

CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

Part 1: Tax Deed	Appli	ication Inform	nation						
Applicant Name Applicant Address	TESC PO B	HMF FL A, LLC TESCO CUSTODIAN PO BOX 30538 TAMPA, FL 33630-3538				Application date		Apr 30, 2024	
Property description	SCHUCHARD WALLCE J SCHUCHARD DEBRA ANN 6223 SCHWAB DR PENSACOLA, FL 32504 6223 SCHWAB DR 03-3316-105 BEG NE COR OF LT 6 BLK C ABB S/D PB 1 P 82 S ALG E LI OF LT 6 100 FT FOR POB CONT S ALG E LI OF LT 6 (Full legal attached.)					Certificate #		2022 / 1334	
								06/01/2022	
Part 2: Certificat	es Ov	ned by Appl	icant an	d Filed w	ith Tax Deed	Applica	ition		
Column 1 Certificate Numbe	er	Column 2 Date of Certificate Sale		Column 3 Face Amount of Certificate			Column 4 Interest	Column 5: Total (Column 3 + Column 4)	
# 2022/1334		06/01/2022		1,487.60		74.38		1,561.98	
	I			.			→Part 2: Total*	1,561.98	
Part 3: Other Ce	rtifica	tes Redeeme	d by Ap	plicant (C	ther than Co	unty)			
Column 1 Certificate Number	Da	Column 2 ate of Other rtificate Sale	Colu Face A	umn 3 mount of Certificate	Column 4 Tax Collector's I		Column 5 Interest	Total (Column 3 + Column 4 + Column 5)	
#/							Part 3: Total*	0.00	
Part 4: Tax Colle	ector	Certified Am	ounts (Li	ines 1-7)					
1. Cost of all cert	an an that a second second				r certificates rec (*	leemed I Total of I	oy applicant Parts 2 + 3 above	1,561.98	
2. Delinquent tax	es paio	d by the applica	int	. ,				0.00	
3. Current taxes	paid by	the applicant						0.00	
4. Property information report fee					200.00				
5. Tax deed appl	ication	fee						175.00	
6. Interest accrue	ed by ta	ax collector und	ler s.197.5	42, F.S. (s	ee Tax Collecto	or Instruc	tions, page 2)	0.00	
						Total	Paid (Lines 1-6)	1,936.98	
7.									
						y informa	ation report fee, a	nd 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	t 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 h	here: Date of sale
	INSTRUCTIONS $+ \$/_{0} 25$

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 NE COR OF LT 6 BLK C ABB S/D PB 1 P 82 S ALG E LI OF LT 6 100 FT FOR POB CONT S ALG E LI OF LT 6 79.20 FT W PARL TO N LI OF LT 6 156 FT N ALG E LI OF LT 6 79.20 FT E PARL TO N LI OF LT 6 156 FT TO POB OR 8043 P 1279

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

Application Number: 2400880

To: Tax Collector of ESCAMBIA COUNTY, Florida

I, HMF FL A, LLC TESCO CUSTODIAN PO BOX 30538 TAMPA, FL 33630-3538,

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
03-3316-105	2022/1334	06-01-2022	BEG NE COR OF LT 6 BLK C ABB S/D PB 1 P 82 S ALG E LI OF LT 6 100 FT FOR POB CONT S ALG E LI OF LT 6 79.20 FT W PARL TO N LI OF LT 6 156 FT N ALG E LI OF LT 6 79.20 FT E PARL TO N LI OF LT 6 156 FT TO POB OR 8043 P 1279

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 HMF FL A, LLC TESCO CUSTODIAN PO BOX 30538 TAMPA, FL 33630-3538

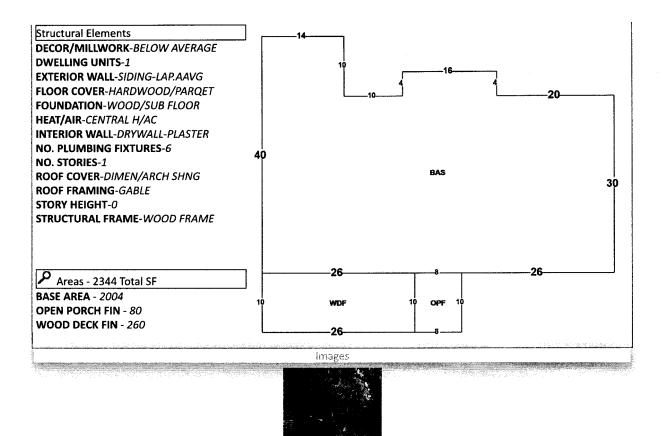
04-30-2024 Application Date

Applicant's signature

STATES OF THE STATES

Chris Jones Escambia County Property Appraiser

 Nav. Mode General Informa Parcel ID: 		Back
	Account O Parcel ID	Printer Friendly Versio
Parcel ID:	ition	Assessments
	321S301901036003	Year Land Imprv Total <u>Cap Val</u>
Account:	033316105	2023 \$10,640 \$102,910 \$113,550 \$105,12
Owners:	SCHUCHARD WALLCE J SCHUCHARD DEBRA ANN	2022 \$10,640 \$96,836 \$107,476 \$95,5 2021 \$10,640 \$76,244 \$86,884 \$86,8
Mail:	6223 SCHWAB DR	
	PENSACOLA, FL 32504	Disclaimer
Situs:	6223 SCHWAB DR 32504	
Use Code:	SINGLE FAMILY RESID 🔎	Tax Estimator
Taxing Authority:	COUNTY MSTU	File for Exemption(s) Online
Tax Inquiry: Tax Inquiry link c Escambia Count	Open Tax Inquiry Window courtesy of Scott Lunsford y Tax Collector	Report Storm Damage
Sales Data		2023 Certified Roll Exemptions
Sale Date E		Records None
	(New W	Vindow) Legal Description
02/28/2019 8	그는 것 같은 것 같	BEG NE COR OF LT 6 BLK C ABB S/D PB 1 P 82 S ALG E LI OF
Escambia Count	Inquiry courtesy of Pam Childers y Clerk of the Circuit Court and	LT 6 100 FT FOR POB CONT S ALG E LI OF LT 6 79.20 FT W
Comptroller		Extra Features
an a	and a second	None
Parcel Informati	on	Launch Interactive M
ection lap Id: 2-15-30	+ - -	156
pprox. creage: .3134 oned: P ADR vacuation Flood formation	N N	6. 2
creage: 3134 oned: P IDR vacuation Flood oformation	View Florida Department of Envi	で、 の、 ト



