

TITLE REPORT
WORK ORDER
#7517

FOR

GULF COUNTY TAX COLLECTOR'S OFFICE
1000 CECIL COSTIN BLVD.
ROOM 147
PORT ST. JOE, FLORIDA 32456

FILED FOR RECORD
REBECCA L. NORRIS
CLERK OF CIRCUIT COURT
GULF COUNTY, FLORIDA
2023 JAN - 3 PM 4: 50

BEGINNING WITH THE DATE OF FEBRUARY 10, 2003
ON

DESCRIPTION:

Lot 20, East Bay Plantation, according to the official plat thereof, recorded in Plat Book 4, at Page 37, of the Public Records of Gulf County, Florida.

PARCEL ID #03339-200R

LAST RECORD TITLE HOLDER: Gary L. Gilbert, Michael W. Scoggins, Warren M. Scoggins, Robert C. Scoggins, and Christopher Scoggins.

Personal Representative's Deed from Michael W. Scoggins as personal representative of the Estate of John B. Scoggins, Jr., Deceased, to Michael W. Scoggins, Warren M. Scoggins, Robert C. Scoggins, and Christopher Scoggins. Dated: 08/09/2018. O. R. Book 648, Page 11. (See Copy Attached)

Warranty Deed from William J. Rish, Jr. and Thomas S. Gibson to Gary L. Gilbert and John B. Scoggins. Dated: 07/09/2004. O. R. Book 345, Page 540. (See Copy Attached)

Quit Claim Deed from Stanley B. Roberson to Thomas S. Gibson and William J. Rish, Jr. Dated: 9/16/2003. O. R. Book 317, Page 658. (See Copy Attached)

Warranty Deed from Thomas S. Gibson and William J. Rish, Jr. to Stanley B. Roberson. Dated 2/10/2003. O. R. Book 299, Page 252. (See Copy Attached)

TD#2023-09

ENCUMBRANCES:

Mortgage from Gary L. Gilbert and John B. Scoggins to RBC Centura Bank. Dated: 07/05/2006.
O. R. Book 412, Page 954. (See Copy Attached)

Loan Modification from Gary L. Gilbert and John B. Scoggins to Superior Bank. Dated:
04/23/2013. O. R. Book 536, Page 191. (See Copy Attached)

Tax deed application, see below.

PROPERTY TAX INFORMATION AS TO THE ABOVE:
PARCEL ID#03339-200R

Tax Deed Application is present. Bill# 845-I shows an amount of \$1,815.13 for the year 2019.

As to property tax information for the year 2021 for Parcel ID #03339-200R:

There are no unpaid property taxes for the year 2021.

As of 3:58 p.m. on 11/1/2022, there are unpaid property taxes for 2022 in the amount of \$274.30
(See Copy Attached).

DATED THIS THE 1st DAY OF NOVEMBER 1ST, A. D. 2022

DOWNUM TITLE SERVICES, INC.

JAMES P. LEONARD (SEARCHER)



IMPORTANT NOTICE

The Property Appraiser makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change. This website is **NOT TO BE USED FOR FINANCING PURPOSES, INSURANCE PURPOSES, AND/OR ADDRESS VERIFICATION!** If you need address verification contact the Emergency Management Addressing office at 850-229-9110

***An Actual Year of 1900 is not a true representation of the Actual Year built. This is a "default" setting where an actual date is not known. The Effective Year is simply reflective of the current market and the condition of the property. The Effective Year is evident by the condition and utility of the structure and may or may not represent the Actual Year Built.**

Parcel ID 03339-200R
 Location Address W MARSH LINE RD
 WEWAHITCHKA
 Brief Tax Description EAST BAY PLANTATION PB 4 P 37 LOT 20 ORB 345/540 FR RISH & GIBSON ORB 648/11 PR FR SCOGGINS MAP 12
 (Note: Not to be used on legal documents.)
 Property Use Code VACANT (0000)
 Sec/Twp/Rng 19-55-11W
 Tax District Overstreet Fire Zone (8)
 Millage Rate 12.9091
 Acreage 1.49
 Homestead N

