

FORM 513
(r.12/00)

TAX COLLECTOR'S CERTIFICATION

APPLICATION DATE

4/21/2014

FULL LEGAL DESCRIPTION
Parcel ID Number: 09-1844-155

April 28, 2014
Tax Year: 2011
Certificate Number: 5707.0000

BEG AT SW COR OF LT 6 MAGNOLIA PARK PB 11 P 85 S 88 DEG 40 MIN 50 SEC E ALG NLY R/W LI OF PETRA CIRCLE (60 FT R/W) 52 21/100 FT TO POB N 1 DEG 25 MIN 46 SEC E ALG CENTER LI OF A PARTY WALL 188 84/100 FT TO A PT ON N LI OF SD LT 6 S 88 DEG 35 MIN 55 SEC E ALG SD N LI 31 43/100 FT TO NE COR OF SD LT 6 S 51 DEG 40 MIN 54 SEC E ALG NELY LI OF LT 5 FOR 37 09/100 FT S 5 DEG 12 MIN 42 SEC W 167 16/100 FT TO A PT LYING ON CURVED NLY R/W LI OF PETRA CIRCLE THENCE ALG CURVED R/W LI BEING CONCAVE SLY HAVING A RADIUS OF 128 88/100 FT ARC DIST 8 77/100 FT (CH=8 77/100 FT CH BRG= N 86 DEG 43 MIN 52 SEC W) TO PT OF TANGENCY N 88 DEG 40 MIN 50 SEC W ALG SD NLY R/W LI 41 30/100 FT TO POB OR 5424 P 1622 OR 5976 P 660

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

14-730

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 11316

July 10, 2014

Escambia County Tax Collector
P.O. Box 1312
Pensacola, Florida 32591

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 07-10-1994, through 07-10-2014, and said search reveals the following:

1. THE GRANTEE(S) OF THE LAST DEED(S) OF RECORD IS:

Jesse J. Liechty and Olivia Shea Liechty, husband and wife

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

3. The following unsatisfied mortgages, liens and judgments affecting the land covered by this Report appear of record:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

The foregoing report is prepared and furnished for information only, is not intended to constitute or imply any opinion, warranty, guaranty, insurance, or similar assurance as to the status of title, and no determination has been made of the authenticity of any instrument described or referred to herein. The name search for the purposes of determining applicable judgments and liens is limited to the apparent record owner(s) shown herein. No attempt has been made to determine whether the land is subject to liens or assessments which are not shown as existing liens by the public records. The Company's liability hereunder shall not exceed the cost of this Report, or \$1,000.00 whichever is less.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

By: 

July 10, 2014

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 11316

July 10, 2014

391S312400001005 - Full Legal Description

BEG AT SW COR OF LT 6 MAGNOLIA PARK PB 11 P 85 S 88 DEG 40 MIN 50 SEC E ALG NLY R/W LI OF PETRA CIRCLE (60 FT R/W) 52 21/100 FT TO POB N 1 DEG 25 MIN 46 SEC E ALG CENTER LI OF A PARTY WALL 188 84/100 FT TO A PT ON N LI OF SD LT 6 S 88 DEG 35 MIN 55 SEC E ALG SD N LI 31 43/100 FT TO NE COR OF SD LT 6 S 51 DEG 40 MIN 54 SEC E ALG NELY LI OF LT 5 FOR 37 09/100 FT S 5 DEG 12 MIN 42 SEC W 167 16/100 FT TO A PT LYING ON CURVED NLY R/W LI OF PETRA CIRCLE THENCE ALG CURVED R/W LI BEING CONCAVE SLY HAVING A RADIUS OF 128 88/100 FT ARC DIST 8 77/100 FT (CH=8 77/100 FT CH BRG= N 86 DEG 43 MIN 52 SEC W) TO PT OF TANGENCY N 88 DEG 40 MIN 50 SEC W ALG SD NLY R/W LI 41 30/100 FT TO POB OR 5424 P 1622 OR 5976 P 660

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 11316

July 10, 2014

UNSATISFIED MORTGAGES, LIENS AND JUDGMENTS AFFECTING THE LAND COVERED BY THIS REPORT THAT APPEAR OF RECORD:

1. Mortgage executed by Jesse J. Liechty and Olivia Shea Liechty, husband and wife to LaGrange Banking Company, dated 02/28/2013 and recorded in Official Record Book 6986 on page 266 of the public records of Escambia County, Florida. given to secure the original principal sum of \$153,333.00. NOTE: Mortgage encumbers several parcels.
2. Taxes for the year 2011-2013 delinquent. The assessed value is \$57,423.00. Tax ID 09-1844-155.

