



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

1124-53

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	MCCANN KEITH E 811 GRAHAM RD CANTONMENT, FL 32533 811 GRAHAM RD 11-4550-350 BEG AT NE COR OF S 1/2 OF S 1/2 OF SE 1/4 OF NW 1/4 OF SEC S 990 FT WLY WITH INTERIOR ANG OF 89 DEG (Full legal attached.)	Certificate #	2022 / 6103
		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)
# 2022/6103	06/01/2022	932.19	46.61	978.80
→ Part 2: Total*				978.80

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)
# /					
Part 3: Total*					0.00

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)	978.80
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
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)	1,353.80

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: Candice Lewis
Signature, Tax Collector or Designee

Escambia, Florida
Date April 22nd, 2024

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

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.	47,801
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 S 1/2 OF S 1/2 OF SE 1/4 OF NW 1/4 OF SEC S 990 FT WLY WITH INTERIOR ANG OF 89 DEG 24 MIN 1099 57/100 FT FOR POB CONT SAME COURSE 235 FT N WITH INTERIOR ANG OF 90 DEG 47 MIN 462 34/100 FT TO S LI OF A 66 FT COUNTY RD ELY WITH INTERIOR ANG OF 89 DEG 12 MIN ALG S LI OF A 66 FT COUNTY RD 235 FT S 462 28/100 FT TO POB OR 6882 P 839

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2400125

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
11-4550-350	2022/6103	06-01-2022	BEG AT NE COR OF S 1/2 OF S 1/2 OF SE 1/4 OF NW 1/4 OF SEC S 990 FT WLY WITH INTERIOR ANG OF 89 DEG 24 MIN 1099 57/100 FT FOR POB CONT SAME COURSE 235 FT N WITH INTERIOR ANG OF 90 DEG 47 MIN 462 34/100 FT TO S LI OF A 66 FT COUNTY RD ELY WITH INTERIOR ANG OF 89 DEG 12 MIN ALG S LI OF A 66 FT COUNTY RD 235 FT S 462 28/100 FT TO POB OR 6882 P 839

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: 381N312402005003 Account: 114550350 Owners: MCCANN KEITH E Mail: 811 GRAHAM RD CANTONMENT, FL 32533 Situs: 811 GRAHAM RD 32533 Use Code: SINGLE FAMILY RESID Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window <small>Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector</small>					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>\$56,025</td> <td>\$109,718</td> <td>\$165,743</td> <td>\$95,602</td> </tr> <tr> <td>2022</td> <td>\$56,025</td> <td>\$99,743</td> <td>\$155,768</td> <td>\$92,818</td> </tr> <tr> <td>2021</td> <td>\$56,025</td> <td>\$79,393</td> <td>\$135,418</td> <td>\$90,115</td> </tr> </tbody> </table> <div style="text-align: center;"> Disclaimer Tax Estimator File for Exemption(s) Online Report Storm Damage </div>					Year	Land	Imprv	Total	Cap Val	2023	\$56,025	\$109,718	\$165,743	\$95,602	2022	\$56,025	\$99,743	\$155,768	\$92,818	2021	\$56,025	\$79,393	\$135,418	\$90,115																																		
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Parcel Information					Launch Interactive Map																																																										

Last Updated: 04/29/2024 (tc.1880)

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **ASSEMBLY TAX 36 LLC** holder of **Tax Certificate No. 06103**, 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 S 1/2 OF S 1/2 OF SE 1/4 OF NW 1/4 OF SEC S 990 FT WLY WITH INTERIOR ANG OF 89 DEG 24 MIN 1099 57/100 FT FOR POB CONT SAME COURSE 235 FT N WITH INTERIOR ANG OF 90 DEG 47 MIN 462 34/100 FT TO S LI OF A 66 FT COUNTY RD ELY WITH INTERIOR ANG OF 89 DEG 12 MIN ALG S LI OF A 66 FT COUNTY RD 235 FT S 462 28/100 FT TO POB OR 6882 P 839

SECTION 38, TOWNSHIP 1 N, RANGE 31 W

TAX ACCOUNT NUMBER 114550350 (1124-53)

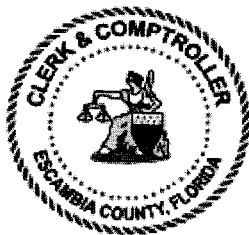
The assessment of the said property under the said certificate issued was in the name of

KEITH E MCCANN

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

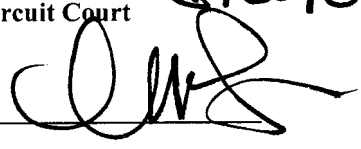
**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 114550350 Certificate Number: 006103 of 2022**

