



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

1125-04

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	KEYS FUNDING LLC - 2023 PO BOX 71540 PHILADELPHIA, PA 19176-1540	Application date	Apr 21, 2025
Property description	JOHNSON TAMEKIA VIRGINIA 904 W JORDAN ST PENSACOLA, FL 32501 904 W JORDAN ST 06-2672-000 LTS 14 & 15 BLK 21 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR 1028/2365 P 603/759 OR 5647 P 1092 OR 6268 (Full legal attached.)	Certificate #	2023 / 2773
		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)
# 2023/2773	06/01/2023	570.43	28.52	598.95
→ Part 2: Total*				598.95

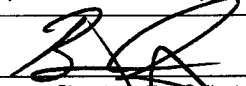
Part 3: Other Certificates Redeemed by Applicant (Other than County)

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)
# 2024/2936	06/01/2024	575.39	6.25	38.24	619.88
Part 3: Total*					619.88

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	1,218.83
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	505.17
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)	2,099.00

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

Sign here: 	Escambia, Florida
Signature Tax Collector or Designee	Date April 24th, 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.	29,309.00
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>11/05/2025</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS

Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

LTS 14 & 15 BLK 21 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR 1028/2365 P 603/759 OR 5647 P 1092 OR 6268 P 1004
CASE # 90-130-CP-03

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2500311

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

KEYS FUNDING LLC - 2023

PO BOX 71540

PHILADELPHIA, PA 19176-1540,

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
06-2672-000	2023/2773	06-01-2023	LTS 14 & 15 BLK 21 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR 1028/2365 P 603/759 OR 5647 P 1092 OR 6268 P 1004 CASE # 90-130-CP-03

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

KEYS FUNDING LLC - 2023

PO BOX 71540

PHILADELPHIA, PA 19176-1540

04-21-2025

Application Date

Applicant's signature



Gary "Bubba" Peters

Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

[Back](#)

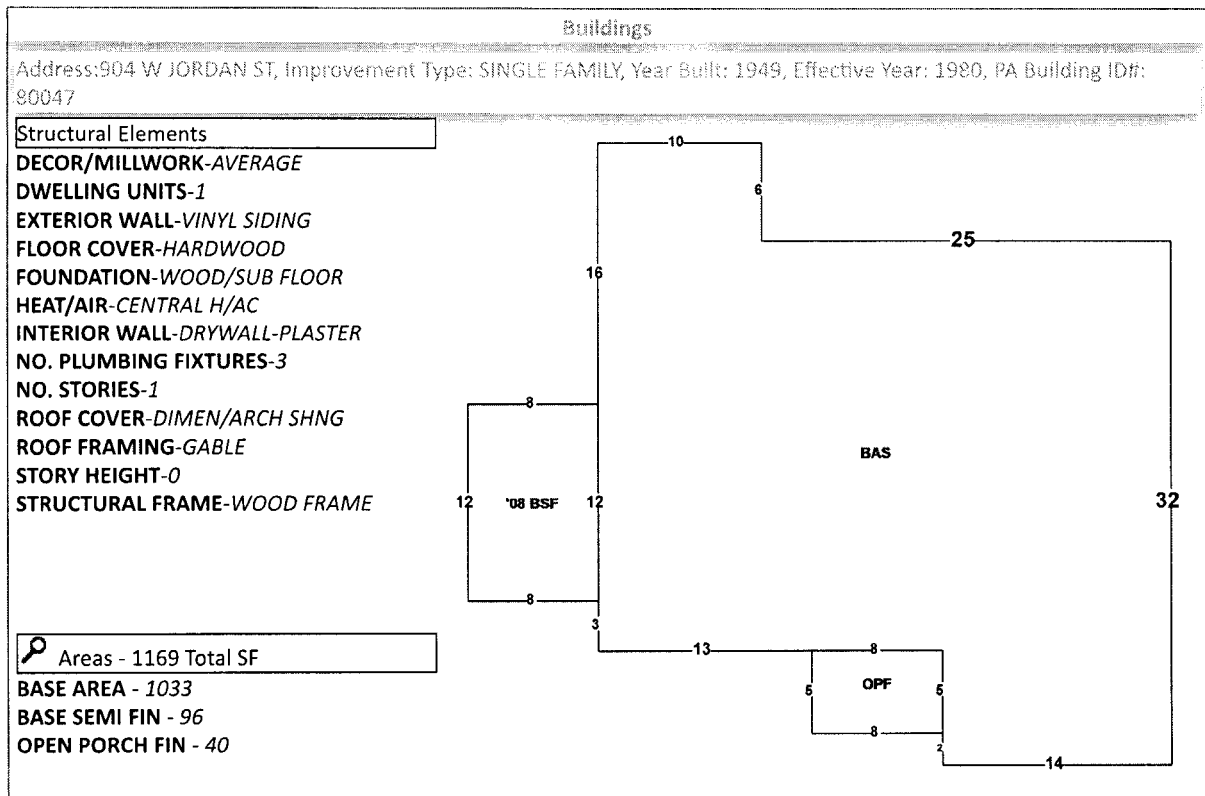
← Nav. Mode ☒ Account ☐ Parcel ID →

[Printer Friendly Version](#)

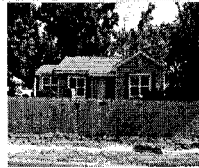
General Information		Assessments				
Parcel ID:	182S306000014021	Year	Land	Imprv	Total	Cap Val
Account:	062672000	2024	\$16,800	\$101,879	\$118,679	\$58,618
Owners:	JOHNSON TAMEKIA VIRGINIA	2023	\$16,800	\$96,439	\$113,239	\$56,911
Mail:	904 W JORDAN ST PENSACOLA, FL 32501	2022	\$12,600	\$87,249	\$99,849	\$55,254
Situs:	904 W JORDAN ST 32501	Disclaimer				
Use Code:	SINGLE FAMILY RESID	Tax Estimator				
Taxing Authority:	COUNTY MSTU	Change of Address				
Tax Inquiry:	Open Tax Inquiry Window	File for Exemption(s) Online				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector		Report Storm Damage				

Sales Data Type List:							2024 Certified Roll Exemptions
Sale Date	Book	Page	Value	Type	Multi Parcel	Records	HOMESTEAD EXEMPTION
12/28/2007	6268	1004	\$100	QC	N		
05/2005	5647	1092	\$100	CJ	N		
10/1990	2943	166	\$100	QC	N		
10/1990	2943	164	\$8,000	QC	N		
02/1990	2814	566	\$100	CJ	N		
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller							Legal Description LTS 14 & 15 BLK 21 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR 1028/2365 P 603/759 OR 5647 P 1092 OR 6268 P 1004 CASE #...
							Extra Features FRAME BUILDING

Parcel Information		Launch Interactive Map	
Section	50		
Map Id:	18-25-30		
Approx. Acreage:	0.1928		
Zoned:	Com		
Evacuation & Flood Information	Open Report		
		View Florida Department of Environmental Protection(DEP) Data	



Images



4/19/2022 12:00:00 AM

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

Last Updated: 05/14/2025 (td: 4507)

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **KEYS FUNDING LLC** holder of **Tax Certificate No. 02773**, 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:

LTS 14 & 15 BLK 21 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR 1028/2365 P 603/759 OR 5647 P 1092 OR 6268 P 1004 CASE # 90-130-CP-03

SECTION 18, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 062672000 (1125-04)

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

TAMEKIA VIRGINIA JOHNSON

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

Dated this 16th 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 #: 06-2672-000 CERTIFICATE #: 2023-2773

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: August 8, 2005 to and including August 8, 2025 Abstractor: Andrew Hunt

