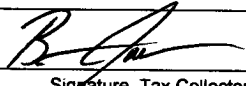




CERTIFICATION OF TAX DEED APPLICATION

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 Deed Application Information					
Applicant Name Applicant Address	KEYS FUNDING LLC - 9022 PO BOX 71540 PHILADELPHIA, PA 19176-1540		Application date	Apr 22, 2024	
Property description	HOLE PROPERTIES LLC 7 BUCKINGHAM ST HATTIESBURG, MS 39402 1170 PATTON DR 08-0960-080 LT 8 BLK 7 BEL AIR PB 2 P 27 OR 7433 P 1384 OR 7560 P 954 CA 218		Certificate #	2022 / 3495	
			Date certificate issued	06/01/2022	
Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application					
Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)	
# 2022/3495	06/01/2022	1,370.55	68.53	1,439.08	
→ Part 2: Total*				1,439.08	
Part 3: Other Certificates Redeemed by Applicant (Other than County)					
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2023/3521	06/01/2023	1,530.45	6.25	84.17	1,620.87
Part 3: Total*					1,620.87
Part 4: Tax Collector Certified Amounts (Lines 1-7)					
1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)					3,059.95
2. Delinquent taxes paid by the applicant					0.00
3. Current taxes paid by the applicant					1,514.33
4. Property information report fee					200.00
5. Tax deed application fee					175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)					0.00
7. Total Paid (Lines 1-6)					4,949.28
I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.					
Sign here: 			Escambia, Florida Date April 24th, 2024		

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

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>04/02/2025</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS + 6.25

Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2400585

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

KEYS FUNDING LLC - 9022

PO BOX 71540

PHILADELPHIA, PA 19176-1540,

hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
08-0960-080	2022/3495	06-01-2022	LT 8 BLK 7 BEL AIR PB 2 P 27 OR 7433 P 1384 OR 7560 P 954 CA 218

I agree to:

- pay any current taxes, if due and
- redeem all outstanding tax certificates plus interest not in my possession, and
- pay all delinquent and omitted taxes, plus interest covering the property.
- pay all Tax Collector's fees, property information report costs, Clerk of the Court costs, charges and fees, and Sheriff's costs, if applicable.

Attached is the tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

Electronic signature on file

KEYS FUNDING LLC - 9022

PO BOX 71540

PHILADELPHIA, PA 19176-1540

04-22-2024

Application Date

Applicant's signature



Chris Jones Escambia County Property Appraiser

[Real Estate Search](#)

[Tangible Property Search](#)

[Sale List](#)

[Back](#)

← Nav. Mode ☒ Account ☐ Parcel ID →

[Printer Friendly Version](#)

General Information Parcel ID: 5025305020008007 Account: 080960080 Owners: HOLE PROPERTIES LLC Mail: 7 BUCKINGHAM ST HATTIESBURG, MS 39402 Situs: 1170 PATTON DR 32507 Use Code: SINGLE FAMILY RESID Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						Assessments <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2023</td> <td>\$7,500</td> <td>\$103,535</td> <td>\$111,035</td> <td>\$95,282</td> </tr> <tr> <td>2022</td> <td>\$7,500</td> <td>\$93,744</td> <td>\$101,244</td> <td>\$86,620</td> </tr> <tr> <td>2021</td> <td>\$6,000</td> <td>\$73,809</td> <td>\$79,809</td> <td>\$78,746</td> </tr> </tbody> </table> <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Tax Estimator</p> <p style="text-align: center;">File for Exemption(s) Online</p> <p style="text-align: center;">Report Storm Damage</p>					Year	Land	Imprv	Total	Cap Val	2023	\$7,500	\$103,535	\$111,035	\$95,282	2022	\$7,500	\$93,744	\$101,244	\$86,620	2021	\$6,000	\$73,809	\$79,809	\$78,746																																		
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Legal Description LT 8 BLK 7 BEL AIR PB 2 P 27 OR 7433 P 1384 OR 7560 P 954 CA 218																																																																
Extra Features None																																																																
Parcel Information <div style="float: right;">Launch Interactive Map</div>																																																																

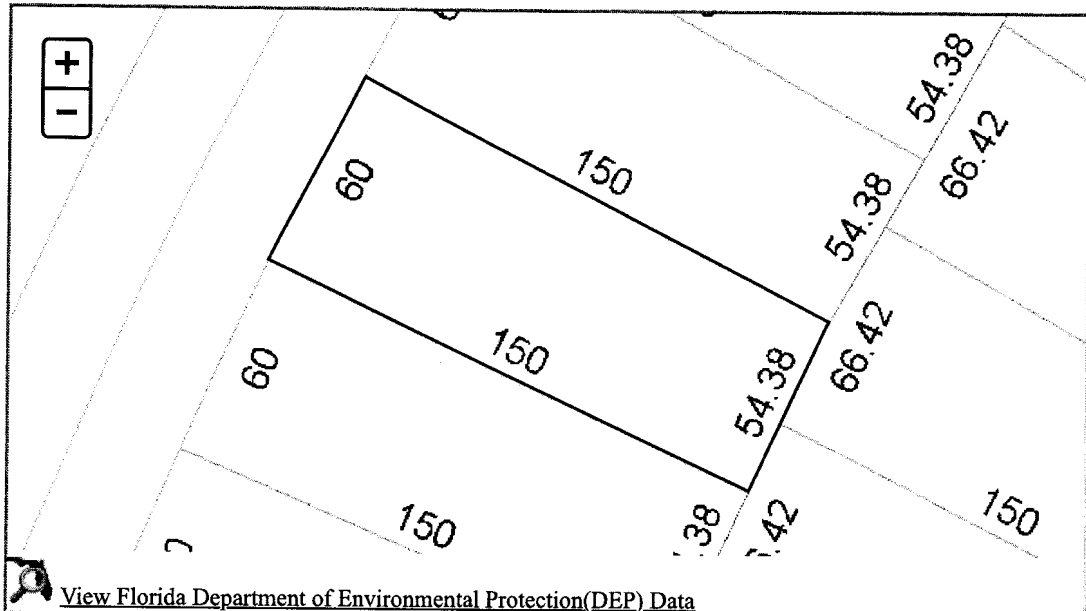
Section
Map Id:
CA218

Approx.
Acreage:
0.2023

Zoned: 

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Evacuation
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Information
[Open
Report](#)




