



# 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

0825.75

## Part 1: Tax Deed Application Information

Applicant Name Applicant Address	FIG 20, LLC FIG 20, LLC FBO SEC PTY PO BOX 12225 NEWARK, NJ 07101-3411	Application date	Apr 16, 2025
Property description	DEAN WILLIAM H 2 HARMONY AVE PENSACOLA, FL 32505 2506 N E ST 06-2820-000 N 35 FT OF LTS 19 20 AND OF W 10 FT OF LT 18 BLK 36 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR 3698 P 670	Certificate #	2023 / 2790
		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)
# 2023/2790	06/01/2023	683.26	235.72	918.98
→ Part 2: Total*				918.98

## 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)
# 2024/2960	06/01/2024	746.68	6.25	123.20	876.13
Part 3: Total*					876.13

## 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)	1,795.11
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	112.40
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)	2,282.51

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

Sign here:   
Signature, Tax Collector or Designee

Escambia, Florida  
Date April 21st, 2025

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

+6.25

<b>Part 5: Clerk of Court Certified Amounts (Lines 8-14)</b>	
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. <b>Total Paid (Lines 8-13)</b>	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>08/06/2025</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.

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2500036

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,  
FIG 20, LLC  
FIG 20, LLC FBO SEC PTY  
PO BOX 12225  
NEWARK, NJ 07101-3411,

hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
06-2820-000	2023/2790	06-01-2023	N 35 FT OF LTS 19 20 AND OF W 10 FT OF LT 18 BLK 36 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR 3698 P 670

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  
FIG 20, LLC  
FIG 20, LLC FBO SEC PTY  
PO BOX 12225  
NEWARK, NJ 07101-3411

04-16-2025  
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:	182S306000190036	Year	Land	Imprv	Total	Cap Val
Account:	062820000	2024	\$7,350	\$0	\$7,350	\$7,230
Owners:	DEAN WILLIAM H	2023	\$7,350	\$33,569	\$40,919	\$36,590
Mail:	2 HARMONY AVE PENSACOLA, FL 32505	2022	\$4,900	\$32,123	\$37,023	\$33,264
Situs:	2506 N E ST 32501	Disclaimer				
Use Code:	VACANT COMMERCIAL	Tax Estimator				
Taxing Authority:	COUNTY MSTU	Change of Address				
Tax Inquiry:	<a href="#">Open Tax Inquiry Window</a>	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	None	
11/1994	3698	670	\$100	WD	N			<b>Legal Description</b> N 35 FT OF LTS 19 20 AND OF W 10 FT OF LT 18 BLK 36 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR 3698 P 670	
08/1992	3223	349	\$100	WD	Y				
03/1979	1309	938	\$14,500	WD	N				
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller								<b>Extra Features</b> None	

**Parcel Information** [Launch Interactive Map](#)

Section  
Map Id:  
18-2S-30

Approx.  
Acreage:  
0.0562

Zoned:   
Com

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

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

**Buildings**

**Images**



7/24/2023 12:00:00 AM

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



## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **FIG 20 LLC** holder of **Tax Certificate No. 02790**, 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:

**N 35 FT OF LTS 19 20 AND OF W 10 FT OF LT 18 BLK 36 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR 3698 P 670**

**SECTION 18, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 062820000 (0825-75)**

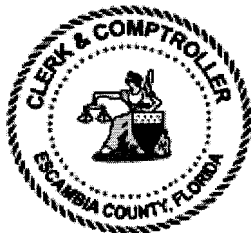
The assessment of the said property under the said certificate issued was in the name of

**WILLIAM H DEAN**

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 August, which is the **6th** day of August 2025.

Dated this 28th day of April 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 #: 06-2820-000 CERTIFICATE #: 2023-2790

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 as any other form of guarantee or warranty of title.

Use of the term "Report" herein refers to the Property Information Report and the documents attached hereto.

Period Searched: May 14, 2005 to and including May 14, 2025 Abstractor: Andrew Hunt

BY



Michael A. Campbell,  
As President  
Dated: May 16, 2025

**PROPERTY INFORMATION REPORT**  
**CONTINUATION PAGE**

May 16, 2025

Tax Account #: **06-2820-000**

1. The Grantee(s) of the last deed(s) of record is/are: **WILLIAM H DEAN**

**By Virtue of Warranty Deed recorded 12/27/1994 in OR 3698/670**

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. **Amended, Restated, and Consolidated Mortgage in favor of Synovus Bank f/k/a Coastal Bank and Trust f/k/a Columbus Bank and Trust f/k/a Bank of Pensacola, recorded 05/27/2021 — OR 8540/690, together with the following:**

- i. **Mortgage recorded 5/25/2004 — OR 5418/219, together with Assignment of Leases and Rents recorded 5/25/2004 — OR 5418/229, Modification recorded 8/22/2007 — OR 6205/761, Agreement recorded 7/16/2010 — OR 6614/1082, Notice/Modification recorded 1/19/2016 — OR 7465/307, and Assignment of Rents and Leases recorded 1/19/2016 — OR 7465/314**
- ii. **Mortgage recorded 6/29/2009 — OR 6477/1309, together with Assignment of Rents and Leases recorded 6/29/2009 — OR 6477/1317, Modification/Agreement recorded 4/8/2010 — OR 6578/1028, and Modification/Agreement recorded 7/16/2010 — OR 6614/1076**

- b. **Code Enforcement Order recorded 9/14/2022 – OR 8859/198 together with Cost Order recorded 10/4/2023 – OR 9050/959**

4. Taxes:

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

**Tax Account #: 06-2820-000**

**Assessed Value: \$7,230.00**

**Exemptions: NONE**

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

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

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

**PERDIDO TITLE SOLUTIONS**  
**PROPERTY INFORMATION REPORT**  
3050 Concho Drive, Pensacola, Florida 32507 | Phone 850-466-3077

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

**CERTIFICATION: PROPERTY INFORMATION REPORT FOR TDA**

**TAX DEED SALE DATE:** AUG 6, 2025  
**TAX ACCOUNT #:** 06-2820-000  
**CERTIFICATE #:** 2023-2790

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

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

**WILLIAM H DEAN**  
**2 HARMONY AVE**  
**PENSACOLA, FL 32505**

**WILLIAM H DEAN**  
**2506 N E ST**  
**PENSACOLA, FL**

**WILLIAM H DEAN**  
**2507 N E ST**  
**PENSACOLA, FL 32501**

**WILLIAM H DEAN**  
**2508 N E ST**  
**PENSACOLA, FL 32501**

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

**WILLIAM H DEAN**  
**2422 N DAVIS HWY**  
**PENSACOLA, FL 32505**

**SYNOVUS BANK**  
**1148 BROADWAY**  
**COLUMBUS, GA 31901**

Certified and delivered to Escambia County Tax Collector, this 16<sup>th</sup> day of May 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**

**May 16, 2025**

**Tax Account #:06-2820-000**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**N 35 FT OF LTS 19 20 AND OF W 10 FT OF LT 18 BLK 36 ENGLEWOOD HEIGHTS PLAT DB 59 P  
107 OR 3698 P 670**

**SECTION 18, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 06-2820-000(0825-75)**

OR Bk3698 Pg0670  
INSTRUMENT 00178226

STATE OF FLORIDA

Escambia COUNTY

This Instrument was Prepared by:

BAKER &amp; DUKE, P.A.

P.O. BOX 66, PENS., FL 32591

Return Instrument to:

BAKER &amp; DUKE, P.A.

P.O. BOX 66, PENS., FL 32591

## WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That JOHN H. WYCHE and ALICIA A. WYCHE, husband and wife for and Address  
consideration of Ten and No/100 (\$10.00) DOLLARS and all other Good and  
Valuable considerations

the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant  
unto WILLIAM H. DEAN

his 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:

The North 35 feet of Lots 18, 19 and 20, less the East 20 feet of Lot 18, Block 36,  
Englewood Heights, the Pensacola Realty Company's subdivision of West 19.60 chains of  
Section 18, Township 2 South, Range 30 West, Escambia County, Florida.

There is expressly excepted from the warranties herein contained all easements and  
restrictions of record, if any, and any mineral leases and/or reservations of record,  
including any reservations of royalty interest in minerals and ad valorem real property  
taxes for the year 1994 and subsequent years.

Together with all and singular the tenements, hereditaments and appurtenances  
thereto belong or in anywise appertaining, free from all exemptions and right  
of homestead.

And we covenant that we am/are well seized of an indefeasible  
estate in fee simple in the said property, and have a good right to convey the  
same; that it is free of lien or encumbrance, and that our heirs,  
executors and administrators, the said grantees, 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 hands and seals  
this 17<sup>th</sup> day of November, A.D. 19 94.

Signed, sealed and delivered in the presence of

*Elizabeth Gerths*

ELIZABETH GERTHS

*Cherryl Sexton*

CHERRYL SEXTON

*John H. Wyche*

JOHN H. WYCHE

*Alicia A. Wyche*

ALICIA A. WYCHE

Before the subscriber personally appeared John H. Wyche  
and Alicia A. Wyche, known to me to be the individuals described by  
said names in and who executed the foregoing instrument, and acknowledged that  
they executed the same for the uses and purposes therein set forth.

STATE OF FLORIDA

Escambia COUNTY

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of  
November, 19 94 by John H. & Alicia A. Wyche, who produced

Personally known as identification and who did  
not take an oath.

Given under my hand and official seal this 17<sup>th</sup> day  
of November, 19 94.

ELIZABETH GERTHS  
Notary Public, State of Florida  
My Comm. Expires April 11, 1996  
Comm. No. CC191174

*Elizabeth Gerths*  
Notary Public

D S PD Deed \$0.70  
Mort \$0.00 ASUM \$0.00  
DECEMBER 27, 1994  
Joe A. Flowers, Comptroller  
Cert. Reg. 59-204328-27-01  
Bt. *Joe A. Flowers* D.C.

Instrument 00178226  
Filed and recorded in the  
public records  
DECEMBER 27, 1994  
at 10:24 A.M.  
in Book and Page noted  
above or hereon  
and record verified  
JOE A. FLOWERS,  
COMPTROLLER  
Escambia County,  
Florida

2885  
2452  
4650

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$94,796.49, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE LENDER UNDER THE TERMS OF THIS MORTGAGE.

This instrument prepared by:  
A. ALAN MANNING, Esquire  
Clark, Partington, Hart, Larry,  
Bond & Stackhouse  
Post Office Box 13010  
Pensacola, FL 32591-3010  
(850) 434-9200

CPH&H File no. 04-0734

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

OR BK 5418 PG0219  
Escambia County, Florida  
INSTRUMENT 2004-244502

MTG DOC STAMPS PD @ ESC CO \$ 381.85  
05/25/04 ERNIE LEE MAGNIA, CLERK

INTANGIBLE TAX PD @ ESC CO \$ 218.20  
05/25/04 ERNIE LEE MAGNIA, CLERK

For Clerk's Use Only

### MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT, dated the 21st day of May, 2004, from WILLIAM H. DEAN, a married man, whose address is 2422 N. Davis Highway, Pensacola, Florida 32503 (hereinafter the "Mortgagor"), to **BANK OF PENSACOLA, a Florida banking corporation**, whose address is Post Office Box 12966, Pensacola, FL 32591-2966, (hereinafter the "Mortgagee"), WITNESSETH:

#### SECTION 1.

1.01 PREMISES. Mortgagor, for and in consideration of the premises, as security for the Secured Indebtedness, as that term is hereinafter defined, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, convey and grant unto the Mortgagee, its successors and assigns, the following (hereinafter collectively the "Premises"):

A. REAL PROPERTY. That certain real property lying and being in Escambia County, Florida and being more particularly described on Exhibit "A" attached hereto and made a part hereof:

The herein described property is not the constitutional homestead of Mortgagor who resides at 2422 N. Davis Highway, Pensacola, Florida 32503.

B. IMPROVEMENTS. All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Real Property, all building materials, plans, specifications, drawings and books and records pertaining to design or construction of any buildings, structures and improvements now or hereafter situated on the Real Property, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantles, air conditioning apparatus, refrigeration plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings and storm sashes which are or shall be attached to said buildings, structures or improvements and all other furnishings, fixtures, machinery, equipment, appliances, materials, chattels, inventory, accounts, farm products, consumer goods, general intangibles and personal property of every kind and nature whatsoever, now or hereafter owned by Mortgagor and located in, on or about, or used or intended to be used with or in connection with the use, operation and enjoyment of the Real Property, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title and interest of Mortgagor in any such furnishings, furniture, fixtures, machinery, equipment, appliances, and personal property subject to or covered by any prior security agreements, conditional sales contract, chattel mortgage or similar

liens or claims, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Real Property and a part of the Premises as between the parties hereto and all persons claiming by, through or under them.

C. **APPURTENANCES.** All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, and passages, sewer rights, water rights and powers, minerals, flowers, shrubs, trees and other emblements now or hereafter located on the Real Property or under or above the same or any part or parcel thereof and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions and remainders, whatsoever, in any way belonging, relating or appertaining to the Real Property or Improvements or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to Mortgagee, its successors and assigns in fee simple forever.

1.02 **PERMITTED ENCUMBRANCES.** Mortgagor, for himself, his heirs, successors, assigns and legal representatives, covenants with Mortgagee, its successors and assigns, that: (i) Mortgagor is indefeasibly seized of the Premises in fee simple; that Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for Mortgagor, his heirs and assigns at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Premises and every part thereof; that the Premises and every part thereof is free from all encumbrances of every kind and character except for taxes assessed for the year of closing and those matters, if any, described in the title insurance commitment issued in connection herewith (the "Permitted Encumbrances"); that the Mortgagor will make such further assurances to perfect the fee simple title to the Premises in Mortgagee, its successors and assigns, as may reasonably be required; that the Mortgagor does hereby fully warrant the title to the Premises and every part thereof and will defend the same against the lawful claims of all persons whomsoever except for the Permitted Encumbrances; (ii) Mortgagor shall duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every of the stipulations, agreements, conditions and covenants of the Note and all other documents or instruments evidencing or securing the Secured Indebtedness, as those terms are hereinafter defined; (iii) the Premises and its use fully complies with all applicable building and zoning codes and other land use regulations, any applicable environmental laws or regulations, and any other applicable laws or regulations; (iv) no part of the Real Property has been artificially filled; and (v) Mortgagor has lawful access to the Premises from a public road.

1.03 **SECURED INDEBTEDNESS.** This conveyance is intended to be and is a real property Mortgage and a "Security Agreement" governed by the laws of the State of Florida concerning mortgages and the Uniform Commercial Code as adopted in Florida, and is intended to secure the payment of the following (the "Secured Indebtedness"):

A. The existing indebtedness represented by that certain promissory note (the "Note") of date even herewith for the sum of **ONE HUNDRED NINE THOUSAND ONE HUNDRED and 00/100 Dollars (\$109,100.00)** made by the Mortgagor payable to the order of Mortgagee with interest from date until paid at the rate therein specified, the said principal and interest payable in the manner and upon the terms, provisions and conditions set forth in the Note, together with any and all renewals, extensions, modifications, consolidations and extensions thereof;

B. Such future or additional advances as may be made by Mortgagee at the option of Mortgagee to the Mortgagor, and also, the payment of any and all notes, liabilities, and obligations of the Mortgagor to Mortgagee, its successors or assigns, whether as maker, endorser, guarantor or otherwise, and whether such notes, liabilities or obligations, or any of them, be now in existence or accrue or arise hereafter, or be now owned or held by Mortgagee, or be acquired hereafter, it being the intent and purpose of the Mortgagor to secure, by the Mortgage, all notes, claims, demands, liabilities and obligations which Mortgagee, its successors or assigns, may have, hold or acquire at any time during the life of this Mortgage against the Mortgagor. Provided that, notwithstanding the foregoing, the total of all amounts secured hereby shall not exceed at any one time the sum of **TWO HUNDRED EIGHTEEN THOUSAND TWO HUNDRED and 00/100 Dollars (\$218,200.00)**; and provided, further, that all such advances, notes, claims, demands or liabilities and obligations secured hereby be incurred or arise or come into existence either on or prior to the date of



this Mortgage, or on or before twenty (20) years after the date of this Mortgage or within such lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable consideration. The Mortgagor hereby waives, on behalf of himself and his successors and assigns, the right to file for record a notice limiting the maximum principal amount which may be secured by this Mortgage as provided for in Florida Statutes 697.04(1)(b); and

C. The compliance with all the covenants, agreements and stipulations of this Mortgage, the Note, and any and all documents or instruments evidencing, securing or otherwise executed in connection with the Secured Indebtedness.

**1.04 ASSIGNMENT OF LEASES AND RENTS.** Mortgagor hereby assigns, transfers, sets over and pledges to Mortgagee, its successors and assigns, as further security and means for the discharge of the Secured Indebtedness, all leases of all or any part of the Premises now made, executed or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal, and all of the rents, issues and profits of the Premises and the improvements now or hereafter thereon, which rents, issues and profits may become due and payable at any time during the life of this Mortgage when any amount shall be due and unpaid by the Mortgagor hereunder or when the Mortgagor shall otherwise be in default hereunder, whether said rents, issues and profits shall be due from the present or any future tenants or leases thereof, with full power and authority in Mortgagee or its assigns to collect and receive the same from said tenants or leases or from any real estate agent or other person collecting the same, and to give proper receipts and acquittances therefor and after paying all commissions of any rental agent collecting the same and any attorney's fees and other expenses incurred in collecting the same to apply the net proceeds of such collections upon any and all indebtedness, obligations, undertakings or liabilities of the Mortgagor hereunder.

## SECTION 2.

Mortgagor further covenants and agrees as follows:

**2.01 PAYMENT OF INDEBTEDNESS.** To pay all and singular the principal and interest and other sums of money payable by virtue of the Secured Indebtedness, as in the Note, any instrument or instruments evidencing one or more future or additional advances, and/or this Mortgage provided, promptly on the days that the same respectively become due.

**2.02 MAINTENANCE AND REPAIR:** To keep perfect and unimpaired the security hereby given and to permit, commit or suffer no waste, impairment or deterioration of the Premises or any part thereof. Mortgagor shall comply with all restrictive covenants, statutes, ordinances and requirements of any governmental authority relating to the Premises, and shall not join in, consent to or initiate any change in such restrictive covenants, statutes, ordinances or requirements without the express written consent of Mortgagee.

**2.03 TAXES, LIENS AND OTHER CHARGES.** To pay all and singular the taxes, assessments, obligations and encumbrances of every nature now on the Premises or that hereafter may be levied, assessed or imposed thereon when due and payable according to law and before they become delinquent; and if the same not be promptly paid Mortgagee may, at any time either before or after delinquency, pay the same without waiving or affecting its right to foreclose this Mortgage or any other right hereunder and all sums so paid shall become a part of the Secured Indebtedness and at the option of Mortgagee, shall bear interest from the date of each such payment at the maximum rate allowed by law. Upon notification from Mortgagee, Mortgagor shall pay to Mortgagee, together with and in addition to the payments of principal and interest payable under the terms of the Note secured hereby, on installment paying dates in the Note, until said Note is fully paid or until notification from Mortgagee to the contrary, an amount reasonably sufficient (as estimated by Mortgagee) to provide Mortgagee with funds to pay said taxes, assessments, insurance premiums, rents and other charges next due so that Mortgagee will have sufficient funds on hand to pay the same thirty (30) days before the date upon which they become past due. In no event shall Mortgagee be liable for any interest on any amount paid to it as herein required, and the money so received shall be held in a separate account, pending payment or application thereof as herein provided. As required by Mortgagee, Mortgagor shall furnish to Mortgagee, at least thirty (30) days

before the date on which same will become past due, an official statement of the amount of said taxes, assessments, insurance premiums and rents next due, and Mortgagee shall pay said charges to the amount of the then unused credit therefor as and when they become severally due and payable. An official receipt therefor shall be conclusive evidence of such payment and the validity of such charges.

2.04 **INSURANCE.** Mortgagor will keep the Premises insured against loss or damage by fire, flood and such other risks and matters including, without limitation, business interruption, rental loss, public liability and boiler insurance, as Mortgagee may from time to time require in amounts required by Mortgagee, not exceeding in the aggregate 100% of the full insurable value of the Premises and shall pay the premiums for such insurance as same become due and payable. All policies of insurance (the "Policies") shall be issued by an insurer acceptable to Mortgagee and shall contain the standard New York Mortgagee non-contribution provision naming Mortgagee as the person to which all payments made by such insurance company shall be paid. Mortgagor will assign and deliver the Policies to Mortgagee. Not later than thirty (30) days prior to the expiration date of each of the Policies, Mortgagor will deliver to Mortgagee evidence satisfactory to Mortgagee of the renewal of each of the Policies. If the Premises shall be damaged or destroyed, in whole or in part, by fire or other casualty, Mortgagor shall give prompt notice thereof to Mortgagee. Sums paid to Mortgagee by any insurer may be retained and applied by Mortgagee toward payment of the Secured Indebtedness in such priority and proportions as Mortgagee in its discretion shall deem proper or, at the discretion of Mortgagee, the same may be paid, either in whole or in part, to Mortgagor for such purposes as Mortgagee shall designate. If Mortgagee shall receive and retain such insurance money, the lien of this Mortgage shall be reduced only by the amount thereof received after expenses of collection and retained by Mortgagee and actually applied by Mortgagee in reduction of the Secured Indebtedness.

2.05 **EXPENSES.** To pay all and singular the costs, charges and expenses, including reasonable attorneys' fees and costs of abstracts of title, incurred or paid at any time by Mortgagee or its assigns in collecting or attempting to collect the Secured Indebtedness or in foreclosing or attempting to foreclose this Mortgage or in enforcing any of its rights hereunder or incurred or paid by it because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of the instrument or instruments evidencing the Secured Indebtedness and this Mortgage; and said costs, charges and expenses shall be immediately due and payable and shall be secured by the lien of this Mortgage.

