



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

1124-38

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC FBO SEC PTY PO BOX 12225 NEWARK, NJ 07101-3411	Application date	Apr 11, 2024
Property description	MCCALL FREDDIE W III 330 MCCALL RD CENTURY, FL 32535 330 MCCALL RD 11-1740-000 BEG AT NE COR OF SW1/4 OF NW 1/4 S 02 DEG 46 MIN 02 SEC W 465 FT N 81 DEG 52 MIN 22 SEC W 105 46/100 (Full legal attached.)	Certificate #	2022 / 5536
		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)
# 2022/5536	06/01/2022	1,366.34	68.32	1,434.66
→ Part 2: Total*				1,434.66

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)
# 2023/5695	06/01/2023	1,509.56	6.25	96.86	1,612.67
Part 3: Total*					1,612.67

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	3,047.33
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	1,492.24
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	4,914.57

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: <u><i>Candice Lewis</i></u> Signature, Tax Collector or Designee	Escambia, Florida Date <u>April 22nd, 2024</u>
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Send this certification to the Clerk of Court by 10 days after the date signed. See Instructions on Page 2

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>11/06/2024</u>	
Signature, Clerk of Court or Designee	

INSTRUCTIONS + 6.25

Tax Collector (complete Parts 1-4)

Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application
 Enter the Face Amount of Certificate in Column 3 and the Interest in Column 4 for each certificate number. Add Columns 3 and 4 and enter the amount in Column 5.

Part 3: Other Certificates Redeemed by Applicant (Other than County)
Total. Add the amounts in Columns 3, 4 and 5

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

BEG AT NE COR OF SW 1/4 OF NW 1/4 S 02 DEG 46 MIN 02 SEC W 465 FT N 81 DEG 52 MIN 22 SEC W 105 46/100 FT N 87 DEG 18 MIN 50 SEC W 105 FT N 02 DEG 46 MIN 02 SEC E 35 FT N 87 DEG 18 MIN 50 SEC W 105 FT N 02 DEG 46 MIN 02 E 420 FT TO N LI OF SW 1/4 OF NW 1/4 S 87 DEG 18 MIN 50 SEC E ALG N LI OF SEC 315 TO POB ALSO BEG 420 S OF NE COR OF SW 1/4 OF NW 1/4 W 210 FT FOR POB W 105 FT S 35 FT E 105 FT N 35 FT TO POB OR 6954 P 1654

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2400177

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,
ASSEMBLY TAX 36, LLC
ASSEMBLY TAX 36 LLC FBO SEC PTY
PO BOX 12225
NEWARK, NJ 07101-3411,

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
11-1740-000	2022/5536	06-01-2022	BEG AT NE COR OF SW1/4 OF NW 1/4 S 02 DEG 46 MIN 02 SEC W 465 FT N 81 DEG 52 MIN 22 SEC W 105 46/100 FT N 87 DEG 18 MIN 50 SEC W 105 FT N 02 DEG 46 MIN 02 SEC E 35 FT N 87 DEG 18 MIN 50 SEC W 105 FT N 02 DEG 46 MIN 02 E 420 FT TO N LI OF SW 1/4 OF NW 1/4 S 87 DEG 18 MIN 50 SEC E ALG N LI OF SEC 315 TO POB ALSO BEG 420 S OF NE COR OF SW 1/4 OF NW 1/4 W 210 FT FOR POB W 105 FT S 35 FT E 105 FT N 35 FT TO POB OR 6954 P 1654

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
ASSEMBLY TAX 36, LLC
ASSEMBLY TAX 36 LLC FBO SEC PTY
PO BOX 12225
NEWARK, NJ 07101-3411

04-11-2024
Application Date

Applicant's signature



Chris Jones Escambia County Property Appraiser

[Real Estate Search](#)

[Tangible Property Search](#)

[Sale List](#)

[Back](#)

Nav. Mode
 Account
 Parcel ID

[Printer Friendly Version](#)