3/21/2019 12:00:00 AM

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

Last Updated:05/10/2024 (tc.5535)

Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2024036516 5/13/2024 3:24 PM OFF REC BK: 9145 PG: 1994 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That HMF FL A LLC holder of Tax Certificate No. 01334, 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:

BEG NE COR OF LT 6 BLK C ABB S/D PB 1 P 82 S ALG E LI OF LT 6 100 FT FOR POB CONT S ALG E LI OF LT 6 79.20 FT W PARL TO N LI OF LT 6 156 FT N ALG E LI OF LT 6 79.20 FT E PARL TO N LI OF LT 6 156 FT TO POB OR 8043 P 1279

SECTION 32, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 033316105 (0325-95)

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

WALLCE J SCHUCHARD and DEBRA ANN SCHUCHARD

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.



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: 033316105 Certificate Number: 001334 of 2022

Payor: DEBRA ANN SCHUCHARD 6223 SCHWAB DR PENSACOLA, FL 32504 Date 10/7/2024

Clerk's Check # Tax Collector Check # 1

1

Clerk's Total	\$531.24
Tax Collector's Total	\$2,262.83
Postage	\$100.00
Researcher Copies	\$0.00
Recording	\$10.00
Prep Fee	\$7.00
Total Received	\$2,911.07
	REduced
PAM CHILDERS Clerk of the Circuit	Court \$2311.40
Received By:	Upph

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 #:
 03-3316-105
 CERTIFICATE #:
 2022-1334

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: November 20, 2004 to and including November 20, 2024 Abstractor: Vicki Campbell

BY

Malater

Michael A. Campbell, As President Dated: November 22, 2024

PROPERTY INFORMATION REPORT CONTINUATION PAGE

November 22, 2024 Tax Account #: **03-3316-105**

1. The Grantee(s) of the last deed(s) of record is/are: DEBRA ANN SCHUCHARD AND WALLACE J. SCHUCHARD

By Virtue of Warranty Deed recorded 2/8/2019 in OR 8043/1279 ABSTRACTOR'S NOTE: DEED OUT OF JAMES E. SPINK IS AFTER HIS DATE OF DEATH ACCORING TO DEATH CERTIFICATE IN OR 7950/1013 - THERE IS AN AFFIDAVIT OF DELIVERY IN OR 8043/1330 BUT IT IS SIGNED BY THE GRANTEE DEBRA ANN SCHUCHARD. CORRECT TRUSTEES AT THE TIME OF RECORDING WERE DEBRA ANN SCHUCHARD AND GERALD DEAN SPINK ACCORDING TO CERTIFICATE OF TRUST RECORDED IN OR 8610/1566 SO WE HAVE INCLUDED GERALD DEAN SPINK FOR NOTICE.

- 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. NONE
- 4. Taxes:

Taxes for the year(s) NONE are delinquent. Tax Account #: 03-3316-105 Assessed Value: \$115,641.00 Exemptions: NONE

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

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

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

PERDIDO TITLE & ABSTRACT, INC. PROPERTY INFORMATION REPORT

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

Scott Lunsford Escambia County Tax Collector P.O. Box 1312 Pensacola, FL 32591 CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE:	MAR 5, 2025	
TAX ACCOUNT #:	03-3316-105	
CERTIFICATE #:	2022-1334	

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	
	\boxtimes	Notify City of Pensacola, P.O. Box 12910, 32521
	\boxtimes	Notify Escambia County, 190 Governmental Center, 32502
	\boxtimes	Homestead for <u>2023</u> tax year.

WALLA J SCHUCHARD AND DEBRA ANN SCHUCHARD AND DEBRA ANN SCHUCHARD AND GERALD DEAN SPINK AS TRUSTEES OF THE REVOCABLE LIVING TRUST OF JAMES E SPINK DATED JULY 25, 2011 OF JAMES 6223 SCHWAB DR PENSACOLA, FL 32504

GERALD DEAN SPINK TRUSTEES OF THE REVOCABLE LIVING TRUST OF JAMES E SPINK DATED JULY 25, 2011 6370 JUDKIN DR PENSACOLA, FL 32504

Certified and delivered to Escambia County Tax Collector, this 22nd day of November, 2024. PERDIDO TITLE & ABSTRACT, INC.

MACal at 4

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 #:03-3316-105

LEGAL DESCRIPTION EXHIBIT "A"

BEG NE COR OF LT 6 BLK C ABB S/D PB 1 P 82 S ALG E LI OF LT 6 100 FT FOR POB CONT S ALG E LI OF LT 6 79.20 FT W PARL TO N LI OF LT 6 156 FT N ALG E LI OF LT 6 79.20 FT E PARL TO N LI OF LT 6 156 FT TO POB OR 8043 P 1279

SECTION 32, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 03-3316-105(0325-95)

ABSTRACTOR'S NOTE: WE CAN NOT CERTIFY LEGAL AS WRITTEN ON TAX ROLL WITHOUT A CURRENT SURVEY. Recorded in Public Records 10/27/2011 at 10:09 AM OR Book 6779 Page 545, Instrument #2011075610, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$69.50 Deed Stamps \$0.70

> STATE OF FLORIDA COUNTY OF ESCAMBIA

....

