

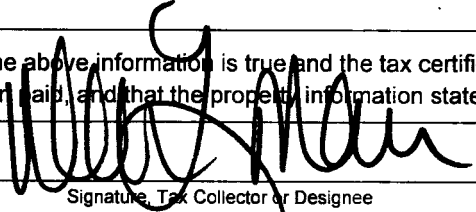


CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

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

0225-67

Part 1: Tax Deed Application Information					
Applicant Name Applicant Address	JUAN C CAPOTE MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK 780 NW 42 AVE #204 MIAMI, FL 33126		Application date	Apr 17, 2024	
Property description	TRAN PHAN V 327 ARABIAN DR PENSACOLA, FL 32506 327 ARABIAN DR 09-4526-309 LT 15 BLK D BRIDLE TRAIL ESTATES OR 2987 P 310 PB 10 P 79 SEC 20/21/56 T2S R30/31W		Certificate #	2022 / 4419	
			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)	
# 2022/4419	06/01/2022	1,703.90	85.20	1,789.10	
→ Part 2: Total*				1,789.10	
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)
# 2023/4538	06/01/2023	1,715.67	6.25	85.78	1,807.70
# 2022/7697	06/01/2022	1,940.30	6.25	97.02	2,043.57
Part 3: Total*					3,851.27
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)				5,640.37	
2. Delinquent taxes paid by the applicant				0.00	
3. Current taxes paid by the applicant				1,620.81	
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)				7,636.18	
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 25th, 2024		

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

46.25

H

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.	74,744.50
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>02/05/2025</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS

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: 2400420

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,
JUAN C CAPOTE
MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK
780 NW 42 AVE #204
MIAMI, FL 33126,

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
09-4526-309	2022/4419	06-01-2022	LT 15 BLK D BRIDLE TRAIL ESTATES OR 2987 P 310 PB 10 P 79 SEC 20/21/56 T2S R30/31W

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
JUAN C CAPOTE
MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK
780 NW 42 AVE #204
MIAMI, FL 33126

04-17-2024
Application Date

Applicant's signature



Chris Jones

Escambia County Property Appraiser

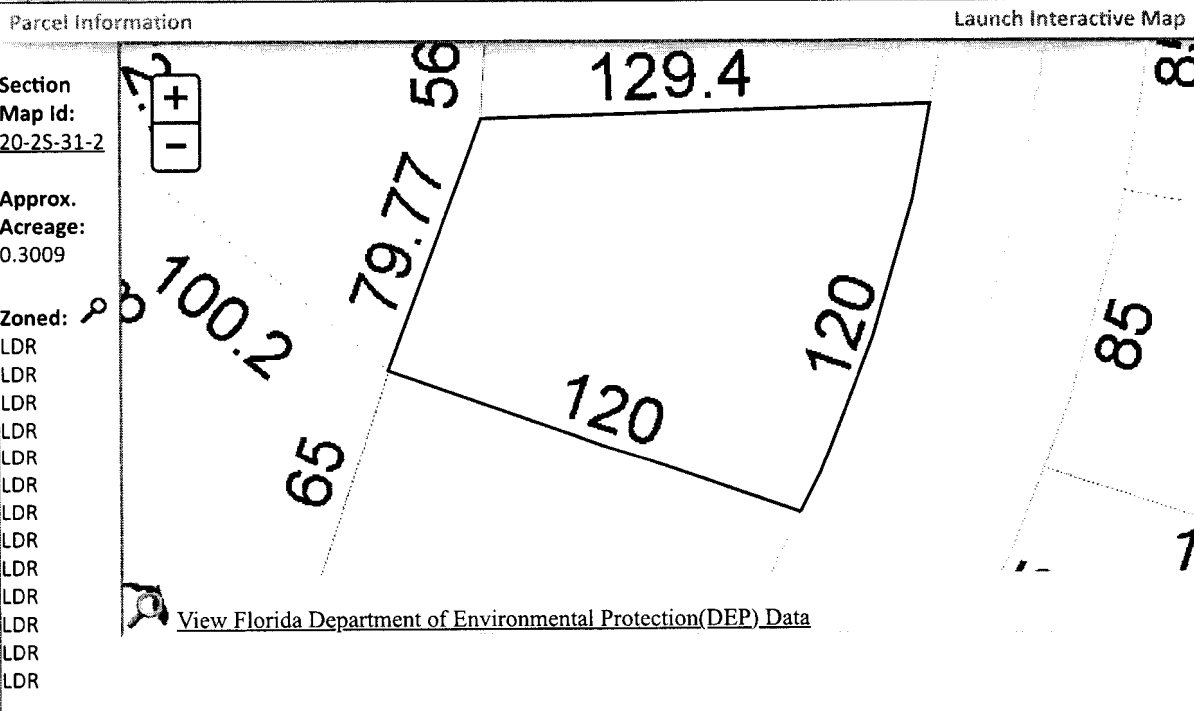
[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
[Back](#)

[←](#) Nav. Mode ☒ Account ☐ Parcel ID [→](#)

[Printer Friendly Version](#)

General Information						Assessments				
Parcel ID:	202S314202015004					Year	Land	Imprv	Total	Cap Val
Account:	094526309					2023	\$35,000	\$267,012	\$302,012	\$149,489
Owners:	TRAN PHAN V					2022	\$24,000	\$238,256	\$262,256	\$145,135
Mail:	327 ARABIAN DR PENSACOLA, FL 32506					2021	\$24,000	\$189,997	\$213,997	\$140,908
Situs:	327 ARABIAN DR 32506					Disclaimer				
Use Code:	SINGLE FAMILY RESID					Tax Estimator				
Taxing Authority:	COUNTY MSTU					File for Exemption(s) Online				
Tax Inquiry:	Open Tax Inquiry Window					Report Storm Damage				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						2023 Certified Roll Exemptions				
Sales Data						HOMESTEAD EXEMPTION				
Sale Date	Book	Page	Value	Type	Official Records (New Window)	Legal Description				
04/1991	2987	310	\$100,000	WD		LT 15 BLK D BRIDLE TRAIL ESTATES OR 2987 P 310 PB 10 P 79				
01/1991	2963	934	\$100	WD		SEC 20/21/56 T2S R30/31W				
01/1991	2963	933	\$18,500	WD		Extra Features				
07/1985	2085	55	\$14,500	WD		None				
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller										

Sales Data						Official Records (New Window)
Sale Date	Book	Page	Value	Type		
04/1991	2987	310	\$100,000	WD		
01/1991	2963	934	\$100	WD		
01/1991	2963	933	\$18,500	WD		
07/1985	2085	55	\$14,500	WD		
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						



Evacuation
& Flood
Information
[Open](#)
[Report](#)

