

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

Part 1: Tax Dee	d App	olication Infor	mation		1	ing California		
Applicant Name Applicant Address	РО	KEYS FUNDING LLC - 2022 PO BOX 71540 PHILADELPHIA, PA 19176-1540			Applic	ation date	Apr 22, 2024	
Property description	ROLIN BRIAN D &			Certificate # Date certificate issued		2022 / 1653		
						06/01/2022		
Part 2: Certifica		The second second second			idh Tav Daad	A		
Column 1 Certificate Numb		Columi Date of Certific	ı 2	C	column 3	VENIC	Column 4	Column 5: Total (Column 3 + Column 4)
# 2022/1653		06/01/20	022		2,903.23		145.16	3,048.39
						I	→Part 2: Total*	3,048.39
Part 3: Other Ce	ertifica	ates Redeeme	d by Ap	plicant (C	Other than Co	unty)		
Column 1 Certificate Number	Column 2 Column 3		Column 4 Tax Collector's F	-ee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)		
# /								
					•		Part 3: Total*	0.00
Part 4: Tax Coll	ector	Certified Am	ounts (Li	ines 1-7)				
Cost of all cer	tificate	s in applicant's	possessio	n and othe	r certificates red (*1	eemed Total of	by applicant Parts 2 + 3 above)	3,048.39
2. Delinquent tax	ces pai	d by the applica	nt					0.00
3. Current taxes	paid b	y the applicant						0.00
4. Property inform	mation	report fee						200.00
5. Tax deed app	lication	fee						175.00
6. Interest accrue	ed by t	ax collector und	er s.197.5	42, F.S. (s	ee Tax Collecto	r Instruc	ctions, page 2)	0.00
7.						Tota	i Paid (Lines 1-6)	3,423.39
certify the above i	nforma	ition is true and the property info	the tax ce	rtificates, in	nterest, property attached.	inform	ation report fee, an	d tax collector's fees
D	//						Escambia, Florida	3
Sign here:	ature T	ax Collector or Desig	Inge .			Da		
				O			e Instructions on Page	

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

Pai	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	ere: Date of sale 04/02/2025 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.

BEG AT INTER OF W LI OF UNITED GAS PIPE LINE CO R/W AND N LI OF MICHIGAN AVE S 71 DEG W ALG N R/W LI 400 FT N 21 DEG 20 MIN W 10 17/100 FT FOR POB CONTINUE SAME COURSE 153 35/100 FT S 71 DEG W 100 FT S 21 DEG 20 MIN E 146 65/100 FT ELY 100 50/100 FT TO POB OR 8392 P 1598

APPLICATION FOR TAX DEED

512 R. 12/16

Section 197.502, Florida Statutes

To: Tax Collector of <u>ESCAMBIA COUNTY</u>, Florida

Application Number: 2400606

Account Number	Certificate No.	Date	Legal Description
04-1859-000	2022/1653	06-01-2022	BEG AT INTER OF W LI OF UNITED GAS PIPE LINE CO R/W AND N LI OF MICHIGAN AVE S 71 DEG W ALG N R/W LI 400 FT N 2° DEG 20 MIN W 10 17/100 FT FOR POB CONTINUE SAME COURSE 153 35/100 FT S 71 DEG W 100 FT S 21 DEG 20 MIN E 146 65/100 FT ELY 100 50/100 FT TO POB OR 8392 P 1598
agree to:	•		
pay any current taxes redoom all cutetanding	•		
pay all delinquent and	g tax certificates plus		
	fees, property informa		Clerk of the Court costs, charges and fees, and
ttached is the tax sale certific thich are in my possession.	ate on which this appli	cation is based and	all other certificates of the same legal description
Electronic signature on file			
(EYS FUNDING LLC - 2022)			
PO BOX 71540 PHILADELPHIA, PA 19176	-1540		
			<u>04-22-2024</u> Application Date
A P	s signature		, ippiisation bato



Real Estate Search

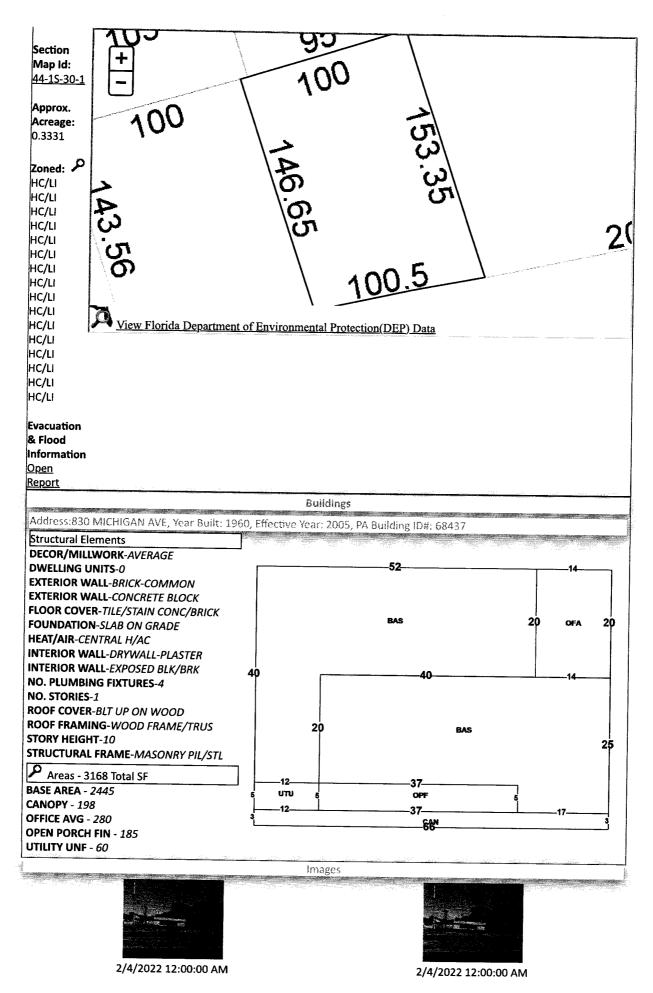
Tangible Property Search

Sale List

Launch Interactive Map

<u>Back</u>

General infor	mation			Assessm	ents	- i shiesimom		Miles Market
Parcel ID:	44153020000	002021		Year	Land	Imprv	Total	Cap Val
Account:	041859000			2023	\$42,650	\$91,954	\$134,604	\$134,604
Owners:	ROLIN BRIAN	D &		2022	\$42,650	\$90,464	\$133,114	\$133,114
	ROLIN GLORIA	Ą		2021	\$42,650	\$136,108	\$178,758	\$178,758
Mail:	2501 THOMA MC DAVID, FL		.ANE		7 12,000			\$170,730
Situs:	830 MICHIGA	N AVE 3250)5			Disclaime	r	
Use Code:	STORE, 1 STO	RY 🔑			Tax Estimator			
Taxing Authority:	COLINITY MACTLE			<u>Re</u>	port Storm D	amage		
Tax Inquiry:	Open Tax Inqu	uiry Windo	<u>N</u>					
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector			Enter Income & Expense Survey					
						Income & Ex		ev.
Sales Data				2023 Cer	tified Roll Exe	motions		Land Winter Land Man
			Official	None				
Sale Date E	Book Page Val	ue Type	Records (New		-333/99995-5		CV	
			Window)	Legal Des	1			
10/27/2020 8	392 1598 \$230	,000 WD	C _o	BEG AT IN	ITER OF W LI C	OF UNITED GAS	PIPE LINE CO F	/W AND N
10/22/2014 7		\$100 WD	•	LI OF MIC	HIGAN AVE S	71 DEG W ALG I	N R/W LI 400 F	T N 🔑
	•		<u>C</u>					
01/2006 5	822 772 \$130	,000 WD	Ľ,				. (8)	
01/1990 2	803 22 \$62	,500 WD		Extra Fea				
Official Records Inquiry courtesy of Pam Childers			13	PAVEMENT				
Escambia County Clerk of the Circuit Court and			IRON FEN	CF				
Comptroller			1	H.				



