



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

0025.08

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	TLGFY, LLC CAPITAL ONE, N.A., AS COLLATERAL ASSIGNEE OF TLGFY, LLC PO BOX 669139 DALLAS, TX 75266-9139	Application date	Apr 22, 2024
Property description	MERRITT RAYMOND JR MERRITT DELLAINA 5840 PILGRIM TRL WEST MOLINO, FL 32577 5840 PILGRIM TRL WEST 12-2379-194 BEG AT SE COR OF NW 1/4 SEC N 02 DEG 26 MIN 40 SEC E ALG E LI OF SD NW 1/4 FOR 661 80/100 FT N 05 DE (Full legal attached.)	Certificate #	2022 / 6588
		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)
# 2022/6588	06/01/2022	1,278.14	63.91	1,342.05
→Part 2: Total*				1,342.05

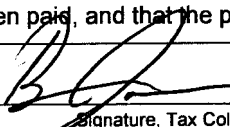
Part 3: Other Certificates Redeemed by Applicant (Other than County)

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)	1,342.05
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	1,366.35
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)	3,083.40

I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.

Sign here:  Escambia, Florida
Date April 25th, 2024

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

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>06/04/2025</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS *16.25*

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 SE COR OF NW 1/4 SEC N 02 DEG 26 MIN 40 SEC E ALG E LI OF SD NW 1/4 FOR 661 80/100 FT N 05 DEG 02 MIN 04 SEC E FOR 252 37/100 FT TO A PT ON A CURVE (CONCAVE SOUTHERLY) HAVING A RADIUS OF 1346 64/100 FT S 68 DEG 43 MIN 29 SEC E 199 29/100 FT ALG CHORD OF SD CURVE S 2 DEG 26 MIN 40 SEC W 892 10/100 FT N 75 DEG 33 MIN 20 SEC W 204 50/100 FT TO POB LOT 2 BLK E UNRECORDED S/D PILGRIM HILL OR 4734 P 941 LESS MINERAL RIGHTS

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2400661

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,
TLGFY, LLC
CAPITAL ONE, N.A., AS COLLATERAL ASSIGNEE OF TLGFY, LLC
PO BOX 669139
DALLAS, TX 75266-9139,

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
12-2379-194	2022/6588	06-01-2022	BEG AT SE COR OF NW 1/4 SEC N 02 DEG 26 MIN 40 SEC E ALG E LI OF SD NW 1/4 FOR 661 80/100 FT N 05 DEG 02 MIN 04 SEC E FOR 252 37/100 FT TO A PT ON A CURVE (CONCAVE SOUTHERLY) HAVING A RADIUS OF 1346 64/100 FT S 68 DEG 43 MIN 29 SEC E 199 29/100 FT ALG CHORD OF SD CURVE S 2 DEG 26 MIN 40 SEC W 892 10/100 FT N 75 DEG 33 MIN 20 SEC W 204 50/100 FT TO POB LOT 2 BLK E UNRECORDED S/D PILGRIM HILL OR 4734 P 941 LESS MINERAL RIGHTS

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
TLGFY, LLC
CAPITAL ONE, N.A., AS COLLATERAL ASSIGNEE OF
TLGFY, LLC
PO BOX 669139
DALLAS, TX 75266-9139

04-22-2024
Application Date

Applicant's signature



Chris Jones Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

[Back](#)

← Nav. Mode ● Account ○ Parcel ID →

Printer Friendly Version

General Information		Assessments				
Parcel ID:	153N321000002005	Year	Land	Imprv	Total	Cap Val
Account:	122379194	2023	\$27,744	\$66,151	\$93,895	\$88,447
Owners:	MERRITT RAYMOND JR MERRITT DELLAINA	2022	\$27,744	\$56,469	\$84,213	\$80,407
Mail:	5840 PILGRIM TRL WEST MOLINO, FL 32577	2021	\$26,010	\$47,088	\$73,098	\$73,098
Situs:	5840 PILGRIM TRL WEST 32577	Disclaimer				
Use Code:	MOBILE HOME 🔍	Tax Estimator				
Taxing Authority:	COUNTY MSTU	File for Exemption(s) Online				
Tax Inquiry:	Open Tax Inquiry Window	Report Storm Damage				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data						2023 Certified Roll Exemptions	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	None	
06/2001	4734	941	\$25,000	WD	📄	Legal Description BEG AT SE COR OF NW 1/4 SEC N 02 DEG 26 MIN 40 SEC E ALG E LI OF SD NW 1/4 FOR 661 80/100 FT N 05 DEG 02 MIN 04... 🔍	
04/1997	4123	1867	\$18,500	WD	📄		
07/1994	3626	168	\$100	QC	📄		
07/1994	3626	167	\$100	QC	📄		
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						Extra Features METAL SHED	

Section
Map Id:
15-3N-32

Approx. Acreage:
4.0853

Zoned: 🔍
RR
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Parcel Information

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

Launch Interactive Map

RR

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

Buildings

Year Built: 2008, Effective Year: 2008, PA Building ID#: 125489

Structural Elements

DWELLING UNITS-1

MH EXTERIOR WALL-VINYL/METAL

MH FLOOR FINISH-CARPET

MH FLOOR SYSTEM-TYPICAL

MH HEAT/AIR-HEAT & AIR

MH INTERIOR FINISH-DRYWALL/PLASTER

MH MILLWORK-TYPICAL

MH ROOF COVER-COMP SHINGLE/WOOD


MH ROOF FRAMING-GABLE HIP

MH STRUCTURAL FRAME-TYPICAL

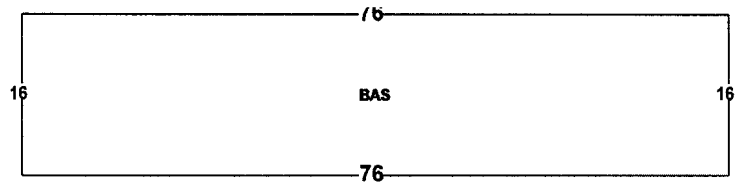
NO. PLUMBING FIXTURES-7

NO. STORIES-1

STORY HEIGHT-0

 Areas - 1216 Total SF

BASE AREA - 1216



Images

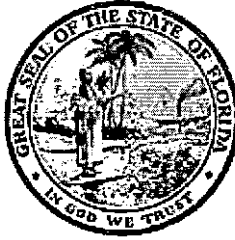


1/23/2019 12:00:00 AM

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

Last Updated:05/03/2024 (tr.5467)