Buildings

Address: 327 ARABIAN DR, Year Built: 1991, Effective Year: 1991, PA Building ID#: 106432

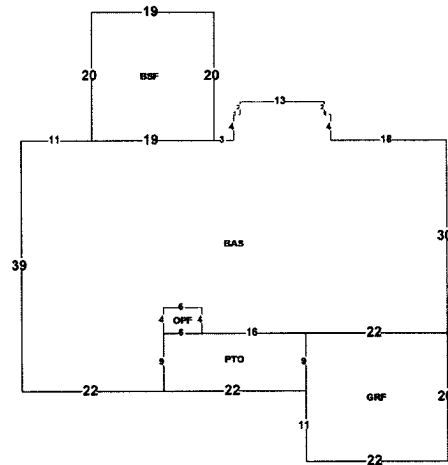
Structural Elements

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-8
NO. STORIES-1
ROOF COVER-DIMEN/ARCH SHNG
ROOF FRAMING-GABL/HIP COMBO
STORY HEIGHT-0
STRUCTURAL FRAME-WOOD FRAME



Areas - 3282 Total SF

BASE AREA - 2240
BASE SEMI FIN - 380
GARAGE FIN - 440
OPEN PORCH FIN - 24
PATIO - 198



Images



4/16/2019 12:00:00 AM

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

Last Updated: 05/02/2024 (tc.2785)

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **MIKON FINANCIAL SERVICES INC AND OCEAN BANK** holder of **Tax Certificate No. 04419**, issued the **1st** day of **June, A.D., 2022** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

LT 15 BLK D BRIDLE TRAIL ESTATES OR 2987 P 310 PB 10 P 79 SEC 20/21/56 T2S R30/31W

SECTION 20, TOWNSHIP 2 S, RANGE 31 W

TAX ACCOUNT NUMBER 094526309 (0225-67)

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

PHAN V TRAN

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Wednesday in the month of February, which is the **5th day of February 2025**.

Dated this 2nd day of May 2024.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk



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 #: 09-4526-309 CERTIFICATE #: 2022-4419

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: October 7, 2004 to and including October 7, 2024 Abstractor: Mike Campbell

BY

Michael A. Campbell,
As President
Dated: October 8, 2024

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

October 8, 2024

Tax Account #: **09-4526-309**

1. The Grantee(s) of the last deed(s) of record is/are: **PHAN VAN TRAN**

By Virtue of Warranty Deed recorded 4/4/1991 in OR 2987/310

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

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

- a. **Mortgage in favor of SunTrust Bank recorded 11/1/2011 – OR 6780/1861**
- b. **Judgment in favor of Discover Bank recorded 11/15/2019 – OR 8199/72**
- c. **Judgment in favor of Portfolio Recovery Associates, LLC recorded 7/15/2020 – OR 8331/1520**

4. Taxes:

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

Tax Account #: 09-4526-309

Assessed Value: \$149,489.00

Exemptions: HOMESTEAD

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: FEB 5, 2025

TAX ACCOUNT #: 09-4526-309

CERTIFICATE #: 2022-4419

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

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Homestead for <u>2023</u> tax year.

PHAN VAN TRAN
327 ARABIAN DR.
PENSACOLA, FL 32506

TRUIST BANK SUCCESSOR TO SUNTRUST BANK
7455 CHANCELLOR DR.
ORLANDO, FL 32809

DISCOVER BANK
6500 NEW ALBANY RD.
NEW ALBANY, OH, 43054

PORTOFOLIO RECOVERY ASSOCIATES, LLC
140 CORPORATE BLVD
NORFOLK, VA 32502

Certified and delivered to Escambia County Tax Collector, this 8th day of October, 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

October 8, 2024

Tax Account #:09-4526-309

**LEGAL DESCRIPTION
EXHIBIT "A"**

LT 15 BLK D BRIDLE TRAIL ESTATES OR 2987 P 31 PB 10 P 79 SEC 20/21/56 T2S R30/31W

SECTION 20, TOWNSHIP 2 S, RANGE 31 W

TAX ACCOUNT NUMBER 09-4526-309(0225-67)

1010*91,021

1010*91,021
CORPORATION WARRANTY DEED

Re 0541
Doc 513
2987pg 310

THIS WARRANTY DEED MADE THIS 2ND DAY OF APRIL, 1991, A.D., BY
ABERCROMBIE CONSTRUCTION, INC., A CORPORATION EXISTING UNDER THE LAWS
OF THE STATE OF FLORIDA, GRANTOR, AND PHAN VAN TRAN, A MARRIED MAN,
GRANTEE, WHOSE MAILING ADDRESS IS 327 ARABIAN DRIVE, PENSACOLA, FL 32506
(WHEREVER USED HEREIN THE TERMS "GRANTOR" AND "GRANTEE" INCLUDE ALL THE
PARTIES TO THIS INSTRUMENT AND THE HEIRS, LEGAL REPRESENTATIVES AND
ASSIGNS OF INDIVIDUALS, AND THE SUCCESSORS AND ASSIGNS OF CORPORATION).

WITNESSETH: THAT THE GRANTOR, FOR AND IN CONSIDERATION OF THE
SUM OF \$10.00 AND OTHER VALUABLE CONSIDERATIONS, RECEIPT WHEREOF IS
HEREBY ACKNOWLEDGED, BY THESE PRESENTS DOES GRANT, BARGAIN, SELL,
ALIEN, REMISE, RELEASE, CONVEY AND CONFIRM UNTO THE GRANTEE, ALL
THAT CERTAIN LAND SITUATE IN ESCAMBIA COUNTY, FLORIDA, WHOSE
PARCEL IDENTIFICATION NUMBER IS 09-4526-309 TO WIT:

LOT 15, BLOCK "D", BRIDLE TRAIL ESTATES SUBDIVISION, A SUBDIVISION OF
A PORTION OF SECTION 20, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA
COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 10 AT PAGE 79
OF THE PUBLIC RECORDS OF SAID COUNTY.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS AND COVENANTS OF
RECORD, IF ANY. THIS REFERENCE TO RESTRICTIONS SHALL NOT OPERATE
TO REIMPOSE SAME.

U.S. PD. 550 do
DATE 4-4-91
JOE A. FLOWERS, COMPTROLLER
BY: [Signature] D.C.
CERT. REG. #59-2043328-27-01

TOGETHER WITH ALL THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES
THERETO BELONGING OR IN ANYWISE APPERTAINING.

TO HAVE AND TO HOLD, THE SAME IN FEE SIMPLE FOREVER.