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:05/07/2024 (tc.5563)

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: 041859000 Certificate Number: 001653 of 2022

Payor: BRIAN ROLIN 2501 THOMAS MCCALL LANE MC DAVID, FL 32568 Date 8/27/2024

Clerk's Check # 315123	Clerk's Total	\$53\8.08 \$ 3.79\
Tax Collector Check # 1	Tax Collector's Total	\$4)045.85
	Postage	\$100.00
	Researcher Copies	\$0.00
	Recording	\$10.00
	Prep Fee	\$7.00
	Total Received	-\$4,700.93

\$3,815,40

PAM CHILDERS
Clerk of the Circuit Court

Received By Deputy Clerk

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

PAM CHILDERS

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



COUNTY OF ESCAMBIA OFFICE OF THE CLERK OF THE CIRCUIT COURT

BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

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

Case # 2022 TD 001653

Redeemed Date 8/27/2024

Name BRIAN ROLIN 2501 THOMAS MCCALL LANE MC DAVID, FL 32568

Clerk's Total = TAXDEED	\$\$38,08 \$3,798.40
Due Tax Collector = TAXDEED	\$4,045.85
Postage = TD2	\$1,00.00
ResearcherCopies = TD6	\$0.00
Release TDA Notice (Recording) = RECORD2	\$10.00
Release TDA Notice (Prep Fee) = TD4	\$7.00

• For Office Use Only

• For Office Use Only			
Date Docket Desc	Amount Owed Amount Due Payee Name		
And the second s	FINANCIAL SUMMARY		
No Information Available - See I	Dockets		





PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator
Account: 041859000 Certificate Number: 001653 of 2022

Redemption No V	Application Date 4/22/2024	Interest Rate 18%
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 4/2/2025	Redemption Date 8/27/2024
Months	12	4
Tax Collector	\$3,423.39	\$3,423.39
Tax Collector Interest	\$616.21	\$205.40
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$4,045.85	\$3,635.04
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	\$82.08	\$27.36
Total Clerk	\$538.08	\$483.36) C H
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	\$4,700.93	\$4,135.40
	Repayment Overpayment Refund Amount	\$565.53
Book/Page	9147	1951



PROPERTY INFORMATION REPORT

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

	04-1859-000	CERTIFICATE #:	2022-1653
REPORT IS LIMITED	TO THE PERSON(S) EXI	HE LIABILITY FOR ERROR PRESSLY IDENTIFIED BY I (S) OF THE PROPERTY INF	NAME IN THE PROPERTY
listing of the owner(s) tax information and a lieucumbrances recorded title to said land as listed	of record of the land described is ting and copies of all open in the Official Record Booked on page 2 herein. It is the If a copy of any document I	he instructions given by the used herein together with current or unsatisfied leases, mortgagoks of Escambia County, Florice responsibility of the party natisted is not received, the official	nt and delinquent ad valorem ges, judgments and da that appear to encumber the med above to verify receipt or
and mineral or any sub	surface rights of any kind o os, boundary line disputes, a	tes and assessments due now or r nature; easements, restriction and any other matters that wou	ns and covenants of record;
•	•	ty or sufficiency of any document, a guarantee of title, or as a	· ·
	22.1 ' C 4 1 D	erty Information Report and th	a daguments attached horata
Use of the term "Repor	therein refers to the Prope	arty information Report and th	e documents attached hereto.

Michael A. Campbell, As President

Dated: December 17, 2024

Malphel

THE ATTACHED REPORT IS ISSUED TO:

PROPERTY INFORMATION REPORT

CONTINUATION PAGE

December 17, 2024

Tax Account #: 04-1859-000

1. The Grantee(s) of the last deed(s) of record is/are: BRIAN D ROLIN AND GLORIA ROLIN

By Virtue of Warranty Deed recorded 10/28/2020 in OR 8392/1598

- 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 First National Bank & Trust recorded 10/28/2020 OR 8392/1602 together with Assignment of Leases and Rents recorded 10/28/2020 OR 8392/1614
 - b. UCC in favor of First National Bank & Trust recorded 03/05/2024 OR 9112/693
- 4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 04-1859-000 Assessed Value: \$136,032.00

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: APR 2, 2025 04-1859-000 TAX ACCOUNT #: **CERTIFICATE #:** 2022-1653 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 2024 tax year. BRIAN D ROLIN BRIAN D ROLIN GLORIA ROLIN GLORIA ROLIN 2501 THOMAS MCCALL LN

MCDAVID FL 32568 FIRST NATIONAL BANK & TRUST

PO BOX 27

ATMORE AL 36504

830 MICHIGAN AVE PENSACOLA FL 32505

Certified and delivered to Escambia County Tax Collector, this 16th day of December, 2024.

PERDIDO TITLE & ABSTRACT, INC.

Malphel

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

December 17, 2024 Tax Account #:04-1859-000

LEGAL DESCRIPTION EXHIBIT "A"

BEG AT INTER OF W LI OF UNITED GAS PIPE LINE CO R/W AND N LI OF MICHIGAN AVE S 71 DEG W ALG N R/W LI 400 FT N 21 DEG 20 MIN W 10 17/100 FT FOR POB CONTINUE SAME COURSE 153 35/100 FT S 71 DEG W 100 FT S 21 DEG 20 MIN E 146 65/100 FT ELY 100 50/100 FT TO POB OR 8392 P 1598

SECTION 44, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 04-1859-000(0425-20)

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

Recorded in Public Records 10/28/2020 12:51 PM OR Book 8392 Page 1598, Instrument #2020090680, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$35.50 Deed Stamps \$1,610.00

This Instrument Prepared By: DAVID B. TAYLOR, III Beggs & Lane, RLLP Post Office Box 12950 501 Commendencia Street Pensacola, Florida 32591 (850) 432-2451 Florida Bar No.: 28539

File No.: 18989-78535

Parcel ID#: 441S30-2000-002-021

STATE OF FLORIDA COUNTY OF ESCAMBIA

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that J. E. MERCER AND CYNDI A. MERCER, HUSBAND AND WIFE, INDIVIDUALLY AND AS TRUSTEES UNDER THE JOINT REVOCABLE TRUST AGREEMENT OF J. E. MERCER AND CYNDI A. MERCER DATED OCTOBER 22, 2014 (herein "Grantor"), whose address is 226 Sabine Drive, Pensacola Beach, FL 32561, for and in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt, adequacy and sufficiency of which is hereby acknowledged, does hereby bargain, sell, remise, confirm, convey and grant unto BRIAN D. ROLIN AND GLORIA ROLIN, HUSBAND AND WIFE (herein "Grantee"), whose address is 2501 Thomas McCall Lane, McDavid, FL 32568, their heirs and assigns, forever, the following described real property located in Escambia County, Florida:

SEE EXHIBIT A ATTACHED AND INCORPORATED HEREIN

Subject to zoning restrictions, prohibitions and other requirements imposed by governmental authorities; restrictions of record and matters appearing on the Plat, if there is a recorded Plat, affecting the above-described property; easements and mineral reservations of record affecting the property, if any, which are not hereby reimposed; and any liens for ad valorem real property taxes for the year 2021 and subsequent years.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead, in fee simple forever. And Grantor covenants that Grantor is well seized of an indefeasible estate in fee simple in said property and has a good right to convey the same; that it is free of lien or encumbrances, and that Grantor, Grantor's heirs, executors, administrators, successors and assigns, will forever warrant and defend title to the above-described property against the lawful claims of all persons whomsoever, subject to the exceptions set forth herein.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, we have	hereunto set our hands and seals this 27 day of
October, 2020.	
Signed, sealed and delivered in the presence of: Print: Hope C. Law Print: Jewice S. Sulante	J. E. Mercer, individually and as Trustee under the Joint Revocable Trust Agreement of J. E. Mercer and Cyndi A. Mercer dated October 22, 2014
Print: Taxice 3 Sugar	Cyndi A. Mercer, individually and as Trustee under the Joint Revocable Trust Agreement of J. E. Mercer and Cyndi A. Mercer dated October 22, 2014
STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowled to the Joint Revocable Trust Agreement of J. E. Mercer and is personally known to me or () produced a current	edged before me by means of () physical presence or 20, by J. E. Mercer, individually and as Trustee under d Cyndi A. Mercer dated October 22, 2014, who ()
(Notary Seal Must Be Affixed) JANICE S. SUGAR Notary Public-State of Florida Commission # HH 17669 My Commission Expires August 13, 2024	Notary Public Name of Notary Printed My Commission Expires: 8-13-2024 Commission Number: 44 17669