2.06 **CONDEMNATION.** Notwithstanding any taking of any property, herein conveyed and agreed to be conveyed, by eminent domain, alteration of the grade of any street or other injury to, or decrease in value of, the Premises by any public or quasi-public authority or corporation, Mortgagor shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from the application by Mortgagee of any award or payment for such taking, alterations, injury or decrease in value of the Premises, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt; and said award or payment may, at the option of Mortgagee, be retained and applied by Mortgagee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or object satisfactory to Mortgagee, but Mortgagee shall not be obligated to see to the application of any amount paid over to Mortgagor. If, prior to the receipt by Mortgagee of such award or payment, the Premises shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

2.07 **REPAIRS BY MORTGAGEE.** Mortgagee shall have the right from time to time to expend such sums as it shall deem necessary to keep the Premises in good condition and repair, and all sums so expended shall be added to and become a part of the Secured Indebtedness and shall bear interest and be payable as herein provided for the payment of Secured Indebtedness and interest and the lien of this Mortgage shall extend to and secure the same.

**2.08 INDEMNIFICATION.** Mortgagor shall protect, indemnify and save harmless Mortgagee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation attorneys' fees and expenses) imposed upon or incurred by or asserted against Mortgagee by reason of (a) ownership of this Mortgage, the Premises or any interest therein or receipt of any rents; (b) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (c) any use, nonuse or condition in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (d) any failure on the part of Mortgagor to perform or comply with any of the terms of this Mortgage; or (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof. Any amounts payable to Mortgagee by reason of the application of this paragraph shall become part of the Secured Indebtedness and shall bear interest and be payable as herein provided for the payment of the Secured Indebtedness and interest and the lien of this Mortgage shall extend to and secure the same. The obligations of Mortgagor under this paragraph shall survive any termination or satisfaction of this Mortgage.

**2.09 HAZARDOUS SUBSTANCES.** Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (hereinafter defined) on or in the Premises. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law (hereinafter defined). Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law at Mortgagor's expense. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law, and the following substances: (i) gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides and volatile solvents (other than such small quantities thereof as are generally recognized as being appropriate to normal use and to maintenance of the Premises), and (ii) materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection. To the maximum extent permitted by applicable law, Mortgagor shall indemnify Mortgagee and Mortgagee's successors, assigns, officers, directors, shareholders, employees, affiliates and agents (collectively, the "Indemnitees") against any and all liabilities, losses, damages or expenses suffered or incurred by Indemnitees as the result of Mortgagor's failure to observe or perform any of the provisions of this paragraph, as a result of the failure of Mortgagor or any other person to comply with any Environmental Law affecting the Premises or as a result of the presence, storage, disposal or treatment on the Premises of any Hazardous Substance. The indemnification obligations of Mortgagor under this paragraph shall survive payment or satisfaction of the Secured Indebtedness and any acquisition of the Premises by Mortgagee by foreclosure of this Mortgage, by conveyance in lieu of foreclosure or otherwise, and such provisions shall remain in full force and effect as long as the possibility exists that Indemnitees may suffer or incur any such liabilities, losses, damages or expenses.

### SECTION 3

**3.01 EVENT OF DEFAULT.** Each of the following events shall constitute an "Event of Default" under this Mortgage: (i) should Mortgagor fail to pay the Secured Indebtedness or any part thereof, when and as the same shall become due and payable; (ii) should any warranty or representation of Mortgagor herein contained, or contained in any instrument, transfer, certificate, statement, conveyance, assignment or loan agreement given with respect to the Secured Indebtedness, prove untrue or misleading in any material aspect; (iii) should the Premises be subject to actual or threatened waste, or any part thereof be removed, demolished or materially altered so that the value of the Premises be diminished; (iv) should any federal tax lien or claim of lien for labor or material be filed of record against Mortgagor or the Premises and not be removed by payment or bond within thirty (30) days from date of recording; (v) should any claim of priority to this Mortgage by title, lien or otherwise be asserted in any legal or equitable proceeding which is not fully covered by applicable title insurance; (vi) should Mortgagor or any guarantor of the Secured Indebtedness make any assignment for the benefit of creditors, or should a receiver, liquidator or trustee of Mortgagor or any

guarantor of the Secured Indebtedness or of any of Mortgagor's or any guarantor's of the Secured Indebtedness property be appointed, or should any petition for the bankruptcy, reorganization or arrangement of Mortgagor or any guarantor of the Secured Indebtedness pursuant to the Federal Bankruptcy Act or any similar statute, be filed, or should Mortgagor or any guarantor of the Secured Indebtedness be adjudicated a bankrupt or insolvent, or should Mortgagor or any guarantor of the Secured Indebtedness in any proceeding admit his insolvency or inability to pay his debts as they fall due or should Mortgagor, if a corporation, be liquidated or dissolved; (vii) should Mortgagor fail to keep, observe, perform, carry out and execute in every particular the covenants, agreement, obligations and conditions set out in this Mortgage, or in the Note or in any instrument given with respect to the Secured Indebtedness; (viii) should Mortgagor transfer, convey, encumber, mortgage, grant a security interest in or otherwise convey any interest in the Premises whatsoever without the prior written consent of Mortgagee excluding the creation of a purchase money security interest for household appliances, a transfer by devise, descent or by operation of law upon the death of a joint tenant or the grant of any leasehold interest of three (3) years or less not containing an option to purchase; (ix) should there occur, without the prior written consent of Mortgagee, any change in the ownership of Mortgagor, if Mortgagor is not an individual; (x) should an event of default or an event that but for the passage of time or giving of notice would constitute an event of default occur under the terms of any mortgage or any note secured by said mortgage or any other document or security instrument given in connection therewith given from Mortgagor to Mortgagee; (xi) should an event of default or an event that but for the passage of time or giving of notice would constitute an event of default occur under the terms of any other mortgage encumbering all or any portion of the Premises; or (xii) should Mortgagor hereafter attempt to limit the maximum principal amount which may be secured by this Mortgage.

**3.02 REMEDIES.** If an Event of Default occurs and remains uncured, then in either or any such event, the aggregate sum or sums secured hereby then remaining unpaid, with interest accrued at that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of Mortgagee, or its assigns, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such date, anything in the Note or any instrument or instruments or in this Mortgage to the contrary notwithstanding; and thereupon, or thereafter, at the option of Mortgagee, or its assigns, without notice or demand, suit at law or in equity may be prosecuted as if all moneys secured hereby had matured prior to its institution. The Mortgagee, or its assigns, may do either or both of the following as to the amount so declared due and payable: (i) bring an action to enforce payment of the amount so declared due and payable, with or without bringing an action to foreclose this Mortgage; and/or (ii) foreclose this Mortgage as to the amount so declared due and payable, and the Premises, or any part or parts thereof, in one or more sales as determined by Mortgagee, shall be sold to satisfy and pay the same with costs, expenses and allowances. In addition, Mortgagee shall also be entitled to take such action and avail itself of such remedies as may be available under the Uniform Commercial Code in effect in the State of Florida.

**3.03 RECEIVER.** In the event a suit shall be instituted to foreclose this Mortgage, Mortgagee, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver for all and singular the Premises and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to Mortgagee, its successors or assigns, without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of the Mortgagor, Mortgagor's legal representatives, successors or assigns, and that such rents, profits, incomes, issues, and revenues shall be applied by such receiver to the payment of the Secured Indebtedness, costs, and charges, according to the order of said court. The Mortgagor hereby specifically waives the right to object to the appointment of a receiver as described herein and hereby expressly consents that such appointment shall be made as an admitted equity and is Mortgagee's absolute right, and that the appointment may be done without notice to the Mortgagor. Mortgagor further consents to the appointment of Mortgagee or any officer or employee of Mortgagee as receiver.

#### SECTION 4

**4.01 PRIOR LIENS, LEASEHOLD, OR CONDOMINIUM.** If this is a junior Mortgage, or if this is a mortgage on a leasehold estate, Mortgagor shall pay all installments of principal and interest and perform each and every covenant and obligation of the prior mortgage or the lease. Failure of Mortgagor to do so shall constitute a default hereunder.

Upon failure of Mortgagor to do so, Mortgagee may (but shall not be required to) make such payments or perform such covenants or obligations and the cost of same, together with interest at the maximum rate allowed by law, shall be payable by Mortgagor upon demand by Mortgagee and shall be secured by the lien of this Mortgage. If this is a junior Mortgage and Mortgagor increases the amount due on any prior mortgage without Mortgagee's prior written consent, Mortgagee may, at its option, immediately or thereafter declare this Mortgage and the indebtedness secured hereby due and payable forthwith and thereupon may, at its option, proceed to foreclose this Mortgage. If this is a Mortgage on a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Mortgagor and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

**4.02 NOTICES.** Any notice, election, or other communication required or permitted hereunder shall be in writing and shall be either: (i) delivered in person; (ii) sent by overnight courier service; or (iii) sent by certified or registered United States mail, return receipt requested, to the addresses for Mortgagor and Mortgagee set forth on the first page of this Mortgage. Any notice, election, or other communication delivered or mailed as aforesaid shall, if delivered in person, be effective upon date of delivery, if couriered by overnight delivery service be effective on the date of delivery and if mailed, such notice shall be effective upon date of actual receipt. Any notice delivered to the address or addresses set forth above to the respective party shall be deemed delivered if delivery thereof is rejected or refused at the address provided. Each party hereto may change its address and addressee for notice, election, and other communication from time to time by notifying the other parties hereto of the new address and addressee in the manner provided for giving notice herein.

**4.03 SUBROGATION.** To the extent of the Secured Indebtedness, Mortgagee is hereby subrogated to the lien or liens and to the rights of the owners and holders thereof of each and every mortgage, lien or other encumbrance on the Premises which is paid or satisfied, in whole or in part, from the proceeds of the loan evidenced by the Secured Indebtedness or from the proceeds of any future or additional advances, and the liens of said mortgages or other encumbrances, shall be and the same and each of them hereby are preserved and shall pass to and be held by Mortgagee herein as security for the Secured Indebtedness, to the same extent that it would have been preserved and would have been passed to and been held by Mortgagee had it been duly and regularly assigned, transferred, set over and delivered unto Mortgagee by separate deed of assignment, notwithstanding the fact that the same may be satisfied and cancelled of record, it being the intention that the same will be satisfied and canceled of record by the holders thereof at or about the time of the recording of this Mortgage.

**4.04 GENERAL.** The provisions hereof shall be binding upon and shall inure to the benefit of Mortgagor, the heirs, executors, administrators, legal representatives, successors and assigns (including without limitation subsequent owners of the Premises) and shall be binding upon and inure to the benefit of Mortgagee, its successors and assigns and any future holder of the Secured Indebtedness hereby secured, and any successors or assigns of any future holder of the Secured Indebtedness. This Mortgage may not be changed, terminated or modified orally or in any other manner than by an instrument in writing signed by the party against whom enforcement is sought. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Mortgage. In no event shall all charges in the nature of interest charged or taken on this Mortgage or in connection with the Secured Indebtedness exceed the maximum allowed by law and in the event such charges cause the interest to exceed said maximum allowed by law, such interest shall be recalculated, and such excess shall be credited to principal, it being the intent of the parties that under no circumstances shall the Mortgagor be required to pay any charges in the nature of interest in excess of the maximum rate allowable by law. In the case any one or more of the covenants, agreements, terms, or provisions contained in this Mortgage or in the Note shall be held or found invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms, or provisions contained herein and in the Note shall in no way be affected, prejudiced, or disturbed thereby. This Mortgage shall be governed and construed by the laws of the State of Florida. No act of Mortgagee shall be construed as an election to proceed under any one provision of the Mortgage or of the applicable statutes of the State of Florida to the exclusion of any other such provision, anything herein otherwise to the contrary notwithstanding. Time is of the essence of this Mortgage. No waiver of any

covenant herein or in the obligations secured hereby shall at any time hereafter be held to be a waiver of any of the other terms hereof or of the Secured Indebtedness secured hereby, or future waiver of the same covenant. The use of any gender shall include all other genders. The singular shall include the plural. Mortgagor will execute and deliver promptly to Mortgagee on demand at any time or times hereafter, any and all further instruments reasonably required by Mortgagee to carry out the provisions of this Mortgage.

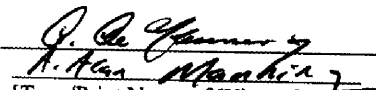
**4.05 ENTIRE AGREEMENT, WAIVER OF JURY TRIAL.** It is understood and agreed that: ANY CONTEMPORANEOUS OR PRIOR REPRESENTATIONS, STATEMENTS, UNDERSTANDINGS AND AGREEMENTS, ORAL OR WRITTEN, BETWEEN MORTGAGOR AND MORTGAGEE ARE MERGED INTO THIS MORTGAGE, WHICH ALONE FULLY AND COMPLETELY EXPRESSES THEIR AGREEMENT, AND THAT THE SAME IS ENTERED INTO AFTER FULL INVESTIGATION, NEITHER PARTY RELYING ON ANY STATEMENT OR REPRESENTATION MADE BY THE OTHER WHICH IS NOT EMBODIED IN THIS MORTGAGE. MORTGAGEE AND MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY. THIS PARAGRAPH IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE MAKING THE LOAN TO MORTGAGOR.

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$94,796.49, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE LENDER UNDER THE TERMS OF THIS MORTGAGE.**

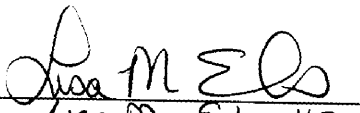
Mortgagor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered  
in the presence of:

MORTGAGOR:

  
[Type/Print Name of Witness]

  
WILLIAM H. DEAN

  
[Type/Print Name of Witness]

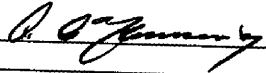
OR BK 5418 P60227  
Escambia County, Florida  
INSTRUMENT 2004-244502

STATE OF ^FLORIDA       )  
                                  :  
COUNTY OF ^ESCAMBIA    )

The foregoing instrument was acknowledged before me this 21st day of May, 2004, by WILLIAM H. DEAN, a married man, ( ) who is personally known to me or (x) who has shown me a drivers license as identification.

A. ALAN MANNING  
Notary Public, State of Florida  
My Comm. Expires Aug. 12, 2005  
Comm. No. DD 039650

(NOTARIAL SEAL)

  
\_\_\_\_\_  
(Print/Type Name)  
NOTARY PUBLIC  
Commission number: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

OR BK 5418 PG0228  
Escambia County, Florida  
INSTRUMENT 2004-244502

**EXHIBIT "A"**

RCD May 25, 2004 04:15 pm  
Escambia County, Florida

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2004-244502

**Parcel 1:**

The North ½ of Lots 11 to 15 inclusive, in Block 37, Englewood Heights, Section 18, Township 2 South, Range 30 West, according to the map by L.E. Thornton, Civil Engineer, in October 1909 and recorded in Deed Book 59 at Page 107, of the public records of Escambia County, Florida.

**Parcel 2:**

Commencing at a point 10 feet East and 35 feet South of the Northeast corner of Lot 5, thence West 90 feet, thence South 35 feet, thence East 90 feet, thence North 35 feet to point of beginning, same being part of Lots 3, 4, 5, and 6, of Block 36, Englewood Heights, being Pensacola Realty Company's Subdivision of West 1297 feet of Section 18, Township 2 South, Range 30 West, in Escambia County, Florida, according to plat of said subdivision made by L.E. Thornton, C.E. in October 1909 and recorded in Deed Book 59 at Page 107, of the public records of said county.



1750  
This Instrument was Prepared By  
A. ALAN MANNING, Esquire  
CLARK, PARTINGTON, HART, LARRY,  
BOND & STACKHOUSE  
125 West Romana Street, Suite 800  
Post Office Box 13010  
Pensacola, Florida 32591-3010  
(850) 434-9200

CPH&H File no. 04-0734

STATE OF FLORIDA

COUNTY OF ESCAMBIA

OR BK 5418 PG0229  
Escambia County, Florida  
INSTRUMENT 2004-244503

**ASSIGNMENT OF LEASES, RENTS AND PROFITS**

**THIS ASSIGNMENT**, made this 21st day of May, 2004, by and between **WILLIAM H. DEAN**, a married man, whose address is 2507 N. E Street, Pensacola, Florida 32501 (the "Assignor"), whether there be one or more, masculine or feminine, and hereinafter referred to in the singular, and **BANK OF PENSACOLA**, whose address is Post Office Box 12966, Pensacola, Florida 32591-2966 (the "Assignee");

**WITNESSETH:**

For value received, as additional security for the Loan, as that term is hereinafter defined, and such future or additional advances as may be made by Assignee at the option of Assignee to Assignor (hereinafter collectively the "Indebtedness"), Assignor hereby sells, transfers and assigns unto Assignee, its successors and assigns, all the right, title and interest of Assignor in and to the rents, issues, profits, revenues, royalties, rights and benefits (collectively the "Rents") from that certain tract(s) or parcel(s) of real property lying and being in Escambia County, Florida, (the "Property"), and being more particularly described as:

See Exhibit "A" attached hereto and by this reference made a part thereof.

**AND TO THAT END** Assignor assigns and sets over unto Assignee, its successors and assigns, all leases of the Property now made, executed or written, whether written or verbal, or to be made hereafter, whether written or verbal (the "Leases").

**AND** Assignor does authorize and empower Assignee, its successors and assigns, to collect the Rents as they shall become due, and does direct each and all of the tenants of the Property to pay the Rents as now may be due or shall become due hereafter to Assignee, its successors and assigns, upon demand for payment by Assignee, its successors and assigns. It is understood and agreed, however, that no such demand shall be made unless and until there has been a default in the payment of the Indebtedness, but the tenants shall pay the Rents to Assignee upon such demand without the necessity of inquiry into the propriety of doing so, and shall be fully protected in so doing. Until such demand is made, Assignor is authorized to collect, or continue collecting, the Rents; but this privilege shall not operate to permit the collection by Assignor of any installment of Rent in advance of the date prescribed in the Lease or Leases for its or their payment.

The term of this Assignment shall be until the certain note and mortgage (and any extension, renewal or modification thereof) of even date herewith, made, executed and delivered by Assignor to Assignee, covering the Property for the sum of ONE HUNDRED NINE THOUSAND ONE HUNDRED Dollars (\$109,100.00) (the Loan") shall have been paid and satisfied fully, or until the expiration of the period of redemption, if any, at which time this Assignment is to be fully satisfied, canceled and released, and the releasing of the Mortgage shall constitute a release of this Assignment.

All Rents collected under this Assignment, less the expense of collection, if any, shall be applied on account of taxes and assessments on the Property, insurance premiums and delinquencies of principal and interest under the Note and Mortgage, or any other document or instrument evidencing or securing the Indebtedness, as may be determined by Assignee in its sole discretion.

It is expressly covenanted and agreed by Assignor that at the time of the execution and delivery of this Assignment there has been no anticipation or prepayment of any Rents by any of the tenants occupying the Property or by any of the lessees in any of the Leases, except as reflected in the Leases.

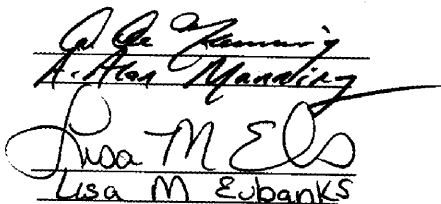
It is further covenanted and agreed that Assignor and its successors and assigns, shall have no right, power or authority to alter, modify or amend the terms, or any of them, of any of the Leases in any particular whatsoever without first obtaining the consent in writing of Assignee to such alteration, modification or amendment.

Nothing contained in this Assignment shall be construed as making Assignee, or its successors and assigns, a mortgagee in possession, nor shall Assignee, or its successors and assigns, be liable for laches or failure to collect the Rents, and it is understood that Assignee is to account only for such sums as actually are collected.

**IT IS UNDERSTOOD AND AGREED** that neither the existence of this Assignment, nor the exercise of the privilege to collect the Rents under it, shall be construed as a waiver by Assignee, or its successors and assigns, of the right to enforce payment of the Indebtedness in strict accordance with the terms and provisions of any document or instrument evidencing or securing the Indebtedness for which this Assignment is given as security.

**IN WITNESS WHEREOF**, Assignors have caused these presents to be executed in their names the day and year first above written.

Signed, Sealed and Delivered  
in the Presence Of:

  
Lisa M. Eubanks

  
WILLIAM H. DEAN

OR BK 5418 P60231  
Escambia County, Florida  
INSTRUMENT 2004-244503

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of May, 2004, by WILLIAM H. DEAN, a married man, who ( ) is personally known to me or (X) has shown me a driver license as identification.

[NOTARIAL SEAL]

~~A. ALAN MANNING~~  
~~Notary Public, State of Florida~~  
~~My Comm. Expires Aug. 19, 2005~~  
~~Comm. No. DD 039650~~

A. ALAN MANNING  
Notary Public, State of Florida  
My Comm. Expires Aug. 19, 2005  
Comm. No. DD 039650

  
\_\_\_\_\_  
NOTARY PUBLIC

Comm. #:  
My comm. expires:

OR BK 5418 P60232  
Escambia County, Florida  
INSTRUMENT 2004-244503

**EXHIBIT "A"**

RCD May 25, 2004 04:15 pm  
Escambia County, Florida

ERNIE LEE MAGANA  
Clerk of the Circuit Court  
INSTRUMENT 2004-244503

**Parcel 1:**

The North ½ of Lots 11 to 15 inclusive, in Block 37, Englewood Heights, Section 18, Township 2 South, Range 30 West, according to the map by L.E. Thornton, Civil Engineer, in October 1909 and recorded in Deed Book 59 at Page 107, of the public records of Escambia County, Florida.