Buildings

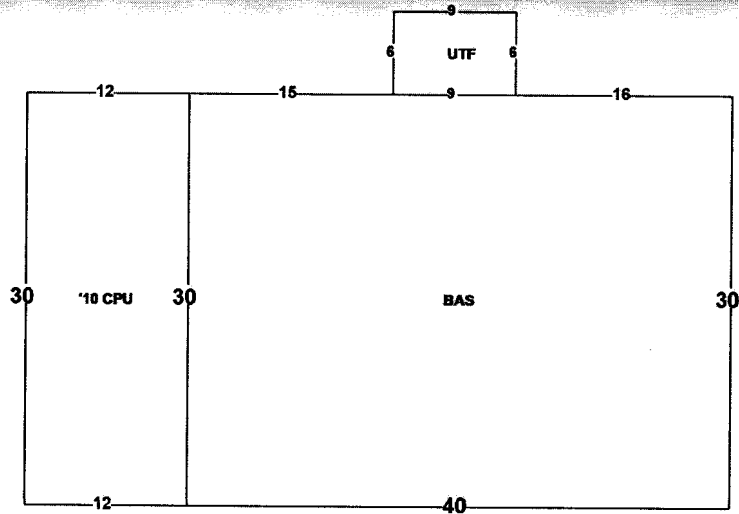
Address: 1170 PATTON DR, Year Built: 1972, Effective Year: 1972, PA Building ID#: 87432

Structural Elements

DECOR/MILLWORK-AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-BRICK-FACE/VENEER
FLOOR COVER-CARPET
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-5
NO. STORIES-1
ROOF COVER-DIMEN/ARCH SHNG
ROOF FRAMING-GABLE-HI PITCH
STORY HEIGHT-0
STRUCTURAL FRAME-WOOD FRAME

 Areas - 1614 Total SF

BASE AREA - 1200
CARPORT UNF - 360
UTILITY FIN - 54



Images



5/7/2019 12:00:00 AM

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

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

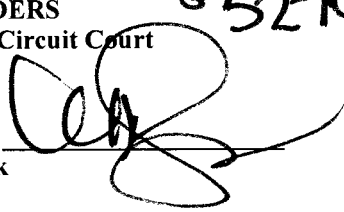
**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
 Tax Certificate Redeemed From Sale
 Account: 080960080 Certificate Number: 003495 of 2022**

**Payor: HOLE PROPERTIES LLC 7 BUCKINGHAM ST HATTIESBURG, MS 39402 Date
 6/26/2024**

Clerk's Check # 1
 Tax Collector Check # 1

Clerk's Total \$538.08
 Tax Collector's Total \$5,846.40
 Postage \$100.00
 Researcher Copies \$0.00
 Recording \$10.00
 Prep Fee \$7.00
 Total Received ~~\$6,501.48~~

PAM CHILDERS
 Clerk of the Circuit Court

Received By: 
 Deputy Clerk

REDUCED
\$5210.69

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



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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 08-0960-080 CERTIFICATE #: 2022-3495

THIS REPORT IS NOT TITLE INSURANCE. THE LIABILITY FOR ERRORS OR OMISSIONS IN THIS REPORT IS LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of record of the land described herein together with current and delinquent ad valorem tax information and a listing and copies of all open or unsatisfied leases, mortgages, judgments and encumbrances recorded in the Official Record Books of Escambia County, Florida that appear to encumber the title to said land as listed on page 2 herein. It is the responsibility of the party named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately.

This Report is subject to: Current year taxes; taxes and assessments due now or in subsequent years; oil, gas, and mineral or any subsurface rights of any kind or nature; easements, restrictions and covenants of record; encroachments, overlaps, boundary line disputes, and any other matters that would be disclosed by an accurate survey and inspection of the premises.

This Report does not insure or guarantee the validity or sufficiency of any document attached, nor is it to be considered a title insurance policy, an opinion of title, a guarantee of title, or as any other form of guarantee or warranty of title.

Use of the term "Report" herein refers to the Property Information Report and the documents attached hereto.

Period Searched: December 12, 2004 to and including December 12, 2024 Abstractor: Ben Murzin

BY

Michael A. Campbell,
As President
Dated: December 17, 2024

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

December 17, 2024

Tax Account #: **08-0960-080**

1. The Grantee(s) of the last deed(s) of record is/are: **HOLE PROPERTIES LLC AND QUOC LE**

By Virtue of Quit Claim Deed recorded 11/9/2015 in OR 7433/1384 Quit Claim Deed recorded 06/01/2016 in OR 7532/1055 and Quit Claim Deed recorded 07/20/2016 in OR 7560/954.

ABSTRACTOR'S NOTE: APPEARS TO BE ONLY ONE WITNESS ON OR 7433/1384. DEED IN OR 7532/1055 IS CONFUSING AS TO GRANTOR AND GRANTEE. WE HAVE INCLUDED ALL PARTIES FOR NOTICE.

2. The land covered by this Report is: **See Attached Exhibit "A"**

3. The following unsatisfied mortgages, liens, and judgments affecting the land covered by this Report appear of record:

- a. **Purchase Money Mortgage in favor of Raymond Nguyen recorded 02/26/1998 OR 4226/1232**
- b. **Mortgage in favor of AmSouth Bank recorded 07/02/2001 OR 4731/1552**
- c. **Notice of Lien in favor of Emerald Coast Utilities Authority recorded 03/16/2010 OR 6570/252**
- d. **Final Judgment in favor of Membersfirst Credit Union of Florida recorded 03/26/2010 OR 6573/1002**

4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 08-0960-080

Assessed Value: \$104,810.00

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

TAX ACCOUNT #: 08-0960-080

CERTIFICATE #: 2022-3495

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.

RAYMOND NGUYEN

SAU NGUYEN

QUOC LE

HOLE PROPERTIES LLC

1170 PATTON DR

PENSACOLA FL 32507

QUOC LE

HOLE PROPERTIES LLC

7 BUCKINGHAM ST

HATTIESBURG MS 39402

MEMBERSFIRST CREDIT

UNION OF FLORIDA

64 S REUS ST

PENSACOLA FL 32501

EMERALD COAST

UTILITIES AUTHORITY

9255 STURDEVANT ST

PENSACOLA FL 32514-0311

AMSOUTH BANK

575 NORTH NAVY BLVD

PENSACOLA FL 32507

SAU NGUYEN

36 MORRELL CIR

HATTIESBURG, MS 39402

Certified and delivered to Escambia County Tax Collector, this 16th day of December, 2024.
PERDIDO TITLE & ABSTRACT, INC.