**Payor: PAMELA SUZANNE MCCANN 811 GRAHAM RD CANTONMENT, FL 32533 Date
5/15/2024**

Clerk's Check # 1
Tax Collector Check # 1

Clerk's Total \$503.88
Tax Collector's Total \$1,502.20
Postage \$0.00
Researcher Copies \$0.00
Recording \$10.00
Prep Fee \$7.00
Total Received \$2,023.08

**PAM CHILDERS
Clerk of the Circuit Court**

Received By: 
Deputy Clerk

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

RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 9138, Page 600, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 06103, issued the 1st day of June, A.D., 2022

TAX ACCOUNT NUMBER: 114550350 (1124-53)

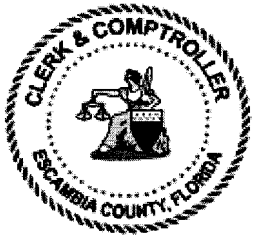
DESCRIPTION OF PROPERTY:

BEG AT NE COR OF S 1/2 OF S 1/2 OF SE 1/4 OF NW 1/4 OF SEC S 990 FT WLY WITH INTERIOR
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INTERIOR ANG OF 89 DEG 12 MIN ALG S LI OF A 66 FT COUNTY RD 235 FT S 462 28/100 FT TO
POB OR 6882 P 839

SECTION 38, TOWNSHIP 1 N, RANGE 31 W

NAME IN WHICH ASSESSED: KEITH E MCCANN

Dated this 15th day of May 2024.



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 #: 11-4550-350 CERTIFICATE #: 2022-6103

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 25, 2004 to and including June 25, 2024 Abstractor: Pam Alvarez

BY

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

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

July 12, 2024

Tax Account #: **11-4550-350**

1. The Grantee(s) of the last deed(s) of record is/are: **KEITH E MCCANN**

By Virtue of Warranty Deed recorded 7/13/2012 in OR 6882/839

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 Regions Bank recorded 6/25/2015 OR 7365/1257**
- b. **Judgment in favor of Discover Bank recorded 9/6/2022 OR 8853/1383**
- c. **Civil Lien in favor of State of FL/Escambia County recorded 3/29/2007 OR 6115/303**
- d. **Civil Lien in favor of State of FL/Escambia County recorded 1/23/2007 OR 6073/746**
- e. **Judgment in favor of Escambia County recorded 1/29/2007 OR 6076/927**

4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 11-4550-350

Assessed Value: \$95,602.00

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:	<u>NOV 6, 2024</u>
TAX ACCOUNT #:	<u>11-4550-350</u>
CERTIFICATE #:	<u>2022-6103</u>

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 checked="" type="checkbox"/>	<input type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Homestead for <u>2023</u> tax year.

KEITH E MCCANN AND PAMELA MCCANN
811 GRAHAM RD
CANTONMENT, FL 32533

REGIONS BANK
201 MILAN PARKWAY
BIRMINGHAM, AL 35211

DISCOVER BANK
6500 NEW ALBANY ROAD
NEW ALBANY, OH 43054

KEITH MCCANN
1 EAST ROACH RD
MCDavid, FL 32568

ESCAMBIA COUNTY DEPARTMENT OF
COMMUNITY CORRECTIONS
2251 N PALAFOX ST
PENSACOLA, FL 32501

RONNIE SMITH
717 NORTH D ST
PENSACOLA, FL 32501

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 #:11-4550-350

LEGAL DESCRIPTION EXHIBIT "A"

BEG AT NE COR OF S 1/2 OF S 1/2 OF SE 1/4 OF NW 1/4 OF SEC S 990 FT WLY WITH INTERIOR ANG OF 89 DEG 24 MIN 1099 57/100 FT FOR POB CONT SAME COURSE 235 FT N WITH INTERIOR ANG OF 90 DEG 47 MIN 462 34/100 FT TO S LI OF A 66 FT COUNTY RD ELY WITH INTERIOR ANG OF 89 DEG 12 MIN ALG S LI OF A 66 FT COUNTY RD 235 FT S 462 28/100 FT TO POB OR 6882 P 839

SECTION 38, TOWNSHIP 1 N, RANGE 31 W

TAX ACCOUNT NUMBER 11-4550-350(1124-53)

ABTRACTOR'S NOTE: WE CAN NOT CERTIFY LEGAL AS WRITTEN ON TAX ROLL WITHOUT A CURRENT SURVEY. PROPERTY APPEARS TO HAVE ACCESS VIA A PRIVATE ROADWAY PER APPRAISER MAP.