General Information Parcel ID: 075N302301000000 Account: 111740000 Owners: MCCALL FREDDIE W III Mail: 330 MCCALL RD CENTURY, FL 32535 Situs: 330 MCCALL RD 32535 Use Code: SINGLE FAMILY RESID Taxing Authority: CENTURY CITY LIMITS Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector					Assessments <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2023</td> <td>\$8,698</td> <td>\$96,521</td> <td>\$105,219</td> <td>\$93,612</td> </tr> <tr> <td>2022</td> <td>\$8,698</td> <td>\$87,475</td> <td>\$96,173</td> <td>\$85,102</td> </tr> <tr> <td>2021</td> <td>\$8,698</td> <td>\$69,213</td> <td>\$77,911</td> <td>\$77,366</td> </tr> </tbody> </table> <p style="text-align: center;">Disclaimer</p> <p style="text-align: center;">Tax Estimator</p> <p style="text-align: center;">File for Exemption(s) Online</p> <p style="text-align: center;">Report Storm Damage</p>					Year	Land	Imprv	Total	Cap Val	2023	\$8,698	\$96,521	\$105,219	\$93,612	2022	\$8,698	\$87,475	\$96,173	\$85,102	2021	\$8,698	\$69,213	\$77,911	\$77,366																												
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Parcel Information					Launch Interactive Map																																																				

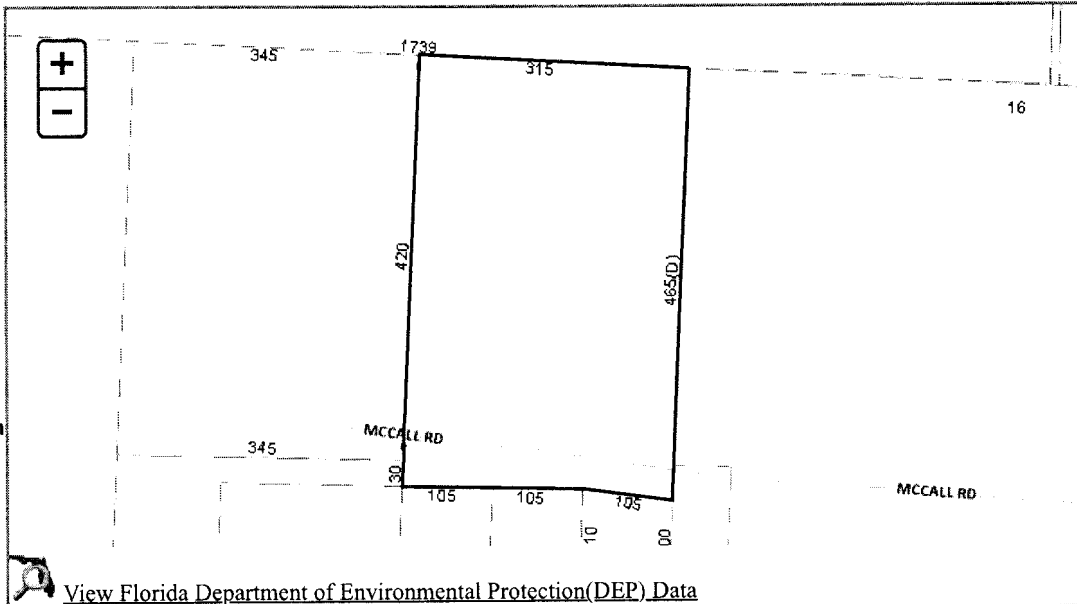
Section
Map Id:
07-5N-30-1



Approx.
Acreage:
3.6017

Zoned:

Evacuation
& Flood
Information
[Open
Report](#)



[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings

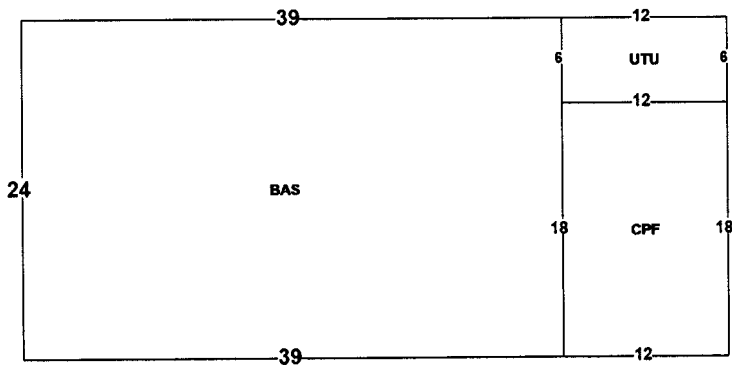
Address: 330 MCCALL RD, Year Built: 1965, Effective Year: 1980, PA Building ID#: 5752