AND THE GRANTOR HEREBY COVENANTS WITH SAID GRANTEE THAT IT IS
LAWFULLY SEIZED OF SAID LAND IN FEE SIMPLE; THAT IT HAS GOOD RIGHT
AND LAWFUL AUTHORITY TO SELL AND CONVEY SAID LAND; THAT IT HEREBY
FULLY WARRANTS THE TITLE TO SAID LAND AND WILL DEFEND THE SAME
AGAINST THE LAWFUL CLAIMS OF ALL PERSONS WHOMSOEVER; AND THAT SAID
LAND IS FREE OF ALL ENCUMBRANCES EXCEPT TAXES ACCRUING SUESEQUENT
TO DECEMBER 31, 1990.

IN WITNESS WHEREOF THE GRANTOR HAS CAUSED THESE PRESENTS TO
BE EXECUTED IN ITS NAME AND ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED
BY ITS PROPER OFFICERS THEREUNTO DULY AUTHORIZED, THE DAY AND YEAR
FIRST ABOVE WRITTEN.

(CORPORATE SEAL)
ATTEST:

SECRETARY

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
WITNESS

[Signature]
WITNESS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

I HEREBY CERTIFY THAT ON THIS DAY, BEFORE ME, AN OFFICER DULY
AUTHORIZED IN THE STATE AND COUNTY AFORESAID TO TAKE ACKNOWLEDGEMENTS,
PERSONALLY APPEARED: DEBRA H. ABERCROMBIE, WELL KNOWN TO ME
TO BE THE VICE PRESIDENT OF THE CORPORATION NAMED AS GRANTOR IN THE
FOREGOING DEED WHO ACKNOWLEDGED EXECUTING THE SAME IN THE PRESENCE
OF TWO SUBSCRIBING WITNESSES FREELY AND VOLUNTARILY UNDER AUTHORITY DULY
VESTED IN HIM BY SAID CORPORATION AND THAT THE SEAL AFFIXED THEREON IS THE
TRUE CORPORATE SEAL OF SAID CORPORATION.
WITNESS MY HAND AND OFFICIAL SEAL IN THE COUNTY AND STATE LAST
AFORESAID THIS 2ND DAY OF APRIL, 1991 A.D.

(SEAL)

NOTARY PUBLIC
MY COMMISSION EXPIRES: 8/21/93

PREPARED BY:
EDEL F. MATTHEWS, JR.,
EDEL F. MATTHEWS, JR., P.A.
308 SOUTH JEFFERSON STREET
PENSACOLA FL 32501
(904) 495-1008

Recorded in Public Records 11/01/2011 at 11:59 AM OR Book 6780 Page 1861,
Instrument #2011076718, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$78.00 MTG Stamps \$175.00 Int. Tax \$100.00



TRAN, PHAN V.

Record and Return To:
ISGN Fulfillment Services
P.O. BOX 2590
Chicago, IL 60690

This Mortgage prepared by:

Name: Diana Bass / 20112591656500 / FLS / QCPR
Company: SunTrust Bank
Address: 7455 Chancellor Drive, Orlando, FL 32809



* \$TI+00020112591656500+DOT*

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 \$50,000.00, 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 October 3, 2011, is made and executed between PHAN VAN TRAN JOINED BY HIS WIFE DAO MAI, whose address is 327 ARABIAN DRIVE, PENSACOLA, FL 325065673 (referred to below as "Grantor") and SunTrust Bank, whose address is 7455 Chancellor Drive, Orlando, FL 32809 (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:

See the exhibit or other description document which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 327 ARABIAN DR, PENSACOLA, FL 325065673.

REVOLVING LINE OF CREDIT. This Mortgage secures the indebtedness including, without limitation, a revolving line of credit under which, upon request by Borrower, Lender, within twenty (20) years from the date of this Mortgage, may make future advances to Borrower. 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 the Credit Agreement 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 WITH THE CREDIT LIMIT OF \$50,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

**MORTGAGE
(Continued)**

Page 2

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

Possession and Use. Until 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 claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property 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 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, defend, 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 and defend, 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.

Without otherwise limiting Grantor's covenants as provided herein, Grantor shall not without Lender's prior written consent, remove or permit the removal of sand, gravel or topsoil, or engage in borrow pit operations, or use or permit the use of the Property as a land fill or dump, or store, burn or bury or permit the storage, burning or burying of any material or product which may result in contamination of the Property or the groundwater or which may require the issuance of a permit by the Environmental Protection Agency or any state or local government agency governing the issuance of hazardous or toxic waste permits, or request or permit a change in zoning or land use classification, or cut or remove or suffer the cutting or removal of any trees or timber from the Property.

At its sole cost and expense, Grantor shall comply with and shall cause all occupants of the Property to comply with all Environmental Laws with respect to the disposal of industrial refuse or waste, and/or the discharge, processing, manufacture, generation, treatment, removal, transportation, storage and handling of Hazardous Substances, and pay immediately when due the cost of removal of any such wastes or substances from, and keep the Property free of any lien imposed pursuant to such laws, rules, regulations and orders.

Grantor shall not install or permit to be installed in or on the Property, friable asbestos or any substance containing asbestos and deemed hazardous by federal, state or local laws, rules, regulations or orders respecting such material. Grantor shall further not install or permit the installation of any machinery, equipment or fixtures containing polychlorinated biphenyls (PCBs) on or in the Property. With respect to any such material or materials currently present in or on the Property, Grantor shall promptly comply with all applicable Environmental Laws regarding the safe removal thereof, at Grantor's expense.

Grantor shall indemnify and defend Lender and hold Lender harmless from and against all loss, cost, damage and expense (including, without limitation, attorneys' fees and costs incurred in the investigation, defense and settlement of claims) that Lender may incur as a result of or in connection with the assertion against Lender of any claim relating to the presence or removal of any Hazardous Substance, or compliance with any Environmental Law. No notice from any governmental body has ever been served upon Grantor or, to Grantor's knowledge after due inquiry, upon any prior owner of the Property, claiming a violation of or under any Environmental Law or concerning the environmental state, condition or quality of the Property, or the use thereof, or requiring or calling attention to the need for any work, repairs, construction, removal, cleanup, alterations, demolition, renovation or installation on, or in connection with, the Property in order to comply with any Environmental Law; and upon receipt of any such notice, Grantor shall take any and all steps, and shall perform any and all actions necessary or appropriate to comply with the same, at Grantor's expense. In the event Grantor fails to do so, Lender may declare this Mortgage to be in default.

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

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

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

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

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

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

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

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

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

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

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments 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, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

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

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

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

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.

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, or (C) to make repairs to the Property 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 curing 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 any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

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

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

Survival of 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 Borrower's indebtedness is paid in full.