[View Map](#)

Owner Information

Primary Owner
 GILBERT GARY L & MICHAEL W
 SCOGGINS ET AL
 287 BALEARICS DR
 SAINT AUGUSTINE, FL 32086

Land Information

Land Use	Number of Units	Unit Type	Frontage	Depth
830001 - EAST BAY PLANT (WF)	1	LT	0	0

Sales

Multi Parcel	Sale Date	Sale Price	Instrument	Book/Page	Qualification	Vacant/Improved	Grantor	Grantee
N	6/21/2018	\$100	PR	<u>648/11</u>	Unqualified	Vacant	SCOGGINS MICHAEL W	SCOGGINS MICHAEL W ET AL (1/2 INTEREST)
N	7/9/2004	\$179,900	WD	<u>345/540</u>	Qualified	Vacant	RISH WILLIAM J JR & THOMAS S GIBSON	GILBERT GARY L & JOHN B SCOGGINS
N	9/9/2003	\$100	QC	<u>317/658</u>	Unqualified	Vacant	ROBERSON STANLEY B	GIBSON THOMAS S & WILLIAM J RISH JR
N	2/6/2003	\$461,800	WD	<u>299/252</u>	Unqualified	Vacant	GIBSON THOMAS S & WILLIAM J RISH JR	ROBERSON STANLEY B

Valuation

	2022 Working Values	2022 Certified Values	2021 Certified Values	2020 Certified Values	2019 Certified Values
Building Value	\$0	\$0	\$0	\$0	\$0
Extra Features Value	\$0	\$0	\$0	\$0	\$0
Land Value	\$24,000	\$24,000	\$21,600	\$17,000	\$17,000
Land Agricultural Value	\$0	\$0	\$0	\$0	\$0
Agricultural (Market) Value	\$0	\$24,000	\$0	\$0	\$0
Just (Market) Value	\$24,000	\$24,000	\$21,600	\$17,000	\$17,000
Assessed Value	\$22,627	\$20,570	\$18,700	\$17,000	\$17,000
Exempt Value	\$0	\$0	\$0	\$0	\$0
Taxable Value	\$22,627	\$20,570	\$18,700	\$17,000	\$17,000
Maximum Save Our Homes Portability	\$1,373	\$3,430	\$2,900	\$0	\$0

"Just (Market) Value" description - This is the value established by the Property Appraiser for ad valorem purposes. This value does not represent anticipated selling price.

No data available for the following modules: Building Information, Extra Features, Sketches.

... information. This assessment information is provided for general informational purposes only and is not intended for financial, legal, or insurance purposes. For more information, please contact the Property Appraiser's Office at 904-209-9100.

User Privacy Policy
GDPR Privacy Notice

Last Data Upload: 11/1/2022, 4:28:47 AM





Print Bill

Notice Of AD Valorem Taxes & Non-AD Valorem Assessments

Bill # R 862200 2022

R 03339-200R

REAL ESTATE TAX/NOTICE RECEIPT FOR GULF COUNTY

IF PAID IN TOTAL DUE	NOV 1-30	DEC 1-31	JAN 1-31	FEB 1-28	MAR 1-31
	\$274.30	\$277.16	\$280.02	\$282.87	\$285.73

TAXING AUTHORITY	MILLAGE RATE	TAX AMOUNT
COUNTY	.00650000	\$133.71
SCHOOL-LRE	.00333500	\$80.04
SCHOOL-DISC	.00254800	\$61.15
NW FL WATER MGMNT	.00002610	\$0.54
OVERSTREET FIRE	.00050000	\$10.29
TOTAL AD-VALOREM:		\$285.73

