



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

0226.54

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	JPL INVESTMENTS CORP AND OCEAN BANK 8724 SW 72 ST #382 MIAMI, FL 33173	Application date	Apr 25, 2025
Property description	KENT JOHNATHAN B 1723 WALLACE LAKE RD PACE, FL 32571 2400 E OLIVE RD 02-2368-500 BEG AT SW COR OF NW1/4 OF SEC ELY ALG S LI OF NW1/4 15 FT FOR POB NLY PARL TO W LI OF SEC 114 3/100 (Full legal attached.)	Certificate #	2023 / 709
		Date certificate issued	06/01/2023

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)
# 2023/709	06/01/2023	1,816.07	226.25	2,042.32
→ Part 2: Total*				2,042.32

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)	2,042.32
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	1,749.90
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	4,167.22

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: 

Signature, Tax Collector or Designee

Escambia, Florida

Date April 29th, 2025

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>02/04/2026</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS

Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

BEG AT SW COR OF NW1/4 OF SEC ELY ALG S LI OF NW1/4 15 FT FOR POB NLY PARL TO W LI OF SEC 114 3/100 FT ELY AT RT ANG 139 FT SLY AT RT ANG 146 93/100 FT TO OLIVE RD WLY ALG OLIVE RD 139 FT TO INTER OF OLIVE RD AND BINKLEY AVE NLY 32 9/10 FT TO POB OR 5039 P 1973

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2500496

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

JPL INVESTMENTS CORP AND OCEAN BANK
8724 SW 72 ST #382
MIAMI, FL 33173,

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
02-2368-500	2023/709	06-01-2023	BEG AT SW COR OF NW1/4 OF SEC ELY ALG S LI OF NW1/4 15 FT FOR POB NLY PARL TO W LI OF SEC 114 3/100 FT ELY AT RT ANG 139 FT SLY AT RT ANG 146 93/100 FT TO OLIVE RD WLY ALG OLIVE RD 139 FT TO INTER OF OLIVE RD AND BINKLEY AVE NLY 32 9/10 FT TO POB OR 5039 P 1973

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
JPL INVESTMENTS CORP AND OCEAN BANK
8724 SW 72 ST #382
MIAMI, FL 33173

04-25-2025
Application Date

Applicant's signature



Gary "Bubba" Peters

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:	1715302301000002
Account:	022368500
Owners:	KENT JOHNATHAN B
Mail:	1723 WALLACE LAKE RD PACE, FL 32571
Situs:	2400 E OLIVE RD 32514
Use Code:	AUTO REPAIR
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector	

Assessments				
Year	Land	Imprv	Total	Cap Val
2024	\$38,804	\$76,155	\$114,959	\$114,959
2023	\$38,804	\$75,760	\$114,564	\$114,564
2022	\$38,804	\$66,528	\$105,332	\$105,332

[Disclaimer](#)

[Tax Estimator](#)

[Change of Address](#)

[Report Storm Damage](#)

[Enter Income & Expense Survey](#)
[Download Income & Expense Survey](#)

Sales Data Type List:					
Sale Date	Book	Page	Value	Type	Multi Parcel Records
12/2002	5039	1973	\$75,000	WD	N

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and
Comptroller

2024 Certified Roll Exemptions
None

Legal Description
BEG AT SW COR OF NW1/4 OF SEC ELY ALG S LI OF NW1/4 15 FT FOR POB NLY PARL TO W LI OF SEC 114 3/100 FT ELY AT RT...

Extra Features
CHAINLINK FENCE

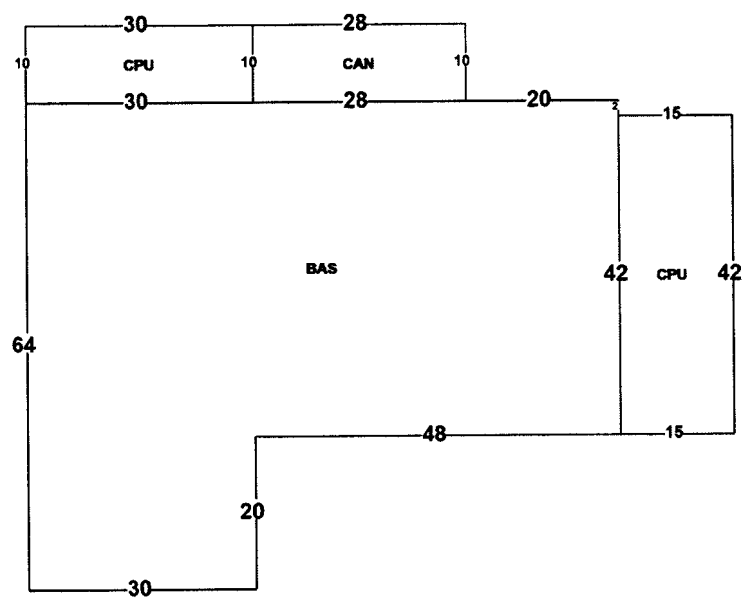
Parcel Information		Launch Interactive Map
Section Map Id: 17-15-30-1		
Approx. Acreage: 0.4890		
Zoned: Com		
Evacuation & Flood Information Open Report		
View Florida Department of Environmental Protection(DEP) Data		
Buildings Address: 2400 E OLIVE RD, Improvement Type: WAREHOUSE, Year Built: 1965, Effective Year: 1965, PA Building ID#: 50954		

Structural Elements

DECOR/MILLWORK-AVERAGE
DWELLING UNITS-0
EXTERIOR WALL-CONCRETE BLOCK
FLOOR COVER-CONCRETE-FINISHED
FOUNDATION-SLAB ON GRADE
HEAT/AIR-UNIT HEATERS
INTERIOR WALL-EXPOSED BLK/BRK
NO. PLUMBING FIXTURES-4
NO. STORIES-1
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-GABLE
STORY HEIGHT-10
STRUCTURAL FRAME-MASONRY PIL/STL

 Areas - 5242 Total SF

BASE AREA - 4032
CANOPY - 280
CARPORT UNF - 930



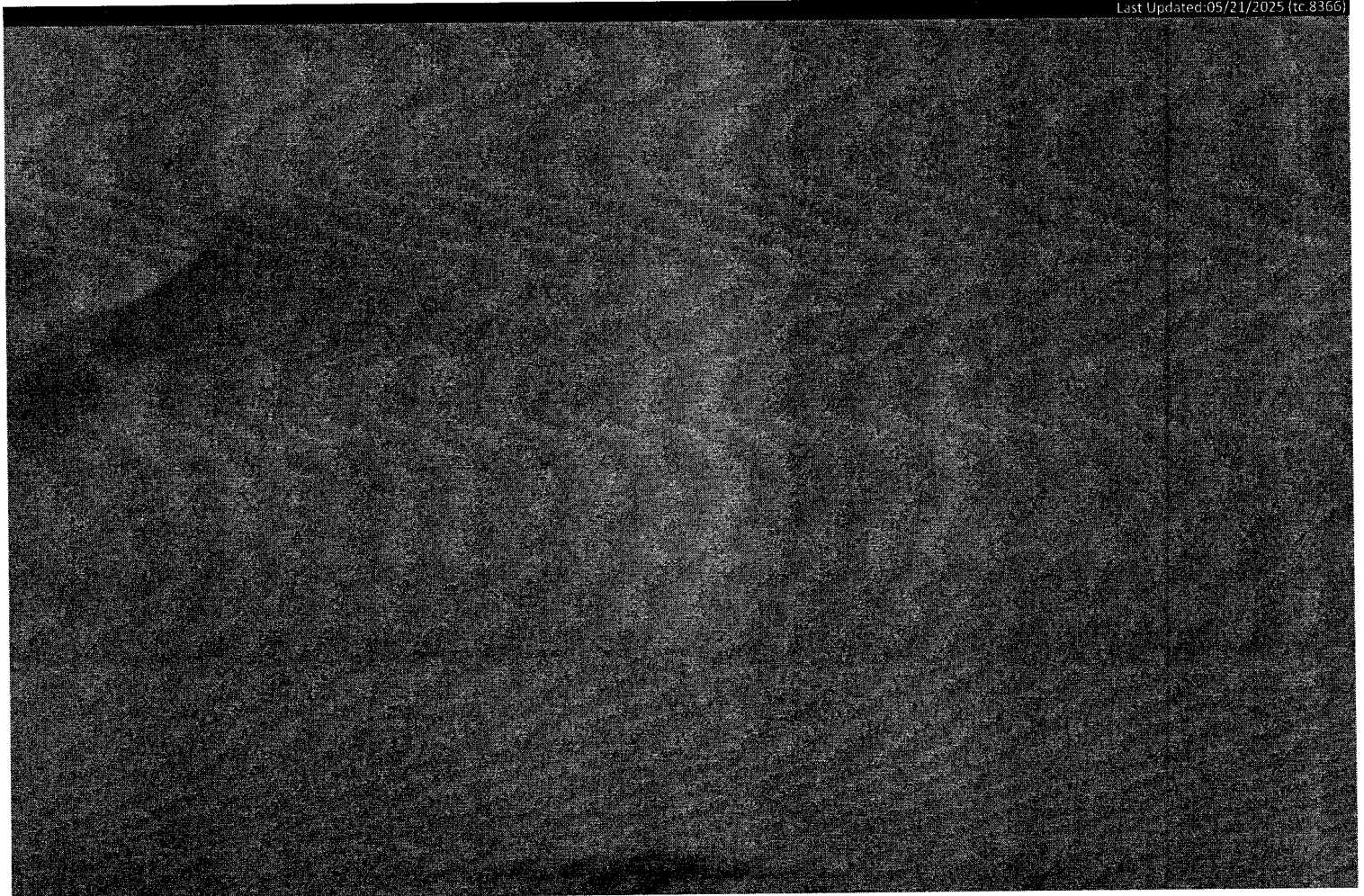
Images



9/13/2023 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:05/21/2025 (tc.8366)



NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **JPL INVESTMENTS CORP AND OCEAN BANK** holder of **Tax Certificate No. 00709**, issued the **1st day of June, A.D., 2023** 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 SW COR OF NW1/4 OF SEC ELY ALG S LI OF NW1/4 15 FT FOR POB NLY PARL TO W LI OF SEC 114 3/100 FT ELY AT RT ANG 139 FT SLY AT RT ANG 146 93/100 FT TO OLIVE RD WLY ALG OLIVE RD 139 FT TO INTER OF OLIVE RD AND BINKLEY AVE NLY 32 9/10 FT TO POB OR 5039 P 1973

SECTION 17, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 022368500 (0226-54)

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

JOHNATHAN B KENT

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Wednesday in the month of February, which is the **4th** day of February 2026.

Dated this 23rd day of May 2025.

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

PERDIDO TITLE SOLUTIONS

Precise · Professional · Proven

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 #: 02-2368-500 CERTIFICATE #: 2023-709

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 encumber the title to said land as listed on page 2 herein.

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.

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 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: November 13, 2005 to and including November 13, 2025 Abstractor: Andrew Hunt

BY



Michael A. Campbell,

As President

Dated: November 14, 2025

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

November 14, 2025

Tax Account #: **02-2368-500**

1. The Grantee(s) of the last deed(s) of record is/are: **Johnathan Bunt Kent**

By Virtue of Warranty Deed recorded 12/30/2002 in OR 5039/1973
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 Hancock Bank recorded 5/9/2006 – OR 5901/1304 together with Advance recorded 5/22/2007 – OR 6149/1780, Modification recorded 1/23/2008 – OR 6278/213, Modification recorded 2/10/2009 – OR 6423/1954, and Assignment recorded 9/28/2010 – OR 6640/278
 - b. Mortgage in favor of Hancock Bank recorded 5/9/2006 – OR 5901/1312 together with Assignment recorded 9/28/2010 – OR 6640/278
 - c. Assignment of Rents in favor of Hancock Bank recorded 5/9/2006 – OR 5901/1320 together with Assignment recorded 9/8/2010 – OR 6640/278
 - d. Assignment of Rents in favor of Hancock Bank recorded 1/23/2008 – OR 6278/215 together with Assignment recorded 9/8/2010 – OR 6640/278
 - e. Code Enforcement Order in favor of Escambia County recorded 6/24/2019 – OR 8117/1351
 - f. Code Enforcement Order in favor of Escambia County recorded 5/3/2023 – OR 8971/1663 together with Cost Order recorded 1/31/2024 – OR 9098/383
 - g. Judgment in favor of Hancock Bank recorded 1/29/2013 – OR 6966/1661
 - h. Judgment in favor of Auto Truck and Industrial Parts and Supply Inc recorded 2/27/2013 – OR 6980/606
 - i. Judgment in favor of Whitney Bank recorded 4/25/2016 – OR 7507/1752
 - j. Tax Warrant in favor of Department of Revenue recorded 6/28/2019 – OR 8120/701
 - k. Judgment in favor of Department of Environmental Protection recorded 1/26/2022 – OR 8708/1386
4. Taxes:

Taxes for the year(s) 2022-2024 are delinquent.
Tax Account #: 02-2368-500
Assessed Value: \$114,959.00
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 Property Information Report 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 SOLUTIONS
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: PROPERTY INFORMATION REPORT FOR TDA

TAX DEED SALE DATE: FEB 4, 2026

TAX ACCOUNT #: 02-2368-500

CERTIFICATE #: 2023-709

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>2025</u> tax year.

JOHNATHAN BUNT KENT
1723 WALLACE LAKE RD
PACE, FL 32571

JOHNATHAN BUNT KENT III
2400 E OLIVE RD
PENSACOLA, FL 32514

JOHNATHAN BUNT KENT
5805 GAZEBO ST
MILTON, FL 32583

WHITNEY BANK F/K/A
HANCOCK BANK
2510 14TH ST 7TH FLOOR
GULFPORT, MS 39502

ESCAMBIA COUNTY
CODE ENFORCEMENT
3363 W PARK PL
PENSACOLA, FL 32505

AUTO TRUCK AND INDUSTRIAL
PARTS AND SUPPLY INC
PO BOX 1379
GULF BREEZE, FL 32563

JOHNATHAN B KENT
3100 GLASCOW CT
MILTON, FL 32583

HANCOCK BANK
940 CREIGHTON RD
PENSACOLA, FL 32504

PENSACOLA SERVICE CENTER
3670 NORTH L ST BLDG C
PENSACOLA, FL 32505

DEPARTMENT OF ENVIRONMENTAL PROTECTION
ATTN: WASTE CLEANUP SECTION
160 W GOVERNMENT ST STE 308
PENSACOLA, FL 32502

Certified and delivered to Escambia County Tax Collector, this 19th day of November 2025.
PERDIDO TITLE SOLUTIONS, A DIVISION OF
PERDIDO TITLE & ABSTRACT, INC.