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

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

PROPERTY INFORMATION REPORT

December 17, 2024

Tax Account #:08-0960-080

**LEGAL DESCRIPTION
EXHIBIT "A"**

LT 8 BLK 7 BEL AIR PB 2 P 27 OR 7433 P 1384 OR 7560 P 954 CA 218

SECTION 50, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 08-0960-080(0425-46)

Quitclaim Deed

RECORDING REQUESTED BY San Nguyen

AND WHEN RECORDED MAIL TO:

Hole Properties LLC, Grantee(s)

7 Buckingham St
Hattiesburg MS 39402

Consideration: \$ GIFT

Property Transfer Tax: \$ 0

Assessor's Parcel No.: 1170 Patton Dr. 32507 5025309020000007

PREPARED BY: San Nguyen certifies herein that he or she has prepared
this Deed.

San Nguyen
Signature of Preparer

11/9/15
Date of Preparation

San Nguyen
Printed Name of Preparer

THIS QUITCLAIM DEED, executed on 11/9/15 in the County of

ESCAMBIA, State of FLORIDA

by Grantor(s), San Nguyen,

whose post office address is 36 MORRIS CIRCLE HATTIESBURG MS 39402,

to Grantee(s), Hole Properties LLC,

whose post office address is 7 BUCKINGHAM ST. HATTIESBURG MS 39402

WITNESSETH, that the said Grantor(s), Hole Properties LLC,

for good consideration and for the sum of GIFT

(\$ 0) paid by the said Grantee(s), the receipt whereof is hereby acknowledged,
does hereby remise, release and quitclaim unto the said Grantee(s) forever, all the right, title

interest and claim which the said Grantor(s) have in and to the following described parcel of land, and improvements and appurtenances thereto in the County of ESCAMBIA, State of FLORIDA and more specifically described as set forth in EXHIBIT "A" to this Quitclaim Deed, which is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the said Grantor(s) has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

GRANTOR(S):

Sen Nguyen
Signature of Grantor

Sen Nguyen
Print Name of Grantor

Aspen Vaden
Signature of First Witness to Grantor(s)

Aspen Vaden
Print Name of First Witness to Grantor(s)

Signature of Second Grantor (if applicable)

Print Name of Second Grantor (if applicable)

Signature of Second Witness to Grantor(s)

Print Name of Second Witness to Grantor(s)

GRANTEE(S):

Thi-Nhung Ho
Signature of Grantee

Thi-Nhung Ho
Print Name of Grantee

Aspen Vaden
Signature of First Witness to Grantee(s)

Aspen Vaden
Print Name of First Witness to Grantee(s)

Quoc Le
Signature of Second Grantee (if applicable)

Quoc Le
Print Name of Second Grantee (if applicable)

Aspen Vaden
Signature of Second Witness to Grantee(s)

Aspen Vaden
Print Name of Second Witness to Grantee(s)

NOTARY ACKNOWLEDGMENT

State of Florida

County of Escambia

On Nov. 9th 2015, before me, Monique R. Richardson, a notary public in and for said state, personally appeared, San Nguyen, Thu-Naug Ho and Quoc Le

who are known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Monique R. Richardson
Signature of Notary

Affiant Known _____ Produced ID X

Type of ID Mississippi Drivers
licence(s)



MONIQUE R. RICHARDSON
MY COMMISSION # EE 851838
EXPIRES: November 15, 2016
Bonded Thru Budget Notary Services

Exhibit "A"

LT 8 BLK 7 BEL AV PB 2 P 27 O R 4224 P 1230 CA 218

Quitclaim Deed

RECORDING REQUESTED BY Sau Nguyen
AND WHEN RECORDED MAIL TO:

Quoc LE, Grantee(s)
7 Buckingham St
Hattiesburg MS 39402

Consideration: \$ Gift

Property Transfer Tax: \$ 0

Assessor's Parcel No.: 1170 Patton Dr 32507

502S305020008007

PREPARED BY: Sau Nguyen certifies herein that he or she has prepared
this Deed.

Sau Nguyen
Signature of Preparer

May 13, 2016
Date of Preparation

Sau Nguyen
Printed Name of Preparer

THIS QUITCLAIM DEED, executed on May 13, 2016 in the County of
Lamar, State of Mississippi

by Grantor(s), Sau Nguyen
whose post office address is 36 Marvell Circle Hattiesburg, MS 39402
to Grantee(s), Quoc LE
whose post office address is 7 Buckingham St Hattiesburg MS 39402

WITNESSETH, that the said Grantor(s), Quoc LE,
for good consideration and for the sum of Gift
(\$ 0) paid by the said Grantee(s), the receipt whereof is hereby acknowledged,
does hereby remise, release and quitclaim unto the said Grantee(s) forever, all the right, title

interest and claim which the said Grantor(s) have in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Escambia, State of Florida and more specifically described as set forth in EXHIBIT "A" to this Quitclaim Deed, which is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the said Grantor(s) has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

GRANTOR(S):

Sau Nguyen
Signature of Grantor

Sau Nguyen
Print Name of Grantor

Bourne
Signature of First Witness to Grantor(s)

Shanda Bourne
Print Name of First Witness to Grantor(s)

Signature of Second Grantor (if applicable)

Print Name of Second Grantor (if applicable)

Shuff
Signature of Second Witness to Grantor(s)

FERRON RUFFIN
Print Name of Second Witness to Grantor(s)

GRANTEE(S):

Quoc UG
Signature of Grantee

Quoc UG
Print Name of Grantee

Bourne
Signature of First Witness to Grantee(s)

Shanda Bourne
Print Name of First Witness to Grantee(s)

Signature of Second Grantee (if applicable)

Print Name of Second Grantee (if applicable)

Shuff
Signature of Second Witness to Grantee(s)

FERRON RUFFIN
Print Name of Second Witness to Grantee(s)