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: 122379194 Certificate Number: 006588 of 2022**

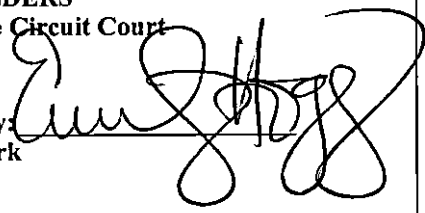
Payor: RAYMOND MERRITT JR PO BOX 69 MOLINO FL 32577 Date 12/9/2024

Clerk's Check #	1	Clerk's Total	\$551.76
Tax Collector Check #	1	Tax Collector's Total	\$3,737.16
		Postage	\$100.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$4,405.92

\$3,680.38

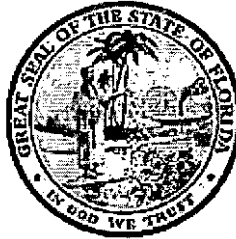
\$3,667.38

**PAM CHILDERS
Clerk of the Circuit Court**

Received By: 
Deputy Clerk

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

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



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

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

COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

Case # 2022 TD 006588

Redeemed Date 12/9/2024

Name RAYMOND MERRITT JR PO BOX 69 MOLINO FL 32577

Clerk's Total = TAXDEED	\$551.76 \$ 3,650.38
Due Tax Collector = TAXDEED	\$3,737.16
Postage = TD2	\$100.00
ResearcherCopies = TD6	\$0.00
Release TDA Notice (Recording) = RECORD2	\$10.00
Release TDA Notice (Prep Fee) = TD4	\$7.00

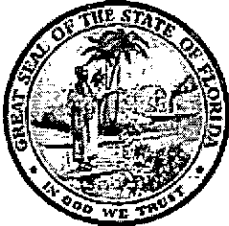
• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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FINANCIAL SUMMARY

No Information Available - See Dockets

Search Property	Property Sheet	Lien Holder's	Redeem	Forms	Courtview	Benchmark
Redeemed From Sale						



**PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA**

Tax Deed - Redemption Calculator

Account: 122379194 Certificate Number: 006588 of 2022

Redemption ☐ Yes ☒ No Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="6/4/2025"/>	Redemption Date <input type="text" value="12/9/2024"/>
Months	14	8
Tax Collector	<input type="text" value="\$3,083.40"/>	<input type="text" value="\$3,083.40"/>
Tax Collector Interest	\$647.51	\$370.01
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$3,737.16	<input type="text" value="\$3,459.66"/>
Record TDA Notice	<input type="text" value="\$17.00"/>	<input type="text" value="\$17.00"/>
Clerk Fee	<input type="text" value="\$119.00"/>	<input type="text" value="\$119.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$200.00"/>	<input type="text" value="\$200.00"/>
App. Fee Interest	\$95.76	\$54.72
Total Clerk	\$551.76	<input type="text" value="\$510.72"/>
Release TDA Notice (Recording)	<input type="text" value="\$10.00"/>	<input type="text" value="\$10.00"/>
Release TDA Notice (Prep Fee)	<input type="text" value="\$7.00"/>	<input type="text" value="\$7.00"/>
Postage	<input type="text" value="\$100.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$4,405.92	\$3,987.38
	Repayment Overpayment Refund Amount	\$418.54



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 #: 12-2379-194 CERTIFICATE #: 2022-6588

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: February 11, 2005 to and including February 11, 2025 Abstractor: Pam Alvarez

BY

Michael A. Campbell,
As President
Dated: February 18, 2025

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

February 18, 2025

Tax Account #: **12-2379-194**

1. The Grantee(s) of the last deed(s) of record is/are: **RAYMOND MERRITT JR AND DELLAINA MERRITT**

By Virtue of Warranty Deed recorded 7/6/2001 in OR 4734/941

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 fka AmSouth Bank recorded 10/18/2006 OR 6014/1179

4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 12-2379-194

Assessed Value: \$95,450.00

Exemptions: NONE

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

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

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

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

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: JUNE 4, 2025
TAX ACCOUNT #: 12-2379-194
CERTIFICATE #: 2022-6588

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

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2024</u> tax year.

**RAYMOND MERRITT JR AND
DELLAINA MERRITT
5840 PILGRIM TRL WEST
MOLINO, FL 32577**

**REGIONS BANK FKA AMSOUTH BANK
5214 LINCOLN RD EXT
HATTIESBURG, MS 39402**

Certified and delivered to Escambia County Tax Collector, this 18th day of February, 2025.

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

February 18, 2025

Tax Account #:12-2379-194

LEGAL DESCRIPTION EXHIBIT "A"

BEG AT SE COR OF NW 1/4 SEC N 02 DEG 26 MIN 40 SEC E ALG E LI OF SD NW 1/4 FOR 661 80/100 FT N 05 DEG 02 MIN 04 SEC E FOR 252 37/100 FT TO A PT ON A CURVE (CONCAVE SOUTHERLY) HAVING A RADIUS OF 1346 64/100 FT S 68 DEG 43 MIN 29 SEC E 199 29/100 FT ALG CHORD OF SD CURVE S 2 DEG 26 MIN 40 SEC W 892 10/100 FT N 75 DEG 33 MIN 20 SEC W 204 50/100 FT TO POB LOT 2 BLK E UNRECORDED S/D PILGRIM HILL OR 4734 P 941 LESS MINERAL RIGHTS

SECTION 15, TOWNSHIP 3 N, RANGE 32 W

TAX ACCOUNT NUMBER 12-2379-194(0625-08)

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

This Warranty Deed

OR BK 4734 PG0941
Escambia County, Florida
INSTRUMENT 2001-860058

Made this 28th day of June A.D. 2001
by Jason B. Powell

DEED DOC STAMPS PD @ ESC CO \$ 175.00
07/06/01 EUNIE LEE WRIGHT, CLERK
By: Sally Arnold

hereinafter called the grantor, to
**Raymond Merritt, Jr. and Dellaina
Merritt, husband and wife**

whose post office address is: **2970 Crabtree Church Rd
Molino, Florida 32577**

hereinafter called the grantee:

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

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

See Schedule A attached hereto and by this reference made a part hereof.