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

Notice of Proceedings. Grantor shall immediately notify Lender in writing should all or any part of the Property become subject to any condemnation or expropriation proceedings or other similar proceedings, including without limitation, any condemnation, confiscation, eminent domain, inverse condemnation or temporary requisition or taking of the mortgaged Property, or any part or parts of the Property. Grantor further agrees to promptly take such steps as may be necessary and proper within Lender's sole judgment and at Grantor's expense, to defend any such condemnation or expropriation proceedings and obtain the proceeds derived from such proceedings. Grantor shall not agree to any settlement or compromise or any condemnation or expropriation claim without Lender's prior written consent.

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Lender's Participation. Lender may, at Lender's sole option, elect to participate in any such condemnation or expropriation proceedings and be represented by counsel of Lender's choice. Grantor agrees to provide Lender with such documentation as Lender may request to permit Lender to so participate and to reimburse Lender for Lender's costs associated with Lender's participation, including Lender's reasonable attorneys' fees.

Conduct of Proceedings. If Grantor fails to defend any such condemnation or expropriation proceedings to Lender's satisfaction, Lender may undertake the defense of such a proceeding for and on behalf of Grantor. To this end, Grantor irrevocably appoints Lender as Grantor's agent and attorney-in-fact, such agency being coupled with an interest, to bring, defend, adjudicate, settle, or otherwise compromise such condemnation or expropriation claims; it being understood, however, that, unless one or more Events of Default (other than the condemnation or expropriation of the Property) then exists under this Mortgage, Lender will not agree to any final settlement or compromise of any such condemnation or expropriation claim without Grantor's prior approval, which approval shall not be unreasonably withheld.

Application of Net Proceeds. Lender shall have the right to receive all proceeds derived or to be derived from the condemnation, expropriation, confiscation, eminent domain, inverse condemnation, or any permanent or temporary requisition or taking of the Property, or any part or parts of the Property ("condemnation proceeds"). In the event that Grantor should receive any such condemnation proceeds, Grantor agrees to immediately turn over and to pay such proceeds to Lender. All condemnation proceeds, which are received by, or which are payable to either Grantor or Lender, shall be applied, at Lender's sole option and discretion, and in such manner as Lender may determine (after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Grantor and/or Lender), for the purpose of: (a) replacing or restoring the condemned, expropriated, confiscated, or taken Property; or (b) reducing the then outstanding balance of the Indebtedness, together with interest thereon, with such payments being applied in the manner provided in this Mortgage. Lender's receipt of such condemnation proceeds and the application of such proceeds as provided in this Mortgage shall not affect the lien of this Mortgage.

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 Borrower which Borrower 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 Borrower.

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

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

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

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

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

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

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

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for 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 Borrower and Grantor pay all the Indebtedness when due, terminates the credit line account, and Grantor 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: (A) 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 Borrower's or Grantor's income, assets, liabilities, or any other aspects of Borrower's or Grantor's financial condition. (B) Borrower does not meet the repayment terms of the Credit Agreement. (C) 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 Lender's 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 Borrower or Grantor to declare the entire

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Indebtedness immediately due and payable, including any prepayment penalty that Borrower 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 Borrower or 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, Borrower and Grantor hereby waive 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. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

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 limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or 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.

LOSS OF PRIORITY AS TO FUTURE ADVANCES. If you request a modification of the Security Instrument or if a judgment lien or other lien is placed against the Property with the result in either case that our security interest in the Property loses priority as to future advances over subsequently recorded deeds of trust, or other liens, we shall have the right to suspend additional extensions of credit or reduce your credit limit as well as the right to exercise our other rights under this agreement.

ARBITRATION CLAUSE. READ THIS PROVISION CAREFULLY; IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS WE HAVE AGAINST EACH OTHER ARE RESOLVED. For a Claim subject to arbitration, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate your Claim(s) with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.

1. DEFINITIONS. As used in this Provision:

"You" and "your" means the persons obligated to repay the Credit.

"We", "us" and "our" means: (1) SunTrust Bank; (2) any person(s) to whom the Credit is transferred or assigned; (3) any Covered Provider; (4) the parents, subsidiaries and affiliates of the companies in (1)-(3) above; (5) the successors and predecessors of the companies in (1)-(4) above; and (6) the officers, directors and employees of the companies in (1)-(5) above.

"Covered Provider" means any third party that provides any product or service in connection with the Credit if (and only if) such third party is named as a co-party with us in a Claim asserted by you.

"Credit" means the loan or other credit extension you are receiving under this agreement or note and any prior loan or credit extension you have received from us.

"Claim" means any preexisting, past, present or future claim, dispute or controversy between you and us, other than any Excluded Claim or Proceeding, arising from or relating in any way to the Credit. The term "Claim" is to be given the broadest possible meaning and includes claims of every kind and nature. "Claims" can seek relief of any type. A party does not waive the right to require arbitration of a new Claim by bringing a Claim in a lawsuit or failing to require arbitration of another Claim. Notwithstanding the broad definition of "Claim" set forth above, a "Claim" shall not include any self-help or non-judicial remedy, including but not limited to acceleration of the Credit, non-judicial foreclosure, self-help repossession and/or set-off; and shall not include any individual judicial action by a party that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind.

"Excluded Claim or Proceeding" means any of the following claims or proceedings, which will not be subject to this Arbitration Provision: (1) any individual action brought by you in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court; (2) any action to effect a judicial or quasi-judicial foreclosure; (3) any eviction or other summary proceeding to secure possession of real property securing a Credit; (4) any action to assert, collect, protect, realize upon or obtain possession of the collateral for a Credit in any bankruptcy proceeding; (5) any action to quiet title; (6) any action to the extent that it seeks provisional or ancillary remedies in connection with any of the foregoing; and (7) any individual action to prohibit any of the foregoing so long as it does not involve a request for damages or monetary relief of any kind.

"Administrator" means JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com; or the American Arbitration Association, 335 Madison Avenue, New York, NY 10017, www.adr.org, as selected in accordance with this Provision. However, if both JAMS and AAA are unable to serve, the parties may agree upon another Administrator or, if they are unable to agree, a court shall

**MORTGAGE
(Continued)**

Page 6

determine the Administrator. No company may serve as Administrator, without the consent of all parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of this Provision.

"Notice Address" means the address that must be used for giving all notices under this Provision (other than notices given in lawsuits, which may be given in accordance with the rules of the court). The initial Notice Address for you is the latest address we have in our files. The initial Notice Address for us is: SUNTRUST BANK, 303 Peachtree Street N.E., Suite 3600, Atlanta, Georgia 30308, attn: General Counsel, although we may give you notice at any time that we have changed our Notice Address.