BY: Michael A. Campbell, As Its President

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

PROPERTY INFORMATION REPORT

November 14, 2025

Tax Account #:02-2368-500

**LEGAL DESCRIPTION
EXHIBIT "A"**

**BEG AT SW COR OF NW1/4 OF SEC ELY ALG S LI OF NW1/4 15 FT FOR POB NLY PARL TO W
LI OF SEC 114 3/100 FT ELY AT RT ANG 139 FT SLY AT RT ANG 146 93/100 FT TO OLIVE RD
WLY ALG OLIVE RD 139 FT TO INTER OF OLIVE RD AND BINKLEY AVE NLY 32 9/10 FT TO
POB OR 5039 P 1973**

SECTION 17, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 02-2368-500(0226-54)

OR BK 5039 PG1973
Escambia County, Florida
INSTRUMENT 2002-043026

DEED DOC STAMPS PD & ESC CD \$ 525.00
12/30/02 ERNIE LEE MAGANA, CLERK
By: Sally [Signature]

Prepared By & Return to: **Pennye Laura Freeman**
Chelsea Title Agency of Northwest Florida, Inc.
4636 Summerdale Blvd.
Pace, FL
incidental to the issuance of a title insurance policy.
File Number: **02-4264-pf**
Parcel ID #: **17-15-30-2301-000-002**
Grantee(s) SS #:

WARRANTY DEED (INDIVIDUAL)

This WARRANTY DEED, dated 12/20/2002

by

Bunt Potter and Janie T. Potter, husband and wife

whose post office address is:

3605 Juanita Avenue Pensacola, FL 32514

hereinafter called the GRANTOR, to

Johnathan Bunt Kent, a married man

whose post office address is:

5805 Gazebo Street Milton, FL 32583

hereinafter called the GRANTEE:

(Wherever used herein the terms "Grantor" and "Grantee" include all 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:

Commencing at the Southwest corner of the Northwest 1/4 of Section 17, Township 1 South, Range 30 West, thence Easterly along the South line of said Northwest 1/4, for a distance of 15 feet to point of beginning; thence Northerly parallel to the West line of said Section 17, for a distance of 114.03 feet; thence Easterly at right angles for a distance of 139 feet; thence Southerly at right angles for a distance of 146.93 feet, more or less, to Olive Road, thence Westerly along Olive Road for a distance of 139 feet, more or less, to the intersection of Olive Road and Binkley Avenue, thence Northerly for a distance of 32.9 feet, more or less, to point of beginning.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2001 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

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 except as above noted, 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.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE
OF THE FOLLOWING WITNESSES:

Signature: Pennye Freeman
Print Name: Pennye Freeman

Signature: Sharon Holmes
Print Name: Sharon Holmes

[Signature]
Bunt Potter

[Signature]
Janie T. Potter

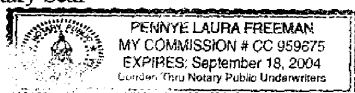
RCD Dec 30, 2002 11:25 am
Escambia County, Florida

ERNIE LEE MAGANA
Clerk of the Circuit Court
INSTRUMENT 2002-043026

State of **Florida**
County of **Santa Rosa**

I am a notary public of the state of **Florida** and my commission expires: **9-18-04** THE FOREGOING INSTRUMENT was acknowledged before me on **12/20/2002** by: **Bunt Potter and Janie T. Potter, husband and wife** who is personally known to me or who has produced **Driver's License** as identification and who **Did Not** take an oath.

Notary Seal



Signature: Pennye Laura Freeman
Print Name: Pennye Laura Freeman - Notary Public

Recorded in Public Records 05/09/2006 at 01:58 PM OR Book 5901 Page 1304,
Instrument #2006046829, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$69.50 MTG Stamps \$175.00 Int. Tax \$100.00

RECORDATION REQUESTED BY:

Peoples First Community Bank
CORPORATE CENTER
PO Box 59950
1022 W 23rd St.
Panama City, FL 32412

WHEN RECORDED MAIL TO:

Peoples First Community Bank
CORPORATE CENTER
PO Box 59950
1022 W 23rd St.
Panama City, FL 32412

This Mortgage prepared by:

RECORD & RETURN TO
First American Title Insurance Co.
2065 Airport Blvd., Suite 200

Name: Philomena J. Telker, an employee of:
Company: Peoples First Community Bank
Address: PO Box 59950, Panama City, FL 32412

Pensacola, FL 32504

1005-1158788

MORTGAGE

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 April 24, 2006, is made and executed between Johnathan B. Kent, a married man (referred to below as "Grantor") and Peoples First Community Bank, whose address is PO Box 59950, 1022 W 23rd St., Panama City, FL 32412 (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 Santa Rosa County, State of Florida:

See Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 2400 East Olive Road, Pensacola, FL 32503. The Real Property tax identification number is 17-1S-30-2301-000-002.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

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.

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 ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$50,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

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

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

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 the occurrence of an Event of Default, 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 tenantable 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

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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 and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), 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, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

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

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

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

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 the Existing Indebtedness referred to in this Mortgage or those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

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

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

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

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. 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 thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election,

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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.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to comply with any obligation to maintain Existing Indebtedness in good standing as required below, or to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note 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 Note 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 Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

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

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

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

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

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor 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 shall be paid in full.

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

Existing Liens. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to liens securing payment of the following existing obligations: (1) An existing obligation to Bunt Potter described as: recorded in OR Book 5039, page 1974 of the Public Records of Escambia County, Florida. The existing obligation has a current principal balance of approximately \$21,000.00 and is in the original principal amount of \$75,000.00.(2) An existing obligation to Peoples First Community Bank described as: to be recorded in the Official Records of Escambia County, Florida. The existing obligation has a current principal balance of approximately \$36,000.00 and is in the original principal amount of \$36,000.00. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

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

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

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

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and 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 Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

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

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

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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 Rents and 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, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

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

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

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Existing Indebtedness. The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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

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

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

Collect Rents. Lender personally, or by Lender's agents or attorneys, may enter into and upon all or any part of the Property, and may

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exclude Grantor, Grantor's agents and servants wholly from the Property. Lender may use, operate, manage and control the Property. Lender shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Property and every part thereof, all of which shall for all purposes constitute property of Grantor. After deducting the expenses of conducting the business thereof, and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other property charges upon the Property or any part thereof, as well as just and reasonable compensation for the services of Lender. Lender shall apply such monies first to the payment of the principal of the Note, and the interest thereon, when and as the same shall become payable and second to the payment of any other sums required to be paid by Grantor under this Mortgage.

Appoint Receiver. In the event of a suit being instituted to foreclose this Mortgage, Lender shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of any or all of the Property, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source. The parties agree that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases. Such appointment shall be made by the court as a matter of strict right to Lender and without notice to Grantor, and without reference to the adequacy or inadequacy of the value of the Property, or to Grantor's solvency or any other party defendant to such suit. Grantor hereby specifically waives the right to object to the appointment of a receiver and agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to Lender, and consents to the appointment of any officer or employee of Lender as receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

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

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

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

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note 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 shall 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. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note 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 party may change its address for notices under this Mortgage by giving written notice to the other parties, specifying that the purpose of the notice is to change the party'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.

FUTURE ADVANCES. 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 "twice the loan amount", 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.

STATUS OF NON-HOMESTEAD. The Real Estate described herein is not the homestead of the Mortgagor.

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

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

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

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

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

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

Loan No: 06-35057

**MORTGAGE
(Continued)**

Page 6

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

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 capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Potter's Autocare, Inc. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

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.

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

Grantor. The word "Grantor" means Johnathan B. Kent.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

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

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

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lender. The word "Lender" means Peoples First Community Bank, its successors and assigns.

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

Note. The word "Note" means the promissory note dated April 24, 2006, **in the original principal amount of \$50,000.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

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

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

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

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

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

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

Loan No: 06-35057

MORTGAGE
(Continued)

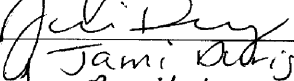
Page 7

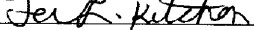
GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X 
Johnathan B. Kent

WITNESSES:

X 
Jami Davis

X 
Teri L. Kitchen

INDIVIDUAL ACKNOWLEDGMENT

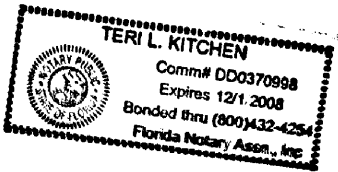
STATE OF FLORIDA
ESCAMBIA

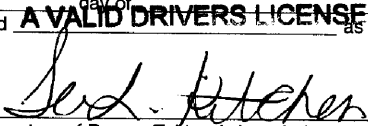
)
) SS

COUNTY OF _____

)

The foregoing instrument was acknowledged before me this APR 24 day of 2006, 20
by Johnathan B. Kent, who is personally known to me or who has produced A VALID DRIVERS LICENSE as identification and did /
did not take an oath.




(Signature of Person Taking Acknowledgment)

TERI KITCHEN
(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)

EXHIBIT "A"

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 30 WEST; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 FOR A DISTANCE OF 15 FEET TO POINT OF BEGINNING; THENCE NORTHERLY PARALLEL TO THE WEST LINE OF SAID SECTION 17 FOR A DISTANCE OF 114.03 FEET; THENCE EASTERLY AT RIGHT ANGLES FOR A DISTANCE OF 139 FEET; THENCE SOUTHERLY AT RIGHT ANGLES FOR A DISTANCE OF 146.93 FEET, MORE OR LESS, TO OLIVE ROAD; THENCE WESTERLY ALONG OLIVE ROAD FOR A DISTANCE OF 139 FEET, MORE OR LESS, TO THE INTERSECTION OF OLIVE ROAD AND BLINKLEY AVENUE; THENCE NORTHERLY FOR A DISTANCE OF 32.9 FEET, MORE OR LESS, TO POINT OF BEGINNING. ALL LYING AND BEING IN ESCAMBIA COUNTY, FLORIDA.

Recorded in Public Records 05/22/2007 at 02:43 PM OR Book 6149 Page 1780,
Instrument #2007049272, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$10.00 MTG Stamps \$70.00 Int. Tax \$40.00

RECEIPT OF ADVANCE UNDER MORTGAGE PROVIDING FOR FUTURE ADVANCES

THE UNDERSIGNED, Johnathan B. Kent, hereinafter referred to as Mortgagor, hereby acknowledges receipt of \$20,000.00 by Potter's Autocare, Inc., a Florida Corporation, hereinafter referred to as the Borrower on (May 18, 2007), from Peoples First Community Bank, hereinafter referred to as Mortgagee, as a mortgage loan under the provisions for future advances in that certain Mortgage between the parties, dated April 24, 2006, recorded in Escambia County Official Records Book 5901, Page 1304 and the Commercial Security Agreement dated May 18, 2007 and hereby further acknowledges that the total indebtedness secured thereby is now \$70,000.00. Documentary Stamps and Intangible Taxes are being paid herewith on the additional advance of \$20,000.00 in the amount of \$70.00 and \$40.00, respectively.

IN WITNESS WHEREOF, the undersigned has set his hand and seal, the 18th day of May A.D., 2007.

Signed, sealed, and delivered
in the presence of:

Brandy Wise
Brandy Wise
Brandy Wise

MORTGAGOR:

Johnathan B. Kent
Johnathan B. Kent

Potter's Autocare, Inc.

BY: *Johnathan B. Kent*
Johnathan B. Kent, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

I HEREBY CERTIFY that on this 18 day of May, 2007 before me personally appeared, Johnathan B. Kent, individually and as President of Potter's Autocare, Inc., to me is personally known, or who has provided the below described identification, to be the person described in and who executed the foregoing instrument and who after being duly sworn, acknowledged the execution thereof to be his free act and deed for the uses and purposes therein mentioned.

SWORN TO AND SUBSCRIBED under my hand and official seal, the day and year last aforesaid.

To me is personally known.

Identified to me by Driver's License Number K530-422-71-177-0
issued by the State of Florida as to Johnathan B. Kent.

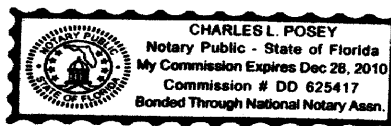
My Commission Expires 12/28/2010
DD 625417

Notary Commission Number:

Charles L. Posey
Signature of Notary Public

Charles L. Posey
Typed or Printed Name of Notary

THIS INSTRUMENT PREPARED BY:
Sandra J. Young, an employee of
Peoples First Community Bank
1022 West 23rd Street
Panama City, Florida 32405



Recorded in Public Records 01/23/2008 at 08:58 AM OR Book 6278 Page 213,
Instrument #2008005532, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$18.50 MTG Stamps \$140.00 Int. Tax \$80.00

RECORDATION REQUESTED BY:

Peoples First Community Bank
CORPORATE CENTER
PO Box 59950
1022 W 23rd St.
Panama City, FL 32412

WHEN RECORDED MAIL TO:

Peoples First Community Bank
1022 W. 23rd Street, 2nd Floor
Panama City, FL 32405

This Modification of Mortgage prepared by:

Name: Sandra J. Young, an employee of:
Company: Peoples First Community Bank
Address: PO Box 59950, Panama City, FL 32412

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated January 11, 2008, is made and executed between Johnathan B. Kent, a married man (referred to below as "Grantor") and Peoples First Community Bank, whose address is PO Box 59950, 1022 W 23rd St., Panama City, FL 32412 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 24, 2006 (the "Mortgage") which has been recorded in Escambia County, State of Florida, as follows:

Official Records Book 5901, Page 1304, Receipt of Advance Under Mortgage Providing for Future Advances, recorded in Official Records Book 6148, Page 1780 .

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Escambia County, State of Florida:

See Exhibit A, which is attached to this Modification and made a part of this Modification as if fully set forth herein.

The Real Property or its address is commonly known as 2400 East Olive Road, Pensacola, FL 32503. The Real Property tax identification number is 17-1S-30-2301-000-002.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

Increase principal amount by \$40,000.00 making a principal balance of \$110,000.00 . Documentary Stamps and Intangible Taxes are being paid herewith on the additional advance of \$40,000.00 in the amount of \$140.00 and \$80.00 respectively.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED JANUARY 11, 2008.

GRANTOR:

X 
Johnathan B. Kent

WITNESSES:
X  TERI KITCHEN

X _____
X _____

LENDER:

PEOPLES FIRST COMMUNITY BANK

X 
Authorized Signer

MODIFICATION OF MORTGAGE (Continued)

Loan No: 4916979


Page 2

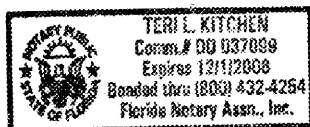
INDIVIDUAL ACKNOWLEDGMENT

STATE OF FLORIDA)
)
) SS
COUNTY OF ESCAMBIA)

JAN 11 2008

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by **Johnathan B. Kent**, who is personally known to me or who has produced _____ as identification and did /
did not take an oath.