Structural Elements

- DECOR/MILLWORK-AVERAGE
- DWELLING UNITS-1
- EXTERIOR WALL-BRICK-FACE/VENEER
- FLOOR COVER-HARDWOOD/PARQUET
- FOUNDATION-WOOD/SUB FLOOR
- HEAT/AIR-CENTRAL H/AC
- INTERIOR WALL-DRYWALL-PLASTER
- NO. PLUMBING FIXTURES-3
- NO. STORIES-1
- ROOF COVER-COMPOSITION SHG
- ROOF FRAMING-GABLE
- STORY HEIGHT-0
- STRUCTURAL FRAME-WOOD FRAME

Areas - 1224 Total SF

BASE AREA - 936
 CARPORT FIN - 216
 UTILITY UNF - 72



Images



4/18/2022 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.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **ASSEMBLY TAX 36 LLC** holder of **Tax Certificate No. 05536**, issued the **1st day of June, A.D., 2022** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG AT NE COR OF SW1/4 OF NW 1/4 S 02 DEG 46 MIN 02 SEC W 465 FT N 81 DEG 52 MIN 22 SEC W 105 46/100 FT N 87 DEG 18 MIN 50 SEC W 105 FT N 02 DEG 46 MIN 02 SEC E 35 FT N 87 DEG 18 MIN 50 SEC W 105 FT N 02 DEG 46 MIN 02 E 420 FT TO N LI OF SW 1/4 OF NW 1/4 S 87 DEG 18 MIN 50 SEC E ALG N LI OF SEC 315 TO POB ALSO BEG 420 S OF NE COR OF SW 1/4 OF NW 1/4 W 210 FT FOR POB W 105 FT S 35 FT E 105 FT N 35 FT TO POB OR 6954 P 1654

SECTION 07, TOWNSHIP 5 N, RANGE 30 W

TAX ACCOUNT NUMBER 111740000 (1124-38)

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

FREDDIE W MCCALL III

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 November, which is the **6th day of November 2024**.

Dated this 29th day of April 2024.

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



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

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



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

**BRANCH OFFICES
 ARCHIVES AND RECORDS
 JUVENILE DIVISION
 CENTURY**

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

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
 Tax Certificate Redeemed From Sale
 Account: 111740000 Certificate Number: 005536 of 2022**

Payor: FREDDIE W MCCALL III 330 MCCALL RD CENTURY, FL 32535 Date 6/28/2024

Clerk's Check # 111737
 Tax Collector Check # 1

Clerk's Total \$503.88
 Tax Collector's Total \$5,436.85
 Postage \$100.00
 Researcher Copies \$0.00
 Recording \$10.00
 Prep Fee \$7.00
 Total Received \$6,057.73

PAM CHILDERS
 Clerk of the Circuit Court

Redeemed
\$5234.94

Received By: _____
 Deputy Clerk

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



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 #: 11-1740-000 CERTIFICATE #: 2022-5536

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: June 28, 2004 to and including June 28, 2024 Abstractor: Ben Murzin

BY

Michael A. Campbell,
As President
Dated: July 12, 2024

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

July 12, 2024

Tax Account #: **11-1740-000**

1. The Grantee(s) of the last deed(s) of record is/are: **FREDDIE WAYNE MCCALL, III**
By Virtue of Warranty Deed recorded 12/31/2012 in OR 6954/1654

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 Escambia County Bank recorded 12/31/2012 – OR 6954/1656**

4. Taxes:

Taxes for the year(s) NONE are delinquent.
Tax Account #: 11-1740-000
Assessed Value: \$93,612.00
Exemptions: NONE