**Parcel 2:**

Commencing at a point 10 feet East and 35 feet South of the Northeast corner of Lot 5, thence West 90 feet, thence South 35 feet, thence East 90 feet, thence North 35 feet to point of beginning, same being part of Lots 3, 4, 5, and 6, of Block 36, Englewood Heights, being Pensacola Realty Company's Subdivision of West 1297 feet of Section 18, Township 2 South, Range 30 West, in Escambia County, Florida, according to plat of said subdivision made by L.E. Thornton, C.E. in October 1909 and recorded in Deed Book 59 at Page 107, of the public records of said county.

This instrument prepared by:  
Jean B. Bowles  
Bank of Pensacola  
P. O. Box 12966  
Pensacola FL 32591-2966

**State of Florida**  
**COUNTY OF ESCAMBIA**

**ADDITIONAL ADVANCE**  
**MORTGAGE MODIFICATION AGREEMENT**

THIS MORTGAGE MODIFICATION AGREEMENT is made and entered into on this 17<sup>th</sup> day of August, 2007, by and between William H. Dean (herein referred to as "Mortgagor") and Bank of Pensacola, (hereinafter referred to as "Bank"),

**WITNESSETH:**

WHEREAS, William H. Dean, (hereinafter referred to as "Borrower"), executed a promissory note to Bank in the original amount One Hundred Nine Thousand One Hundred and 00/100 (\$109,100.00) (hereinafter referred to as the "Note"); and

WHEREAS, to secure the Note, Mortgagor executed a Mortgage (hereinafter referred to as the "Mortgage") to Bank which was dated May 21, 2004 and recorded in Official Records Book 5418, Page 0219, in the Public Records of Escambia County, Florida; and

WHEREAS, Borrower desires to borrow an additional Thirty One Thousand and 00/100 Dollars (\$31,000.00) from Bank, and Borrower has agreed to execute and deliver to Bank as evidence of such additional loan (mark one):

- ☐ A Note Modification Agreement that amends the Note,  
☐ An additional promissory note in the principal amount of the additional loan,  
☒ A new Note, in the principal sum of \$131,113.32, in amendment of and in replacement and substitution for the original Note.

Of even date herewith; and

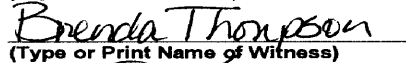
WHEREAS, Bank is willing to lend such additional sum to Borrower on condition, among other, that Mortgagor execute and deliver this Mortgage Modification Agreement.

NOW, THEREFORE, in consideration of the additional loan made by Bank to Borrower and other valuable consideration, receipt of which is hereby acknowledged, Mortgagor and Bank agree that the Mortgage secures the payment as and when due of the principal sum of One Hundred Thirteen Thousand One Hundred Thirteen & 32/100 Dollars (\$131,113.32), as evidenced by the Note or Notes described above, together with any note or notes hereafter delivered in extension or renewal of, or in substitution for, any of the foregoing, and all interest now or hereafter owed or accruing on all of the foregoing.

Mortgagor and Bank agree that all other terms of the Mortgage shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Mortgage Modification Agreement and caused their seals to be affixed hereto on the day and year first above written.

  
(Signature of Witness)

  
(Type or Print Name of Witness)

  
(Signature of Witness)

  
(Type or Print Name of Witness)

 (Seal)  
Mortgagor: William H. Dean

\_\_\_\_\_  
(Seal)  
Mortgagor:

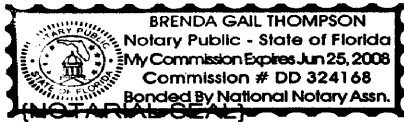
\_\_\_\_\_  
(Seal)  
Mortgagor:

BY:   
Norris F. McMahon  
Its: Sr. Vice President

(Bank)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of August, 2007, by Norris F. McMahon, Sr. Vice President of Bank of Pensacola, on behalf of the banking corporation. He is known to me, and he did not take an oath.

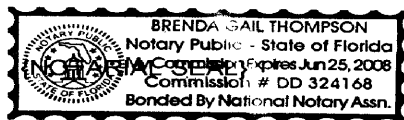


Brenda Gail Thompson  
(Type/Print Name of Notary)  
My Commission No: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(by Mortgagor)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of August, 2007, by William H. Dean who (X) is as personally known to me, or ( ) who has shown me \_\_\_\_\_ as identification, and who did take an oath.



Brenda Gail Thompson  
(Type/Print Name of Notary)  
My Commission No: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(by Mortgagor)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, who ( ) is as personally known to me, or ( ) who has shown me \_\_\_\_\_ as identification, and who did take an oath.

{NOTARIAL SEAL}

\_\_\_\_\_  
(Type/Print Name of Notary)  
My Commission No: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Doc Stamps - 70.00  
Intangibles - 40.00  
Rec - 113.50

### REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

Mortgagors (last name(s) first):

DEAN, WILLIAM H , A MARRIED MAN

DEAN, VIVIAN C, A MARRIED WOMAN

2422 N DAVIS HWY

Mailing Address

PENSACOLA, FL 32503-3831

City State Zip

Mortgagee:

COASTAL BANK AND TRUST OF FLORIDA

125 WEST ROMANA STREET, SUITE 400

PENSACOLA, FL 32502

*This instrument was prepared by:*

COASTAL BANK AND TRUST OF FLORIDA

125 WEST ROMANA STREET, SUITE 400

PENSACOLA, FL 32502

**Know All Men By These Presents: That whereas** WILLIAM H DEAN , A MARRIED MAN

VIVIAN C DEAN, A MARRIED WOMAN

(whether one or more, hereinafter called the "Borrower") has become justly indebted  
to COASTAL BANK AND TRUST OF FLORIDA with offices in PENSACOLA;

Florida, (together with its successors and assigns, hereinafter called "Mortgagee") in the sum of  
**\*\*TWENTY THOUSAND DOLLARS AND ZERO CENTS\*\*** Dollars (\$ 20000.00)

together with interest thereon, as evidenced by a promissory note or notes of even date  
herewith. (If the maturity date of the note or notes is 20 years or longer, indicate the latest  
maturity date here: \_\_\_\_\_).

This conveyance is intended to be and is a real property Mortgage and a "Security Agreement" governed by the laws of the State of Florida concerning mortgages and the Uniform Commercial Code as adopted in Florida, and is intended to secure the payment of the following (the "Secured Indebtedness"):

A. The existing indebtedness represented by that certain promissory note of even date herewith for the sum of TWENTY THOUSAND AND 00/100TH DOLLARS (\$ 20,000.00) made by mortgagor payable to the order of Mortgagee with interest from date until paid at the rate therein specified, the said principal and interest payable in the manner and upon the terms, provisions and conditions set forth in the Note, together with any and all renewals, extensions, modifications, consolidations and extensions thereof;

B. Such future or additional advances as may be made by Mortgagee at the option of Mortgagee to the Mortgagor; provided that, notwithstanding the foregoing, the total of all amounts secured hereby shall not exceed at any one time the sum of FORTY THOUSAND AND 00/100TH DOLLARS (\$ 40,000.00); and provided, further, that all such advances, notes, claims,

demands or liabilities and obligations secured hereby be incurred or arise or come into existence either on or prior to the date of this Mortgage, or on or before twenty (20) years after the date of this Mortgage or within such lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable consideration. The Mortgagor hereby waives, on behalf of himself/herself and his/her successors and assigns, the right to file for record a notice limiting the maximum principal amount which may be secured by this Mortgage as provided for in Florida Statute 697.04(1)(b).

NOW, THEREFORE, in consideration of the premises, and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances) now or hereafter owed by any of the above-named Borrowers to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned WILLIAM H DEAN, A MARRIED MAN

(whether one or more, hereinafter called "Mortgagors") do hereby assign, grant, bargain, sell and convey unto Mortgagee the following described real property situated in ESCAMBIA County, State of Florida, viz:

PARCEL ONE: LOT 4, BLOCK 88, EAST KING TRACT, EAST OF TARRAGONA, CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

together with all rents and other revenues thereof and all rights (including riparian rights), privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, smoke, fire, and intrusion detection devices, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property."

To Have And To Hold the same and every part thereof unto Mortgagee, its successors and assigns forever.

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including future advances), Mortgagors hereby assign and transfer to Mortgagee, and grant to Mortgagee a security interest in, all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagors, or any of them, located, whether permanently or temporarily, on the mortgaged property, and all building materials, household appliances, equipment, fixtures and fittings now owned or hereafter acquired by Mortgagors, or any of them, located or stored on any other real property, which are or shall be purchased by Mortgagors, or any of them, for the purpose, or with the intention, of making improvements on the mortgaged property or to the premises located on said property. The personal property herein transferred includes limitation, all lumber, bricks, building stones, building blocks, sand, cement roofing materials, paint, doors, windows, storm doors, storm windows, wires and wiring, hardware, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building materials, equipment and appliances of every kind and character used or useful in connection with improvements to real property.

For the purpose of further securing the payment of said indebtedness Mortgagors warrant covenant and agree with Mortgagee, its successors and assigns, as follows:

1. That they are lawfully seized in fee and possessed of the mortgaged property and have a good right to convey the same as aforesaid, and they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

2. That they will pay when due all taxes, assessments, or other liens or mortgages taking priority over this mortgage, and should default be made in the payment of the same, or any part thereof, Mortgagee may pay the same (but Mortgagee is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Mortgagors shall perform all of Mortgagors' obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. Should Mortgagors default in any of such obligations, Mortgagee may perform Mortgagors' obligations (but Mortgagee is not obligated to do so).



3. That they will keep the buildings on the mortgaged property continuously insured in such amounts, in such manner and with such companies as may be satisfactory to Mortgagee against loss by fire (including so-called extended coverage), wind and such other hazards (including flood and water damage) as Mortgagee may specify from time to time, with loss, if any, payable to Mortgagee under a mortgagee's loss payable clause acceptable to Mortgagee, and will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and will pay the premiums therefor as the same become due. Mortgagors shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Mortgagors or through an existing policy. Mortgagee may, for reasonable cause, refuse to accept any policy of insurance obtained by Mortgagors. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damage to the mortgaged property from any cause whatever. If Mortgagors fail to keep said property insured as above specified, Mortgagee may insure said property (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind and other hazards for the benefit of Mortgagors and Mortgagee or for the benefit of Mortgagee alone, at Mortgagee's election. The proceeds of such insurance shall be paid by the insurer to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Mortgagors any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Said insurance proceeds, if collected, may be credited on the indebtedness secured by this mortgage, less costs of collection, or may be used in repairing or reconstructing the premises on the mortgaged property, at Mortgagee's election. Any application of the insurance proceeds to repairing or reconstructing the premises on the mortgaged property shall not extend or postpone the due date of any installment payments of the indebtedness hereby secured or reduce the amount of such installments.

4. That commencing upon written request by Mortgagee and continuing until the indebtedness secured hereby is paid in full, Mortgagors will pay to Mortgagee concurrently with, and on the due dates of, payments on the indebtedness hereby secured a sum equal to the ground rents, if any, next due on the mortgaged property, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus water rents, fire district charges, taxes and assessments next due on the mortgaged property (all as estimated by Mortgagee), less any sums already paid to Mortgagee therefor, divided by the number of months or other payment periods to elapse before one month or payment period prior to the date when such ground rents, premiums, water rents, fire district charges, taxes and assessments will become due, such sums to be held by Mortgagee in trust, to pay said ground rents, premiums, water rents, fire district charges, taxes and assessments. All payments mentioned in the preceding sentence and the payments to be made on the indebtedness secured hereby shall be added together and the aggregate amount thereof shall be paid by Mortgagors each month or other payment period in a single payment to be applied by Mortgagee to the following items in the order set forth: (a) ground rents, taxes, water rents, fire district charges, assessments, fire and other hazard insurance premiums; (b) interest on the indebtedness secured hereby; and (c) the balance, if any, shall be applied toward the payment of the sum hereby secured. Any deficiency in the amount of such aggregate monthly or other periodic payments shall constitute a default under this mortgage. Any excess funds accumulated under this paragraph after payment of the items herein mentioned shall be credited in calculating the monthly or other periodic payments of the same nature required hereunder in the subsequent year; but if the actual amount of any such item shall exceed the estimate therefor, Mortgagors shall without demand forthwith make good the deficiency. Failure by Mortgagors to do so before the due date of such item shall be a default hereunder. If the mortgaged property is sold under foreclosure or is otherwise acquired by Mortgagee after default, any remaining balance of the accumulations under this paragraph shall be credited to the principal of the secured indebtedness as of the date of the foreclosure sale or as of the date the property is otherwise acquired.

5. That they will take good care of the mortgaged property and the personal property described above and will not commit or permit any waste thereon or thereof or the removal of any oil, gas or mineral therefrom, and that they will keep the same repaired and at all times will maintain the same in at least as good condition as it now is, reasonable wear and tear alone excepted. If Mortgagors fail to make repairs to the mortgaged property, Mortgagee may make such repairs at Mortgagor's expense (but Mortgagee is not obligated to do so). Mortgagee, its agents and employees, may enter the mortgaged property and any improvements thereon at any reasonable time for the purpose of inspecting or repairing such improvements.

6. That all amounts expended by Mortgagee for insurance or for the payments of taxes or assessments or to discharge liens on the mortgaged property or other obligations of Mortgagors or to make repairs to the mortgaged property or any improvements thereon shall become a debt due Mortgagee, shall be payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above, or if no such rate of interest is specified in the note or if the rate specified would be unlawful, at the maximum rate allowed by law from the date of payment by Mortgagee, and such debt and the interest thereon shall be secured by this mortgage. Upon failure of Mortgagors to reimburse Mortgagee for all amounts so expended, at the election of Mortgagee and with or without notice to any person, Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and may foreclose this mortgage as hereinafter provided or as provided by law.

7. That no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Mortgagors, and that the procurement of insurance or payment of taxes or other liens or assessments or obligations by Mortgagee shall not be taken or deemed as a waiver of the right to accelerate the maturity of the indebtedness hereby secured by reason of the failure of Mortgagors to procure such insurance or to pay such taxes, liens, assessments or obligations, it being agreed by Mortgagors that no terms or conditions contained in this mortgage can be waived, altered or changed except by a writing signed by Mortgagee.

8. That those Mortgagors who are obligated as the Borrower or as guarantor or endorser to pay the indebtedness hereby secured will well and truly pay and discharge such indebtedness as it shall become due and payable, including the note or notes described above, any renewals or extensions thereof, and any other notes or obligations of such Mortgagors to Mortgagee, whether now or hereafter incurred.

9. In the event a suit shall be instituted to foreclose this Mortgage, Mortgagee, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver for all and singular the Premises and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to Mortgagee, its successors or assigns, without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of the Mortgagor, Mortgagor's legal representatives, successors or assigns, and that such rents, profits, incomes, issues, and revenues shall be applied by such receiver to the payment of the Secured Indebtedness, costs, and charges, according to the order of said court. The Mortgagor hereby specifically waives the right to object to the appointment of a receiver as described herein and hereby expressly consents that such appointment shall be made as an admitted equity and is Mortgagee's absolute right, and that the appointment may be done without notice to the Mortgagor. Mortgagor further consents to the appointment of Mortgagee or any officer or employee of Mortgagee as receiver.

10. That they will not cause or allow possession of the mortgaged property to be in any other person or entity to the exclusion of Mortgagors and will not cause or allow all or any part of the mortgaged property or any interest therein to be sold, assigned, transferred or conveyed by Mortgagors, or any of them, without Mortgagee's prior written consent, excluding only (a) the creation of a lien or encumbrance expressly subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) (if the mortgaged property is the Mortgagors' residence) the grant of any leasehold interest of one year or less (including all mandatory or optional renewal periods) not containing an option to purchase. Mortgagee may withhold its consent or may condition its consent to any such transfer of possession of, or an interest in, the mortgaged property upon the transferee's agreeing to pay a greater rate of interest on all or any part of the indebtedness secured by this mortgage, upon Mortgagee's approval of the creditworthiness of the transferee, and upon the transferee's payment to Mortgagee of a reasonable transfer or assumption fee. Upon breach by Mortgagors, or any of them, of the covenants herein contained, Mortgagee may, at its election, accelerate maturity of the indebtedness hereby secured and proceed to foreclose this mortgage as hereinafter provided or as provided by law.

11. That, except as otherwise expressly disclosed to Mortgagee in writing on the date of this mortgage, no Hazardous Substance (as defined below) has been released or disposed of on or under the mortgaged property by Mortgagors or, to the best of Mortgagors knowledge, by any third party or any predecessor in interest or title to the mortgaged property; no underground storage tanks, whether in use or not in use, are located on or under any part of the mortgaged property; Mortgagors and the mortgaged property are and will remain in compliance with all applicable local, state and federal environmental laws and regulations; no notice has been received by Mortgagors from any governmental authority or any other person claiming violation of any environmental protection law or regulation or demanding payment, indemnity or contribution for any environmental damage or injury to natural resources, relating in any way to the mortgaged property, and Mortgagors will notify Mortgagee promptly in writing if any such notice is hereafter received; and any Hazardous Substance used or produced in Mortgagors business will be used, produced, stored and disposed of in strict compliance with all applicable environmental laws and regulations. Mortgagors will notify Mortgagee immediately if any Hazardous Substance is released or discovered on or under the mortgaged property, and Mortgagors will take or cause to be taken such remedial action as may be necessary in order to remedy such released or discovered Hazardous Substance and to obtain a certificate of remediation or other certificate of compliance from applicable governmental authorities. At Mortgagee's request, Mortgagors will promptly obtain, at Mortgagors' expense, and deliver to Mortgagee an environmental inspection report or will update a previous report, in form acceptable to Mortgagee, prepared by a competent environmental professional reasonably satisfactory to Mortgagee. As used herein, the term "Hazardous Substance" includes, without

limitation, any hazardous or toxic substance and any substance or material that is regulated or controlled by the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), the federal Hazardous Materials Transportation Act, the federal Resource Conservation and Recovery Act, the federal Clean Water Act, the federal Clean Air Act, the federal Toxic Substances Control Act, or any other federal, state or local environmental law, ordinance, or regulation now or hereafter in effect. Mortgagors agree to indemnify Mortgagee against any and all liability and expense (including attorneys' fees and litigation expenses) incurred by Mortgagee on account of breach by Mortgagors of any representation, warranty or covenant set forth in this paragraph. This agreement to indemnify shall survive payment of the secured indebtedness, satisfaction of this mortgage, and foreclosure of this mortgage.

12. That, if this is a construction mortgage, Mortgagors will perform and comply with, or will cause the Borrower to perform and comply with, the terms of any construction loan agreement made with Mortgagee with regard to any improvements to be made on the mortgaged property.

13. That all the covenants and agreements of Mortgagors herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of the successors and assigns of Mortgagee.

14. That the provisions of this mortgage and the note or notes secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this mortgage or of such note or notes. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. A carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.

If the Borrower pays and discharges all the indebtedness hereby secured (including future advances) as the same becomes due and payable, and if Mortgagors in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect thereof, then and in that event only this conveyance and the security interest herein granted shall be and become null and void, but if default is made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof, or if any interest thereon remain unpaid when due, or if default be made in the repayment of any sum expended by Mortgagee under the authority of any provision of this mortgage, or if the interest of Mortgagee in the mortgaged property or any of the personal property described above become endangered by reason of the enforcement of any lien or encumbrance thereon, or if a petition to condemn any part of the mortgaged property be filed by any authority, person or entity having power of eminent domain, or if any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the indebtedness hereby secured or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged property shall be charged against the owner of this mortgage, or if at any time any of the covenants contained in this mortgage or in any note or other evidence of indebtedness secured hereby be declared invalid or unenforceable by any court of competent jurisdiction, or if Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this mortgage shall be subject to foreclosure at the option of Mortgagee, notice of the exercise of such option being hereby expressly waived by Mortgagors, and Mortgagee shall have the right to enter upon and take possession of the mortgaged property. If an event of default occurs and remains uncured, then in either or any such event, the aggregate sum or sums secured hereby then remaining unpaid, with interest accrued at that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of Mortgagee, or its assigns, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such date, anything in the Note or any instrument or instruments or in this Mortgage to the contrary notwithstanding; and thereupon, or thereafter, at the option of Mortgagee, or its assigns, without notice or demand, suit at law or in equity may be prosecuted as if all moneys secured hereby had matured prior to its institution. The Mortgagee, or its assigns, may do either or both of the following as to the amount so declared due and payable: (i) bring an action to enforce payment of the amount so declared due and payable, with or without bringing an action to foreclose this Mortgage; and/or (ii) foreclose this Mortgage as to the amount so declared due and payable, and the Premises, or any part or parts thereof, in one or more sales as determined by Mortgagee, shall be sold to satisfy and pay the same with costs, expenses and allowances. In addition, Mortgagee shall also be entitled to take such action and avail itself of such remedies as may be available under the Uniform Commercial Code in effect in the State of Florida.

☐ (Mark if applicable) This is a construction mortgage that secures an obligation incurred for the construction of an improvement on land (and may include the acquisition cost of the land).

In Witness Whereof, each of the undersigned has hereunto set his or her signature and seal, or has caused this instrument to be executed by its officer(s), partner(s), member(s), or agent(s) thereunto duly authorized, this 21st day of MAY, 2009.

Brenda Thompson

Brenda Thompson  
[Type or Print Name of Witness]

Joyce Hudson

Joyce Hudson  
[Type or Print Name of Witness]

William H. Dean (Seal)  
WILLIAM H DEAN, A MARRIED MAN

V. C. Dean (Seal)  
VIVIAN C DEAN, A MARRIED WOMAN (Seal)

ATTEST: \_\_\_\_\_

Its \_\_\_\_\_  
(Corporate Seal)

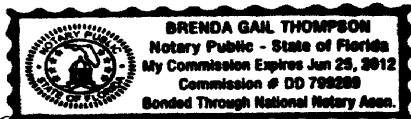
By \_\_\_\_\_

Its \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Escambia

INDIVIDUAL ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of May, 2009, by William H. Dean, who (☒) is personally known to me, or ( ) who has shown me \_\_\_\_\_ as identification, and who did take an oath.



