phone number) _____
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) Russell Gilbert 25366 Profit Dr., Daphne, AL 36526 251-487-0870
8. In addition to him/herself, Owner designates _____ of _____
receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd -D.R. Horton Inc.
OWNER'S SIGNATURE

Stacey Byrd - D.R. Horton Inc.
OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this pm day of June, 20 23 by Stacey Byrd.
Who is personally known to me OR who has produced identification
VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IF IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stacey Byrd -D.R. Horton Inc.
SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER
Permit Assistant Coordinator
SIGNATORY'S TITLE/OFFICE

Jennifer Benz
NOTARY PUBLIC - STATE OF FLORIDA
Jennifer Benz
PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



JENNIFER BENZ
Commission # HH 162313
Expires August 8, 2025
Bonded Thru Budget Notary Services

THIS INSTRUMENT PREPARED BY:
Name: D.R. Horton, Inc.
Address: 400 Schubert Dr.
Pensacola, FL 32504

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Physical Address: 309 Connie Way, Cantonment, FL 32533 Graystone Estates Ph. 3 Lot 6 Block F
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
3. **OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
4. **CONTRACTOR:** (name, address and phone number): Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9679
5. **SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
6. **LENDER:** (name, address and phone number) _____
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) Russell Gilbert 25366 Profit Dr., Daphne, AL 36526 251-487-0870
8. In addition to him/herself, Owner designates _____ of _____
receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd -D.R. Horton Inc.
OWNER'S SIGNATURE

Stacey Byrd - D.R. Horton Inc.
OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 8th day of June, 2023 by Stacey Byrd. Who is personally known to me OR who has produced identification
VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stacey Byrd -D.R. Horton Inc.
SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER

Permit Assistant Coordinator
SIGNATORY'S TITLE/OFFICE

Jennifer Benz
NOTARY PUBLIC - STATE OF FLORIDA
Jennifer Benz
PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



JENNIFER BENZ
Commission # HH 162313
Expires August 8, 2025
Bonded Thru Budget Notary Services

THIS INSTRUMENT PREPARED BY:
Name: D.R. Horton, Inc.
Address: 400 Schubert Dr.
Pensacola, FL 32504

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Physical Address: 305 Connie Way, Cantonment, FL 32533 Graystone Estates Ph. 3 Lot 7 Block F
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
3. **OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
4. **CONTRACTOR:** (name, address and phone number): Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9679
5. **SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
6. **LENDER:** (name, address and phone number) _____
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) Russell Gilbert 25366 Profit Dr., Daphne, AL 36526 251-487-0870
8. In addition to him/herself, Owner designates _____ of _____
receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd
OWNER'S SIGNATURE

Stacey Byrd - D.R. Horton Inc.
OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 9th day of June, 2023 by Stacey Byrd, Who is personally known to me OR who has produced identification
VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stacey Byrd
SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER

Permit Assistant Coordinator
SIGNATORY'S TITLE/OFFICE

Jennifer Benz
NOTARY PUBLIC - STATE OF FLORIDA
Jennifer Benz
PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



JENNIFER BENZ
Commission # HH 162313
Expires August 8, 2025
Bonded Thru Budget Notary Services

THIS INSTRUMENT PREPARED BY:
Name: D.R. Horton, Inc.
Address: 400 Schubert Dr.
Pensacola, FL 32504

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Physical Address: 301 Connie Way, Cantonment, FL 32533 Graystone Estates Ph. 3 Lot 8 Block F
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
3. **OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
4. **CONTRACTOR:** (name, address and phone number): Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9879
5. **SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
6. **LENDER:** (name, address and phone number) _____
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) Russell Gilbert 25366 Profit Dr., Daphne, AL 36526 251-487-0870
8. In addition to him/herself, Owner designates _____ of _____
receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd -D.R. Horton Inc.
OWNER'S SIGNATURE

Stacey Byrd - D.R. Horton Inc.
OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 8th day of June, 20 23 by Stacey Byrd.
Who is personally known to me OR who has produced identification
VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IF IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stacey Byrd -D.R. Horton Inc.
SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER

Permit Assistant Coordinator
SIGNATORY'S TITLE/OFFICE

Jennifer Benz
NOTARY PUBLIC - STATE OF FLORIDA

Jennifer Benz
PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



JENNIFER BENZ
Commission # HH 162313
Expires August 8, 2025
Bonded Thru Budget Notary Services