Return to: Tonjia Brown
Name: Title Solutions
Address: 1507 North Palafox Street
Pensacola, Florida 32501

This Instrument Prepared:
Tonjia Brown
Title Solutions
1507 North Palafox Street
Pensacola, Florida 32501

as a necessary incident to the fulfillment of conditions
contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):
381N31-2402-005-003
Grantee(s) S.S.#(s):
File No:TSF12-084

WARRANTY DEED

This Warranty Deed Made the 26 day of June, 2012, by Mac H. Willis, Jr., Robin Denise Qualls, Roger Stanley Garman, Lisa Nanette Wilson, Barry Kevin Garman, Gregory A. Smith, Dwight M. Smith and Ronald Smith, whose post office address is: 229 North Barcelona Street, Pensacola, Florida 32591, hereinafter called the grantor

to Keith E. McCann a single man, whose post office address is: 1 East Roach Road, McDavid, Florida 32568, hereinafter called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of \$10.00 Dollars 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:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AS LOCATED BY W.E. WHEAT IN APRIL 1966; THENCE SOUTH 990 FEET; THENCE WESTERLY WITH AN INTERIOR ANGLE OF 89 DEGREES 24 MINUTES A DISTANCE OF 1099.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE THE SAME COURSE WESTERLY A DISTANCE OF 235.0 FEET; THENCE NORTH WITH AN INTERIOR ANGLE OF 90 DEGREES 47 MINUTES A DISTANCE OF 462.34 FEET TO THE SOUTH LINE OF A 66 FOOT COUNTY ROAD; THENCE EASTERLY WITH AN INTERIOR ANGLE OF 89 DEGREES 12 MINUTES ALONG SAID SOUTH LINE OF SAID 66 FOOT COUNTY ROAD A DISTANCE OF 235.0 FEET; THENCE SOUTH A DISTANCE OF 462.28 FEET TO THE POINT OF BEGINNING.

The property is not the homestead of the Grantor(s).

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 2012, reservations, restrictions and easements of record, if any.

(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature: _____
Printed Name: Mac H. Willis, Jr.

Witness Signature: _____
Printed Name:

Signed, sealed and delivered in our presence:

Witness Signature: _____
Printed Name: Robin Denise Qualls

Witness Signature: _____
Printed Name:

Signed, sealed and delivered in our presence:

Witness Signature: _____
Printed Name: Roger Stanley Garman

Witness Signature: _____
Printed Name:

Signed, sealed and delivered in our presence:

Witness Signature: Brenda D. Kyle Lisa Nanette Wilson
Printed Name: Brenda D. Kyle Lisa Nanette Wilson

Witness Signature: Shawn Taylor
Printed Name: Shawn Taylor

Signed, sealed and delivered in our presence:

Witness Signature: _____
Printed Name: Barry Kevin Garman

Witness Signature: _____
Printed Name:

Signed, sealed and delivered in our presence:

Witness Signature: _____
Printed Name: Gregory A. Smith

Witness Signature: _____
Printed Name:

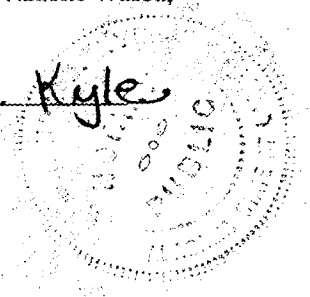
STATE OF Alabama
COUNTY OF Mobile

The foregoing instrument was acknowledged before me this 27th day of June, 2012, by Lisa Nanette Wilson, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:

Commission Expires January 10, 2015

Brenda D. Kyle
Printed Name:
Notary Public
Serial Number



STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of June, 2012, by Barry Kevin Garman, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:

Printed Name:
Notary Public
Serial Number

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of June, 2012, by Gregory A. Smith, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:

Printed Name:
Notary Public
Serial Number

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of June, 2012, by Dwight M. Smith, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:

Printed Name:
Notary Public
Serial Number

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of June, 2012, by Ronald Smith, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:

Printed Name:
Notary Public
Serial Number

Signed, sealed and delivered in our presence:

Witness Signature: *Judy Allen*

Printed Name: Judy Allen

Dwight M. Smith
Dwight M. Smith

Witness Signature: *Tammy Shelley*

Printed Name: Tammy Shelley

Signed, sealed and delivered in our presence:

Witness Signature: _____

Printed Name: _____

Ronald Smith

Witness Signature: _____

Printed Name: _____

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this ____ day of June, 2012, by Mac H. Willis, Jr., who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:

Printed Name:

Notary Public

Serial Number

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of June, 2012, by Robin Denise Qualls, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:

Printed Name:

Notary Public

Serial Number

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of June, 2012, by Roger Stanley Garman, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:

Printed Name:

Notary Public

Serial Number

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of June, 2012, by Lisa Nanette Wilson, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:

Printed Name:
Notary Public
Serial Number

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of June, 2012, by Barry Kevin Garman, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:

Printed Name:
Notary Public
Serial Number

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of June, 2012, by Gregory A. Smith, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:

Printed Name:
Notary Public
Serial Number

STATE OF Alabama
COUNTY OF Houston

The foregoing instrument was acknowledged before me this 27 day of June, 2012, by Dwight M. Smith, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires: 1-4-14

Victoria S. Butts
Printed Name: Victoria S. Butts
Notary Public
Serial Number _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of June, 2012, by Ronald Smith, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:

Printed Name:
Notary Public
Serial Number

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature: _____
Printed Name: _____

Mac H. Willis, Jr.