PLEASE NOTE THE FOLLOWING:

- A. Subject to current year taxes.
- B. Taxes and assessments due now or in subsequent years.
- C. Subject to Easements, Restrictions and Covenants of record.
- D. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- E. Oil, gas and mineral or any other subsurface rights of any kind or nature.

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE
PENSACOLA, FLORIDA 32503

TEL. (850) 478-8121 FAX (850) 476-1437

Email: rcsgr@aol.com

Janet Holley
Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32596

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 10-6-2014

TAX ACCOUNT NO.: 09-1844-155

CERTIFICATE NO.: 2012-5707

In compliance with Section 197.256, 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

- X Notify City of Pensacola, P.O. Box 12910, 32521
 X Notify Escambia County, 190 Governmental Center, 32502
 X Homestead for tax year.

Jesse J. Liechty
Olivia Shea Liechty
2538 Bartley Rd.
LaGrange, GA 30240

Unknown Tenants
4640 Petra Circle A
Pensacola, FL 32526

LaGrange Banking Company
101 Calumet Center Rd.
LaGrange, GA 30241

Certified and delivered to Escambia County Tax Collector,
this 10th day of July, 2014.

SOUTHERN GUARANTY TITLE COMPANY


by: Richard S. Combs, President

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

Prepared by
Edith Garcia, an employee of
First American Title Insurance Company
730 Bayfront Parkway
Pensacola, Florida 32502-6251
(850) 438-0774

Return to: Grantee
File No.: 2101-804214

CORRECTIVE TRUSTEE'S DEED

This deed is being executed to correct the Grantors as shown in that certain Quit Claim Deed dated May 1, 2004, recorded in Official Records Book 5397 at Page 0941 of the public records of Escambia County, Florida.

The name of each person who executed, witnessed, or notarized this document must legibly be printed, typewritten or stamped immediately beneath the signature of such person.

THIS INDENTURE, executed on **April 15, 2005**, between

Jesse S. Liechty and Margie M. Liechty, as Trustees of the 1981 Revocable Trust of Jesse S. Liechty dated February 10, 1981.

whose mailing address is: 17531 State Road 1, Spencerville, Indiana 46788,
party of the first part, and

Jesse J. Liechty and Olivia Shea Liechty, husband and wife

whose mailing address is: 2288 Butts Mill Road, Pine Mountain, GA 31822
party of the second part,

WITNESSETH: The party of the first part, for and in consideration of the sum of \$10.00 and other good and valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, release, convey and confirm to the party of the second part, their heirs and assigns, all that certain land situate in **Escambia County, Florida**, to-wit:

A PORTION OF LOTS 5 AND 6, MAGNOLIA PARK AS RECORDED IN PLAT BOOK 11, AT PAGE 85, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE AFORESAID LOT 6; THENCE GO SOUTH 88°40'50" EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF PETRA CIRCLE (60' R/W) A DISTANCE OF 52.21 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH 01°25'46" EAST ALONG THE CENTERLINE OF A PARTY WALL A DISTANCE OF 188.84 FEET TO A POINT LYING ON THE NORTH LINE OF THE AFORESAID LOT 6; THENCE GO SOUTH 88°35'55" EAST ALONG THE AFORESAID NORTH LINE A DISTANCE OF 31.43 FEET TO THE NORTHEAST CORNER OF THE AFORESAID LOT 6; THENCE GO SOUTH 51°40'54" EAST ALONG THE NORTHEASTERLY LINE OF THE AFORESAID LOT 5 A DISTANCE OF 37.09 FEET; THENCE GO SOUTH 05°12'42" WEST A DISTANCE OF 167.16 FEET TO A POINT LYING ON THE CURVED NORTHERLY RIGHT-OF-WAY LINE OF PETRA CIRCLE (60' R/W); THENCE GO ALONG THE CURVED RIGHT-OF-WAY LINE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 128.88 FEET, AN ARC DISTANCE OF 8.77 FEET (CH = 8.77'; CH BRG = N 86°43'52" W) TO THE POINT OF TANGENCY; THENCE GO NORTH 88°40'50" WEST ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 41.30 FEET TO THE POINT OF

BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

Parcel Identification Number: **391S31-2400-001-005**

SUBJECT to covenants, restrictions, easements of record and taxes for the current year.

TRUSTEE(S), Jesse S. Liechty and Margie M. Liechty, has/have full power to sell, transfer, mortgage said real estate, and said Trust is in full force and effect as of the date of the execution of this document.

TOGETHER WITH all singular the tenements, hereditaments and appurtenances belonging to or in anywise appertaining to that real property.

AND the party of the first part does covenant to and with the party of the second part, their heirs and assigns, that in all things preliminary to and in and about the sale and this conveyance the Laws of Florida have been followed and complied with in all respects.

In Witness Whereof, the parties of the first part have hereunto set their hand(s) and seal(s) the day and year first above written.

Jesse S. Liechty
**JESSE S. LIECHTY, as Trustee of
The 1981 Revocable Trust of
Jesse S. Liechty dated February 10, 1981**

Margie M. Liechty
**MARGIE M. LIECHTY, as Trustee of
the 1981 Revocable Trust of
Jesse S. Liechty dated February 10, 1981**

Signed, sealed and delivered in our presence:

(1) [Signature]
Witness Signature

(2) [Signature]
Witness Signature

Print Name: Don C. [Signature]

Print Name: Larry Dick

State of **Florida**

County of **Escambia**

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on **April 15, 2005**, by **Jesse S. Liechty and Margie M. Liechty, as Trustees of the 1981 Revocable Trust of Jesse S. Liechty dated February 10, 1981**. who is/are personally known to me or has/have produced a valid driver's license as identification.

[Signature]
NOTARY PUBLIC **JOHN J. GERDEMAN**
My Commission DD 197065
Expires June 10, 2007

Notary Print Name
My Commission Expires: _____

RECORDATION REQUESTED BY:

LaGrange Banking Company
Calumet Office
101 Calumet Center Road
LaGrange, GA 30241

WHEN RECORDED MAIL TO:

LaGrange Banking Company
Calumet Office
101 Calumet Center Road
LaGrange, GA 30241

Thornton & Graham, P.C.
200 Church Street
LaGrange, GA 30240
(706) 884-2727

SEND TAX NOTICES TO:

JESSE J LIECHTY
OLIVIA S LIECHTY
1116 TROON WAY
LAGRANGE, GA 30241

The Loan amount of \$546,718.15 is being used toward the purchase of Alabama property located at 717 Lee Road 366, Valley, AL. The Florida properties show a value of \$58,084 for the 4640 Petra Cir, Pensacola, FL and \$65,107 for

This Mortgage prepared by:

4642 Petra Cir, Pensacola, FL and \$30,142 for 2900 Stefani Rd, Pensacola, FL for a total fair market value of \$153,333.

Name:
Company: LaGrange Banking Company
Address: 101 Calumet Center Road, LaGrange, GA 30241

MORTGAGE

THIS MORTGAGE dated February 28, 2013, is made and executed between JESSE J LIECHTY and OLIVIA S LIECHTY, whose address is 1116 TROON WAY, LAGRANGE, GA 30241 (referred to below as "Grantor") and LaGrange Banking Company, whose address is 101 Calumet Center Road, LaGrange, GA 30241 (referred to below as "Lender").

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

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

The Real Property or its address is commonly known as 4642 & 4640 PETRA CIRCLE & 2900 Stefani Rd, PENSACOLA, FL 32526.