A VALID DRIVERS LICENSE

(Signature of Person Taking Acknowledgment)



(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)

LENDER ACKNOWLEDGMENT

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____
by _____ He or she is personally known to me or has produced _____
_____ as identification and did / did not take an oath.

(Signature of Person Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)

Recorded in Public Records 02/10/2009 at 09:21 AM OR Book 6423 Page 1954,
Instrument #2009008504, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

RECORDATION REQUESTED BY:

Peoples First Community Bank
CORPORATE CENTER
PO Box 59950
1022 W 23rd St.
Panama City, FL 32412

WHEN RECORDED MAIL TO:

Peoples First Community Bank
1022 W. 23rd Street, 2nd Floor
Panama City, FL 32405

This Modification of Mortgage prepared by:

Name: Phillip D. Hutchison, Jr., an employee of:
Company: Peoples First Community Bank
Address: PO Box 59950, Panama City, FL 32412

THIS IS A BALLOON MORTGAGE SECURING A VARIABLE (ADJUSTABLE, RENEGOTIABLE) RATE OBLIGATION. ASSUMING THAT THE INITIAL RATE OF INTEREST WERE TO APPLY FOR THE ENTIRE TERM OF THE MORTGAGE, THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY WOULD BE APPROXIMATELY \$103,765.99, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE. THE ACTUAL BALANCE DUE UPON MATURITY MAY VARY DEPENDING ON CHANGES IN THE RATE OF INTEREST.

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated February 3, 2009, is made and executed between Johnathan B. Kent, a married man (referred to below as "Grantor") and Peoples First Community Bank, whose address is PO Box 59950, 1022 W 23rd St., Panama City, FL 32412 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated April 24, 2006 (the "Mortgage") which has been recorded in Escambia County, State of Florida, as follows:

That mortgage dated April 24, 2006 and recorded May 9, 2006 in Escambia County Official Records Book 5901, Page 1304 and Receipt of Advance under Mortgage Providing for Future Advances recorded in Escambia County Official Records Book 6149, Page 1780 and Assignment of Rents recorded in Escambia County Official Records Book 6278, Page 215 and subsequent Modification of Mortgage recorded in Escambia County Official Records Book 6278, Page 213.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Escambia County, State of Florida:

As described in the Mortgage and Assignment of Rents referred to above.

The Real Property or its address is commonly known as 2400 & 2392 East Olive Road, Pensacola, FL 32503. The Real Property tax identification number is 17-1S-30-2301-000-002 & 18-1S-30-1302-001-001.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

There is hereby added as security the following described real estate to be spread to the Mortgage, Assignment of Rents and all the security documents referred to above, to wit: Commencing at the Southeast Corner of Section 18, Township 1 South, Range 30 West, Escambia County, Florida; thence North along the East line of Section 18 a distance of 2599.57 feet to a point on the North right-of-way line of Olive Road; thence West along the North right-of-way of said road 45 feet to the Point of Beginning; thence continue West along the North right-of-way line of said road 172.5 feet; thence North parallel with the East line of said Section 166 feet; thence East parallel with the North right-of-way line of Olive Road 172.5 feet to point on the West right-of-way line of Binkley Street; thence South along the West right-of-way line of Binkley Street 166 feet to the Point of Beginning. This property does not constitute the homestead of the Grantor/Mortgagor.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorser to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

BK: 6423 PG: 1955

MODIFICATION OF MORTGAGE (Continued)

Loan No: 4916979

Page 2

THIS IS A BALLOON MORTGAGE SECURING A VARIABLE (ADJUSTABLE, RENEGOTIABLE) RATE OBLIGATION. ASSUMING THAT THE INITIAL RATE OF INTEREST WERE TO APPLY FOR THE ENTIRE TERM OF THE MORTGAGE, THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY WOULD BE APPROXIMATELY \$103,765.99, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE. THE ACTUAL BALANCE DUE UPON MATURITY MAY VARY DEPENDING ON CHANGES IN THE RATE OF INTEREST.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED FEBRUARY 3, 2009.

GRANTOR:

X

Johnathan B. Kent

WITNESSES:

X

X

LENDER:

PEOPLES FIRST COMMUNITY BANK

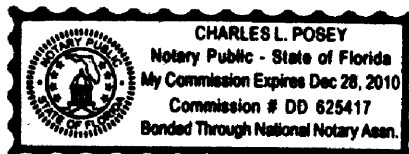
X

Authorized Signer

INDIVIDUAL ACKNOWLEDGMENT

STATE OF FloridaCOUNTY OF Escambia

The foregoing instrument was acknowledged before me this 3rd day of February, 2009 by Johnathan B. Kent, who is personally known to me or who has produced _____ as identification.



(Signature of Person Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)

BK: 6423 PG: 1956 Last Page

MODIFICATION OF MORTGAGE (Continued)

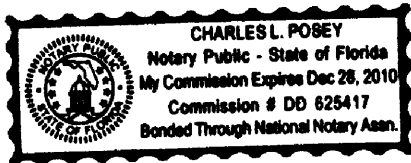
Loan No: 4916979

Page 3

LENDER ACKNOWLEDGMENT

STATE OF Fl^{or}ida)
COUNTY OF Escambia) SS
)

This instrument was acknowledged before me this 3rd day of February, 20 09 by Sean Magerkorth as Vice President of Peoples First Community Bank. He or she is personally known to me or has produced _____ as identification.



(Signature of Person Taking Acknowledgment)

Charles L. Posey
(Name of Acknowledger Typed, Printed or Stamped)

Notary
(Title or Rank)

(Serial Number, if any)

LASER PRO Lending, Ver. 5.40.00.003 Copr. Harland Financial Solutions, Inc. 1997, 2009. All Rights Reserved. - FL
w:\CFI\LPL\G201.FC TR-35057 PR-GENERAL

Recorded in Public Records 09/28/2010 at 02:12 PM OR Book 6640 Page 278,
Instrument #2010063429, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

RECORD & RETURN TO:

Hancock Bank
ATTN: Lending Services
P O Box 4020
Gulfport, MS 39502

PREPARED BY: Michele Brandow/Desiree
LOAN # 4916664

ASSIGNMENT OF NOTE, MORTGAGE AND LOAN DOCUMENTS

28 00

THIS ASSIGNMENT (this "Assignment") is made effective this 18th day of December 2009, by and between the **FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER OF PEOPLES FIRST COMMUNITY BANK, PANAMA CITY, FLORIDA**, organized under the laws of the United States of America ("Assignor"), having an address of 1601 Bryan Street, Suite 1700, Dallas, Texas 75201, Attention: Settlement Manager, and **HANCOCK BANK** ("Assignee") with an address of 2510 14th Street, One Hancock Plaza, 7th Floor, Gulfport, Mississippi 39502.

WHEREAS, on December 18, 2009, in accordance with Florida law and the Federal Deposit Insurance Act, 12 U.S.C §1821 *et. seq.* (the "FDIC Act"), the Office of Thrift Supervision closed the operations of Peoples First Community Bank, Panama City, Florida ("Peoples First"), and appointed the Assignor as the receiver of Peoples First.

WHEREAS, in accordance with the Act, the Assignor is empowered to liquidate the assets of Peoples First in order to wind down the affairs of Peoples First.

WHEREAS, on or about December 18, 2009, in accordance with that certain Purchase and Assumption Agreement (Modified Whole Bank, All Deposits) dated December 18, 2009 (the "Purchase Agreement"), by and among the Assignor, Assignee and the Federal Deposit Insurance Corporation ("FDIC"), the Assignor sold certain assets of Peoples First to Assignee, including, but not limited to, the following loan documents and other rights:

A. That certain Promissory Note dated January 11, 2006, executed by Potter's Autocare, Inc. (the "Borrower"), in the original principal amount of Two Hundred Twenty-four Thousand Three Hundred Seventeen and 91/100 Dollars (\$224,317.91) in favor of Peoples First (hereinafter referred to as the "Note");

B. That certain Mortgage dated January 11, 2006, granted by the Johnathan B. Kent to Peoples First, and recorded in Official Records Book 5819, Page 70, and re-recorded in Book 5850, Page 369, and that certain Mortgage dated April 24, 2006 and recorded in Official Records Book 5901, Page 1304, and that certain Mortgage dated April 24, 2006 and recorded in Official Records Book 5901, Page 1312, and that certain Receipt of Advance Under Mortgage Providing For Future Advances dated May 18, 2007 and recorded in Official Records Book 6149, Page 1780, amended by that certain Modification of Mortgage dated January 11, 2008 and recorded in Official Records Book 6278, Page 213, amended by that certain Modification of Mortgage dated February 3, 2009 and recorded in Official Records Book 6423, Page 1954, and that certain Satisfaction of Mortgage dated January 11, 2008 and recorded in Official Records Book 6278, Page 212, of the public records of Escambia County, Florida, with respect to the real property described therein (hereinafter collectively referred to as the "Mortgage"), which Mortgage secures the repayment of the Note;

C. That certain Business Loan Agreement dated September 21, 2009, by and between Peoples First and Borrower (hereinafter referred to as the "Loan Agreement"); and that certain Commercial Security Agreement dated February 3, 2009, by and between Peoples First and Borrower (hereinafter referred to as the "Security Agreement");

D. That certain Commercial Guaranty dated September 21, 2009, from Johnathan B. Kent, in favor of Peoples First (hereinafter referred to as the "Guaranty");

E. That certain UCC-1 Financing Statement from Borrower, as Debtor, filed in the Florida Secured Transaction Registry on May 23, 2007, bearing Instrument No. 200705615012, and that certain UCC-1 Financing Statement from Borrower, as Debtor, filed in the Florida Secured Transaction Registry on January 18, 2008, bearing Instrument No. 200807448565, of the public records of Secretary of State, Florida (hereinafter collectively referred to as the "Financing Statements")

That certain UCC-1 Financing Statement from Borrower, as Debtor, filed on May 22, 2007 and recorded in Official Records Book 6149, Page 1781, and that certain UCC-1 Financing Statement from Borrower, as Debtor, filed on January 23, 2008 and recorded in Official Records Book 6278, Page 220, of the public records of Escambia County, Florida (hereinafter collectively referred to as the "Financing Statements");

F. That certain Loan Policy of Title Insurance dated January 13, 2006, issued by Ticor Title Insurance Company, Loan Policy #7110709-71133526, in the amount of \$89,500.00 and that certain Loan Policy of

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Title Insurance dated May 9, 2006, issued by First American Title Insurance Company, Loan Policy #FA-36-1251240, in the amount of \$36,000.00 and that certain Loan Policy of Title Insurance dated May 9, 2006, issued by First American Title Insurance Company, Loan Policy #FA-36-1251241, in the amount of \$50,000.00 (hereinafter referred to as the "Title Policy");

G. That certain Assignment of Rents dated January 11, 2006, granted by the Borrower to Peoples First and recorded in Official Records Book 5819, Page 77, and re-recorded in Book 5850, Page 376, and that certain Assignment of Rents dated April 24, 2006 and recorded in Official Records Book 5901, Page 1320, and that certain Assignment of Rents dated January 11, 2008 and recorded in Official Records Book 6278, Page 215, of the public records of Escambia County, Florida; (hereinafter referred to as the "Assignment of Rents").

H. Any and all claims, actions, causes of action, choses of action, judgments, demands, rights, damages and liens, together with the right to seek reimbursement of attorney's fees, costs or other expenses of any nature whatsoever, whether known or unknown, arising from, relating to or based upon that certain loan evidenced by the Note and Mortgage above, and/or which are the subject matter of the action filed in the N/A Court, _____ County, case-styled _____, Case Number _____ (the "Claims").

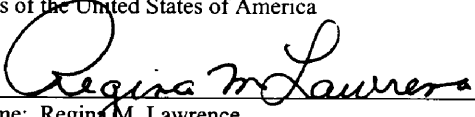
The documents identified in paragraph(s) C THROUGH G above are hereinafter collectively referred to as the "Collateral Documents."

NOW, THEREFORE, for valuable consideration granted by Assignee to Assignor, receipt of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment of Note, Mortgage and Collateral Documents. Assignor hereby unconditionally grants, transfers, and assigns to Assignee all of Assignor's right, title and interest in the Note, Mortgage and Collateral Documents, including all of Assignor's right to receive payments of principal and interest under the Note. Concurrently herewith, Assignor has endorsed to Assignee, without recourse, the Note.
2. All Other Loan Documents. Assignor hereby unconditionally grants, transfers, and assigns to Assignee all Assignor's right, title and interest in all other documents or agreements entered into by Peoples First (or its predecessor) in connection with or related to the loan evidenced by the Note, Mortgage and Collateral Documents (hereinafter referred to collectively as the "Loan"). In this Assignment, the Note, the Mortgage, the Collateral Documents, and all other documents evidencing or securing the Loan are referred to collectively as the "Loan Documents."
3. Assignment of Claims. Assignor hereby unconditionally grants, transfers, and assigns to Assignee all of Assignor's right, title and interest in and to the Claims.
4. Representations and Warranties. In accordance with the Act, Assignor has full power to sell and assign the Loan Documents to the Assignee. Assignor has made no prior assignment or pledge of the Loan Documents. This Assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver.
5. Successors and Assigns. This Assignment shall inure to the benefit of the successors and assigns of Assignor and Assignee, and be binding upon the successors and assigns of Assignor and Assignee.

IN WITNESS WHEREOF, Assignor has executed this Assignment to Assignee as of July 29, 2010.

**FEDERAL DEPOSIT INSURANCE CORPORATION,
AS RECEIVER FOR PEOPLES FIRST COMMUNITY
BANK, PANAMA CITY, FLORIDA**, organized under the
laws of the United States of America

By: 
Name: Regina M. Lawrence
Title: Attorney-in-Fact

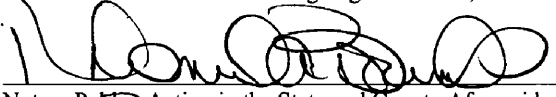
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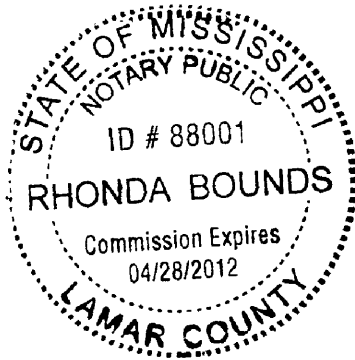
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STATE OF MISSISSIPPI
COUNTY OF HARRISON

17th Personally appeared before me, the undersigned authority in and for the said county and state, on this the day of August, 2010, within my jurisdiction, the within named Regina M. Lawrence, who (check one) X is personally known to me or _____ has provided me with (insert type of identification) _____ as satisfactory evidence that he/she is the person who executed this instrument and who acknowledged that she is the attorney in fact of the **FEDERAL DEPOSIT INSURANCE CORPORATION**, in its capacity as the **RECEIVER OF PEOPLES FIRST COMMUNITY BANK, PANAMA CITY, FLORIDA**, a corporation organized under the laws of the United States of America, and that for and on behalf of the said corporation, and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.