Witness Signature: _____
Printed Name: _____

Signed, sealed and delivered in our presence:

Witness Signature: _____
Printed Name: _____

Robin Denise Qualls

Witness Signature: _____
Printed Name: _____

Signed, sealed and delivered in our presence:

Witness Signature: _____
Printed Name: _____

Roger Stanley Garman

Witness Signature: _____
Printed Name: _____

Signed, sealed and delivered in our presence:

Witness Signature: _____
Printed Name: _____

Lisa Nanette Wilson

Witness Signature: _____
Printed Name: _____

Signed, sealed and delivered in our presence:

Witness Signature: _____
Printed Name: _____

Barry Kevin Garman

Witness Signature: _____
Printed Name: _____

Signed, sealed and delivered in our presence:

Witness Signature: Louise R. Smith
Printed Name: Louise R. Smith

Gregory A. Smith
Gregory A. Smith

Witness Signature: Shelley R. Roberts
Printed Name: Shelley R. Roberts

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of June, 2012, by Lisa Nanette Wilson, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:

Printed Name:
Notary Public
Serial Number

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of June, 2012, by Barry Kevin Garman, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:

Printed Name:
Notary Public
Serial Number

STATE OF FL
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 27th day of June, 2012, by Gregory A. Smith, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:



LOUISE R. SMITH
MY COMMISSION # DD 974472
EXPIRES: May 16, 2014
Bonded Thru Budget Notary Services

Louise R. Smith
Printed Name:
Notary Public
Serial Number

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of June, 2012, by Dwight M. Smith, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:

Printed Name:
Notary Public
Serial Number

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of June, 2012, by Ronald Smith, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:

Printed Name:
Notary Public
Serial Number

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

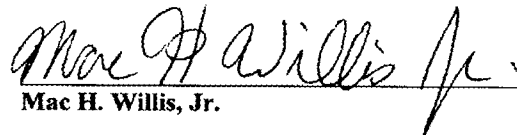
Signed, sealed and delivered in our presence:

Witness Signature: _____

Printed Name: Sandy Blanton

Witness Signature: _____

Printed Name: Tonjia Brown


Mac H. Willis, Jr.

Signed, sealed and delivered in our presence:

Witness Signature: _____

Printed Name: George E Brown Jr.

Witness Signature: _____

Printed Name: Tonjia Brown


Robin Denise Qualls

Signed, sealed and delivered in our presence:

Witness Signature: _____

Printed Name: _____

Roger Stanley Garman

Witness Signature: _____

Printed Name: _____

Signed, sealed and delivered in our presence:

Witness Signature: _____

Printed Name: _____

Lisa Nanette Wilson

Witness Signature: _____

Printed Name: _____

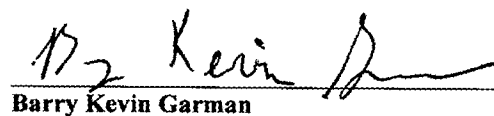
Signed, sealed and delivered in our presence:

Witness Signature: _____

Printed Name: Tonjia Brown

Witness Signature: _____

Printed Name: George E. Brown Jr.


Barry Kevin Garman

Signed, sealed and delivered in our presence:

Witness Signature: _____

Printed Name: _____

Gregory A. Smith

Witness Signature: _____

Printed Name: _____

Signed, sealed and delivered in our presence:

Witness Signature: _____
 Printed Name: _____

Dwight M. Smith

Witness Signature: _____
 Printed Name: _____

Signed, sealed and delivered in our presence:

Witness Signature: _____
 Printed Name: _____

Ronald Smith
 Ronald Smith

Witness Signature: _____
 Printed Name: _____

George E. Brown Jr.
 George E. Brown Jr.
Tonja Brown
 Tonja Brown

STATE OF FLORIDA
 COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 5 day of July 2012, by Mac H. Willis, Jr., who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:



TONIA BROWN
 MY COMMISSION # EE 075971
 EXPIRES: April 13, 2015
 Bonded Thru Budget Notary Services

Tonia Brown
 Printed Name:
 Notary Public
 Serial Number

STATE OF Florida
 COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 26 day of June, 2012, by Robin Denise Qualls, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:



TONIA BROWN
 MY COMMISSION # EE 075971
 EXPIRES: April 13, 2015
 Bonded Thru Budget Notary Services