WARRANTY DEED

Reserved for Recording Information

This Warranty Deed, made as of the date set forth below, by James E. Spink a/k/a James E. Spink, Jr., a/k/a James Edward Spink, a married man, whose mailing address is 5414 San Miguel Street, Milton, Florida 32583, Grantors, and James E. Spink, as Trustee of the Revocable Living Trust Agreement of James E. Spink Dated July 25, 2011", Grantee, whose mailing address is 5414 San Miguel Street, Milton, Florida 32583.

WITNESSETH THAT:

For and in consideration of Ten and 00/100 (\$10.00) Dollars, in hand paid by Grantees to Grantors at or before the execution, sealing and delivery hereof, and other good and valuable considerations, the receipt, adequacy and sufficiency of which are hereby acknowledged, Grantors have and do hereby grant, bargain, sell, and convey unto Grantees, their successors and assigns, all of Grantors' interest in and to that certain tract or parcel of real property lying and being in Escambia County, Florida, to-wit:

SEE ATTACHED EXHIBIT "A"- Real Property and SEE ATTACHED EXHIBIT "B"- Mobile Homes

hereinafter referred to as the "Property."

This Deed prepared without the benefit of title insurance, and the preparer herein makes no guarantee as to title.

THE PROPERTY DOES NOT CONSTITUTE THE HOMESTEAD OF THE GRANTOR NAMED HEREIN; NOR DOES IT ADJOIN THE HOMESTEAD OF THE GRANTOR; NOR DOES ANY MEMBER OF THE GRANTOR'S FAMILY RESIDE THEREON.

SUBJECT TO zoning, restrictions, prohibitions and other requirements imposed by governmental authorities; restrictions and matters appearing on the plat, if there is a recorded plat, or contained in any other instrument recorded in the public records; valid easements and mineral reservations of record affecting the property, if any, which are not hereby reimposed; and taxes for the current and subsequent years.

TOGETHER WITH all appurtenances, privileges, rights, interest, dower, reversions, remainders and easements thereunto appertaining;

TO HAVE AND TO HOLD, the Property with the following powers and for the following uses and purposes, to-wit:

1. The Trustee is vested with full rights of ownership over the Property and Trustee is specifically granted and given the power and authority to:

a) Protect and conserve the Property and the improvements located thereon and to pay the taxes assessed thereon;

b) Sell the Property, for cash or on credit, at public or private sale, to exchange the Property for other property and to grant options to sell the Property, and to determine the price and terms of sales, exchanges and options;

c) Execute leases and subleases for terms as long as 20 years, to subdivide or improve the Property and tear down or alter improvements, to grant easements, give consent and make contracts relating to the Property or its use and to release or dedicate any interest in the Property;

d) Borrow money and to mortgage, pledge or encumber any or all of the Property to secure payment thereof;

e) Manage control and operate the Property, to collect the rents, issues and profits, to pay all expenses thereby incurred, and in addition to manage and operate any business that may now or hereafter be operated and maintained on the Property, and in general, to exercise any powers authorized by the provisions of Chapter 737, Florida Statues, 1988;

f) The Trustee's liability hereunder, under the Trust Agreement or by operation of law to any person, firm or corporation is limited to the trust assets and the Trustee shall not become individually or personally obligated in any manner related thereto;

2. The Trustee shall hold the Property and make distributions of the Property or of the proceeds derived therefrom in accordance with the terms and conditions of that certain Revocable Living Trust Agreement Dated July 25, 2011.

3. No purchaser, grantee, mortgagee, lessee, assignee or any other person dealing with the Trustee need see to the application of any proceeds of any sales, lease, mortgage or pledge, but the receipt of the Trustee shall be a complete discharge and acquittance therefor. Any and all persons, including but not limited to grantees, mortgagees, lessees, transferees and assigns dealing with said Trustee need not inquire into the identification or status of any beneficiary under this deed or any collateral instrument nor inquire into or ascertain the authority of such Trustee to act in and exercise the powers granted by this deed or of adequacy or disposition of any consideration paid to the Trustee nor inquire into the provisions of said unrecorded Trust Agreement and any amendments thereto collateral hereto.

4. This conveyance is made in conformance with the provision of Section 689.071, Florida Statutes.

5. By its acceptance of this conveyance, the Trustee covenants and agrees to do and perform the duties, acts and requirements upon it binding.

6. Each and every power hereinabove set forth may be exercised by any Trustee. Any instrument executed by any Trustee or any act taken by any Trustee shall be binding upon the trust and all of the Trustees as fully and completely as if all Trustees had executed said instrument or taken said action.

7. Any Successor Trustee shall have all of the title, powers and discretion herein given to the Trustee, without any act of conveyance or transfer. A certificate signed by any Trustee or any Successor Trustee under this instrument and acknowledge by him/her before a Notary Public shall be conclusive evidence upon all persons and for all purpose of the facts stated in the certificate representing the terms of this instrument and the identity of the Trustees who from time to time are serving under it.

Grantors covenant that they are well seized of an indefeasible estate in fee simple in the said property, and have a good right to convey the same; that the property is free of liens or encumbrances, and that their heirs, administrators, executors, successors and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warranty and defend.

IN WITNESS WHEREOF, the undersigned have hereunto set their hand and seal this 25 day of October, 2011.