Notary Public, Acting in the State and County Aforesaid
(Print Name) Rhonda Bounds
My Commission Expires: (See Notary Seal)
My Commission Number is: (See Notary Seal)



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Recorded in Public Records 05/09/2006 at 01:58 PM OR Book 5901 Page 1312,
Instrument #2006046830, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$69.50 MTG Stamps \$126.00 Int. Tax \$72.00

RECORDATION REQUESTED BY:

Peoples First Community Bank
CORPORATE CENTER
PO Box 59950
1022 W 23rd St.
Panama City, FL 32412

WHEN RECORDED MAIL TO:

Peoples First Community Bank
CORPORATE CENTER
PO Box 59950
1022 W 23rd St.
Panama City, FL 32412

RECORD & RETURN TO

First American Title Insurance Co.
2065 Airport Blvd., Suite 200
Pensacola, FL 32504
1005-7158-754

Name: Philomena J. Telker, an employee of:
Company: Peoples First Community Bank
Address: PO Box 59950, Panama City, FL 32412

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE
DUE UPON MATURITY IS \$21,861.43, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL
ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

MORTGAGE

THIS MORTGAGE dated April 24, 2006, is made and executed between Johnathan B. Kent; a married man
(referred to below as "Grantor") and Peoples First Community Bank, whose address is PO Box 59950, 1022
W 23rd St., Panama City, FL 32412 (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 Santa Rosa County, State of Florida:

See Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth
herein.

The Real Property or its address is commonly known as 2400 East Olive Road, Pensacola, FL 32503. The
Real Property tax identification number is 17-1S-30-2301-000-002.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of
Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower or any one or more of them, whether now
existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due,
direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Borrower or Grantor may be liable
individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such
amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or
hereafter may become otherwise unenforceable.

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 ANY AND ALL OBLIGATIONS
UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$36,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS
MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

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

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

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

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 the occurrence of an Event of Default, 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 tenantable 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

**RECORDED BY
FIRST AMERICAN TITLE**

Loan No: 06-35056

MORTGAGE
(Continued)

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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 and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), 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, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

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

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

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

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 the Existing Indebtedness referred to in this Mortgage or those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

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

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

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

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. 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 thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the

repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Compliance with Existing Indebtedness. During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to comply with any obligation to maintain Existing Indebtedness in good standing as required below, or to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note 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 Note 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 Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

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

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

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

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

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor 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 shall be paid in full.

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

Existing Lien. The lien of this Mortgage securing the Indebtedness may be secondary and inferior to the lien securing payment of an existing obligation to Bunt Potter described as: recorded in OR Book 5039, page 1974 of the Public Records of Escambia County, FL. The existing obligation has a current principal balance of approximately \$21,000.00 and is in the original principal amount of \$75,000.00. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

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

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

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

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and 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 Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

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

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

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

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and 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

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**MORTGAGE
(Continued)**

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affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

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

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

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

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

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

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Existing Indebtedness. The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

Breach of Other Agreement. Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Right to Cure. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Mortgage within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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

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

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

Collect Rents. Lender personally, or by Lender's agents or attorneys, may enter into and upon all or any part of the Property, and may exclude Grantor, Grantor's agents and servants wholly from the Property. Lender may use, operate, manage and control the Property. Lender shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Property and every part thereof, all of which shall for all purposes constitute property of Grantor. After deducting the expenses of conducting the business thereof, and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other property charges upon the Property or any part thereof, as well as just and reasonable compensation for the services of Lender. Lender shall apply such monies first to the payment of the principal of the Note, and the interest thereon, when and as the same shall become payable and second to the payment of any other sums required to be paid by Grantor under

this Mortgage.

Appoint Receiver. In the event of a suit being instituted to foreclose this Mortgage, Lender shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of any or all of the Property, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source. The parties agree that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases. Such appointment shall be made by the court as a matter of strict right to Lender and without notice to Grantor, and without reference to the adequacy or inadequacy of the value of the Property, or to Grantor's solvency or any other party defendant to such suit. Grantor hereby specifically waives the right to object to the appointment of a receiver and agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to Lender, and consents to the appointment of any officer or employee of Lender as receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

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

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

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

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note 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 shall 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. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or Borrower and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note 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 party may change its address for notices under this Mortgage by giving written notice to the other parties, specifying that the purpose of the notice is to change the party'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.

FUTURE ADVANCES. 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 "twice the loan amount", 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.

STATUS OF NON-HOMESTEAD. The Real Estate described herein is not the homestead of the Mortgagor.

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

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

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

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

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

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

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the

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MORTGAGE
(Continued)

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sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

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 capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Potter's Autocare, Inc. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

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.

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

Grantor. The word "Grantor" means Johnathan B. Kent.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

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

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

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lender. The word "Lender" means Peoples First Community Bank, its successors and assigns.

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

Note. The word "Note" means the promissory note dated April 24, 2006, in the original principal amount of \$36,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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

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

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

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

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

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

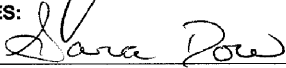
THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$21,861.43, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.


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

GRANTOR:

X 
Johnathan B. Kent

WITNESSES:

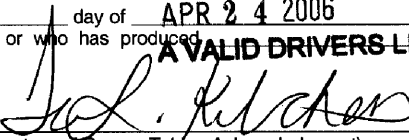
X 
Sara Dow

X 
TERI KITCHEN

INDIVIDUAL ACKNOWLEDGMENT

STATE OF FLORIDA)
) SS
COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me this APR 24 2006 day of APR 24 2006, 2006 by Johnathan B. Kent, a single man, who is personally known to me or who has produced A VALID DRIVERS LICENSE as identification and did / did not take an oath.


(Signature of Person Taking Acknowledgment)
TERI KITCHEN

(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)

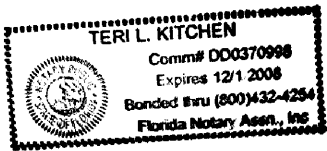


EXHIBIT "A"

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 30 WEST; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 FOR A DISTANCE OF 15 FEET TO POINT OF BEGINNING; THENCE NORTHERLY PARALLEL TO THE WEST LINE OF SAID SECTION 17 FOR A DISTANCE OF 114.03 FEET; THENCE EASTERLY AT RIGHT ANGLES FOR A DISTANCE OF 139 FEET; THENCE SOUTHERLY AT RIGHT ANGLES FOR A DISTANCE OF 146.93 FEET, MORE OR LESS, TO OLIVE ROAD; THENCE WESTERLY ALONG OLIVE ROAD FOR A DISTANCE OF 139 FEET, MORE OR LESS, TO THE INTERSECTION OF OLIVE ROAD AND BLINKLEY AVENUE; THENCE NORTHERLY FOR A DISTANCE OF 32.9 FEET, MORE OR LESS, TO POINT OF BEGINNING. ALL LYING AND BEING IN ESCAMBIA COUNTY, FLORIDA.

Recorded in Public Records 05/09/2006 at 01:58 PM OR Book 5901 Page 1320,
Instrument #2006046831, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

RECORDATION REQUESTED BY:

Peoples First Community Bank
CORPORATE CENTER
PO Box 59950
1022 W 23rd St.
Panama City, FL 32412

WHEN RECORDED MAIL TO:

Peoples First Community Bank
CORPORATE CENTER
PO Box 59950
1022 W 23rd St.
Panama City, FL 32412

This ASSIGNMENT OF RENTS prepared by:

RECORD & RETURN TO
First American Title Insurance Co
2065 Airport Blvd., Suite 200
Pensacola, FL 32504

Name: Philomena J. Telker, an employee of:
Company: Peoples First Community Bank
Address: PO Box 59950, Panama City, FL 32412

Pensacola, FL 32504

1005-118754

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated April 24, 2006, is made and executed between Johnathan B. Kent; a married man (referred to below as "Grantor") and Peoples First Community Bank, whose address is PO Box 59950, 1022 W 23rd St., Panama City, FL 32412 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in ~~Santa Rosa~~ ^{Escambia} County, State of Florida:

See Exhibit A, which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 2400 East Olive Road, Pensacola, FL 32503. The Property tax identification number is 17-1S-30-2301-000-002.

CROSS-COLLATERALIZATION. In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that:

Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

ASSIGNMENT OF RENTS (Continued)

Loan No: 06-35056

Page 2

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Florida and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note 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 Note 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 Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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

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

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

Appoint Receiver. In the event of a suit being instituted to foreclose this Assignment, Lender shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of any or all of the Property, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source. The parties agree that the court shall forthwith appoint such receiver

Loan No: 06-35056

ASSIGNMENT OF RENTS
(Continued)

Page 3

with the usual powers and duties of receivers in like cases. Such appointment shall be made by the court as a matter of strict right to Lender and without notice to Grantor, and without reference to the adequacy or inadequacy of the value of the Property, or to Grantor's solvency or any other party defendant to such suit. Grantor hereby specifically waives the right to object to the appointment of a receiver and agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to Lender, and consents to the appointment of any officer or employee of Lender as 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.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note 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, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

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

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

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

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Florida.

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

Joint and Several Liability. All obligations of Borrower and Grantor under this Assignment 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 Borrower and Grantor signing below is responsible for all obligations in this Assignment.

Merger. There shall be no merger of the interest or estate created by this assignment 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.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment 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 Assignment. Any party may change its address for notices under this Assignment by giving written notice to the other parties, specifying that the purpose of the notice is to change the party'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.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment 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 Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

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

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

WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms

ASSIGNMENT OF RENTS
(Continued)

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used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means Potter's Autocare, Inc..

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

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

Grantor. The word "Grantor" means Johnathan B. Kent.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

Lender. The word "Lender" means Peoples First Community Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated April 24, 2006, **in the original principal amount of \$36,000.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

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.


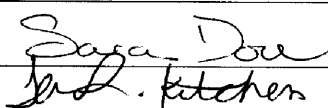
Rents. The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. THIS DOCUMENT IS EXECUTED ON APRIL 24, 2006.

GRANTOR:

X 
Johnathan B. Kent

WITNESSES:

X 
Sara Dow
X 
Teri Kitchen

TERI KITCHEN

INDIVIDUAL ACKNOWLEDGMENT

FLORIDA

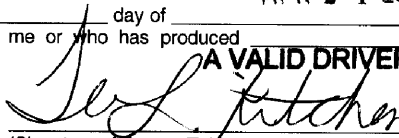
STATE OF _____)

ESCAMBIA) ss

COUNTY OF _____)

The foregoing instrument was acknowledged before me this APR 24 day of 2006, 20
by Johnathan B. Kent, a single man, who is personally known to me or who has produced A VALID DRIVERS LICENSE as
identification and did / did not take an oath.




(Signature of Person Taking Acknowledgment)

TERI KITCHEN

(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)

EXHIBIT "A"

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 30 WEST; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 FOR A DISTANCE OF 15 FEET TO POINT OF BEGINNING; THENCE NORTHERLY PARALLEL TO THE WEST LINE OF SAID SECTION 17 FOR A DISTANCE OF 114.03 FEET; THENCE EASTERLY AT RIGHT ANGLES FOR A DISTANCE OF 139 FEET; THENCE SOUTHERLY AT RIGHT ANGLES FOR A DISTANCE OF 146.93 FEET, MORE OR LESS, TO OLIVE ROAD; THENCE WESTERLY ALONG OLIVE ROAD FOR A DISTANCE OF 139 FEET, MORE OR LESS, TO THE INTERSECTION OF OLIVE ROAD AND BLINKLEY AVENUE; THENCE NORTHERLY FOR A DISTANCE OF 32.9 FEET, MORE OR LESS, TO POINT OF BEGINNING. ALL LYING AND BEING IN ESCAMBIA COUNTY, FLORIDA.

Recorded in Public Records 01/23/2008 at 08:58 AM OR Book 6278 Page 215,
Instrument #2008005533, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

RECORDATION REQUESTED BY:

Peoples First Community Bank
CORPORATE CENTER
PO Box 59950
1022 W 23rd St.
Panama City, FL 32412

WHEN RECORDED MAIL TO:

Peoples First Community Bank
1022 W. 23rd Street, 2nd Floor
Panama City, FL 32405

This ASSIGNMENT OF RENTS prepared by:

Name: Sandra J. Young, an employee of:
Company: Peoples First Community Bank
Address: PO Box 59950, Panama City, FL 32412

ASSIGNMENT OF RENTS

THIS ASSIGNMENT OF RENTS dated January 11, 2008, is made and executed between Johnathan B. Kent, a married man (referred to below as "Grantor") and Peoples First Community Bank, whose address is PO Box 59950, 1022 W 23rd St., Panama City, FL 32412 (referred to below as "Lender").

ASSIGNMENT. For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Escambia County, State of Florida:

See Exhibit A, which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 2400 East Olive Road, Pensacola, FL 32503. The Property tax identification number is 17-1S-30-2301-000-002.

CROSS-COLLATERALIZATION. In addition to the Note, this Assignment secures all obligations, debts and liabilities, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lender against Borrower and Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

REVOLVING LINE OF CREDIT. This Assignment 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 Assignment, may make future advances to Borrower. Such future advances, together with interest thereon, are secured by this Assignment.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

BORROWER'S WAIVERS AND RESPONSIBILITIES. Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

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Ownership. Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

Right to Assign. Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

No Prior Assignment. Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

No Further Transfer. Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS. Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

Notice to Tenants. Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

Enter the Property. Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

Maintain the Property. Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof

ASSIGNMENT OF RENTS (Continued)

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and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other insurance effected by Lender on the Property.

Compliance with Laws. Lender may do any and all things to execute and comply with the laws of the State of Florida and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

Lease the Property. Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

Employ Agents. Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

Other Acts. Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

No Requirement to Act. Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

APPLICATION OF RENTS. All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

FULL PERFORMANCE. If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Assignment or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Assignment or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Rents or the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note 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 Note 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 Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Assignment also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Assignment:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Other Defaults. Borrower or Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Assignment or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower or Grantor.