THIS INSTRUMENT PREPARED BY:
Name: D.R. Horton, Inc.
Address: 400 Schubert Dr.
Pensacola, FL 32504

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Physical Address: 297 Connie Way, Cantonment, FL 32533 Graystone Estates Ph. 3 Lot 9 Block F
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
3. **OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
4. **CONTRACTOR:** (name, address and phone number): Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9879
5. **SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
6. **LENDER:** (name, address and phone number)
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) Russell Gilbert 25366 Profit Dr., Daphne, AL 36526 251-487-0870
8. In addition to him/herself, Owner designates _____ of _____
receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd -D.R. Horton Inc.
OWNER'S SIGNATURE

Stacey Byrd - D.R. Horton Inc.
OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 1st day of June, 2023 by Stacey Byrd, Who is personally known to me OR who has produced identification
VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IF IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stacey Byrd -D.R. Horton Inc.
SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER

Permit Assistant Coordinator
SIGNATORY'S TITLE/OFFICE

Jennifer Benz
NOTARY PUBLIC - STATE OF FLORIDA
Jennifer Benz
PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



JENNIFER BENZ
Commission # HH 162313
Expires August 8, 2025
Bonded Thru Budget Notary Services

THIS INSTRUMENT PREPARED BY:
Name: D.R. Horton, Inc.
Address: 400 Schubert Dr.
Pensacola, FL 32504

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Physical Address: 293 Connie Way, Cantonment, FL 32533 Gravestone Estates Ph. 3 Lot 10 Block F
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
3. **OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
4. **CONTRACTOR:** (name, address and phone number): Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9679
5. **SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
6. **LENDER:** (name, address and phone number) _____
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) Russell Gilbert 25366 Profit Dr., Daphne, AL 36526 251-487-0870
8. In addition to him/herself, Owner designates _____ of _____
receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd - D.R. Horton Inc.
OWNER'S SIGNATURE

Stacey Byrd - D.R. Horton Inc.
OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 8th day of June, 2023 by Stacey Byrd. Who is personally known to me OR who has produced identification
VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IF IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stacey Byrd - D.R. Horton Inc.
SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER

Permit Assistant Coordinator
SIGNATORY'S TITLE/OFFICE

Jennifer Benz
NOTARY PUBLIC - STATE OF FLORIDA
Jennifer Benz
PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



JENNIFER BENZ
Commission # HH 162313
Expires August 8, 2025
Bonded Thru Budget Notary Services

THIS INSTRUMENT PREPARED BY:
Name: D.R. Horton, Inc.
Address: 400 Schubert Dr.
Pensacola, FL 32504

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Physical Address: 289 Connie Way, Cantonment, FL 32533 Graystone Estates Ph. 3 Lot 11 Block F
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
3. **OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
4. **CONTRACTOR:** (name, address and phone number): Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9679
5. **SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
6. **LENDER:** (name, address and phone number) _____
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) Russell Gilbert 25366 Profit Dr., Daphne, AL 36526 251-487-0870
8. In addition to him/herself, Owner designates _____ of _____
receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd -D.R. Horton Inc.
OWNER'S SIGNATURE

Stacey Byrd - D.R. Horton Inc.
OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 8th day of June, 20 23 by Stacey Byrd. Who is personally known to me OR who has produced identification
VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IF IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stacey Byrd -D.R. Horton Inc.
SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER

Permit Assistant Coordinator
SIGNATORY'S TITLE/OFFICE

Jennifer Benz
NOTARY PUBLIC - STATE OF FLORIDA
Jennifer Benz
PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



JENNIFER BENZ
Commission # HH 162313
Expires August 8, 2025
Bonded Thru Budget Notary Services

THIS INSTRUMENT PREPARED BY:
Name: D.R. Horton, Inc.
Address: 400 Schubert Dr.
Pensacola, FL 32504

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

- DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Physical Address: 285 Connie Way, Cantonment, FL 32533 Graystone Estates Ph. 3 Lot 12 Block F
- GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
- OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
- CONTRACTOR:** (name, address and phone number): Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9679
- SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
- LENDER:** (name, address and phone number) _____
- Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) Russell Gilbert 25366 Profit Dr., Daphne, AL 36526 251-487-0870
- In addition to him/herself, Owner designates _____ of _____
receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
- Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd -D.R. Horton Inc.
OWNER'S SIGNATURE