Signed, sealed and delivered in the presence of:

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James E. Spink

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Witness; 1 coll

STATE OF FLORIDA

COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this <u>25</u> day of October, 2011, by James E. Spink, who (<u>)</u> are personally known to me or (<u>)</u> have produced as identification.

Notary Public:



OBCARI J. LOCKLIN MY COMMISSION # DD 780907 EKPIRES: July 15, 2012 Bundlet Bru Bodget Hotery Sarvices

This Document Prepared By: Oscar J. Locklin Locklin & Saba, P.A. 6460 Justice Avenue Milton, Florida 32570 (850) 623-2500

File No: 1-929

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Pg. 1 of 4

EXHIBIT "A"

Parcel 1- Commonly known as: 2100 Spink Lane; and 6223 Schwab Drive (OR BOOK: 5886/PG. 1025):

Commence at the NE corner of Lot 6, Block C, Abb Subdivision, according to plat recorded in Plat Book 1 at Page 82 of the Public Records of Escambia County, Florida, thence South along east line of said Lot 6 for 100 feet to Point of Beginning; thence continue South along east line of Lot 6 for 79.2 feet; thence 47° 28' to the left for 16.7 feet, thence 89° 50' to the right for 213.95 feet, thence 90° 10' to the right for 31.35 feet, thence 47° 28' to the right for 227.8 feet, thence east parallel to the North line of lot 6 for 156.0 feet to the Point of Beginning.

PARCEL IDENTIFICATION NUMBER: 32-1S-30-1901-035-003 (PORTION OF)

Parcel 2- Commonly known as: 6217 Schwab Drive (OR BOOK: 2331/PG. 418); and 6219 Schwab Drive (OR BOOK: 5894/PG. 355- Includes 6217 Schwab Drive):

Begin at the intersection of the West line of the Skinner Mill Road (right of way 50 feet) and the North line of the Joseph Pintado Grant, thence run Northerly along the West line of the said road 1023.36 feet, thence Westerly at right angles 430 feet to the Point of Beginning; thence continue same course 100 feet; thence Northerly at right angles 117 feet; thence Easterly at right angles 100 feet, thence Southerly at right angles 117 feet to Point of Beginning, all lying and being in Section 32, Township 1 South, Range 30 West, Escambia County, Florida.

AND

Begin at the intersection of the West line of the Skinner Mill Road (Right of Way 59 feet) and the North line of the Joseph Pintado Grant; thence run Northerly along the West line of the said road 1023.36 feet; thence Westerly at right angles 430 feet to Point of Beginning; thence continue same course 230 feet; thence Northerly at right angles 117 feet; thence Easterly at right angles 230 feet; thence Southerly at right angles 117 feet to Point of Beginning, all lying and being in Section 32, Township 1 South, Range 30 West, Escambia County, Florida.

PARCEL IDENTIFICATION NUMBER: 32-15-30-1901-042-003; 32-15-30-1901-035-003 (PORTION OF)

Pg. 2 of 4

Parcel 3- Commonly known as: 6201 Schwab Drive (OR BOOK: 4284/PG. 1075):

From an iron rod at the easternmost corner of Lot 4, Block C, Section 32, Township 1 South, Range 30 West, ABB Subdivion, according to Plat recorded in Plat Book 1 at Page 82 of the public records of Escambia County, Florida, being a point in the northwesterly right-of-way line of Ninth Avenue, run south 42 degrees, 32 minutes west along said right-of-way line a distance of 117 feet to an iron rod; thence run north 47 degrees 28 minutes west a distance of 115 feet to the point of beginning; thence continue North 47 degrees 28 minutes west a distance of 60 feet to an iron rod; thence north 42 degrees 32 minutes east 117 feet to an iron rod in the northeasterly line of said Lot 4; thence run south 47 degrees 28 minutes east along said northeasterly line 60 feet; thence south 42 degrees 32 minutes west a distance of 117 feet to the point of beginning.

PARCEL IDENTIFICATION NUMBER: 32-1S-30-1901-046-003

Parcel 4- Commonly known as: 2091 Langley Avenue; 2093 Langley Avenue; 2095 Langley Avenue; 6225 Schwab Drive; 6227 Schwab Drive (OR BOOK: 4129/PG, 1180)

Begin at N-E Corner of Lot Six (6), Block C, Abb Subdivision, thence West along the North line of said Lot 6 for 156.0 fast; thence South parallel to the East line of said Lot 6 for 100 fest; thence East parallel to the North line of said Lot 6 for 156 feet; thence North along the East line of said Lot 6 for 100 feet to the point of beginning.

PARCEL IDENTIFICATION NUMBER: 32-1S-30-1901-060-003

(INTENTIONALLY LEFT BLANK)

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Pg. 3 of 4

Parcel 5- Commonly known as: 2100 Spink Lane and Easement (Portion of -OR BOOK: 2778/PG. 715):

Hercal 1: Commence at the Northeast corner of Lot 4, Block C, ABB Subdivision, a subdivision of a portion of Section 32, Township 1 South, Espe 30 Nest, Escenable County, Morids; according to plat of said subdivision, Plat Book 1 at Fage 82 of the Public Becombs County, Morids; according Florids, which is also the Foint of Intersection of the vesterly line of a 100 foot right-of-way of 91 Ave. (Kornerly moorn as Skinner Fark Boad) and the Southerly line of a 100 foot right-of-way it Southarly along the Nesterly right-of-way of said 9th Avenue for a distance of 117.00 feet; slong the line last run a distance of 120.00 feet for the Foint of Regiming; thence continue 100.00 feet; thence 90° to the left for a distance of 100.00 feet; thence 90° to the left for a distance of 100.00 feet to the point of beginning.