[NOTARIAL SEAL]

Brenda Gail Thompson

\_\_\_\_\_  
[Type/Print Name of Notary]  
My Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF Escambia

INDIVIDUAL ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 21 day of May, 2009, by Virian C Dean, who (☒) is personally known to me, or ( ) who has shown me \_\_\_\_\_ as identification, and who did take an oath.



[NOTARIAL SEAL]

Brenda Gail Thompson

\_\_\_\_\_  
[Type /Print Name of Notary]  
My Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

CORPORATE (OR OTHER BUSINESS  
ENTITY) ACKNOWLEDGMENT

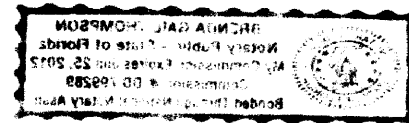
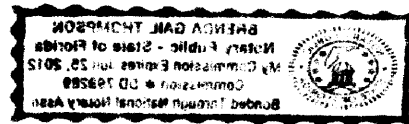
The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, on behalf of the banking corporation. He/she ( ) is personally known to me, or ( ) he/she has shown me \_\_\_\_\_ as identification, and he/she did take an oath.

[NOTARIAL SEAL]

\_\_\_\_\_  
[Type/Print Name of Notary]  
My Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Exhibit A

PARCEL ONE: LOT 4, BLOCK 88, EAST KING TRACT, EAST OF TARRAGONA, CITY  
OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY,  
COPYRIGHTED BY THOMAS C. WATSON IN 1906.



### ASSIGNMENT OF RENTS AND LEASES

Borrower	Lender
<b>Name and Address</b> WILLIAM H DEAN 2422 N DAVIS HWY PENSACOLA, FL 32503-3831	<b>Name and Address</b> COASTAL BANK AND TRUST OF FLORIDA 125 WEST ROMANA STREET, SUITE 400 PENSACOLA, FL 32502
<b>Telephone No.</b> 850-221-5610	<b>Telephone No.</b> 850-436-7800

THIS AGREEMENT, made and entered into this 21ST day of MAY,  
2009 by and between the Borrower and the Lender above identified, WITNESSETH THAT:

For and in consideration of the loan or other financial accommodations extended by Lender to Borrower and resulting in the Obligations hereinafter defined, and for the purpose of securing payment and performance of said Obligations, Borrower hereby assigns, grants and conveys to Lender security title to and a continuing security interest in all right, title and interest of Borrower in and to the following described Collateral to-wit:

All leases and rental contracts of every nature now existing and henceforth made or acquired by Borrower as the owner, lessor or landlord of the real estate described in Exhibit "A" hereto attached, and of each and every component rental unit, part and portion of said real estate (the "Premises"), including extensions, renewals and subleases subleases, and together with the proceeds thereof (all of such leases and rental contracts collectively, whether written or oral, being hereinafter called the "Leases");

All rents, issues, profits, accounts, revenues and receivables of every nature now and hereafter due and payable under the Leases or arising from the Premises, including but not limited to periodic rents, deficiency rents, percentage rents, parking or common area maintenance contributions, liquidated damages and other claims of every nature which Borrower might now or henceforth have against lessees, tenants or occupants of the Premises (collectively, the "Rents"); and

All rights, remedies, privileges, options, benefits and entitlements of every nature available to and exercisable by the owner, lessor or landlord of the Premises with respect to the Leases and Rents, whether documented in writing or otherwise available, including but not limited to the immediate and continuing right to collect and receive the Rents as and when same become due.

As used herein, the capitalized word "Obligations" shall mean and include, collectively, an indebtedness of Borrower to Lender in the principal amount of \$ 20000.00 evidenced by a promissory note or credit agreement dated 05/21/2009 (the "Specific Debt"), together with any and all extensions and renewals thereof and each and every other debt, liability and obligation of every nature, whether now existing or henceforth incurred or arising, and whether direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, that Borrower (or any of them if more than one Borrower) might now or at any time hereafter owe to Lender, whether individually or jointly with others.

The Specific Debt is secured by a certain mortgage or deed to secure debt (the "Security Instrument") whereby security title to the Premises is vested in Lender; and this Agreement shall supplement (and in no way limit or restrict) the provisions of said Security Instrument with respect to the above described Collateral. The rights and remedies herein provided for Lender may be exercised independently of (or, at Lender's option, in conjunction with) foreclosure or any other remedy afforded by the Security Instrument.

**BORROWER WARRANTS AND REPRESENTS** to Lender that (a) each of the Leases is valid and enforceable according to its terms, and there are no presently existing claims or defenses that could be asserted by any tenant or lessee in opposition to such enforcement; (b)

except as otherwise expressly disclosed by Borrower to Lender, all tenants and lessees are current in their payment of the Rents, and no prepayment of Rents in excess of one month in advance has been received by Borrower; (c) Borrower has the power and authority to make the foregoing assignment, and is not prohibited or restrained by any contract, judgment, order or decree from executing this Agreement and complying with the provisions hereof; and (d) Borrower has not taken any action or executed any instrument that might prevent Lender from collecting the Rents and otherwise pursuing its remedies hereunder.

**BORROWER COVENANTS AND AGREES** with Lender that for as long as any of the Obligations remain unpaid, Borrower will: (a) observe and perform all duties required of Borrower as owner or landlord of the Premises by virtue of the Leases; (b) enforce compliance with all terms and conditions imposed upon the respective tenants and lessees by virtue of the Leases; (c) refrain from discounting any future Rents, from any further assignment of the Leases or the Rents, and from collecting any Rents in advance without Lender's written consent; (d) refrain from modifying or terminating any of the Leases without Lender's written consent; (e) take and perform on a timely basis all action necessary for the protection and preservation of the Premises and the Leases, including but not limited to necessary repairs and replacements, and the procurement and maintenance of such insurance as Lender may reasonably require with respect to destruction or damage to the Premises, loss of Rents resulting from untentability, and similar coverage; (f) provide Lender, promptly upon its request, with copies of any and all Leases that are documented in writing (the "Lease Documents"), and with such additional documentation or confirmation as Lender from time to time may reasonably require with respect to specific Leases in furtherance of the assignments herein made; (g) furnish Lender with such reports, accounting and other information regarding accrual and payment of Rents, rental vacancies and related matters as Lender may require (which reports, accounting and other information shall be furnished periodically or otherwise, all as Lender from time to time may elect and specify); and (h) fully comply with all laws and governmental regulations applicable to the Premises, including but not limited to environmental laws, the Americans with Disabilities Act, and all zoning and building laws.

In the event of Borrower's failure to pay when due any sum required to be paid on the Specific Debt or on any of the other Obligations, or to perform and fully satisfy any other covenant or agreement with Lender herein or in the Security Instrument provided, any such event shall constitute an Event of Default hereunder.

For as long as Borrower is not in default hereunder or until otherwise notified by Lender, Borrower may collect and receive the current Rents for Borrower's own use and enjoyment. But if an Event of Default shall occur and be existing, Lender shall be and hereby is expressly authorized, at its option, to enter and take possession of the Premises and to manage and operate the same, and with or without entering or taking possession thereof, to collect any and all Rents theretofore or thenceforth accruing therefrom or under the Lease Documents, to let or re-let units or other parts of said Premises, to cancel or modify any Lease Documents, evict tenants, bring or defend suits in connection with the possession of any such unit or other part of the Premises in its own name or in Borrower's name, make repairs as Lender deems appropriate, and perform such other acts in connection with the management and operation of the Premises as Lender in its sole discretion reasonably exercised may deem proper, including but not limited to notifying tenants and lessees of this Assignment of Rents and Leases and requiring them to pay directly to Lender all Rents and other sums due and to become due from them to Borrower. Lender's receipt of any such Rents or other sums pursuant hereto shall not be construed to cure such default, nor to affect any other remedies of Lender herein or otherwise available to it.

With respect to insurance which Borrower is hereinabove required to procure and maintain: -- (a) Borrower shall furnish Lender with the policies or certificates of coverage, and with assurances satisfactory to Lender that the premiums at all times are currently paid thereon. Lender at its option (and with no obligation to do so) may procure any such insurance that Borrower fails to maintain, and any premium costs or other expense thus incurred by Lender shall be reimbursed by Borrower on demand. -- (b) The proceeds of all such insurance which become payable at any time for any reason are hereby assigned to Lender as part of the Collateral.

During the existence of any Event of Default consisting of Borrower's failure to observe and perform any duty required of Borrower as the owner or landlord of the Premises, Lender at its option (and with no obligation to do so) may take such action as Lender may reasonably deem necessary to comply with and satisfy such duty requirement. All expenses incurred by Lender in taking such action shall be reimbursed by Borrower on demand. Lender shall have no liability whatsoever for any such action taken in good faith pursuant to the provisions hereof, whether or not such action shall prove to be improper, inadequate or invalid in whole or in part.

Any cost or expense incurred by Lender which is hereinabove required to be reimbursed by Borrower on demand, if not promptly paid, shall bear interest at the highest rate provided in the promissory note or credit agreement that evidences the Specific Debt.



Borrower hereby irrevocably constitutes and appoints Lender as Borrower's true and lawful attorney-in-fact with full power and authority, in Borrower's name or otherwise, to take any and all action which Lender is herein expressly authorized to take, including but not limited to collecting the Rents and otherwise enforcing all rights of Borrower as owner or landlord of the Premises; and such power of attorney, being coupled with an interest, is irrevocable.

If at any time Borrower is in default in the due, prompt and complete observance or performance of any of the covenants, agreements or obligations of Borrower contained in this Agreement, the same shall, at Lender's option, constitute an Event of Default under the Security Instrument, and Lender shall have the right, at its option, to exercise any and all of its rights and remedies therein provided.

Neither this Assignment nor any action or actions of the Lender hereunder shall constitute or be construed as an assumption by Lender of any of the obligations of Borrower as the owner or landlord of the Premises, or under the Lease Documents provided, or responsibility or liability upon Lender for any operation, maintenance, repair or control of the Premises, and Borrower shall continue to be liable for all Borrower obligations.

Borrower agrees to protect, defend, indemnify and hold Lender harmless from and against any and all loss, liability, damage and expense (including but not limited to reasonable attorneys' fees) resulting from any failure of Borrower to perform and observe on a timely basis each of the covenants, agreements and obligations of Borrower herein or in the Lease Documents provided, or resulting from any claim, demand or cause of action on the part of any person whomsoever for any loss, damage, injury or death relating to the Premises or the Leases.

All rights and remedies herein provided for Lender are cumulative and not exclusive of any other rights and remedies provided by law or otherwise available to Lender. Any and all of same may be exercised singly and independently or in such combinations and as often as Lender from time to time may elect, and without waiving any default of Borrower hereunder. Neither Lender's delay in exercising nor its failure to exercise any such right or remedy shall constitute a waiver thereof, and no partial, incomplete or ineffectual exercise of such shall prevent Lender's subsequent exercise of the same or any other right or remedy.

This Agreement shall be and remain binding upon Borrower and Borrower's heirs, executors, administrators, successors and assigns. And wherever used in this Agreement, the word "Borrower" shall mean each and all of them, jointly and severally, if there be more than one.

This Agreement shall be governed by and construed in accordance with the laws of the State indicated in Lender's address at the beginning of this Agreement.

#### ADDITIONAL PROVISIONS:

IN WITNESS WHEREOF, Borrower (each of them if more than one) has executed this Agreement under seal.

*Brenda Thompson*  
Brenda Thompson  
[Type or Print Name of Witness]

*Joyce Hudson*  
Joyce Hudson  
[Type or Print Name of Witness]

*William H. Dean* (SEAL)  
Borrower WILLIAM H. DEAN

\_\_\_\_\_(SEAL)  
Borrower

\_\_\_\_\_(SEAL)  
Borrower

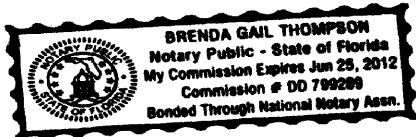
\_\_\_\_\_(SEAL)  
Borrower

STATE OF FLORIDA

COUNTY OF Escambia

INDIVIDUAL ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 21 day of May, 2009, by William H. Dean, who (X) is personally known to me, or ( ) who has shown me \_\_\_\_\_ as identification, and who did take an oath.



[NOTARIAL SEAL]

Brenda Gail Thompson

\_\_\_\_\_  
[Type/Print Name of Notary]

My Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

INDIVIDUAL ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, who ( ) is personally known to me, or ( ) who has shown me \_\_\_\_\_ as identification, and who did take an oath.

[NOTARIAL SEAL]

\_\_\_\_\_  
[Type /Print Name of Notary]

My Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

CORPORATE (OR OTHER BUSINESS ENTITY) ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, on behalf of the banking corporation. He/she ( ) is personally known to me, or ( ) he/she has shown me \_\_\_\_\_ as identification, and he/she did take an oath.

[NOTARIAL SEAL]

\_\_\_\_\_  
[Type/Print Name of Notary]

My Commission No.: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Exhibit "A"

PARCEL ONE: LOT 4, BLOCK 88, EAST KING TRACT, EAST OF TARRAGONA, CITY OF  
PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY,  
COPYRIGHTED BY THOMAS C. WATSON IN 1906.

**This instrument prepared by:**

A. ALAN MANNING, Esquire  
Clark, Partington, Hart, Larry,  
Bond & Stackhouse  
Post Office Box 13010  
Pensacola, FL 32591-3010  
(850) 434-9200

CPH&H File no. 10-0210

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**MODIFICATION OF REAL ESTATE MORTGAGE  
AND SECURITY AGREEMENT,  
ASSIGNMENT OF RENTS AND LEASES,  
AND  
ADDITIONAL ADVANCE AGREEMENT**

THIS MODIFICATION OF REAL ESTATE MORTGAGE AND SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND LEASES, AND ADDITIONAL ADVANCE AGREEMENT is made and entered into this 1st day of April, 2010, by and between **WILLIAM H. DEAN and VIVIAN C. DEAN**, husband and wife, whose address is 2422 North Davis Highway, Pensacola, Florida 32503-3831 (the "Mortgagor"), and **COASTAL BANK AND TRUST OF FLORIDA**, whose address is Post Office Box 12966, Pensacola, FL 32591-2966 (the "Mortgagee").

**RECITALS:**

A. Mortgagor executed that certain Real Estate Mortgage and Security Agreement in favor of Mortgagee, dated May 21, 2009 and recorded in Official Records Book 6477, Page 1309 with Assignment of Rents and Leases dated May 21, 2009 and recorded in Official Records Book 6477 Page 1317 all of the public records of **Escambia County**, Florida (the "Mortgage").

B. The Mortgage secures the indebtedness of Mortgagor to Mortgagee as evidenced by that certain Promissory Note dated May 21, 2009 in the original principal sum of \$20,000.00, which now has an outstanding principal balance of \$15,479.03 (the "Original Note").

C. Mortgagee has, at the request of Mortgagor, agreed to make an additional advance to Mortgagor in the principal amount of \$39,520.97 (the "Additional Advance").

D. Mortgagor has, on even date herewith, executed in favor of Mortgagee, that certain Renewal Promissory Note in the original principal sum of \$55,000.00 (the "Renewal Note"),

pursuant to which the indebtedness evidenced by the Original Note and the Additional Advance is consolidated and renewed.

E. The parties hereto desire to modify the Mortgage to expressly secure the Renewal Note and further modify the Mortgage as follows:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. The Mortgage shall secure the obligations of Mortgagor to Mortgagee as evidenced by the Renewal Note and all renewals thereof, together with interest thereon until paid at the rate specified therein, said principal and interest payable in the manner and upon the terms, provisions and conditions set forth therein.

2. The following shall be added as a new Paragraph 15 of the Mortgage to be inserted immediately following the one-paragraph Paragraph 14 and immediately before the long unnumbered paragraph following Paragraph 14 that begins "If the Borrower pays ...":

"15. Mortgagee shall have the right to obtain from time to time (but no more frequently than once per calendar quarter) an appraisal of all or any part of the Premises (each, an "Appraisal"). Each Appraisal shall be prepared by a third-party appraiser satisfactory to, and engaged directly by, Mortgagee, in accordance with written instructions from Mortgagee. Mortgagee shall not be obligated to notify Mortgagor in advance that an Appraisal is being prepared. The cost of each Appraisal obtained by Mortgagee shall be borne by Mortgagor and shall be paid by Mortgagor to Mortgagee within five (5) days of written demand for payment; provided, however, that Mortgagor may request, and Mortgagee may approve or disapprove in its sole and absolute discretion, that Mortgagee make an additional advance to Mortgagor to cover the cost of the Appraisal. The additional advance, if approved, shall be evidenced by a renewal promissory note, mortgage modification agreement, and/or other documentation satisfactory to Mortgagee, and Mortgagor shall be solely responsible for paying all costs associated therewith, including, but not limited to, documentary stamp taxes, intangibles taxes, recording fees, document preparation and closing fees, and title insurance searches and endorsements. Mortgagor acknowledges and agrees that Mortgagee shall have the right to obtain each Appraisal, and Mortgagor shall have the obligation to pay for each Appraisals, whether or not Mortgagor is in default hereunder or under the Note. Mortgagor's failure to timely pay Mortgagee for the cost of an Appraisal shall be a default hereunder and under the Note. Provided that Mortgagor has paid Mortgagee for the cost of the Appraisal, upon written request by Mortgagor, Mortgagee shall deliver to Mortgagor a copy of the Appraisal. In addition, Mortgagee shall have the right to obtain from time to time (but no more frequently than once per calendar year) an environmental assessment report, including, but not limited to, a Phase I and/or Phase II environmental assessments, of all or any part of the Premises (each, an "Environmental Report"). Each Environmental Report shall be prepared by a third-party environmental consultant satisfactory to, and engaged directly by, Mortgagee, in accordance with written instructions from Mortgagee. Mortgagee shall not be obligated to notify Mortgagor in advance that an Environmental Report is being conducted. The cost of each Environmental Report obtained by Mortgagee shall be borne by Mortgagor and shall be paid by Mortgagor within five (5)

days of written demand for payment; provided, however, that Mortgagor may request, and Mortgagee may approve or disapprove in its sole and absolute discretion, that Mortgagee make an additional advance to Mortgagor to cover the cost of the Environmental Report. The additional advance, if approved, shall be evidenced by a renewal promissory note, mortgage modification agreement, and/or other documentation satisfactory to Mortgagee, and Mortgagor shall be solely responsible for paying all costs associated therewith, including, but not limited to, documentary stamp taxes, intangibles taxes, recording fees, document preparation and closing fees, and title insurance searches and endorsements. Mortgagor acknowledges and agrees that Mortgagee shall have the right to obtain Environmental Reports and Mortgagor shall have the obligation to pay for those Environmental Reports whether or not Mortgagor is in default hereunder or under the Note. Mortgagor's failure to timely pay Mortgagee for the cost of an Environmental Report shall be a default hereunder and under the Note. Provided that Mortgagor has paid Mortgagee for the cost of the Environmental Report, upon written request by Mortgagor, Mortgagee shall deliver to Mortgagor a copy of the Environmental Report."

3. Except as modified hereby, all other terms and conditions of the Mortgage shall remain in full force and effect, and Mortgagor and Mortgagee hereby ratify and confirm the terms and conditions thereof. Mortgagor represents and warrants to Mortgagee that Mortgagor has no counterclaims, setoffs or defenses to the rights of Mortgagee under either the Mortgage, as amended hereby, the Original Note or the Renewal Note.

IN WITNESS WHEREOF, the Mortgagor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Brenda Thompson  
Brenda Thompson  
[Type/Print Name of Witness]

Joyce Hudson  
Joyce Hudson  
[Type/Print Name of Witness]

MORTGAGOR:

William H. Dean  
WILLIAM H. DEAN

V. C. Dean  
VIVIAN C. DEAN

MORTGAGEE:

COASTAL BANK AND TRUST OF FLORIDA

By: Norris F. McMahon  
Name: Norris F. McMahon  
Title: Senior Vice President

(Corporate Seal)

Brenda Thompson  
Brenda Thompson  
[Type/Print Name of Witness]

Joyce Hudson  
Joyce Hudson  
[Type/Print Name of Witness]

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7 day of April, 2010, by WILLIAM H. DEAN and VIVIAN C. DEAN, (X) who are personally known to me or ( ) who have shown me \_\_\_\_\_ as identification.



(NOTARIAL SEAL)

*Brenda Gail Thompson*

(Print/Type Name)  
NOTARY PUBLIC

Commission number: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7 day of April, 2010, by Norris F. McMahon, the Senior Vice President of COASTAL BANK AND TRUST OF FLORIDA, on behalf of said bank. He/She is personally known to me.



(NOTARY SEAL)

*Brenda Gail Thompson*

NOTARY PUBLIC

My commission expires: \_\_\_\_\_  
Commission #: \_\_\_\_\_

**This instrument prepared by:**

*A. ALAN MANNING, Esquire  
Clark, Partington, Hart, Larry,  
Bond & Stackhouse  
Post Office Box 13010  
Pensacola, FL 32591-3010  
(850) 434-9200*

*CPH&H File no. 10-0698*

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**MODIFICATION OF REAL ESTATE MORTGAGE AND SECURITY AGREEMENT,  
ASSIGNMENT OF RENTS AND PROFITS,  
ADDITIONAL ADVANCE AGREEMENT  
AND  
SPREADER AGREEMENT**

THIS MODIFICATION OF REAL ESTATE MORTGAGE AND SECURITY AGREEMENT, ASSIGNMENT OF RENTS AND PROFITS, ADDITIONAL ADVANCE AGREEMENT AND SPREADER AGREEMENT is made and entered into this 15th day of July, 2010, by and between **WILLIAM H. DEAN and VIVIAN C. DEAN**, husband and wife, (as to Parcel 1) and **WILLIAM H. DEAN**, a married man, (as to Parcel 2), whose address is 2422 North Davis Highway, Pensacola, Florida 32503-3831 (collectively, the "Mortgagor"), and **SYNOVUS BANK, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and by merger with COASTAL BANK AND TRUST OF FLORIDA**, whose address is 1148 Broadway, Columbus, Georgia 31901 (the "Mortgagee").