NOTARY ACKNOWLEDGMENT

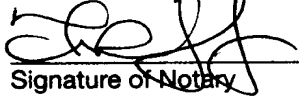
State of MS

County of LAMAR

On MAY 13, 2016, before me, FERRON RUFFIN, a notary public in and for said state, personally appeared, QUOC CONG LE & SAU THI NGUYEN

who are known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



Signature of Notary

Affiant Known _____ Produced ID 115477

Type of ID _____

common expires 03/01/2020

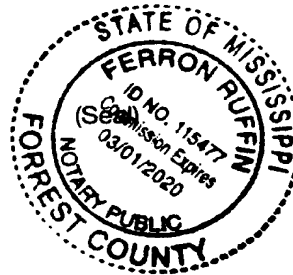


Exhibit "A"

LT 8 BLK 7 BEL Air PB 2 P 27 OR 4226 P 1230
CA 218

Quitclaim Deed

RECORDING REQUESTED BY Sau Nguyen

AND WHEN RECORDED MAIL TO:

Hole Properties LLC, Grantee(s)

7 Buckingham St.
Hattiesburg MS 39402

Consideration: \$ Gift

Property Transfer Tax: \$ 0

Assessor's Parcel No.: 1170 Patton Dr. 32507 502S305020008007

PREPARED BY: Sau Nguyen certifies herein that he or she has prepared
this Deed.

Sau Nguyen
Signature of Preparer

July 18, 2016
Date of Preparation

Sau Nguyen
Printed Name of Preparer

THIS QUITCLAIM DEED, executed on July 18 2016 in the County of
Lamar, State of Mississippi

by Grantor(s), Sau Nguyen,
whose post office address is 36 Marvell Circle Hattiesburg, MS 39402,

to Grantee(s), Hole Properties LLC,
whose post office address is 7 Buckingham St. Hattiesburg MS 39402

WITNESSETH, that the said Grantor(s), Hole Properties LLC,
for good consideration and for the sum of gift
(\$ 0) paid by the said Grantee(s), the receipt whereof is hereby acknowledged,
does hereby remise, release and quitclaim unto the said Grantee(s) forever, all the right, title

interest and claim which the said Grantor(s) have in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Lamar, State of Mississippi and more specifically described as set forth in EXHIBIT "A" to this Quitclaim Deed, which is attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the said Grantor(s) has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

GRANTOR(S):

San Nguyen
Signature of Grantor

San Nguyen
Print Name of Grantor

Kalin Alford
Signature of First Witness to Grantor(s)

Kalin Alford
Print Name of First Witness to Grantor(s)

Signature of Second Grantor (if applicable)

Print Name of Second Grantor (if applicable)

Michael Whitney
Signature of Second Witness to Grantor(s)

Michael Whitney
Print Name of Second Witness to Grantor(s)

GRANTEE(S):

Thu-Huong Ho
Signature of Grantee

Thu-Huong Ho
Print Name of Grantee

Kalin Alford
Signature of First Witness to Grantee(s)

Kalin Alford
Print Name of First Witness to Grantee(s)

Quac Le
Signature of Second Grantee (if applicable)

Quac Le
Print Name of Second Grantee (if applicable)

Michael Whitney
Signature of Second Witness to Grantee(s)

Michael Whitney
Print Name of Second Witness to Grantee(s)

NOTARY ACKNOWLEDGMENT

State of Mississippi

County of Lamar

On July 18, 2016, before me, Kalin Alford, a notary public in and for said state, personally appeared, Sau Thi Nguyen, Quoc Cong Le, Huu Huong Thi Ho

who are known to me (or proved to me on the basis of satisfactory evidence) to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Kalin Alford
Signature of Notary

Affiant Known _____ Produced ID ✓

Type of ID Drivers License

(Seal)



Exhibit "A"

LT 8 PUL 7 PUL AIR PB 2 P 27 OR 4226P 1230 CA 218

19.50
45.00
24.00
Prepared by: ✓
Mary M. Callaway, P.A.
P.O. Box 36097
Pensacola, FL 32516
(850) 434-2114

MTG DOC STAMPS PD @ ESC CO \$ 42.00
02/25/98 ERNIE LEE MAGNIA, CLERK

By: *[Signature]*

INTANGIBLE TAX PD @ ESC CO \$ 24.00
02/26/98 ERNIE LEE MAGNIA, CLERK

By: *[Signature]*

PURCHASE MONEY MORTGAGE

State of Florida
County of Escambia

THIS MORTGAGE executed February 26, 1998, by SAU NGUYEN, a widow, hereinafter called "Mortgagor" or "Borrower" (whether singular or plural), and shall include the heirs, legal representatives, successors and assigns of Mortgagor, in favor of RAYMOND NGUYEN, a married man, hereinafter called "Mortgagee" or "Lender" (whether singular or plural), which term shall include the heirs, legal representatives, successors and assigns of Mortgagee.

WITNESSETH THAT, WHEREAS, Mortgagor is justly indebted to Mortgagee in the principal sum of TWELVE THOUSAND AND 00/100 DOLLARS (\$12,000.00), which indebtedness is evidenced by Mortgagor's note of even date herewith, hereafter called "note", providing for payments of principal and no interest as follows:

The sum shall be payable in monthly installments of \$250.00, principal payments. The first monthly payment of \$250.00 shall commence on the 5th day of March, 1998, with each subsequent monthly installment to become due on the same date each month thereafter until all principal is paid in full.

NOW THIS MORTGAGE DEED, WITNESSETH, that Mortgagor, for the better securing of the several sums of money mentioned in the above note, does grant, bargain, sell, alien, remise, release, convey and confirm unto Mortgagee, in fee simple forever, all the following piece, parcel or tract of land of which Mortgagor is now seized and possessed, situate, lying and being in the County of Escambia, State of Florida, and more particularly described as follows:

LOT 8, BLOCK 7, BEL AIR, ACCORDING TO THE PLAT THEREOF AS RECORDED
IN PLAT BOOK 2, PAGE 27 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY,
FLORIDA

Parcel No. 50-2S-30-5020-008-007

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

THIS IS NOT HOMESTEAD PROPERTY OF THE MORTGAGOR/LENDER.

TO HAVE AND TO HOLD the above-granted premises, with appurtenances, unto Mortgagee, in fee simple forever.

Mortgagor covenants and agrees with Mortgagee as follows:

1. MORTGAGOR'S COVENANTS OF TITLE. That Mortgagor is seized lawfully of the above-described premises in fee simple and has good right to sell and convey the same to Mortgagee; the premises are free and discharged of and from all taxes, tax titles or certificates, judgments, mechanics' liens and encumbrances of any nature or kind whatsoever; Mortgagor fully warrants and will defend the premises to Mortgagee against the lawful claims and demands of all persons whomsoever and will make such further assurances to perfect fee simple title to the land in Mortgagee as reasonably may be required; and that Mortgagor will pay the several sums of money agreed in the note to be paid and all installments of principal and interest promptly when due, according to the true tenor and effect of the note.