BY



Michael A. Campbell,
As President
Dated: August 11, 2025

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

August 11, 2025

Tax Account #: **06-2672-000**

1. The Grantee(s) of the last deed(s) of record is/are: **TAMEKIA VIRGINIA JOHNSON**

By Virtue of Quit Claim Deed recorded 12/28/2007 in OR 6268/1004 together with Power of Attorney recorded 2/14/2008 and Order of Summary Administration recorded 5/26/2005 in OR 5647/1092

ABSTRACTOR'S NOTE: QUIT CLAIM DEED WAS SIGNED BY TAMEKIA VIRGINIA JOHNSON AS POA FOR DESSIE WILKERSON TO TAMEKIA VIRGINIA JOHNSON WHICH MAY BE INVALID SO WE HAVE INCLUDED THE ESTATE OF DESSIE WILKERSON FOR NOTIFICATION. DEATH CERTIFICATE LISTS A TAMEKIA JOHNSON NMI AS DESSIE'S DAUGHTER AND WE FIND NO PROBATE

2. The land covered by this Report is: **See Attached Exhibit "A"**
3. The following unsatisfied mortgages, liens, and judgments affecting the land covered by this Report appear of record:
- a. Mortgage in favor of SunTrust Bank recorded 1/16/2007 – OR 6068/941 together with modification recorded 4/26/2007 – OR 6133/1749 and modification recorded 9/15/2017 – OR 7777/1557**
 - b. Judgment in favor of CitiBank (South Dakota) recorded 5/1/2012 – OR 6851/507**
 - c. Judgment in favor of Lendmark Financial Services recorded 9/4/2015 – OR 7402/1414**
 - d. Judgment in favor of JPMorgan Chase Bank recorded 11/28/2023 – OR 9073/677**
 - e. Judgment in favor of Discover Bank recorded 11/6/2024 – OR 9228/934**
4. Taxes:

Taxes for the year(s) 2022-2024 are delinquent.

Tax Account #: 06-2672-000

Assessed Value: \$58,618.00

Exemptions: HOMESTEAD EXEMPTION

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: NOV 5, 2025

TAX ACCOUNT #: 06-2672-000

CERTIFICATE #: 2023-2773

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

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

ESTATE OF DESSIE MAY WILKERSON AND
TAMEKIA VIRGINIA JOHNSON
904 W JORDAN ST
PENSACOLA, FL 32501

SUNTRUST BANK
7455 CHANCELLOR DR
ORLANDO, FL 32809

CITIBANK SOUTH DAKOTA
701 EAST 60TH ST NORTH
SIOUX FALLS, SD 57117

LENDMARK FINANCIAL SERVICES
4761-5 BAYOU BLVD
PENSACOLA, FL 32503

TAMEKIA JOHNSON
817 BROOK MEADOW LN
PENSACOLA, FL 32514

JPMORGAN CHASE BANK
201 N WALNUT ST
WILMINGTON, DE 19801

DISCOVER BANK
4590 E BROAD ST
COLUMBUS, OH 43213

Certified and delivered to Escambia County Tax Collector, this 11th day of August 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

August 11, 2025

Tax Account #:06-2672-000

LEGAL DESCRIPTION EXHIBIT "A"

LTS 14 & 15 BLK 21 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR 1028/2365 P 603/759 OR 5647 P 1092 OR 6268 P 1004 CASE # 90-130-CP-03

SECTION 18, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 06-2672-000(1125-04)

State of Florida
Escambia County

WARRANTY DEED

Know All Men by These Presents: That We, Lillie Idell Thornton, single and
Lunie Ray Wilkerson, singlefor and in consideration of Ten and no/100 dollars (\$10.00) and other good and valuable
considerations----- DOLLARS

the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto

Lunie Ray Wilkerson, a single man and Dessie R. Wilkerson, a single woman

904 W. Jordan St. Pensacola, FL 32501

their

heirs, executors, administrators and assigns, forever, the following described real property,
situate, lying and being in the ----- County of Escambia State of Florida

to-wit:

Lots 14 and 15, Block 21, Englewood Heights, being Pensacola Realty
Company's Subdivision of a portion of Section 18, Township 2 South,
Range 30 West, in Escambia County, Florida, as shown on map of said
subdivision recorded in Deed Book 54, Page 213 of the public records
of said County.

B.S. PD. \$ 550

DATE 3-16-87

JOE A. FLOWERS, COMPTROLLER

BY J. Cantrell D.C.
CR. REG. #59-2043328-27-01

IN BOOK & PAGE NOTED ABOVE
JOE A. FLOWERS, COMPTROLLER
ESCAMBIA COUNTY

MAR 16 10 37 AM '87

FILED AND RECORDED IN
THE PUBLIC RECORDS OF
ESCAMBIA CO. FLA. ON

529509

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise apper-
taining, free from all exemptions and right of homestead.

And We covenant that we are well seized of an indefeasible
estate in fee simple in the said property, and ha VE a good right to convey the same; that it is free of lien or encum-
brance, and that OUR heirs, executors and administrators, the said grantee s, their heirs,
executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons
lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, We have hereunto set OUR hand S and seals this 16th
day of March A. D. 19 87.

Signed, sealed and delivered in the presence of

[Signature]
[Signature]

x *[Signature]* Lunie Ray Wilkerson (SEAL)
Lunie Ray Wilkerson (SEAL)
(SEAL)
(SEAL)
(SEAL)
(SEAL)

State of Florida
Escambia County

Before the subscriber personally appeared Lunie Ray Wilkerson

known to me, and known to me to be the individual described by said name in and who executed the
foregoing instrument and acknowledged that he executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 16th day of March 19 87

This instrument was prepared by:

Lunie Ray Wilkerson
904 West Jordan Street
Pensacola, Florida 32501
Address

[Signature]
Notary Public
My commission expires 4/2/88

Recorded in Public Records 02/14/2008 at 09:06 AM OR Book 6287 Page 604,
Instrument #2008011685, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

**DURABLE POWER OF ATTORNEY
OF
DESSIE WILKERSON**

I, Dessie Wilkerson, of Morgan County, Decatur Alabama, appoint Tamekia V. Johnson, my daughter, as my true and lawful attorney-in-fact, hereinafter referred to as "attorney", to act for me in my name, place, and stead, for my use and benefit, and to manage my affairs.

Decatur, Alabama

Morgan County

THIS DURABLE POWER OF ATTORNEY SHALL NOT BE AFFECTED BY ANY PHYSICAL OR MENTAL DISABILITY THAT I MAY SUFFER, EXCEPT AS PROVIDED BY STATUTE, AND SHALL BE EXERCISABLE FROM THIS DATE.

All acts done by my attorney pursuant to this Durable Power Of Attorney shall bind me, my heirs, devisees, and personal representatives. This Durable Power Of Attorney is nondelegable.

All of my property, and all of my interests in property, are subject to this Durable Power Of Attorney.

Without limiting the broad powers conferred by this Durable Power Of Attorney, I specifically authorize my attorney:

1. Power With Respect To Accounts & Instruments

To establish or open accounts, certificates of deposit and any other form of account or instrument for me with financial institutions of any kind; to modify, terminate, make deposits to and write checks on and endorse checks for or make withdrawals from all accounts in my name or with respect to which I am an authorized signatory; to negotiate, endorse or transfer any checks or other instruments with respect to any such accounts; to contract for any services rendered by any financial institution and to add property to any trust agreement created by me.

2. Power With Respect To Safe-Deposit Boxes

To contract with any institution for the maintenance of a safe-deposit box in my name; to have access to all safe-deposit boxes in my name or with respect to which I am an authorized signatory; to add to and remove from the contents of any such safe-deposit box and to terminate any and all contracts for such boxes.