SUBJECT TO Covenants, restrictions, easements of record and taxes for the current year.

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

Parcel Identification Number: 15-3N-32-1000-002-005

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 01

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

Signed, sealed and delivered in our presence:

Theresa M. Johnson
Name: **Witness**

Jason B. Powell
Name & Address: **Jason B. Powell** LS

Theresa M. Johnson
Name: **Witness**

Name & Address: LS

Josephine Reynolds
Name: **Witness**

Name & Address: LS

Josephine Reynolds
Name: **Witness**

Name & Address: LS

State of **Florida**
County of **Escambia**

The foregoing instrument was acknowledged before me this **28th** day of **June**, 2001, by

Jason B. Powell

who is personally known to me or who has produced **Driver's License** as identification.

Josephine Reynolds
Notary Public

Print Name: **JOSEPHINE REYNOLDS**

My Comm. Exp. **12/27/04**

My Comm. No. **CC 990583**

☒ Personally Known ☐ Other I.D.

PREPARED BY: Josephine Reynolds
RECORD & RETURN TO:
First American Title Insurance Company
7201 North 9th Avenue, Suite A-4
Pensacola, Florida 32504
File No: 3-1119

WD-1
5/93

OR BK 4734 P60942
Escambia County, Florida
INSTRUMENT 2001-860058

Schedule A

Beginning at the Southeast corner of the Northwest 1/4 of Section 15, Township 3 North, Range 32 West, Escambia County, Florida, thence run North 2°26'40" East along the West line of said Northwest 1/4 for 661.80 feet, thence run North 5°02'04" East for 252.37 feet to a point on a curve having a radius of 1346.64 feet, thence run South 68°43'29" East for 199.29 feet along a chord of said curve, thence run South 2°26'40" West for 892.10 feet, thence run North 75°33'20" West for 204.50 feet to the Point of Beginning.



File No: 3-1119

OR BK 4734 PG0943
Escambia County, Florida
INSTRUMENT 2001-860058

**ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (OSTDS)
ESCAMBIA COUNTY HEALTH DEPARTMENT**

ATTENTION: Pursuant to Escambia County Code of Ordinances 99-36, in accordance with Section 1-29.180(5) of this Ordinance, the Escambia County Health Department (ECHD) must conduct an assessment of the Onsite Sewage Treatment and Disposal System (OSTDS) (Septic Tank) prior to the sale of Property. An approval letter issued by the ECHD must be presented at closing of property sale or transfer of title.

Legal Address of Property: Metes and Bounds, Escambia County, Florida

Buyer/Seller are aware that the property is on a ☐ Sewer System ☐ Septic Tank

APPROVAL LETTER ATTACHED HERETO ☐

APPROVAL LETTER NOT REQUIRED - PROPERTY NORTH OF WELL LINE ROAD ☐

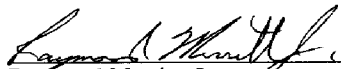
APPROVAL LETTER NOT REQUIRED - PROPERTY IS UNIMPROVED ☒

This form completed by: First American Title Insurance Company
7201 N. 9th Avenue, Suite A-4
Pensacola, FL 32504

AS TO SELLER (S):


Jason B. Powell

AS TO BUYER (S):


Raymond Merritt, Jr.


Dellaina Merritt

OR BK 4734 P60944
Escambia County, Florida
INSTRUMENT 2001-860058

**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 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a 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: Metes and Bounds

Legal Address of Property: Metes and Bounds, Escambia County, Florida

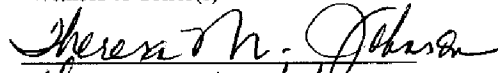
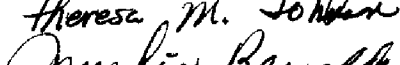
The County () has accepted (X) has not accepted the abutting roadway for maintenance.

This form completed by: First American Title Insurance Company
7201 N. 9th Ave, Suite A-4
Pensacola, Florida 32504

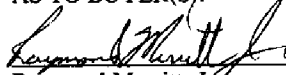
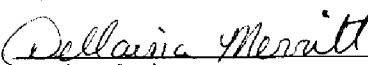
AS TO SELLER(S):


Jason B. Powell

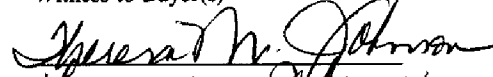
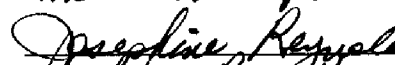
Witness to Seller(s)


Theresa M. Johnson

Josephine Reynolds

AS TO BUYER(S):


Raymond Merritt, Jr.

Dellaina Merritt

Witness to Buyer(s)


Theresa M. Johnson

Josephine Reynolds

THIS FORM APPROVED BY THE
ESCAMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS
Effective: 4/15/95

RCD Jul 06, 2001 11:20 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-860058

Recorded in Public Records 10/18/2006 at 02:29 PM OR Book 6014 Page 1179,
Instrument #2006105777, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$52.50 MTG Stamps \$350.00 Int. Tax \$200.00

20062191410000/212000213422

Mortgage and Security Agreement **AmSouth****State of FLORIDA** }

ESCAMBIA County

Prepared by: JESSICA PINSON

RETURN TO: AmSouth Bank Consumer Loan Operations

Birmingham, AL 35201

Mortgage and Security Agreement

THIS MORTGAGE, made as of September 29, 2006 between
RAYMOND MERRITT, JR. AND DELLAINA MERRITT, HUSBAND AND WIFE

whose address is

5840 PILGRIM TR W
MOLINO, FL 325770000

(herein called "Mortgagor") and AmSouth Bank, whose address is

70 S BLUE ANGEL PARKWAY
PENSACOLA, FL 325066045

(herein called "Mortgagee").