2. STARTING AN ARBITRATION. To start an arbitration, you or we must give written notice of an election to arbitrate, which notice may be given after a lawsuit has been filed and/or in papers filed in the lawsuit. If such a notice is given, the Claim(s) described in the notice shall be resolved by arbitration under this Provision and, to the extent consistent with this Provision, the applicable rules of the Administrator then in effect. If you elect to arbitrate a Claim, you can choose the Administrator in your notice. If we elect to arbitrate a Claim, you can choose the Administrator by giving us written notice of your selection within 20 days after the date of our notice; and we shall choose the Administrator if you do not timely do so. The arbitrator will be selected under the Administrator's rules, except that the arbitrator must be an attorney with at least ten years of experience or a retired judge unless the parties agree otherwise.

3. LOCATION AND COSTS. Any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. So long as you act in good faith, and upon your request, we will advance on your behalf any arbitration filing, administrative, hearing and similar fees which you are required to pay to pursue a Claim (whether the fees are incurred in the initial arbitration proceeding or in an appeal to a panel of arbitrators). The prevailing party shall be entitled to an award of the costs and expenses of the arbitration including an award of reasonable attorney's fees for any Claim(s) in which the party has prevailed, except as otherwise required by applicable law.

4. GOVERNING LAW; OBTAINING INFORMATION (DISCOVERY). This Provision involves interstate commerce and is governed by the Federal Arbitration Act, 9 U.S.C. Section 1 et seq. (the "FAA"), and not federal or state rules of civil procedure or evidence or any state laws that pertain specifically to arbitration. However, the laws of the state of "Governing Law" or similar terminology in your loan documents shall apply to the extent, and only to the extent, that state law is applicable under, and not preempted by, the FAA. The arbitrator shall be obligated to follow applicable substantive laws, statutes of limitation and privilege rules related to any Claim. The arbitrator may award the remedies, if any, that would be available and permitted by applicable law in an individual court proceeding if arbitration had not been elected. This may include, without limitation, compensatory, statutory and punitive damages (which shall be governed by the constitutional standards applicable in judicial proceedings); declaratory, injunctive and other equitable relief; and attorney's fees and costs. Upon the timely request of either party, the arbitrator shall write a brief explanation of the grounds for his or her decision.

5. NO CLASS ACTIONS, ETC. Notwithstanding any other provision in this Provision to the contrary, if you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action in court or in arbitration, either as a class representative, class member or class opponent; or (b) to join or consolidate Claims with claims of any person other than you. No arbitrator shall have authority to conduct any arbitration in violation of this provision.

6. EFFECT OF ARBITRATION AWARD. Any court with jurisdiction may enter judgment upon the arbitrator's award. The arbitrator's award will be final and binding, except for: (1) any appeal as of right under the FAA; and (2) Claims involving more than \$50,000, in which event any party may appeal the award (regardless of the amount) to a three-arbitrator panel appointed by the Administrator, which will reconsider de novo any aspect of the initial award that is appealed, and whose decision will be final and binding except for any appeal as of right under the FAA.

7. RIGHT TO REJECT ARBITRATION PROVISION. You may reject this Arbitration Provision and therefore not be subject to being required to resolve any dispute, controversy or claim by arbitration. To reject this Arbitration Provision, you must send us written notice of your decision so that we receive it at the address listed below within forty-five (45) days of the opening date of your Credit (the date of your note or agreement). Such notice must include a statement that you wish to reject this Arbitration Provision, along with your name, address, account name, account number and your signature and must be mailed to the SunTrust Bank Legal Department, Attn: Arbitration Rejection, P.O. Box 4418, Mail Code 0643, Atlanta, GA 30302-4418. This is the sole and only method by which you can reject this Arbitration Provision. Rejection of this Arbitration Provision will not affect any remaining terms of this Credit and will not result in any adverse consequence to you or your Credit. You agree that our business records will be final and conclusive with respect to whether you rejected this Arbitration Provision in a timely and proper fashion. This Arbitration Provision will apply to you and us and to your Credit unless you reject it by providing proper and timely notice as stated herein.

8. CONTINUED EFFECT OF ARBITRATION PROVISION; SEVERABILITY; CONFLICTS. This Provision shall survive (1) any modification, extension or forbearance of or under the Credit documents; (2) your full repayment of the Credit; (3) any sale or transfer of the Credit; (4) any foreclosure or other legal proceeding by us to collect a debt owed by you; (5) the transfer of any property securing the Credit; (6) any bankruptcy (except where prohibited by bankruptcy law); and (7) any rescission by you or attempt by you to rescind the Credit pursuant to any applicable law. If any portion of this Provision (other than Section 5(a)) cannot be enforced, the rest of this Provision will continue to apply. However, if Section 5(a) is held invalid in a proceeding in which you and we are involved, subject to the right to appeal such holding, the entire Provision (except this sentence) shall be null and void with respect to such proceeding.

MATURITY DATE. The maturity date of the obligations secured by this Security Instrument is 30 years from the date of this Security Instrument, as first stated above.

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 federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Florida.

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

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.

Non-Liability of Lender. The relationship between Borrower and Grantor and Lender created by this Mortgage is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Lender and Borrower and Grantor. Borrower and Grantor are exercising Borrower's and Grantor's own judgment with respect to Borrower's and Grantor's business. All information supplied to Lender is for Lender's protection only and no other party is entitled to rely on such information. There is no duty for Lender to review, inspect, supervise or inform Borrower and Grantor of any

**MORTGAGE
(Continued)**

Page 7

matter with respect to Borrower's and Grantor's business. Lender and Borrower and Grantor intend that Lender may reasonably rely on all information supplied by Borrower and Grantor to Lender, together with all representations and warranties given by Borrower and Grantor to Lender, without investigation or confirmation by Lender and that any investigation or failure to investigate will not diminish Lender's right to so rely.

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.

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

Borrower. The word "Borrower" means PHAN VAN TRAN and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated October 3, 2011, with credit limit of \$50,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**

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.

Event of Default. The words "Event of Default" mean individually, collectively, and interchangeably any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means PHAN VAN TRAN and DAO MAI.

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

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

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of, and substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means SunTrust 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.

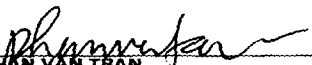
Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

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

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

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

GRANTOR:

x 
PHAN VAN TRAN

x 
DAO MAI

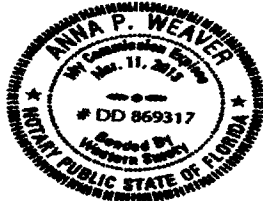
MORTGAGE
(Continued)

Page 8

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF Escambia

) SS

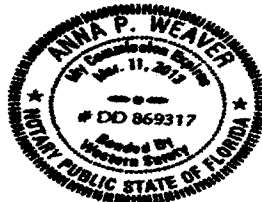
The foregoing instrument was acknowledged before me this 3RD day of October, 20 11
by PHAN VAN TRAN, who is personally known to me or who has produced Florida Drivers Lic. as identification.