BK: 8392 PG: 1600

STATE OF FLORIDA COUNTY OF ESCAMBIA

	The foregoing instrument was acknowledged before me by means of (1/) physical presence or
() online notarization, this day of October, 2020, by Cyndi A. Mercer, individually and as Trustee
na (ider the Joint Revocable Trust Agreement of J. E. Mercer and Cyndi A. Mercer dated October 22, 2014, who
usi 1) is personally known to me or () produced a current driver's license as identification
١.) is personally known to the or () produced a carrete

(Notary Seal Must Be Affixed)

JANICE S. SUGAR
Notary Public-State of Floride
Commission # HH 17669
My Commission Expires
August 13, 2024

Notary Public

1 PRNICE

Name of Notary Printed

My Commission Expires: 🔗 - 13 - 24

Commission Number: 44 17669

BK: 8392 PG: 1601 Last Page

EXHIBIT "A"

THAT PORTION OF SECTIONS 44 AND 46, TOWNSHIP I SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE UNITED GAS PIPE LINE COMPANY'S 30 FOOT RIGHT OF WAY AND THE NORTH LINE OF THE 66 FOOT RIGHT OF WAY OF MICHIGAN AVENUE; THENCE SOUTH 71°00' WEST ALONG SAID NORTH LINE AND THE WESTERLY EXTENSION THEREOF A DISTANCE OF 400.00 FEET; THENCE NORTH 21°20' WEST 10.17 FEET TO AN IRON PIPE IN THE NORTH RIGHT OF WAY LINE OF FLORIDA STATE ROAD NO. S-296 FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 21°20' WEST, 153.35 FEET TO AN IRON PIPE; THENCE SOUTH 71°00' WEST, 100.00 FEET TO AN IRON PIPE; THENCE SOUTH 21°20' EAST 146.65 FEET TO AN IRON PIPE IN THE NORTH RIGHT OF WAY LINE OF SAID STATE ROAD; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 2914.93 FEET A CHORD DISTANCE OF 100.50 FEET TO THE POINT OF BEGINNING.

Recorded in Public Records 10/28/2020 12:51 PM OR Book 8392 Page 1602, Instrument #2020090681, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$103.50 MTG Stamps \$682.15 Int. Tax \$389.68

> Return to: Loan Servicing, First National Bank and Trust, P. O. Box 27, Atmore, AL 36504 This document was prepared by: First National Bank & Trust, 111 South Main Street, Atmore, AL 36502 State of Florida's Documentary Stamp Tax required by law in the amount of \$ 60 3 2 15 has been paid to the Clerk of the Circuit Court (or the County Comptroller, if applicable) for the County of Escambia, State of Florida.

> > Space Above This Line For Recording Data

MORTGAGE

(With Future Advance Clause)

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is October 27, 2020. The parties and their addresses are:

MORTGAGOR:

BRIAN D. ROLIN

A Married Man 2501 Thomas McCall Lane Walnut Hill, FL 32568-0000

GLORIA ROLIN

A Married Woman 2501 Thomas McCall Lane Walnut Hill, FL 32568

BK HUSBAND AND

LENDER:

FIRST NATIONAL BANK & TRUST

Organized and existing under the laws of the United States of America P. O. Box 27

Atmore, AL 36504

1. **DEFINITIONS.** For the purposes of this document, the following term has the following meaning.

A. Loan. "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.

Brian Rolin Florida Mortoage

AL/4XXXXXXXXX000000000002247052N

Wolters Kluwer Financial Services ®1996, 2020 Bankers Systems™

X / >/ Pege 1

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor does hereby grant, bargain, convey and mortgage to Lender, the following described property:

See Attached Exhibit "A" Incorporated By Reference Herein. Subject Property is Not the Homestead of the Mortgagors.

The property is located in Escambia County at 830 West Michigan Avenue, Pensacola, Florida 32505.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber including timber to be cut now or at any time in the future, all diversion payments or third party payments made to crop producers and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

- 3. SECURED DEBTS AND FUTURE ADVANCES. The term "Secured Debts" includes and this Security Instrument will secure each of the following:
 - A. Specific Debts. The initial indebtedness secured by this Security Instrument is the following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 500103893, dated October 27, 2020, from Brian Rolin (Borrower) to Lender, with a loan amount of \$194.841.33.
 - B. Future Advances. All future advances made within 20 years from the date of this Security Instrument from Lender to Brian Rolin under the Specific Debts executed by Brian Rolin in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to Brian Rolin either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.
 - C. All Debts. All present and future debts made within 20 years from the date of this Security Instrument from Brian Rolin to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Security Instrument will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

AL/4XXXXXXXX000000000002247052N

Wolters Kluwer Financial Services ®1996, 2020 Bankers Systems™

YBA Page 2

- D. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
- 4. MAXIMUM OBLIGATION LIMIT; FUTURE ADVANCES. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$194,841.33. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
- 5. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.
- 6. NON-OBLIGATED MORTGAGOR. Any Mortgagor, who is not also identified as a Borrower in the Secured Debts section of this Security Instrument and who signs this Security Instrument, is referred to herein as a Non-Obligated Mortgagor for purposes of subsection 7(d)(4) of 12 C.F.R. 1002 (Regulation B) which implements the Equal Credit Opportunity Act (ECOA). By signing this Security Instrument, the Non-Obligated Mortgagor does mortgage and assign their rights and interests in the Property to secure payment of the Secured Debts, to create a valid lien, to pass clear title, to waive inchoate rights and to assign earnings or rights to payment under any lease or rent of the Property. However, the Non-Obligated Mortgagor is not personally liable for the Secured Debts by virtue of signing this Security Instrument. Nothing in this section shall be construed to modify or otherwise affect the Non-Obligated Mortgagor's obligations, if any, that were separately made with Lender in a separate agreement and duly signed by the Non-Obligated Mortgagor in the context of that separate agreement.
- 7. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- 8. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- 9. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
- 10. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.





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- 11. WARRANTIES AND REPRESENTATIONS. Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party.
- 12. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property,

No portion of the Property will be removed, demolished or materially altered without Lender's prior written consent except that Mortgagor has the right to remove items of personal property comprising a part of the Property that become worn or obsolete, provided that such personal property is replaced with other personal property at least equal in value to the replaced personal property, free from any title retention device, security agreement or other encumbrance. Such replacement of personal property will be deemed subject to the security interest created by this Security Instrument. Mortgagor will not partition or subdivide the Property without Lender's prior written consent.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Mortgagor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

- 13. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
- 14. DEFAULT. Mortgagor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:
 - A. Payments. Mortgagor or Borrower fail to make a payment in full when due.
 - B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.
 - C. Death or Incompetency. Mortgagor dies or is declared legally incompetent.
 - D. Failure to Perform. Mortgagor fails to perform any condition or to keep any promise or covenant of this Security instrument.
 - E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.

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- F. Other Agreements. Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.
- G. Misrepresentation. Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
- H. Judgment. Mortgagor fails to satisfy or appeal any judgment against Mortgagor.
- 1. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
- J. Name Change. Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.
- K. Property Transfer. Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.
- L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.
- M. Insecurity. Lender determines in good faith that a material adverse change has occurred in Borrower's financial condition from the conditions set forth in Borrower's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.
- N. Death or Incompetency of a Guarantor. Any guarantor of payment of the Secured Debts dies or is declared legally incompetent.
- O. Failure to Comply with Laws. Mortgagor fails to comply with all applicable laws, statutes, ordinances and governmental rules, regulations and orders to which Mortgagor is subject or which apply to Mortgagor's business, property or assets.
- P. Fraud. Mortgagor engages in fraud or material misrepresentation in connection with this transaction.
- 15. REMEDIES. On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default. Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of an Event of Default or anytime thereafter.