3. Power To Sell & Buy

To sell and buy personal, intangible or mixed property, upon such terms and conditions as my attorney deems appropriate; to use any credit card held in my name to make such purchases and to sign such charge slips as may be necessary to use such credit cards; and to repay from any funds belonging to me, any money borrowed and to pay for any

Durable Power Of Attorney Of Dessie Wilkerson

Page 1

DPAB15

purchases made or cash advanced using credit cards issued to me.

4. Power To Exercise Rights In Securities

To exercise all rights with respect to securities that I now own, or may hereafter acquire; to establish, utilize and terminate brokerage accounts; and to invest and reinvest any of my assets in stocks, common and/or preferred, bonds (including, without limitation, United States Treasury Bonds or other United States government obligations which may be redeemed at par for the purpose of applying the entire amount of principal and accrued interest thereon to the payment of the Federal estate tax, if any, occasioned by my death), notes, debenture, loans, mortgages, common trust funds, or other securities or property, real or personal, upon such terms and conditions as my attorney deems appropriate.

5. Power To Borrow Money (Including Any Insurance Policy Loans)

To borrow money for my account upon such terms and conditions as my attorney deems appropriate and to secure such borrowing by the granting of security interests in any property or interest in property, which I may now or hereafter own; to borrow money upon any life insurance policies owned by me upon my life for any purpose and to grant a security interest in such policy to secure any such loans; and no insurance company shall be under any obligation whatsoever to determine the need for such loan or the application of the proceeds therefrom.

6. Power With Respect To Real Property

To purchase real property, to manage, maintain and alter all real property belonging to me, and to lease, sell, mortgage, encumber or otherwise dispose of all interests in real property belonging to me, upon such terms and conditions as my attorney deems appropriate; to renew leases of the same or to execute, acknowledge and deliver leases therefor; to execute deeds of conveyance, taxes and assessments that may be a lien or charge upon any of my real property; and to receive rentals from the proceeds of sale of any of my real property. For purposes of this Durable Power Of Attorney, such real property shall include, without limitation, the following real property described as:

904 West Jordan Street, Pensacola Florida A.K.A LTS 14 AND 15
BLK 21 ENGLEWOOD HEIGH PLAT DB 59 P 107 OR
1028/2365 P 603/759 OR 2943 P 164/166 CASE # 90-130-CP-03

7. Power To Demand, Compromise, & Receive

To demand, arbitrate, settle, sue for, collect, receive, deposit, expand for my benefit, reinvest or make such other appropriate dispositions of, as my attorney deems appropriate, all cash rights to payments of cash, property (personal, intangible and/or mixed), rights and/or benefits to which I am now or may in the future become entitled, regardless of the identity of the individual or public or private entity involved (and for purposes of receiving Social Security benefits, my attorney is herewith appointed as my Representative Payee); to compound, compromise, settle and adjust all claims and demands whatsoever which may now owe or be liable for; and to utilize all lawful means

Durable Power Of Attorney Of Dessie Wilkerson

Page 2

DPAB15

and methods for such purposes.

8. Power With Respect To Taxes

To make, prepare, sign and file for me and on my behalf any and all required tax estimates and returns, federal, state or local, as well as any waivers, affidavits, schedules or other forms required or permitted to be filed in connection therewith, and to protest and appeal any assessments or determinations of tax against me which my attorney deems to have been made without proper warrant.

9. Power With Respect To Documents

To sign, acknowledge, record and deliver agreements, affidavits, bills of sale, stock powers, deeds, leases, mortgages, notes, receipts, releases, satisfactions, journal entries, certificates and such other documents which may be necessary or convenient in execution of the powers hereinbefore expressly conferred upon my attorney; to execute and deliver applications for automobile license plates and certificates of title and to endorse for transfer and to deliver certificates of title; and to execute and deliver applications for insurance (including, without limitation, insurance on my life) and to cancel and select the amounts therefor.

10. Power To Engage Services

To engage the services of and compensate attorneys-at-law, appraisers, accountants, brokers, real estate managers, investment counselors, and such other persons as may be proper or convenient to advise and assist in the management, maintenance and disposition of my property.

11. Power To Incur Obligations

To incur obligations for the maintenance, support, health, care, well-being, comfort and welfare of me and my family and to satisfy such obligations out of my money or property; and to consent on my behalf to medical and surgical procedures.

12. Power To Make Lifetime Gifts

To make lifetime gifts, if, in the opinion of my attorney, it is desirable to make such lifetime gifts, in order to take advantage of Section 2035(b) (2) and 2001 (b) (1) (B) of the Internal Revenue Code, and, in the opinion of my attorney, I am physically or mentally unable to do so, or my death is imminent, my attorney is directed to make such gifts, during each calendar year when such condition exists, to each of the following persons, who may be then surviving: TAMEKIA V. JOHNSON

I further give and grant, to my attorney, full power and authority to do and perform every act necessary to be done in the exercise of any of the foregoing specified powers, as fully as I might or could do if I were personally present, and I hereby ratify and confirm all that my attorney shall lawfully do, or cause to be done, by virtue of this Durable Power Of Attorney.

The foregoing enumeration of specific powers does not, and shall not, in any way control,

Durable Power Of Attorney Of Dessie Wilkerson

Page 3

DPAB15

BK: 6287 PG: 607

limit, or diminish the general powers herein granted, or which should have been granted in order to carry out the purposes herein before expressed.

The powers conferred upon my attorney extend to all of my right, title, and interest in property in which I may have an interest jointly with any other person, whether in an estate by the entirety, joint tenancy, or tenancy in common.

This document is executed by me in the State Of Florida, but it is my intention that this power of attorney shall be exercisable in any other state or jurisdiction where I may have any property or interests in property, including real property, now or in the future.

I hereby confirm all acts of my attorney pursuant to this Durable Power Of Attorney. Any act that is done under this Durable Power Of Attorney, between the revocation of this Durable Power Of Attorney and notice of that revocation to my attorney, shall be valid, unless the person claiming the benefit of the act had notice of that revocation.

TO INDUCE ANY THIRD PARTY TO ACT HEREUNDER, I HEREBY AGREE THAT ANY THIRD PARTY RECEIVING A DULY EXECUTED COPY OR FACSIMILE OF THIS DOCUMENT MAY ACT HEREUNDER, AND THAT REVOCATION OR TERMINATION HEREOF SHALL BE INEFFECTIVE, AS TO SUCH THIRD PARTY, UNLESS AND UNTIL ACTUAL NOTICE OR KNOWLEDGE OF SUCH REVOCATION OR TERMINATION SHALL HAVE BEEN RECEIVED BY SUCH THIRD PARTY, AND I, FOR MYSELF AND FOR MY HEIRS, DEVISEES, AND PERSONAL REPRESENTATIVES, HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS ANY SUCH THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS THAT MAY ARISE AGAINST SUCH THIRD PARTY BY REASON OF SUCH THIRD PARTY HAVING RELIED ON THE PROVISIONS OF THIS DOCUMENT.

On Saturday December 23, 2006 in the presence of the undersigned witnesses, I sign this document and declare it to be my Durable Power Of Attorney.

Dessie Wilkerson
Dessie Wilkerson

Christopher Nicholson
Witness Christopher Nicholson

Walter Brown
Witness
Walter Brown

Durable Power Of Attorney Of Dessie Wilkerson

Page 4

DPAB15

BK: 6287 PG: 608 Last Page

State Of Al.
County Of Morgan

Acknowledged before me, on December 23, 2006, by Dessie Wilkerson:

[] who is personally known to me, or

[x] who produced the following identification: picture I.D.

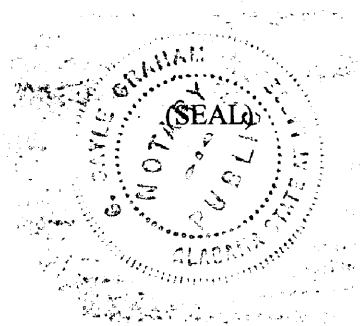
Dessie Wilkerson personally appeared before me at the time of notarization and acknowledged signing the foregoing document.