Tonia Brown
 Printed Name:
 Notary Public
 Serial Number

STATE OF _____
 COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of June, 2012, by Roger Stanley Garman, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:

 Printed Name:
 Notary Public
 Serial Number

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of June, 2012, by Lisa Nanette Wilson, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:

Printed Name:
Notary Public
Serial Number

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 26 day of June, 2012, by Barry Kevin Garman, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:



TONIA BROWN
MY COMMISSION # EE 075971
EXPIRES: April 13, 2015
Bonded Thru Budget Notary Services

Tonia Brown
Printed Name:
Notary Public
Serial Number

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of June, 2012, by Gregory A. Smith, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:

Printed Name:
Notary Public
Serial Number

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of June, 2012, by Dwight M. Smith, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:

Printed Name:
Notary Public
Serial Number

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 26 day of June, 2012, by Ronald Smith, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:



TONIA BROWN
MY COMMISSION # EE 075971
EXPIRES: April 13, 2015
Bonded Thru Budget Notary Services

Tonia Brown
Printed Name:
Notary Public
Serial Number

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Signature: _____
Printed Name: _____ Mac H. Willis, Jr.

Witness Signature: _____
Printed Name: _____

Signed, sealed and delivered in our presence:

Witness Signature: _____
Printed Name: _____ Robin Denise Qualls

Witness Signature: _____
Printed Name: _____

Signed, sealed and delivered in our presence:

Witness Signature: _____
Printed Name: Mark Melanson

Roger Stanley Garman

Witness Signature: _____
Printed Name: Megan Chatelain

Signed, sealed and delivered in our presence:

Witness Signature: _____
Printed Name: _____ Lisa Nanette Wilson

Witness Signature: _____
Printed Name: _____

Signed, sealed and delivered in our presence:

Witness Signature: _____
Printed Name: _____ Barry Kevin Garman

Witness Signature: _____
Printed Name: _____

Signed, sealed and delivered in our presence:

Witness Signature: _____
Printed Name: _____ Gregory A. Smith

Witness Signature: _____
Printed Name: _____

Signed, sealed and delivered in our presence:

Witness Signature: _____
Printed Name: _____

Dwight M. Smith

Witness Signature: _____
Printed Name: _____

Signed, sealed and delivered in our presence:

Witness Signature: _____
Printed Name: _____

Ronald Smith

Witness Signature: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this ____ day of June, 2012, by **Mac H. Willis, Jr.**, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:

Printed Name:
Notary Public
Serial Number

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of June, 2012, by **Robin Denise Qualls**, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:

Printed Name:
Notary Public
Serial Number

STATE OF Louisiana
COUNTY OF Lafayette

The foregoing instrument was acknowledged before me this 29 day of June, 2012, by **Roger Stanley Garman**, who is/are personally known to me or who has/have produced driver license(s) as identification.

My Commission Expires:

Bonna Hinde Lang Melancon
Printed Name:
Notary Public
Serial Number

BONNA HINDELANG MELANCON
NOTARY PUBLIC # 24665
LAFAYETTE PARISH • STATE OF LOUISIANA
MY COMMISSION IS FOR LIFE

RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.0, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: 811 Graham Road, Cantonment, FL 32533

Legal Address of Property: 811 Graham Road, Cantonment, FL 32533

The County (X) has accepted () has not accepted
the abutting roadway for maintenance.

This form completed by:
Title Solutions
1507 North Palafox Street
Pensacola, Florida 32501

AS TO THE SELLER(S):

Mac H. Willis Jr.
Mac H. Willis, Jr.

Sandy Blanton
Witness: Sandy Blanton

Tonja Brown
Witness: Tonja Brown

AS TO THE BUYER(S):

Keith E. McCann
Keith E. McCann

Dan Higgins
Witness: Dan Higgins

Tonja Brown
Witness: Tonja Brown

Recorded in Public Records 06/25/2015 at 02:26 PM OR Book 7365 Page 1257,
Instrument #2015047800, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$61.00 MTG Stamps \$175.00 Int. Tax \$100.00

When Recorded Return to:
Indecomm Global Services
As Recording Agent Only
1260 Energy Lane
St. Paul, MN 55108

WHEN RECORDED MAIL TO:

Regions Bank
Collateral Management
201 Milan Parkway
Birmingham, AL 35211

79959792

This Mortgage prepared by:

Name: Rodrelle Ward
Company: Regions Bank
Address: 2050 Parkway Office Circle, Hoover, AL 35244



20151181549160



*DOC4850292502*****2240310000000*

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 06/08/2015, is made and executed between KEITH E MCCANN, whose address is 811 GRAHAM RD, CANTONMENT, FL 325336517; PAMELA MCCANN, whose address is 811 GRAHAM RD, CANTONMENT, FL 325336517; husband and wife (referred to below as "Grantor") and Regions Bank, whose address is 201 Milan Parkway, Birmingham, AL 35211 (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:

ALL THAT CERTAIN LAND SITUATE IN ESCAMBIA COUNTY, FLORIDA, VIZ:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 38, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AS LOCATED BY W.E. WHEAT IN APRIL 1966; THENCE SOUTH 990 FEET; THENCE WESTERLY WITH AN INTERIOR ANGLE OF 89 DEGREES 24 MINUTES A DISTANCE OF 1099.57 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE THE SAME COURSE WESTERLY A DISTANCE OF 235.0 FEET; THENCE NORTH WITH AN INTERIOR ANGLE OF 90 DEGREES 47 MINUTES A DISTANCE OF 462.34 FEET TO THE SOUTH LINE OF A 66 FOOT COUNTY ROAD; THENCE EASTERLY WITH AN INTERIOR ANGLE OF 89 DEGREES 12 MINUTES ALONG SAID SOUTH LINE OF SAID 66 FOOT COUNTY ROAD A DISTANCE OF 235.0 FEET; THENCE SOUTH A DISTANCE OF 462.28 FEET TO THE POINT OF BEGINNING

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

The Real Property or its address is commonly known as 811 GRAHAM RD, CANTONMENT, FL 325336517.

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

B2015061501018

**MORTGAGE
(Continued)**

Page 2

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.

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.

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.

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

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done 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

B2015061501018

**MORTGAGE
(Continued)**

Page 3

Lender that Grantor can and will pay the cost of such improvements.

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such 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 Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the maximum amount of Borrower's 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 if the estimated cost of repair or replacement exceeds \$10,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien 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.

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 Lender purchases any insurance on the Property, such insurance may, in Lender's sole discretion, protect only Lender's interest. Grantor acknowledges that: insurance purchased by Lender may provide limited protection against physical damage to the Property; Grantor's equity in the Property may not be insured by such insurance; such insurance may not cover the contents of the Property; and Grantor may not be compensated by such insurance for loss or damage to personal belongings, furniture or equipment. Lender shall have no obligation to purchase any insurance on the Property. 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, or the maximum rate permitted by law, whichever is less, 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 and documentation 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:

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

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

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

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

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax, including without limitation an intangible personal property tax, upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (2) a specific tax on 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

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**MORTGAGE
(Continued)**

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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 re-recorded, 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 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

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**MORTGAGE
(Continued)**

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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.

AUTHORIZATION TO OTHER LIEN HOLDERS. The Grantor hereby authorizes the holder of any other mortgage, lien or encumbrance on any portion of the Real Property and any other party claiming any interest in the Real Property whatsoever to disclose to the Lender any and all information the Lender may request, including, without limitation: (1) the nature of such interest in or claim to the Real Property; (2) the amount of such interest or claim or of any indebtedness or obligation secured by any mortgage, lien or encumbrance; (3) the amount of any such indebtedness or obligation that is unpaid; (4) whether any amount owed on any such indebtedness or obligation is or has been in arrears; (5) whether there is or has been any default with respect to any such mortgage, lien or encumbrance or the indebtedness or obligation secured thereby; and (6) any other information regarding such interest, claim, mortgage, lien or encumbrance or the indebtedness or obligation secured thereby which the Lender may request from time to time. This authorization shall be effective without any further action, notice, authorization or consent from the Grantor and shall remain in full force and effect for so long as this Mortgage remains unsatisfied and has not been released.

SUBORDINATION, PARTIAL RELEASE AND OTHER MODIFICATION REQUESTS. From time to time, Grantor or Borrower may request that we subordinate the lien of this Mortgage to another lien, release part of the Property from the lien of this Mortgage, or agree to some other modification of this Mortgage or the Credit Agreement or any Related Document. We are not obligated to agree to any such request. We may, in our sole discretion, impose conditions on our agreement to any such request. Such conditions may include, without limitation, imposing a fee or increasing the interest rate under the Credit Agreement, or both.

DEFENSE COSTS. Subject to any limits under applicable law, in addition to the costs and expenses Grantor has agreed to pay within this Mortgage, Grantor will pay all costs and expenses incurred by Lender arising out of or relating to any steps or actions Lender takes to defend any unsuccessful claim, allegation, remedy or counterclaim Borrower may assert against Lender. Such costs and expenses shall include, without limitation, reasonable attorneys' fees and costs.

PRIVATE FLOOD INSURANCE. If the Property is at any time deemed to be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area and if Federal Flood Insurance is not available, Grantor agrees to obtain and maintain flood insurance in an amount equal to the maximum amount of Grantor's credit line and the full unpaid principal balance of any prior liens on the Property. Such flood insurance will be with such insurer as is satisfactory to Lender. Such flood insurance will also be on such terms as are satisfactory to Lender, including deductible provisions, endorsements, a standard mortgagee clause in favor of Lender, and stipulations that coverage will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender with no disclaimer for failure to give such cancellation notice.