2. TAXES, ASSESSMENTS. That Mortgagor will pay all and singular the taxes, assessments, levies and encumbrances of every nature on the above-described property and upon this mortgage and note, or the money secured by them before their delinquency, and promptly deliver the official receipts to Mortgagee; if they are not paid promptly when due, Mortgagee (without obligation to do so) may pay them without waiving or affecting any right contained in this mortgage or the note and charge the sums so paid, to Mortgagor and such sums of money shall bear interest from the date of payment at the highest rate allowed by law.

3. CASUALTY INSURANCE That Mortgagor will keep the buildings and all other improvements that now are or hereafter may be erected on the land above-described insured against all risk by fire and extended coverage in the sum not less than the full insurable value, at the expense of Mortgagor, in a good and responsible insurance company or companies, licensed to do business in the State of Florida and acceptable to Mortgagee. The insurance shall be for the benefit of Mortgagee (but Mortgagee shall not be liable for the insolvency or irresponsibility of any such companies) and the policy or policies and all renewals of them shall be deposited with and held by Mortgagee. The policy or policies and all renewals shall contain a "Loss Payable" or "Standard Mortgage" clause, making the proceeds of the policies payable to Mortgagee as Mortgagee's interest may appear, and naming Mortgagee as additional insured thereunder. Upon

any default by Mortgagor, Mortgagee (but without obligation so to do) may place insurance on any building on the premises, pay the premiums and charge the sums so paid, together with interest at the highest rate allowed by law. In the event of a loss by fire or other casualty, Mortgagor will give immediate notice by mail to Mortgagee.

4. MORTGAGEE'S ADVANCES. All sums of money secured, paid or caused to be paid by Mortgagee under the terms of this mortgage and specifically provided for in this instrument, including any expenses incurred by Mortgagee, in collection of the sums secured by this mortgage, shall be covered by the lien of this mortgage the same as the sums of money represented by the note secured by this mortgage. If Mortgagee receives any sums as escrow deposits for taxes, insurance or other items, those sums shall be advanced by Mortgagee for the stated purposes.

5. PROTECTION OF THE PROPERTY. Mortgagor shall keep the property in good repair and permit, commit or suffer no waste, impairment or deterioration of the property, or any part of it. In the event of waste, impairment or deterioration of the real property, Mortgagee may give notice of default pursuant to this provision. The failure of Mortgagor to comply with the demand of Mortgagee for a period of 15 days shall constitute a breach of this mortgage and, at the option of Mortgagee, immediately mature the entire unpaid principal and interest secured. Mortgagee, without notice, may then institute proceedings to foreclose this mortgage and apply for the appointment of a receiver, as hereafter provided.

6. THE NOTE. Mortgagor promises, covenants and agrees to pay promptly when due the sums of money and interest as mentioned in the promissory note (Mortgagor expressly agreeing that no notice of nonpayment shall be necessary), together with any and all other sums of money justly due and owing Mortgagee by the terms of this mortgage, and secured to be paid as aforesaid. If default shall be made in the payment of the sums of money or any part of such sums as provided in the note or this mortgage, or should Mortgagor breach or fail to comply with any other covenant or agreement on the part of Mortgagor to be complied with (in those cases in which the option of Mortgagee of acceleration is not otherwise provided expressly in this mortgage), then and from henceforth, at the option of Mortgagee, and without notice to Mortgagor, the whole of the principal sum expressed in the note, together with all sums provided for in it, shall become due and payable immediately, without notice to Mortgagor.

7. ATTORNEY'S FEES, COSTS. In case it should become necessary to place this mortgage and the note secured by it, or either of them, in the hands of an attorney for collection, Mortgagor covenants and agrees with Mortgagee to pay all costs of collection when incurred, including a reasonable attorney's fee, whether incurred in Court or not, and whether incurred in enforcing, construing or defending this instrument or any constituent collateral document arising out of the transaction from which this instrument emanates, and whether incurred by activities directly involving this instrument or proceedings in bankruptcy or probate (including reasonable attorney's fees and costs for proceedings involving any appeals and any procedure for resolution of disputes) whether before or after default.

8. RECEIVER. In the event that at the beginning of or at any time pending any action upon this mortgage or to foreclose or reform it or to enforce payment of any claims under it, Mortgagee shall apply to the court having jurisdiction for the appointment of a receiver, the court forthwith shall appoint a receiver of the mortgaged property all and singular, including all and singular the income, profits, issues and revenues from whatever source derived, each and every one of which, it being expressly understood, is mortgaged by this instrument as if specifically set forth and described in its granting and habendum clauses, and the receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver. The appointment shall be made by the court as an admitted equity and matter of absolute right to Mortgagee, without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of Mortgagor or the defendant. All rents, profits, incomes, issues and revenues shall be applied by the receiver according to the lien or equity of Mortgagee and the practice of the court, and the appointment of the receiver shall be without notice to any obligor under this mortgage.

9. WAIVERS. Mortgagor waives all right of homestead and exemption granted by the Constitution and laws of Florida on the property encumbered by this mortgage. (Provided, however, this shall not prevent the ability of Mortgagor to apply for the applicable homestead exemption from ad valorem taxation provided the same does not inhibit the lien of this mortgage.) It is agreed specifically that time is of the essence of this contract. It is further stipulated and agreed by and between the parties that Mortgagee shall have the right to exercise any option or privilege herein given or reserved and to enforce any duty of Mortgagor at any time without further or other notice regardless of any prior waiver by Mortgagee or default of Mortgagor or delay by Mortgagee in exercising any right, privilege, or option or in enforcing such duty of Mortgagor, and no waiver by Mortgagee of default of Mortgagor nor delay of Mortgagee in exercising any right, privilege, or option, or in enforcing any duty of Mortgagor shall be deemed, held, or construed to be a waiver of any of the terms or provisions of this mortgage or of any subsequent default.

10. DEALING WITH SUBSEQUENT OWNERS. In the event the ownership of the property or any part of it becomes vested in a person other than Mortgagor, Mortgagee, without notice to the Mortgagor, may deal with the successor or successors in interest with reference to this mortgage and the debt secured by it in the same manner as with Mortgagor and may forbear to sue or may extend time for payment of the debt secured, without discharging or in anyway affecting the liability of Mortgagor under this mortgage or upon the debt secured by it.