WHEREAS, R AND M CONSTRUCTION, LLC

is (are) justly indebted to Mortgagee in the principal sum of
One Hundred Thousand AND 00/100

dollars (\$ 100,000.00), together with interest thereon as evidenced by that certain promissory note (the "Note," which term shall include any modification, renewal, extension or alteration thereof hereafter executed), date of even date.

If the Note has a final maturity of more than twenty (20) years from this date, the final payment is due on or before
(if blank, not applicable).

NOW, THEREFORE, in consideration of the premises, and to secure (i) the payment of the debt evidenced by said Note and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such extensions and renewals (such debt or any part thereof, interest thereon, and any extensions and renewals thereof is hereinafter referred to as the "Debt"), (ii) the payment and performance of any guaranty of Mortgagor of all or any portion of the Debt, and the payment and performance by Mortgagor of any security agreement, pledge or other instrument executed by Mortgagor securing all or any portion of the Debt, and any extensions, renewals or modifications of any of the foregoing, and (iii) the compliance with all the covenants, agreements, and stipulations of this Mortgage, Mortgagor does hereby grant, bargain, sell, assign and convey unto Mortgagee, and where applicable, grant a security interest in:

THE MORTGAGED PROPERTY

1.1 All of the land in ESCAMBIA County(ies), Florida, described below:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

"DOCUMENTARY STAMP TAX IN THE AMOUNT OF \$0.00 AND INTANGIBLE TAX IN THE AMOUNT OF \$0.00 HAVE BEEN
PAID WITH RESPECT TO THE NOTE SECURED HEREBY AND PROOF AFFIXED HERETO".

BK: 6014 PG: 1180

Together with each and every tenement, hereditament, easement, right, power, privilege, immunity and appurtenance thereunto belonging or in anywise appertaining, and any and all reversions, remainders, estates, rights, title, interests, and claims of any Mortgagor, whatsoever, in law as well as in equity in and to all or any part of the foregoing (the "Lands"), and any and all buildings and other improvements now or hereafter located on any part thereof (the "Improvements"):

1.2 All fixtures now or hereafter located on the Lands or affixed to the improvements (the "Fixtures");

1.3 All insurance policies maintained with respect to any of the foregoing, including all proceeds thereof and any rights to any refund of premiums thereunder;

1.4 All rents, profits, issues, leases and revenues of any of the foregoing from time to time accruing, whether under leases or tenancies now existing or hereafter created, together with all leases and rights under leases, provided however that permission is hereby given to Mortgagor, so long as there is no default hereunder, to collect, receive and use current rents no more than 30 days in advance;

1.5 All judgments, awards of damages, and settlements hereafter made resulting from condemnation proceedings or the taking of any of the foregoing or any part thereof or of any right or privilege accruing thereto, including without limitation any and all payments from voluntary sale in lieu of condemnation or the exercise of eminent domain;

1.6 All proceeds, products and replacements of or accessions to any of the foregoing;

TO HAVE AND TO HOLD unto the Mortgagee, its successors and assigns forever. As to any property or fixtures, this Mortgage is a self operative security agreement with respect to such property, but Mortgagor agrees to execute and deliver on demand such other security agreements, financing statements, and other instruments as Mortgagee may request in order to perfect its security interest or to impose the lien hereof more specifically upon any of such property. Mortgagee shall have all the rights and remedies, in addition to those specified herein, of a secured party under the Florida Uniform Commercial Code.

All property described in paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6 is herein referred to collectively as the "Mortgaged Property". The lien of this Mortgage will automatically attach, without further act, to all after acquired property located in or on, or attached to, or used in connection with, the operation of any other foregoing items of Mortgaged Property.

PROVIDED ALWAYS, that if the aggregate of all sums constituting the debt is paid in full, if the covenants and agreements of Mortgagor in all guaranties or security agreements securing all sums constituting the Debt are fully paid and performed, if Mortgagor repays and reimburses for any amounts Mortgagee pays or advances under this Mortgage, and if Mortgagor fulfills all of its obligations under this Mortgage, then this conveyance shall be null and void, but shall otherwise remain in full force and effect.

2. COVENANTS OF MORTGAGOR

2.1 Warranty of Title: Representation and Warranties. Mortgagor covenants, warrants and represents to Mortgagee that Mortgagor is indefensibly seized of the Mortgaged Property in fee simple, that Mortgagor has the right to mortgage and convey the Mortgaged Property, that the Mortgaged Property is free of all encumbrances except those shown above (the "Permitted Encumbrances"), that Mortgagor will defend title to the Mortgaged Property against the claims of all persons whomsoever, that Mortgagor will provide such further assurances as Mortgagee deems convenient or necessary to perfect title in Mortgagee, and that Mortgagor has lawful access to the Lands from a public road.

2.2 Compliance with Terms of Debt. If Mortgagor is a maker on the Note, Mortgagor will promptly pay as and when due any and all installments of the Debt. If any Mortgagor has executed a guaranty or security agreement to secure the Debt, Mortgagor will promptly comply with and observe the terms, agreements and covenants of such guaranty or security agreement. Mortgagor shall in all events cause any maker of the Note and any Obligor of the Debt to comply fully with such maker's or obligor's obligations to Mortgagee.

2.3 Payment of Taxes and Liens. Mortgagor shall pay all taxes, assessments, liens, levies, liabilities, obligations and encumbrances of every nature and kind now or hereafter imposed, levied or assessed against the Mortgaged Property. All such payments shall be made when due and payable before they become delinquent and before any interest attaches or any penalty is incurred.

