

# **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

0325-01

	KEAS ELINDING IT	C 2022	i <u> </u>					
Applicant Name Applicant Address	KEYS FUNDING LLC - 2022 PO BOX 71540			Application date		Apr 22, 2024		
	PHILADELPHIA, PA 19176-1540							
Property description					Certificate #		2022 / 4	
				Date certificate issued		06/01/2022		
Part 2: Certificat	es Owned by App	licant an	d Filed w	ith Tax Deed	Applica	tion		
Column 1 Certificate Numbe	l l	Column 2 Date of Certificate Sale		Column 3 Face Amount of Certificate		Column 4 Interest	Column 5: Total (Column 3 + Column 4)	
# 2022/4	06/01/2			1,413.92		70.70	1,484.62	
	<u> </u>		<u> </u>		<u> </u>	→Part 2: Total*	1,484.62	
Part 3: Other Ce	rtificates Redeem	ed by Ap	plicant (C	Other than Co	unty)			
	Column 1 Column 2 Column 3 Column 4 Column 5  Tax Collector's Fee Interest		Total					
Column 1 Certificate Number			Amount of		Fee		(Column 3 + Column 4 + Column 5)	
	Date of Other Certificate Sale		Amount of		Fee		(Column 3 + Column 4	
Certificate Number			Amount of		Fee		(Column 3 + Column 4 + Column 5)	
Certificate Number # / Part 4: Tax Colle	Certificate Sale	Other (	Amount of Certificate	Tax Collector's I		Part 3: Total*	(Column 3 + Column 4	
Certificate Number # / Part 4: Tax Colle	Certificate Sale	Other (	Amount of Certificate	Tax Collector's I	deemed b	Part 3: Total*	(Column 3 + Column 4 + Column 5) 0.00	
# / Part 4: Tax Colle 1. Cost of all cert	Certificate Sale	Other (	Amount of Certificate	Tax Collector's I	deemed b	Part 3: Total*	(Column 3 + Column 4 + Column 5) 0.00	
# / Part 4: Tax Colle 1. Cost of all cert 2. Delinquent tax	Certificate Sale  ector Certified Am  ificates in applicant's	Other (Laborates (Labo	Amount of Certificate	Tax Collector's I	deemed b	Part 3: Total*	(Column 3 + Column 4 + Column 5)  0.00  1,484.62	
# / Part 4: Tax Colle 1. Cost of all cert 2. Delinquent tax 3. Current taxes	ector Certified Am ificates in applicant's	Other (Laborates (Labo	Amount of Certificate	Tax Collector's I	deemed b	Part 3: Total*	(Column 3 + Column 4 + Column 5)  0.00  1,484.62  0.00  0.00	
# / Part 4: Tax Colle 1. Cost of all cert 2. Delinquent tax 3. Current taxes	ector Certified Am ificates in applicant's es paid by the applicant paid by the applicant	Other (Laborates (Labo	Amount of Certificate	Tax Collector's I	deemed b	Part 3: Total*	(Column 3 + Column 4 + Column 5)  0.00  1,484.62  0.00  0.00  200.00	
Part 4: Tax Colle 1. Cost of all cert 2. Delinquent tax 3. Current taxes 4. Property inform 5. Tax deed appl	ector Certified Am ificates in applicant's es paid by the applicant paid by the applicant	ounts (L possession	Amount of Certificate Lines 1-7) on and othe	Tax Collector's I	deemed to Total of F	Part 3: Total*  by applicant Parts 2 + 3 above)	(Column 3 + Column 4 + Column 5) 0.00	
Part 4: Tax Colle 1. Cost of all cert 2. Delinquent tax 3. Current taxes 4. Property inform 5. Tax deed appl	ector Certified Am ificates in applicant's es paid by the applicant paid by the applicant mation report fee ication fee	ounts (L possession	Amount of Certificate Lines 1-7) on and othe	Tax Collector's I	deemed to Total of F	Part 3: Total*  by applicant Parts 2 + 3 above)	(Column 3 + Column 4 + Column 5)  0.00  1,484.62  0.00  200.00  175.00	
Part 4: Tax Colle 1. Cost of all cert 2. Delinquent tax 3. Current taxes 4. Property inform 5. Tax deed appl 6. Interest accrue 7.	ector Certified Amificates in applicant's es paid by the applicant paid by the applicant enation report fee ication fee	ounts (L possessionant  der s.197.5	Amount of Certificate  Lines 1-7) on and other  542, F.S. (sertificates, i	Tax Collector's I	deemed by Total of F	Part 3: Total*  Dy applicant Parts 2 + 3 above)  tions, page 2)  Paid (Lines 1-6)	0.00 1,484.62 0.00 0.00 0.00 0.00 175.00 0.00	
Part 4: Tax Colle 1. Cost of all cert 2. Delinquent tax 3. Current taxes 4. Property inform 5. Tax deed appl 6. Interest accrue 7.	ector Certified Amificates in applicant's es paid by the applicant paid by the applicant mation report fee ication fee ed by tax collector under the end by	ounts (L possessionant  der s.197.5	Amount of Certificate  Lines 1-7) on and other  542, F.S. (sertificates, i	Tax Collector's I	deemed by Total of F	Part 3: Total*  Dy applicant Parts 2 + 3 above)  tions, page 2)  Paid (Lines 1-6)	(Column 3 + Column 4 + Column 5)  0.00  1,484.62  0.00  200.00  175.00  0.00  1,859.62  and tax collector's fees	