11. DEFAULT UNDER OTHER MORTGAGES, ETC. If defaults occur under, or if any proceeding is instituted for foreclosure of any mortgage or other lien on the above-described property, whether prior or subordinate in dignity to the lien hereof, this mortgage and the entire indebtedness shall immediately become due and payable without notice.

12. ASSIGNMENTS OF LEASES AND RENTS. As additional security for the payment of the indebtedness evidenced by the note, interest thereon, insurance premiums, taxes and assessments, and all other sums required to be paid by Mortgagor, at the time and in the manner herein agreed, and for the performance of the covenants and agreements herein contained, Mortgagee does hereby sell, assign, transfer and set over unto Mortgagee herein all of the leases, lease agreements and lease arrangements, together with all rents, dues, profits or income under any written or oral leases of all or any part of the mortgaged premises whether such leases are now in existence or hereafter come into existence during the period this mortgage is in effect. This assignment of rents shall run with the land and be good and valid as against Mortgagor herein, or those claiming by, under or through Mortgagor, from the date of the recording of this instrument. This assignment shall continue to be operative during any foreclosure or any other proceedings taken to enforce this mortgage, and the collection of rents by Mortgagee shall in no way waive the right of Mortgagee to foreclose the mortgage in the event of any default by Mortgagor. In the event of a sale on foreclosure which shall result in a deficiency, this assignment shall stand as security for the payment of such deficiency. So long as Mortgagor is not in default, Mortgagor shall be entitled to collect and keep any of such rents, but after default Mortgagee shall be absolutely entitled to collect said rents without the necessity of Court appointment of a receiver.

13. FUTURE ADVANCES. This mortgage shall secure such future or additional advances as may be made by Mortgagee, at the sole option of Mortgagee, to Mortgagor, or the successors in title of Mortgagor, for any purpose, provided that all those advances are to be made within 20 years from the date of this mortgage, or within such lesser period of time as may be provided hereafter by law as a prerequisite for the sufficiency of actual notice or record notice of the optional future or additional advances as against the rights of creditors or subsequent purchasers for valuable consideration. The total amount of indebtedness secured by this mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed twice the original face amount of this mortgage, plus interest, and any disbursements made for the payment of taxes, levies, or insurance on the property covered by the lien of this mortgage, or for attorneys' fees, appraisal fees, title search expense and court costs, all with interest on those disbursements and additional charges.

14. CONDEMNATION. Mortgagee shall be entitled to receive any sums which have been or may be awarded Mortgagor for the condemnation of the premises or any part thereof for public use and sums which may be awarded Mortgagor for damages caused by public works or construction on or near the premises. All such proceeds and awards are hereby assigned to Mortgagee and Mortgagor, upon request by Mortgagee, agrees to make, execute and deliver any additional assignments or documents which may be necessary from time to time to enable Mortgagee, at Mortgagee's option, to collect and receipt the same. Unless otherwise agreed, any sum received by Mortgagee under the provisions of this paragraph shall be applied to the payment of principal, whether then matured or not, in the inverse order of its maturity. Mortgagor shall be permitted to negotiate a settlement with the condemning authority in connection with the amount of the award to be paid by reason of the taking by power of eminent domain or by condemnation of the property hereinabove described, or any part thereof, provided, however, that NO agreement as to the amount of any such award shall become final or binding upon the Mortgagee until consented to in writing by the Mortgagee, provided further, that Mortgagee shall not unreasonably withhold such consent, and provided that any award, whether paid as a result of a negotiated settlement or judgment shall be paid to the Mortgagee, and Mortgagee is hereby appointed attorney-in-fact for this purpose and as such is duly authorized and empowered to receive, receipt for, discharge and satisfy any such award and judgment, whether joint or several, on behalf of Mortgagor, Mortgagor's successors and assigns, which said receipt, discharge and satisfaction shall be as legally effective and binding as if given directly by Mortgagor, or Mortgagor's successors in interest. Amounts received as a result of the above provisions will be applied to the payment of all amounts secured by the promissory note and this mortgage and excess, if any, will be promptly transmitted to mortgagor.

15. SEVERABILITY, REMEDIES CUMULATIVE, CAPTIONS. The unenforceability or invalidity of any provision or provisions of this mortgage shall not render any other provision or provisions herein contained unenforceable or invalid. All rights or remedies available to Mortgagee hereunder are cumulative and not alternative, and are in addition to those provided by law. All captions and

subheadings are for convenience only and shall have no substantive effect.

16. DUE ON SALE. Mortgagor agrees that the credit terms of the purchase transaction (from which this purchase money mortgage and the note which it secures have arisen) are extremely liberal, constituting a purchase by Mortgagor, and such credit terms having been extended to Mortgagor as an accommodation personal to Mortgagor. Mortgagor agrees that the credit terms of this repayment arrangement with respect to the deferred purchase price are personal to Mortgagor only and are not assignable to any person whomsoever. In addition, in exchange for the granting of the liberal credit terms, Mortgagor agrees to the following additional terms and conditions.

(A) That in the event Mortgagor, without the prior written consent of Mortgagee as aforesaid, shall attempt to convey away said premises or attempt to sell the same under contract or if the legal or equitable title to said premises shall become vested in any person or persons in any manner whatsoever, then Mortgagee shall have any one or more of the following options which may be exercised by written notice from Mortgagee to Mortgagor with respect to such options:

(i) To increase the rate of interest under the note which this mortgage secures to the maximum rate then allowed by law, and/or

(ii) Declare all sums of money secured by this mortgage, and the note for which it is given as security, due and payable and in default immediately and concurrently with such conveyance or vesting of such title, whether or not they are so due and payable and in default by the specific terms of this mortgage, and/or

(iii) To shorten the amortization period under the note which this mortgage secures to a term of 3 months or a period equal to one-half of the amortization period then remaining, whichever is less, with a commensurate adjustment in the payment amounts to accomplish the amortization of the remaining indebtedness over such shortened amortization period.

PROVIDED, ALWAYS, HOWEVER, that if Mortgagor shall pay unto Mortgagee the monies provided for in and by the note and this mortgage and shall well and truly keep, observe and perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of the mortgage and note as and when required by them, then this mortgage shall cease and be null and void, otherwise the same shall remain of binding force and effect.