Default on Other Payments. Failure of Grantor within the time required by this Assignment to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or Grantor or on Borrower's or Grantor's behalf under this Assignment or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Assignment or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The dissolution or termination of Borrower's or Grantor's existence as a going business, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or Grantor or by any governmental agency against the Rents or any property securing the Indebtedness. This includes a garnishment of any of Borrower's or Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower or Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Borrower or Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Property Damage or Loss. The Property is lost, stolen, substantially damaged, sold, or borrowed against.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty in a manner satisfactory to Lender, and, in doing so, cure any Event of Default.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

Cure Provisions. If any default, other than a default in payment is curable and if Grantor has not been given a notice of a breach of the same provision of this Assignment within the preceding twelve (12) months, it may be cured if Grantor, after receiving written notice from Lender demanding cure of such default: (1) cures the default within thirty (30) days; or (2) if the cure requires more than thirty (30) days, immediately initiates steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continues and completes all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

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

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

Collect Rents. Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

ASSIGNMENT OF RENTS (Continued)

Loan No: 4916979

Page 3

Appoint Receiver. In the event of a suit being instituted to foreclose this Assignment, Lender shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of any or all of the Property, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source. The parties agree that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases. Such appointment shall be made by the court as a matter of strict right to Lender and without notice to Grantor, and without reference to the adequacy or inadequacy of the value of the Property, or to Grantor's solvency or any other party defendant to such suit. Grantor hereby specifically waives the right to object to the appointment of a receiver and agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to Lender, and consents to the appointment of any officer or employee of Lender as 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.

Other Remedies. Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note 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, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

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

Amendments. This Assignment, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Assignment. No alteration of or amendment to this Assignment shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

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

Governing Law. This Assignment will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Assignment has been accepted by Lender in the State of Florida.

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

Joint and Several Liability. All obligations of Borrower and Grantor under this Assignment 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 Assignment.

Merger. There shall be no merger of the interest or estate created by this assignment 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.

Interpretation. (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

No Waiver by Lender. Lender shall not be deemed to have waived any rights under this Assignment unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Assignment shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Assignment. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Assignment, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notices. Any notice required to be given under this Assignment 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 Assignment. Any party may change its address for notices under this Assignment by giving written notice to the other parties, specifying that the purpose of the notice is to change the party'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.

Powers of Attorney. The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

Severability. If a court of competent jurisdiction finds any provision of this Assignment to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Assignment. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Assignment shall not affect the legality, validity or enforceability of any other provision of this Assignment.

Successors and Assigns. Subject to any limitations stated in this Assignment on transfer of Grantor's interest, this Assignment 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 Assignment and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Assignment or liability under the Indebtedness.

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

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

WAIVER OF RIGHT OF REDEMPTION. NOTWITHSTANDING ANY OF THE PROVISIONS TO THE CONTRARY CONTAINED IN THIS ASSIGNMENT, GRANTOR HEREBY WAIVES ANY AND ALL RIGHTS OF REDEMPTION FROM SALE UNDER ANY ORDER OR JUDGMENT OF FORECLOSURE ON GRANTOR'S BEHALF AND ON BEHALF OF EACH AND EVERY PERSON, EXCEPT JUDGMENT CREDITORS OF

ASSIGNMENT OF RENTS
(Continued)

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GRANTOR, ACQUIRING ANY INTEREST IN OR TITLE TO THE PROPERTY SUBSEQUENT TO THE DATE OF THIS ASSIGNMENT.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Assignment. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Assignment shall have the meanings attributed to such terms in the Uniform Commercial Code:

Assignment. The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

Borrower. The word "Borrower" means Potter's Autocare, Inc..

Default. The word "Default" means the Default set forth in this Assignment in the section titled "Default".

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

Grantor. The word "Grantor" means Johnathan B. Kent.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Assignment, together with interest on such amounts as provided in this Assignment. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Assignment.

Lender. The word "Lender" means Peoples First Community Bank, its successors and assigns.

Note. The word "Note" means the promissory note dated January 11, 2008, in the original principal amount of \$110,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.


Property. The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

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 of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. THIS DOCUMENT IS EXECUTED ON JANUARY 11, 2008.

GRANTOR:

X 
Johnathan B. Kent

WITNESSES:
X  TERI KITCHEN

X _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF FLORIDA)
) SS
COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me this JAN 11 2008 day of _____, 20____
by Johnathan B. Kent, who is personally known to me or who has produced A VALID DRIVERS LICENSE as identification and did /
did not take an oath.




(Signature of Person Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)

EXHIBIT "A"

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 17, TOWNSHIP 1 SOUTH, RANGE 30 WEST; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID NORTHWEST 1/4 FOR A DISTANCE OF 15 FEET TO POINT OF BEGINNING; THENCE NORTHERLY PARALLEL TO THE WEST LINE OF SAID SECTION 17 FOR A DISTANCE OF 114.03 FEET; THENCE EASTERLY AT RIGHT ANGLES FOR A DISTANCE OF 139 FEET; THENCE SOUTHERLY AT RIGHT ANGLES FOR A DISTANCE OF 146.93 FEET, MORE OR LESS, TO OLIVE ROAD; THENCE WESTERLY ALONG OLIVE ROAD FOR A DISTANCE OF 139 FEET, MORE OR LESS, TO THE INTERSECTION OF OLIVE ROAD AND BLINKLEY AVENUE; THENCE NORTHERLY FOR A DISTANCE OF 32.9 FEET, MORE OR LESS, TO POINT OF BEGINNING. ALL LYING AND BEING IN ESCAMBIA COUNTY, FLORIDA.

Recorded in Public Records 09/28/2010 at 02:12 PM OR Book 6640 Page 278,
Instrument #2010063429, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

RECORD & RETURN TO:

Hancock Bank
ATTN: Lending Services
P O Box 4020
Gulfport, MS 39502

PREPARED BY: Michele Brandow/Desiree
LOAN # 4916664

ASSIGNMENT OF NOTE, MORTGAGE AND LOAN DOCUMENTS

28 60

THIS ASSIGNMENT (this "Assignment") is made effective this 18th day of December 2009, by and between the **FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER OF PEOPLES FIRST COMMUNITY BANK, PANAMA CITY, FLORIDA**, organized under the laws of the United States of America ("Assignor"), having an address of 1601 Bryan Street, Suite 1700, Dallas, Texas 75201, Attention: Settlement Manager, and **HANCOCK BANK** ("Assignee") with an address of 2510 14th Street, One Hancock Plaza, 7th Floor, Gulfport, Mississippi 39502.

WHEREAS, on December 18, 2009, in accordance with Florida law and the Federal Deposit Insurance Act, 12 U.S.C §1821 *et. seq.* (the "FDIC Act"), the Office of Thrift Supervision closed the operations of Peoples First Community Bank, Panama City, Florida ("Peoples First"), and appointed the Assignor as the receiver of Peoples First.

WHEREAS, in accordance with the Act, the Assignor is empowered to liquidate the assets of Peoples First in order to wind down the affairs of Peoples First.

WHEREAS, on or about December 18, 2009, in accordance with that certain Purchase and Assumption Agreement (Modified Whole Bank, All Deposits) dated December 18, 2009 (the "Purchase Agreement"), by and among the Assignor, Assignee and the Federal Deposit Insurance Corporation ("FDIC"), the Assignor sold certain assets of Peoples First to Assignee, including, but not limited to, the following loan documents and other rights:

A. That certain Promissory Note dated January 11, 2006, executed by Potter's Autocare, Inc. (the "Borrower"), in the original principal amount of Two Hundred Twenty-four Thousand Three Hundred Seventeen and 91/100 Dollars (\$224,317.91) in favor of Peoples First (hereinafter referred to as the "Note");

B. That certain Mortgage dated January 11, 2006, granted by the Johnathan B. Kent to Peoples First, and recorded in Official Records Book 5819, Page 70, and re-recorded in Book 5850, Page 369, and that certain Mortgage dated April 24, 2006 and recorded in Official Records Book 5901, Page 1304, and that certain Mortgage dated April 24, 2006 and recorded in Official Records Book 5901, Page 1312, and that certain Receipt of Advance Under Mortgage Providing For Future Advances dated May 18, 2007 and recorded in Official Records Book 6149, Page 1780, amended by that certain Modification of Mortgage dated January 11, 2008 and recorded in Official Records Book 6278, Page 213, amended by that certain Modification of Mortgage dated February 3, 2009 and recorded in Official Records Book 6423, Page 1954, and that certain Satisfaction of Mortgage dated January 11, 2008 and recorded in Official Records Book 6278, Page 212, of the public records of Escambia County, Florida, with respect to the real property described therein (hereinafter collectively referred to as the "Mortgage"), which Mortgage secures the repayment of the Note;

C. That certain Business Loan Agreement dated September 21, 2009, by and between Peoples First and Borrower (hereinafter referred to as the "Loan Agreement"); and that certain Commercial Security Agreement dated February 3, 2009, by and between Peoples First and Borrower (hereinafter referred to as the "Security Agreement");

D. That certain Commercial Guaranty dated September 21, 2009, from Johnathan B. Kent, in favor of Peoples First (hereinafter referred to as the "Guaranty");

E. That certain UCC-1 Financing Statement from Borrower, as Debtor, filed in the Florida Secured Transaction Registry on May 23, 2007, bearing Instrument No. 200705615012, and that certain UCC-1 Financing Statement from Borrower, as Debtor, filed in the Florida Secured Transaction Registry on January 18, 2008, bearing Instrument No. 200807448565, of the public records of Secretary of State, Florida (hereinafter collectively referred to as the "Financing Statements")

That certain UCC-1 Financing Statement from Borrower, as Debtor, filed on May 22, 2007 and recorded in Official Records Book 6149, Page 1781, and that certain UCC-1 Financing Statement from Borrower, as Debtor, filed on January 23, 2008 and recorded in Official Records Book 6278, Page 220, of the public records of Escambia County, Florida (hereinafter collectively referred to as the "Financing Statements");

F. That certain Loan Policy of Title Insurance dated January 13, 2006, issued by Ticor Title Insurance Company, Loan Policy #7110709-71133526, in the amount of \$89,500.00 and that certain Loan Policy of

Title Insurance dated May 9, 2006, issued by First American Title Insurance Company, Loan Policy #FA-36-1251240, in the amount of \$36,000.00 and that certain Loan Policy of Title Insurance dated May 9, 2006, issued by First American Title Insurance Company, Loan Policy #FA-36-1251241, in the amount of \$50,000.00 (hereinafter referred to as the "Title Policy");

G. That certain Assignment of Rents dated January 11, 2006, granted by the Borrower to Peoples First and recorded in Official Records Book 5819, Page 77, and re-recorded in Book 5850, Page 376, and that certain Assignment of Rents dated April 24, 2006 and recorded in Official Records Book 5901, Page 1320, and that certain Assignment of Rents dated January 11, 2008 and recorded in Official Records Book 6278, Page 215, of the public records of Escambia County, Florida; (hereinafter referred to as the "Assignment of Rents").

H. Any and all claims, actions, causes of action, choses of action, judgments, demands, rights, damages and liens, together with the right to seek reimbursement of attorney's fees, costs or other expenses of any nature whatsoever, whether known or unknown, arising from, relating to or based upon that certain loan evidenced by the Note and Mortgage above, and/or which are the subject matter of the action filed in the N/A Court, _____ County, case-styled _____, Case Number _____ (the "Claims").

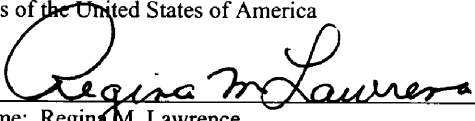
The documents identified in paragraph(s) C THROUGH G above are hereinafter collectively referred to as the "Collateral Documents."

NOW, THEREFORE, for valuable consideration granted by Assignee to Assignor, receipt of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment of Note, Mortgage and Collateral Documents. Assignor hereby unconditionally grants, transfers, and assigns to Assignee all of Assignor's right, title and interest in the Note, Mortgage and Collateral Documents, including all of Assignor's right to receive payments of principal and interest under the Note. Concurrently herewith, Assignor has endorsed to Assignee, without recourse, the Note.
2. All Other Loan Documents. Assignor hereby unconditionally grants, transfers, and assigns to Assignee all Assignor's right, title and interest in all other documents or agreements entered into by Peoples First (or its predecessor) in connection with or related to the loan evidenced by the Note, Mortgage and Collateral Documents (hereinafter referred to collectively as the "Loan"). In this Assignment, the Note, the Mortgage, the Collateral Documents, and all other documents evidencing or securing the Loan are referred to collectively as the "Loan Documents."
3. Assignment of Claims. Assignor hereby unconditionally grants, transfers, and assigns to Assignee all of Assignor's right, title and interest in and to the Claims.
4. Representations and Warranties. In accordance with the Act, Assignor has full power to sell and assign the Loan Documents to the Assignee. Assignor has made no prior assignment or pledge of the Loan Documents. This Assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver.
5. Successors and Assigns. This Assignment shall inure to the benefit of the successors and assigns of Assignor and Assignee, and be binding upon the successors and assigns of Assignor and Assignee.

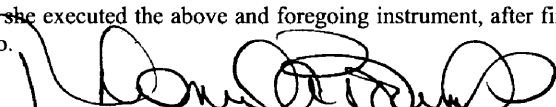
IN WITNESS WHEREOF, Assignor has executed this Assignment to Assignee as of July 29, 2010.

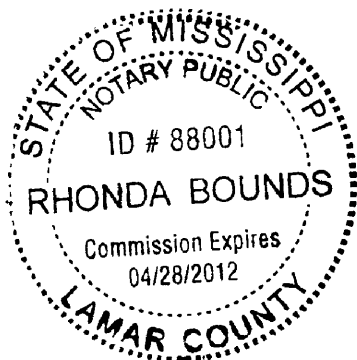
**FEDERAL DEPOSIT INSURANCE CORPORATION,
AS RECEIVER FOR PEOPLES FIRST COMMUNITY
BANK, PANAMA CITY, FLORIDA**, organized under the
laws of the United States of America

By: 
Name: Regina M. Lawrence
Title: Attorney-in-Fact

STATE OF MISSISSIPPI
COUNTY OF HARRISON

17th Personally appeared before me, the undersigned authority in and for the said county and state, on this the day of August, 2010, within my jurisdiction, the within named Regina M. Lawrence, who (check one) X is personally known to me or _____ has provided me with (insert type of identification) _____ as satisfactory evidence that he/she is the person who executed this instrument and who acknowledged that she is the attorney in fact of the **FEDERAL DEPOSIT INSURANCE CORPORATION**, in its capacity as the **RECEIVER OF PEOPLES FIRST COMMUNITY BANK, PANAMA CITY, FLORIDA**, a corporation organized under the laws of the United States of America, and that for and on behalf of the said corporation, and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.


Notary Public, Acting in the State and County Aforesaid
(Print Name) Rhonda Bounds
My Commission Expires: (See Notary Seal)
My Commission Number is: (See Notary Seal)



Recorded in Public Records 6/24/2019 10:17 AM OR Book 8117 Page 1351,
Instrument #2019054921, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

Recorded in Public Records 6/24/2019 9:49 AM OR Book 8117 Page 1262,
Instrument #2019054891, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA

PETITIONER
ESCAMBIA COUNTY FLORIDA,

CASE NO: CE170500344
LOCATION: 2400 E OLIVE RD
PR#: 171S302301000002

VS.