All remedies are distinct, cumulative and not exclusive, and Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require full and complete cure of any existing default. By not exercising any remedy, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

16. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Mortgagor agrees to pay expenses for Lender to inspect, valuate, appraise and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees of 10 percent of the Principal sum due or a larger amount as the court judges as reasonable and just, court costs and other legal expenses. These expenses are due and payable immediately. If not paid

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immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor.

17. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Mortgagor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with Environmental Law.
- D. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Mortgagor or any tenant of any Environmental Law. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.
- F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Mortgagor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with.
- H. Mortgagor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any

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Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Mortgagor and any tenant are in compliance with applicable Environmental Law.

- I. Upon Lender's request and at any time, Mortgagor agrees, at Mortgagor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- J. Lender has the right, but not the obligation, to perform any of Mortgagor's obligations under this section at Mortgagor's expense.
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Mortgagor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all tosses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Security Instrument and in return Mortgagor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Security Instrument.
- L. Notwithstanding any of the language contained in this Security Instrument to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Security Instrument regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
- 18. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 19. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.

All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

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Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include lesser or greater coverages than originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance. Mortgagor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

- 20. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow,
- 21. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisement and homestead exemption rights relating to the Property.
- 22. USE OF PROPERTY. Mortgagor shall not use or occupy the Property in any manner that would constitute a violation of any state and/or federal laws involving controlled substances, even in a jurisdiction that allows such use by state or local law or ordinance. In the event that Mortgagor becomes aware of such a violation, Mortgagor shall take all actions allowed by law to terminate the violating activity.

In addition to all other indemnifications, obligations, rights and remedies contained herein, if the Lender and/or its respective directors, officers, employees, agents and attorneys (each an "Indemnitee") is made a party defendant to any litigation or any claim is threatened or brought against such Indemnitee concerning this Security Instrument or the related property or any part thereof or therein or concerning the construction, maintenance, operation or the occupancy or use of such property, then the Mortgagor shall (to the extent permitted by applicable law) indemnify, defend and hold each Indemnitee harmless from and against all liability by reason of said litigation or claims, including attorneys' fees and expenses incurred by such Indemnitee in connection with any such litigation or claim. whether or not any such litigation or claim is prosecuted to judgment. To the extent permitted by applicable law, the within indemnification shall survive payment of the Secured Debt, and/or any termination, release or discharge executed by the Lender in favor of the Mortgagor.

Violation of this provision is a material breach of this Security Instrument and thereby constitutes a default under the terms and provisions of this Security Instrument.

- 23. FIXTURE FILING. Mortgagor gives to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument constitutes a financing statement and is to be recorded in the real estate records.
- 24. PERSONAL PROPERTY. Mortgagor gives to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intangibles, and all other items of personal property Mortgagor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term Property). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
- 25. APPLICABLE LAW. This Security Instrument is governed by the laws of Alabama, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

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- 26. JOINT AND SEVERAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor severally or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.
- 27. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.
- 28. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.
- 29. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail or via a nationally recognized overnight courier to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.
- 30. AGREEMENT TO ARBITRATE. Lender or Mortgagor may submit to binding arbitration any dispute, claim or other matter in question between or among Lender and Mortgagor that arises out of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as Lender and Mortgagor agree to in writing. For purposes of this section, this Transaction includes this Security Instrument and any other document relating to the Secured Debts, and proposed loans or extensions of credit that relate to this Security Instrument. Lender or Mortgagor will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

Lender and Mortgagor must consent to arbitrate any Dispute concerning the Secured Debt secured by real estate at the time of the proposed arbitration. Lender may foreclose or exercise any powers of sale against real property securing the Secured Debt underlying any Dispute before, during or after any arbitration. Lender may also enforce the Secured Debt secured by this real property and underlying the Dispute before, during or after any arbitration.

Lender or Mortgagor may, whether or not any arbitration has begun, pursue any self-help or similar remedies, including taking property or exercising other rights under the law; seek attachment, garnishment, receivership or other provisional remedies from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to Lender or Mortgagor; or foreclose against any property by any method or take legal action to recover any property.

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Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

Lender and Mortgagor acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among Lender and Mortgagor involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.

The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Security Instrument, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Security Instrument or another writing.

31. WAIVER OF TRIAL FOR ARBITRATION. Lender and Mortgagor understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrated, Lender and Mortgagor voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:

Brian D. Rolin

Gloria Rolin

Brian Rolin Florida Mortgage AL/4XXXXXXXX00000000002247052N

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ACKNOWLEDGMENT. STATE OF FLORIDA, COUNTY OF ESCAMBIA ss. This instrument was acknowledged before me by m October by Brian D. I Woman, who is personally known to me or who has p	ROBB , A Married Man, and Chorta Robb , A Married
identification.	
My commission expires: 8 13 124	(Notary Public) Trance 15. Sugar
	(Notary Public) TANICE S. STUBART
JANICE S. SUGAR Notary Public-State of Florida Commission # HH 17669 My Commission Expires August 13, 2024	

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EXHIBIT "A"

THAT PORTION OF SECTIONS 44 AND 46, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE UNITED GAS PIPE LINE COMPANY'S 30 FOOT RIGHT OF WAY AND THE NORTH LINE OF A 66 FOOT RIGHT OF WAY OF MICHIGAN AVENUE; THENCE SOUTH 71°00' WEST ALONG SAID NORTH LINE AND THE WESTERLY EXTENSION THEREOF A DISTANCE OF 400.00 FEET; THENCE NORTH 21°20' WEST 10.17 FEET TO AN IRON PIPE IN THE NORTH RIGHT OF WAY LINE OF FLORIDA STATE ROAD NO. S-296 FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 21°20' WEST, 153.35 FEET TO AN IRON PIPE; THENCE SOUTH 71°00' WEST, 100.00 FEET TO AN IRON PIPE; THENCE SOUTH 21°20' EAST 146.65 FEET TO AN IRON PIPE IN THE NORTH RIGHT OF WAY OF SAID STATE ROAD; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 2914.93 FEET A CHORD DISTANCE OF 100.50 FEET TO THE POINT OF BEGINNING.

SIGNED FOR IDENTIFICATION:

x Brown O Roles	x 10-27-26
Brian D. Rolin	Date
Jorga Rola	
Glorja Rolin	Date

Recorded in Public Records 10/28/2020 12:51 PM OR Book 8392 Page 1614, Instrument #2020090682, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$95.00

> Return to: Loan Servicing, First National Bank and Trust, P. O. Box 27, Atmore, AL 36504 This document was prepared by: First National Bank & Trust, 111 South Main Street, Atmore, AL 36502 State of Florida's Documentary Stamp Tax required by law in the amount of \$ 6 3 15 has been paid to the Clerk of the Circuit Court (or the County Comptroller, if applicable) for the County of Escambia, State of Florida.

> > Space Above This Line For Recording Data

ASSIGNMENT OF LEASES AND RENTS

DATE AND PARTIES. The date of this Assignment of Leases and Rents (Assignment) is October 27, 2020. The parties and their addresses are:

ASSIGNOR:

BRIAN D. ROLIN

A Married Man

2501 Thomas McCall Lane Walnut Hill, FL 32568-0000

GLORIA ROLIN

A Married Woman 2501 Thomas McCall Lane

Walnut Hill, FL 32568

LENDER:

FIRST NATIONAL BANK & TRUST

Organized and existing under the laws of the United States of America P. O. Box 27 Atmore, AL 36504

- 1. DEFINITIONS. For the purposes of this document, the following term has the following meaning.
 - A. Loan. "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.
- 2. SECURED DEBTS AND FUTURE ADVANCES. The term "Secured Debts" includes and this Assignment will secure each of the following:

Brian Rolin Florida Assignment of Leases and Rents AL/4XXXXXXXX000000000002247052N