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

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

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

PERDIDO TITLE & ABSTRACT, INC.
PROPERTY INFORMATION REPORT
3050 Concho Drive, Pensacola, Florida 32507 | Phone 850-466-3077

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: NOV 6, 2024

TAX ACCOUNT #: 11-1740-000

CERTIFICATE #: 2022-5536

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 type="checkbox"/> | <input checked="" type="checkbox"/> | Homestead for <u>2023</u> tax year. |

FREDDIE WAYNE MCCALL III
220 MCCALL RD
CENTURY, FL 32535

FREDDIE WAYNE MCCALL III
PO BOX 1142
FLOMATON, FL 36441-0000

ESCAMBIA COUNTY BANK
2151 RINGOLD ST – 0601
PO BOX 601
FLOMATON, AL 36441

FREDDIE WAYNE MCCALL III
330 MCCALL RD
CENTURY, FL 32535

Certified and delivered to Escambia County Tax Collector, this 12th day of July, 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

July 12, 2024

Tax Account #:11-1740-000

**LEGAL DESCRIPTION
EXHIBIT "A"**

**BEG AT NE COR OF SW1/4 OF NW 1/4 S 02 DEG 46 MIN 02 SEC W 465 FT N 81 DEG 52 MIN 22
SEC W 105 46/100 FT N 87 DEG 18 MIN 50 SEC W 105 FT N 02 DEG 46 MIN 02 SEC E 35 FT N 87
DEG 18 MIN 50 SEC W 105 FT N 02 DEG 46 MIN 02 E 420 FT TO N LI OF SW 1/4 OF NW 1/4 S 87
DEG 18 MIN 50 SEC E ALG N LI OF SEC 315 TO POB ALSO BEG 420 S OF NE COR OF SW 1/4 OF
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SECTION 07, TOWNSHIP 5 N, RANGE 30 W

TAX ACCOUNT NUMBER 11-1740-000(1124-38)

**ABTRACTOR'S NOTE: WE ARE UNABALE TO CERTIFY LEGAL DESCRIPTION WITHOUT A
CURRENT SURVEY.**

Recorded in Public Records 12/31/2012 at 08:55 AM OR Book 6954 Page 1654, Instrument #2012098780, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$350.00

Prepared By:
Southern Guaranty Title Company
4400 Bayou Blvd., Suite 13B
Pensacola, FL 32503

General Warranty Deed

Made this December 27, 2012 A.D. By Sonja McCall Strehlow, hereinafter called the grantor, to Freddie Wayne McCall, III, whose post office address is: 220 McCall Road, Century, Florida 32533, hereinafter called the grantee:

(Whoever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

See Attached Schedule "A"

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: 085N302301000000

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 the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor 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 subsequent to December 31, 2012.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Keggy Beckerson
Witness Printed Name Keggy Beckerson

Sonja McCall - Strehlow (Seal)
Sonja McCall Strehlow

Susan M Zini
Witness Printed Name Susan M. Zini

_____(Seal)

State of Michigan
County of Dickinson

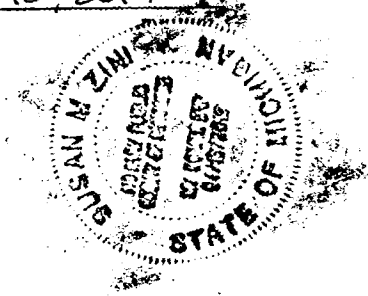
The foregoing instrument was acknowledged before me this 26 day of December, 2012, by Sonja McCall Strehlow, who is/are personally known to me or who has produced FL. DL. E-12/20 as identification.