KENT, JOHNATHAN B
1723 WALLACE LAKE RD
PACE, FL 32571

RESPONDENT

ORDER

This CAUSE having come before the Office of Environmental Enforcement
Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged
violation of the ordinances of the County of Escambia, State of Florida, and the Special
Magistrate having considered the evidence before him in the form of testimony by the
Enforcement Officer and the Respondent or representative, thereof, None,
as well as evidence submitted and after consideration of the appropriate sections of
the Escambia County Code of Ordinances, the Special Magistrate finds that a violation
of the following Code of Ordinance(s) has occurred and continues.

- ☒ 42-196 (a) Nuisance Conditions
- ☒ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described

-
- ☒ 42-196 (d) Overgrowth

BK: 8117 PG: 1352

BK: 8117 PG: 1263

- ☒ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)
☐ (a) ☐ (b) ☐ (c) ☐ (d) ☒ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☒ (n) ☐ (o) ☐ (p)
☐ (q) ☐ (r) ☐ (s) ☒ (t) ☒ (u) ☐ (v) ☐ (w) ☐ (x) ☐ (y) ☐ (z) ☐ (aa) ☐ (bb) ☐ (cc) ☐ (dd)
- ☐ 94-51 Obstruction of County Right-of-Way (ROW)
- ☐ 82-171 Mandatory Residential Waste Collection
- ☐ 82-15 Illegal Burning
- ☐ 82-5 Littering Prohibited
- ☐ LDC Chapter 3 Commercial in residential and non-permitted use
- ☐ LDC Chapter 2 Article 3 Land Disturbance without permits
- ☐ LDC Chapter 5 Article 8 Prohibited Signs, Un-permitted Sign Row
- ☐ LDC Sec 4-7.9 Outdoor Storage _____
- ☒ Other 4-7.10 Use of RV as living quarters
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that the **RESPONDENT** shall have until July 18, 2019 to correct the violation and to bring the violation into compliance.

Corrective action shall include:

☐

BK: 8117 PG: 1353

BK: 8117 PG: 1264

- ☒ Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- ☐ Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- ☒ Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- ☐ Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- ☐ Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- ☐ Immediately cease burning and refrain from future burning
- ☐ Remove all refuse and dispose of legally and refrain from future littering
- ☐ Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- ☐ Obtain necessary permits or cease operations
- ☐ Acquire proper permits or remove sign(s)
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

BK: 8117 PG: 1354

BK: 8117 PG: 1265

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 50.00 per day, commencing July 19, 2019. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED**, immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S)**. The reasonable cost of such will be assessed against you and will constitute a lien on the property. Pursuant to Escambia County Resolution R2017-132, costs in the amount of \$ 235.00 are awarded in favor of Escambia County as the prevailing party against KENT, JOHNATHAN B.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of sec.162.09 (1), Fla. Stat., and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

BK: 8117 PG: 1355 Last Page

BK: 8117 PG: 1266 Last Page

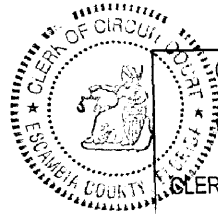
You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 3363 W Park Place, Pensacola, Florida 32505 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.**

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 10th day of June, 2019.



John B. Trawick
Special Magistrate
Office of Environmental Enforcement



CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: Whitney Cabbage D.C.
DATE: 6/24/2019

Recorded in Public Records 5/3/2023 12:58 PM OR Book 8971 Page 1663,
Instrument #2023035232, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

Recorded in Public Records 5/3/2023 12:39 PM OR Book 8971 Page 1593,
Instrument #2023035202, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA

PETITIONER
ESCAMBIA COUNTY FLORIDA,

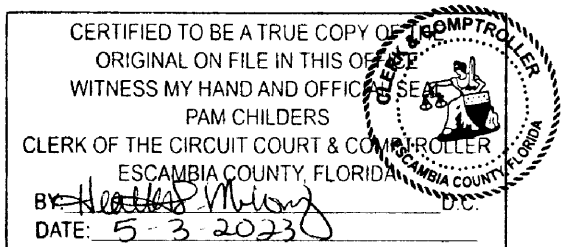
CASE NO: CE2303876Z
LOCATION: 2400 E OLIVE RD
PR#: 171S302301000002

VS.

KENT, JOHNATHAN B
1723 WALLACE LAKE RD
PACE, FL 32571

RESPONDENT(S)

ORDER



This CAUSE having come before the Office of Environmental Enforcement
Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged
violation of the ordinances of the County of Escambia, State of Florida, and the Special
Magistrate having considered the evidence before him in the form of testimony by the
Enforcement Officer and the Respondent(s) or representative thereof, n/a ,
as well as evidence submitted, and after consideration of the appropriate sections of
the Escambia County Code of Ordinances, the Special Magistrate finds that a violation
of the following Code of Ordinances has occurred and continues:

Sec 94-51 Right of Way

THEREFORE, the Special Magistrate, being otherwise fully apprised, finds
as follows:

It is hereby **ORDERED** that the **RESPONDENT(S)** shall have until
5/12/2023 to correct the violation(s) and to bring the violation into compliance.
Corrective action shall include:

**Remove all structure, signs, vehicles, etc. from County ROW; refrain from further
obstruction.**

BK: 8971 PG: 1664

BK: 8971 PG: 1594

If Respondent(s) fail to fully correct the violation(s) within the time required, Respondent(s) will be assessed a fine of \$20.00 per day, commencing 5/13/2023. This fine shall continue until the violation(s) is/are abated and the violation(s) brought into compliance, or until as otherwise provided by law. **RESPONDENT IS REQUIRED**, immediately upon full correction of the violation(s), to contact the Escambia County Office of Environmental Enforcement in writing to request that the office immediately inspect the property to make an official determination of whether the violation(s) has/have been abated and brought into compliance. If the violation(s) is/are not abated within the specified time period, Escambia County may elect to undertake any necessary measures to abate the violation(s). These measures could include, but are not limited to, **DEMOLISHING NON-COMPLIANT STRUCTURES, LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S)**. At the request of Escambia County, the Sheriff shall enforce this order by taking reasonable law enforcement action to remove from the premises any unauthorized person interfering with the execution of this order or otherwise refusing to leave after warning. The reasonable cost of such abatement will be assessed against **RESPONDENT(S)** and shall constitute a lien on the property. Pursuant to Escambia County Resolution R2017-132, costs in the amount of \$250.00 are awarded in favor of Escambia County as the prevailing party against **RESPONDENT(S)**.

This fine shall be forwarded to the Board of County Commissioners of Escambia County. Under the authority of Sec. 162.09, Fla. Stat., as amended, and Sec. 30-35 of the Escambia County Code of Ordinances, as amended, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All fees, fines, and costs owing hereunder shall constitute a lien upon **ALL REAL AND PERSONAL PROPERTY OWNED BY RESPONDENT(S)** including property involved

BK: 8971 PG: 1665 Last Page

BK: 8971 PG: 1595 Last Page

herein, which lien can be enforced by foreclosure and as provided by law.

RESPONDENT(S) have the right to appeal the order(s) of the Special Magistrate to the Circuit Court of Escambia County. If RESPONDENT(S) wish(es) to appeal, RESPONDENT(S) must provide notice of such appeal in writing to both the Environmental Enforcement Division at 3363 West Park Place, Pensacola, Florida 32505, and the Escambia County Circuit Court, M.C. Blanchard Judicial Building, 190 W. Government St, Pensacola, Florida, 32502, no later than **30 days** from the date of this order. Failure to timely file a Written Notice of Appeal will constitute a waiver of the right to appeal this order.

Jurisdiction is hereby retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED in Escambia County, Florida on this 2nd day of May, 2023.

A handwritten signature in black ink, appearing to read 'DeWitt D. Clark', is written over a horizontal line.

DeWitt D. Clark
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 1/31/2024 10:58 AM OR Book 9098 Page 383,
Instrument #2024007494, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$10.00

Recorded in Public Records 1/31/2024 10:35 AM OR Book 9098 Page 262,
Instrument #2024007445, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$10.00

THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR ESCAMBIA COUNTY, FLORIDA

ESCAMBIA COUNTY, FLORIDA

vs.

KENT, JOHNATHAN B
1723 WALLACE LAKE RD
PACE, FL 32571

Case No: CE2303876Z
Location: 2400 E OLIVE RD
PR #: 171S302301000002

Cost Order

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances.

- Remove all structure, signs, vehicles, etc. from County ROW; refrain from further obstruction.

Escambia County has confirmed that the property has been brought into compliance per the Special Magistrate Order. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated 5/2/2023.

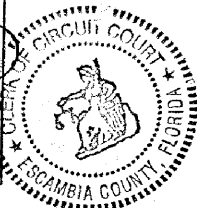
Itemized Cost		
Daily fines	\$3,740.00	\$20.00 Per Day From: <u>05/13/2023</u> To: <u>11/16/2023</u>
Fines	\$0.00	
Court Cost	\$250.00	
County Abatement Fees	\$0.00	
Administrative Costs	\$0.00	
Payments	\$0.00	
Total:	\$3,990.00	

DONE AND ORDERED at Escambia County, Florida on

January 30, 2024

DeWitt D. Clark
Special Magistrate
Office of Environmental Enforcement

CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY: [Signature] D.C.
DATE: 1-31-24



Recorded in Public Records 01/29/2013 at 08:51 AM OR Book 6966 Page 1661,
Instrument #2013006164, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$18.50

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

HANCOCK BANK
940 Creighton Road
Pensacola, FL 32504,

Plaintiff,

v.

POTTER'S AUTOCARE, INC.,
a Florida Corporation, and,
JOHNATHAN B. KENT,

Defendants.

File # 201303483
OR BK 3210 Pages 1494 - 1495
RECORDED 01/24/13 08:51:11
Donald C. Spencer, Clerk
Santa Rosa County, Florida

DEPUTY CLERK TC
#1
Trans # 553983

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

2012 OCT 16 P 3:19

CIRCUIT CIVIL DIVISION
FILED & RECORDED

CASE NO.: 11-CA-001830



"CERTIFIED TO BE A TRUE COPY OF
THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL
SEAL ERNIE LEE MAGAHA, CLERK
ESCAMBIA COUNTY, FLORIDA"

By:  D.C.

FINAL JUDGMENT

THIS MATTER was heard after Plaintiff's filing of an Affidavit of Default Under
Payment Stipulation against Defendants, Potter's Autocare, Inc., and Johnathan B. Kent,
and the Court having considered same, it is

ORDERED AND ADJUDGED that Plaintiff, Hancock Bank, recover from
Defendants, Potter's Autocare, Inc., and Johnathan B. Kent, 3100 Glasgow Court, Milton,
Florida 32583, the sum of \$287,558.87 on principal, interest and late charges, \$1,500.00
for environmental inspection fees, \$12,607.95 for force placed insurance, \$5,339.67 for
2008 property taxes, \$3,410.00 for attorneys' fees, which the Court hereby finds are
reasonable fees, with costs in the sum of \$531.26, making a total of \$310,947.75, the total
of which is as of September 20, 2012, plus a per diem thereafter of \$106.68 until the date

Case: 2011 CA 001830

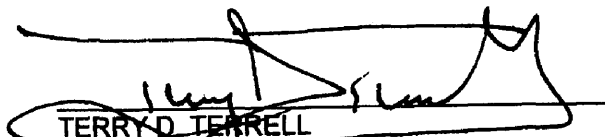

00084375609

Dkt: CA1036 Pg#: 2

15

of entry of this judgment which total shall bear interest at the rate of 4.75%, for which let execution issue.

DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida this
15th day of October, 2012.


TERRY D. TERRELL
CIRCUIT JUDGE

JF 10/22/12

Conformed copies to:

✓ Sally B. Fox, Esquire

✓ Potter's Autocare, Inc. c/o
Johnathan B. Kent
3100 Glasgow Court
Milton, FL 32583

✓ Johnathan B. Kent
3100 Glasgow Court
Milton, FL 32583

Prepared by:
Sally B. Fox, Esquire
Emmanuel, Sheppard & Condon
30 South Spring Street
Pensacola, FL 32502

Recorded in Public Records 02/27/2013 at 03:04 PM OR Book 6980 Page 606,
Instrument #2013013735, Pam Childers Clerk of the Circuit Court Escambia
County, FL

Recorded in Public Records 02/26/2013 at 08:37 AM OR Book 6979 Page 667,
Instrument #2013013221, Pam Childers Clerk of the Circuit Court Escambia
County, FL

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA **FEB 21 P 3:03**

AUTO TRUCK AND INDUSTRIAL
PARTS AND SUPPLY, INC., a Florida
corporation,

CIRCUIT CIVIL DIVISION
FILED & RECORDED

Plaintiff,

CASE NO. 2012 CA 002914

vs.

POTTER'S AUTOCARE, INC.,
a Florida corporation, and
JOHNATHAN B. KENT,

Defendants.



CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
DATE: 2/27/13 D.C.

FINAL JUDGMENT

THIS CAUSE came before the Court upon Plaintiff's Motion For Summary Judgment,
and the Court finding that Plaintiff is entitled to the requested relief,

It is adjudged as follows:

1. That the Plaintiff, Auto Truck and Industrial Parts and Supply, Inc., a Florida corporation (the "Plaintiff"), whose address is P.O. Box 1379, Gulf Breeze, Florida 32563, shall recover from Defendants, Potter's Autocare, Inc., a Florida corporation, and Johnathan B. Kent (the "Defendants"), whose last known addresses are 2400 East Olive Road, Pensacola, Florida 32514, the principal amount of \$21,382.83, together with interest through December 31, 2012, in the amount of \$35,160.27, together with interest from December 31, 2012 through February 20, 2013 in the amount of \$538.05, plus attorney's fees in the amount of \$1,200.00, plus filing fees in the amount of \$420.00, plus service of process fees in the amount of \$80.00, for a total amount of \$58,781.15. The total judgment amount shall bear interest at 4.75% for each day following the date of entry of this Final Judgment, for all of which let execution issue.

2. That the judgment debtors shall complete under oath Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), attached hereto as Exhibit "A" including all required attachments, and serve upon the judgment creditor's attorney, or the judgment creditor,

Case: 2012 CA 002914



00057919983

Dkt: CA1310 Pg#: 7


10

BK: 6980 PG: 607

BK: 6979 PG: 668

within 45 days of the date of this Final Judgment, unless the Final Judgment is satisfied or post judgment discovery is stayed.

ORDERED in Escambia County, Florida on this 21st day of February, 2013.



Honorable Perry D. Terrell
Circuit Court Judge

Original: Clerk
Copies to: ✓ Potter's Autocare, Inc. a Florida corporation
✓ Johnathan B. Kent
✓ Richard M. Colbert, Esq.

PP
2/26/13

G:\Doc\Case Pleadings\Case\Auto Truck\Potters Autocare\Final Judgment

EXHIBIT "A"

FORM 1.977. FACT INFORMATION SHEET

(a) For Individuals.