Partical 3: Commance at the Northeast corner of Lot 4, Elock C, ANN Subdivision, a subdivision of a portion of Section 32. Township 1 South, Range 30 Hest, Recemble County, Floride, according to plat of said mubdivision seconded in Flat Book 1 at Fage 52 of the Fublic Recently of Recention of Second and the Southerly line of a 100 foot for the said subdivision of the second of the Southerly line of a 100 foot for a state of the Southerly line of a 100 foot for a first second and the Southerly line of a distance of 100.00 feet; thence 90° to the laft for a distance of 100.00 feet; thence 90° to the laft for a distance of 100.00 feet; thence 90° to the laft for a distance of 100.00 feet; thence 90° to

Parcal 4: Commence at the Northeast corner of Lot 4, Block C, ABB Subdivision, a subdivision of a portion of Section 32, Tomship 1 South, Range 30 West, Escenthis County, Florids, according to plat of anid subdivision, Flat Book 1 at Fage 52 of the Public Escords of Recentia County, Florids, which is also the point of intersection of the westorly line of a 100 feet right-of-way of 9th Avenue (formarly Skinner Park Road) and the southerly line of a 100 feet right-of-way Southerly along the Westerly right-of-way of said 9th Avenue for a distance of 117.00 feet; thence 90° to the right a distance of 530.00 feet for the Point of Beginning; thence continue along the line last run a distance of 105.00 feet; thence 90° to the left for a distance of 100 feet; thence 90° to the left for a distance of 105.00 feet; thence 90° to the left for a distance of 100.00 feet to the point of beginning.

ALL OF THE ABOVE PARCELS 1-4, EACH TOGETHER WITH A NON-EXCLUSIVE RASHMENT DESCRIPTED AS FORLOWS:

A 13 foot non-exclusive lying 6.5 feet either side of the following described

Commence at the Mortheast corner of Lot 4, Block C, ABB Subdivision, a subdivision of a portion of Section 32, Tomahig 1 South, Bange 30 West, Escambia County, Florida, securit: to plat of said subdivision recorded in Flat Book 1 at Page 82 of the public records of Secambia County, Florida, which is also the point of intersection of the Mesterly line of a 100 foot right-of-way of 9th Avenue (formatly known as Stimmer Fack Boad) and the Southerly line of Schwab Erive and run Southerly along the Hasterly right-of-way line of said 9th Avenus a distance of 223:50 fast for the Paint of Section 90° right a distance of 635.00 feet to the Point of Termination of said essence and conterline.

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PARCEL IDENTIFICATION NUMBER: 32-1S-30-1901-035-003 (PORTION OF)

Parcel 6- Commonly known as: 2100 Spink Lane (Portion of -OR BOOK: 2675/PG. 243):

The East 98 Feet of the West 110 feet of the South100 feet of Lot 4, Block"C", ABB Subdivision, Escambia County, Florida, according to Plat filed in Plat Book 1 at page 82 of the public records of said County.

PARCEL IDENTIFICATION NUMBER: 32-1S-30-1901-035-003 (PORTION OF)

and the

Pg. 4 of 4

Parcel 7- Commonly known as: 2100 Spink Lane (Portion of -OR BOOK: 4257/PG, 1397);

The West 225 feet of the Mast 525 feet of the South 100 feet of Lot 4, Block "C", ABB SUBDIVISION, in Section 32, Township 1 South, Range 30 West, Escambia County, Florida, according to Plat of said subdivision recorded in Plat Book 1, Page 82 of the public records of said County, TOGETHER with a non-exclusive easement across the North 13 feet of the South 113 feet of the above said Lot 4, Block "C", ABB SUBDIVISION, for the right of ingress and egress to and from caption property.

PARCEL IDENTIFICATION NUMBER: 32-15-30-1901-035-003 (PORTION OF)

Parcel 8- Commonly known as: 2100 Spink Lane (OR BOOK: 4284/PG. 1078):

The West 12 feet of the West 110 feet of the South 160 feet of Lot 4, Block "C" ABB Subdivision, Escambia County, Florida and Lot 5, Block "C", ABB Subdivision, Section 32, Township 1 South, Range 30 West, as per plat recorded in Plat Book 1, at Page 82 of the records of Escambia County, Florida. 32 - 15 - 35 - 1951 - 035 - 505

PARCEL IDENTIFICATION NUMBER: 32-18-30-1901-035-003 (PORTION OF)

Parcel 9- Commonly known as: 2100 Spink Lane (OR BOOK: 6559/PG. 1542):

Commence at the Southeast corner of Lot 4, Block C, ABB Subdivision, Section 32, Township 1 South, Range 30 West, Escambia County, Florida; thence North 42 degrees 32 minutes East along the Northwesterly right of way line of 9th Avenue for a distance of 100 feet; thence North 47 degrees 28 minutes West and parallel to the Southwesterly boundary line of Lot 4, for a distance of 168.00 feet for the Point of Beginning; thence continue North 47 degrees 28 minutes West for a distance of 132.00 feet; thence parallel to the Northwesterly right of way line of 9th Avenue, South 42 degrees 32 minutes West for a distance of 100 feet; thence South 47 degrees 28 minutes East for a distance of 132.00 feet; thence North 42 degrees 32 minutes East for a distance of 100 feet to the Point of Beginning.

PARCEL IDENTIFICATION NUMBER: 32-18-30-1901-035-003 (PORTION OF)

Parcel 10- Commonly known as: 5608 Duval Street (OR BOOK: 3017/PG. 819):

Lots 18 through 27, inclusive, Block 6, CRESTVIEW SUBDIVISION, according to the Plat thereof as recorded in Plat Book 1, Page 13, of the Public Records of Escambia County, Florida.