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. With respect to interest (as defined by federal 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 Alabama without regard to its conflicts of laws provisions. In all other respects, 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. The loan transaction that is evidenced by the Credit Agreement and this Mortgage has been approved, made, and funded, and all necessary loan documents have been accepted by Lender in the State of Alabama.

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.

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

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

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

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

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

Borrower. The word "Borrower" means KEITH E MCCANN 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 June 8, 2015, with credit limit of \$50,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations

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**MORTGAGE
(Continued)**

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of, and substitutions for the promissory note or agreement. The final maturity date of the Credit Agreement is June 8, 2035. **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 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 KEITH E MCCANN and PAMELA MCCANN.

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

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

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

Lender. The word "Lender" means Regions 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. However, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

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 Keith E. McCann
KEITH E MCCANN

x Pamela McCann
PAMELA MCCANN

WITNESSES:

x Lucy Alexander

x Sylvia Ammons Sylvia Ammons

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**MORTGAGE
(Continued)**

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INDIVIDUAL ACKNOWLEDGMENT

STATE OF Florida)
) SS
COUNTY OF Escambia)

The foregoing instrument was acknowledged before me this 8th day of June, 20 15
by **KEITH E MCCANN**, who is personally known to me or who has produced FLDL as identification.



Faye L Colley
(Signature of Person Taking Acknowledgment)
Faye L Colley
(Name of Acknowledger Typed, Printed or Stamped)
Financial Service Specialist
(Title or Rank)
(Serial Number, if any)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Florida)
) SS
COUNTY OF Escambia)

The foregoing instrument was acknowledged before me this 8th day of June, 20 15
by **PAMELA MCCANN**, who is personally known to me or who has produced FLDL as identification.



Faye L Colley
(Signature of Person Taking Acknowledgment)
Faye L Colley
(Name of Acknowledger Typed, Printed or Stamped)
Financial Service Specialist
(Title or Rank)
(Serial Number, if any)



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Recorded in Public Records 9/6/2022 10:56 AM OR Book 8853 Page 1383,
Instrument #2022090144, Pam Childers Clerk of the Circuit Court Escambia
County, FL

Filing # 156311583 E-Filed 08/29/2022 01:16:15 PM

**IN THE COUNTY COURT
IN AND FOR ESCAMBIA
COUNTY, FLORIDA**

CASE NO.: 2022 SC 002285

DISCOVER BANK
6500 NEW ALBANY ROAD
NEW ALBANY, OH 43054

Plaintiff,

vs.

KEITH E MCCANN
811 GRAHAM RD
CANTONMENT, FL 32533

Defendant.

_____ /

FINAL JUDGMENT

The parties in this Small Claims case entered into a stipulation agreement. The plaintiff notified the court that the defendant failed to pay as agreed. As a result, the plaintiff is entitled to a Final Judgment and it is,

ORDERED AND ADJUDGED that the Plaintiff, DISCOVER BANK, C/O DISCOVER PRODUCTS INC., 6500 NEW ALBANY ROAD, NEW ALBANY, OH 43054, shall recover from the defendant, KEITH E MCCANN, 811 GRAHAM RD, CANTONMENT, FL 32533, \$3,000.00, plus court cost of \$375.85, all of which shall bear interest at the prevailing statutory interest rate of 4.34% 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. For all of the above, let execution issue.

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

Copies Furnished to:
ZWICKER & ASSOCIATES, P.C.
ATTORNEY FOR PLAINTIFF

Defendant


eSigned by COUNTY COURT JUDGE PAT KINSEY
on 08/27/2022 13:30:09 lGr9p24j

Recorded in Public Records 03/29/2007 at 09:51 AM OR Book 6115 Page 303,
Instrument #2007029716, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA,

Plaintiff,

CASE: 2004-CT-002747

vs.

Ronnie Smith Jr.

DIVISION: I

Defendant.

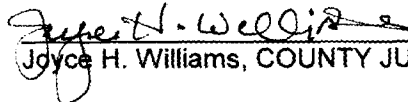
CIVIL LIEN

THIS CAUSE came before the Court for plea on January 12, 2007. Upon the evidence presented, the Court authorized the defendant to serve his sentence in the Work Release Program. The Court determines that \$300.00 is due to **Department of Community Corrections**. Accordingly, pursuant to the provisions of §938.30, Florida Statutes, it is,

ORDERED AND ADJUDGED that the above-named Defendant shall pay Work Release fees arrears to the **Department of Community Corrections**, in the amount of \$300.00 which shall accrue interest at the rate of eleven percent (11%) per annum.