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- A. Specific Debts. The initial indebtedness secured by this Assignment is the following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 500103893, dated October 27, 2020, from Brian Rolin (Borrower) to Lender, with a loan amount of \$194,841.33.
- B. Future Advances. All future advances made within 20 years from the date of this Assignment from Lender to Brian Rolin under the Specific Debts executed by Brian Rolin in favor of Lender after this Assignment. If more than one person signs this Assignment, each agrees that this Assignment will secure all future advances that are given to Brian Rolin either individually or with others who may not sign this Assignment. All future advances are secured by this Assignment even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Assignment. Nothing in this Assignment shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. All Debts. All present and future debts made within 20 years from the date of this Assignment from Brian Rolin to Lender, even if this Assignment is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Assignment, each agrees that it will secure debts incurred either individually or with others who may not sign this Assignment. Nothing in this Assignment constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Assignment will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Assignment will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Assignment will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act (Regulation Z) or the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.
- D. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Assignment.
- 3. MAXIMUM OBLIGATION LIMIT; FUTURE ADVANCES. The total principal amount secured by this Assignment at any one time and from time to time will not exceed \$194,841.33. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Assignment. Also, this limitation does not apply to advances made under the terms of this Assignment to protect Lender's security and to perform any of the covenants contained in this Assignment.
- 4. ASSIGNMENT OF LEASES AND RENTS. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Assignor's performance under this Assignment. Assignor does hereby assign, grant, bargain, convey and mortgage to Lender as additional security all the right, title and interest in the following (Property).
 - A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).
 - B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "toss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Assignor may have regarding the Property (Rents).
 - C. The term Property as used in this Assignment shall include the following described real property:

See Attached Exhibit "A" Incorporated By Reference Herein. Subject Property is Not the Homestead of the Mortgagors.

The property is located in Escambia County at 830 West Michigan Avenue, Pensacola, Florida 32505. In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

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- 5. PAYMENTS. Assignor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Assignment.
- 6. NON-OBLIGATED ASSIGNOR. Any Assignor, who is not also identified as a Borrower in the Secured Debts section of this Assignment and who signs this Assignment, is referred to herein as a Non-Obligated Assignor for purposes of subsection 7(d)(4) of 12 C.F.R. 1002 (Regulation B) which implements the Equal Credit Opportunity Act (ECOA). By signing this Assignment, the Non-Obligated Assignor does assign their rights and interests in the Property to secure payment of the Secured Debts, to create a valid lien, to pass clear title, to waive inchoate rights and to assign earnings or rights to payment under any lease or rent of the Property. However, the Non-Obligated Assignor is not personally liable for the Secured Debts by virtue of signing this Security Instrument. Nothing in this section shall be construed to modify or otherwise affect the Non-Obligated Assignor's obligations, if any, that were separately made with Lender in a separate agreement and duly signed by the Non-Obligated Assignor in the context of that separate agreement.
- 7. COLLECTION OF RENTS. Assignor may collect, receive, enjoy and use the Rents so long as Assignor is not in default. Assignor will not collect in advance any Rents due in future lease periods, unless Assignor first obtains Lender's written consent. Upon default, Assignor will receive any Rents in trust for Lender and Assignor will not commingle the Rents with any other funds. When Lender so directs, Assignor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting, valuating, appraising and preserving the Property, and other necessary expenses.

Assignor agrees that this Assignment is immediately effective between Assignor and Lender and effective as to third parties on the recording of this Assignment.

- 8. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Assignor agrees to pay all expenses of collection, enforcement, valuation, appraisal or protection of Lender's rights and remedies under this Assignment or any other document relating to the Secured Debts. Assignor agrees to pay expenses for Lender to inspect, valuate, appraise and preserve the Property and for any recordation costs of releasing the Property from this Assignment. Expenses include, but are not limited to, attorneys' fees of 10 percent of the Principal sum due or a larger amount as the court judges as reasonable and just, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Assignor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Assignor.
- 9. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et sea.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Assignor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance has been, is, or will be located, transported, manufactured, treated, refined, or handled by any person on, under or about the Property, except in the ordinary course of business and in strict compliance with all applicable Environmental Law.
- B. Except as previously disclosed and acknowledged in writing to Lender, Assignor has not and will not cause, contribute to, or permit the release of any Hazardous Substance on the Property.
- C. Assignor will immediately notify Lender if (1) a release or threatened release of Hazardous Substance occurs on, under or about the Property or migrates or threatens to migrate from nearby property; or (2) there is a violation of any Environmental

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Law concerning the Property. In such an event, Assignor will take all necessary remedial action in accordance with Environmental Law.

- D. Except as previously disclosed and acknowledged in writing to Lender, Assignor has no knowledge of or reason to believe there is any pending or threatened investigation, claim, or proceeding of any kind relating to (1) any Hazardous Substance located on, under or about the Property; or (2) any violation by Assignor or any tenant of any Environmental Law. Assignor will immediately notify Lender in writing as soon as Assignor has reason to believe there is any such pending or threatened investigation, claim, or proceeding. In such an event, Lender has the right, but not the obligation, to participate in any such proceeding including the right to receive copies of any documents relating to such proceedings.
- E. Except as previously disclosed and acknowledged in writing to Lender, Assignor and every tenant have been, are and will remain in full compliance with any applicable Environmental Law.
- F. Except as previously disclosed and acknowledged in writing to Lender, there are no underground storage tanks, private dumps or open wells located on or under the Property and no such tank, dump or well will be added unless Lender first consents in writing.
- G. Assignor will regularly inspect the Property, monitor the activities and operations on the Property, and confirm that all permits, licenses or approvals required by any applicable Environmental Law are obtained and complied with,
- H. Assignor will permit, or cause any tenant to permit, Lender or Lender's agent to enter and inspect the Property and review all records at any reasonable time to determine (1) the existence, location and nature of any Hazardous Substance on, under or about the Property; (2) the existence, location, nature, and magnitude of any Hazardous Substance that has been released on, under or about the Property; or (3) whether or not Assignor and any tenant are in compliance with applicable Environmental _aw.
- 1. Upon Lender's request and at any time, Assignor agrees, at Assignor's expense, to engage a qualified environmental engineer to prepare an environmental audit of the Property and to submit the results of such audit to Lender. The choice of the environmental engineer who will perform such audit is subject to Lender's approval.
- J. Lender has the right, but not the obligation, to perform any of Assignor's obligations under this section at Assignor's expense.
- K. As a consequence of any breach of any representation, warranty or promise made in this section, (1) Assignor will indemnify and hold Lender and Lender's successors or assigns harmless from and against all losses, claims, demands, liabilities, damages, cleanup, response and remediation costs, penalties and expenses, including without limitation all costs of litigation and attorneys' fees, which Lender and Lender's successors or assigns may sustain; and (2) at Lender's discretion, Lender may release this Assignment and in return Assignor will provide Lender with collateral of at least equal value to the Property without prejudice to any of Lender's rights under this Assignment.
- L. Notwithstanding any of the language contained in this Assignment to the contrary, the terms of this section will survive any foreclosure or satisfaction of this Assignment regardless of any passage of title to Lender or any disposition by Lender of any or all of the Property. Any claims and defenses to the contrary are hereby waived.
- 10. CONDEMNATION. Assignor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Assignor authorizes Lender to intervene in Assignor's name in any of the above described actions or claims. Assignor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Assignment. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 11. APPOINTMENT OF A RECEIVER. On or after an Assignor's default, Assignor agrees to Lender making an application to the court for an appointment of a receiver for the benefit of Lender to take possession of the Property and the Leases, with the power to receive, collect and apply the Rents. Any Rents collected will be applied as the court authorizes to pay taxes, to provide insurance, to make repairs and to pay costs or any other expenses relating to the Property, the Leases and Rents, and any remaining sums shall be applied to the Secured Debts. Assignor agrees that this appointment of a receiver may be without giving

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bond, without reference to the then-existing value of the Property, and without regard to the insolvency of any person liable for any of the Secured Debts.