G. Gayle Graham
Notary Public

G. Gayle Graham
(Notary Public - Printed Or Typed Name)

Commission Number & Commission Expiration Date:

Jan. 4, 2009



Prepared By:

McKenzie & Allen, LLP
301 North Barcelona Street
Pensacola, Florida 32501
P.O. Box 1070

Durable Power Of Attorney Of Dessie Wilkerson

Page 5

DPAB15

Recorded in Public Records 12/28/2007 at 03:38 PM OR Book 6268 Page 1004,
Instrument #2007120260, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$18.50 Deed Stamps \$175.00

Prepared By:
TAMEKIA V. JOHNSON
904 WEST JORDAN STREET
PENSACOLA, FL 32501

Above Space Reserved for Recording

[If required by your jurisdiction, list above the name & address of: 1) where to return this form; 2) preparer; 3) party requesting recording.]

Quitclaim Deed

Date of this Document: Friday, December 28, 2007

Reference Number of Any Related Documents: _____

Grantor:

Name DESSIE WILKERSON
Street Address 5500 STEWART STREET
City/State/Zip MILTON, FLORIDA 32570

Grantee:

Name TAMEKIA VIRGINIA JOHNSON
Street Address 904 WEST JORDAN STREET
City/State/Zip PENSACOLA, FLORIDA 32501-1955

Abbreviated Legal Description (i.e., lot, block, plat or section, township, range, quarter/quarter or unit, building and condo name): 904 WEST JORDAN STREET PENSACOLA, FL A.K.A. LTS 14 AND 15
BLK 21 ENGLEWOOD HEIGHT PLAT DB 59 P 107 PR
Assessor's Property Tax Parcel/Account Number(s): 182812305 P 1863175 PR 2943 P 104/106 CASE # 90-130CA-03
18283306000014021

THIS QUITCLAIM DEED, executed this 28th day of DECEMBER,
2007, by first party, Grantor, DESSIE WILKERSON, whose
mailing address is 5500 STEWART STREET MILTON, FL 32570, to
second party, Grantee, TAMEKIA V. JOHNSON,
whose mailing address is 904 WEST JORDAN STREET PENSACOLA, FL 32501.

WITNESSETH that the said first party, for good consideration and for the sum of ONE DOLLAR
Dollars (\$ 1.00) paid by the said second party, the receipt whereof is hereby acknowledged,
does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim,

BK: 6268 PG: 1005 Last Page

which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of Escambia, State of Florida

to wit: 904 West Jordan Street Pensacola, Florida AKA LTS 7' and 15
BLK 21 Edgewood Height Plat DB 59 P 107 OR
1028/2365 P 603/759 OR 2943 P 164/166
Case # 90-130CP03

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first written above. Signed, sealed and delivered in the presence of:

Signature of Witness

Print Name of Witness

Sadie L. Calhoun
Sadie Calhoun

Signature of Witness

Print Name of Witness

Phuong Thao Tran
Phuong- Thao Tran

Signature of Grantor

Print Name of Grantor

Dessie Wilkerson, Amelia Johnson PAA for Dessie Wilkerson
DESSIE WILKERSON

State of FloridaCounty of Escambia

On 28 DEC 07, before me, NATHAN DAVIS,
 appeared TAMEKIA V. JOHNSON, personally known to me (or proved
 to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within
 instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies),
 and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
 person(s) acted, executed the instrument.

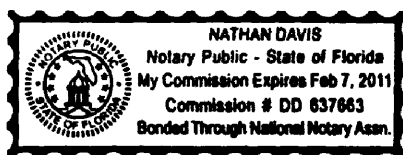
WITNESS my hand and official seal.

Nathan Davis

Signature of Notary

Affiant Known ☒ Produced IDType of ID FL DL

(Seal)



Recorded in Public Records 01/16/2007 at 03:40 PM OR Book 6068 Page 941,
Instrument #2007004251, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$78.00 MTG Stamps \$91.00 Int. Tax \$52.00

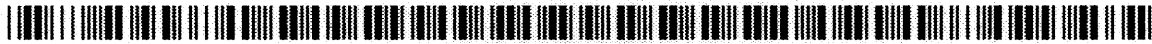
WHEN RECORDED MAIL TO:

JOHNSON, TAMEKIA V.

Record and Return To:
Fiserv Lending Solutions
600A N. John Rodes Blvd
MELBOURNE, FL 32934

This Mortgage prepared by:

Name: Diana Bass / 20063560746000 / ILS / QCPR
Company: SunTrust Bank
Address: 7455 Chancellor Drive, Orlando, FL 32809



T1+00020063560746000+DOT

MORTGAGE**FOR USE WITH SECURED REVOLVING CREDIT AGREEMENT**

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$26,000.00, 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 December 28, 2006, is made and executed between TAMEKIA V JOHNSON, whose address is 904 W JORDAN ST, PENSACOLA, FL 325011955, A SINGLE PERSON; DESSIE R WILKERSON, whose address is 904 W JORDAN ST, PENSACOLA, FL 325011955, A SINGLE PERSON. (referred to below as "Grantor") and SunTrust Bank, whose address is 7455 Chancellor Drive, Orlando, FL 32809 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in ESCAMBIA County, State of Florida:

DESSIE R WILKERSON hereby certifies that the above-described property is not his/her constitutional homestead as made and provided by the laws of the state of Florida.

The Real Property or its address is commonly known as 904 W JORDAN ST, PENSACOLA, FL 32501.

REVOLVING LINE OF CREDIT. This Mortgage secures the indebtedness including, without limitation, a revolving line of credit under which, upon request by Borrower, Lender, within twenty (20) years from the date of this Mortgage, may make future advances to Borrower. Such future advances, together with interest thereon, are secured by this Mortgage. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT WITH THE CREDIT LIMIT OF \$26,000.00, 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

**MORTGAGE
(Continued)**

Page 2

this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

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

Possession and Use. Until Grantor's interest in any or all of the Property is foreclosed, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify 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.

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

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

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

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

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

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

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

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

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

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

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real

MORTGAGE (Continued)

Page 3

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 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. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the maximum amount of your credit line and the full unpaid principal balance of any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

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

Unexpired Insurance at Sale. Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Credit Agreement; or (C) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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

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

and authority to execute and deliver this mortgage to Lender.

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

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

Survival of Promises. All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Borrower's indebtedness is paid in full.

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

Notice of Proceedings. Grantor shall immediately notify Lender in writing should all or any part of the Property become subject to any condemnation or expropriation proceedings or other similar proceedings, including without limitation, any condemnation, confiscation, eminent domain, inverse condemnation or temporary requisition or taking of the mortgaged Property, or any part or parts of the

MORTGAGE (Continued)

Page 4

Property. Grantor further agrees to promptly take such steps as may be necessary and proper within Lender's sole judgment and at Grantor's expense, to defend any such condemnation or expropriation proceedings and obtain the proceeds derived from such proceedings. Grantor shall not agree to any settlement or compromise or any condemnation or expropriation claim without Lender's prior written consent.

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

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

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

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

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

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax, including without limitation an intangible personal property tax, upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Credit Agreement; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Borrower.

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

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

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

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

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

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

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

paragraph.

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

FULL PERFORMANCE. If Borrower pays all the indebtedness when due, terminates the credit line account, 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. Grantor will be in default under this Mortgage if any of the following happen: (A) Grantor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Borrower's or Grantor's income, assets, liabilities, or any other aspects of Borrower's or Grantor's financial condition. (B) Borrower does not meet the repayment terms of the Credit Agreement. (C) Grantor's action or inaction adversely affects the collateral or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

MORTGAGE (Continued)

Page 5

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.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

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

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

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

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Credit Agreement or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor hereby waive any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender will give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Credit Agreement rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

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

MATURITY DATE. The maturity date of the obligations secured by this Security Instrument is 20 years from the date of this Security Instrument, as first stated above.