PARCEL IDENTIFICATION NUMBER: 04-0073-500

Parcel 11- Commonly known as: 650 E 10 Mile Road (OR BOOK: 4447/PG. 245):

The East 218.65 feet of the West 437.3 feet Lot 17 of the subdivision of Section 23, Township 1 North, Range 30 West, Escambia County, Florida, according to the plat thereof recorded in Deed Book 102, Page 111 of the Public Records of said County. TOGETHER WITH THE ATTACHED LIST OF MOBILE HOMES.

PARCEL IDENTIFICATION NUMBER: 23-1N-30-1200-007-017

EXHIBIT "B"

MOBILE HOME LISTINGS

	YEAR	MAKE	ТҮРЕ	ID#	
1	1969	NEWM	MOBILE HOME	710697	
2	1972	BOWE	MOBILE HOME	1671	
3	2004	VESP	MOBILE HOME	ZAPM198F245010130	
4	1966	ATLA	MOBILE HOME	6843	
5	1970	CHAM	MOBILE HOME	0409646308	
6	1974	TAYL	MOBILE HOME	G865123FK70561	
7	1971	WINT	MOBILE HOME	WA110320	7
8	1974	SHAN	MOBILE HOME	7416764	
9	1972	BRDA	MOBILE HOME	16D202MS4547	-
10	1967	ARMO	MOBILE HOME	FGAFXCMG3406	
11	1972	5THA	MOBILE HOME	23286	
12	1984	ТАНО	MOBILE HOME	FS61S143FB2102GA	
13	1965	KENT	MOBILE HOME	K4484	
14	1969	PRIN	MOBILE HOME	3218093	
15	1973	AMER	MOBILE HOME	GC070582	
16	1963	ARTC	MOBILE HOME	6256A1927	
17	1964	FRON	MOBILE HOME	4500472	-
18	1963	ELCA	MOBILE HOME	2171191	
19	1966	CULL	MOBILE HOME	1277670	
20	1973	SEAB	MOBILE HOME	5212275E9	
21	1968	SKYL	MOBILE HOME	6012BG360B	
22	1978	CARI	MOBILE HOME	K857815	
23	1960	MAGN	MOBILE HOME	M2538818	
24	1971	WEST	MOBILE HOME	P-66	
25	2004	HOND	MOBILE HOME	JH2AF580X4K100595	
26	1996	STRV	MOBILE HOME	1SABSO2JOT1TD0220	
27	1964	AMER	MOBILE HOME	G53308M	
28	1960	MAGN	MOBILE HOME	M2538818	_
29	1985	BAND	MOBILE HOME	41068183	
30	1956	LIBE	MOBILE HOME	LS22041	
31	1969	HILL	MOBILE HOME	1459	
32	1969	NBLT	MOBILE HOME	N1153	
33	1968	SAFE	MOBILE HOME	8521164	
34	1972	TIFF	MOBILE HOME	46123819	
35	1965	HILL	MOBILE HOME	47X2036F	
36	1967	NEWM	MOBILE HOME	704315	
37	1969	ECON	MOBILE HOME	E6961192	

Recorded in Public Records 2/8/2019 8:43 AM OR Book 8043 Page 1279, Instrument #2019011869, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$0.70

WARRANTY DEED

THIS INDENTURE, made this $2\sqrt{2}$ day of February, 2018 A.D., between JAMES E. SPINK, as trustee of the revocable living trust agreement of JAMES E. SPINK, dated July 25, 2011, as Grantor; and DEBRA ANN SCHUCHARD and WALLACE J. SCHUCHARD, husband and wife, whose address is 6223 Schwab Drive, Pensacola, FL 32504, as Grantee.

WITNESSETH that the Grantor, for and in consideration of the sum of TEN & NO/100 (\$10.00) dollars, and other good and valuable consideration to Grantor in hand paid by 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 the county of Escambia, State of Florida, to-wit: Legal Description:

PARCEL 1: (PREPARED AT CLIENTS REQUEST) COMMENCE AT THE NE CORNER OF LOT 6, BLOCK C, ABB SUBDIVISION, ACCORDING TO PLAT RECORDED IN PLAT BOOK 1 AT PAGE 82 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 6 FOR 100 FEET TO POINT OF BEGINNING; THENCE CONTINUE SOUTH ALONG EAST LINE OF LOT 6 FOR 79.2 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID LOT 6 FOR 156.00'; THENCE NORTH PARALLEL TO THE EAST LINE OF SAID LOT 6 FOR 79.2 FEET; THENCE WORTH PARALLEL TO THE TO THE NORTH LINE OF SAID LOT 6 FOR 79.2 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 6 FOR 156.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.28 ACRES, MORE OR LESS.

The above-described property is not the homestead of the Grantor.

The Grantor does hereby fully warrant the title to said land and will defend the same against lawful claims of all BK: 8043 PG: 1280 Last Page

persons whomsoever, except taxes for the year 2018 and thereafter and easements and restrictions of record.

IN WITNESS WHEREOF, the Grantor JAMES EDWARD SPINK, JR. has hereunto set his hand and seal the day and year first above written.

JAMES E. SPINK, as trustee of the revocable living trust agreement of JAMES E. SPINK, dated July 25, 2011, Grantor

Signed, sealed, and delivered in our presence:

Witness One (Sign) Witness One (Print Witness Two (Sign) shelley (10~)

Witness Two (Print)

STATE OF FLORIDA COUNTY OF ESCAMBIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JAMES E. SPINK, as trustee of the revocable living trust agreement of JAMES E. SPINK, dated July 25, 2011, who is personally known to me or who has shown valid identification, who is named Grantors in the following instrument, and that he acknowledged executing the same, in the presence of two subscribing witnesses.