Stacey Byrd - D.R. Horton Inc.
OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 8th day of June, 2023 by Stacey Byrd. Who is personally known to me OR who has produced identification
VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stacey Byrd -D.R. Horton Inc.
SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER
Permit Assistant Coordinator
SIGNATORY'S TITLE/OFFICE

Jennifer Benz
NOTARY PUBLIC - STATE OF FLORIDA
Jennifer Benz
PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



JENNIFER BENZ
Commission # HH 162313
Expires August 8, 2025
Bonded Thru Budget Notary Services

THIS INSTRUMENT PREPARED BY:
Name: D.R. Horton, Inc.
Address: 400 Schubert Dr.
Pensacola, FL 32504

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Physical Address: 281 Connie Way, Cantonment, FL 32533 Graystone Estates Ph. 3 Lot 13 Block F
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
3. **OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
4. **CONTRACTOR:** (name, address and phone number): Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9679
5. **SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
6. **LENDER:** (name, address and phone number) _____
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) Russell Gilbert 25366 Profit Dr., Daphne, AL 36526 251-487-0870
8. In addition to him/herself, Owner designates _____ of _____
receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd -D.R. Horton Inc.
OWNER'S SIGNATURE

Stacey Byrd - D.R. Horton Inc.
OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 8th day of June, 2022 by Stacey Byrd. Who is personally known to me OR who has produced identification
_____. VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

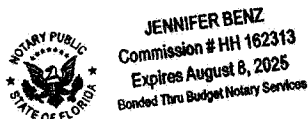
Stacey Byrd -D.R. Horton Inc.
SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER
Permit Assistant Coordinator
SIGNATORY'S TITLE/OFFICE

Jennifer Benz
NOTARY PUBLIC - STATE OF FLORIDA
JENNIFER BENZ
PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



THIS INSTRUMENT PREPARED BY:
Name: D.R. Horton, Inc.
Address: 400 Schubert Dr.
Pensacola, FL 32504

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Physical Address: 277 Connie Way, Cantonment, FL 32533 Graystone Estates Ph. 3 Lot 14 Block F
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
3. **OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
4. **CONTRACTOR:** (name, address and phone number): Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9679
5. **SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
6. **LENDER:** (name, address and phone number) _____
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) Russell Gilbert 25366 Profit Dr., Daphne, AL 36526 251-487-0870
8. In addition to him/herself, Owner designates _____ of _____
receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd -D.R. Horton Inc.
OWNER'S SIGNATURE

Stacey Byrd - D.R. Horton Inc.
OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 8th day of June, 2023 by Stacey Byrd. Who is personally known to me OR who has produced identification
_____. VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IF IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stacey Byrd -D.R. Horton Inc.
SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER
Permit Assistant Coordinator
SIGNATORY'S TITLE/OFFICE

Jennifer Benz
NOTARY PUBLIC - STATE OF FLORIDA
JENNIFER BENZ
PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



JENNIFER BENZ
Commission # HH 162313
Expires August 8, 2025
Bonded Thru Budget Notary Services

THIS INSTRUMENT PREPARED BY:
Name: D.R. Horton, Inc.
Address: 400 Schubert Dr.
Pensacola, FL 32504

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Physical Address: 273 Connie Way, Cantonment, FL 32533 Graystone Estates Ph. 3 Lot 15 Block F
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
3. **OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
4. **CONTRACTOR:** (name, address and phone number): Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9679
5. **SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
6. **LENDER:** (name, address and phone number) _____
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) Russell Gilbert 25366 Profit Dr., Daphne, AL 36526 251-487-0870
8. In addition to him/herself, Owner designates _____ of _____
receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd -D.R. Horton Inc.
OWNER'S SIGNATURE

Stacey Byrd - D.R. Horton Inc.
OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 8th day of June, 2023 by Stacey Byrd. Who is personally known to me OR who has produced identification
VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IF IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stacey Byrd -D.R. Horton Inc.
SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER

Permit Assistant Coordinator
SIGNATORY'S TITLE/OFFICE

Jennifer Benz
NOTARY PUBLIC - STATE OF FLORIDA
Jennifer Benz

PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



JENNIFER BENZ
Commission # HH 162313
Expires August 8, 2025
Bonded Thru Budget Notary Services