- 12. DUE ON SALE OR ENCUMBRANCE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.
- 13. WARRANTIES AND REPRESENTATIONS. Assignor has the right and authority to enter into this Assignment. The execution and delivery of this Assignment will not violate any agreement governing Assignor or to which Assignor is a party.
 - A. Title. Assignor has good title to the Leases, Rents and Property and the right to assign, grant, bargain, convey and mortgage to Lender as additional security the Leases and Rents, and no other person has any right in the Leases and Rents.
 - B. Recordation. Assignor has recorded the Leases as required by law or as otherwise prudent for the type and use of the Property.
 - C. Default. No default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants. Assignor, at its sole cost and expense, will keep, observe and perform, and require all other parties to the Leases to comply with the Leases and any applicable law. If Assignor or any party to the Lease defaults or fails to observe any applicable law, Assignor will promptly notify Lender.
 - D. Lease Modification. Assignor has not sublet, modified, extended, canceled, or otherwise altered the Leases, or accepted the surrender of the Property covered by the Leases (unless the Leases so require).
 - E. Encumbrance. Assignor has not assigned, compromised, subordinated or encumbered the Leases and Rents.
- 14. COVENANTS. Assignor agrees to the following covenants:
 - A. Rent Abatement and Insurance. When any Lease provides for an abatement of Rents due to fire, flood or other casualty. Assignor will insure against this risk of loss with a policy satisfactory to Lender. Assignor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld.
 - B. Copies of Leases. Assignor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed.
 - C. Right To Rents. Immediately after the execution of this Assignment, Assignor will notify all current and future tenants and others obligated under the Leases of Lender's rights to the Leases and Rents, and will request that they immediately pay all future Rents directly to Lender when Assignor or Lender asks them to do so.
 - D. Accounting. When Lender requests, Assignor will provide to Lender an accounting of Rents, prepared in a form acceptable to Lender, subject to generally accepted accounting principles and certified by Assignor or Assignor's accountant to be current, accurate and complete as of the date requested by Lender.
 - E. Lease Modification. Assignor will not sublet, modify, extend, cancel, or otherwise after the Leases, or accept the surrender of the Property covered by the Leases (unless the Leases so require) without Lender's written consent.
 - F. Encumbrance. Assignor will not assign, compromise, subordinate or encumber the Leases and Rents without Lender's prior written consent.
 - G. Future Leases. Assignor will not enter into any future Leases without prior written consent from Lender. Assignor will execute and deliver such further assurances and assignments as to these future Leases as Lender requires from time to time.
 - H. Personal Property. Assignor will not sell or remove any personal property on the Property, unless Assignor replaces this personal property with like kind for the same or better value.
 - 1. Prosecution and Defense of Claims. Assignor will appear in and prosecute its claims or defend its title to the Leases and Rents against any claims that would impair Assignor's interest under this Assignment and, on Lender's request, Assignor will also appear in any action or proceeding on behalf of Lender. Assignor agrees to assign to Lender, as requested by Lender, any right, claims or defenses which Assignor may have against parties who supply labor or materials to improve or maintain the leaseholds subject to the Leases and/or the Property.

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- J. Liability and Indemnification. Lender does not assume or become liable for the Property's maintenance, depreciation, or other losses or damages when Lender acts to manage, protect or preserve the Property, except for losses or damages due to Lender's gross negligence or intentional torts. Otherwise, Assignor will indemnify Lender and hold Lender harmless for all liability, loss or damage that Lender may incur when Lender opts to exercise any of its remedies against any party obligated under the Leases.
- K. Leasehold Estate. Assignor will not cause or permit the leasehold estate under the Leases to merge with Assignor's reversionary interest, and agrees that the Leases shall remain in full force and effect regardless of any merger of the Assignor's interests and of any merger of the interests of Assignor and any party obligated under the Leases.
- L. Insolvency. Lender will be the creditor of each tenant and of anyone else obligated under the Leases who is subject to an assignment for the benefit of creditors, an insolvency, a dissolution or a receivership proceeding, or a bankruptcy.
- M. Use of Property and Related Indemnification. Assignor shall not use or occupy the Property in any manner that would constitute a violation of any state and/or federal laws involving controlled substances, even in a jurisdiction that allows such use by state or local law or ordinance. In the event that Assignor becomes aware of such a violation, Assignor shall take all actions allowed by law to terminate the violating activity.

In addition to all other indemnifications, obligations, rights and remedies contained herein, if Lender and/or its respective directors, officers, employees, agents and attorneys (each an "Indemnitee") is made a party defendant to any litigation or any claim is threatened or brought against such Indemnitee concerning this Assignment or the related Property or any part thereof or therein or concerning the construction, maintenance, operation or the occupancy or use of such Property, then Assignor shall (to the extent permitted by applicable law) indemnify, defend and hold each Indemnitee harmless from and against all liability by reason of said litigation or claims, including attorneys' fees and expenses incurred by such Indemnitee in connection with any such litigation or claim, whether or not any such litigation or claim is prosecuted to judgment. To the extent permitted by applicable law, the within indemnification shall survive payment of the Secured Debt, and/or any termination, release or discharge executed by Lender in favor of Assignor.

Violation of this provision is a material breach of this Assignment and thereby constitutes a default under the terms and provisions of this Assignment.

- 15. DEFAULT. Assignor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:
 - A. Payments. Assignor fails to make a payment in full when due.
 - B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Assignor, Borrower, or any co-signer, endorser, surety or guarantor of this Assignment or any other obligations Borrower has with Lender.
 - C. Death or Incompetency. Assignor dies or is declared legally incompetent.
 - D. Failure to Perform. Assignor fails to perform any condition or to keep any promise or covenant of this Assignment.
 - E. Other Documents. A default occurs under the terms of any other document relating to the Secured Debts.
 - F. Other Agreements. Assignor is in default on any other debt or agreement Assignor has with Lender.
 - G. Misrepresentation. Assignor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
 - H. Judgment. Assignor fails to satisfy or appeal any judgment against Assignor.
 - 1. Forfeiture. The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
 - J. Name Change. Assignor changes Assignor's name or assumes an additional name without notifying Lender before making such a change.
 - K. Property Transfer. Assignor transfers all or a substantial part of Assignor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.

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- L. Property Value. Lender determines in good faith that the value of the Property has declined or is impaired.
- M. Insecurity. Lender determines in good faith that a material adverse change has occurred in Assignor's financial condition from the conditions set forth in Assignor's most recent financial statement before the date of this Assignment or that the prospect for payment or performance of the Secured Debts is impaired for any reason.
- 16. REMEDIES. After Assignor defaults, Lender may at Lender's option do any one or more of the following.
 - A. Acceleration. Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due.
 - B. Additional Security. Lender may demand additional security or additional parties to be obligated to pay the Secured Debts.
 - C. Sources. Lender may use any and all remedies Lender has under Florida or federal law or in any document relating to the Secured Debts.
 - D. Insurance Benefits. Lender may make a claim for any and all insurance benefits or refunds that may be available on Assignor's default.
 - E. Payments Made On Assignor's Behalf. Amounts advanced on Assignor's behalf will be immediately due and may be added to the Secured Debts.
 - F. Rents. Lender may terminate Assignor's right to collect Rents and directly collect and retain Rents in Lender's name without taking possession of the Property and to demand, collect, receive, and sue for the Rents, giving proper receipts and releases. In addition, after deducting all reasonable expenses of collection from any collected and retained Rents. Lender may apply the balance as provided for by the Secured Debts.
 - G. Entry. Lender may enter, take possession, manage and operate all or any part of the Property; make, modify, enforce or cancel or accept the surrender of any Leases; obtain or evict any tenants or licensees; increase or reduce Rents; decorate, clean and make repairs or do any other act or incur any other cost Lender deems proper to protect the Property as fully as Assignor could do. Any funds collected from the operation of the Property may be applied in such order as Lender may deem proper, including, but not limited to, payment of the following: operating expenses, management, brokerage, attorneys' and accountants' fees, the Secured Debts, and toward the maintenance of reserves for repair or replacement. Lender may take such action without regard to the adequacy of the security, with or without any action or proceeding, through any person or agent, or receiver to be appointed by a court, and irrespective of Assignor's possession.

The collection and application of the Rents or the entry upon and taking possession of the Property as set out in this section shall not cure or waive any notice of default under the Secured Debts, this Assignment, or invalidate any act pursuant to such notice. The enforcement of such remedy by Lender, once exercised, shall continue for so long as Lender shall elect, notwithstanding that such collection and application of Rents may have cured the original default.