IN WITNESS WHEREOF, Mortgagor has made, executed, sealed and delivered this mortgage the day and year first above written.

Witnesses:

Ken Le
Ken Le

Gloria Suarez
Gloria Suarez

SAU NGUYEN (SEAL)
SAU NGUYEN

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 26th day of February, 1998, by SAU NGUYEN, to me well known and known to me to be the person described above, who being by me first duly sworn, states that she is the person who executed the foregoing for the reasons expressed therein.

Dated this 26th day of February, 1998.

Mary M. Callaway
NOTARY PUBLIC
My Commission Expires:



RCD Feb 26, 1998 01:47 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 98-460484

6-21-01
150.61
33.00
74.90
42.71
150.61

OR BK 4731 P61552
Escambia County, Florida
INSTRUMENT 2001-858552

MTS DOC STAMPS PD & ESC CO \$ 74.90
07/02/01 EMMIE LEE MORGAN, CLERK
By: *[Signature]*

INTANGIBLE TAX PD & ESC CO \$ 42.71
07/02/01 EMMIE LEE MORGAN, CLERK
By: *[Signature]*

WHEN RECORDED MAIL TO:

AmSouth Bank
Attn: Larry Daniels
P.O. Box 830721
Birmingham, AL 35283

20011341524470

This Mortgage prepared by:

Name: HEATHER WILSON
Company: AMSOUTH BANK
Address: P.O. BOX 830721, BIRMINGHAM, AL 35283

073091705315

MORTGAGE

FOR USE WITH SECURED REVOLVING CREDIT AGREEMENT

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$21,355.00., plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated June 15, 2001, is made and executed between SAU NGUYEN, whose address is 1170 PATTON DR, PENSACOLA, FL 32507; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 575 North Navy Boulevard, Pensacola, FL 32507 (referred to below as "Lender").

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

LOT 8, BLOCK 7, BEL AIR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 27 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

The Real Property or its address is commonly known as 1170 PATTON DR, PENSACOLA, FL 32507.

REVOLVING LINE OF CREDIT. Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit under which, upon request by Grantor, Lender, within twenty (20) years from the date of this Mortgage, may make future advances to Grantor. Such future advances, together with interest thereon, are secured by this Mortgage. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in this Mortgage and any intermediate balance.

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

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

Possession and Use. (1) Grantor's interest in any or all of the Property is foreclosed. Grantor may: (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

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

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property; or (c) any actual or threatened litigation or claim of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests at Grantor's expense as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and

**MORTGAGE
(Continued)**

Page 2

warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby: (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

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

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

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

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

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

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

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

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

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

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$10,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien attaching the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of

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insurance requirement. If any proceeds from the insurance become payable in less, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims; (B) to provide any required insurance on the Property; (C) to make repairs to the Property or to comply with any obligation to maintain Existing Indebtedness in good standing as required below; then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Credit Agreement; or (C) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as during the default so as to bar Lender from any remedy that it otherwise would have had.

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

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

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

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

Survival of Promises. All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

EXISTING INDEBTEDNESS. The following provisions concerning Existing Indebtedness are a part of this Mortgage:

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to an existing lien. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

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

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

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

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

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

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

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

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

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

Security Interest. Upon request by Lender, Grantor shall execute financing statements and take whatever other act or is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

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

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

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

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

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

EVENTS OF DEFAULT. Grantor will be in default under this Mortgage if any of the following happen:

- (1) Grantor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition.
- (2) Grantor does not meet the repayment terms of the Credit Agreement.
- (3) Grantor's action or inaction adversely affects the collateral or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without our permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

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

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

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

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

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

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

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

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

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

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

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

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

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

DEFENSE COSTS. In addition to the costs and expenses I have agreed to pay under "Collection Costs" above, I will pay all costs and expenses incurred by Lender arising out of or relating to any steps or actions Lender takes to defend any unsuccessful claim, allegation or

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counterclaim I may make against Lender. Such costs and expenses shall include, without limitation, attorneys' fees and costs.

ARBITRATION. Any controversy, claim, dispute or issue related to or arising from (A) the interpretation, negotiation, execution, assignment, administration, repayment, modification, or extension of this Agreement or the loan (B) any charge or cost incurred under this Agreement or the loan (C) the collection of any amounts due under this Agreement or any assignment thereof (D) any alleged tort related to or arising out of this Agreement or the loan (E) any breach of any provision of this Agreement, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules"). Any disagreement as to whether a particular dispute or claim is subject to arbitration under this paragraph shall be decided by arbitration in accordance with the provisions of this paragraph. Commencement of litigation by any person entitled to demand arbitration under this paragraph shall not waive any right that person has to demand arbitration with respect to any counterclaim or other claim that may be made against that person, whether in, relating to, or arising out of such litigation or otherwise. The Expedited Procedures of the AAA Rules shall apply in any dispute where the aggregate of all claims and the aggregate of all counterclaims each is in an amount less than \$50,000. The arbitrator(s) may award all remedies that a court could award. Judgment upon any award rendered by any arbitrator in any such arbitration may be entered in any Court having jurisdiction thereof. Any demand for arbitration shall be made not later than the date when any judicial action upon the same matter would be barred under any applicable statute of limitations. Any dispute as to whether the statute of limitations bars the arbitration of such matter shall be decided by arbitration in accordance with the provisions of this paragraph. The locale of any arbitration proceedings under this Agreement shall be in the county where this Agreement was executed or such other location as is mutually acceptable to all parties. We shall initially pay the filing fees and costs imposed by the AAA for the arbitration proceeding. The arbitrator(s) may permit us to recover such filing fees and costs from you. You will be responsible for your own attorneys' fees unless an applicable statute or common law provides otherwise. The arbitrator(s) in any such proceeding shall establish such reasonable procedures as may be necessary for the reasonable exchange of information between the parties prior to such arbitration. Any arbitration under this paragraph shall be on an individual basis between the parties to this Agreement or their assignees only and shall not be commenced as a member or representative of, or on behalf of, a class of persons, it being the intent of the parties that there shall be no class action arbitration under this Agreement. This Agreement evidences a "transaction involving commerce" under the Federal Arbitration Act. **WITH RESPECT TO DISPUTES SUBMITTED TO ARBITRATION, ALL RIGHTS TO A TRIAL BY JURY ARE HEREBY EXPRESSLY WAIVED.**

Notwithstanding the preceding paragraph or the exercise of arbitration rights under this Agreement, each party may (1) foreclose against any real or personal property collateral to the power of sale under any applicable mortgage or security agreement or under applicable law; (2) exercise any self-help remedies such as set off or repossession; or (3) obtain provisional or ancillary remedies such as replevin, injunctive relief, or appointment of a receiver from a court having jurisdiction before, during or after the pendency of any arbitration proceedings. This arbitration provision shall not be interpreted to require that any such remedies be stayed, abated or otherwise suspended pending any arbitration or request for arbitration. The exercise of a remedy shall not waive the right of either party to resort to arbitration.