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

1. **DEFINITIONS.** As used in this Provision:

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

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

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

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

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

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

MORTGAGE (Continued)

Page 6

provisional or ancillary remedies in connection with any of the foregoing; and (7) any individual action to prohibit any of the foregoing so long as it does not involve a request for damages or monetary relief of any kind.

"Administrator" means the National Arbitration Forum, P.O. Box 50191, Minneapolis, MN 55405, www.arb-forum.com, (800) 474-2371; or the American Arbitration Association, 335 Madison Avenue, New York, NY 10017, www.adr.org, as selected in accordance with this Provision. However, if both the NAF and AAA are unable to serve, the parties may agree upon another Administrator or, if they are unable to agree, a court shall determine the Administrator. No company may serve as Administrator, without the consent of all parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of this Provision.

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

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

3. LOCATION AND COSTS. Any arbitration hearing that you attend will take place in a location that is reasonably convenient for you. So long as you act in good faith, we will bear any arbitration filing, administrative, hearing and similar fees which you are required to pay to pursue a Claim (whether the fees are incurred in the initial arbitration proceeding or in an appeal to a panel of arbitrators), to the extent that you would not be required to bear such fees in an appropriate court of law. Subject to the last sentence of Section 2 hereof, each party must pay for its own attorneys, experts and witnesses, regardless of who wins the arbitration, except where applicable law and/or the Administrator's rules provide otherwise.

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

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

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

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

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

Amendments. What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

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

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

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

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to act

Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

Non-Liability of Lender. The relationship between Borrower and Grantor and Lender created by this Mortgage is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Lender and Borrower and Grantor. Borrower and Grantor are exercising Borrower's and Grantor's own judgement with respect to Borrower's and Grantor's business. All information supplied to Lender is for Lender's protection only and no other party is entitled to rely on such information. There is no duty for Lender to review, inspect, supervise or inform Borrower and Grantor of any matter with respect to Borrower's and Grantor's business. Lender and Borrower and Grantor intend that Lender may reasonably rely on all information supplied by Borrower and Grantor to Lender, together with all representations and warranties given by Borrower and Grantor to Lender, without investigation or confirmation by Lender and that any investigation or failure to investigate will not diminish Lender's right to so rely.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property

BK: 6068 PG: 947

MORTGAGE (Continued)

Page 7

at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

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

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

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

Borrower. The word "Borrower" means TAMEKIA V JOHNSON and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated December 28, 2006, with credit limit of \$26,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., CERCLA, the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., and other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

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

Grantor. The word "Grantor" means TAMEKIA V JOHNSON and DESSIE R WILKERSON.

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

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

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

Lender. The word "Lender" means SunTrust Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

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

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

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

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


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

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

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

GRANTOR:

X 
TAMEKIA V JOHNSON

 PA for Dessie Wilkerson
~~DESSIE WILKERSON~~

BK: 6068 PG: 948

**MORTGAGE
(Continued)**

Page 8

INDIVIDUAL ACKNOWLEDGMENTSTATE OF Florida

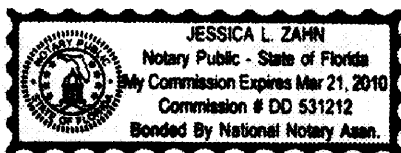
)

) SS

COUNTY OF Escambia

)

The foregoing instrument was acknowledged before me this 28 day of December, 20 06
by TAMEKIA V JOHNSON, who is personally known to me or who has produced FL ID as identification
and did / did not take an oath.



Jessica L. Zahn
(Signature of Person Taking Acknowledgment)
Jessica L. Zahn
(Name of Acknowledger Typed, Printed or Stamped)
Assistant Branch Manager
(Title or Rank)

(Serial Number, if any)

INDIVIDUAL ACKNOWLEDGMENTSTATE OF Florida

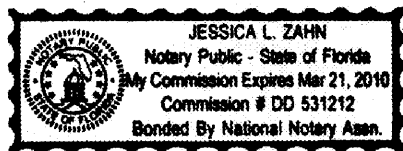
)

) SS

COUNTY OF Escambia

)

The foregoing instrument was acknowledged before me this 28 day of December, 20 06
by DESSIE R WILKERSON, who is personally known to me or who has produced FL ID as identification
and did / did not take an oath.



Jessica L. Zahn
(Signature of Person Taking Acknowledgment)
Jessica L. Zahn
(Name of Acknowledger Typed, Printed or Stamped)
Assistant Branch Manager
(Title or Rank)

(Serial Number, if any)

BK: 6068 PG: 949 Last Page

H009A205

SCHEDULE A

KNOWN AS: 904 W JORDAN ST

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

LOT(S) 14 & 15, BLOCK 21 OF ENGLEWOOD HEIGHTS 90 AS RECORDED IN
PLAT BOOK 603, PAGE 759, ET SEQ., OF THE PUBLIC RECORDS OF
ESCAMBIA COUNTY, FLORIDA.

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

Recorded in Public Records 04/26/2007 at 03:42 PM OR Book 6133 Page 1749,
Instrument #2007040099, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$18.50 MTG Stamps \$84.00 Int. Tax \$48.00



JOHNSON, TAMEKIA V.

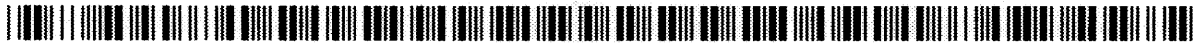
Record and Return To:
Fiserv Lending Solutions
600A N. John Rodes Blvd
MELBOURNE, FL 32934

This Modification of Mortgage prepared by:

Name: Diana Bass / 20070901303470 / ILS
Company: SunTrust Bank
Address: 7455 Chancellor Drive, Orlando, FL 32809



MODIFICATION OF MORTGAGE



* \$TI + 00020070901303470 + DOTM *

THIS MODIFICATION OF MORTGAGE dated April 6, 2007, is made and executed between **TAMEKIA V JOHNSON**, whose address is **904 W JORDAN ST, PENSACOLA, FL 325011955**, A SINGLE PERSON. (referred to below as "Grantor") and SunTrust Bank, whose address is **7455 Chancellor Drive, Orlando, FL 32809** (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated December 28, 2006 (the "Mortgage") which has been recorded in ESCAMBIA County, State of Florida, as follows:

01-16-2007 in OR/Deed Book **6068** at Page **941** in the Clerk's Office of (County/City of **ESCAMBIA** and State of **FL**).

The maximum aggregate amount of principal to be secured at any one time is increased: **\$26,000.00**

From: TWENTY SIX THOUSAND DOLLARS AND 00/100
(\$26,000.00)

To: FIFTY THOUSAND DOLLARS AND 00/100
(\$50,000.00)

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

LOT(S) 14 & 15, BLOCK 21 OF ENGLEWOOD HEIGHTS 90 AS RECORDED IN PLAT BOOK 603, PAGE 759, ET SEQ., OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

The Real Property or its address is commonly known as **904 W JORDAN ST, PENSACOLA, FL 325011955**. The Real Property tax identification number is **062672000**.

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

("XX" Represents applicable modifications to above referenced mortgage)

XX WHEREAS, Borrower has requested an increase in the amount of the credit line and Bank has agreed to increase the credit limit, on the terms and conditions set forth herein; and

XX The Bank hereby agrees to extend the time for payment of the Agreement and Security Instrument and Borrower agrees to pay same and any advances made pursuant to the Access 3 line of credit as set forth in the Renewal Agreement, executed by Borrower on the date hereof, in the amount of the unpaid principal balance of the Agreement, plus accrued interest, costs, and expenses with a maturity date of **04-06-2027**. No new monies have been advanced unless the box below is checked.