WITNESS my hand and official seal this the $\frac{\partial \mathcal{I}^{\mathfrak{I}}}{\partial \mathcal{I}}$ day of February, 2018.

STEPHEN M. GUTTMANN^{Seal)} Notary Public, State of Florida My Commission No. FF 941287 My Commission Expires 02/13/20

This Document Prepared By: STEPHEN M. GUTTMANN, Esquire 314 South Baylen Street, Suite 203 Pensacola, FL 32502 (All information provided by Grantee, without titlework).

NOTARY PUBLIC

My Commission Expires:

2/2

AFFIDAVIT

STATE OF FLORIDA COUNTY OF ESCAMBIA

On this day personally appeared before me, the undersigned officer duly authorized to administer oaths and take acknowledgments, DEBRA ANN SCHUCHARD, who, after being by me first duly cautioned and sworn, upon oath, deposes, and states the following:

 This affidavit is made with respect to the followingdescribed property:

PARCEL 1: (PREPARED AT CLENTS REQUEST) COMMENCE AT THE NE CONNER OF LOT 6, BLOCK C, ASB SUBDIVISION, ACCORDING TO PLAT RECORDS OF ESCAMBLA COUNTY, FLORIDA, PAGE 82 OF THE PUBLIC RECORDS OF ESCAMBLA COUNTY, FLORIDA, THENCE SOUTH ALONG THE EAST LINE OF SAID LOT 6 FOR 100 FEET TO POINT OF BEGINNING; THENCE CONTINUE SOUTH ALONG EAST LINE OF LOT 6 FOR 70.2 FEET; THENCE WEST PARALLEL TO THE NORTH LINE OF SAID LOT 6 FOR 156.00'; THENCE MORTH PARALLEL TO THE EAST LINE OF SAID LOT 6 FOR 70.2 FEET; THENCE EAST PARALLEL TO THE NORTH LINE OF SAID LOT 6 FOR 186.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.28 ACRES, MORE OR LESS.

- The Revocable Living Trust Agreement of James E. Spink, dated July 25, 2011, has been in full force and effect since July 25, 2011 and during the period of ownership of the real property described herein.
- 3. That on February 21, 2018, James E. Spink was the duly-appointed and acting trustee of the abovementioned trust.
- 4. That on February 21, 2018, James E. Spink executed a deed, transferring the above-named property to Debra Ann Schuchard and Wallace J. Schuchard, husband and wife.
- 5. That immediately after February 21, 2018 and during February of 2018, James E. Spink, trustee, delivered the above-mentioned deed to Debra Ann Schuchard and Wallace J. Schuchard, husband and wife.
- 6. That due to inadvertence, the grantees did not record the above-named deed at that point in time.

7. That as the public records reflect, that James E. Spink passed before the recording of the deed.

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- 8. That pursuant to the terms of the deed from James E. Spink to the trust, the trustee has the power to transfer real property.
- 9. That the terms of the trust itself, in fact, gives the trustee the power to transfer real property.

DEBRA ANN SCHUCHARD

The foregoing instrument was sworn to and subscribed before me this finday of <u>February</u>, 2019, by DEBRA ANN SCHUCHARD, who is <u>personally known to me</u> or who has produced _________ as identification.

(Notary Seal)

Whilly

STEPHEN M. GUTTMANN Notary Public, State of Florkie My Commission No. FF 941287 My Commission Expires 02/13/20

NOTĂRY PUBLIC My Commission Expires:

Certification of Trust Pursuant to Florida Trust Code 736.1017

The undersigned hereby declare the following to be true and correct:

1. The Living Trust Agreement of James E. Spink is currently in existence and was executed on July 25, 2011.

2. The Grantor is James E. Spink. The Trust is irrevocable due the death of the Grantor.

3. The Employee Identification Number for the Trust is

4. The names and addresses of the currently acting trustees are:

Debra Ann Schuchard, 6223 Schwab Drive, Pensacola, Florida 32504;

Gerald Dean Spink, 6370 Judkin Drive, Pensacola, Florida 32504.

5. The powers of the Trustees include the power to acquire, sell, assign, convey, pledge, encumber, lease, borrow, manage and deal with all real and personal property interests held in the name of the trust.

Additional powers are listed in Section 2.01 of Article II of the trust instrument, a copy of said section 2.01 is attached to this Certification of Trust.

Excerpts from the trust instrument that establish the trust and set forth the administrative powers of the Trustee will be provided upon request.

6. The trust is irrevocable.

7. The trust does have multiple trustees. The signatures of all of the trustees are required to exercise the powers of the trust.

8. Title to trust assets should be taken in the following fashion:

Debra Ann Schuchard and Gerald Dean Spink, Trustees of the Living Trust Agreement of James E. Spink dated July 25, 2011, and any amendments thereto.

For titling purposes, any description referring to the trust is effective if it includes the name of the trust, the name of at least one trustee, and any reference indicating property is being held by the trustee in a fiduciary capacity.

Certification of Trust for the Living Trust Agreement of James E. Spink Page 1

LOCKLIN, SABA, LOCKLIN & JONES, P.A., 4557 CHUMUCKLA HIGHWAY, PACE, FLORIDA 32571 § (850) 995-1102

9. The undersigned trustees declare that the trust has not been revoked, modified, or amended in any manner which would cause the representations contained in this certification to be incorrect.

10. Pursuant to the provisions of Section 736.1017(2) of the Florida Trust Code, a certification of trust may be signed by any Trustee.

11. Pursuant to the provisions of Section 736.1017(4) of the Florida Trust Code, a certification of trust need not contain the dispositive terms of the trust.