THIS INSTRUMENT PREPARED BY:
Name: D.R. Horton, Inc.
Address: 400 Schubert Dr.
Pensacola, FL 32504

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Physical Address: 269 Connie Way, Cantonment, FL 32533 Graystone Estates Ph. 3 Lot 16 Block F
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
3. **OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
4. **CONTRACTOR:** (name, address and phone number): Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9679
5. **SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
6. **LENDER:** (name, address and phone number) _____
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) Russell Gilbert 25366 Profit Dr., Daphne, AL 36526 251-487-0870
8. In addition to him/herself, Owner designates _____ of _____
receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd -D.R. Horton Inc.
OWNER'S SIGNATURE

Stacey Byrd - D.R. Horton Inc.
OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 8th day of June, 20 23 by Stacey Byrd, Who is personally known to me OR who has produced identification
VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stacey Byrd -D.R. Horton Inc.
SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER

Permit Assistant Coordinator
SIGNATORY'S TITLE/OFFICE

Jennifer Benz
NOTARY PUBLIC - STATE OF FLORIDA

Jennifer Benz
PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



JENNIFER BENZ
Commission # HH 162313
Expires August 8, 2025
Bonded Thru Budget Notary Services

THIS INSTRUMENT PREPARED BY:
Name: D.R. Horton, Inc.
Address: 400 Schubert Dr.
Pensacola, FL 32504

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Physical Address: 320 Cayden Way, Cantonment, FL 32533 Graystone Estates Lot 10 Block H
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
3. **OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
4. **CONTRACTOR:** (name, address and phone number): Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9679
5. **SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
6. **LENDER:** (name, address and phone number) _____
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) Russell Gilbert 25366 Profit Dr., Daphne, AL 36526 251-487-0870
8. In addition to him/herself, Owner designates _____ of _____
receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd -D.R. Horton Inc.
OWNER'S SIGNATURE

Stacey Byrd - D.R. Horton Inc.
OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 23rd day of June, 20 23 by Stacey Byrd
Who is personally known to me OR who has produced identification
VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stacey Byrd -D.R. Horton Inc.
SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER
Permit Assistant Coordinator
SIGNATORY'S TITLE/OFFICE

Jennifer Benz
NOTARY PUBLIC - STATE OF FLORIDA
Jennifer Benz
PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



JENNIFER BENZ
Commission # HH 162313
Expires August 8, 2025
Bonded Thru Budget Notary Services

THIS INSTRUMENT PREPARED BY:
Name: D.R. Horton, Inc.
Address: 400 Schubert Dr.
Pensacola, FL 32504

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Physical Address: 316 Cayden Way, Cantonment, FL 32533 Graystone Estates Lot 11 Block H
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
3. **OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
4. **CONTRACTOR:** (name, address and phone number): Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9679
5. **SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
6. **LENDER:** (name, address and phone number)
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) Russell Gilbert 25366 Profit Dr., Daphne, AL 36528 251-487-0670
8. In addition to him/herself, Owner designates _____ of _____
receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified)

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd
OWNER'S SIGNATURE -D.R. Horton Inc.

Stacey Byrd - D.R. Horton Inc.
OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 23rd day of June, 2023 by Stacey Byrd
Who is personally known to me OR who has produced identification
VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IF IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stacey Byrd
SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER
Permit Assistant Coordinator
SIGNATORY'S TITLE/OFFICE

Jennifer Benz
NOTARY PUBLIC - STATE OF FLORIDA
JENNIFER BENZ
PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



JENNIFER BENZ
Commission # HH 162313
Expires August 8, 2025
Bonded Thru Budget Notary Services

THIS INSTRUMENT PREPARED BY:
Name: D.R. Horton, Inc.
Address: 400 Schubert Dr.
Pensacola, FL 32504

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Physical Address: 312 Cayden Way, Cantonment, FL 32533 Graystone Estates Lot 12 Block H
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
3. **OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
4. **CONTRACTOR:** (name, address and phone number): Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9679
5. **SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
6. **LENDER:** (name, address and phone number) _____
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) Russell Gilbert 25366 Profit Dr., Daphne, AL 36526 251-487-0870
8. In addition to him/herself, Owner designates _____ of _____
receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd -D.R. Horton Inc.
OWNER'S SIGNATURE