XX In order to evidence an increase in the credit line as contained in the Agreement, as contemplated hereby, the Renewal Agreement and the Security Instrument are hereby amended to provide for an increase in the credit limit in the amount of **\$24,000.00**.

XX The future advance clause contained in the Security Instrument is hereby amended to reflect that the maximum principal amount that may be secured by the lien of the Security Instrument is increased to **\$100,000.00**.

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. Grantor hereby ratifies and affirms that Grantor's liability shall continue in full force and effect through and including the Note's now extended maturity date and that Grantor has no defenses, setoffs, or other claims against Lender arising out of this credit facility. If it is determined that any other person or entity other than Lender shall have a lien, encumbrance, or claim of any type which has a legal priority over any term of this Modification, the original terms of the Note and Mortgage shall be severable from this Modification and separately enforceable from the terms thereof as modified hereby in accordance with their original terms, and Lender shall maintain all legal or equitable priorities which were in existence before the date of execution of this Modification. It is understood by and is the intention of the parties hereto that any legal or equitable priorities of Lender over any party which were in existence before the date of execution of this Modification shall remain in effect after the execution of this Modification.

MODIFICATION OF MORTGAGE (Continued)

Page 2

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED APRIL 6, 2007.

GRANTOR:

X

TAMEKIA V JOHNSON

LENDER:

SUNTRUST BANK

X

Suzanne B. Wing

Diana Bass

INDIVIDUAL ACKNOWLEDGMENT

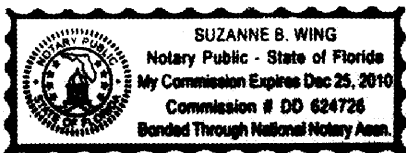
STATE OF

Florida

COUNTY OF

Escambia

The foregoing instrument was acknowledged before me this 10th day of April, 2007 by TAMEKIA V JOHNSON, who is personally known to me or who has produced _____ as identification and did / did not take an oath.



(Signature of Person Taking Acknowledgment)

Suzanne B. Wing

(Name of Acknowledger Typed, Printed or Stamped)

FSR

(Title or Rank)

(Serial Number, if any)

LENDER ACKNOWLEDGMENT

STATE OF

Tennessee

COUNTY OF

Davidson

The foregoing instrument was acknowledged before me this 17 day of April, 2007 by Diana Bass, who is personally known to me or who 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)

LASER PRO Lending, Ver. 5.34.00.003 Copr. Harland Financial Solutions, Inc. 1997, 2007. All Rights Reserved. - FL IDLPD1CPIULPLG201.FC TR-728565 PR-ACCN

Recorded in Public Records 9/15/2017 2:13 PM OR Book 7777 Page 1557,
Instrument #2017071980, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$52.50

Recording Requested By and
After Recording Return To:
American Title, Inc.
PO Box 641010
Omaha, NE 68164-1010

DOCUMENT PREPARED BY:

SunTrust Bank – R Banks
Mail Code: RVW-7954
P.O. Box 85130
Richmond, VA 23285-5130

Change In Terms Modification Agreement

*This does not represent an increase in principal indebtedness
The current principal amount secured by this agreement is \$54,556.00. No new money. No taxes due.*

This Change in Terms Modification ("Agreement"), made this 20th day of July 2017, between Tamekia V Johnson (hereinafter "Borrower" whether one or more) and Tamekia V Johnson and Dessie R Wilkerson(deceased) (hereinafter "Grantor" whether one or more and being an individual, entity or trust that is not an obligor on the loan, but has an interest in the collateral property securing the Home Equity Line referred to herein) and **SunTrust Bank** ("Lender"), amends and supplements 1) the Home Equity Credit Line Agreement and Disclosure Statement ("HELOC Agreement") previously entered into by the Borrower and Lender with a revolving line of credit up to a original maximum principal amount of \$26,000.00/\$50,000.00, as amended or supplemented by any Modification of Mortgage ("Modification") or Change in Terms Addendum prior to the date hereof, and (2) the Mortgage, Deed of Trust, or Security Deed, as amended or supplemented by any Modification or Change in Terms Addendum/Modification prior to the date hereof ("Security Instrument") dated December 28, 2006/April 6, 2007 and recorded in Book 6068/6133, at page 941/1749, as Instrument No. 2007004251/2007040099, of the Land Records of Escambia County, FL, which granted a lien upon the real and personal property described in the Security Instrument and defined therein as the "Property", located at:904 W Jordan St, Pensacola, FL 32501. See attached Schedule A for additional property description.

In consideration of the mutual promises and agreements exchanged herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Security Instrument or HELOC Agreement):

1. This Modification is attached to and incorporated by reference as a part of the HELOC Agreement;
2. As of September 12, 2017, the amount payable under the HELOC Agreement and any prior Modification or Change in Terms Modification and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$54,556.00, consisting of the unpaid amount(s) loaned to Borrower by Lender plus any interest and other amounts capitalized;
3. Borrower and Lender hereby agree to modify the repayment terms of the HELOC Agreement effective as of **September 12, 2017** in the manner described in Paragraphs 4 and 5; Borrower agrees to pay any and all payments that become due under the terms of the existing contract as referenced above between the date this Addendum is signed and the effective date or first payment date of the Addendum as set forth in paragraph 4 immediately below.
4. Borrower agrees to pay this loan in 239 remaining payments of \$359.73 each, beginning with the payment due October 12, 2017, with all subsequent payments due on the same day of each month thereafter, with a final payment of \$357.96 together with any fees, charges, interest, principal and all other unpaid amounts still owed being due on September 12, 2037.

Stand Alone Change in Terms HELOC FL

5. The Annual Percentage Rate set forth in the HELOC Agreement is amended to a fixed interest rate of 4.99% to take effect September 12, 2017 and to remain such until all unpaid principal, interest, fees or charges are paid in full.
6. If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower or Grantor is not a natural person and a beneficial interest in Borrower or Grantor is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by the Security Instrument; and
7. Borrower's acceptance of the terms in this Agreement is subject to federal requirements regarding flood insurance. As part of processing of this Addendum following Borrower's acceptance of the terms, federal regulations require Lender to determine if the Property is located in a Special Flood Hazard Area ("SFHA") as designated by the FEMA Flood Maps for the community. If Borrower's home is located in a SFHA, Borrower will be required to obtain and maintain flood insurance for the remaining term of the HELOC Agreement and, if applicable, the remaining term as modified by this Addendum. **If, after Lender notifies the borrower that flood insurance coverage is required, Borrower does not provide Lender proper evidence of flood insurance coverage for the Property within the time required by law, this Agreement will be null and void even if signed by the Borrower. Borrower understands and agrees that the flood insurance requirement is not waived or affected by either party's execution of this Agreement.** If, at any point during the term of the HELOC Agreement, Lender is notified that the Property is located in a SFHA, Lender is required by federal law to ensure that adequate flood insurance is on file for the Property.
8. Borrower and Grantor further understand and agree that:
 - a) All the rights and remedies, stipulations, and conditions contained in the HELOC Agreement and Security Instrument relating to default in the making of payments shall also apply to default in the making of the modified payments hereunder;
 - b) All covenants, agreements, stipulations, and conditions in the Security Instrument and HELOC Agreement shall be and remain in full force and effect and Borrower hereby reaffirms the same, except as herein modified, and none of Borrower's obligations or liabilities under the HELOC Agreement and Security Instrument shall be diminished or released by any provisions hereof, nor shall this Agreement in any way impair, diminish, or affect any of Lender's rights under or remedies on the HELOC Agreement and Security Instrument whether such rights or remedies arise thereunder or by operation of law. Also, all rights of recourse to which Lender is presently entitled against Borrower, any property or any other persons in any way obligated for, or liable on, the HELOC Agreement and Security Instrument are expressly reserved by Lender. Consent by Lender to this Agreement does not waive Lender's right to require strict performance of the HELOC Agreement and Security Instrument as changed above nor obligate Lender to make any future modifications;
 - c) **Borrower's line of credit pursuant to the applicable terms of the HELOC Agreement**

and this Agreement is unavailable for further advances or draws;