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

Par	rt 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 I	here: Date of sale 03/05/2025 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.

## **APPLICATION FOR TAX DEED**

512 R. 12/16

Section 197.502, Florida Statutes

Application Number: 2400598

To: Tax Collector of ESCAME	BIA COUNTY	, Florida	
I, KEYS FUNDING LLC - 2022 PO BOX 71540 PHILADELPHIA, PA 19176-1540, hold the listed tax certificate and h	ereby surrender the	same to the Tax	Collector and make tax deed application thereon
Account Number	Certificate No.	Date	Legal Description
01-0095-078	2022/4	06-01-2022	LOT 21 BLK B MACKY BLUFFS PB 17 P 18/18A OR 7097 P 1286
Sheriff's costs, if applicat	ax certificates plus in mitted taxes, plus in es, property informatole.	terest covering the	•
which are in my possession.  Electronic signature on file KEYS FUNDING LLC - 2022 PO BOX 71540 PHILADELPHIA, PA 19176-15	640		04-22-2024
Applicant's si	gnature		Application Date

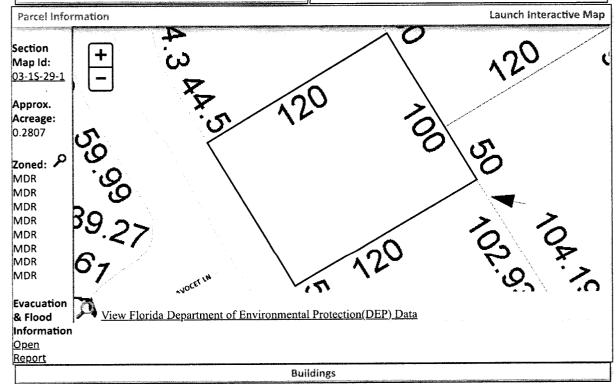
**Real Estate Search** 

**Tangible Property Search** 

Sale List

#### <u>Back</u>

◆ Nav. Mode								Printer Frie	endly Version
General Inform	nation				Assessr	ments			
Parcel ID:	031529	911002100	02		Year	Land	Imprv	Total	<u>Cap Val</u>
Account:	01009	5078			2023	\$75,000	\$0	\$75,000	\$75,000
Owners:	SILER E	DDIE C			2022	\$75,000	\$0	\$75,000	\$75,000
Mail:		DOD 1G UNIT 61256 APO, AE 09309-1256			2021	\$90,000	\$0 	\$90,000	\$90,000
Situs:	4022 C	4022 CURLEW DR 32514 VACANT RESIDENTIAL P COUNTY MSTU			Disclaimer				
Use Code:	VACAN								
Taxing Authority:	COUN				Tax Estimator				
Tax Inquiry:	Open Tax Inquiry Window			File for Exemption(s) Online					
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector					Report Storm Damage				
Sales Data			10° 5050 5000 1		2023 C	ertified Roll E	xemptions		
Sale Date	Book Page	Value	Type	Official Records (New Window)	None				
09/21/2021 8	8634 1355	\$88,000	WD	D.	Legal D	escription			
10/25/2013	7097 1286	\$112,000	WD	Ē,	LOT 21 BLK B MACKY BLUFFS PB 17 P 18/18A OR 8634 P				
11/2004	5529 1136	\$88,500	WD	Ľ,					
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller				Extra Features None					