5364-793-LH-956-0 Susan M Zini

Notary Public
Print Name: Susan M Zini

My Commission Expires: April 13, 2019

SUSAN M ZINI
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MENOMINEE
MY COMMISSION EXPIRES APRIL 13, 2019
ACTING IN COUNTY OF DICKINSON



DEED Individual Warranty Deed with Non-Homestead-Legal on Schedule A

EXHIBIT "A"

LEGAL DESCRIPTION (AS REQUESTED BY CLIENT)

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 30 WEST, ESCAMBA COUNTY, FLORIDA; THENCE RUN S. 82°46'02" W. ALONG THE EAST LINE OF SAID QUARTER FOR 465.00 FEET; THENCE RUN N. 81°52'17" W. FOR 105.46 FEET; THENCE RUN N. 87°18'50" W. FOR 105.00 FEET; THENCE RUN N. 82°46'02" E. FOR 35.00 FEET; THENCE RUN N. 87°18'50" W. FOR 105.00 FEET; THENCE RUN N. 82°46'02" E. FOR 420.00 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE RUN S. 87°18'50" E. ALONG THE NORTH LINE OF SAID QUARTER FOR 315.00 FEET TO THE POINT OF BEGINNING, CONTAINING 3.22 ACRES, MORE OR LESS, SUBJECT TO EASEMENTS OF RECORD, IF ANY.

Together With:

A parcel of land Beg 420 Ft 80 of NE Cor of SW 1/4 of NW 1/4 of Sec 7-T-5N-R-30-W West 210 Ft for POB cont. W 105 Ft S 35 Ft E 105 Ft N 35 Ft to POB containing 3.00 Ac. more or less. Subject to Easements of Record if any All lying and being in Escambia County Florida.

2024
3/23

Recorded in Public Records 12/31/2012 at 08:55 AM OR Book 6954 Page 1656,
Instrument #2012098781, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$86.50 MTG Stamps \$162.40 Int. Tax \$92.70

Return to: Loan Department, Escambia County Bank, P.O. Box 601, Flomaton, AL 36441
This document was prepared by: Loan Department, Escambia County Bank, P.O. Box 601, Flomaton, AL 36441
State of Florida's Documentary Stamp Tax required by law in the amount of \$ _____ has been paid
to the Clerk of the Circuit Court (or the County Comptroller, if applicable) for the County of Escambia, State of
Florida.

Space Above This Line For Recording Data

MORTGAGE

(With Future Advance Clause)

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is December 27, 2012. The parties and
their addresses are:

MORTGAGOR:

FREDDIE WAYNE MCCALL III
Spouse of ASHLEY L. MCCALL
P O BOX 1142
FLOMATON, AL 36441-0000

ASHLEY L. MCCALL
Spouse of FREDDIE WAYNE MCCALL III
P O BOX 1142
FLOMATON, AL 36441-0000

LENDER:

ESCAMBIA COUNTY BANK
Organized and existing under the laws of Alabama
2151 RINGOLD STREET - 0601
P. O. BOX 601
FLOMATON, AL 36441

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

FREDDIE WAYNE MCCALL III
Florida Mortgage
AL/4XXGEORGE0000000000625051N

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BEGIN AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7, TOWNSHIP 5 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE RUN S.02°46'02"W. ALONG THE EAST LINE OF SAID QUARTER FOR 465.00 FEET; THENCE RUN N.81°52'22"W. FOR 105.46 FEET; THENCE RUN N.87°18'50"W FOR 105.00 FEET; THENCE RUN N.02°46'02"E. FOR 35.00 FEET; THENCE RUN N.87°18'50"W FOR 105.00 FEET; THENCE RUN N.02°46'02"E. FOR 420.00 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 7; THENCE RUN S.87°18'50"E. ALONG THE NORTH LINE OF SAID QUARTER FOR 315.00 FEET TO THE POINT OF BEGINNING. CONTAINING 3.22 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS OF RECORD, IF ANY.

Together with:

A parcel of land Beg 420 Ft SO of NE Cor of SW ¼ of NW ¼ of Sec 7-T-5N-R 30-W West 210 Ft for POB cont. W 105 Ft S 35 Ft E 105 Ft N 35 Ft to POB containing 0.08 Ac. more or less. Subject to Easements of Record if any All lying and being in Escambia County Florida.

The property is located in Escambia County at 330 McCall Rd., Century, Florida 32535.

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

2. SECURED DEBTS AND FUTURE ADVANCES. The term "Secured Debts" includes and this Security Instrument will secure each of the following:

A. Specific Debts. The initial indebtedness secured by this Security Instrument is the following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 13707402, dated December 27, 2012, from FREDDIE WAYNE MCCALL III (Borrower) to Lender, with a loan amount of \$46,350.00 and maturing on December 27, 2022.