**RECITALS:**

A. Mortgagor executed that certain Real Estate Mortgage and Security Agreement in favor of Mortgagee, dated May 21, 2009 and recorded in Official Records Book 6477, page 1309 with Assignment of Rents and Leases dated May 21, 2009 and recorded in Official Records Book 6477, Page 1317 as modified by that certain Modification of Real Estate Mortgage and Security Agreement, Assignment of Rents and Profits, and Additional Advance Agreement dated April 1, 2010, recorded in Official Records Book 6578, Page 1028, all of the public records of **Escambia County**, Florida (collectively, the "Mortgage").

B. The Mortgage secures the indebtedness of Mortgagor to Mortgagee as evidenced by that certain Promissory Note dated April 1, 2010 in the original principal sum of \$55,000.00, which now has an outstanding principal balance of \$54,957.58 (the "Original Note").

C. Mortgagee has, at the request of Mortgagor, agreed to make an additional advance to Mortgagor in the principal amount of \$15,000.00 (the "Additional Advance").



D. Mortgagor has, on even date herewith, executed in favor of Mortgagee, that certain Renewal Promissory Note in the original principal sum of \$69,957.58 (the "Renewal Note"), pursuant to which the indebtedness evidenced by the Original Note and the Additional Advance is consolidated and renewed.

E. The parties hereto desire to modify the Mortgage to expressly secure the Renewal Note and further modify the Mortgage as follows:

F. As a condition to Mortgagee making the Additional Advance, Mortgagee has required Mortgagor to add that certain real property described on Exhibit "A" attached hereto and made a part hereof (the "Additional Mortgaged Real Property") to the lien of the Mortgage, and Mortgagor has agreed to do so as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Note and the Mortgage and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are acknowledged as true and correct and are incorporated herein.
2. The Mortgage is hereby modified and amended to add to the real property as defined in the Mortgage all of the Additional Mortgaged Real Property. The Additional Mortgaged Real Property shall be encumbered by the Mortgage and subject to all of the covenants, terms and provisions thereof, Mortgagor hereby giving, bargaining, selling warranting, alienating, remising, releasing, conveying, assigning, transferring, mortgaging, hypothecating, depositing, pledging, setting over, and confirming unto Mortgagee all of Mortgagor's estate, right, title and interest in, to and under the Additional Mortgaged Real Property all to the same end and with the same force and effect as if included at the time the Mortgage was executed and delivered. As to the Additional Mortgage Real Property, Mortgagor makes all representations and warranties in the Loan Documents (as defined below) originally applicable to the mortgaged real property, and agrees that the Additional Mortgaged Real Property shall be subject to all covenants and provisions of the Mortgage as if originally subject thereto. The Additional Mortgaged Property is not the constitutional homestead of Mortgagor.
3. Mortgagor hereby affirms all of its obligations set forth in the Note, the Mortgage, and any other documents evidencing or securing the indebtedness evidenced thereby (collectively, the "Loan Documents") and agrees to perform each and every covenant, terms and provisions thereof. The Additional Mortgage Real Property shall in all respects be subject to the lien, charge, and encumbrances of the Mortgage and nothing herein contained or done shall affect the lien, charge, or encumbrance of the Mortgage, as modified hereby, or its priority over any other liens, charges, encumbrances, or conveyances.

4. Mortgagor warrants that it has full power and authority to execute this Agreement, that there are no other liens or claims against the Additional Mortgaged Real Property other than the first lien of the Mortgage, that the Mortgage is binding upon the Mortgagor, its successors and assigns, that Mortgagee has heretofore fully performed its obligations under the Note, the Mortgage, and the other Loan Documents, and that the Mortgagor has no claims or offsets against the Mortgagee or against the indebtedness under the Notes, the obligations under the Mortgage, or the obligations under any of the other Loan Documents. Mortgagor does hereby release and hold harmless the Mortgagee, its officers, employees, and agents, from and against any claim, action, suit, demand, cost, expense or liability of any kind whether know or unknown relating in any way to the making of the loan evidenced by the Note and Mortgage, or the administration thereof, or the communications and business dealings between Mortgagee and Mortgagor through the date hereof. Mortgagor represents and warrants (i) that it has no defenses, setoffs, counterclaims, actions or equities in favor of Mortgagor to or against enforcement of the Note, Mortgage, or other Loan Documents; and (ii) no agreement, oral or otherwise, has been made by any of Mortgagee's employees, agents, officers or directors to further extend or modify the Note, the Mortgage or the other Loan Documents.
5. It is the intent of the parties hereto that this instrument shall not constitute a novation and shall in no way adversely affect or impair the lien priority of the Mortgage. In the event this Agreement, or any part hereof, or any of the instruments executed in connection herewith shall be construed or shall operate to affect the lien priority of the Mortgage, then, to the extent such instrument creates a charge upon the real property encumbered by the Mortgage in excess of that contemplated and permitted by the Mortgage, and to the extent third persons acquiring an interest in such property between the time of the recording of the Mortgage and the recording hereof are prejudiced thereby, if any, this Agreement shall be void and of no force or effect; provided, however, that notwithstanding the foregoing, the parties hereto, as between themselves, shall be bound by all the terms and conditions hereof until all indebtedness owing from Mortgagor to Mortgagee shall have been paid.
6. The Mortgage, as hereby modified, shall secure the obligations of Mortgagor to Mortgagee as evidenced by the Renewal Note and all renewals thereof, together with interest thereon until paid at the rate specified therein, said principal and interest payable in the manner and upon the terms, provisions and conditions set forth therein.
7. Except as modified hereby, all other terms and conditions of the Mortgage shall remain in full force and effect, and Mortgagor and Mortgagee hereby ratify and confirm the terms and conditions thereof. Mortgagor represents and warrants to Mortgagee that Mortgagor has no counterclaims, setoffs or defenses to the rights of Mortgagee under either the Mortgage, as amended hereby, the Original Note or the Renewal Note.

IN WITNESS WHEREOF, the Mortgagor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Robert L. Walker Sr.  
Robert L. Walker, Sr.  
[Type/Print Name of Witness]

Rosalind A. Maxwell  
Rosalind A. Maxwell  
[Type/Print Name of Witness]

Robert L. Walker Sr.  
Robert L. Walker, Sr.  
[Type/Print Name of Witness]

Rosalind A. Maxwell  
Rosalind A. Maxwell  
[Type/Print Name of Witness]

**MORTGAGOR:**

William H. Dean  
WILLIAM H. DEAN

V. C. Dean  
VIVIAN H. DEAN

**MORTGAGEE:**

SYNOVUS BANK, formerly known  
as Columbus Bank and Trust Company,  
as successor in interest through name  
change and by merger with COASTAL  
BANK AND TRUST OF FLORIDA

By: [Signature]  
Its: Vice President

[CORPORATE SEAL]

Cheryl Snyder  
CHERYL SNYDER  
Print/Type Name of Witness

[Signature]  
Andrea F. Christensen  
Print/Type Name of Witness

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of July, 2010, by WILLIAM H. DEAN, (X) who is personally known to me or ( ) who has shown me \_\_\_\_\_ as identification.

Roanald Anice Maxwell  
State of Florida Notary Public  
Commission No. DD 885984  
Commission Expires: June 26, 2013

(NOTARIAL SEAL)

Roanald Anice Maxwell  
Roanald Anice Maxwell  
(Print/Type Name)  
NOTARY PUBLIC  
Commission number: DD 885984  
My Commission expires: June 26, 2013

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of July, 2010, by VIVIAN C. DEAN, (X) who is personally known to me or ( ) who has shown me \_\_\_\_\_ as identification.

Roanald Anice Maxwell  
State of Florida Notary Public  
Commission No. DD 885984  
Commission Expires: June 26, 2013

(NOTARIAL SEAL)

Roanald Anice Maxwell  
Roanald Anice Maxwell  
(Print/Type Name)  
NOTARY PUBLIC  
Commission number: DD 885984  
My Commission expires: June 26, 2013

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of July, 2010, by Rodney Jackson, the Vice President of SYNOVUS BANK, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and by merger with COASTAL BANK AND TRUST OF FLORIDA, on behalf of said bank. He/She is personally known to me.

[Signature]  
\_\_\_\_\_  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_  
Commission #: \_\_\_\_\_

(NOTARY SEAL)

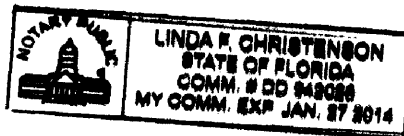


EXHIBIT "A"

The South 98 feet of Lots 1 and 2; the South 98 feet of the West 20 feet of Lot 3, also the South 70 feet of the East 10 feet of Lot 3; and the South 70 feet of Lots 4 and 5, Block 36, Englewood heights, being Pensacola Realty Company's Subdivision of the West 1297 feet of Section 18, Township 2 South, Range 30 West, Escambia County, Florida, according to Map made by L.E. Thornton in October 1909, and recorded in Deed Book 59, page 107 and 108, appearing in Official Records Book 255, page 910 and 911.

**THIS INSTRUMENT PREPARED  
BY AND RETURN TO:**

A. Alan Manning, Esquire  
Coastal Bank and Trust  
a division of Synovus Bank  
1148 Broadway  
Columbus, Georgia 31901

CPH&H File no. 10-0698

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**CROSS-DEFAULT AND CROSS-COLLATERALIZATION AGREEMENT**

THIS CROSS-DEFAULT AND CROSS-COLLATERALIZATION AGREEMENT is made and entered into this 15th day of July, 2010, by and among **WILLIAM H. DEAN**, ("Borrower"), and **WILLIAM H. DEAN and VIVIAN C. DEAN**, ("Mortgagor"), and **SYNOVUS BANK**, formerly known as **Columbus Bank and Trust Company**, as successor in interest through name change and by merger with **COASTAL BANK AND TRUST OF FLORIDA** ("Lender").

**WITNESSETH:**

WHEREAS, Borrower is indebted to Lender under those certain loans and loan documents identified in Exhibit "A" attached hereto and incorporated herein by reference (individually referred to as a "Loan" and collectively referred to as the "Loans"); and

WHEREAS, as a condition of extending credit to Borrower, Lender requires that the Loans be cross-defaulted and cross-collateralized.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and conditions hereinafter set forth, and as an inducement for Lender to extend credit to Borrower, both now and in the future, and for other good and valuable consideration, the parties hereby covenant and agree as follows:

1. A default by Borrower under any Loan shall constitute a default under all of the Loans.
2. All collateral and security, both real property and personal property, securing any of the Loans shall henceforth secure and be collateral and security for all of the Loans. Without limiting the generality of the foregoing, each mortgage, security agreement or other securing instrument identified in Exhibit "A" attached hereto and incorporated herein by reference shall henceforth secure each and all of the Loans and each promissory note evidencing each Loan, and all such mortgages, security agreements and other security instruments are hereby modified and amended so as to

secure each and all of the Loans and each and all of the promissory notes evidencing any of the Loans.

3. This Agreement shall be governed and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**BORROWER:**

William H. Dean  
WILLIAM H. DEAN

**MORTGAGOR:**

William H. Dean  
WILLIAM H. DEAN  
V. C. Dean  
VIVIAN C. DEAN

**LENDER:**

**SYNOVUS BANK, formerly known as  
Columbus Bank and Trust Company,  
as successor in interest through name  
change and by merger with COASTAL  
BANK AND TRUST OF FLORIDA**

By: [Signature]  
Name: Vice President  
Title: \_\_\_\_\_

## STATE OF FLORIDA

COUNTY OF Escambia

I, the undersigned notary public in and for said state and county, hereby certify that **WILLIAM H. DEAN and VIVIAN C. DEAN**, whose names are signed to the foregoing instrument, and ~~he~~ who are personally known to me or { } who have produced \_\_\_\_\_ as identification, acknowledged before me on this day that, being informed of the contents of the instrument they executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 15<sup>th</sup> day of July, 2010.

Notarial Seal  
State of Florida Notary Public  
Commission No. 940-00000  
Commission Expires: June 26, 2013

(NOTARY SEAL)

Harold Arino Maxwell  
NOTARY PUBLIC

My Commission Expires: June 26, 2013

## STATE OF FLORIDA

COUNTY OF Escambia

I, the undersigned notary public in and for said state and county, hereby certify that **WILLIAM H. DEAN**, whose name is signed to the foregoing instrument, and ~~he~~ who is personally known to me or { } who has produced \_\_\_\_\_ as identification, acknowledged before me on this day that, being informed of the contents of this instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and notarial seal on this the 15<sup>th</sup> day of July, 2010.

Notarial Seal  
State of Florida Notary Public  
Commission No. 940-00000  
Commission Expires: June 26, 2013

(NOTARY SEAL)

Harold Arino Maxwell  
NOTARY PUBLIC

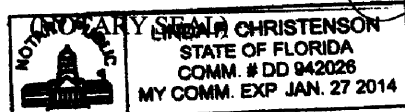
My Commission Expires: June 26, 2013

## STATE OF FLORIDA

COUNTY OF Escambia

I, the undersigned notary public in and for said state and county, hereby certify that Rodney Jackson whose name as Vice President of **SYNOVUS BANK, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and by merger with COASTAL BANK AND TRUST OF FLORIDA**, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument ~~he~~ she, as such Vice President and with full authority, executed the same voluntarily for and as the act of said corporation, on the day the day the same bears date.

Given under my hand and notarial seal on this the 15<sup>th</sup> day of July, 2010.



Christenson  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_



**EXHIBIT "A"**

1. Loan evidenced by Promissory Note dated June April 1, 2010, executed by Borrower in favor of Lender in the original principal amount of \$55,000.00, together with Real Estate Mortgage and Security Agreement dated May 21, 2009 recorded in Official Records Book 6477, Page 1309, Assignment of Rents and Leases dated May 21, 2009 recorded in Official Records Book 6477, Page 1317, as modified by that certain Modification of Real Estate Mortgage and Security Agreement, Assignment of Rents and Leases, and Additional Advance Agreement dated April 1, 2010, recorded in Official Records Book 6578, Page 1028, further modified by that certain Modification of Real Estate Mortgage and Security Agreement, Assignment of Rents and Leases, Additional Advance Agreement, and Spreader Agreement of even date, recorded in Official Records Book 6614, Page 1076, all of the Public Records of Escambia County, Florida, and UCC-1 Financing Statement recorded April 16, 2010 as Instrument No. 201002349301 with the Secretary of State, State of Florida.
2. Loan evidenced by Promissory Note dated August 17, 2007, executed by Borrower in favor of Lender in the original principal amount of \$131,113.32, together with Mortgage and Security Agreement dated May 21, 2004 recorded in Official Records Book 5148, Page 0219, Assignment of Leases, Rents and Profits dated May 21, 2004 recorded in Official Records Book 5418, Page 0229, further modified by that certain Additional Advance Mortgage Modification Agreement dated August 17, 2007, recorded in Official Records Book 6205, Page 761 all of the Public Records of Escambia County, Florida.

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$163,836.86, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE LENDER UNDER THE TERMS OF THIS MORTGAGE.**

This instrument prepared by:  
Charles F. James, IV, Esquire  
Clark, Partington, Hart, Larry,  
Bond & Stackhouse  
Post Office Box 13010  
Pensacola, FL 32591-3010  
(850) 434-9200  
CPH&H File no. 15-1173

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**NOTICE OF FUTURE ADVANCE,  
AND MODIFICATION OF MORTGAGE,  
ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT**

THIS NOTICE OF FUTURE ADVANCE, AND MODIFICATION OF MORTGAGE, ASSIGNMENT OF RENTS, AND SECURITY AGREEMENT ("Agreement"), is made and entered into this 15th day of January, 2016, by and between **WILLIAM H. DEAN**, a married man, whose address is 2422 North Davis Highway, Pensacola, Florida 32503-3831 (the "Mortgagor" and "Borrower"), and **COASTAL BANK AND TRUST, A DIVISION OF SYNOVUS BANK**, as successor in interest by merger with **Columbus Bank and Trust Company**, successor in interest by merger with **Coastal Bank and Trust of Florida**, as successor in interest through name change and by merger with **BANK OF PENSACOLA**, whose address is 1148 Broadway, Columbus, Georgia 31901 (the "Mortgagee").

**RECITALS:**

A. Mortgagee previously made separate loans to Borrower all more particularly evidenced and described as follows (each individually a "Loan", and collectively hereinafter referred to as the "Loans"):

1. Loan No. 56015091-12 in the original principal amount of \$109,100.00 evidenced by a Universal Note dated May 21, 2004 in the original principal amount of \$109,100.00 made by Borrower in favor of Bank of Pensacola, Mortgagee's predecessor in interest, as renewed by that certain Universal Note dated August 17, 2007 in the original principal amount of \$131,113.32; as amended and restated by that certain Universal Note and Security Agreement dated August 21, 2012 in the amount of \$130,245.84; as renewed by that certain Universal Note and Security Agreement dated December 12, 2012 in the amount of \$130,201.47; as refinanced by that certain Universal Note and Security Agreement dated September 30, 2013 in the amount of \$132,052.28 (collectively "Note No.1"), which loan and note is secured by that certain Mortgage and Security Agreement dated May 21, 2004 made by Mortgagor in favor of Bank of Pensacola, and recorded in Official Records Book 5418, Page 0219, Assignment of Leases, Rents and Profits dated May 21, 2004 recorded in Official Records Book 5418, Page 0229 as modified by Additional Advance Mortgage Modification Agreement dated August 17, 2007, recorded in Official Records Book 6205, Page 761 and Cross-

NOTICE TO CLERK: THIS INSTRUMENT EVIDENCES A MODIFICATION AND FUTURE ADVANCE UNDER THE MORTGAGE NO. 1 DEFINED HEREIN. FLORIDA DOCUMENTARY STAMP TAX AND NON-RECURRING INTANGIBLE TAX WERE PAID AND AFFIXED TO THE MORTGAGE. THIS MODIFICATION OF MORTGAGE REFLECTS A FUTURE ADVANCE IN THE AMOUNT OF **\$2,414.86** SUCH THAT DOCUMENTARY STAMP TAXES IN THE AMOUNT OF \$8.75 AND INTANGIBLE TAX IN THE AMOUNT OF \$4.83 ARE BEING PAID IN CONNECTION HERewith AND AFFIXED HERETO AND ARE BEING PAID AT THE TIME OF RECORDING.

Default and Cross-Collateralization Agreement dated July 15, 2010 recorded in Official Records Book 6614, Page 1082 all of the Public Records of Escambia County, Florida (collectively "Mortgage No.1").

2. Loan No. 56015091-15 in the original principal amount of \$20,000.00 evidenced by a Universal Note dated May 21, 2009 in the original principal amount of \$20,000.00 made by Borrower in favor of Coastal Bank and Trust of Florida, Mortgagee's predecessor in interest, as renewed by that certain Loan No. 56015091-16 in the original principal amount of \$55,000.00 as evidenced by a Universal Note and Security Agreement dated April 1, 2010 in the original principal amount of \$55,000.00, renewed by that certain Loan No. 56015091-17 in the original principal amount of \$69,957.58 as evidenced by a Universal Note and Security Agreement dated July 15, 2010 in the original principal amount of \$69,957.58 as extended by Universal Note and Security Agreement dated July 15, 2015 in the amount of \$67,254.94 (collectively "Note No. 2"), which loan and note is secured by that certain Real Estate Mortgage and Security Agreement dated May 21, 2009, recorded in Official Records Book 6477 at Page 1309, Assignment of Rents and Leases dated May 21, 2009, recorded in Official Records Book 6477 at Page 1317, as modified by that certain Modification of Real Estate Mortgage and Security Agreement, Assignment of Rents and Leases, and Additional Advance Agreement dated April 1, 2010 and recorded in Official Records Book 6578, Page 1028, as modified by Modification of Real Estate Mortgage and Security Agreement, Assignment of Rents and Profits, Additional Advance Agreement and Spreader Agreement dated July 15, 2010, and recorded in Official Records Book 6614, Page 1076, all of the Public Records of Escambia County, Florida ("Mortgage No.2").

B. Note No.1 has current outstanding balance in the sum of \$121,310.62. Note No. 2 has current outstanding balance in the sum of \$67,256.04. Note No. 1 and Note No. 2 are hereinafter collectively referred to as the "Initial Notes."

C. Mortgage No. 1 and Mortgage No. 2 are hereinafter referred to collectively as the "Original Mortgages."

D. Mortgagee has, at the request of Borrower and Mortgagor, agreed to make a future advance to Borrower in the amount of \$2,414.86 (the "Future Advance").

E. Mortgagee, has at the request of Borrower, agreed to consolidate the indebtedness evidenced by Note No. 1, Note No. 2, and the Future Advance under one (1) promissory note, such that Borrower will be responsible for one (1) monthly payment going forward.

F. Concurrently herewith, Borrower has made executed and delivered to Mortgagee that certain promissory note of even date herewith in the original principal amount of \$190,981.52 (the "Renewal Note"), which sum represents the consolidation of the indebtedness evidenced by Note No. 1, Note No. 2, and the Future Advance.

G. Mortgagor, in consideration of Mortgagee extending the Future Advance, and agreeing to consolidate such advance with the indebtedness under Note No. 1 and Note No. 2, has agreed to make, execute, and deliver this modification to Mortgage No. 1 such that from hereafter, the Mortgage No. 1, as modified hereby shall secure the maximum sum of \$123,725.48, which amount is a portion of the indebtedness of the Renewal Note, with Mortgage No. 2 continuing to secure the same sum of the Renewal Note as existing under Note No. 2.