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$546,718.15, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

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

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

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

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property;

MORTGAGE (Continued)

Loan No: 400229700

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No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

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

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

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

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

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

Borrower. The word "Borrower" means JESSE J LIECHTY and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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

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

Grantor. The word "Grantor" means JESSE J LIECHTY and OLIVIA S LIECHTY.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

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

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

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

Lender. The word "Lender" means LaGrange Banking Company, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

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

Note. The word "Note" means the promissory note dated February 28, 2013, in the original principal amount of \$546,718.15 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Note is February 28, 2018.

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

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

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

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental

**MORTGAGE
(Continued)**

Loan No: 400229700

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agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

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

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

GRANTOR:

X _____
JESSE J LIECHTY

X _____
OLIVIA S LIECHTY

WITNESSES:

X _____

X _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Georgia)

) SS

COUNTY OF Troup)

The foregoing instrument was acknowledged before me this 28th day of February, 2013 by JESSE J LIECHTY and OLIVIA S LIECHTY, who are personally known to me or who have produced _____ as identification.



Joye M. Greene
(Signature of Person Taking Acknowledgment)

Joye M. Greene
(Name of Acknowledger Typed, Printed or Stamped)

Notary Public
(Title or Rank)

(Serial Number, if any)

Exhibit A

Parcel 1 (consisting of the following two parcels): 2900 Stefani Rd, Pensacola, FL

PARCEL NO.11

Commence at the Southeast corner of the Southwest Quarter (1/4) of Section 21, Township 1 North, Range 30 West, Escambia County, Florida; thence North 00 degrees 02 minutes 01 seconds East along the East line of Brookhollow Subdivision as recorded in Plat Book 10 at Page 1 of the Public Records of said County, also being the East line of said Southwest 1/4, for a distance of 1313.87 feet to the Northeast corner of said subdivision, said point also being the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section, thence North 89 degrees 54 minutes 32 seconds West along the North line of said subdivision and Southeast 1/4 for a distance of 2657.28 feet to the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 38, Township 1 North, Range 31 West, Escambia County, Florida; thence South 89 degrees 45 minutes 51 seconds West along the North line of the Southeast 1/4 of the Southeast 1/4 of said Section 38 for a distance of 998.75 feet; thence North 00 degrees 04 minutes 54 seconds West for a distance of 1326.38 feet to the North line of the Southeast 1/4 of said Section 38; thence South 89 degrees 53 minutes 32 seconds West along said North line of the Southeast 1/4 of said Section 38 for a distance of 305.88 feet to the Easterly right of way line of Stefani Road (66' R/W); thence North 00 degrees 08 minutes 15 seconds West along said Easterly right of way line for a distance of 1010.06 feet to the Point of Beginning; thence continue North 00 degrees 08 minutes 15 seconds West along said right of way for a distance of 166.00 feet; thence North 89 degrees 53 minutes 52 seconds East for a distance of 650.00 feet; thence South 00 degrees 08 minutes 15 seconds East for a distance of 166.00 feet; thence South 89 degrees 53 minutes 52 seconds West for a distance of 650.00 feet to the Point of Beginning all lying and being in Section 38, Township 1 North, Range 31 West, Escambia County, Florida.

PARCEL NO.12

Commence at the Southeast corner of the Southwest Quarter (1/4) of Section 21, Township 1 North, Range 30 West, Escambia County, Florida; thence North 00 degrees 02 minutes 01 seconds East along the East line of Brookhollow Subdivision as recorded in Plat Book 10, at Page 1, of the Public Records of said County, also being the East line of said Southwest 1/4, for a distance of 1313.87 feet to the Northeast corner of said subdivision, said point being the Northeast corner of the Southeast 1/4 of the Southwest 1/4 of said Section; thence North 89 degrees 54 minutes 32 seconds West along the North line of said Subdivision and Southeast 1/4 for a distance of 2657.28 feet to the Northeast corner of the Southeast 1/4 of the Southeast 1/4 of Section 38, Township 1 North, Range 31 West, Escambia County, Florida; thence South 89 degrees 45 minutes 51 seconds West along the North line of the Southeast 1/4 of the Southeast 1/4 of said Section 38 for a distance of 998.75 feet; thence North 00 degrees 04 minutes 54 seconds West for a distance of 1326.38 feet to the North line of the Southeast