B. Future Advances. All future advances made within 20 years from the date of this Security Instrument from Lender to FREDDIE WAYNE MCCALL III under the Specific Debts executed by FREDDIE WAYNE MCCALL III in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to FREDDIE WAYNE MCCALL III either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

C. All Debts. All present and future debts made within 20 years from the date of this Security Instrument from FREDDIE WAYNE MCCALL III to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the

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Mortgagor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Security Instrument will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z.

D. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

3. MAXIMUM OBLIGATION LIMIT; FUTURE ADVANCES. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$46,350.00. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.

5. NON-OBLIGATED MORTGAGOR. Any Mortgagor, who is not also identified as a Borrower in the Secured Debts section of this Security Instrument and who signs this Security Instrument, is defined as a cosigner for purposes of the Equal Credit Protection Act and the Federal Reserve Board's Regulation B, 12 C.F.R. 202.7(d)(4), and is referred to herein as a Non-Obligated Mortgagor. By signing this Security Instrument, the Non-Obligated Mortgagor does mortgage and assign their rights and interests in the Property to secure payment of the Secured Debts, to create a valid lien, to pass clear title, to waive inchoate rights and to assign earnings or rights to payment under any lease or rent of the Property. However, the Non-Obligated Mortgagor is not personally liable for the Secured Debts.

6. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

7. PRIOR SECURITY INTERESTS. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

8. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

9. DUE ON SALE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.

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10. WARRANTIES AND REPRESENTATIONS. Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party.

11. PROPERTY CONDITION, ALTERATIONS AND INSPECTION. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender will give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

12. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

13. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property): existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (Leases); and rents, issues and profits (Rents). In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants.

14. DEFAULT. Mortgagor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:

A. Payments. Mortgagor or Borrower fail to make a payment in full when due.

B. Insolvency or Bankruptcy. The death, dissolution or insolvency of, appointment of a receiver by or on behalf of, application of any debtor relief law, the assignment for the benefit of creditors by or on behalf of, the voluntary or involuntary termination of existence by, or the commencement of any proceeding under any present or future federal or state insolvency, bankruptcy, reorganization, composition or debtor relief law by or against Mortgagor, Borrower, or any co-signer, endorser, surety or guarantor of this Security Instrument or any other obligations Borrower has with Lender.

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- C. Death or Incompetency.** Mortgagor dies or is declared legally incompetent.
- D. Failure to Perform.** Mortgagor fails to perform any condition or to keep any promise or covenant of this Security Instrument.
- E. Other Documents.** A default occurs under the terms of any other document relating to the Secured Debts.
- F. Other Agreements.** Mortgagor is in default on any other debt or agreement Mortgagor has with Lender.
- G. Misrepresentation.** Mortgagor makes any verbal or written statement or provides any financial information that is untrue, inaccurate, or conceals a material fact at the time it is made or provided.
- H. Judgment.** Mortgagor fails to satisfy or appeal any judgment against Mortgagor.
- I. Forfeiture.** The Property is used in a manner or for a purpose that threatens confiscation by a legal authority.
- J. Name Change.** Mortgagor changes Mortgagor's name or assumes an additional name without notifying Lender before making such a change.
- K. Property Transfer.** Mortgagor transfers all or a substantial part of Mortgagor's money or property. This condition of default, as it relates to the transfer of the Property, is subject to the restrictions contained in the DUE ON SALE section.
- L. Property Value.** Lender determines in good faith that the value of the Property has declined or is impaired.
- M. Insecurity.** Lender determines in good faith that a material adverse change has occurred in Borrower's financial condition from the conditions set forth in Borrower's most recent financial statement before the date of this Security Instrument or that the prospect for payment or performance of the Secured Debts is impaired for any reason.

15. REMEDIES. On or after the occurrence of an Event of Default, Lender may use any and all remedies Lender has under state or federal law or in any document relating to the Secured Debts. Any amounts advanced on Mortgagor's behalf will be immediately due and may be added to the balance owing under the Secured Debts. Lender may make a claim for any and all insurance benefits or refunds that may be available on Mortgagor's default.