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:04/25/2024 (tc.1921)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2024036305 5/13/2024 12:46 PM
OFF REC BK: 9145 PG: 1479 Doc Type: TDN

### NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **KEYS FUNDING LLC** holder of **Tax Certificate No. 00004**, issued the **1st** day of **June**, **A.D.**, **2022** 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:

LOT 21 BLK B MACKY BLUFFS PB 17 P 18/18A OR 7097 P 1286

**SECTION 03, TOWNSHIP 1 S, RANGE 29 W** 

TAX ACCOUNT NUMBER 010095078 (0325-01)

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

#### **EDDIE C SILER**

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 March, which is the 5th day of March 2025.

Dated this 13th day of May 2024.

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.

COUNTY TURN

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: 010095078 Certificate Number: 000004 of 2022

Payor: EDDIE SILER DOD 1G UNIT 61256 APO, AE 09309-1256 Date 11/25/2024

Clerk's Check # 1

Clerk's Total

\$531.24

Tax Collector Check # 1

Tax Collector's Total

\$2,172.71

Postage

\$100.00

Researcher Copies

\$0.00

Recording

. . . . . . .

Prep Fee

\$10.00 \$7.00

rep rec

Total Received

<del>\$2,820.95</del>

11/25/24 Redemption 5 22 42.01 Total Charged 5 2341.18

PAM CHILDERS

Clerk of the Circuit Court

Received By Mallove Deputy Clerk

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

#### **PAM CHILDERS**

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



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

# BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

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

#### Case # 2022 TD 000004

**Redeemed Date 11/25/2024** 

Name EDDIE SILER DOD 1G UNIT 61256 APO, AE 09309-1256

Clerk's Total = TAXDEED \$531.24

Due Tax Collector = TAXDEED \$2,172.71

Postage = TD2 \$100.00

ResearcherCopies = TD6 \$0.00

Release TDA Notice (Recording) = RECORD2 \$10.00

Release TDA Notice (Prep Fee) = TD4 \$7.00

For Office Use Only

Date Docket Desc Amount Owed

Amount Due Payed

Payee Name

#### FINANCIAL SUMMARY

No Information Available - See Dockets



## **PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA**

**Tax Deed - Redemption Calculator** Account: 010095078 Certificate Number: 000004 of 2022

Redemption Yes ✓	Application Date 4/22/2024	Interest Rate 18%				
•	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL				
	Auction Date 3/5/2025	Redemption Date 11/27/2024				
Months	11	7				
Tax Collector	\$1,859.62	\$1,859.62				
Tax Collector Interest	\$306.84	\$195.26				
Tax Collector Fee	\$6,25	\$6.25				
Total Tax Collector	\$2,172.71	\$2,061.13 — T C				
Record TDA Notice	\$17.00	\$17.00				
Clerk Fee	\$119.00	\$119.00				
Sheriff Fee	\$120.00	\$120.00				
Legal Advertisement	\$200.00	\$200.00				
App. Fee Interest	\$75.24	\$47.88				
Total Clerk	\$531.24	\$503.88 - CH				
Release TDA Notice (Recording)	\$10.00	\$10.00				
Release TDA Notice (Prep Fee)	\$7.00	\$7.00				
Postage	\$100.00	\$0.00				
Researcher Copies	\$0.00	\$0.00				
Total Redemption Amount	\$2,820.95	\$2,582.01				
	Repayment Overpayment Refund Amount	\$238.94				