Stacey Byrd - D.R. Horton Inc.
OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 23rd day of June, 20 23 by Stacey Byrd.
Who is personally known to me OR who has produced identification
VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IF IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stacey Byrd -D.R. Horton Inc.
SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER

Permit Assistant Coordinator
SIGNATORY'S TITLE/OFFICE

Jennifer Benz
NOTARY PUBLIC - STATE OF FLORIDA
Jennifer Benz

PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



JENNIFER BENZ
Commission # HH 162313
Expires August 8, 2025
Bonded Thru Budget Notary Services

THIS INSTRUMENT PREPARED BY:
Name: D.R. Horton, Inc.
Address: 400 Schubert Dr.
Pensacola, FL 32504

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Physical Address: 308 Cayden Way, Cantonment, FL 32533 Graystone Estates Lot 13 Block H
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
3. **OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
4. **CONTRACTOR:** (name, address and phone number): Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9679
5. **SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
6. **LENDER:** (name, address and phone number)
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) Russell Gilbert 25366 Profit Dr., Daphne, AL 36526 251-487-0870
8. In addition to him/herself, Owner designates _____ of _____ receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified)

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd -D.R. Horton Inc.
OWNER'S SIGNATURE

Stacey Byrd - D.R. Horton Inc.
OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 23rd day of June, 20 23 by Stacey Byrd. Who is personally known to me OR who has produced identification
VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IF IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stacey Byrd -D.R. Horton Inc.
SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER
Permit Assistant Coordinator
SIGNATORY'S TITLE/OFFICE

Jennifer Benz
NOTARY PUBLIC - STATE OF FLORIDA
Jennifer Benz
PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



JENNIFER BENZ
Commission # HH 162313
Expires August 8, 2025
Bonded Thru Budget Notary Services

THIS INSTRUMENT PREPARED BY:
Name: D.R. Horton, Inc.
Address: 400 Schubert Dr.
Pensacola, FL 32504

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Physical Address: 304 Cayden Way, Cantonment, FL 32533 Graystone Estates Lot 14 Block H
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
3. **OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
4. **CONTRACTOR:** (name, address and phone number): Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9679
5. **SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
6. **LENDER:** (name, address and phone number)
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) Russell Gilbert 25366 Profit Dr., Daphne, AL 36526 251-487-0870
8. In addition to him/herself, Owner designates _____ of _____
receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified)

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd -D.R. Horton Inc.
OWNER'S SIGNATURE

Stacey Byrd - D.R. Horton Inc.
OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 23rd day of June, 2023 by Stacey Byrd. Who is personally known to me OR who has produced identification
VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IF IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stacey Byrd -D.R. Horton Inc.
SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER
Permit Assistant Coordinator
SIGNATORY'S TITLE/OFFICE

Jennifer Benz
NOTARY PUBLIC - STATE OF FLORIDA

Jennifer Benz
PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



JENNIFER BENZ
Commission # HH 162313
Expires August 8, 2025
Bonded Thru Budget Notary Services

THIS INSTRUMENT PREPARED BY:
Name: D.R. Horton, Inc.
Address: 400 Schubert Dr.
Pensacola, FL 32504

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Physical Address: 300 Cayden Way, Cantonment, FL 32533 Graystone Estates Lot 15 Block H
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
3. **OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
4. **CONTRACTOR:** (name, address and phone number): Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9679
5. **SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
6. **LENDER:** (name, address and phone number) _____
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) Russell Gilbert 25366 Profit Dr., Daphne, AL 36528 251-487-0870
8. In addition to him/herself, Owner designates _____ of _____
receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd
OWNER'S SIGNATURE

-D.R. Horton Inc.

Stacey Byrd - D.R. Horton Inc.

OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 23rd day of June, 2023 by Stacey Byrd Who is personally known to me OR who has produced identification
VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IF IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stacey Byrd
SIGNATURE OF OWNER OR OWNER'S

-D.R. Horton Inc.

AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER

Permit Assistant Coordinator

SIGNATORY'S TITLE/OFFICE

Jennifer Benz
NOTARY PUBLIC - STATE OF FLORIDA

Jennifer Benz

PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



JENNIFER BENZ
Commission # HH 162313
Expires August 8, 2025
Bonded Thru Budget Notary Services

THIS INSTRUMENT PREPARED BY:
Name: D.R. Horton, Inc.
Address: 400 SCHUBERT DR.
Pensacola, FL 32504

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Physical Address: 296 Cayden Way, Cantonment, FL 32533 Graystone Estates Lot 16 Block H
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
3. **OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
4. **CONTRACTOR:** (name, address and phone number): Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9679
5. **SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
6. **LENDER:** (name, address and phone number)
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes; (name, address and phone number) Russell Gilbert 25368 Profit Dr., Daphne, AL 36526 251-487-0870
8. In addition to him/herself, Owner designates _____ of _____ receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified)

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd
OWNER'S SIGNATURE

-D.R. Horton Inc.

Stacey Byrd - D.R. Horton Inc.
OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 23rd day of June, 2023 by Stacey Byrd. Who is personally known to me OR who has produced identification
VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IF IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stacey Byrd
SIGNATURE OF OWNER OR OWNER'S

-D.R. Horton Inc.

AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER

Permit Assistant Coordinator
SIGNATORY'S TITLE/OFFICE

Jennifer Benz
NOTARY PUBLIC - STATE OF FLORIDA
JENNIFER BENZ

PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



JENNIFER BENZ
Commission # HH 162313
Expires August 8, 2025
Bonded Thru Budget Notary Services

THIS INSTRUMENT PREPARED BY:
Name: D.R. Horton, Inc.
Address: 400 Schubert Dr.
Pensacola, FL 32504
STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Physical Address: 292 Cayden Way, Cantonment, FL 32533 Graystone Estates Lot 17 Block H
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
3. **OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
4. **CONTRACTOR:** (name, address and phone number): Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9679
5. **SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
6. **LENDER:** (name, address and phone number) _____
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) Russell Gilbert 25366 Profit Dr., Daphne, AL 36526 251-487-0870
8. In addition to him/herself, Owner designates _____ of _____
receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd -D.R. Horton Inc.
OWNER'S SIGNATURE

Stacey Byrd - D.R. Horton Inc.
OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 23rd day of June, 2023 by Stacey Byrd.
Who is personally known to me OR who has produced identification
VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IF IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stacey Byrd -D.R. Horton Inc.
SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER

Permit Assistant Coordinator
SIGNATORY'S TITLE/OFFICE

Jennifer Benz
NOTARY PUBLIC - STATE OF FLORIDA

Jennifer Benz
PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



JENNIFER BENZ
Commission # HH 162313
Expires August 8, 2025
Bonded Thru Budget Notary Services

THIS INSTRUMENT PREPARED BY:
Name: D.R. Horton, Inc.
Address: 400 Schubert Dr.
Pensacola, FL 32504

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Physical Address: 462 Connie Way, Cantonment, FL 32533 Graystone Estates Lot 18 Block H
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
3. **OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
4. **CONTRACTOR:** (name, address and phone number): Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9879
5. **SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
6. **LENDER:** (name, address and phone number):
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) Russell Gilbert 25366 Profit Dr., Daphne, AL 36526 251-487-0670
8. In addition to him/herself, Owner designates _____ of _____ receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified):

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd -D.R. Horton Inc.
OWNER'S SIGNATURE

Stacey Byrd - D.R. Horton Inc.
OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 23rd day of June, 2023 by Stacey Byrd. Who is personally known to me OR who has produced identification
VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IF IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stacey Byrd -D.R. Horton Inc.
SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER
Permit Assistant Coordinator
SIGNATORY'S TITLE/OFFICE

Jennifer Benz
NOTARY PUBLIC - STATE OF FLORIDA
JENNIFER BENZ
PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



JENNIFER BENZ
Commission # HH 162313
Expires August 8, 2025
Bonded Thru Budget Notary Services

THIS INSTRUMENT PREPARED BY:

Name: D.R. Horton, Inc.
Address: 400 Schubert Dr.
Pensacola, FL 32504

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Physical Address: 458 Connie Way, Cantonment, FL 32533 Graystone Estates Lot 19 Block H
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
3. **OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
4. **CONTRACTOR:** (name, address and phone number): Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9679
5. **SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
6. **LENDER:** (name, address and phone number) _____
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) Russell Gilbert 25366 Profit Dr., Daphne, AL 36526 251-487-0670
8. In addition to him/herself, Owner designates _____ of _____
receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd -D.R. Horton Inc.
OWNER'S SIGNATURE