Anna P. Weaver
(Signature of Person Taking Acknowledgment)
Anna P. Weaver
(Name of Acknowledger Typed, Printed or Stamped)
Notary Public
(Title or Rank)
DD 869317
(Serial Number, if any)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF Escambia

) SS

The foregoing instrument was acknowledged before me this 3RD day of October, 20 11
by DAO MAI, who is personally known to me or who has produced Florida Drivers License as identification.

Anna P. Weaver
(Signature of Person Taking Acknowledgment)
Anna P. Weaver
(Name of Acknowledger Typed, Printed or Stamped)
Notary Public
(Title or Rank)
DD 869317
(Serial Number, if any)

BK: 6780 PG: 1869 Last Page

L2621488

SCHEDULE A

KNOWN AS: 327 ARABIAN DR

ALL THAT CERTAIN LAND IN ESCAMBIA COUNTY, FLORIDA, TO-WIT:

LOT(S) 15, BLOCK D OF BRIDLE TRAIL ESTATES AS RECORDED IN PLAT BOOK 10, PAGE 79, ET SEQ., OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

Recorded in Public Records 11/15/2019 9:56 AM OR Book 8199 Page 72,
Instrument #2019100069, Pam Childers Clerk of the Circuit Court Escambia
County, FL

Recorded in Public Records 9/26/2019 9:02 AM OR Book 8171 Page 1474,
Instrument #2019085068, Pam Childers Clerk of the Circuit Court Escambia
County, FL

Filing # 96317232 E-Filed 09/26/2019 08:58:32 AM

IN THE COUNTY COURT IN AND FOR
ESCAMBIA COUNTY, FLORIDA

DISCOVER BANK,

Plaintiff,

CASE NO.: 2019 CC 002267

vs.

PHAN TRAN
327 Arabian Drive
Pensacola, FL 32506

Defendant.

DEFAULT FINAL JUDGMENT

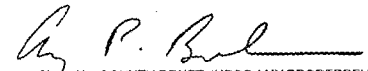
THIS CAUSE came before the Court on Plaintiff's Motion for Judgment and the Court finding that the Defendant is indebted to the Plaintiff, it is:

ORDERED AND ADJUDGED that the Plaintiff, DISCOVER BANK, recover from the Defendant, PHAN TRAN, the sum of \$7,403.64 for a total principal judgment sum of \$7,403.64, that shall bear interest at the prevailing statutory interest rate of 6.77% per year from this date through December 31 of this current year. Thereafter, on January 1 of each succeeding year until the judgment is paid, the interest rate will adjust in accordance with section 55.03, Florida Statutes, and cost herein taxed at \$370.85. For all of the above, let execution issue.

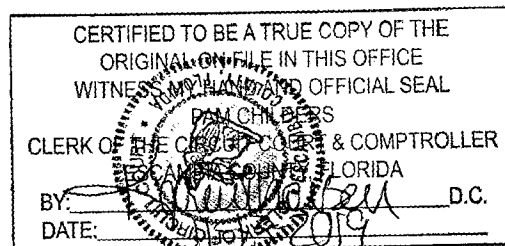
DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida.

Copies Furnished to:
Christina N. Charlet, Esq.
Zwicker & Associates, P.C.
Attorney For Plaintiff
10751 Deerwood Park Blvd
Suite 100
Jacksonville, FL 32256
floridalitigation@zwickerpc.com

Phan Tran, Defendant


eSigned by COUNTY COURT JUDGE AMY BRODERSEN
on 09/26/2019 16:27:49 ZK8-GN10

Plaintiff's Address (F.S. 55.10)
c/o Discover Products Inc.
6500 New Albany Road
New Albany, OH, 43054



Recorded in Public Records 7/15/2020 9:48 AM OR Book 8331 Page 1520,
Instrument #2020057186, Pam Childers Clerk of the Circuit Court Escambia
County, FL

Filing # 110231028 E-Filed 07/14/2020 04:17:09 PM

Portfolio Recovery Associates, LLC,
140 Corporate Blvd
Norfolk VA, 23502

IN THE COUNTY COURT IN AND FOR
ESCAMBIA COUNTY, FLORIDA

Plaintiff,

vs.

CASE NO: 2020 SC 001189

Phan V Tran
327 Arabian Dr
Pensacola FL, 32506

Defendant.

_____ /

FINAL JUDGMENT

At a Small Claims Pretrial Conference on APRIL 22, 2020 the Plaintiff appeared but the Defendant did NOT, after proper service. Therefore, the Plaintiff is entitled to a Final Judgment and it is

ORDERED AND ADJUDGED THAT, Plaintiff shall recover from Defendant PHAN V TRAN, the sum of \$7263.56 on principal, costs in the sum of \$360.00, for a total due of \$7623.56, for which let execution issue.

FURTHER ORDERED that the Defendant shall complete the attached Fact Information Sheet and return it with all required documents to plaintiff's attorney: Pollack & Rosen, P.A., 806 Douglas Road, Suite 200, Coral Gables, Florida 33134, within 45 days from the date of this final judgment, unless the final judgment is satisfied or a motion for new trial or notice of appeal is filed.

DONE AND ORDERED in chambers, Pensacola, Escambia County, Florida.

Copies furnished to:

Joseph F. Rosen, Esq.
Attorney for Plaintiff
Pollack & Rosen, P.A.
806 Douglas Road, Suite 200
Coral Gables, Florida 33134
Telephone No: 305-448-0006
LegalPleadings@Pollackrosen.com

PHAN V TRAN
327 ARABIAN DR PENSACOLA FL, 32506


ESCAMBIA COUNTY COURT JUDGE PAT KINSEY
on 07/14/2020 14:34:56 MdtTcrt

MATTER NO: 3349798

BK: 8331 PG: 1521

Portfolio Recovery Associates, LLC,
140 Corporate Blvd
Norfolk VA, 23502

Plaintiff,

IN THE COUNTY COURT IN AND FOR
ESCAMBIA COUNTY, FLORIDA

SMALL CLAIMS DIVISION

vs.

CASE NO: 2020 SC 001189

Phan V Tran
327 Arabian Dr
Pensacola FL, 32506

Defendant.

_____ /

FACT INFORMATION SHEET

Full Legal Name: _____

Nicknames or Aliases: _____

Residence Address: _____

Mailing Address (if different): _____

Telephone Numbers: (Home) (____) _____ (Business) (____) _____

Name of Employer: _____

Address of Employer: _____

Position or Job Description: _____

Rate of Pay: \$ _____ per _____

Average Paycheck: \$ _____ per _____

Average Commissions or Bonuses: \$ _____ per _____

Commissions or bonuses are based on _____

Other Personal Income: \$ _____ per _____

(Explain details on the back of this sheet or on an additional sheet if necessary.)