- H. Waiver. Except as otherwise required by law, by choosing any one or more of these remedies Lender does not give up any other remedy. Lender does not waive a default if Lender chooses not to use a remedy. By electing not to use any remedy, Lender does not waive Lender's right to later consider the event a default and to use any remedies if the default continues or occurs again.
- 17. TERM. This Assignment will remain in full force and effect until the Secured Debts are paid or otherwise discharged and Lender is no longer obligated to advance funds under any loan or credit agreement which is a part of the Secured Debts. If any or all payments of the Secured Debts are subsequently invalidated, declared void or voidable, or set aside and are required to be repaid to a trustee, custodian, receiver or any other party under any bankruptcy act or other state or federal law, then the Secured Debts will be revived and will continue in full force and effect as if this payment had not been made.
- 18. WAIVERS. Except to the extent prohibited by law, Assignor waives all appraisement and homestead exemption rights relating to the Property.
- 19. FIXTURE FILING. Assignor gives to Lender a security interest in all goods that Assignor owns now or in the future and that are or will become fixtures related to the Property. This Assignment constitutes a financing statement and is to be recorded in the real estate records.

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- 20. PERSONAL PROPERTY. Assignor gives to Lender a security interest in all personal property located on or connected with the Property, including all farm products, inventory, equipment, accounts, documents, instruments, chattel paper, general intengibles, and all other items of personal property Assignor owns now or in the future and that are used or useful in the construction, ownership, operation, management, or maintenance of the Property (all of which shall also be included in the term Property). The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.
- 21. APPLICABLE LAW. This Assignment is governed by the laws of Alabama, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.
- 22. JOINT AND SEVERAL LIABILITY AND SUCCESSORS. Each Assignor's obligations under this Assignment are independent of the obligations of any other Assignor. Lender may sue each Assignor severally or together with any other Assignor. Lender may release any part of the Property and Assignor will still be obligated under this Assignment for the remaining Property. Assignor agrees that Lender and any party to this Assignment may extend, modify or make any change in the terms of this Assignment or any evidence of debt without Assignor's consent. Such a change will not release Assignor from the terms of this Assignment. Lender may assign all or part of Lender's rights under this Assignment without Assignor's consent. If Lender assigns this Assignment, all of Assignor's covenants, agreements, representations and warranties contained in this Assignment will benefit Lender's successors and assigns. The duties of this Assignment will bind the successors and assigns of Assignor.
- 23. AMENDMENT, INTEGRATION AND SEVERABILITY. This Assignment may not be amended or modified by oral agreement. No amendment or modification of this Assignment is effective unless made in writing. This Assignment and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Assignment is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.
- 24. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Assignment.
- 25. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail or via a nationally recognized overnight courier to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Assignor will be deemed to be notice to all Assignors. Assignor will inform Lender in writing of any change in Assignor's name, address or other application information. Assignor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Assignor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Assignment. Assignor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Assignor's obligations under this Assignment and to confirm Lender's lien status on any Property, and Assignor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.
- 26. AGREEMENT TO ARBITRATE. Lender or Assignor may submit to binding arbitration any dispute, claim or other matter in question between or among Lender and Assignor that arises out of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as Lender and Assignor agree to in writing. For purposes of this section, this Transaction includes this Assignment and any other document relating to the Secured Debts, and proposed loans or extensions of credit that relate to this Assignment. Lender or Assignor will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

Lender and Assignor must consent to arbitrate any Dispute concerning the Secured Debt secured by real estate at the time of the proposed arbitration. Lender may foreclose or exercise any powers of sale against real property securing the Secured Debt underlying any Dispute before, during or after any arbitration. Lender may also enforce the Secured Debt secured by this real property and underlying the Dispute before, during or after any arbitration.

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Lender or Assignor may, whether or not any arbitration has begun, pursue any self-help or similar remedies, including taking property or exercising other rights under the law; seek attachment, garnishment, receivership or other provisional remedies from a court having jurisdiction to preserve the rights of or to prevent irreparable injury to Lender or Assignor; or foreclose against any property by any method or take legal action to recover any property. Foreclosing or exercising a power of sale, beginning and continuing a judicial action or pursuing self-help remedies will not constitute a waiver of the right to compel arbitration.

The arbitrator will determine whether a Dispute is arbitrable. A single arbitrator will resolve any Dispute, whether individual or joint in nature, or whether based on contract, tort, or any other matter at law or in equity. The arbitrator may consolidate any Dispute with any related disputes, claims or other matters in question not arising out of this Transaction. Any court having jurisdiction may enter a judgment or decree on the arbitrator's award. The judgment or decree will be enforced as any other judgment or decree.

Lender and Assignor acknowledge that the agreements, transactions or the relationships which result from the agreements or transactions between and among Lender and Assignor involve interstate commerce. The United States Arbitration Act will govern the interpretation and enforcement of this section.

The American Arbitration Association's Commercial Arbitration Rules, in effect on the date of this Assignment, will govern the selection of the arbitrator and the arbitration process, unless otherwise agreed to in this Assignment or another writing.

27. WAIVER OF TRIAL FOR ARBITRATION. Lender and Assignor understand that the parties have the right or opportunity to litigate any Dispute through a trial by judge or jury, but that the parties prefer to resolve Disputes through arbitration instead of litigation. If any Dispute is arbitrated, Lender and Assignor voluntarily and knowingly waive the right to have a trial by jury or judge during the arbitration.

SIGNATURES. By signing, Assignor agrees to the terms and covenants contained in this Assignment. Assignor also acknowledges receipt of a copy of this Assignment.

ASSIGNOR:

Brian D. Rolin

Gloria Rolin

Brian Rolin Florida Assignment of Leases and Rents AL/4XXXXXXXXX0000000002247052N

Wolters Kluwer Financial Services @1995, 2020 Bankers Systems**

Rage 9

BK: 8392 PG: 1623

ACKNOWLEDGMENT.	
STATE OF FLORIDA, COUNTY OF ESCAMBIA ss.	ئب
	A Married Man, and Gioria Rollin, A Married Woman, who is
personally known to me or who has produced as Pto driv	as identification.
My commission expires: 8 13 - 24	(Notary Public) JANILE S. ENGAR.
	(Notary Public) TANILE S. ELGAR.
JANICE S. SUGAR Notary Public-State of Florida Commission # HH 17669 My Commission # HH 17669 August 13, 2024	

Brian Rolin Florida Assignment of Leases and Rents AL/4XXXXXXXX00006000002247052N

Wolters Kluwer Financial Services ®1996, 2020 Bankers Systems™

A A Page 10

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EXHIBIT "A"

THAT PORTION OF SECTIONS 44 AND 46, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE UNITED GAS PIPE LINE COMPANY'S 30 FOOT RIGHT OF WAY AND THE NORTH LINE OF A 66 FOOT RIGHT OF WAY OF MICHIGAN AVENUE; THENCE SOUTH 71°00' WEST ALONG SAID NORTH LINE AND THE WESTERLY EXTENSION THEREOF A DISTANCE OF 400.00 FEET; THENCE NORTH 21°20' WEST 10.17 FEET TO AN IRON PIPE IN THE NORTH RIGHT OF WAY LINE OF FLORIDA STATE ROAD NO. S-296 FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 21°20' WEST, 153.35 FEET TO AN IRON PIPE; THENCE SOUTH 71°00' WEST, 100.00 FEET TO AN IRON PIPE; THENCE SOUTH 21°20' EAST 146.65 FEET TO AN IRON PIPE IN THE NORTH RIGHT OF WAY OF SAID STATE ROAD; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 2914.93 FEET A CHORD DISTANCE OF 100.50 FEET TO THE POINT OF BEGINNING.