Exhibit A (p. 2)

1/4 of said Section 38; thence South 89 degrees 53 minutes 32 seconds West along said North line of the Southeast 1/4 of said Section 38 for a distance of 305.88 feet to the Easterly right of way line of Stefani Road (66' R/W); thence North 00 degrees 08 minutes 15 seconds West along said Easterly right of way line for a distance of 1176.06 feet to the Point of Beginning; thence continue North 00 degrees 08 minutes 15 seconds West along said right of way for a distance of 150.99 feet; thence South 89 degrees 53 minutes 52 seconds East for a distance of 650.00 feet; thence South 00 degrees 08 minutes 15 seconds East for a distance of 149.49 feet; thence South 89 degrees 53 minutes 52 seconds West for a distance of 650.00 feet to the Point of Beginning, all lying and being in Section 38, Township 1 North, Range 31 West, Escambia County, Florida.

Parcel 2: 2640 Petra Cir, Pensacola, FL

A PORTION OF LOTS 5 AND 6, MAGNOLIA PARK AS RECORDED IN PLAT BOOK 11, AT PAGE 85, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE AFORESAID LOT 6; THENCE GO SOUTH 88°40'50" EAST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF PETRA CIRCLE (60' R/W) A DISTANCE OF 52.21 FEET TO THE POINT OF BEGINNING; THENCE GO NORTH 01°25'46" EAST ALONG THE CENTERLINE OF A PARTY WALL A DISTANCE OF 188.84 FEET TO A POINT LYING ON THE NORTH LINE OF THE AFORESAID LOT 6; THENCE GO SOUTH 88°35'55" EAST ALONG THE AFORESAID NORTH LINE A DISTANCE OF 31.43 FEET TO THE NORTHEAST CORNER OF THE AFORESAID LOT 6; THENCE GO SOUTH 51°40'54" EAST ALONG THE NORTHEASTERLY LINE OF THE AFORESAID LOT 5 A DISTANCE OF 37.09 FEET; THENCE GO SOUTH 05°12'42" WEST A DISTANCE OF 167.16 FEET TO A POINT LYING ON THE CURVED NORTHERLY RIGHT-OF-WAY LINE OF PETRA CIRCLE (60' R/W); THENCE GO ALONG THE CURVED RIGHT-OF-WAY LINE BEING CONCAVE SOUTHERLY HAVING A RADIUS OF 128.88 FEET, AN ARC DISTANCE OF 8.77 FEET (CH = 8.77) CH BRG = N 86°43'52" W TO THE POINT OF TANGENCY; THENCE GO NORTH 88°40'50" WEST ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 41.30 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 39, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

Parcel 3: 4642 Petra Cir, Pensacola, FL

A portion of Lot 6, Magnolia Park, as recorded in Plat Book 11, at Page 85, of the Public Records of Escambia County, Florida, more particularly described as follows: Begin at the Southwest corner of Lot 6 of the aforesaid Magnolia Park, the aforesaid point is also the on the Northerly Right-of-way line of Petra Circle (60' R/W); thence go North 01 degrees 19 minutes 10 seconds East along the West line of the aforesaid Lot 6 a distance of 188.92 feet to the Northwest corner of the aforesaid lot; thence go South 88 degrees 35 minutes 55 seconds East along the North line of the aforesaid Lot 6 a distance of 52.57 feet; thence go South 01 degrees 25 minutes 46 seconds West along the centerline of a party wall a distance of 188.84 feet to a point lying on the aforesaid Northerly Right-of-Way line of Petra Circle; thence go North 88 degrees 40 minutes 50 seconds West along the aforesaid Northerly Right-of-Way line a distance of 52.21 feet to the Point of Beginning. The above described parcel of land is situated in Section 39, Township 1 South, Range 31 West, Escambia County, Florida, and contains 0.227 acres.