#### 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 #:	01-0095-078	CERTIFICATE #:	2022-4				
REPORT IS LIMITED	ΓΟ THE PERSON(S) EXI	IE LIABILITY FOR ERROR PRESSLY IDENTIFIED BY I (S) OF THE PROPERTY INF	NAME IN THE PROPERTY				
listing of the owner(s) of tax information and a lis encumbrances recorded title to said land as listed	Frecord of the land describe ting and copies of all open in the Official Record Boo on page 2 herein. It is the		nt and delinquent ad valorem ges, judgments and da that appear to encumber the amed above to verify receipt of				
and mineral or any subsu	urface rights of any kind or boundary line disputes, a	nature; easements, restriction	or in subsequent years; oil, gas, and covenants of record; ald be disclosed by an accurate				
		ty or sufficiency of any docur tle, a guarantee of title, or as a	ment attached, nor is it to be any other form of guarantee or				
Use of the term "Report"	' herein refers to the Prope	rty Information Report and th	e documents attached hereto.				
Period Searched: Novem	ber 20, 2004 to and inclu	ding November 20, 2024	Abstractor: Vicki Campbell				
BY							
Milalphil							

Michael A. Campbell, As President

Dated: November 22, 2024

#### PROPERTY INFORMATION REPORT

**CONTINUATION PAGE** 

November 22, 2024

Tax Account #: 01-0095-078

1. The Grantee(s) of the last deed(s) of record is/are: **EDDIE C SILER** 

By Virtue of Warranty Deed recorded 10/7/2021 in OR 8634/1355

- 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 Regions Bank recorded 11/24/2004 OR 5529/1139 together with Modification of Mortgage recorded 03/17/2006 OR 5863/1329.
- 4. Taxes:

Taxes for the year(s) 2021-2023 are delinquent.

Tax Account #: 01-0095-078 Assessed Value: \$75,000.00

**Exemptions: NONE** 

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

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

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

### PERDIDO TITLE & ABSTRACT, INC.

#### PROPERTY INFORMATION REPORT

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

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

Pensacola, FL 32591 CERTIFICATION: TITLE SEARCH FOR TDA TAX DEED SALE DATE: MAR 5, 2025 TAX ACCOUNT #: 01-0095-078 **CERTIFICATE #:** 2022-4 In compliance with Section 197.522, Florida Statutes, the following is a list of names and addresses of those persons, firms, and/or agencies having legal interest in or claim against the above-described property. The above-referenced tax sale certificate is being submitted as proper notification of tax deed sale. YES NO Notify City of Pensacola, P.O. Box 12910, 32521 Notify Escambia County, 190 Governmental Center, 32502 Homestead for 2023 tax year. **EDDIE C SILER** REGIONS BANK 9461 EMERALD COAST PKWY WEST **DOD 1G UNIT 61256** APO AE 09309-1256 **DESTIN FL 32550 REGIONS BANK** 

REGIONS BANK
2 NE EGLIN PKWY
FT WALTON FL 32548

Milalphil

Certified and delivered to Escambia County Tax Collector, this 21st day of November, 2024.

PERDIDO TITLE & ABSTRACT, INC.

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

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

#### PROPERTY INFORMATION REPORT

November 22, 2024 Tax Account #:01-0095-078

# LEGAL DESCRIPTION EXHIBIT "A"

LOT 21 BLK B MACKY BLUFFS PB 17 P 18/18A OR 7097 P 1286

**SECTION 03, TOWNSHIP 1 S, RANGE 29 W** 

TAX ACCOUNT NUMBER 01-0095-078(0325-01)

Recorded in Public Records 10/7/2021 8:53 AM OR Book 8634 Page 1355, Instrument #2021110315, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00 Deed Stamps \$616.00

THIS INSTRUMENT PREPARED BY AND RETURN TO:

Surety Land Title of Florida, LLC 2600 N. 12th Avenue PENSACOLA, FL 32503 Property Appraisers Parcel Identification (Folio) Number: 0318291100210001

### WARRANTY DEED

SPACE ABOVE THIS LINE FOR RECORDING DATA THIS WARRANTY DEED, made the day of September, 2021 by William T. Colombo and Kathleen R. Colombo, husband and wife, whose post office address is herein called the grantors, to Eddie C. Siler, a single person whose post office address is 10016 Unit 41250 AFC, AE 09309 - 12510 hereinafter called the Grantee: (Wherever 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) WITNESSETH: That the grantors, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in ESCAMBIA County, State of Florida, viz.: Lot 21, Block B, Macky Bluffs Subdivision, according to the plat thereof, recorded in Plat Book 17, Pages 18 and 18A, of the Public Records of Escambia County, Florida. Subject to easements, restrictions and reservations of record and taxes for the year 2021 and 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 grantors hereby covenant with said grantee that the grantors are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land, and hereby warrant 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, 2020. IN WITNESS WHEREOF, the said grantors have signed and sealed these presents the day and year first above Signed, sealed and delivered in the presence T. Colonglo Witness #2 Printed Name STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me by means of (\_) physical presence or (\_) online notarization this 2/3 day of September, 2021 by William T. Colombo and Kathleen R. Colombo who are personally known to me or have produced 1) KINKS | CENSE as identification. **SEAL** Jeffery Phelips Notary Public State of Florida Notary Public Commission No.GG 231716 Commission Expires: August 23, 2023 Printed Notary Name