12. Pursuant to the provisions of Section 736.1017(5) of the Florida Trust Code, a recipient of a certification of trust may require the trustee to furnish copies of any excerpts from the original trust instrument and later amendments that designate the trustee and confer upon the trustee the power to act in the pending transaction. A copy of Section 1.04.A. is attached to this Certification of Trust.

13. Pursuant to the provisions of Section 736.1017(6) of the Florida Trust Code, a person who acts in reliance on a certification of trust without knowledge that the representations contained in the certification are incorrect is not liable to any person for so acting and may assume without inquiry the existence of the facts contained in the certification.

14. Pursuant to the provisions of Section 736.1017(7) of the Florida Trust Code, a person who in good faith enters into a transaction in reliance on a certification of trust may enforce the transaction against the trust property as if the representations contained in the certification were correct.

This certification is being signed by all of the currently acting trustees and is being executed in conformity with the provisions of Florida Trust Code Chapter 736 Section 1017.

Dated this AUGUST 30,202

Debra Ann Schuchard, Trustee

Gerald Dean Spink, Trustee

Certification of Trust for the Living Trust Agreement of James E. Spink Page 2 LOCKLIN, SABA, LOCKLIN & JONES, P.A., 4557 CHUMUCKLA HIGHWAY, PACE, FLORIDA 32571 [(850) 995-1102 STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed, and acknowledged before me by means of [X] physical presence or [] online notarization this 30th day of August, 2021, by Debra Ann Schuchard and Gerald Dean Spink, as Trustees of The Revocable Living Trust Agreement of James E. Spink, dated July 25, 2011, who are personally known to me or (X) have produced a driver's license as identification.

Y____ NOTARY PUBLIC My Commission Expires: 01-

[NOTARIAL SEAL]



GREGORY P. FAYARD Notary Public, State of Florida My Comm. Expires Jan. 5, 2024 Commission No. 60943223

ARTICLE II - TRUSTEE POWERS

2.01 GENERAL BROAD POWERS.

The Trustec shall have power and authority to do any act or thing reasonably necessary or advisable for the proper administration and distribution of each Trust created by this agreement, and all of the powers of the Trustee, including those hereinafter enumerated, shall be exercised solely in a fiduciary capacity. Except as may be otherwise expressly directed or required by this agreement, and in extension but not in limitation of the powers provided by applicable law, each Trustee, independent of any other Trustee, shall have full power and authority as to any properties, real, personal or mixed, at any time comprising a part of any Trust hereunder and without the necessity of notice to or license or approval of any court or person during the term of such Trust and for purposes of division and distribution of such Trust after its termination, in the Trustee's continuing sole discretion. Said powers include, but are not limited to:

A. To retain such property regardless of whether it is of the class or diversification authorized by law for the investment of Trust funds, and to abandon such property or any interest in it as may be deemed advisable.

B. To sell any such property, real or personal, at such times and upon such terms and conditions, including credit, as may be deemed advisable at public or private sale, and to exchange, grant options on, or otherwise dispose of such property as may be deemed advisable, including the authority and power to make such sale or disposition to any beneficiary hereunder.

C. To enter into a lease for any purpose as Lessor or Lessee for such period of time and to grant such options for renewal or purchase as may be deemed advisable even though such term may extend beyond the term of any Trust created hereunder.

D. To borrow money from any lender (including the Trustee), as may be necessary to pay taxes or for such other purposes as may be deemed advisable, and to give notes or bonds for the sums borrowed and to encumber, mortgage or pledge any property held hereunder and to loan money to any person or entity including a beneficiary hereunder, upon such terms and conditions, with or without security, and for such purposes as the Trustee may deem advisable.

E. To abandon, compromise, arbitrate or otherwise deal with and settle claims in favor of or against any Trust created hereunder as may be deemed advisable.

F. To conservatively invest and reinvest in property of any character, real or personal, however, preferably in certificates of deposit that are federally insured, and to exercise all powers required to fully manage any investments.

G. To employ counsel, accountants and agents deemed advisable by the Trustee and to pay them reasonable compensation.

Certification of Trust for the Living Trust Agreement of James E. Spink

Page 4

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II. To make distributions in cash or in kind, or partly in cash and partly in kind and to divide, partition, allocate or distribute particular assets or undivided interests therein, without any obligation to make proportionate distributions or to distribute to all beneficiaries properly having an equivalent income tax basis and to value such property to the extent permitted by law.

I. To accept and add to the principal of any Trust created hereunder additional property received from any source.

J. To exercise all of the powers and discretions granted herein, even after the termination of any Trust created hereunder, until the final distribution of all property.

K. To enter into any transaction with the Personal Representative of the Grantor's estate or a Trustee under any instrument to the same extent as with any other person, even though the Personal Representative and a Trustee may be of the same entity as the Trustee hereunder.

L. To do all such acts and exercise all such rights and privileges, although not specifically listed hereunder, which the Trustee deems necessary or advisable for the proper and advantageous management, investment and distribution of any Trust created hereunder, and to make, execute and deliver any instruments or agreements binding any such Trusts.

1.04 SUCCESSOR TRUSTEE

A. <u>Appointment of Successor Trustee</u>. Grantor appoints Debra Ann Schuchard and Gerald Dean Spink to serve as successor Co-Trustees. If either Debra Ann Schuchard or Gerald Dean Spink is unavailable, unwilling, or unable to serve as Co-Trustee, Grantor appoints the following individuals to serve as Co-Trustee, in the order listed:

Wallace Schuchard

Melody Spink

There must always be two Co-Trustees serving. If all of the persons appointed above are unavailable, unwilling, or unable to serve for any reason, a majority of the current Qualified Beneficiaries shall appoint a successor Co-Trustee. I hereby direct that the above-named Trustees be permitted to serve without being required to give any bond or other security.