(CAPTION)

FACT INFORMATION SHEET

Full Legal Name: _____
Nicknames or Aliases: _____
Residence Address: _____
Mailing Address (if different): _____
Telephone Numbers: (Home) _____ (Business) _____
Name of Employer: _____
Address of Employer: _____
Position or Job Description: _____
Rate of Pay: \$ _____ per _____. Average Paycheck: \$ _____ per _____.
Average Commissions or Bonuses: \$ _____ per _____.
Commissions or bonuses are based on _____.
Other Personal Income: \$ _____ from _____.
(Explain details on the back of this sheet or an additional sheet if necessary.)
Social Security Number: _____ Birthdate: _____
Driver's License Number: _____
Marital Status: _____ Spouse's Name: _____

Spouse Related Portion

Spouse's Address (if different): _____
Spouse's Social Security Number: _____ Birthdate: _____
Spouse's Employer: _____
Spouse's Average Paycheck or Income: \$_____ per _____
Other Family Income: \$_____ per _____ (Explain details on back of this sheet or an additional sheet if necessary.)
Describe all other accounts or investments you may have, including stocks, mutual funds, savings bonds, or annuities, on the back of this sheet or on an additional sheet if necessary.

Names and Ages of All Your Children (and addresses if not living with you): _____
Child Support or Alimony Paid: \$_____ per _____
Names of Others You Live With: _____
Who is Head of Your Household? _____ You _____ Spouse _____ Other Person
Checking Account at: _____ Account # _____
Savings Account at: _____ Account # _____

For Real Estate (land) You Own or Are Buying:
Address: _____
All Names on Title: _____
Mortgage Owed to: _____
Balance Owed: _____
Monthly Payment: \$_____

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

For All Motor Vehicles You Own or Are Buying:
Year/Make/Model: _____ Color: _____
Vehicle ID #: _____ Tag No: _____ Mileage: _____
Names on Title: _____ Present Value: \$_____
Loan Owed to: _____
Balance on Loan: \$_____
Monthly Payment: \$_____

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

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

Does anyone owe you money? Amount Owed: \$_____

Name and Address of Person Owning Money: _____

BK: 6980 PG: 610

BK: 6979 PG: 671

Reason money is owed: _____

Please attach copies of the following:

- a. Your last pay stub.
- b. Your last 3 statements for each bank, savings, credit union, or other financial account.
- c. Your motor vehicle registrations and titles.
- d. Any deeds or titles to any real or personal property you own or are buying, or leases to property you are renting.
- e. Your financial statements, loan applications, or lists of assets and liabilities submitted to any person or entity within the last 3 years.
- f. Your last 2 income tax returns filed.

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

Judgment Debtor

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this day of, (year), by who is personally known to me or has produced as identification and whodid/did not..... take an oath.

WITNESS my hand and official seal, this day of,(year).....

Notary Public
State of Florida

My Commission expires:

THE JUDGMENT DEBTOR SHALL FILE WITH THE CLERK OF THE COURT A NOTICE OF COMPLIANCE AFTER THE ORIGINAL FACT INFORMATION SHEET, TOGETHER WITH ALL ATTACHMENTS, HAS BEEN DELIVERED TO THE JUDGMENT CREDITOR'S ATTORNEY, OR TO THE JUDGMENT CREDITOR IF THE JUDGMENT CREDITOR IS NOT REPRESENTED BY AN ATTORNEY.

(b) For Corporations and Other Business Entities.

(CAPTION)

FACT INFORMATION SHEET

November 30, 2012

Florida Rules of Civil Procedure

167

Name of entity: _____
Name and title of person filling out this form: _____
Telephone number: _____
Place of business: _____
Mailing address (if different): _____
Gross/taxable income reported for federal income tax purposes last three years:
\$ _____/\$ _____ \$ _____/\$ _____ \$ _____/\$ _____
Taxpayer identification number: _____
Is this entity an S corporation for federal income tax purposes? ____ Yes ____ No
Average number of employees per month _____
Name of each shareholder, member, or partner owning 5% or more of the entity's common stock, preferred stock, or other equity interest:

Names of officers, directors, members, or partners: _____

Checking account at: _____ Account # _____
Savings account at: _____ Account # _____
Does the entity own any vehicles? ____ Yes ____ No
For each vehicle please state:
Year/Make/Model: _____ Color: _____
Vehicle ID No: _____ Tag No: _____ Mileage: _____
Names on Title: _____ Present Value: \$ _____
Loan Owed to: _____
Balance on Loan: \$ _____
Monthly Payment: \$ _____
Does the entity own any real property? ____ Yes ____ No
If yes, please state the address(es): _____

Please check if the entity owns the following:
____ Boat
____ Camper
____ Stocks/bonds
____ Other real property
____ Other personal property
Please attach copies of the following:
1. Copies of state and federal income tax returns for the past 3 years.
2. All bank, savings and loan, and other account books and statements for accounts in institutions in which the entity had any legal or equitable interest for the past 3 years.
3. All canceled checks for the 12 months immediately preceding the service date of this Fact Information Sheet for accounts in which the entity held any legal or equitable interest.
4. All deeds, leases, mortgages, or other written instruments evidencing any interest in or ownership of real property at any time within the 12 months immediately preceding the date this lawsuit was filed.

BK: 6980 PG: 612 Last Page

BK: 6979 PG: 673 Last Page

- 5. Bills of sale or other written evidence of the gift, sale, purchase, or other transfer of any personal or real property to or from the entity within the 12 months immediately preceding the date this lawsuit was filed.
- 6. Motor vehicle or vessel documents, including titles and registrations relating to any motor vehicles or vessels owned by the entity alone or with others.
- 7. Financial statements as to the entity's assets, liabilities, and owner's equity prepared within the 12 months immediately preceding the service date of this Fact Information Sheet.
- 8. Minutes of all meetings of the entity's members, partners, shareholders, or board of directors held within 2 years of the service date of this Fact Information Sheet.
- 9. Resolutions of the entity's members, partners, shareholders, or board of directors passed within 2 years of the service date of this Fact Information Sheet.

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

Judgment Debtor's Designated
Representative/Title

STATE OF FLORIDA
COUNTY OF

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

WITNESS my hand and official seal, this day of,(year).....

Notary Public
State of Florida

My Commission expires:

THE JUDGMENT DEBTOR SHALL FILE WITH THE CLERK OF THE COURT A NOTICE OF COMPLIANCE AFTER THE ORIGINAL FACT INFORMATION SHEET, TOGETHER WITH ALL ATTACHMENTS, HAS BEEN DELIVERED TO THE JUDGMENT CREDITOR'S ATTORNEY, OR TO THE JUDGMENT CREDITOR IF THE JUDGMENT CREDITOR IS NOT REPRESENTED BY AN ATTORNEY.

Recorded in Public Records 04/15/2016 at 10:29 AM OR Book 7507 Page 1752,
Instrument #2016027158, Pam Childers Clerk of the Circuit Court Escambia
County, FL

IN THE CIRCUIT COURT OF THE FIRST
JUDICIAL DISTRICT IN AND FOR
ESCAMBIA COUNTY, FLORIDA

CIVIL DIVISION

CASE NO. 2015 CA 001604

WHITNEY BANK, a Mississippi state
chartered bank, formerly known as
HANCOCK BANK, a Mississippi state
chartered bank, as assignee of the FDIC
as Receiver for Peoples First Community
Bank, a Florida banking corporation,

Plaintiff,

v.

JOHNATHAN B. KENT

Defendant.

FINAL JUDGMENT OF MONEY DAMAGES

This cause came before the Court on April 11, 2016, upon plaintiff's Motion for Final Judgment of Money Damages following Default (hereinafter the "Motion"). Upon consideration of the Motion, after hearing argument of counsel, examination of the pleadings and papers on file, and being further advised in the premises, the Court **ORDERS** and **ADJUDGES** that judgment is entered in favor of the plaintiff, Whitney Bank, a Mississippi state-chartered bank, formerly known as Hancock Bank, a Mississippi state-chartered bank ("Plaintiff" or "Whitney Bank"), as follows:

1. The Motion is hereby **GRANTED**. The Court finds that it has jurisdiction over the subject matter as well as plaintiff, Whitney Bank and defendant, Jonathan B. Kent.

2. The Court further adjudges that Plaintiff, Whitney Bank, whose address is 2510 14th Street, One Hancock Plaza, 7th Floor, Gulfport, MS 29502; P.O. Box 4020, shall recover from

{M1116118.1}

defendant, Jonathan B. Kent, whose address is 2400 East Olive Road, Pensacola, FL 32514, the following sums:

Principal Balance	\$ 73,893.89
Note Rate Interest through 8/15/11	\$ 376.55
Default Interest at 17.5% from 8/16/11 through 12/29/15	\$ 56,543.84
Appraisal Fees	\$ 445.00
Attorney's Fees.	\$ 1,620.00
Costs.	\$ 533.10
Default Interest from 12/30/15 through 4/11/16 (per diem of \$35.4285774 for 104 days)	\$ 3,684.57
Total	\$ 137,096.95

3. The grand total amount due and owing to which Paragraph 2 refers shall bear interest from this date forward at the prevailing legal rate of interest, for which let execution issue.

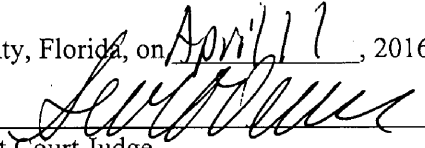
4. Plaintiff may assign this judgment without further order of the Court. It is further **ORDERED** and **ADJUDGED** that defendant, Jonathan B. Kent, shall complete under oath Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet) and serve it on the Plaintiff's attorney within 45 days from the date of this final judgment, unless the judgment is satisfied or post-judgment discovery is stayed.

5. The Court retains jurisdiction to enter further judgments and orders that are proper, including, without limitation, an order compelling the defendant Jonathan B. Kent to complete Form 1.977, including all required attachments, and serve it on judgment creditor's attorney, or the judgment creditor if the judgment creditor is not represented by an attorney; and/or further orders that are just and proper to adjudicate all claims in this action other than the

{M1116118.1}

claims resolved by this Final Monetary Judgment and any post-judgment proceedings initiated herein.

ORDERED in chambers at Escambia County, Florida, on April 11, 2016.


Circuit Court Judge

Copies furnished to:
Ben H. Harris, III, Esq.
Barry S. Turner, Esq.
JONES WALKER LLP
201 South Biscayne Boulevard, Suite 2600
Miami, Florida 33131
miamiservice@joneswalker.com
Counsel for Plaintiff

Jonathan B. Kent
2400 E. Olive Road,
Pensacola, Florida 32514

E-served on 4/14/16

{M1116118.1}

Recorded in Public Records 6/28/2019 10:08 AM OR Book 8120 Page 701,
Instrument #2019056408, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$10.00



Florida Department of Revenue Warrant

Johnathan Bunt Kent III

Taxpayer: ~~Jonathan Kent~~
2400 E Olive Rd
Pensacola, FL 32514

AMENDED

The purpose of this document is to correct the name on our original filing done on 05/17/17 and recorded in book 7714, page 80. This documentation does not constitute a new warrant.

Tax : Sales and Use
Business Partner # : 1244258
Contract Object # :
FEIN :
Warrant # : 213.29 1244258/1244256

Re: Warrant(s) issued under Chapter(s)
212, Florida Statutes

THE STATE OF FLORIDA
TO ALL AND SINGULAR, THE CLERKS OF THE CIRCUIT COURTS AND
ALL AND SINGULAR, THE SHERIFFS OF THE STATE OF FLORIDA

WARRANT FOR COLLECTION OF DELINQUENT Sales and Use TAX(ES).

The taxpayer named above in the County of Escambia, is indebted to the Department of Revenue, State of Florida, in the following amounts:

TAX	\$
PENALTY	\$ 27,977.82
INTEREST	\$
TOTAL	\$ 27,977.82
FEE(S)	\$ 20.00
GRAND TOTAL	\$ 27,997.82

For returns due on or before December 31, 1999, interest is due at the rate of 12% per annum. For returns due on or after January 1, 2000, a floating rate of interest applies in accordance with section 213.235, Florida Statutes.

Witness my hand and official seal in this City of Pensacola, Escambia County, Florida,
this 11th day of May, 2017.

Leon M. Biegalski
Executive Director
Department of Revenue, State of Florida

This instrument prepared by:

Authorized Agent

Please bill to:

Pensacola Service Center
3670 North L St Bldg C
Pensacola, FL 32505



DR-78
R. 04/16

Recorded in Public Records 1/26/2022 9:45 AM OR Book 8708 Page 1386,
Instrument #2022007826, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$61.00

Recorded in Public Records 3/9/2020 11:08 AM OR Book 8259 Page 1552,
Instrument #2020020527, Pam Childers Clerk of the Circuit Court Escambia
County, FL

Filing # 104480046 E-Filed 03/06/2020 01:57:28 PM

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION,

Plaintiff,

vs.

Case No.: 019-CA-001839

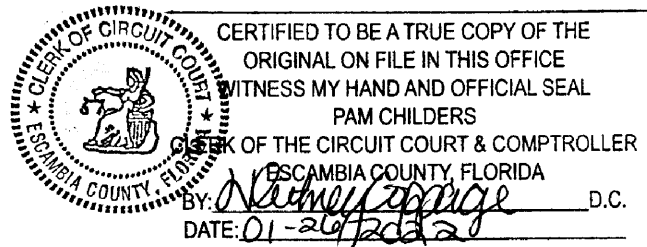
JOHNATHAN B. KENT, INDIVIDUALLY
And POTTERS AUTO CARE INC.,

Defendants.

ORDER FOR FINAL JUDGMENT ON DEFAULT

THIS MATTER came before the Court upon the State of Florida Department of Environmental Protection's Motion for Entry of Final Judgment After Default against Defendant, Johnathan B. Kent (Defendant Kent) and Defendant, Potters Auto Care Inc. (Defendant PAC) (Collectively, "Defendants"). Having considered the Motion, and being otherwise fully advised, the Court hereby finds:

1. The Court has jurisdiction over the subject matter and the Parties.
2. The Plaintiff, State of Florida Department of Environmental Protection (Department) is an administrative agency of the State of Florida created by section 20.255, Florida Statutes, which is authorized to enforce the environmental laws of Florida, including chapter 403, Florida Statutes, and all rules promulgated thereunder in Florida Administrative Code Title 62.
3. Defendant Kent is an individual who owns nonresidential real property located at 2400 E. Olive Road, Pensacola, Florida 32514, Escambia County Parcel Identification Number 171S302301000002 (Property).



BK: 8708 PG: 1387**BK: 8259 PG: 1553**

4. Defendant PAC was a Florida Profit Company whose principal place of business is located at 2400 E. Olive Road, Pensacola, Florida 32514.