Stand Alone Change in Terms HELOC FL

BK: 7777 PG: 1559

- d) Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Security Instrument and HELOC Agreement;
- e) If any document is lost, misplaced, omitted, misstated or inadequately reflects the true and correct terms of this Agreement, upon request of Lender or any assignee of Lender, Borrower and Grantor agree to comply within ten (10) days of such request to make, execute, initial and/or deliver such other documents or papers as Lender may deem necessary or required to correct and effectuate the terms and conditions of this Agreement which, if approved and accepted by Lender, shall bind and inure to the heirs, executors, administrators, and assigns of the Borrower and Grantor; and
- f) The terms of this Agreement supersede the terms of any prior Addendum, Modification, forbearance plan or workout agreement that Borrower/Grantor may previously have entered into with Lender. This Agreement may only be modified in writing, signed by both parties.

See next page for signatures

BK: 7777 PG: 1560

GRANTOR ACKNOWLEDGMENT. Any individual, entity or trustee on behalf of a trust signing this Addendum as a Grantor of any interest in the Property rather than as a Borrower or obligor understands and consents to the terms and conditions of this Addendum, but does not become personally liable for any indebtedness referenced herein by doing so. However, no existing endorsement or guarantee by the Grantor relating to the Agreement, if applicable, is changed or affected by the Grantor signing this Addendum.

By Renee Ngud (SEAL)
 Witness (Sign & Print Name):
 Borrower, Grantor: Tamekia V. Johnson (Seal)
 Tamekia V. Johnson

By Ronda Wilson (SEAL)
 Witness (Sign & Print Name):

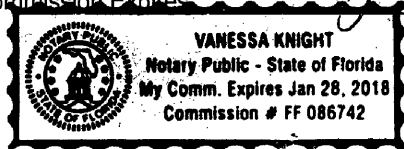
On this the 15th day of August, 2017, before me Vanessa Knight, personally appeared TAMEKIA V. JOHNSON, who is/are personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the above instrument and acknowledged to me that he/she/they executed the same as his/her/their voluntary act and deed.

Personally known to me: Yes: ☐ No: ☒

Type of ID submitted: _____

WITNESS my hand and official seal.

Notary Signature Vanessa Knight (Seal) State of Florida §
 My Commission Expires: _____ County of Escambia §



By _____ (SEAL)
 Witness (Sign & Print Name):

By _____ (SEAL)
 Witness (Sign & Print Name):

On this the ____ day of _____, before me _____, personally appeared _____, who is/are personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the above instrument and acknowledged to me that he/she/they executed the same as his/her/their voluntary act and deed.

Personally known to me: Yes: ☐ No: ☐

Type of ID submitted: _____

WITNESS my hand and official seal.

Notary Signature _____ (Seal) State of _____ §
My Commission Expires: _____ County of _____ §

Stand Alone Change in Terms HELOC FL

BK: 7777 PG: 1561

SUNTRUST BANK

Kimberly A. Kutz (Seal)
By: Kimberly A. Kutz
Its: Vice President

State of Virginia §
County/City of Richmond §

On this the 16 day of August 2017, before me Stephanie Marie Silverman, personally appeared Kimberly A. Kutz, who is/are personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the above instrument and acknowledged to me that he/she executed the same as his/her voluntary act and deed and as the voluntary act and deed of the Lender in his/her authorized capacity on behalf of the Lender.

WITNESS my hand and official seal.

Notary Signature Stephanie Marie Silverman (Seal)

My Commission Expires: 6/30/19



SCHEDULE A

KNOWN AS: 904 W JORDAN ST

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

**LOT(S) 14 & 15, BLOCK 21 OF ENGLEWOOD HEIGHTS 90 AS RECORDED IN
PLAT BOOK 603, PAGE 759, ET SEQ., OF THE PUBLIC RECORDS OF
ESCAMBIA COUNTY, FLORIDA.**

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

Recorded in Public Records 05/01/2012 at 10:35 AM OR Book 6851 Page 507,
Instrument #2012033717, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

Recorded in Public Records 04/10/2012 at 01:24 PM OR Book 6842 Page 905,
Instrument #2012027512, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL

IN THE COUNTY COURT FOR THE
1ST JUDICIAL CIRCUIT IN
AND FOR ESCAMBIA COUNTY, FLORIDA

CASE NUMBER: 2011 SC 001630

CITIBANK (SOUTH DAKOTA), N.A.
Plaintiff,

vs.

TAMEKIA JOHNSON
Defendant.

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

2012 APR -4 A 7 14

COUNTY CIVIL DIVISION
FILED & RECORDED

DEFAULT FINAL JUDGMENT

THIS CAUSE, having come before the Court and the Court having reviewed the pleadings and being otherwise duly advised in the premises,

IT IS ADJUDGED that Plaintiff, CITIBANK (SOUTH DAKOTA), N.A., recover from the Defendant(s), TAMEKIA JOHNSON, the sum of \$4793.34 on principal, \$0.00 for interest, and \$350.00 for costs making a total of \$5143.34 that shall bear interest at the rate of 4.75% for the remainder of this calendar year; thereafter interest shall accrue pursuant to Fla. Stat. §55.03, for which let execution issue.

IT IS FURTHER ORDERED AND ADJUDGED that the defendant(s) shall complete the attached Florida Small Claims Rules Form 7.343 (Fact Information Sheet) and return it to Zakheim & LaVrar, P.A., 1045 South University Drive, Suite 202, Plantation, Florida 33324, within 45 days from the date of this final judgment, unless the final judgment is satisfied or notice of appeal is filed. Jurisdiction of this case is retained to enter further orders that are proper to compel the defendant(s) to complete Form 7.343 and return it to Zakheim & LaVrar, P.A.

ORDERED in ESCAMBIA County, Florida, this 3rd day of April, 2012.

JUDGE

XXXXXXXXXXXXXXXXXXXX
* F J 5 0 0 0 4 5 3 4 0 3 *



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

Plaintiff's Address:

CITIBANK (SOUTH DAKOTA), N.A., 701 EAST 60TH STREET NORTH, SIOUX FALLS SD 57117
Account No: XXXXXXXXXXXXXXX1666

Copies furnished to:

✓ Zakheim & LaVrar, P.A., 1045 S. University Dr., Ste. # 202, Plantation, FL 33324
✓ TAMEKIA JOHNSON, 904 W JORDAN ST, PENSACOLA FL 32501-1955, ***-**-3966

4-5-12-111

Case: 2011 SC 001630

00095311103

Dkt: CC1033 Pg#: 3

BK: 6851 PG: 508

BK: 6842 PG: 906

IN THE COUNTY COURT FOR THE 1ST JUDICIAL
CIRCUIT IN AND FOR ESCAMBIA COUNTY,
FLORIDA

CASE NUMBER: 2011 SC 001630

CITIBANK (SOUTH DAKOTA), N.A.
Plaintiff,

vs.

TAMEKIA JOHNSON
Defendant.Fact Information Sheet

Full Legal Name: _____
Nickname 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: _____ Date of Birth: _____
Driver's License Number: _____
Marital Status: _____ Spouse's Name: _____
Spouse's Address (if different): _____
Spouse's Social Security Number: _____ Spouse's Date of Birth: _____
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.)
Names and Ages of All Your Children (and addresses if not living with you): _____

Who is Your head of household? [] You [] Spouse [] Other Person []
Checking Account(s) at: _____ Account Number(s): _____
Savings Account(s) at: _____ Account Number(s): _____
(Describe all other accounts or investments you may have, including stocks, mutual funds, savings bonds, or annuities, on the back of this sheet or an additional sheet if necessary.)