File No.: 2115086P

My Commission Expires:

245.00 245.00

WHEN RECORDED MAIL TO:
REGIONS BANK
SANDESTIN
9461 EMERALD COAST PARKWAY WEST
DESTIN, FL 32550

DR BK 5529 PG1139 Escambia County, Florida INSTRUMENT 2004-305117

NTG DOC STANDS PD & ESC CD & 245.00 11/24/04 ERNIE LEE MAGRIKA, CLERK

INTANGIBLE TAX PD @ ESC CO \$ 140.00 11/24/04 ERNIE LEE WAGAHA, CLERK

RE1242BRO-04

This Mortgage prepared by:

Name: YVONNE BEYERS Company: REGIONS BANK Address: 9461 EMERALD COAST PARKWAY WEST, DESTIN, FL 32550



\*DOC48500005221228479001000000\*

#### MORTGAGE

THIS MORTGAGE dated November 17, 2004, is made and executed between PAUL D BROOKS, AN UNMARRIED MAN, whose address is 1320 N 9TH AVE, PENSACOL, FL 32503-0000 (referred to below as "Grantor") and REGIONS BANK, whose address is 9461 EMERALD COAST PARKWAY WEST, DESTIN, FL 32550 (referred to below as "Lender").

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

Lot 21, Block B, Macky Bluffs Subdivision, According To The Plat Recorded In Plat Book 17, At Page 18 And 18A In The Public Records Of Escambia County, Florida.

The Real Property or its address is commonly known as LOT 21 BLOCK B MACKY BLUFFS SUBDIVISION, PENSACOLA, FL 32503.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDESTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$70,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

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

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

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

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws. (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant; contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property to make such inspections and tests, at Grantor's due diligence in investigating the Property for Hazardous

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liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

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

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

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

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

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

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

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

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

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

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgages clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

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

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LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

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

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

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

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

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

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

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

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

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

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

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

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

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

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

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

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

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

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

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for

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the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

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

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any related

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the velidity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired

insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within fifteen (15) days; or (2) If the cure requires more than fifteen (15) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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

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

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

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

Appoint Receiver. In the event of a suit being instituted to foreclose this Mortgage, Lender shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of any or all of the Property, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source. The parties agree that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases. Such appointment shall be made by the court as a matter of strict right to Lender and without notice to Grantor, and without reference to the adequacy or inadequacy of the value of the Property, or to Grantor's solvency or any other party defendant to such suit. Grantor hereby specifically waives the right to object to the appointment of a receiver and agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to Lender, and consents to the appointment of any officer or employee of Lender as receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver. Appoint Receiver. In the event of a suit being instituted to foreclose this Mortgage, Lender shall be entitled to apply at any time

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

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

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

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

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

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

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

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

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

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

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

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

Arbitration. Grantor and Lender agree that all disputes, claims and controversies between them whether individual, joint, or class in nature, arising from this Mortgage or otherwise, including without limitation contract and tort disputes, shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed, upon request of either party. No act to take or dispose of any Property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes, without limitation, obtaining injunctive relief or a temporary restraining order; invoking a power of sale under any deed of trust or mortgage; obtaining a writ of attachment or imposition of a receiver; or exercising any rights relating to personal property, including any disposing of such property with or without judicial process pursuant to Article 9 of the Uniform Commercial Code. Any disputes, claims, or controversies concerning the lawfulness or reasonableness of any act, or exercise of any right, concerning any Property, including any claim to rescind, reform, or otherwise modify any agreement relating to the Property, shall also be arbitrated, provided however that no arbitrator shall have the right or the power to enjoin or restrain any act of any party. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction. Nothing in this Mortgage shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in any action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

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

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

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage 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 Mortgage 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 Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, 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.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

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

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

#### MORTGAGE (Continued)

Loan No: 05221228479001

Page 6

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

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

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. 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. and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means PAUL D BROOKS and includes all co-signers and co-makers signing the Note.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default

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

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

Grantor. The word "Grantor" means PAUL D BROOKS.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note

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

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

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage. provision of this Mortgage.