Stacey Byrd - D.R. Horton Inc.
OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 23rd day of June, 2023 by Stacey Byrd Who is personally known to me OR who has produced identification
VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IF IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stacey Byrd -D.R. Horton Inc.
SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER
Permit Assistant Coordinator
SIGNATORY'S TITLE/OFFICE

Jennifer Benz
NOTARY PUBLIC - STATE OF FLORIDA
JENNIFER BENZ
PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



JENNIFER BENZ
Commission # HH 162313
Expires August 8, 2025
Bonded Thru Budget Notary Services

THIS INSTRUMENT PREPARED BY:
Name: D.R. Horton, Inc.
Address: 400 Schubert Dr.
Pensacola, FL 32504

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Physical Address: 454 Connie Way, Cantonment, FL 32533 Graystone Estates Lot 20 Block H
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
3. **OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
4. **CONTRACTOR:** (name, address and phone number): Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9679
5. **SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
6. **LENDER:** (name, address and phone number) _____
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) Russell Gilbert 25366 Profit Dr., Daphne, AL 36526 251-487-0670
8. In addition to him/herself, Owner designates _____ of _____
receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd - D.R. Horton Inc.
OWNER'S SIGNATURE

Stacey Byrd - D.R. Horton Inc.
OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 23rd day of June, 2023 by Stacey Byrd. Who is personally known to me OR who has produced identification
VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IF IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stacey Byrd - D.R. Horton Inc.
SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER
Permit Assistant Coordinator
SIGNATORY'S TITLE/OFFICE

Jennifer Benz
NOTARY PUBLIC - STATE OF FLORIDA
Jennifer Benz
PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



JENNIFER BENZ
Commission # HH 162313
Expires August 8, 2025
Bonded Thru Budget Notary Services

THIS INSTRUMENT PREPARED BY:
Name: D.R. Horton, Inc.
Address: 400 Schubert Dr.
Pensacola, FL 32504

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Physical Address: 450 Connie Way, Cantonment, FL 32533 Graystone Estates Lot 21 Block H
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
3. **OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
4. **CONTRACTOR:** (name, address and phone number): Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9679
5. **SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
6. **LENDER:** (name, address and phone number) _____
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) Russell Gilbert 25366 Profit Dr., Daphne, AL 36526 251-487-0870
8. In addition to him/herself, Owner designates _____ of _____
receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd -D.R. Horton Inc.
OWNER'S SIGNATURE

Stacey Byrd - D.R. Horton Inc.
OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 23rd day of June, 2023 by Stacey Byrd.
Who is personally known to me OR who has produced identification
VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IF IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stacey Byrd -D.R. Horton Inc.
SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER
Permit Assistant Coordinator
SIGNATORY'S TITLE/OFFICE

Jennifer Benz
NOTARY PUBLIC - STATE OF FLORIDA
JENNIFER BENZ
PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



JENNIFER BENZ
Commission # HH 162313
Expires August 8, 2025
Bonded Thru Budget Notary Services

THIS INSTRUMENT PREPARED BY:

Name: D.R. Horton, Inc.
Address: 400 Schubert Dr.
Pensacola, FL 32504

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Physical Address: 446 Connie Way, Cantonment, FL 32533 Graystone Estates Lot 22 Block H
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
3. **OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
4. **CONTRACTOR:** (name, address and phone number): Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9679
5. **SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
6. **LENDER:** (name, address and phone number)
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) Russell Gilbert 25366 Profit Dr., Daphne, AL 36628 251-487-0870
8. In addition to him/herself, Owner designates _____ of _____
receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified)

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd
OWNER'S SIGNATURE -D.R. Horton Inc.

Stacey Byrd - D.R. Horton Inc.
OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 23rd day of June, 2023 by Stacey Byrd. Who is personally known to me OR who has produced identification
VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IF IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stacey Byrd
SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER
Permit Assistant Coordinator
SIGNATORY'S TITLE/OFFICE

Jennifer Benz
NOTARY PUBLIC - STATE OF FLORIDA
JENNIFER BENZ
PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



JENNIFER BENZ
Commission # HH 162313
Expires August 8, 2025
Bonded Thru Budget Notary Services

THIS INSTRUMENT PREPARED BY:
Name: D.R. Horton, Inc.
Address: 400 Schubert Dr.
Pensacola, FL 32504