2.4 Insurance. Mortgagor shall keep the Mortgaged Property continuously insured in such manner and with such companies as may be satisfactory to Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, and against such loss by other perils as Mortgagee may from time to time reasonably determine is prudent or is then required by applicable law, with loss, if any payable to Mortgagee as its interest may appear. Such insurance shall be in an amount at least equal to the full insurable value of the Improvements unless Mortgagee agrees in writing that such insurance may be in a lesser amount. The original insurance policy and all replacements thereof shall be delivered to Mortgagee and must provide that they may not be canceled without the insurer giving at least fifteen days prior written notice of such cancellation to the Mortgagee. In the event of a loss, Mortgagor shall give immediate notice by mail to Mortgagee of such loss and Mortgagee's estimate of the amount of such loss. Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee; and the insurance proceeds or any part thereof may be applied by Mortgagee at its option, after deducting therefrom all its expenses including attorneys' fees, either to reduction of the indebtedness or obligations hereby secured or the restoration or repair of the property damaged. Mortgagee is hereby authorized, at its option, to settle and compromise any claims, awards, damages, rights of action and proceeds, and other payment or relief under any insurance policy. In the event of foreclosure of this Mortgage or any other transfer of title to the Mortgaged Property in extinguishment of the indebtedness or obligations secured hereby, all right, title and interest of Mortgagor in and to any Insurance policies then in force shall pass to the purchaser or grantee.

2.5 Escrow for Taxes and Insurance. Mortgagee may, at its option, require Mortgagor to deposit with Mortgagee on the first day of each month (or on the due date of each normal monthly installment), an amount equal to any or all of the following amounts: (i) one-twelfth (1/12th) of the yearly taxes and assessments on the Mortgaged Property as estimated by Mortgagee, (ii) one-twelfth (1/12th) of the yearly premium for insurance policies on the Mortgaged Property as estimated by Mortgagee, and (iii) such additional amount as is sufficient to enable Mortgagee to pay at least thirty (30) days before they become due all taxes, assessments and similar charges against the Mortgaged Property and all premium for insurance policies maintained in force on the Mortgaged Property. Such deposits shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of the Mortgagee, and no interest shall be payable in respect thereof. Upon demand by Mortgagee, Mortgagor shall deliver up any deficiencies in the amounts necessary to enable Mortgagee to pay such taxes, assessments and similar charges. In the event of a default under this Mortgage, funds held by Mortgagee pursuant to this paragraph may be applied by Mortgagee to the Debt in such manner as Mortgagee may in its sole discretion determine.

2.6 Condemnation. If all or any material part of the Mortgaged Property shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by applicable laws to so damage or take, and any transfer by private sale in lieu thereof), either temporarily or permanently, then the entire indebtedness and other sums secured hereby shall at the option of Mortgagee, become immediately due and payable. Mortgagee shall be entitled to all compensation, awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Mortgagor's name any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto, are hereby assigned by Mortgagor to Mortgagee, who after deducting therefrom all its expenses including attorneys' fees, may release any monies so received by it without affecting the lien of this Mortgage or may apply the same, in such manner as Mortgagee shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the Note, this Mortgage or any other instruments securing the Note.

2.7 Care of Mortgaged Property. Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof and shall keep the same and the Improvements and Fixtures in good condition and repair. Mortgagor shall notify Mortgagee in writing within five (5) days of any injury, damage or impairment of or occurring on the Mortgaged Property including, but not limited to, serious injury or loss by death or otherwise occurring on the Mortgaged Property. Mortgagee may, at Mortgagee's discretion have the Mortgaged Property inspected at any time and Mortgagor shall pay all costs incurred by Mortgagee in executing such inspection.

BK: 6014 PG: 1181

2.8 Mortgagee's Rights, Etc. In the event Mortgagor fails to pay and/or discharge any taxes, assessments, liens, levies, liabilities, obligations and encumbrances against any of the Mortgaged Property, or fails to keep the Mortgaged Property insured or to deliver the or policies, pay premiums, or fails to repair the Mortgaged Property or to have performed environmental studies are herein agreed, studies as herein agreed, Mortgagee is hereby authorized at its option to pay and/or discharge the taxes, assessments, liens, levies, liabilities, obligations and encumbrances or any part thereof, to procure and pay for such insurance or to make and pay for such repairs and studies, and to enter upon and have its agents enter upon the Mortgaged Property for any of such purposes, without any obligation on its part to determine the validity and/or necessity thereof, and without Mortgagee waiving or affecting any option, lien, equity or right under or by virtue of this Mortgage. The full amount of each and every such payment made by the Mortgagee for such purposes shall be immediately due and payable by Mortgagor and shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined, and together with such interest, shall be secured by the lien of this Mortgage. Nothing herein contained shall be construed as requiring Mortgagee to advance or expend monies for any of the purposes mentioned in this paragraph.

2.9 Payment of Expenses. Mortgagor shall pay and shall indemnify and hold Mortgagee harmless from: (a) all documentary stamp taxes, intangible taxes, and any interest or penalties thereon, which may be due on this Mortgage, the Note, or the Debt, (b) all the costs and charges and expenses, including reasonable attorneys' fees (whether out of court, in trial, on appeal, in bankruptcy, or otherwise), disbursements and costs of abstracts of title, incurred or paid at any time by Mortgagee in seeking to enforce or preserve Mortgagee's rights under the Note, this Mortgage and any other instrument securing the Debt, (c) all liability, loss, costs or expense (including attorneys' fees) of Mortgagee arising from the breach of any covenant, warranty or representation contained in this Mortgage. Such costs, charges and expenses, shall be immediately due and payable, without notice demand, attempt to collect or suit pending. The full amount of each and every such payment shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined. All such costs, charges and expenses so incurred or paid, together with such interest, shall be secured by the lien of this Mortgage.

2.10 No Transfer. Mortgagor shall not make, suffer or permit the sale, transfer, conveyance, or lease of all or any part of the Mortgaged Property or any interest therein without the prior written consent of Mortgagee, and any such sale, conveyance, transfer or lease made without Mortgagee's prior written consent, shall be void. If any person should obtain an interest in all or any part of the Mortgaged Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Mortgagor and an Event of Default. Mortgagor shall immediately notify Mortgagee of any sale, transfer, conveyance or lease of all or any part of the Lands or Improvements. Notwithstanding the foregoing, (a) Mortgagor may enter into leases whose maximum term (including all renewal options) does not extend more than three years from the date of execution of such lease, provided that no such lease contains any option to purchase any interest in the Lands or Improvements, and (b) a transfer by devise, descent or operation of law upon the death of a Mortgagor who is a joint tenant shall not be deemed to be prohibited hereby. Any breach of this paragraph shall constitute an "Event of Default".