ORDERED FURTHER that nothing in this Civil Lien will bar any subsequent civil remedy or recovery, but the amount paid under this order shall be a set-off against any subsequent independent civil recovery. Any default in payment of the amount due hereunder may be collected by any means authorized by law for the enforcement of a civil judgment, for which let execution issue.

DONE AND ORDERED in Chambers, at Pensacola, Escambia County, Florida, the 23rd day of March 2007.


Joyce H. Williams, COUNTY JUDGE

cc: Corey Fleeton, Work Release Program
Ronnie Smith Jr., Defendant
3336 Marcus Dr.
Pensacola, FL 32501
DOB: 01-01-81 SS# [REDACTED]

ERNEST LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2007 MAR 26 P 3:28
TRAFFIC DIVISION
FILED & RECORDED

Recorded in Public Records 01/23/2007 at 02:27 PM OR Book 6073 Page 746,
Instrument #2007007077, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA,

Plaintiff,

vs.

CASE NO: 2004 CT 002747

Ronnie Smith

DIVISION: I

Defendant.

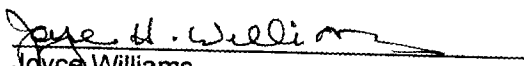
CIVIL LIEN

THIS CAUSE came before the Court for plea on January 12, 2007, Upon the evidence presented, the Court assessed \$400.00 for cost of supervision, urinalysis fee and hearing fee arrears to probation. Therefore, the Court determines that \$400.00 is due to **Department of Community Corrections**. Accordingly, pursuant to the provisions of §938.30, Florida Statutes, it is,

ORDERED AND ADJUDGED that the above-named Defendant shall pay arrears for the cost of supervision, urinalysis fee and the hearing fee to the **Department of Community Corrections**, in the amount of \$400.00 which shall accrue interest at the rate of seven percent (11%) per annum.

ORDERED FURTHER that nothing in this Civil Lien will bar any subsequent civil remedy or recovery, but the amount paid under this order shall be a set-off against any subsequent independent civil recovery. Any default in payment of the amount due hereunder may be collected by any means authorized by law for the enforcement of a civil judgment, for which let execution issue.

DONE AND ORDERED in Chambers, at Pensacola, Escambia County, Florida, the 16th day of January 2007.


Joyce Williams
COUNTY JUDGE

cc: Attorney for Defendant
Assistant State Attorney, Division I
Luann Bratcher, Community Corrections
Ronnie Smith, defendant
DOB: 01/01/81 SSN [REDACTED]
717 North "D" Street
Pensacola FL, 32501

E#57210

Case: 2004 CT 002747



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Dkt: FREEL Pg#:

ERNEE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2007 JAN 17 P 3:27
TRAFFIC DIVISION
FILED & RECORDED

Recorded in Public Records 01/29/2007 at 03:02 PM OR Book 6076 Page 927,
Instrument #2007008790, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL

IN THE COUNTY COURT OF
ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA

CASE NO: 2004 CT 002747
CITATION NO: 4597-DAW

VS

RONNIE SMITH
717 NORTH D ST
PENSACOLA FL 32501

B/M DOB: 01/01/1981

ERDIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2007 JAN 22 P 2:44
TRAFFIC DIVISION
FILED & RECORDED

JUDGMENT AGAINST DEFENDANT FOR ATTORNEY'S FEES AND COSTS

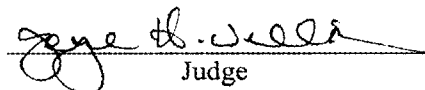
It is hereby ordered and adjudged that the above-named defendant shall pay to the Clerk of the Circuit Court on behalf of the State of Florida, the sum of \$ -0-, which the Court has determined to be the reasonable value for the assistance of Court-appointed counsel and for taxable costs in this cause, plus an additional \$ 40.00 Application Fee to be deposited into the Indigent Criminal Defense Trust Fund, for a total of \$ 40.00.

It is further ordered and adjudged that, in accordance with Section 938.29(2)(a), Florida Statutes, a lien is hereby created against all of the property, both real and personal, of the defendant and his/her estate, in the amount aforesaid, in favor of the State of Florida and shall bear interest at the rate set out in s.55.03 Florida Statutes, for which let execution issue.

Payment toward this lien should be made to Honorable Ernie Lee Magaha, Clerk of the Circuit Court, Attn: Traffic Division, PO Box 333, Pensacola, FL 32592-0333.

Note: You have the right to have a hearing with respect to the appropriateness of the Public Defender fee imposed by the Court. If you wish to have a hearing, you must file a written request with the Court within ten days of the date hereof.

DONE AND ORDERED this 22nd day of January, 2007.


Judge

cc: Defendant