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Physical Address: 442 Connie Way, Cantonment, FL 32533 Graystone Estates Lot 23 Block H
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
3. **OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
4. **CONTRACTOR:** (name, address and phone number) Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9679
5. **SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
6. **LENDER:** (name, address and phone number)
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) Russell Gilbert 25366 Profit Dr., Daphne, AL 36628 251-487-0670
8. In addition to him/herself, Owner designates _____ of _____ receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified)

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd -D.R. Horton Inc.
OWNER'S SIGNATURE

Stacey Byrd - D.R. Horton Inc.
OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 23rd day of June, 20 23 by Stacey Byrd Who is personally known to me OR who has produced identification
VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IF IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stacey Byrd -D.R. Horton Inc.
SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER

Permit Assistant Coordinator
SIGNATORY'S TITLE/OFFICE

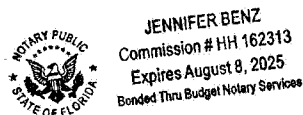
Jennifer Benz
NOTARY PUBLIC - STATE OF FLORIDA
JENNIFER BENZ

PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



THIS INSTRUMENT PREPARED BY:
Name: D.R. Horton, Inc.
Address: 400 Schubert Dr.
Pensacola, FL 32504

STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Physical Address: 438 Connie Way, Cantonment, FL 32533 Graystone Estates Lot 24 Block H
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
3. **OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
4. **CONTRACTOR:** (name, address and phone number) Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9679
5. **SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
6. **LENDER:** (name, address and phone number) _____
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) Russell Gilbert 25366 Profit Dr., Daphne, AL 36526 251-487-0670
8. In addition to him/herself, Owner designates _____ of _____
receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd
OWNER'S SIGNATURE -D.R. Horton Inc.

Stacey Byrd - D.R. Horton Inc.
OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 25th day of June, 20 23 by
Stacey Byrd Who is personally known to me OR who has produced identification
VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IF IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stacey Byrd
SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER

Permit Assistant Coordinator
SIGNATORY'S TITLE/OFFICE

Jennifer Benz
NOTARY PUBLIC - STATE OF FLORIDA
Jennifer Benz
PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



JENNIFER BENZ
Commission # HH 162313
Expires August 8, 2025
Bonded Thru Budget Notary Services

THIS INSTRUMENT PREPARED BY:
Name: D.R. Horton, Inc.
Address: 400 Schubert Dr.
Pensacola, FL 32504
STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 35-2N-31-3301-000-000

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Physical Address: 434 Connie Way, Cantonment, FL 32533 Graystone Estates Lot 25 Block H
2. **GENERAL DESCRIPTION OF IMPROVEMENT:** New Single Family Dwelling
3. **OWNER INFORMATION:**
Name and address: D.R. Horton, Inc. 400 Schubert Dr., Pensacola, FL 32504
Interest in property: Owner
Name and address of fee simple titleholder (if other than Owner): n/a
4. **CONTRACTOR:** (name, address and phone number): Richard Lowery 400 Schubert Dr., Pensacola, FL 32504 850-232-9679
5. **SURETY:**
Name, address and phone number: n/a
Amount of bond \$ n/a
6. **LENDER:** (name, address and phone number) _____
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) Russell Gilbert 25366 Profit Dr., Daphne, AL 36526 251-487-0670
8. In addition to him/herself, Owner designates _____ of _____
receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Stacey Byrd -D.R. Horton Inc.
OWNER'S SIGNATURE

Stacey Byrd - D.R. Horton Inc.
OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 23rd day of June, 2023 by Stacey Byrd.
Who is personally known to me OR who has produced identification
VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IF IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Stacey Byrd -D.R. Horton Inc.
SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER
Permit Assistant Coordinator
SIGNATORY'S TITLE/OFFICE

Jennifer Benz
NOTARY PUBLIC - STATE OF FLORIDA
Jennifer Benz
PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09



JENNIFER BENZ
Commission # HH 162313
Expires August 8, 2025
Bonded Thru Budget Notary Services

PLAT BOOK: 5, PAGE: 80

Greystone PH1 - "Block A"

LTS 2 - 16
BLK F
DR HORTON
OR 8998/796

Parcel
"CC"
8998/
794

Greystone PH3

LTS 10 - 24
BLK G
DR HORTON
OR 8998/796

Greystone PH1 - "Block B"

Greystone PH2

Greystone PH1 - "Block C"

Greystone PH1 - "Block D"