2.11 Additional Documents. At any time and from time to time, upon Mortgagee's request, Mortgagor shall make, execute and deliver or cause to be made, executed and delivered to Mortgagee and, where appropriate, shall cause to be recorded or filed and from time to time thereafter to be re-recorded or refilled at such time and in such offices and places as shall be deemed desirable, such further assurances, certificates and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, enlarge or perfect, or to continue and preserve the obligations of Mortgagor under the Note and this Mortgage, and the lien of this Mortgage as a first and prior lien upon all of the Mortgaged Property (except for Permitted Encumbrances), whether now owned or hereafter acquired, or in order to correct any mistake or clerical error. Upon any failure by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record or refile any and all such mortgages, instruments, certificates and documents in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee agent and attorney-in-fact of Mortgagor to do so.

2.12 Notification. Mortgagor shall immediately notify Mortgagee of (a) any Event of Default or any occurrence which, with the giving of notice or lapse of time or both would constitute an Event of Default, (b) the institution of any administrative proceeding (e.g. rezoning, environmental proceedings, etc) or court proceeding concerning or affecting the Mortgaged Property, (c) the occurrence of any discharge or spill of Hazardous Substances (as defined in Section 2.13 below) on the Lands and (d) the actual or suspected presence of any chemical compound or substance in ground water or soils on the Lands in excess of permissible limits under applicable environmental laws. Failure to provide such notice within 15 days shall constitute an Event of Default.

2.13 Environmental. As used in this mortgage, the term 'Hazardous Substances' shall mean and include, without limitation, any asbestos, urea formaldehyde foam insulation, flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, or related or unrelated substances or materials defined, regulated, controlled, limited or prohibited in any local, state or federal law, rule or regulation, whether now or hereafter in effect and as may be amended from time to time, pertaining to environmental regulations, contamination, clean-up or disclosure, including, without limitation the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the Superfund Amendments and Reauthorization Act, the Toxic Substances Control Act, the Clean Air Act, the Clean Water Act, and the rules and regulations of the Occupational Safety and Health Administration pertaining to occupational exposure to asbestos. The Mortgagor covenants, warrants and represents and shall be deemed to continually covenant, warrant and represent during the term of this mortgage that, except as has been heretofore disclosed in writing to the Mortgagee with specific reference to this paragraph, (a) there are not now and shall not in the future be any Hazardous Substances on or under the Mortgaged Property or in the improvements on the Mortgaged Property, and no Hazardous Substances have been or will be stored upon or utilized in operations on the Mortgaged Property or utilized in the construction of the improvements on the Mortgaged Property, (b) there are no underground storage tanks, whether in use or not in use, located in, on or under any part of the Mortgaged Property, (c) there are no pending claims or threats of claims by private or governmental or administrative authorities relating to Hazardous Substances, environmental impairment, conditions, or regulatory requirements with respect to the Mortgaged Property, (d) the Mortgaged Property and its use fully complies with all applicable building and zoning codes and other land use regulations, any applicable environmental laws or regulations, and any other applicable laws or regulations, (e) no part of the Mortgaged Property has been artificially filled, and (f) Mortgagor shall give immediate oral and written notice to Mortgagee of its receipt of any notice of a violation of any law, rule or regulation covered by this paragraph, or of any notice of any other claim relating to Hazardous Substances or the environmental condition of the Mortgaged Property, or of its discovery of any matter which would make the representations, warranties and/or covenants herein false or misleading in any respect. Mortgagor represents, warrants and covenants that, with respect to any release of a Hazardous Substance on or under the Mortgaged Property or any contiguous property, the Mortgagor will: (a) cooperate fully, assist and provide access to persons who are authorized by the appropriate governmental agency to conduct response and cleanup activities at the Mortgaged Property; (b) comply with any land use controls or restrictions established or relied on in connection with the response action at a facility and not impede the effectiveness or integrity of any institutional control employed at the facility in connection with the response action; (c) exercise appropriate care in response to any such release, which shall include without limitation, taking reasonable steps to stop the release and prevent future releases, notifying appropriate governmental agencies of the situation and erecting and maintaining signs or fences to prevent or limit human, environmental or natural resource exposure to Hazardous Substances; and (4) comply with all information requests from the appropriate governmental agencies.

Mortgagor hereby agrees to indemnify and hold Mortgagee harmless from all loss, cost, damage, claim and expense incurred by Mortgagee on account of (i) the violation of any representation, warranty or covenant set forth in the preceding paragraph, (ii) Mortgagor's failure to perform any obligations of the preceding paragraph, (iii) Mortgagor's or the Mortgaged Property's failure to fully comply with all environmental laws, rules and regulations, or with all occupational health and safety laws, rules and regulations, or (iv) any other matter related to environmental conditions or Hazardous Substances on, under or affecting Mortgaged Property. This indemnification shall survive the closing of the loan secured by this mortgage, payment of the Debt, the exercise of any right or remedy under this Mortgage or any other document evidencing or securing such loan, any subsequent sale or transfer of the Mortgaged Property, and all similar or related events or occurrences.