Social Security Number: ____ - ____ - ____ Birthdate: ____ / ____ / ____

Driver's License Number: _____

Marital Status: _____

Spouse's Name: _____

BK: 8331 PG: 1522

Spouse's Address (if different): _____

Spouse's Social Security Number: ____-____-____ Birthdate: ____/____/____

Spouse's Employer: _____

Spouse's Average Paycheck/Income: \$_____ per _____

Other Family Income: \$_____ per _____ (Explain details on back of this sheet or an additional sheet if necessary.)

Describe all other accounts or investments you may have, including stocks, mutual funds, savings bonds, or annuities, on the back of this sheet or an additional sheet if necessary.

Names and Ages of All Your Children (and addresses if not living with you): _____

Child Support or Alimony Paid: \$_____ per _____

Names of Others You Live With: _____

Who is Head of Your Household? ____ You ____ Spouse ____ Other Person

Checking Account at: _____ Account # _____

Savings Account at: _____ Account # _____

For Real Estate (land) You Own or Are Buying:

Address: _____

All Names on Title: _____

Mortgage Owed to: _____

Balance Owed: \$ _____

Monthly Payment: \$ _____

(Attach a copy of the deed or mortgage, or list the legal description of the property on the back of this sheet or on an additional sheet if necessary. Also provide the same information on any other property you own or are buying.)

For All Motor Vehicles You Own or Are Buying:

BK: 8331 PG: 1523

Year/Make/Model	_____	_____
Color	_____	_____
Vehicle ID #	_____	_____
Tag #	_____	_____
Mileage	_____	_____
Names on Title	_____	_____
Present Value	\$ _____	\$ _____
Loan Owed to	_____	_____
Balance on Loan	\$ _____	\$ _____
Monthly Payment	\$ _____	\$ _____

(List all other automobiles, as well as other vehicles, such as boats, motorcycles, bicycles, or aircraft, on the back of this sheet or on an additional sheet if necessary.)

Have you given, sold, loaned or transferred any real or personal property worth more than \$100 to any person in the last year? ____ If your answer is "yes," describe the property, market value and sale price, and give the name and address of the person who received the property.

Does anyone owe you Money? ____ Amount owed: \$ _____

Name and Address of Person Owning Money: _____

Reason money is owed: _____

Please attach copies of the following:

- Your last pay stub.
- Your last 3 statements for each bank, savings, credit union or other financial account.
- Your motor vehicle registrations and titles.
- Any deeds or titles to any real or personal property you own or are buying, or leases to property you are renting.

BK: 8331 PG: 1524 Last Page

UNDER PENALTY OF PERJURY, I SWEAR OR AFFIRM THAT THE FOREGOING ANSWERS ARE TRUE AND COMPLETE.

PHAN V TRAN

STATE OF FLORIDA
COUNTY OF _____.

The foregoing instrument was acknowledged before me on _____, by _____, who is personally known to me or has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, on _____.

NOTARY PUBLIC, STATE OF
FLORIDA AT LARGE

My Commission Expires:

MAIL OR DELIVER THIS FORM TO

Joseph F. Rosen, Esq.
Attorney for Plaintiff
Pollack & Rosen, P.A.
806 Douglas Road, Suite 200
Coral Gables, Florida 33134

MATTER NO: 3349798

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**CERTIFICATE OF NOTICE OF MAILING
NOTICE OF APPLICATION FOR TAX DEED**

CERTIFICATE # 04419 of 2022

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on December 19, 2024, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

PHAN V TRAN DISCOVER BANK
327 ARABIAN DR 6500 NEW ALBANY RD.
PENSACOLA, FL 32506 NEW ALBANY, OH, 43054

TRUIST BANK SUCCESSOR TO SUNTRUST BANK PORTOFOLIO RECOVERY ASSOCIATES, LLC
7455 CHANCELLOR DR. 140 CORPORATE BLVD
ORLANDO, FL 32809 NORFOLK, VA 32502

WITNESS my official seal this 19th day of December 2024.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON February 5, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **MIKON FINANCIAL SERVICES INC AND OCEAN BANK** holder of **Tax Certificate No. 04419**, issued the **1st** day of **June, A.D., 2022** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

LT 15 BLK D BRIDLE TRAIL ESTATES OR 2987 P 310 PB 10 P 79 SEC 20/21/56 T2S R30/31W

SECTION 20, TOWNSHIP 2 S, RANGE 31 W

TAX ACCOUNT NUMBER 094526309 (0225-67)

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

PHAN V TRAN

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Wednesday in the month of February, which is the **5th** day of **February 2025**.

Dated this 16th day of December 2024.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON February 5, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **MIKON FINANCIAL SERVICES INC AND OCEAN BANK** holder of **Tax Certificate No. 04419**, issued the **1st** day of **June, A.D., 2022** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

LT 15 BLK D BRIDLE TRAIL ESTATES OR 2987 P 310 PB 10 P 79 SEC 20/21/56 T2S R30/31W

SECTION 20, TOWNSHIP 2 S, RANGE 31 W

TAX ACCOUNT NUMBER 094526309 (0225-67)

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

PHAN V TRAN

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Wednesday in the month of February, which is the **5th** day of **February 2025**.

Dated this 13th day of December 2024.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.

Post Property:

327 ARABIAN DR 32506



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

WARNING

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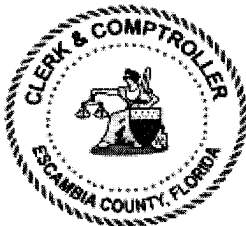
Dated this 13th day of December 2024.


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Personal Services:

PHAN V TRAN
327 ARABIAN DR
PENSACOLA, FL 32506

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By: 
Emily Hogg
Deputy Clerk

ESCAMBIA COUNTY SHERIFF'S OFFICE
ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE

0225.67

Document Number: ECSO24CIV043676NON

Agency Number: 25-002299

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT NO 04419 2022

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE: PHAN V TRAN

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Substitute

Received this Writ on 12/20/2024 at 9:08 AM and served same on PHAN V TRAN , in ESCAMBIA COUNTY, FLORIDA, at 10:55 AM on 12/26/2024 by leaving a true copy of this Writ together with a copy of the initial pleadings, if any, with the date and hour of service endorsed thereon by me, at the within named individual's usual place of abode, with a person residing therein who is 15 years of age, or older, to wit: RYAN TRAN, SON/CO-RESIDENT, as a member of the household and informing said person of their contents.

CHIP W SIMMONS, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By:



D. NELSON, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: LCMITCHE

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON February 5, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 850-595-3793.

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SECTION 20, TOWNSHIP 2 S, RANGE 31 W

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Dated this 13th day of December 2024.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.