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

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

Note. The word "Note" means the promissory note dated November 17, 2004, in the original principal amount of \$70,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.

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

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

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

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

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

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS. GRANTO PAUL D BROOKS WITNESSES! Moore Warla R. Willaws Darla R. Willows

LASER PRO Lending, Ver. 6.24.10.102 Copr. Hartand Financial Solutions, Inc. 1997, 2004. All Rights Reserved. - FL J:LAPPS\LPVINICF\LP\LG03.FC TR-004170013915 PR-BR04

RCD Nov 24, 2004 09:08 am Escambia County, Florida ERNIE LEE MAGAHA Clerk of the Circuit Court INSTRUMENT 2004-305117 WHEN RECORDED MAIL TO: Regions Loan Servicing Release P O Box 4897 Montgomery, AL 36103

This Modification of Mortgage prepared by:

Name: SUSAN J FOWLER Company: REGIONS BANK Address: 2 NE EGLIN PARKWAY, FT. WALTON, FL 32548



#### **MODIFICATION OF MORTGAGE**

RECEIVED MAR 1 3 2006



THIS MODIFICATION OF MORTGAGE dated December 19, 2005, is made and executed between PAUL D BROOKS, whose address is 319 MERCEDES AVE, PANAMA CITY, FL 32514; AN UNMARRIED MAN (referred to below as "Grantor") and REGIONS BANK, whose address is 2 NE EGLIN PARKWAY, FT. WALTON, FL 32548 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated November 17, 2004 (the "Mortgage") which has been recorded in ESCAMBIA County, State of Florida, as follows:

Recorded 11-17-2004 in Book 5529, Page 1139, Escambia County, FL.

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

LOT 21 BLOCK B MACKY BLUFFS SUBDIVISION, ESCAMBIA COUNTY, FL.

The Real Property or its address is commonly known as LOT 21 BLOCK B MACKY BLUFFS SUBDIVISION, PENSACOLA, FL 32514.

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

Extending maturity date. 12/19/06

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

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED DECEMBER 19, 2005.

N.

X // PAUL D BROOKS

WITNESSES:

GRANTOR:

# **MODIFICATION OF MORTGAGE** Loan No: 05200204000012955 (Continued) Page 2 LENDER: REGIONS BANK INDIVIDUAL ACKNOWLEDGMENT ) SS The foregoing instrument was acknowledged before me this by PAUL D BROOKS, AN UNMARRIED MAN, who is personally known as identification and did / did not take an oath. (Signature of Person Taking Acknowledgment) (Name of Acknowledger Typed, Printed or Stamped) SUSAN J. FOWLER MY COMMISSION # DD 186204 EXPIRES: March 22, 2007 Bonded Thru Notary Public Underwriters (Title or Rank) (Serial Number, if any) LENDER ACKNOWLEDGMENT ) SS as identification and did / gid not take an oath. trucia 1 NUKKE of Person Taking Acknowledgment) Patricia miller (Name of Acknowledger Typed, Printed or Stamped)

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(Title or Rank)

(Serial Number, if any)

PATRICIA MILLER
MY COMMISSION # DD 376537
EXPIRES: December 2, 2008
Bonded Thru Notary Public Underwriters

BK: 5863 PG: 1331 Last Page

#### SCHEDULE "A"

THE FOLLOWING DESCRIBED LAND, TO-WIT: LOT 21, BLOCK B, MACKY BLUFFS SUBDIVISION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 17, AT PAGE 18 AND 18A IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

BEING THE SAME PROPERTY CONVEYED TO PAUL D. BROOKS, A SINGLE MAN BY DEED FROM MACKY BLUFFS REAL ESTATE COMPANY RECORDED 11/24/2004 IN DEED BOOK 5529 PAGE 1136, IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

TAX ID# 01 0095 078