3. EVENTS OF DEFAULT

3.1 Events of Default. Any one of the following shall constitute an Event of Default: (a) failure to pay, as and when due and payable, or, if a grace period is provided, within such applicable grace period, any installment of principal or interest due on the Debt, or any deposit for taxes and assessments or insurance premiums due hereunder, or any other sums to be paid by Mortgagor hereunder or under any other instrument securing the Debt; (b) any occurrence specifically designated by any provision of this Mortgage as an Event of Default; (c) failure to duly keep, perform and observe any covenant, condition or agreement in the Note, this Mortgage, or any other instrument evidencing or securing the Debt for a period of fifteen (15) days after Mortgagee gives written notice specifying the failure; (d) the passage of any law (i) which authorizes the imposition of any specific tax upon this Mortgage and which precludes Mortgagor from paying such tax or which permits or authorizes the deduction of any such tax from the principal or interest of the Debt, or (ii) by virtue of which any tax, lien or assessment upon the Mortgaged Property shall be chargeable against Mortgagee; (e) if any Mortgagor or any maker, guarantor or endorser of the Note or all or any portion of the Debt: (i) becomes a bankrupt or debtor, whether voluntarily or involuntarily, under any provision of the Federal Bankruptcy Code or other federal or state laws relating to insolvency or debtor relief, (ii) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution, or similar relief for itself under any law relating to bankruptcy, insolvency, or other relief for debtors, or (iii) seeks, consents to acquiesce in, or suffers the appointment of any trustee, receiver, master or liquidator of itself or of all or any part of the Mortgaged Property, or (iv) makes any general assignment for the benefit of creditors, or (v) makes any admission in writing of its inability to pay its debts generally as they become due; (f) any breach of any warranty of material truth of any representation contained in the Note, this Mortgage or any other instrument evidencing, securing or pertaining to the Debt, including any loan agreement related thereto; or (g) Mortgagor files a notice of limitation on future advances under this Mortgage in the public records of the county in which the Mortgaged Property is located, or delivers a copy of any such notice to Mortgagee.

Form MR369200

Rev 12/2005

APPLICATION # 920510 20062191410000 FL

Page 3 of 5

R AND M CONSTRUCTION, LLC

Bank: 92

BK: 6014 PG: 1182

4. REMEDIES OF MORTGAGE

4.1 Acceleration. If an Event of Default shall have occurred, Mortgagee may declare the outstanding principal amount of the Note and all other sums constituting the Debt and the interest accrued thereon, and all other sums secured hereby, to be due and payable immediately, and upon such declaration such principal and interest and other sums shall immediately become due and payable without demand, notice or presentment.

4.2 Other Remedies. If an Event of Default shall have occurred, Mortgagee may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy: (a) to enforce payment of the Note and/or all or any part of the Debt or the performance of any term hereof or any other right; (b) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property under the judgment or decree of a court or courts of competent jurisdiction; (c) to collect all rents, issues, profits, revenues, income, proceeds or other benefits from the Mortgaged Property; (d) to seek appointment of a receiver to enter upon and take possession of the Mortgaged Property and to collect all rents, issues, profits, revenues, income, or other benefits thereof and apply the same as the court may direct and such receiver shall have all rights and powers permitted under law, and (e) to pursue any other remedy available to it, including, but not limited to taking possession of the Mortgaged Property without notice or hearing to Mortgagor, and to obtain sequestration of rents as provided by Florida statutes. Mortgagee shall take action either by such proceedings or by the exercise of its power with respect to entry or taking possession, or both as Mortgagee may determine.

4.3 No Waiver; Non-Exclusive Remedies. No delay or omission of Mortgagee of any holder of the Note and Mortgage to exercise any right, power, or remedy accruing upon any Event of Default shall exhaust or impair any such right, power, or remedy or be construed as a waiver of any such Event of Default or constitute acquiescence therein. No right, power, or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage or any other instrument evidencing or securing the Debt is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power or remedy given hereunder or under the Note, or any other instrument evidencing or securing the Debt, or now or hereafter existing at law, in equity or by statute.

5. MISCELLANEOUS

5.1 Negative Amortization. This Mortgage secures any negative amortization or deferred interest accruing under the Note. Such negative amortization and deferred interest may cause the outstanding principal balance of the Debt to increase from time to time over the face amount of the Note. A copy of the Note and a statement of the principal balance outstanding may be obtained from Mortgagee by written request at Mortgagee's address written above.

5.2 Future Advances. This Mortgage is given to secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of Mortgagee or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances are made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid principal balance so secured at any one time shall not exceed twice the face amount of the initial Note plus interest thereon, and plus, as permitted by Florida statutes, any disbursements made for the payment of taxes, levies, or insurance on the Mortgaged Property, and if this Mortgage secures a construction loan agreement, any advances or disbursements made under the construction loan agreement to enable completion of the contemplated improvement, with interest on such disbursements at the Default Rate.

5.3 Prior Mortgages. (a) If mortgages are listed above as "Permitted Encumbrances," the lien of this Mortgage may be subject to one or more prior mortgages which encumber all or a portion of the Mortgaged Property. Any mortgage to which the lien of this Mortgage is inferior in whole or part is herein referred to as a "prior mortgage". If no prior mortgages are listed, then the existence of any prior mortgage constitutes a default which entitles Mortgagee to exercise all remedies available on default notwithstanding Mortgagee's exercise of its rights under this paragraph.

(b) Mortgagor hereby covenants and agrees (i) to observe and perform promptly all of the covenants and conditions contained in any prior mortgage and to do all things necessary to preserve and keep unimpaired its rights thereunder; (ii) to notify Mortgagee in writing immediately of any default in the performance and the observance of any of the terms, covenants or conditions to be performed or observed under any prior mortgage and promptly to cause to be delivered to Mortgagee a copy of each notice given by the Mortgagee under any prior mortgage.

(c) In the event Mortgagor fails to make any payments required under any prior mortgage, to perform any of the terms, covenants and conditions required to be performed or observed under any prior mortgage, or to do any act set forth in the preceding subparagraph, then Mortgagee may, but without obligation to do so, and without notice to or demand upon Mortgagor, and without releasing Mortgagor from any obligation hereof, make or do the same in such manner and to such extent as Mortgagee may deem necessary to protect its interest under this Mortgage. Mortgagee's rights hereunder shall specifically include, but without limitation thereto, the right to pay any and all payments of interest and principal, insurance premiums, taxes and assessments and other sums due or to become due under any prior mortgage. Upon receipt by Mortgagee of any written notice of default under any prior mortgage, Mortgagee may rely thereon and take any action it deems necessary to cure such alleged default even though the existence of such alleged default or the nature thereof may be questioned or denied by Mortgagor or by any party on behalf of Mortgagor. Mortgagor hereby expressly grants to Mortgagee, and agrees that Mortgagee shall have, the absolute and immediate right to enter upon the Mortgaged Property to such extent and as often as Mortgagee in its sole discretion deems necessary or desirable in order to prevent or cure any such alleged default by Mortgagor. Mortgagee may pay and expend such sums of money as Mortgagee in its sole discretion deems necessary for any such purpose, may pay expenses, employ any counsel and pay counsel's attorneys' fees.