Recorded in Public Records 3/5/2024 12:02 PM OR Book 9112 Page 693, Instrument #2024016287, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00

STANDARD FORM - FORM UCC-1 (REV.05/2013)

A. NAME & DAYTIME PHONE NUMBER OF CON Loan Operations Department 251 368 0404	TACT PERSON			
3. Email Address birthac@fnbandt.com SEND ACKNOWLEDGEMENT TO:				
Name Loan Servicing, First National Bank & Tr	ust			
Address				
Address P. O. Box 27				
City/State/Zin Atmore, Alabama 36504		E ABOVE SPACE IS FOR F	O INC OFFICE US	F ONLY
DEBTOR'S EXACT FELL LEGAL NAME - I a ORGANIZATION'S NAME	NSERT ONLY ONE DEBTOR NAME (1a OR 1b)			
Ub INDIVIDUAE'S SURNAME ofin	FIRST PERSONAL NAME Brian	ADDITIONAL NA	ME(S)/INITIAL(S)	SUFFIX
Le MAILING ADDRESS Line One		This space not available.		
MAILING ADDRESS Line Two	CITY	STATE.	POSTAL CODE 32568	COUNTRY
501 Thomas McCall Lane	Walnut Hill		Joznoc	
ADDITIONAL DEBTOR'S EXACT FULL L 2a ORGANIZATION'S NAME	EGAL NAME - INSERT ONLY ONE DEBTOR N	AME (2a OR 2b) - Do Not Al	boreviate or Combine	Names
2.5 INDIVIDUA CA SURNAME Rolin	PIRST PERSONAL NAME Gioria	ADDITIONAL NA	ME(\$)/INITIAL(\$)	SUFFIX
2.c MAILING ADDRESS Line One		This space not available.		
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY
501 Thomas McCall Lane	Walnut Hill	FL.	32568	USA
		THE RESERVE THE PARTY OF THE PA	T37 /2 - CMD 21-2	
3.a ORGANIZATION'S NAME irst National Bank & Trust	TOTAL ASSIGNEE of ASSIGNOR S/P) - INSERT			SUFFIX
3.a ORGANIZATION'S NAME irst National Bank & Trust 3.6 INDIVIDUAL'S SURNAME	TOTAL ASSIGNEE of ASSIGNOR S/P) INSERT FIRST PERSONAL NAME		TY (3a OR 3b) ME(S)/INITIAL(S)	SUFFIX
3.a ORGANIZATION'S NAME irst National Bank & Trust			ME(S)/INITIAL(S)	
3.a ORGANIZATION'S NAME irst National Bank & Trust 3.6 INDIVIDUAL'S SURNAME 3.c MAILING ADDRESS Line One MAILING ADDRESS Line Two 2. O. Box 27	FIRST PERSONAL NAME CITY Atmore	ADDITIONAL NA	ME(S)/INITIAL(S)	SUFFIX COUNTRY USA
3.a ORGANIZATION'S NAME irst National Bank & Trust 3.6 INDIVIDUAL'S SURNAME 3.c MAILING ADDRESS Line One MAILING ADDRESS Line Two 2. O. Box 27	CITY Atmore ollowing collateral: All Furniture, Fixtures & Equipment Now Owned	ADDITIONAL NA This space not available STATE AL.	ME(S)/INITIAL(S) POSTAL CODE 36504	COUNTRY
3.a ORGANIZATION'S NAME irst National Bank & Trust 3.6 INDIVIDUAL'S SURNAME. 3.c MAILING ADDRESS Line One MAILING ADDRESS Line Two P. O. Box 27 This FINANCING STATEMENY covers the ficrida Documentary Stamp Tax is not required neated at 830 W Michigan Avenue, Pensacola. F Value: \$302,000.00 See Attached Exhibit A	CITY Atmore ollowing sollateral: All Furniture, Fixtures & Equipment Now Owned L 32505.	ADDITIONAL NA This space not available. STATE AL. or Hereafter Acquired by Ti	ME(S)/INITIAL(S) POSTAL CODE 36504 he Laundry Room P	COUNTRY
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3.a ORGANIZATION'S NAME irst National Bank & Trust 3.6 INDIVIDUAL'S SURNAME. 3.c MAILING ADDRESS Line One MAILING ADDRESS Line Two P. O. Box 27 This FINANCING STATEMENY covers the ficirida Documentary Stamp Tax is not required heated at 830 W Michigan Avenue, Pensacola. F Value: \$302,000.00 See Attached Exhibit A ALTERNATE DESIGNATION (if applicable) ALTERNATE DESIGNATION (if applicable) All documentary stamps due and paya	CITY Atmore offowing collateral: All Furniture, Fixtures & Equipment Now Owned L 32505. LESSEE/LESSOR CONSIGNEE/CO AGLIEN NON-UCC FILE YOU ARE REQUIRED TO CHECK EXACTLY Oble or to become due and payable pursuant t required.	This space not available. STATE AL. or Hereafter Acquired by Ti DINSIGNOR BAILEE/B NG SELLER/	ME(S)/INITIAL(S) POSTAL CODE 36504 he Laundry Room P	COUNTRY

BK: 9112 PG: 694

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM - ADDENDUM

8. NAME OF FIRST DEBTOR (1#OR 1b) ON RELATED FIN 8a. ORGANIZATION'S NAME	NANCING STATEMENT			
8b. INDIVIDUAL'S SURNAME FIRST PERSONAL ADDITION NAME NAME(S)/INITIAL(S)	AROVE SPACE IS FOR FILE	NG OPPICE USE	ONLY
9 MISCELLANEOUS:		ABOXESCALESTING		
10. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - 10.a ORGANIZATION'S NAME	INSERT ONLY ONE DEBTOR NAME (10a OR 10b) – Do Not Abbrevia	te or Combine Nam	es
10.6 INDIVIDUAL'S SURNAME Rolin	FIRST PERSONAL NAME Gloria	ADDITIONAL NAME(SVI	NIFIAL(S) SU	FFIX
10.c MAILING ADDRESS Line One	'n	This space not available.		
MAILING ADDRESS Line Two- 2501 Thomas McCall Lane	CITY Walnut Hill	STATE POST FL 3256		DUNTRY A
11. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNATION'S NAME	NEED of ASSIGNOR S/P) INSERT ONL	Y ONE SECURED PARTY (II	a OR 11b)	
11.6 INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/I	NITIAL(S) SU	FFIX
11 c MAILING AODRESS Line One		This space not available.		
MAHLING AODRESS Line Two	CTTY	STATE POST	FAL CODE CO	CONTRY
12. This FINANCING STATEMENT covers timber to be cut or assextracted collateral, or is filed as a tixture filing. 13. Description of real estate: See Attached Exhibit A 14. Name and address of a RECORD OWNER of above-described real estate (if Debtor does not have a record interest): Biran D. Rolin and Gloria Rolin	17. Check only if applicable and chec	esed by Decedent's Personal Rep k <u>only</u> one bex.	***************************************	
STANDARD FORM . FORM UCC-1 ADDENDUM (REV.85/2013)	Filing Office Copy	Approved by the Secret	ary of State, State	of Florida

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Exhibit A

The land referred to herein below is situated in the County of ESCAMBIA, State of FL, and is described as follows:

THAT PORTION OF SECTIONS 44 AND 46, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF THE UNITED GAS PIPE LINE COMPANY'S 30 FOOT RIGHT OF WAY AND THE NORTH LINE OF THE 66 FOOT RIGHT OF WAY OF MICHIGAN AVENUE; THENCE SOUTH 71°00' WEST ALONG SAID NORTH LINE AND THE WESTERLY EXTENSION THEREOF A DISTANCE OF 400.00 FEET; THENCE NORTH 21°20' WEST 10.17 FEET TO AN IRON PIPE IN THE NORTH RIGHT OF WAY LINE OF FLORIDA STATE ROAD NO. S-296 FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 21°20' WEST, 153.35 FEET TO AN IRON PIPE; THENCE SOUTH 71°00' WEST, 100.00 FEET TO AN IRON PIPE; THENCE SOUTH 21°20' EAST 146.65 FEET TO AN IRON PIPE IN THE NORTH RIGHT OF WAY LINE OF SAID STATE ROAD; THENCE EASTERLY ALONG SAID RIGHT OF WAY LINE BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 2914.93 FEET A CHORD DISTANCE OF 100.50 FEET TO THE POINT OF BEGINNING.

Signed For Identification:

Brian D. Rolin X2-28-34,
Date

Storie Rollin 4228-24
Date