H. Furthermore, Mortgagee requires that Mortgagor pledge additional collateral as security for the Renewal Note, and Mortgagor has agreed to pledge, mortgage and deliver that certain real property described on Exhibit "A" attached hereto and made a part hereof (the "Additional Mortgaged Real Property") to the lien of the Mortgage No. 1.

NOW, THEREFORE, , in consideration of the premises and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated for reference herein as fully set forth.

2. Future Advance/Renewal Note. The Mortgage shall hereafter secure the obligations of Mortgagor to Mortgagee as evidenced by the Renewal Note made, executed and delivered by Mortgagor to Mortgagee contemporaneously herewith in the principal amount of \$190,981.52, and all modifications, and renewals thereof, together with interest thereon until paid at the rate specified therein, said principal and interest payable in the manner and upon the terms, provisions and conditions set forth therein. All references in the Mortgage to the "indebtedness" and obligations under the "Note" shall hereafter refer to the indebtedness and obligations under the Renewal Note. Notwithstanding the foregoing, Mortgagee shall be limited to recovery of \$123,725.48 under this Mortgage No. 1, unless modified, amended or restated hereafter.

3. Additional Mortgaged Real Property. The Mortgage No. 1 is hereby modified and amended to add to the real property as defined in the Mortgage all of the Additional Mortgaged Real Property. The Additional Mortgaged Real Property shall be encumbered by the Mortgage and subject to all of the covenants, terms and provisions thereof, Mortgagor hereby giving, bargaining, selling warranting, alienating, remising, releasing, conveying, assigning, transferring, mortgaging, hypothecating, depositing, pledging, setting over, and confirming unto Mortgagee all of Mortgagor's estate, right, title and interest in, to and under the Additional Mortgaged Real Property all to the same end and with the same force and effect as if included at the time the Mortgage was executed and delivered. As to the Additional Mortgage Real Property, Mortgagor makes all representations and warranties in the Loan Documents (as defined below) originally applicable to the mortgaged real property, and agrees that the Additional Mortgaged Real Property shall be subject to all covenants and provisions of the Mortgage as if originally subject thereto. The Additional Mortgaged Property is not the constitutional homestead of Mortgagor, nor Mortgagor's spouse or dependants.

4. Reaffirmation. Mortgagor hereby ratifies and affirms all of its obligations set forth in the Renewal Note, the Mortgage, and any other documents evidencing or securing the indebtedness evidenced thereby (collectively, the "Loan Documents") and agrees to perform each and every covenant, terms and provisions thereof. The Additional Mortgage Real Property shall in all respects be subject to the lien, charge, and encumbrances of the Mortgage and nothing herein contained or done shall affect the lien, charge, or encumbrance of the Mortgage, as modified hereby, or its priority over any other liens, charges, encumbrances, or conveyances.

5. Authority and Release. Mortgagor warrants that he has full power and authority to execute this Agreement, that the Mortgage is binding upon the Mortgagor, his successors and assigns, that Mortgagee has heretofore fully performed its obligations under the Initial Notes, the Original Mortgages, and the other Loan Documents, and that the Mortgagor has no claims or offsets against the Mortgagee or against the indebtedness under the Original Notes, the obligations under the Original Mortgages, or the obligations under any of the other Loan Documents. Mortgagor does hereby release and hold harmless the Mortgagee, its officers, employees, and agents, from and against any claim, action, suit, demand, cost, expense or liability of any kind

whether known or unknown relating in any way to the making of the loan evidenced by the Initial Notes, the Renewal Note and Mortgage No. 1 or Mortgage No. 2, or the administration thereof, or the communications and business dealings between Mortgagee and Mortgagor through the date hereof.

6. No Novation. It is the intent of the parties hereto that this instrument shall not constitute a novation and shall in no way adversely affect or impair the lien priority of the Mortgage. In the event this Agreement, or any part hereof, or any of the instruments executed in connection herewith shall be construed or shall operate to affect the lien priority of the Mortgage, then, to the extent such instrument creates a charge upon the real property encumbered by the Mortgage in excess of that contemplated and permitted by the Mortgage, and to the extent third persons acquiring an interest in such property between the time of the recording of the Mortgage and the recording hereof are prejudiced thereby, if any, this Agreement shall be void and of no force or effect; provided, however, that notwithstanding the foregoing, the parties hereto, as between themselves, shall be bound by all the terms and conditions hereof until all indebtedness owing from Mortgagor to Mortgagee shall have been paid.

7. Documentary Stamp Taxes, Intangible Taxes, and Charges. Mortgagor shall pay the full amount of any documentary stamp tax, intangible tax, interest, filing fees and penalties, if any, charged incident to the Prior Note, Future Advance, Modified Note, and modification(s) described in or created by this Agreement and the filing of same. If Mortgagor fails to pay the obligations under this paragraph, Mortgagee may pay such obligations. Any amounts so paid by Mortgagee shall bear interest at the default rate stated in the Modified Note and shall be secured by the Mortgage.

8. Except as modified hereby, all other terms and conditions of the Mortgage shall remain in full force and effect, and Mortgagor and Mortgagee hereby ratify and confirm the terms and conditions thereof. Mortgagor represents and warrants to Mortgagee that Mortgagor (i) has no counterclaims, setoffs or defenses to the rights of Mortgagee under the Mortgage, as amended hereby, the Original Note, the Original Renewal Note or the Renewal Note or any other document evidencing, securing or otherwise executed in connection with any indebtedness of Mortgagor or Mortgagee; and (ii) no agreement, oral or otherwise, has been made by any of Mortgagee's employees, agents, officers or directors to further extend or modify the Renewal Note, the Mortgages or the other Loan Documents.

*Signature Page To Follow On The Next Page.*

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$163,836.86, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE LENDER UNDER THE TERMS OF THIS MORTGAGE.**

IN WITNESS WHEREOF, the Mortgagor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Charles F. James IV  
[Type/Print Name of Witness]

Thomas F. McMahon  
[Type/Print Name of Witness]

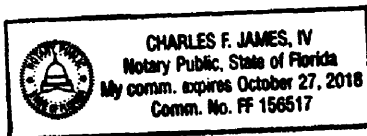
**MORTGAGOR:**

William H. Dean  
WILLIAM H. DEAN

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15 day of January, 2016, by  
WILLIAM H. DEAN ( ) who is personally known to me or ( ☒ ) who has provided  
Fla Drivers License as identification.

(NOTARIAL SEAL)



[Signature]  
NOTARY PUBLIC  
Commission number: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

**MORTGAGEE:**

COASTAL BANK AND TRUST, A DIVISION  
OF SYNOVUS BANK, as successor in interest by  
merger with Columbus Bank and Trust Company,  
successor in interest by merger with Coastal Bank  
and Trust of Florida

C.F. James IV  
Charles F. James IV  
Print/Type Name of Witness

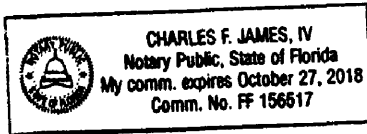
Linda F. Christensen  
Linda F. Christensen  
Print/Type Name of Witness

By: Norris F. McMahon  
Its: Senior Vice President

[CORPORATE SEAL]

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15 day of January, 2016, by  
Norris McMahon, the Vice president of COASTAL BANK AND TRUST, a  
division of Synovus Bank, on behalf of said bank. He is personally known to me.



(NOTARY SEAL)

C.F. James IV  
NOTARY PUBLIC  
My commission expires: \_\_\_\_\_  
Commission #: \_\_\_\_\_

EXHIBIT "A"

**2506 N. "E" Street, Pensacola, FL**

The North 35 feet of Lots 18, 19 and 20, less the East 20 feet of Lot 18, Block 36, Englewood Heights, the Pensacola Realty Company's subdivision of West 19.60 chains of Section 18, Township 2 South, Range 30 West, Escambia County, Florida.



This Instrument was Prepared By:  
CHARLES F. JAMES, IV, Esq.  
CLARK, PARTINGTON, HART, LARRY,  
BOND & STACKHOUSE  
125 West Romana Street, Suite 800  
Post Office Box 13010  
Pensacola, Florida 32591-3010  
(850) 434-9200  
CPH#15-1173

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**ASSIGNMENT OF RENTS AND LEASES**

**THIS ASSIGNMENT OF RENTS AND LEASES** (the "Assignment"), made this 15th day of January, 2016, by and between **WILLIAM H. DEAN**, whose address is 2422 N. Davis Highway, Pensacola, Florida 32503 (the "Assignor"), whether there be one or more, masculine or feminine, and hereinafter referred to in the singular, and **COASTAL BANK AND TRUST, A DIVISION OF SYNOVUS BANK**, a Georgia chartered bank, whose address is 1148 Broadway, Columbus, Georgia 31901 (the "Assignee");

**WITNESSETH:**

For value received, as additional security for the Loan, as that term is hereinafter defined, and such future or additional advances as may be made by Assignee at the option of Assignee to Assignor (hereinafter collectively the "Indebtedness"), Assignor hereby sells, transfers and assigns unto Assignee, its successors and assigns, all the right, title and interest of Assignor in and to the rents, issues, profits, revenues, royalties, rights and benefits (collectively the "Rents") from that certain tract or parcel of real property lying and being in Escambia County (the "Property"), and being more particularly described on the Exhibit "A" attached hereto and made a part hereof:

**AND TO THAT END** Assignor assigns and sets over unto Assignee, its successors and assigns, all leases of the Property now made, executed or written, whether written or verbal, or to be made hereafter, whether written or verbal (the "Leases").

**AND** Assignor does authorize and empower Assignee, its successors and assigns, to collect the Rents as they shall become due, and does direct each and all of the tenants of the Property to pay the Rents as now may be due or shall become due hereafter to Assignee, its successors and assigns, upon demand for payment by Assignee, its successors and assigns. It is understood and agreed, however, that no such demand shall be made unless and until there has been a default in the payment of the Indebtedness, but the tenants shall pay the Rents to Assignee upon such demand without the necessity of inquiry into the propriety of doing so, and shall be fully protected in so doing. Until such demand is made, Assignor is authorized to collect, or continue collecting, the Rents, but this privilege shall not operate to permit the collection by Assignor of any installment of Rent in advance of the date prescribed in the Lease or Leases for its or their payment.

The term of this Assignment shall be until that certain loan (the "Loan") evidenced by that certain Promissory Note (Renewal and Consolidation) made by Assignor in favor of Assignee in the original principal sum of \$190,981.52 (the "Note") of even date herewith, and secured by that Notice of Future Advance, and Modification of Mortgage, Assignment of Rents and Security Agreement (and any extension, renewal or modification thereof) of even date herewith, made, executed and delivered by Assignor to Assignee, covering the Property (the "Mortgage"), shall have been paid and satisfied fully, or until the expiration of the period of redemption, if any, at which time this Assignment is to be fully satisfied, canceled and released, and the releasing, cancelling, or satisfaction of the Mortgage shall constitute a release, cancellation or satisfaction of

this Assignment.

All Rents collected under this Assignment, less the expense of collection, if any, shall be applied on account of taxes and assessments on the Property, insurance premiums and delinquencies of principal and interest under the Note and Mortgage made by Assignor in favor of Assignee on even date herewith, or any other document or instrument evidencing or securing the Indebtedness, as may be determined by Assignee in its sole discretion.

It is expressly covenanted and agreed by Assignor that at the time of the execution and delivery of this Assignment there has been no anticipation or prepayment of any Rents by any of the tenants occupying the Property or by any of the lessees in any of the Leases, except as reflected in the Leases.

It is further covenanted and agreed that Assignor and its successors and assigns, shall have no right, power or authority to alter, modify or amend the terms, of any of the Leases without first obtaining the consent in writing of Assignee to such alteration, modification or amendment.

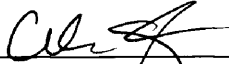
Nothing contained in this Assignment shall be construed as making Assignee, or its successors and assigns, a mortgagee in possession, nor shall Assignee, or its successors and assigns, be liable for laches or failure to collect the Rents, and it is understood that Assignee is to account only for such sums as actually are collected.

**IT IS UNDERSTOOD AND AGREED** that neither the existence of this Assignment, nor the exercise of the privilege to collect the Rents under it, shall be construed as a waiver by Assignee, or its successors and assigns, of the right to enforce payment of the Indebtedness in strict accordance with the terms and provisions of any document or instrument evidencing or securing the Indebtedness for which this Assignment is given as security.

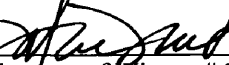
**IN WITNESS WHEREOF**, Assignor has caused these presents to be executed the day and year first above written.

[Signature Page Follows On The Next Page]

Signed, sealed and delivered  
in the presence of:

  
Signature of Witness # 1

Charles F. James IV  
Type/print name of witness

  
Signature of Witness # 2

Norris F. McMahon  
Type/print name of witness

ASSIGNOR:

  
William H. Dean

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15 day of January, 2016 by William H. Dean,  
who ( ) is personally known to me or who (✓) has produced a Florida drivers license as identification.

(NOTARIAL SEAL)

  
NOTARY PUBLIC

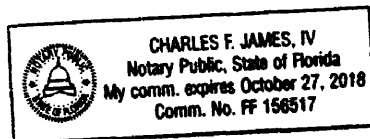


EXHIBIT "A"

2506 N. "E" Street, Pensacola, Escambia County, Florida:

The North 35 feet of Lots 18, 19 and 20, less the East 20 feet of Lot 18, Block 36, Englewood Heights, the Pensacola Realty Company's subdivision of West 19.60 chains of Section 18, Township 2 South, Range 30 West, Escambia County, Florida.

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$126,789.15, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE LENDER UNDER THE TERMS OF THIS MORTGAGE.**

This instrument prepared by:  
A. Alan Manning, Esquire  
Clark, Partington  
125 East Intendencia St.  
Pensacola, FL 32502  
CP No. 210388

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**AMENDED, RESTATED, AND CONSOLIDATED MORTGAGE AND SECURITY AGREEMENT, AND ASSIGNMENT OF RENTS AND LEASES, AND NOTICE OF FUTURE ADVANCE**

This Amended, Restated, and Consolidated Mortgage and Security Agreement, and Assignment of Rents and Leases, and Notice of Future Advance (this "**Mortgage**") is made effective as of April 15, 2021, by and between **William H. Dean, as to Parcels 1 3, and 4 and William H. Dean and Vivian C. Dean, husband and wife, as to Parcel 2** (collectively the "**Mortgagor**"), and **Synovus Bank, a Georgia chartered bank, as successor in interest through name change and by merger with COASTAL BANK AND TRUST, a division of Synovus Bank, formerly known as Columbus Bank and Trust Company, as successor in interest through name change and by merger with Coastal Bank and Trust of Florida, formerly known as Bank of Pensacola, whose address is 1148 Broadway, Columbus, Georgia 31901** (the "**Mortgagee**").

**RECITALS**

A. Mortgagor has previously executed in favor of Mortgagee (i) that certain Mortgage and Security Agreement dated May 21, 2004 made by Mortgagor in favor of Bank of Pensacola, and recorded in Official Records Book 5418, Page 0219, Assignment of Leases, Rents and Profits dated May 21, 2004 recorded in Official Records Book 5418, Page 0229 as modified by Additional Advance Mortgage Modification Agreement dated August 17, 2007, recorded in Official Records Book 6205, Page 761, Cross-Default and Cross-Collateralization Agreement dated July 15, 2010 recorded in Official Records Book 6614, Page 1082, as modified by Notice of Future Advance, and Modification of Mortgage, Assignment of Rents and Security Agreement dated January 15, 2016, recorded in Official Records Book 7465, Page 307, and Assignment of Rents and Leases dated January 15, 2016, recorded in Official Records Book 7465, Page 314, all of the Public Records of Escambia County, Florida (collectively, "**Mortgage #1**").

**NOTICE TO CLERK:** FLORIDA DOCUMENTARY STAMP TAX WAS PREVIOUSLY PAID IN CONNECTION WITH THE RECORDATION OF MORTGAGE #1 AND MORTGAGE #2. ACCORDINGLY, DOCUMENTARY STAMP TAX AND INTANGIBLES TAX IS ONLY BEING PAID ON THE ADDITIONAL ADVANCE OF **\$3,123.05**.

B. Mortgagor has previously executed in favor of Mortgagee that certain Real Estate Mortgage and Security Agreement dated May 21, 2009, recorded in Official Records Book 6477 at Page 1309, Assignment of Rents and Leases dated May 21, 2009, recorded in Official Records Book 6477 at Page 1317, as modified by that certain Modification of Real Estate Mortgage and Security Agreement, Assignment of Rents and Leases, and Additional Advance Agreement dated Mortgage and Security Agreement dated April 1, 2010 and recorded in Official Records Book 6578, Page 1028, as modified by Modification of Real Estate Mortgage and Security Agreement, Assignment of Rents and Profits, Additional Advance Agreement and Spreader Agreement dated July 15, 2010, and recorded in Official Records Book 6614, Page 1076, all of the Public Records of Escambia County, Florida ("**Mortgage #2**").

C. Mortgage #1 and Mortgage #2 secure the obligation of Borrower, William H. Dean, to Mortgagee under an existing promissory note in the total original principal amount of \$190,981.52, which noted has a current outstanding balance in the sum of \$163,843.01 (the "**Current Note**").

D. Mortgage #1 and Mortgage #2 are hereinafter referred to collectively as the "**Original Mortgages**."

E. Mortgagee has at the request of Borrower and Mortgagor agreed to make an additional (future) advance to Borrower under the Original Mortgages in the amount of \$3,123.05 (the "**Additional Advance**").

F. Concurrently herewith, Borrower has made executed and delivered to Mortgagee that certain renewal promissory note of even date herewith in the original principal amount of \$166,966.06 (the "**Renewal Note**"), pursuant to which the indebtedness evidenced by the Current Note and the Additional Advance is consolidated and renewed.

G. As a condition of the Additional Advance and consolidation of the indebtedness of Current Note and Additional Advance, Mortgagee requires that Mortgagor execute this Mortgage to evidence a consolidation, amendment and restatement of the Mortgage #1 and Mortgage #2, which shall hereafter secured the Renewal Note in accordance with the terms and conditions hereof.

H. This Mortgage amends, restates, and supersedes in its entirety the Original Mortgages as consolidated herein.

I. The execution and delivery of this Mortgage shall not constitute a novation or modification of a lien, encumbrance of security title of the Original Mortgages, which Original Mortgages, as modified herein, shall retain priority as originally filed for record.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Renewal Note and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**SECTION 1.** The Original Mortgages are hereby consolidated, amended and restated in their entirety into this Mortgage, which provides as follows:

1.01 **PREMISES.** Mortgagor, for and in consideration of the premises, as security for the Secured Indebtedness, as that term is hereinafter defined, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, convey and grant unto the Mortgagee, its successors and assigns, the following (hereinafter collectively the "**Premises**");

A. **REAL PROPERTY.** All of that certain real property lying and being in Escambia County, Florida, and being more particularly described on **Exhibit "A"** attached hereto and made a part hereof ("**Real Property**"). THE REAL PROPERTY DESCRIBED ON EXHIBIT A ARE COMMERCIAL PROPERTIES AND ARE NOT THE CONSTITUTIONAL HOMESTEAD OF WILLIAM H. DEAN NOR HIS WIFE, VIVIAN C. DEAN, NOR ANY OF THEIR DEPENDANTS.

B. **IMPROVEMENTS.** All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Real Property, all building materials, plans, specifications, drawings and books and records pertaining to design or construction of any buildings, structures and improvements now or hereafter situated on the Real Property, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantles, air conditioning apparatus, refrigeration plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings and storm sashes which are or shall be attached to said buildings, structures or improvements and all other furnishings, fixtures, machinery, equipment, appliances, materials, chattels, inventory, accounts, farm products, consumer goods, general intangibles and personal property of every kind and nature whatsoever, now or hereafter owned by Mortgagor and located in, on or about, or used or intended to be used with or in connection with the use, operation and enjoyment of the Real Property, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title and interest of Mortgagor in any such furnishings, furniture, fixtures, machinery, equipment, appliances, and personal property subject to or covered by any prior security agreements, conditional sales contract, chattel mortgage or similar liens or claims, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Real Property and a part of the Premises as between the parties hereto and all persons claiming by, through or under them.

C. **APPURTENANCES.** All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, and passages, sewer rights, water rights and powers, minerals, flowers, shrubs, trees and other emblements now or hereafter located on the Real Property or under or above the same or any part or parcel thereof and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions and remainders, whatsoever, in any way belonging, relating or appertaining to the Real Property or Improvements or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to Mortgagee, its successors and assigns in fee simple forever.

1.02 **PERMITTED ENCUMBRANCES.** Mortgagor, for itself, its heirs, successors, assigns and legal representatives, covenants with Mortgagee, its successors and assigns, that: (i) Mortgagor is indefeasibly seized of the Premises in fee simple; that Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for Mortgagor, its successors and assigns at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Premises and every part thereof; that the Premises and every part thereof is free from all encumbrances of every kind and

character except for taxes assessed for the year of closing (the "Permitted Encumbrances"); that the Mortgagor will make such further assurances to perfect the fee simple title to the Premises in Mortgagee, its successors and assigns, as may reasonably be required; that the Mortgagor does hereby fully warrant the title to the Premises and every part thereof and will defend the same against the lawful claims of all persons whomsoever except for the Permitted Encumbrances; (ii) Mortgagor shall duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every of the stipulations, agreements, conditions and covenants of the Renewal Note and all other documents or instruments evidencing or securing the Secured Indebtedness, as those terms are hereinafter defined; (iii) the Premises and its use fully complies with all applicable building and zoning codes and other land use regulations, any applicable environmental laws or regulations, and any other applicable laws or regulations; (iv) no part of the Real Property has been artificially filled; and (v) Mortgagor has lawful access to the Premises from a public road.