(d) Any default under any prior mortgage shall constitute an Event of Default under this Mortgage.

(e) Mortgagor hereby irrevocably designates Mortgagee as its attorney-in-fact to (i) perform or observe on behalf of Mortgagor any covenant or condition which Mortgagor fails to perform or observe under any prior mortgage, whether or not any applicable grace period has lapsed, (ii) exercise the right of Mortgagor to prepay any prior mortgage at any time after an Event of Default under this Mortgage has occurred and shall be continuing, Mortgagee being specifically given the right to incur on behalf of Mortgagor any prepayment charge or penalty under any prior mortgage or the indebtedness which it secures.

(f) Mortgagor irrevocably authorizes the holder of any prior mortgage to disclose to Mortgagee (i) the amount of such indebtedness secured by the prior mortgage, the amount of indebtedness which remains unpaid and the payment schedule, (ii) the amounts of any payments which are in arrears, (iii) whether there exists any default under the prior mortgage, and (iv) any other information which Mortgagee may reasonably request.

(g) All cost, charges and expenses incurred by Mortgagee and any advances made by Mortgagee in connection with any action authorized by this paragraph shall be repaid by Mortgagor on demand, with interest at the Default Rate, and all such amounts with interest shall be secured by the lien of this Mortgage to the same extent as if paid or expended on the date hereof.

(h) Mortgagor will not do anything, or permit or suffer anything to be done or left undone, which would increase or result in any increase in the indebtedness or other sums secured by any prior mortgage.

(i) If a prior mortgage is listed as a Permitted Encumbrance, Mortgagee acknowledges that its rights to insurance and condemnation proceeds may be subject to the rights of the holder of such prior mortgage. Mortgagee agrees to permit the application of casualty insurance proceeds to the restoration and repair of the Improvements and Fixtures provided (i) there is then no default hereunder, (ii) the holder(s) of the prior mortgage(s) permits such application, (iii) Mortgagee is provided with plans and specifications for such repair and restoration, and, in Mortgagee's absolute and sole judgment and discretion, such repair and restoration is economically feasible and would not lessen the likelihood of the repayment of the Debt, and (iv) procedures are established to insure to Mortgagee's satisfaction the proper application of insurance proceeds to repair and restoration of the Mortgaged Property.

5.4 Miscellaneous. This Mortgage shall inure to the benefit of and be binding upon the heirs, successors and assigns of the parties. There are no third party beneficiaries to this Mortgage. The obligations of the persons and entities named as "Mortgagor" are joint and several. When used herein, the phrase "any Mortgagor" shall be construed to mean any "one or more of the persons or entities named as Mortgagor and any general partner or co-venturer of any of the foregoing". In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Mortgage or any other instrument evidencing or securing the Debt shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note and any other instrument evidencing or securing the Debt shall be in no way affected, prejudiced or disturbed thereby. Paragraph headings are for convenience only and shall not be used to construe or interpret this Mortgage. Mortgagor shall pay the cost of releasing or satisfying this Mortgage of record and tender such costs at the time the Debt is paid in full. This Mortgage shall be governed by the laws of Florida.

5.5 Default Rate. The Default Rate shall be the rate of interest specified in the Note as accruing after maturity (by acceleration or otherwise), or if no such rate is specified, the maximum rate of interest permitted to be charged under applicable law.

5.6 Additional Provisions. (If blank, none).

Form MR369200

APPLICATION # 920510 20062191410000 FL

R AND M CONSTRUCTION, LLC

Bank: 92

Rev 12/2005

Page 4 of 5

BK: 6014 PG: 1183

IN WITNESS WHEREOF, the undersigned Mortgagor has (have) executed and delivered this instrument as of the date first written above.

Witnesses:

Richard Kopf
Richard Kopf
 (Printed name of witness)

Raymond C. Merritt, Jr.
RAYMOND C. MERRITT, JR
 (Printed name of signatory)

Janesther J. Cannon
Janesther J. Cannon
 (Printed name of witness)

Dellaina Merritt
DELLAINA MERRITT
 (Printed name of signatory)

(Printed name of witness)

(Printed name of signatory)

Printed name of witness

Printed name of signatory

(CORP. SEAL) if applicable

Acknowledgment for Representative

(General/Limited Partnership, LLC, Corporation (publicly and privately held))

STATE OF FLORIDA)

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 2nd day of October, 2006
 by Raymond C. Merritt Jr & Dellaina Merritt as Owner
 for _____

Janesther J. Cannon
 Notary Public

JANESTHER J. CANNON
 Notary Public - State of FL
 Comm. Exp: Jan. 16, 2010
 Comm. No. DD505233

My Commission Expires: _____

He/She is personally known to me or has produced JDLLC as identification.

BK: 6014 PG: 1184 Last Page

Exhibit A (Legal Description)

All that certain parcel of land lying and being situated in the County of ESCAMBIA, State of FL, to-wit:

BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST ¼ OF SECTION 15, TOWNSHIP 3 NORTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE RUN NORTH 2°26'40" EAST ALONG THE WEST LINE OF SAID NORTHWEST ¼ FOR 661.80 FEET, THENCE RUN NORTH 5°02'04" EAST FOR 252.37 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 1346.64 FEET, THENCE RUN SOUTH 68°43'29" EAST FOR 199.29 FEET ALONG A CHORD OF SAID CURVE, THENCE RUN SOUTH 2°26'40" WEST FOR 892.10 FEET, THENCE RUN NORTH 75°33'20" WEST FOR 204.50 FEET TO THE POINT OF BEGINNING.

Tax Map Reference: 15-3N-32-1000-002-005

Being that parcel of land conveyed to RAYMOND MERRITT, JR. AND DELLAINA MERRITT, HUSBAND AND WIFE from JASON B. POWELL by that deed dated 06/28/2001 and recorded 07/06/2001 in deed book 4734, at page 941 of the ESCAMBIA County, FL Public Registry.

Order Number: 2138526
Customer Reference Number: 20062191410000