Subject to any right to cure, required time schedules or any other notice rights Mortgagor may have under federal and state law, Lender may make all or any part of the amount owing by the terms of the Secured Debts immediately due and foreclose this Security Instrument in a manner provided by law upon the occurrence of an Event of Default or anytime thereafter.

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

16. COLLECTION EXPENSES AND ATTORNEYS' FEES. On or after the occurrence of an Event of Default, to the extent permitted by law, Mortgagor agrees to pay all expenses of collection, enforcement or protection of Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Mortgagor agrees to pay expenses for Lender to inspect and preserve the Property and for any recordation costs of releasing the Property from this Security Instrument. Expenses include, but are not limited to, attorneys' fees of 10 percent of the Principal sum due or a larger amount as the court judges as reasonable and just, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of the Secured Debts. In addition, to the extent permitted by the United States

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Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor.

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

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and will remain in full compliance with any applicable Environmental Law.
- C. Mortgagor will immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

18. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

19. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld. All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

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

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the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once, or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include coverages not originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance. Mortgagor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

20. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

21. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.

22. APPLICABLE LAW. This Security Instrument is governed by the laws of Alabama, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.

23. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.

24. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.

25. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.

26. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status

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on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

27. AGREEMENT TO ARBITRATE. Lender or Mortgagor may submit to binding arbitration any dispute, claim or other matter in question between or among Lender and Mortgagor that arises out of or relates to this Transaction (Dispute), except as otherwise indicated in this section or as Lender and Mortgagor agree to in writing. For purposes of this section, this Transaction includes this Security Instrument and any other document relating to the Secured Debts, and proposed loans or extensions of credit that relate to this Security Instrument. Lender or Mortgagor will not arbitrate any Dispute within any "core proceedings" under the United States bankruptcy laws.

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

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

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

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

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

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

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BK: 6954 PG: 1664

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

MORTGAGOR:

Freddie Wayne McCall III Date 12-27-12
FREDDIE WAYNE MCCALL III
Individually

Ashley L. McCall Date 12-27-12
ASHLEY L. MCCALL
Individually

LENDER:

ESCAMBIA COUNTY BANK

By *George Hendricks* Date 12-27-12
George Hendricks, Vice President

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ACKNOWLEDGMENT.

(Individual)

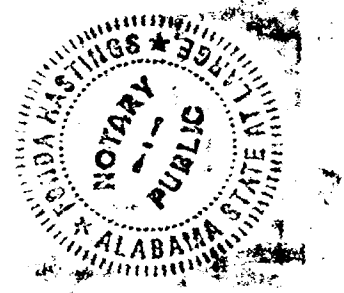
State Alabama OF Escambia County OF Escambia ss.

This instrument was acknowledged before me this 27th day of December, 2012 by FREDDIE WAYNE MCCALL III, spouse of ASHLEY L. MCCALL, and ASHLEY L. MCCALL, spouse of FREDDIE WAYNE MCCALL III, who is personally known to me or who has produced _____ as identification.

My commission expires:

Fonda Hastings
(Notary Public)

FONDA HASTINGS
Notary Public, Alabama State At Large
My Commission Expires Jan. 9, 2013



(Lender Acknowledgment)

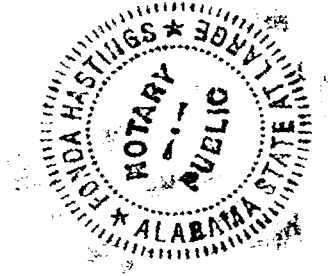
State Alabama OF Escambia County OF Escambia ss.

This instrument was acknowledged before me this 27th day of December, 2012 by George Hendricks -- Vice President of ESCAMBIA COUNTY BANK, a corporation, and he/she/they affixed to foregoing instrument the seal of said corporation, on behalf of the corporation. He/she/they is/are personally known to me or has/have produced _____ as identification.

My commission expires:

Fonda Hastings
(Notary Public)

FONDA HASTINGS
Notary Public, Alabama State At Large
My Commission Expires Jan. 9, 2013



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