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

STOPPING PAYMENT ON ESSENTIAL LINE CHECKS. If you want to stop payment on an Essential Line check, you may do so by calling us at 1-800-231-7493. You must tell us the number of your Credit Line Account, the party to whom you wrote the Essential Line Check, and the date, number and amount of the Essential Line Check. If you do not contact us at least two (2) hours before we receive an Essential Line Check, we may not be able to stop payment on it. If you choose to stop payment on any Essential Line Check, you agree to pay our standard fee there in effect for stopping payment on a check.

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

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

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

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

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of ESCAMBIA County, State of Florida.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

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

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

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

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

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means SAU NGUYEN and all other persons and entities signing the Credit Agreement.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated June 15, 2001, in the original principal amount of \$21,355.00 from Grantor to Lender, together with all renewals or extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Credit Agreement is June 15, 2021.

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

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

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

Grantor. The word "Grantor" means SAU NGUYEN.

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

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

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

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

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

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

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

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


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

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

WAIVER OF FUTURE ADVANCES UNDER PRIOR MORTGAGE. Grantor hereby agrees that the principal indebtedness secured by any mortgage or security agreements which are senior to the lien of this Mortgage shall not exceed the amount which upon the date of the execution of this Mortgage, has actually been advanced and is secured by such such prior mortgage and security agreement. As principal indebtedness of such prior mortgages or security agreements is reduced, the maximum amount that may be secured thereby shall also be reduced to the then outstanding principal balance(s). Grantor hereby waives the right to receive any additional or future advances under any such prior mortgages or security agreements. This paragraph shall constitute the notice required by Florida Statutes Section 697.04(1).

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X 
SAU NGUYEN, Individually

WITNESSES:

X 

X _____

RCD Jul 02, 2001 02:51 pm
Escambia County, Florida

MORTGAGE
(Continued)

Page 7

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Escambia

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-858552

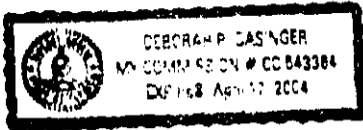
The foregoing instrument was acknowledged before me this 15 day of June, 2001
by SAU NGUYEN, who is personally known to me or who has produced _____ as identification and did
did not take an oath.

Deborah P. Casinger
(Signature of Person Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)



This Instrument Was Prepared
By And Is To Be Returned To:
ROBBIE DEAN,
Emerald Coast Utilities Authority
9255 Sturdevant Street
Pensacola, Florida 32514-0311



NOTICE OF LIEN

STATE OF FLORIDA COUNTY OF ESCAMBIA

Notice is hereby given that the EMERALD COAST UTILITES AUTHORITY has a lien
against the following described real property situated in Escambia County, Florida,
for water, wastewater and/or sanitation service provided to the following customer:
LT 8 BLK 7 BEL AIR PB 2 P 27 OR 4226 P 1230...

Customer: SAU NGUYEN

Account Number: 88181-71356

Amount of Lien: \$ 102.10, together with additional unpaid utility service
charges, if any, which may accrue subsequent to the date of this notice and simple
interest on unpaid charges at 18 percent per annum, or at such lesser rate as may
be allowed by law.

This lien is imposed in accordance with Section 159.17, Florida Statutes, Chapter 92-
248, Laws of Florida, as amended and Emerald Coast Utilities Authority Resolution
87-10, as amended.

Provided however, that if the above-named customer has conveyed said property by
means of deed recorded in the public records of Escambia County, Florida, prior to
the recording of this instrument, or if the interest of the above-named customer is
foreclosed by a proceeding in which notice of lis pendens has been filed prior to the
recording of this instrument, this lien shall be void and of no effect.

Dated: 3/11/10

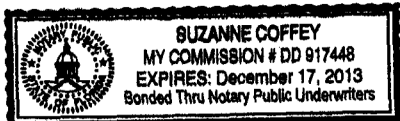
EMERALD COAST UTILITIES AUTHORITY

BY: Robbie Dean

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of
March, 20 10, by ROBBIE DEAN of
the Emerald Coast Utilities Authority, who is personally known to me and who did not
take an oath.

[Notary Seal]



Suzanne Coffey
Notary Public - State of Florida

RWK:ls
Revised 04/24/08

7658400 #3
IN THE COUNTY COURT IN AND
FOR ESCAMBIA COUNTY, FLORIDA

✓ MEMBERSFIRST CREDIT UNION OF FLORIDA
64 SOUTH REUS STREET
PENSACOLA FL 32501

Plaintiff,

VS.

QUOC CONG LE
1170 PATTON DRIVE
PENSACOLA FL 32507

Defendant.

OR BK 5065 PG1208
Escambia County, Florida
INSTRUMENT 2003-057290

RCD Feb 07, 2003 10:36 am
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2003-057290

OR BK 5134 PG1265
Escambia County, Florida
INSTRUMENT 2003-093730

Case No. 2002 SC 001535

Division: IV

FINAL JUDGMENT AGAINST
QUOC CONG LE

THIS CAUSE having come before the Court upon default in a mediated/stipulated agreement,
and the Court being fully advised in the premises, it is therefore

ORDERED AND ADJUDGED that the Plaintiff shall recover from the Defendant the sum of
\$606.85, that shall bear interest at the rate of 6% per annum, for which let execution issue.

DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida
this 4 day of February, 2003.

Thomas E. Johnson
County Judge

Copies to:

MEMBERSFIRST CREDIT UNION OF FLORIDA

QUOC CONG LE

RCD May 08, 2003 02:22 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2003-093730

*CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
ERNIE LEE MAGAHA, CLERK
CIRCUIT COURT AND COUNTY COURT
ESCAMBIA COUNTY, FLORIDA
BY: *Ernie Lee Magaha*