5. Defendant PAC owned and operated an automotive repair facility on the Property from November 22, 2016 until September 22, 2017 (Facility).

6. Pursuant to section 120.69, Florida Statutes, the Department has authority to bring a civil action on behalf of the State of Florida seeking penalties and injunctive relief for the enforcement of an administrative final order.

7. On December 7, 2018, Defendant issued a Notice of Violations, Orders for Corrective Actions, and Administrative Penalties Assessment (NOV), against the Defendant.

8. On September 6, 2019, the Department issued an administrative Final Order against the Defendants, which adopted the corrective actions from the NOV (Final Order).

9. On November 8, 2019, the Department filed its Petition for Enforcement (Petition) against the Defendants to enforce the requirements of the Final Order.

10. On August 28, 2019, the Clerk of the Circuit Court of Escambia County issued a Clerk Default against the Defendants. Due to the Defendants' default, the well-plead allegations of the Department's petition are all deemed admitted. Therefore, the Defendant has admitted that they have not complied with the terms of the Final Order.

11. Section 403.131, Florida Statutes, authorizes the Court to impose injunctive relief to enforce compliance with "any rule, regulation, permit, certification, or order."

WHEREFORE, based on the Court's findings as described above, it is hereby **ORDERED AND ADJUDGED** that:

12. The Department's Motion for Entry of Final Judgment After Default is **GRANTED**.

BK: 8708 PG: 1388**BK: 8259 PG: 1554**

13. Final Judgment is hereby entered in favor of the Plaintiff, State of Florida Department of Environmental Protection, and against the Defendants, Johnathan B. Kent and Potters Auto Care Inc., in the above styled action.

14. The Department is hereby awarded the following permanent injunctive relief to remedy the established violations on the Property in this action:

- a. Commencing immediately and henceforth, Respondents shall forthwith comply with all Department rules regarding used oil management and disposal; shall correct and redress all violations in the time periods required below; and shall comply with all applicable rules in Fla. Admin. Code Chapter 62-710 and 62-730, and Title 40, Code of Federal Regulations (C.F.R.) Parts 260 through 266 and Parts 268 and 279;
- b. Within 30 days of the effective date of this Order, Defendants shall properly cleanup releases of used oil in accordance with all the requirements of Fla. Admin. Code Rules 62-780.525 – “Interim Source Removal” and submit all documents related to this activity to: Florida Department of Environmental Protection, Attn: Waste Cleanup Section, 160 West Government Street, Suite 308, Pensacola, Florida 32502;
- c. Immediately upon the start, and until the completion, of cleanup activities required by subparagraph (14b) above, the Defendants shall submit to the Department receipts from the excavation and disposal of the contaminated soil to the address provided in subparagraph (14b) above. Records that may result from additional used oil disposal during site closure must also be submitted to

BK: 8708 PG: 1389**BK: 8259 PG: 1555**

the Department. Records should reflect (a) transport with a registered used oil hauler, and (b) proper disposal to the designated facility.;

- d. Immediately upon the completion of the cleanup activities required by subparagraph (14b) above, Defendants shall provide notification of business closure to the Department using Florida's Notification of Regulated Waste Activity Form 8700-12FL.;
- e. Immediately upon the effective date of this Order, Defendants shall (a) collect all used oil filters, (b) oversee disposal with a registered hauler and designated facility, and (c) submit disposal records to the Department at the address provided in subparagraph (14b) above;
- f. Within 30 days of the effective date of this Order, Defendants shall make payments to the Department for costs and expenses in the amount of \$500.00 in settlement of the matters addressed in this Order. Payment shall be made [by cashier's check, money order or on-line payment. Cashier's check or money order shall be made payable to the "State of Florida Department of Environmental Protection" and shall include thereon the notations "OGC Case No.18-0144" and "Water Quality Assurance Trust Fund." The payment shall be sent to the State of Florida Department of Environmental Protection, 160 W. Government Street, Pensacola, Florida 32502. Online payments by e-check can be made by going to the DEP Business Portal at: <http://www.fldeportal.com/go/pay/>. It will take a number of days after this order becomes final and effective filed with the Clerk of the Department before ability to make online payment is available];

BK: 8708 PG: 1390

BK: 8259 PG: 1556

g. Within 30 days of the effective date of this Order, Defendants shall make payment to the Department in the amount of \$5,500.00 for administrative penalties for the violations outlines herein. Payment shall be made [by cashier's check or money order. Cashier's check or money order shall be made payable to the "State of Florida Department of Environmental Protection" and shall include thereon the notations "OGC Case No.18-0144" and "Water Quality Assurance Trust Fund." The payment shall be sent to the State of Florida Department of Environmental Protection, 160 W. Government Street, Pensacola, Florida 32502. Online payments by e-check can be made by going to the DEP Business Portal at: <http://www.fldepportal.com/go/pay/>. It will take a number of days after this order becomes final and effective filed with the Clerk of the Department before ability to make online payment is available.

15. The Department shall recover from the Defendant the total sum of \$6,000.00: \$5,500.00 in administrative penalties and \$500.00 in costs, as delineated in paragraphs 14(f) and (g), together with the interest rate provided by section 55.03, Florida Statutes as of the date of below until paid in full, for which let execution issue.

16. Payment shall be made by cashier's check, money order, or online payment. Cashier's check or money order shall be made payable to the "State of Florida Department of Environmental Protection" and shall include thereon the notations "OGC Case No. 18-0144" and "Water Quality Assurance Trust Fund." The payment shall be sent to the State of Florida Department of Environmental Protection, 160 W. Government Street, Pensacola, Florida 32502. Online payments by e-check can be made by going to the DEP Business Portal at: <http://www.fldepportal.com/go/pay/>.

BK: 8708 PG: 1391

BK: 8259 PG: 1557

17. All submittals and or documentation required by this Order shall be sent to the Florida Department of Environmental Protection, Northwest District Office, 160 W. Government Street, Pensacola, Florida 32502.

18. It is further ordered and adjudged that the Defendants, as judgment debtors, shall both complete under oath the Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments, and serve it on the Department's attorney, at 3900 Commonwealth Boulevard, MS 35, Tallahassee, Florida, 32399, within 45 days from the effective date of this Order, unless the Order is satisfied, or post-judgment discovery is stayed. Failure to complete Form 1.977 as ordered may be considered contempt of court. Upon the serving of the completed forms, the Defendants are required to file a notice of compliance with the clerk of court and serve a copy of the notice on the Department's attorney.

19. Entry of this Order does not relieve the Defendants of the need to comply with any applicable federal, state or local laws, regulations, or ordinances.

20. The Department shall also be entitled to payment of reasonable attorney's fees incurred by the Department to enforce any provision of this Order.

21. This Court shall retain jurisdiction of this action to enforce the provisions of this Order.

DONE AND ORDERED in chambers in Escambia County, Florida.



eSigned by CIRCUIT COURT JUDGE COLEMAN L. ROBINSON in 2019 CA 001839
on 03/06/2020 11:40:08 pkAP3ECE

Honorable Coleman Lee Robinson
Circuit Court Judge

BK: 8708 PG: 1392 Last Page

BK: 8259 PG: 1558 Last Page

Copies to:

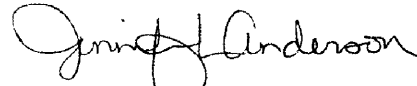
Via E-Service

Kathryn E. D. Lewis
Department of Environmental Protection
Email: Kathryn.Lewis@FloridaDEP.gov
Michelle.M.Knight@FloridaDEP.gov

Via US Mail

Potters Auto Care Inc.
c/o Johnathan B. Kent
2400 E. Olive Road
Pensacola, Florida 32514

Johnathan B. Kent
1734 Wallace Lake Road
Pace, Florida 32571



eSigned by Jennifer Anderson in 2019 CA 001839
on 03/06/2020 12:53:19 sitUSJR0o

Jennifer Anderson, Judicial Assistant

ESCAMBIA COUNTY SHERIFF'S OFFICE
ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE

0226.54

Document Number: ECSO25CIV056667NON

Agency Number: 26-002173

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT NO 00709 2023

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE: JOHNATHAN B KENT

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 12/19/2025 at 8:52 AM and served same at 9:20 AM on 12/29/2025 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY , the within named, to wit: , .

POSTED TO PROPERTY PER CLERKS OFFICE INSTRUCTIONS

CHIP W SIMMONS, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By: _____


C. CEPHAS, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: CNMORTON

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON February 4, 2026, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE TAX COLLECTOR IMMEDIATELY AT 850-438-6500 EXT. 3324.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That JPL INVESTMENTS CORP AND OCEAN BANK holder of Tax Certificate No. 00709, issued the 1st day of June, A.D., 2023 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 SW COR OF NW1/4 OF SEC ELY ALG S LI OF NW1/4 15 FT FOR POB NLY PARL TO W LI OF SEC 114 3/100 FT ELY AT RT ANG 139 FT SLY AT RT ANG 146 93/100 FT TO OLIVE RD WLY ALG OLIVE RD 139 FT TO INTER OF OLIVE RD AND BINKLEY AVE NLY 32 9/10 FT TO POB OR 5039 P 1973

SECTION 17, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 022368500 (0226-54)

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

JOHNATHAN B KENT

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 10:00 A.M. on the first Wednesday in the month of February, which is the 4th day of February 2026.

Dated this 12th day of December 2025.

TO RECEIVE FURTHER INFORMATION REGARDING THE UNPAID TAXES PLEASE CONTACT THE TAX COLLECTOR AT 850-438-6500 EXT. 3324, OR VISIT THE DOWNTOWN LOCATION AT 213 PALAFOX PLACE, PENSACOLA, FL 32502. THE PROPERTY WILL BE SOLD AT AUCTION UNLESS THE BACK TAXES ARE PAID.

IF YOU HAVE QUESTIONS REGARDING THE AUCTION PROCESS, PLEASE CONTACT THE TAX DEEDS DIVISION AT 850-595-3793 OR EMAIL TAXDEEDS@ESCAMBIACLERK.COM

Post Property:

2400 E OLIVE RD 32514



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

IF THE PROPERTY PROCEEDS TO SALE, YOU WILL RECEIVE NOTICE FROM US REGARDING SURPLUS FUNDS. YOU MAY CLAIM THE FUNDS DIRECTLY FROM OUR OFFICE, FREE OF CHARGE. PAYING A FEE FROM THE SURPLUS FOR ASSISTANCE FROM A THIRD PARTY IS NOT REQUIRED.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING
NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 00709 of 2023

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on December 18, 2025, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

JOHNATHAN B KENT 1723 WALLACE LAKE RD PACE, FL 32571	JOHNATHAN BUNT KENT 5805 GAZEBO ST MILTON FL 32583	
	JOHNATHAN B KENT 3100 GLASCOW CT MILTON FL 32583	PENSACOLA SERVICE CENTER 3670 NORTH L ST BLDG C PENSACOLA FL 32505
	JOHNATHAN BUNT KENT III 2400 E OLIVE RD PENSACOLA FL 32514	WHITNEY BANK F/K/A HANCOCK BANK 2510 14TH ST 7TH FL GULFPORT MS 39502
	AUTO TRUCK AND INDUSTRIAL PARTS AND SUPPLY INC PO BOX 1379 GULF BREEZE FL 32563	HANCOCK BANK 940 CREIGHTON RD PENSACOLA FL 32504
ESCAMBIA COUNTY / COUNTY ATTORNEY 221 PALAFOX PLACE STE 430 PENSACOLA FL 32502		ESCAMBIA COUNTY OFFICE OF CODE ENFORCEMENT ESCAMBIA CENTRAL OFFICE COMPLEX 3363 WEST PARK PLACE PENSACOLA FL 32505
	FLORIDA DEPT OF REVENUE 2205B LA VISTA AVE PENSACOLA FL 32504	DEPT OF ENVIRONMENTAL PROTECTION ATTN WASTE CLEANUP SECTION 160 W GOVERNMENT ST STE 308 PENSACOLA FL 32502

WITNESS my official seal this 18th day of December 2025.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By:
Emily Hogg
Deputy Clerk

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON February 4, 2026, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE TAX COLLECTOR IMMEDIATELY AT 850-438-6500 EXT. 3324.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That JPL INVESTMENTS CORP AND OCEAN BANK holder of Tax Certificate No. 00709, issued the 1st day of June, A.D., 2023 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:

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SECTION 17, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 022368500 (0226-54)

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

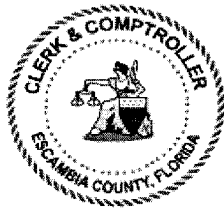
JOHNATHAN B KENT

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 10:00 A.M. on the **first** Wednesday in the month of February, which is the **4th day of February 2026**.

Dated this 15th day of December 2025.

TO RECEIVE FURTHER INFORMATION REGARDING THE UNPAID TAXES PLEASE CONTACT THE TAX COLLECTOR AT 850-438-6500 EXT. 3324, OR VISIT THE DOWNTOWN LOCATION AT 213 PALAFOX PLACE, PENSACOLA, FL 32502. THE PROPERTY WILL BE SOLD AT AUCTION UNLESS THE BACK TAXES ARE PAID.

IF YOU HAVE QUESTIONS REGARDING THE AUCTION PROCESS, PLEASE CONTACT THE TAX DEEDS DIVISION AT 850-595-3793 OR EMAIL TAXDEEDS@ESCAMBIACLERK.COM



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

IF THE PROPERTY PROCEEDS TO SALE, YOU WILL RECEIVE NOTICE FROM US REGARDING SURPLUS FUNDS. YOU MAY CLAIM THE FUNDS DIRECTLY FROM OUR OFFICE, FREE OF CHARGE. PAYING A FEE FROM THE SURPLUS FOR ASSISTANCE FROM A THIRD PARTY IS NOT REQUIRED.

WARNING

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JOHNATHAN B KENT

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Dated this 12th day of December 2025.

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Post Property:

2400 E OLIVE RD 32514



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

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JOHNATHAN B KENT

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IF YOU HAVE QUESTIONS REGARDING THE AUCTION PROCESS, PLEASE CONTACT THE TAX DEEDS DIVISION AT 850-595-3793 OR EMAIL TAXDEEDS@ESCAMBIACLERK.COM

Personal Services:

JOHNATHAN B KENT
1723 WALLACE LAKE RD
PACE, FL 32571

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By:
Emily Hogg
Deputy Clerk

IF THE PROPERTY PROCEEDS TO SALE, YOU WILL RECEIVE NOTICE FROM US REGARDING SURPLUS FUNDS. YOU MAY CLAIM THE FUNDS DIRECTLY FROM OUR OFFICE, FREE OF CHARGE. PAYING A FEE FROM THE SURPLUS FOR ASSISTANCE FROM A THIRD PARTY IS NOT REQUIRED.