Personal Services:

PHAN V TRAN
327 ARABIAN DR
PENSACOLA, FL 32506

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By:
Emily Hogg
Deputy Clerk

ESCAMBIA COUNTY SHERIFF'S OFFICE
ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE

6225-67

Document Number: ECSO24CIV043485NON

Agency Number: 25-002251

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT NO 04419 2022

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE: PHAN V TRAN

Defendant:

Type of Process: WARNING/NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 12/20/2024 at 9:06 AM and served same at 10:53 AM on 12/26/2024 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY , the within named, to wit: , .

POSTED TO THE PROPERTY AS INSTRUCTED BY THE CLERKS OFFICE

CHIP W SIMMONS, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By: _____

D Nelson 925

D. NELSON, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: LCMITCHE

WARNING

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SECTION 20, TOWNSHIP 2 S, RANGE 31 W

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PHAN V TRAN

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Dated this 13th day of December 2024.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.

Post Property:

327 ARABIAN DR 32506



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

RECEIVED
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
JAN 13 2025

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: 094526309 Certificate Number: 004419 of 2022**

Payor: PHAN V TRAN 327 ARABIAN DR PENSACOLA, FL 32506 Date 1/17/2025

Clerk's Check # 1
Tax Collector Check # 1

Clerk's Total \$524.40
Tax Collector's Total \$8,787.86
Postage \$32.80
Researcher Copies \$0.00
Recording \$10.00
Prep Fee \$7.00
Total Received \$9,362.06

PAM CHILDERS
Clerk of the Circuit Court

Received By: _____
Deputy Clerk

\$ 9,362.06
[Signature]

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>

PHAN V TRAN [0225-67]
327 ARABIAN DR
PENSACOLA, FL 32506

9171 9690 0935 0128 1014 71

DISCOVER BANK [0225-67]
6500 NEW ALBANY RD.
NEW ALBANY, OH, 43054

9171 9690 0935 0128 1014 64

TRUIST BANK SUCCESSOR TO
SUNTRUST BANK [0225-67]
7455 CHANCELLOR DR.
ORLANDO, FL 32809

9171 9690 0935 0128 1014 57

PORTOFOLIO RECOVERY
ASSOCIATES, LLC [0225-67]
140 CORPORATE BLVD
NORFOLK, VA 32502

9171 9690 0935 0128 1014 40

*Sheriff -
Served
Resident*

PORTFOLIO RECOVERY ASSOCIATES LLC (0225-67)
120 CORPORATE BLVD
NORFOLK VA 23502-4952

9171 9690 0935 0128 2969 86

forwarded
1/8/25

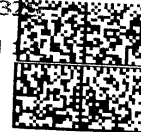
Pam Childers
Clerk of the Circuit Court & Comptroller
Official Records
221 Palafox Place, Suite 110
Pensacola, FL 32502

CERTIFIED MAIL™



9171 9690 0935 0128 1014 40

FORWARDED 1/8/25



quadiant

FIRST-CLASS MAIL
IMI

\$008.16⁹

12/20/2024 ZIP 32502
043M31219251

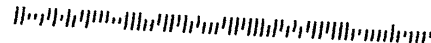
US POSTAGE

PORTFOLIO RECOVERY
ASSOCIATES, LLC [0225-67]
140 CORPORATE BLVD
NORFOLK, VA 32502

231 NFE 1 82310012/31/24
FORWARD TIME EXP. RTN TO SEND
PORTFOLIO RECOVERY ASSOCIATES
120 CORPORATE BLVD
NORFOLK VA 23502-4952

RETURN TO SENDER

23502-495240



THE SUMMATION WEEKLY

A Weekly Publication of the Escambia-Santa Rosa Bar Association Since 2014

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That MIKON FINANCIAL SERVICES INC AND OCEAN BANK holder of Tax Certificate No. 04419, issued the 1st day of June, A.D., 2022 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

LT 15 BLK D BRIDLE TRAIL ESTATES OR
2987 P 310 PB 10 P 79 SEC 20/21/56 T2S
R30/31W

SECTION 20, TOWNSHIP 2 S, RANGE 31 W
TAX ACCOUNT NUMBER 094526309
(0225-87)

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

PHAN V TRAN

Unless said certificate shall be redeemed
according to law, the property described
therein will be sold to the highest bidder at
public auction at 9:00 A.M. on the first
Wednesday in the month of February, which
is the 5th day of February 2025.

Dated this 19th day of December 2024.

In accordance with the AMERICANS WITH
DISABILITIES ACT, if you are a person with
a disability who needs special
accommodation in order to participate in this
proceeding you are entitled to the provision of
certain assistance. Please contact Emily
Hogg not later than seven days prior to the
proceeding at Escambia County Government
Complex, 221 Palafox Place Ste 110,
Pensacola FL 32502. Telephone:
850-595-3793.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg
Deputy Clerk

4WR1/1-1/22TD

Name: Emily Hogg, Deputy Clerk
Order Number: 7643
Order Date: 12/26/2024
Number Issues: 4
Pub Count: 1
First Issue: 1/1/2025
Last Issue: 1/22/2025
Order Price: \$200.00
Publications: The Summation Weekly
Pub Dates: The Summation Weekly: 1/1/2025, 1/8/2025, 1/15/2025, 1/22/2025


Emily Hogg, Deputy Clerk
First Judicial Circuit, Escambia County
190 W. Government St.
Pensacola FL 32502
USA

Before the undersigned authority personally appeared Mal-
colm Ballinger who under oath says that he is the Legal Ad-
ministrator and Publisher of The Summation Weekly Newspa-
per published at Pensacola in Escambia & Santa Rosa County,
Florida; that the attached copy of the advertisement, being a
notice in the matter of

**2022 TD 04419 MIKON FINANCIAL SERVICES INC
AND OCEAN BANK - P. V. Tran**

was published in said newspaper in and was printed and re-
leased from 1/1/2025 until 1/22/2025 for a consecutive 4
weeks.

Affiant further says that the said Summation Weekly is a
newspaper published at Pensacola, in said Escambia & Santa
Rosa Counties, Florida, and that the said newspaper has
heretofore been continuously published in said Escambia &
Santa Rosa Counties, Florida each week and has been entered
as second class mail matter at the post office in Pensacola, in
said Escambia County, Florida, for a period of one year next
preceding the first publication of the attached copy of adver-
tisement; and affiant further says that he has neither paid nor
promised any person, firm or corporation any discount, rebate,
commission or refund for the purpose of securing this adver-
tisement for publication of the said newspaper.

X 
MALCOLM BALLINGER,
PUBLISHER FOR THE SUMMATION WEEKLY
STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by
means of [X] physical presence or [] online notarization, on
1/22/2025, by MALCOLM BALLINGER, who is personally
known to me.

X 
NOTARY PUBLIC