1.03 **SECURED INDEBTEDNESS.** This Mortgage and conveyance is intended to be and is a real property mortgage, which amends, and restates in its entirety the Original Mortgages and is intended to be a "Security Agreement" governed by the laws of the State of Florida concerning mortgages and the Uniform Commercial Code as adopted in Florida, and is intended to secure the payment of the following (the "**Secured Indebtedness**"):

A. The existing indebtedness represented by the Renewal Note made by Borrower in favor of Mortgagee dated the same date as this instrument for the sum of **ONE HUNDRED SIXTY SIX THOUSAND NINE HUNDRED SIXTY SIX and 06/100ths dollars (\$166,966.06)** made by the Mortgagor payable to the order of Mortgagee with interest from date until paid at the rate therein specified, the said principal and interest payable in the manner and upon the terms, provisions and conditions set forth in the Renewal Note, together with any and all renewals, extensions, modifications, consolidations and extensions thereof;

B. Such future or additional advances as may be made by Mortgagee at the option of Mortgagee to the Mortgagor, and also, the payment of any and all notes, liabilities, and obligations of the Mortgagor to Mortgagee, its successors or assigns, whether as maker, endorser, guarantor or otherwise, and whether such notes, liabilities or obligations, or any of them, be now in existence or accrue or arise hereafter, or be now owned or held by Mortgagee, or be acquired hereafter, it being the intent and purpose of the Mortgagor to secure, by the Mortgage, all notes, claims, demands, liabilities and obligations which Mortgagee, its successors or assigns, may have, hold or acquire at any time during the life of this Mortgage against the Mortgagor. Provided that, notwithstanding the foregoing, the total of all amounts secured hereby shall not exceed at any one time the sum of **\$333,932.12**; and provided, further, that all such advances, notes, claims, demands or liabilities and obligations secured hereby be incurred or arise or come into existence either on or prior to the date of this Mortgage, or on or before twenty (20) years after the date of this Mortgage or within such lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable consideration. The Mortgagor hereby waives, on behalf of himself and his successors and assigns, the right to file for record a notice limiting the maximum principal amount which may be secured by this Mortgage as provided for in Florida Statutes 697.04(1)(b); and

C. The compliance with all the covenants, agreements and stipulations of this Mortgage, the Renewal Note, and any and all documents or instruments evidencing, securing or otherwise executed in connection with the Secured Indebtedness.



D. Any and all of the Mortgagor's obligations under or in connection with existing and future swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time) with Mortgagee or any of its affiliates.

1.04 **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor hereby assigns, transfers, sets over and pledges to Mortgagee, its successors and assigns, as further security and means for the discharge of the Secured Indebtedness, all leases of all or any part of the Premises now made, executed or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal, and all of the rents, issues and profits of the Premises and the improvements now or hereafter thereon, which rents, issues and profits may become due and payable at any time during the life of this Mortgage when any amount shall be due and unpaid by the Mortgagor hereunder or when the Mortgagor shall otherwise be in default hereunder, whether said rents, issues and profits shall be due from the present or any future tenants or leases thereof, with full power and authority in Mortgagee or its assigns to collect and receive the same from said tenants or leases or from any real estate agent or other person collecting the same, and to give proper receipts and acquittances therefor and after paying all commissions of any rental agent collecting the same and any attorney's fees and other expenses incurred in collecting the same to apply the net proceeds of such collections upon any and all indebtedness, obligations, undertakings or liabilities of the Mortgagor hereunder.

## **SECTION 2.**

Mortgagor further covenants and agrees as follows:

2.01 **PAYMENT OF INDEBTEDNESS.** To pay all and singular the principal and interest and other sums of money payable by virtue of the Secured Indebtedness, as in the Renewal Note, any instrument or instruments evidencing one or more future or additional advances, and/or this Mortgage provided, promptly on the days that the same respectively become due.

2.02 **MAINTENANCE AND REPAIRS.** To keep perfect and unimpaired the security hereby given and to permit, commit or suffer no waste, impairment or deterioration of the Premises or any part thereof. Mortgagor shall comply with all restrictive covenants, statutes, ordinances and requirements of any governmental authority relating to the Premises, and shall not join in, consent to or initiate any change in such restrictive covenants, statutes, ordinances or requirements without the express written consent of Mortgagee.

2.03 **TAXES, LIENS AND OTHER CHARGES.** To pay all and singular the taxes, assessments, obligations and encumbrances of every nature now on the Premises or that hereafter may be levied, assessed or imposed thereon when due and payable according to law and before they become delinquent; and if the same not be promptly paid Mortgagee may, at any time either before or after delinquency, pay the same without waiving or affecting its right to foreclose this Mortgage or any other right hereunder and all sums so paid shall become a part of the Secured Indebtedness and at the option of Mortgagee, shall bear interest from the date of each such payment at the maximum rate allowed by law. Upon notification from Mortgagee, Mortgagor shall pay to Mortgagee, together with and in addition to the payments of principal and interest payable under the terms of the Renewal Note secured hereby, on installment paying dates in the Renewal Note, until said Renewal Note are fully paid or until notification from Mortgagee to the contrary, an amount reasonably sufficient (as estimated by Mortgagee) to provide Mortgagee with funds to pay said taxes, assessments, insurance premiums, rents and other charges next due so that Mortgagee will have sufficient funds on hand to pay the same thirty (30) days before the date upon which they become past due. In no event shall Mortgagee be liable for any interest on any amount paid to it as herein required, and the money so received shall be held in a separate account, pending payment or

application thereof as herein provided. As required by Mortgagee, Mortgagor shall furnish to Mortgagee, at least thirty (30) days before the date on which same will become past due, an official statement of the amount of said taxes, assessments, insurance premiums and rents next due, and Mortgagee shall pay said charges to the amount of the then unused credit therefor as and when they become severally due and payable. An official receipt therefor shall be conclusive evidence of such payment and the validity of such charges.

2.04 **INSURANCE.** Mortgagor will keep the Premises insured against loss or damage by fire, wind, flood and such other risks and matters including, without limitation, business interruption, rental loss, public liability and boiler insurance, as Mortgagee may from time to time require in amounts required by Mortgagee, not exceeding in the aggregate 100% of the full insurable value of the Premises and shall pay the premiums for such insurance as same become due and payable. All policies of insurance (the "Policies") shall be issued by an insurer acceptable to Mortgagee and shall contain the standard New York Mortgagee non-contribution provision naming Mortgagee as the person to which all payments made by such insurance company shall be paid. Mortgagor will assign and deliver the Policies to Mortgagee. Not later than thirty (30) days prior to the expiration date of each of the Policies, Mortgagor will deliver to Mortgagee evidence satisfactory to Mortgagee of the renewal of each of the Policies. If the Premises shall be damaged or destroyed, in whole or in part, by fire or other casualty, Mortgagor shall give prompt notice thereof to Mortgagee. Sums paid to Mortgagee by any insurer may be retained and applied by Mortgagee toward payment of the Secured Indebtedness in such priority and proportions as Mortgagee in its discretion shall deem proper or, at the discretion of Mortgagee, the same may be paid, either in whole or in part, to Mortgagor for such purposes as Mortgagee shall designate. If Mortgagee shall receive and retain such insurance money, the lien of this Mortgage shall be reduced only by the amount thereof received after expenses of collection and retained by Mortgagee and actually applied by Mortgagee in reduction of the Secured Indebtedness.

2.05 **EXPENSES.** To pay all and singular the costs, charges and expenses, including reasonable attorneys' fees and costs of abstracts of title, incurred or paid at any time by Mortgagee or its assigns in collecting or attempting to collect the Secured Indebtedness or in foreclosing or attempting to foreclose this Mortgage or in enforcing any of its rights hereunder or incurred or paid by it because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of the instrument or instruments evidencing the Secured Indebtedness and this Mortgage; and said costs, charges and expenses shall be immediately due and payable and shall be secured by the lien of this Mortgage.

2.06 **CONDEMNATION.** Notwithstanding any taking of any property herein conveyed and agreed to be conveyed, by eminent domain, alteration of the grade of any street or other injury to, or decrease in value of, the Premises by any public or quasi-public authority or corporation, Mortgagor shall continue to pay principal and interest on the Secured Indebtedness, and any reduction in the Secured Indebtedness resulting from the application by Mortgagee of any award or payment for such taking, alterations, injury or decrease in value of the Premises, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt; and said award or payment may, at the option of Mortgagee, be retained and applied by Mortgagee toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Mortgagor for the purpose of altering, restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or object satisfactory to Mortgagee, but Mortgagee shall not be obligated to see to the application of any amount paid over to Mortgagor. If, prior to the receipt by Mortgagee of such award or payment, the Premises shall have been sold on foreclosure of this Mortgage, Mortgagee shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage

shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by Mortgagee in connection with the collection of such award or payment.

2.07 **REPAIRS BY MORTGAGEE.** Mortgagee shall give Mortgagor until 11:59 p.m. on the seventh (7th) calendar day following written receipt of written notice from Mortgagee, the opportunity to repair the Premises in accordance with said notice. If Mortgagor fails to repair the Premises as provided for in said notice, then Mortgagee shall have the right from time to time to expend such sums as it shall deem necessary to keep the Premises in good condition and repair, and all sums so expended shall be added to and become a part of the Secured Indebtedness and shall bear interest and be payable as herein provided for the payment of Secured Indebtedness and interest and the lien of this Mortgage shall extend to and secure the same.

2.08 **INDEMNIFICATION.** Mortgagor shall protect, indemnify and save harmless Mortgagee from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation attorneys' fees and expenses) imposed upon or incurred by or asserted against Mortgagee by reason of (a) ownership of this Mortgage, the Premises or any interest therein or receipt of any rents; (b) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (c) any use, nonuse or condition in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (d) any failure on the part of Mortgagor to perform or comply with any of the terms of this Mortgage; or (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof. Any amounts payable to Mortgagee by reason of the application of this paragraph shall become part of the Secured Indebtedness and shall bear interest and be payable as herein provided for the payment of the Secured Indebtedness and interest and the lien of this Mortgage shall extend to and secure the same. The obligations of Mortgagor under this paragraph shall survive any termination or satisfaction of this Mortgage.

2.09 **HAZARDOUS SUBSTANCES.** Mortgagor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (hereinafter defined) on or in the Premises. Mortgagor shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law (hereinafter defined). Mortgagor shall promptly give Mortgagee written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Premises and any Hazardous Substance or Environmental Law of which Mortgagor has actual knowledge. If Mortgagor learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Premises is necessary, Mortgagor shall promptly take all necessary remedial actions in accordance with Environmental Law at Mortgagor's expense. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law, and the following substances: (i) gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides and volatile solvents (other than such small quantities thereof as are generally recognized as being appropriate to normal use and to maintenance of the Premises), and (ii) materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection. To the maximum extent permitted by applicable law, Mortgagor shall indemnify Mortgagee and Mortgagee's successors, assigns, officers, directors, shareholders, employees, affiliates and agents (collectively, the "Indemnitees") against any and all liabilities, losses, damages or expenses suffered or incurred by Indemnitees as the result of Mortgagor's failure to observe or perform any of the provisions of this paragraph, as a result of the failure of Mortgagor or any other person to comply with any Environmental Law affecting the Premises or as a result of the presence, storage,

disposal or treatment on the Premises of any Hazardous Substance. The indemnification obligations of Mortgagor under this paragraph shall survive payment or satisfaction of the Secured Indebtedness and any acquisition of the Premises by Mortgagee by foreclosure of this Mortgage, by conveyance in lieu of foreclosure or otherwise, and such provisions shall remain in full force and effect as long as the possibility exists that Indemnitees may suffer or incur any such liabilities, losses, damages or expenses.

### SECTION 3.

**3.01 EVENT OF DEFAULT.** Each of the following events shall constitute an "Event of Default" under this Mortgage: (i) should Mortgagor fail to pay the Secured Indebtedness or any part thereof, when and as the same shall become due and payable; (ii) should any warranty or representation of Mortgagor herein contained, or contained in any instrument, transfer, certificate, statement, conveyance, assignment or loan agreement given with respect to the Secured Indebtedness, prove untrue or misleading in any material aspect; (iii) should the Premises be subject to actual or threatened waste, or any part thereof be removed, demolished or materially altered so that the value of the Premises be diminished; (iv) should any federal tax lien or claim of lien for labor or material be filed of record against Mortgagor or the Premises and not be removed by payment or bond within thirty (30) days from date of recording; (v) should any claim of priority to this Mortgage by title, lien or otherwise be asserted in any legal or equitable proceeding which is not fully covered by applicable title insurance; (vi) should Mortgagor or any guarantor of the Secured Indebtedness make any assignment for the benefit of creditors, or should a receiver, liquidator or trustee of Mortgagor or any guarantor of the Secured Indebtedness or of any of Mortgagor's or any guarantor's of the Secured Indebtedness property be appointed, or should any petition for the bankruptcy, reorganization or arrangement of Mortgagor or any guarantor of the Secured Indebtedness pursuant to the Federal Bankruptcy Act or any similar statute, be filed, or should Mortgagor or any guarantor of the Secured Indebtedness be adjudicated a bankrupt or insolvent, or should Mortgagor or any guarantor of the Secured Indebtedness in any proceeding admit his insolvency or inability to pay his debts as they fall due or should Mortgagor, if a corporation, be liquidated or dissolved; (vii) should Mortgagor fail to keep, observe, perform, carry out and execute in every particular the covenants, agreement, obligations and conditions set out in this Mortgage, or in the Renewal Note or in any instrument given with respect to the Secured Indebtedness; (viii) should Mortgagor transfer, convey, encumber, mortgage, grant a security interest in or otherwise convey any interest in the Premises whatsoever without the prior written consent of Mortgagee, excluding the creation of a purchase money security interest for household appliances, a transfer by devise, descent or by operation of law upon the death of a joint tenant or the grant of any leasehold interest of three (3) years or less not containing an option to purchase; (ix) should there occur, without the prior written consent of Mortgagee, any change in the ownership of Mortgagor, if Mortgagor is not an individual; (x) should an event of default or an event that but for the passage of time or giving of notice would constitute an event of default occur under the terms of any mortgage or any note secured by said mortgage or any other document or security instrument given in connection therewith given from Mortgagor to Mortgagee; (xi) should an event of default or an event that but for the passage of time or giving of notice would constitute an event of default occur under the terms of any other mortgage encumbering all or any portion of the Premises; (xii) should Mortgagor hereafter attempt to limit the maximum principal amount which may be secured by this Mortgage; or (xiii) should Mortgagor default under any and all of the Mortgagor's obligations under or in connection with existing and future swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time) with Mortgagee or any of its affiliates.

**3.02 REMEDIES.** If an Event of Default occurs and remains uncured, then in either or any such event, the aggregate sum or sums secured hereby then remaining unpaid, with interest accrued at that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of Mortgagee, or its assigns, as fully and completely as if all of the said sums of money were originally

stipulated to be paid on such date, anything in the Renewal Note or any instrument or instruments or in this Mortgage to the contrary notwithstanding; and thereupon, or thereafter, at the option of Mortgagee, or its assigns, without notice or demand, suit at law or in equity may be prosecuted as if all moneys secured hereby had matured prior to its institution. The Mortgagee, or its assigns, may do either or both of the following as to the amount so declared due and payable: (i) bring an action to enforce payment of the amount so declared due and payable, with or without bringing an action to foreclose this Mortgage; and/or (ii) foreclose this Mortgage as to the amount so declared due and payable, and the Premises, or any part or parts thereof, in one or more sales as determined by Mortgagee, shall be sold to satisfy and pay the same with costs, expenses and allowances. In addition, Mortgagee shall also be entitled to take such action and avail itself of such remedies as may be available under the Uniform Commercial Code in effect in the State of Florida.

3.03 **RECEIVER.** In the event a suit shall be instituted to foreclose this Mortgage, Mortgagee, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver for all and singular the Premises and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to Mortgagee, its successors or assigns, without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of the Mortgagor, Mortgagor's legal representatives, successors or assigns, and that such rents, profits, incomes, issues, and revenues shall be applied by such receiver to the payment of the Secured Indebtedness, costs, and charges, according to the order of said court. The Mortgagor hereby specifically waives the right to object to the appointment of a receiver as described herein and hereby expressly consents that such appointment shall be made as an admitted equity and is Mortgagee's absolute right, and that the appointment may be done without notice to the Mortgagor. Mortgagor further consents to the appointment of Mortgagee or any officer or employee of Mortgagee as receiver.

#### SECTION 4.

4.01 **PRIOR LIENS, LEASEHOLD, OR CONDOMINIUM.** If this is a junior Mortgage, or if this is a mortgage on a leasehold estate, Mortgagor shall pay all installments of principal and interest and perform each and every covenant and obligation of the prior mortgage or the lease. Failure of Mortgagor to do so shall constitute a default hereunder. Upon failure of Mortgagor to do so, Mortgagee may (but shall not be required to) make such payments or perform such covenants or obligations and the cost of same, together with interest at the maximum rate allowed by law, shall be payable by Mortgagor upon demand by Mortgagee and shall be secured by the lien of this Mortgage. If this is a junior Mortgage and Mortgagor increases the amount due on any prior mortgage without Mortgagee's prior written consent, Mortgagee may, at its option, immediately or thereafter declare this Mortgage and the indebtedness secured hereby due and payable forthwith and thereupon may, at its option, proceed to foreclose this Mortgage. If this is a Mortgage on a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Mortgagor and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

4.02 **NOTICES.** Any notice, election, or other communication required or permitted hereunder shall be in writing and shall be either: (i) delivered in person; (ii) sent by overnight courier service; or (iii) sent by certified or registered United States mail, return receipt requested, to the addresses for Mortgagor and Mortgagee set forth on the first page of this Mortgage. Any notice, election, or other communication

delivered or mailed as aforesaid shall, if delivered in person, be effective upon date of delivery, if couriered by overnight delivery service be effective on the date of delivery and if mailed, such notice shall be effective upon date of actual receipt. Any notice delivered to the address or addresses set forth above to the respective party shall be deemed delivered if delivery thereof is rejected or refused at the address provided. Each party hereto may change its address and addressee for notice, election, and other communication from time to time by notifying the other parties hereto of the new address and addressee in the manner provided for giving notice herein.

**4.03 SUBROGATION.** To the extent of the Secured Indebtedness, Mortgagee is hereby subrogated to the lien or liens and to the rights of the owners and holders thereof of each and every mortgage, lien or other encumbrance on the Premises which is paid or satisfied, in whole or in part, from the proceeds of the loan evidenced by the Secured Indebtedness or from the proceeds of any future or additional advances, and the liens of said mortgages or other encumbrances, shall be and the same and each of them hereby are preserved and shall pass to and be held by Mortgagee herein as security for the Secured Indebtedness, to the same extent that it would have been preserved and would have been passed to and been held by Mortgagee had it been duly and regularly assigned, transferred, set over and delivered unto Mortgagee by separate deed of assignment, notwithstanding the fact that the same may be satisfied and canceled of record, it being the intention that the same will be satisfied and canceled of record by the holders thereof at or about the time of the recording of this Mortgage.

**4.04 NO NOVATION; NO DEFENSES.**

(a) Neither this Mortgage nor the Renewal Note discharge or release or in any way adversely affects the lien or lien priorities of the Original Mortgages or any other security for the Secured Indebtedness. In the event that any of the provisions of this Mortgage shall be construed by a court of competent jurisdiction as operating to affect the lien priority of the Original Mortgages over claims which would otherwise be subordinate thereto, then at the sole option of Mortgagee, Mortgagee may treat such provisions as void and of no force or effect and enforce the provisions of the Original Mortgages as modified by this Instrument excluding such provisions, or at the sole option of Mortgagee, Mortgagee may enforce the Original Mortgages pursuant to the terms therein contained, independent of this Instrument to the extent that third persons acquiring an interest in such real property between the time of recording of the Original Mortgages and the recording hereof are prejudiced by this Mortgage. However, if Mortgagee elects either such option, the parties hereto, as between themselves, shall in all events be bound by all the terms and conditions of this Instrument and the Renewal Note until all Secured Indebtedness owing from Mortgagor to Mortgagee shall have been paid in full.

(b) Mortgagor hereby confirms that it has no defenses or offsets of any kind against any of the indebtedness due under the Current Note. Mortgagor hereby waives any claim which it may have with respect to the Current Note or the Original Mortgages, or any other document executed in connection therewith or related thereto, as the same may have been modified, or as hereby or hereafter modified. Mortgagor agrees not to raise any such defenses or claims in any civil proceedings or otherwise.

(c) Mortgagor has concluded that Florida documentary stamp taxes and intangible taxes are due and payable in connection with the sum of the Additional Advance of \$3,123.05. Mortgagor hereby agrees to indemnify Mortgagee, and hold Mortgagee harmless in the event that any governmental agency and/or Mortgagee, in its discretion, determines and/or requires that additional documentary stamp and/or intangible taxes be paid on the Renewal Note or this Mortgage, or arise based upon the transactions contemplated herein or under Florida law. Mortgagor shall pay any such documentary stamp taxes and/or intangible taxes, including interest and penalties, to Mortgagee promptly upon demand by Mortgagee, and such unpaid amounts shall be secured by the continuing and uninterrupted lien of this Mortgage. In

addition, Mortgagor shall reimburse Mortgagee for any documentary stamp tax or intangible tax, including penalties and interest, paid by Mortgagee and all costs and attorneys fees that Mortgagee may incur in defending against an imposition of such taxes on this Mortgage.