* F S 3 0 0 4 5 3 4 0 3 *

BK: 6851 PG: 509 Last Page

BK: 6842 PG: 907 Last Page

For Real Estate (Jan.) You Own or Are Buying:

Address: _____

All Names on Title: _____

Mortgage Owed to: _____

Balance Owed on Mortgage: _____

Monthly Payment on Mortgage: \$ _____

(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 Owed 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 another sheet if necessary.)

Does anyone owe you money? Yes / No

Amount Owed: \$ _____

Name and Address of Person Owning You Money: _____

Reason Money is Owed: _____

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; and (d) any deeds or titles to any real or personal property you own or are buying, or leases to property you are renting

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

Judgment Debtor - TAMEKIA JOHNSON

STATE OF FLORIDA

COUNTY OF

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

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

MAIL OR DELIVER THE COMPLETED FORM TO ZAKHEIM & LAVRAR, P.A., 1045 SOUTH UNIVERSITY DRIVE, SUITE 202, PLANTATION, FLORIDA 33324.

Recorded in Public Records 09/04/2015 at 04:17 PM OR Book 7402 Page 1414,
Instrument #2015068340, Pam Childers Clerk of the Circuit Court Escambia
County, FL

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

**LENDMARK FINANCIAL SERVICES
4761-5 BAYOU BLVD
PENSACOLA, FL 32503**

PLAINTIFF,

Vs.

**TAMEKIA JOHNSON
817 BROOK MEADOW LN
PENSACOLA, FL 32514**

DEFENDANT,

CASE NO: **2015 SC 002381**

DIVISION: **V**

**FINAL JUDGMENT AGAINST
TAMEKIA JOHNSON**

THIS CAUSE having come before the Court, and the Court being fully advised in the premises, it is therefore

ORDERED AND ADJUDGED that the Plaintiff **LENDMARK FINANCIAL SERVICES** hereby recovers from the Defendant **TAMEKIA JOHNSON** the sum of **\$5,000.00**, plus prejudgment interest of **\$0.00** and costs of **\$350.00** for a total of **\$5,350.00** that shall bear interest at the rate of **4.75% per annum**, for which let execution issue.

IT IS FURTHER ORDERED AND ADJUDGED that the Defendant shall complete Florida Small Claims Rules Form 7.343 (Fact Information Sheet) and return it to the Plaintiff within 45 days from the date of this final judgment unless the final judgment is satisfied or a motion for a new trial or notice of appeal is filed. The defendant should NOT file the completed form 7.343 with the court.

DONE AND ORDERED in open court/chambers in Pensacola, Escambia County, Florida this 2nd day of SEPTEMBER, 2015.

✓ 9-4-15
Copies to:

**LENDMARK FINANCIAL SERVICES
TAMEKIA JOHNSON**



COUNTY JUDGE

Recorded in Public Records 11/28/2023 11:12 AM OR Book 9073 Page 677,
Instrument #2023094060, Pam Childers Clerk of the Circuit Court Escambia
County, FL

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

JPMORGAN CHASE BANK, N.A.

Plaintiff,

vs.

TAMEKIA V JOHNSON,

Defendant.

CASE NO.: 2023 CC 003441

PAM CHILDERS
CLERK & COMPTROLLER
FILED

2023 NOV 27 P 1:21

ESCAMBIA COUNTY, FL
FINAL SUMMARY JUDGMENT

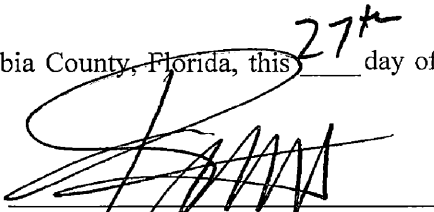
THIS CAUSE having come to be heard before this Honorable Court on 11/07/2023, and the Court having granted Plaintiff's Motion for Summary Judgment against the Defendant, TAMEKIA V JOHNSON, it is thereupon,

ORDERED AND ADJUDGED that the Plaintiff, JPMORGAN CHASE BANK, N.A., located at 201 N Walnut Street, Wilmington DE 19801, does hereby have, receive and recover damages against the Defendant, TAMEKIA V JOHNSON, in the principal sum of \$22,500.11 which SHALL NOT bear interest of any kind as Plaintiff disclaims any entitlement to post-judgment statutory or contractual interest, for all of the above let execution issue.

It is further ordered and adjudged that the judgment debtor(s) shall complete under oath Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments, and serve it on the judgment creditor's attorney, Andreu, Palma, Lavin & Solis, PLLC at 887 Donald Ross Road, Juno Beach, FL 33408 or the judgment creditor if the judgment creditor is not represented by an attorney, within 45 days from the date of this final judgment, unless the final judgment is satisfied or post-judgment discovery is stayed.

Jurisdiction of this case is retained to enter further orders that are proper to compel the judgment debtor(s) to complete form 1.977, including all required attachments, and serve it on the judgment creditor's attorney, or the judgment creditor if the judgment creditor is not represented by an attorney.

DONE AND ORDERED in Chambers, at Escambia County, Florida, this 27th day of November 2023.


County Court Judge

Copies furnished to:
Andreu, Palma, Lavin & Solis, PLLC
815 NW 57th Avenue, Suite 401
Miami, FL 33126
2377000923

TAMEKIA V JOHNSON
904 W JORDAN ST
PENSACOLA FL 32501-1955

Recorded in Public Records 11/6/2024 9:09 AM OR Book 9228 Page 934,
Instrument #2024084559, Pam Childers Clerk of the Circuit Court Escambia
County, FL

Filing # 210223749 E-Filed 11/04/2024 03:20:40 PM

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA
CIVIL HEARING

DISCOVER BANK,
Plaintiff,

v s.

CASE NO. 2024 CC 004191

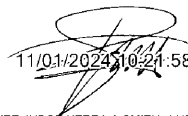
TAMEKIA JOHNSON,
Defendant(s).

DEFAULT FINAL JUDGMENT

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

ORDERED AND ADJUDGED that the Plaintiff, DISCOVER BANK *[c/o Discover Products Inc., 4590 E. Broad St., Columbus, OH 43213]*, recover from the Defendant(s), TAMEKIA JOHNSON, *[904 W JORDAN ST, PENSACOLA, FL 32501]* the judgment total of \$13,951.84, broken down as the principal judgment of \$13,575.99, and cost herein taxed at \$375.85, that shall bear interest at the prevailing statutory interest rate of nine point five zero percent (9.50%) per year from this date through December 31 of this current year. Thereafter, on January 1 of each succeeding year until the judgment is paid, the interest rate will adjust in accordance with section 55.03, Florida Statutes. For all of the above, let execution issue.

DONE AND ORDERED at PENSACOLA, ESCAMBIA County, Florida.



11/01/2024 10:21:58

signed by COUNTY COURT JUDGE KERRA A SMITH 11/01/2024 10:21:58 kJGj1zZe

Copies Furnished to:
BRETT BURKETT, ESQ.
ZWICKER & ASSOCIATES, P.C.
ATTORNEY FOR PLAINTIFF
10751 DEERWOOD PARK BLVD
SUITE 100
JACKSONVILLE, FL 32256
FLORIDALITIGATION@ZWICKERPC.COM

PLAINTIFF'S ADDRESS (F.S. 55.10)
do Discover Products Inc.
4590 E. Broad St.
Columbus, OH, 43213

TAMEKIA JOHNSON
DEFENDANT
904 W JORDAN ST
PENSACOLA, FL 32501

260595017640