4.05 **GENERAL.** The provisions hereof shall be binding upon and shall inure to the benefit of Mortgagor, the heirs, executors, administrators, legal representatives, successors and assigns (including without limitation subsequent owners of the Premises) and shall be binding upon and inure to the benefit of Mortgagee, its successors and assigns and any future holder of the Secured Indebtedness hereby secured, and any successors or assigns of any future holder of the Secured Indebtedness. This Mortgage may not be changed, terminated or modified orally or in any other manner than by an instrument in writing signed by the party against whom enforcement is sought. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Mortgage. In no event shall all charges in the nature of interest charged or taken on this Mortgage or in connection with the Secured Indebtedness exceed the maximum allowed by law and in the event such charges cause the interest to exceed said maximum allowed by law, such interest shall be recalculated, and such excess shall be credited to principal, it being the intent of the parties that under no circumstances shall the Mortgagor be required to pay any charges in the nature of interest in excess of the maximum rate allowable by law. In the case any one or more of the covenants, agreements, terms, or provisions contained in this Mortgage or in the Renewal Note shall be held or found invalid, illegal, or unenforceable in any respect, the validity of the remaining covenants, agreements, terms, or provisions contained herein and in the Renewal Note shall in no way be affected, prejudiced, or disturbed thereby. This Mortgage shall be governed and construed by the laws of the State of Florida. No act of Mortgagee shall be construed as an election to proceed under any one provision of the Mortgage or of the applicable statutes of the State of Florida to the exclusion of any other such provision, anything herein otherwise to the contrary notwithstanding. Time is of the essence of this Mortgage. No waiver of any covenant herein or in the obligations secured hereby shall at any time hereafter be held to be a waiver of any of the other terms hereof or of the Secured Indebtedness secured hereby, or future waiver of the same covenant. The use of any gender shall include all other genders. The singular shall include the plural. Mortgagor will execute and deliver promptly to Mortgagee on demand at any time or times hereafter, any and all further instruments reasonably required by Mortgagee to carry out the provisions of this Mortgage.

4.06 **ENTIRE AGREEMENT, WAIVER OF JURY TRIAL.** It is understood and agreed that: ANY CONTEMPORANEOUS OR PRIOR REPRESENTATIONS, STATEMENTS, UNDERSTANDINGS AND AGREEMENTS, ORAL OR WRITTEN, BETWEEN MORTGAGOR AND MORTGAGEE ARE MERGED INTO THIS MORTGAGE, WHICH ALONE FULLY AND COMPLETELY EXPRESSES THEIR AGREEMENT, AND THAT THE SAME IS ENTERED INTO AFTER FULL INVESTIGATION, NEITHER PARTY RELYING ON ANY STATEMENT OR REPRESENTATION MADE BY THE OTHER WHICH IS NOT EMBODIED IN THIS MORTGAGE. MORTGAGEE AND MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF EITHER PARTY. THIS PARAGRAPH IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE MAKING THE LOAN TO MORTGAGOR.

IN WITNESS WHEREOF, Mortgagor and Mortgagee have caused this Mortgage to be executed in their names the day and year first above written.

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$126,789.15, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE LENDER UNDER THE TERMS OF THIS MORTGAGE.**

Signed, sealed and delivered  
in the presence of:

Verecia Williams  
Verecia Williams

**MORTGAGOR:**

William H. Dean  
William H. Dean

[type/print name of witness]

Linda F. Christenson  
Linda F. Christenson  
[type/print name of witness]

Vivian C. Dean  
Vivian C. Dean

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25th day of May, 2021 by, William H. Dean and Vivian C. Dean, who ☐ are personally known to me or who have ☒ produced Florida Drivers License + U.S. Passport Florida Drivers Licenses as identification.

[Signature]  
NOTARY PUBLIC  
Commission number: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

(NOTARIAL SEAL)





Signed, sealed and delivered  
in the presence of:

Shelby Browder  
Shelby Browder  
[Print/Type Name of Witness]

Michel Joffrion  
Michel Joffrion  
[Print/Type Name of Witness]

MORTGAGEE:

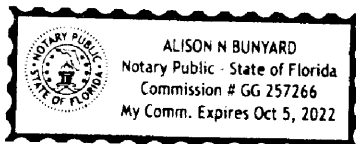
SYNOVUS BANK

BY: [Signature]  
Name: Diane E. Mendoza  
Title: Retail Market Lead

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of (X) physical presence or ( ) online notarization, this 25<sup>th</sup> day of May 25, 2021, by Diane Mendoza, the Retail Market Lead of Synovus Bank on behalf of the Bank. He/she She is personally known to me or ( ) has produced a driver license as identification.



(NOTARY SEAL)

Alison N Bunyard  
NOTARY PUBLIC  
My comm. expires: Oct 5, 2022  
Commission #: GG 257266

**EXHIBIT "A"**

**Legal Description**

**Parcel 1 – 2507 N. "E" Street, Pensacola, FL**

The North half of Lots 11 to 15 both inclusive in Block 37, Englewood Heights, Section 18, Township 2 South, Range 30 West, according to map made by L. E. Thornton, Civil Engineer, in October 1909 and recorded in Deed Book 59 at Page 107 of the records of Escambia County, Florida.

**Parcel 2 – 2422 N. Davis Highway, Pensacola, FL**

Lot 4, Block 88, East King Tract, East of Tarragona, City of Pensacola, Escambia County, Florida, according to Map of said City, copyrighted by Thomas C. Watson in 1906.

**Parcel 3 – 2508 N. "E" Street, Pensacola, FL**

The South 98 feet of Lots 1 and 2; the South 98 feet of the West 20 feet of Lot 3, also the South 70 feet of the East 10 feet of Lot 3; and the South 70 feet of Lots 4 and 5, Block 36, Englewood Heights, being Pensacola Realty Company's Subdivision of the West 1297 feet of Section 18, Township 2 South, Range 30 West, Escambia County, Florida, according to Map made by L.E. Thornton in October 1909, and recorded in Deed Book 59, page 107 and 108, appearing in Official Record Book 255, page 910 and 911, said Contract between Harry R. Osborn and Mary L. Osborn, husband and wife.

**Parcel 4 – 2506 N. "E" Street, Pensacola, FL**

The North 35 feet of Lots 18, 19 and 20, less the East 20 feet of Lot 18, Block 36, Englewood Heights, the Pensacola Realty Company's subdivision of West 19.60 chains of Section 18, Township 2 South, Range 30 West, Escambia County, Florida.

Recorded in Public Records 9/14/2022 4:22 PM OR Book 8859 Page 198,  
Instrument #2022093434, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$35.50

Recorded in Public Records 9/14/2022 3:41 PM OR Book 8859 Page 77,  
Instrument #2022093386, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$35.50

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

PETITIONER  
ESCAMBIA COUNTY FLORIDA,

CASE NO: CE2203832I  
LOCATION: 2506 N E ST  
PR#: 182S306000190036

VS.

DEAN, WILLIAM H.  
2 HARMONY AVE  
PENSACOLA, FL 32505

RESPONDENT(S)

ORDER

This CAUSE having come before the Office of Environmental Enforcement  
Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged  
violation of the ordinances of the County of Escambia, State of Florida, and the Special  
Magistrate having considered the evidence before him in the form of testimony by the  
Enforcement Officer and the Respondent(s) or representative thereof, No one,  
as well as evidence submitted, and after consideration of the appropriate sections of  
the Escambia County Code of Ordinances, the Special Magistrate finds that a violation  
of the following Code of Ordinances has occurred and continues:

**LDC. Ch. 4. Art. 7. Sec. 4-7.9 Outdoor Storage**

**Sec. 42-196(a) Nuisance - (A) Nuisance**

**Sec. 42-196(b) Nuisance - (B) Trash and Debris**

**Sec. 82-171. Solid Waste - Mandatory Collection**

**Unsafe Structures - 30-203 (DD) Structural elements unmaintained**

**Unsafe Structures - 30-203 (N) Siding**

**Unsafe Structures - 30-203 (O) Roof**

Page 1 Of 4

Unique Code : BAA-CACABGBCBEEJFA-BCADD-CACCAJDDIG-BDGHGB-B Page 1 of 4

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY OF AN OFFICIAL RECORD  
OR DOCUMENT AUTHORIZED BY LAW TO BE RECORDED OR FILED AND ACTUALLY RECORDED OR FILED  
IN THE OFFICE OF THE ESCAMBIA COUNTY CLERK OF THE CIRCUIT COURT. THIS DOCUMENT MAY  
HAVE REDACTIONS AS REQUIRED BY LAW.  
VISIT [HTTPS://WWW.ESCAMBIACLERK.COM/E-CERTIFY](https://www.escambiaclerk.com/e-certify) TO VALIDATE THIS DOCUMENT



Digitally signed by The Honorable Pam Childers  
Date: 2022.09.14 16:08:17 -05:00  
Escambia County Clerk of the Court and Comptroller  
Location: 190 W Government St., Pensacola, FL 32502

BK: 8859 PG: 199

BK: 8859 PG: 78

**Unsafe Structures - 30-203 (P) Eaves/soffits**

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

It is hereby **ORDERED** that the **RESPONDENT(S)** shall have until  
**10/13/2022** to correct the violation(s) and to bring the violation into compliance.  
Corrective action shall include:

**Complete removal of all contributing nuisance conditions; trash, rubbish,  
overgrowth and legally dispose of. maintain clean conditions to avoid a repeat  
violation.**

**Obtain building permit and restore structure to current building codes or, obtain  
demolition permit and remove the structure(s), legally disposing of all debris.**

**Subscribe for residential waste collection with a legal waste collection service and  
comply with solid waste disposal methods**

**Remove all outdoor storage from the property. Store indoor items in a garage, shed  
or dwelling.**

**Remove all refuse and dispose of legally and refrain from future littering**

If Respondent(s) fail to fully correct the violation(s) within the time required,  
Respondent(s) will be assessed a fine of **\$30.00** per day, commencing **10/14/2022**.  
This fine shall continue until the violation(s) is/are abated and the violation(s) brought  
into compliance, or until as otherwise provided by law. **RESPONDENT IS REQUIRED**,  
immediately upon full correction of the violation(s), to contact the Escambia County  
Office of Environmental Enforcement in writing to request that the office immediately  
inspect the property to make an official determination of whether the violation(s)  
has/have been abated and brought into compliance. If the violation(s) is/are not abated  
within the specified time period, Escambia County may elect to undertake any  
necessary measures to abate the violation(s). These measures could include, but are

Page 2 Of 4

Unique Code : BAA-CACABGBCBEEJFA-BCADD-CACCAJDDIG-BDGHBB Page 2 of 4

BK: 8859 PG: 200

BK: 8859 PG: 79

Unique Code : BAA-CACABGBCBEEJFA-BCADD-CACCAJDDIG-BDGHBB Page 3 of 4

not limited to, **DEMOLISHING NON-COMPLIANT STRUCTURES, LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S).**

At the request of Escambia County, the Sheriff shall enforce this order by taking reasonable law enforcement action to remove from the premises any unauthorized person interfering with the execution of this order or otherwise refusing to leave after warning.

The reasonable cost of such abatement will be assessed against **RESPONDENT(S)** and shall constitute a lien on the property. Pursuant to Escambia County Resolution R2017-132, costs in the amount of \$235.00 are awarded in favor of Escambia County as the prevailing party against **RESPONDENT(S)**.

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

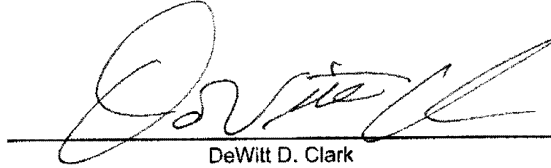
**RESPONDENT(S)** have the right to appeal the order(s) of the Special Magistrate to the Circuit Court of Escambia County. If **RESPONDENT(S)** wish(es) to appeal, **RESPONDENT(S)** must provide notice of such appeal in writing to both the Environmental Enforcement Division at 3363 West Park Place, Pensacola,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

**BK: 8859 PG: 201 Last Page**

**BK: 8859 PG: 80 Last Page**

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

**DONE AND ORDERED** in Escambia County, Florida on this 13th day of September, 2022.



DeWitt D. Clark  
Special Magistrate  
Office of Environmental Enforcement

Unique Code : BAA-CACABGBCBEEJFA-BCADD-CACCAJDDIG-BDGHBE-B Page 4 of 4

Recorded in Public Records 10/4/2023 10:07 AM OR Book 9050 Page 959,  
Instrument #2023080544, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$10.00

Recorded in Public Records 10/4/2023 9:48 AM OR Book 9050 Page 873,  
Instrument #2023080521, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$10.00

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

ESCAMBIA COUNTY, FLORIDA

vs.

DEAN, WILLIAM H.  
2 HARMONY AVE  
PENSACOLA, FL 32505

Case No: CE22038321  
Location: 2506 N E ST  
PR #: 182S306000190036

**Cost Order**

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

Escambia County has confirmed that the property has been brought into compliance per the Special Magistrate Order. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated 9/13/2022.

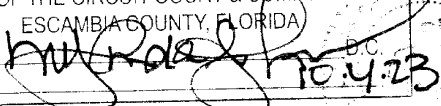
Itemized Cost		
Daily fines	\$9,210.00	\$30.00 Per Day From: <u>10/14/2022</u> To: <u>08/17/2023</u>
Fines	\$0.00	
Court Cost	\$235.00	
County Abatement Fees	\$0.00	
Administrative Costs	\$0.00	
Payments	\$0.00	

**Total: \$9,445.00**

DONE AND ORDERED at Escambia County, Florida on

October 3 2023

  
DeWitt D. Clark  
Special Magistrate  
Office of Environmental Enforcement

CERTIFIED TO BE A TRUE COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT & COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA  
BY:   
DATE: 10.4.23

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING  
NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 02790 of 2023

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on June 19, 2025, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

WILLIAM H DEAN 2 HARMONY AVE PENSACOLA, FL 32505	WILLIAM H DEAN 2507 N E ST PENSACOLA, FL 32501
	WILLIAM H DEAN 2508 N E ST PENSACOLA, FL 32501
	WILLIAM H DEAN 2422 N DAVIS HWY PENSACOLA, FL 32505
SYNOVUS BANK 1148 BROADWAY COLUMBUS, GA 31901	ESCAMBIA COUNTY / COUNTY ATTORNEY 221 PALAFOX PLACE STE 430 PENSACOLA FL 32502
ESCAMBIA COUNTY OFFICE OF CODE ENFORCEMENT ESCAMBIA CENTRAL OFFICE COMPLEX 3363 WEST PARK PLACE PENSACOLA FL 32505	

WITNESS my official seal this 19th day of June 2025.

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA



By:  
Emily Hogg  
Deputy Clerk



## WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON August 6, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE TAX COLLECTOR IMMEDIATELY AT 850-438-6500 EXT. 3324.

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **FIG 20 LLC** holder of **Tax Certificate No. 02790**, 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:

**N 35 FT OF LTS 19 20 AND OF W 10 FT OF LT 18 BLK 36 ENGLEWOOD HEIGHTS PLAT DB 59 P 107 OR 3698 P 670**

**SECTION 18, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 062820000 (0825-75)**

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

**WILLIAM H DEAN**

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 10:00 A.M. on the **first** Wednesday in the month of August, which is the **6th day of August 2025**.

Dated this 12th day of June 2025.

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

IF YOU HAVE QUESTIONS REGARDING THE AUCTION PROCESS, PLEASE CONTACT THE TAX DEEDS DIVISION AT 850-595-3793 OR EMAIL [TAXDEEDS@ESCAMBIACLK.COM](mailto:TAXDEEDS@ESCAMBIACLK.COM)



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

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

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Dated this 10th day of June 2025.

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### Post Property:

**2506 N E ST 32501**



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

By:  
Emily Hogg  
Deputy Clerk

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### Personal Services:

**WILLIAM H DEAN**  
2 HARMONY AVE  
PENSACOLA, FL 32505

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA



By:  
Emily Hogg  
Deputy Clerk

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ESCAMBIA COUNTY SHERIFF'S OFFICE  
ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE

0825.75

Document Number: ECSO25CIV023023NON

Agency Number: 25-007417

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT NO 02790 2023

Attorney/Agent:

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

Plaintiff: RE: WILLIAM H DEAN

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Non-Executed

Received this Writ on 6/27/2025 at 8:52 AM and after a diligent search in ESCAMBIA COUNTY, FLORIDA for WILLIAM H DEAN , Writ was returned to court UNEXECUTED on 6/30/2025 for the following reason:

PER FEMALE RESIDENT AT 2 HARMONY AVE, SUBJECT DOES NOT LIVE HERE AND IS NOT KNOWN. NO ADDITIONAL INFORMATION GAINED THROUGH DUE DILIGENCE EFFORTS.

CHIP W SIMMONS, SHERIFF  
ESCAMBIA COUNTY, FLORIDA

By:

 925

C. DAVIS, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: LSTRAVIS

007417

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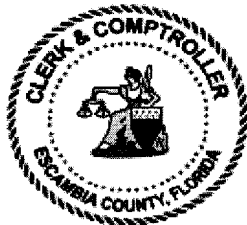
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### Personal Services:

**WILLIAM H DEAN**  
2 HARMONY AVE  
PENSACOLA, FL 32505



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

By:  
Emily Hogg  
Deputy Clerk

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RECEIVED  
2025 JUN 27 AM 9:52  
ESCAMBIA COUNTY, FL

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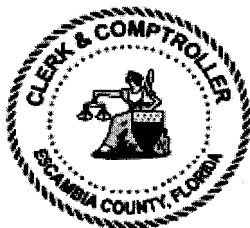
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### Personal Services:

WILLIAM H DEAN  
2 HARMONY AVE  
PENSACOLA, FL 32505

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA



By:  
Emily Hogg  
Deputy Clerk

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ESCAMBIA COUNTY SHERIFF'S OFFICE  
ESCAMBIA COUNTY, FLORIDA

**NON-ENFORCEABLE RETURN OF SERVICE** 082575

**Document Number:** ECSO25CIV023079NON

**Agency Number:** 25-007382

**Court:** TAX DEED

**County:** ESCAMBIA

**Case Number:** CERT NO 02790 2023

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

**Plaintiff:** RE: WILLIAM H DEAN

**Defendant:**

**Type of Process:** NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 6/27/2025 at 8:50 AM and served same at 9:20 AM on 7/1/2025 in ESCAMBIA COUNTY, FLORIDA,  
by serving POST PROPERTY , the within named, to wit: , .

POSTED TO PROPERTY PER CLERKS OFFICE INSTRUCTIONS.

CHIP W SIMMONS, SHERIFF  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_

*K Henley*  
K. HENLEY, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: LSTRAVIS

007382

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### Post Property:

2506 N E ST 32501



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

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RECEIVED  
2025 JUN 27 PM 4:50  
ESCAMBIA COUNTY, FL  
CLERK OF THE CIRCUIT COURT



WILLIAM H DEAN [0825-75]  
2 HARMONY AVE  
PENSACOLA, FL 32505

9171 9690 0935 0127 1860 11

WILLIAM H DEAN [0825-75]  
2507 N E ST  
PENSACOLA, FL 32501

9171 9690 0935 0127 1860 04

*1/1 RETURNED*

WILLIAM H DEAN [0825-75]  
2508 N E ST  
PENSACOLA, FL 32501

9171 9690 0935 0127 1959 90

WILLIAM H DEAN [0825-75]  
2422 N DAVIS HWY  
PENSACOLA, FL 32505

9171 9690 0935 0127 1959 83

SYNOVUS BANK [0825-75]  
1148 BROADWAY  
COLUMBUS, GA 31901

9171 9690 0935 0127 1959 76

ESCAMBIA COUNTY / COUNTY  
ATTORNEY [0825-75]  
221 PALAFOX PLACE STE 430  
PENSACOLA FL 32502

ESCAMBIA COUNTY OFFICE OF CODE  
ENFORCEMENT [0825-75]  
ESCAMBIA CENTRAL OFFICE COMPLEX  
3363 WEST PARK PLACE  
PENSACOLA FL 32505

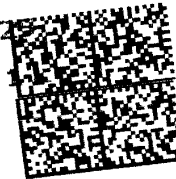
9171 9690 0935 0127 1959 69

*Contract ✓*

**CERTIFIED MAIL™**



9171 9690 0935 0127 1860 04



quadiant  
FIRST-CLASS MAIL  
IMI  
**\$008.16<sup>0</sup>**  
06/26/2025 ZIP 32502  
043M31219251

**US POSTAGE**

**Pam Childers**  
Clerk of the Circuit Court & Comptroller  
Official Records  
221 Palafox Place, Suite 110  
Pensacola, FL 32502

PAM CHILDERS  
CLERK & COMPTROLLER  
FILED  
JUL -7 A 2:33  
PENSACOLA COUNTY, FL

WILLIAM H DEAN [0825-75]  
2507 N E ST  
PENSACOLA, FL 32501

VA  
NIXIE

326 DE 1  
RETURN TO SENDER  
VACANT  
UNABLE TO FORWARD

0007/02/25

BC: 32502583335 \*2638-01378-28-17

VAC  
32501-161807

**CERTIFIED MAIL™**



PENSACOLA FL 325

24 JUL 2025 AM 11:11

9171 9690 0935 0127 1959 90



quadiant

FIRST-CLASS MAIL  
IMI

**\$008.16<sup>0</sup>**

06/26/2025 ZIP 32502  
043M31219251

**US POSTAGE**

**Pam Childers**  
Clerk of the Circuit Court & Comptroller  
Official Records  
221 Palafox Place, Suite 110  
Pensacola, FL 32502

PAM CHILDERS  
CLERK & COMPTROLLER  
FILED

2025 JUL -7 A 2:33

SCALDIA COUNTY, FL

WILLIAM H DEAN [0825-75]  
2508 N E ST  
PENSACOLA, FL 32501

NSW  
NIXIE

326 DE 1

0007/02/25

RETURN TO SENDER  
NO SUCH NUMBER  
UNABLE TO FORWARD

BC: 32502583335

\*2638-01404-28-17

NSN  
325025833  
32501-161908