**GILBERT GARY L & MICHAEL W
SCOGGINS ET AL
287 BALEARICS DR
SAINT AUGUSTINE, FL 32086**

1.490 ACRES
EAST BAY PLANTATION PB 4 P 37
LOT 20
ORB 345/540 FR RISH & GIBSON
ORB 648/11 PR FR SCOGGINS

TAXING AUTHORITY	TAX AMOUNT
TOTAL NON-AD VALOREM:	\$0.00

COMBINED TAXES & ASMTS:	\$285.73	\$24,000.00	8
DISCOUNT:	-\$11.43		
UNPAID BALANCE:	\$274.30	\$20,570.00	\$0.00
		\$20,570.00	

Exemptions:

+ pay this bill

**Property Address:
W MARSH LINE RD WEWAHITCHKA 32465**

Delinquent Tax History

Year	Roll	Assessment	Amount Due	Amount Paid	Balance	Notes
2019	R	845800-I	\$0.00	\$0.00	\$1,815.13	645 I *

*** A Tax Deed Application is present – call the office for amount due.**

Tax Roll Property Summary

Roll	Year	Assessment	Amount Due	Amount Paid	Balance
03339200R	R	2022	\$285.73	\$0.00	N/A
03339200R	R	2021	\$271.15	\$0.00	5/13/2022
03339200R	R	2020	\$236.21	\$0.00	5/13/2022
03339200R	R	2019	\$239.23	\$0.00	N/A
03339200R	R	2018	\$242.29	\$0.00	5/13/2022
03339200R	R	2017	\$230.92	\$0.00	12/15/2017
03339200R	R	2016	\$208.10	\$0.00	11/18/2016
03339200R	R	2015	\$213.38	\$0.00	11/30/2015
03339200R	R	2014	\$202.60	\$0.00	11/13/2014

*** A Tax Deed Application is present – call the office for amount due.**



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Prepared by:
Mel C. Magidson, Jr., Esq.
P.O. Box 340
Port St. Joe, FL 32457

PERSONAL REPRESENTATIVE'S DEED

A. John B. Scoggins, Jr. ("Decedent"), a resident of Port St. Joe, Florida, died on 01/18/2018.

B. At the time of Decedent's death, Decedent was the owner of the Real Property described below.

C. Grantor is the Personal Representative of the Estate of the Decedent pursuant to proceedings filed in the Circuit Court for Gulf County, Florida in Case No. 18-09 PR.

1. IDENTIFICATION OF GRANTOR

Name and address of Grantor: Michael W. Scoggins
as Personal Representative of the Estate of John B. Scoggins, Jr., Deceased
118 Pine St.
Mexico Beach, FL 32456

The word "I" or "me" as hereafter used means the Grantor.

2. IDENTIFICATION OF GRANTEE

Names and addresses of Grantees: Michael W. Scoggins
118 Pine St.
Port St. Joe, FL 32456

Warren M. Scoggins
770 Hwy. 98
Port St. Joe, FL 32456

Robert C. Scoggins
6566 Farm Rd.
Wewahitchka, FL 32465

Christopher Scoggins
180 Walraven Way
Calhoun, GA 30701

The word "you" as hereafter used means the Grantees.

3. MEANINGS OF TERMS

The terms "I," "me," "you," "grantor," and "grantee," shall be non-gender specific ((i) masculine, (ii) feminine, or (iii) neuter, such as corporations, partnerships or trusts), singular or plural, as the context permits or requires, and include heirs, personal representatives, successors or assigns where applicable and permitted.

4. DESCRIPTION OF REAL PROPERTY CONVEYED

The property hereby conveyed (the "Real Property") is an undivided one-half (1/2) interest in the following described land:

Lot 20, EAST BAY PLANTATION, according to the official plat thereof, recorded in Plat Book 4, at Page 37, of the Public Records of Gulf County, Florida.

Subject to: Covenants, Restrictions and Easements, if any.

The Property Appraiser's Parcel Identification Number is 03339-200R

5. CONSIDERATION

Good and valuable consideration plus \$10.00 paid by you to me.

6. CONVEYANCE OF REAL PROPERTY

For the consideration described in Paragraph 5 which I have received, I have granted, bargained and sold to you the Real Property to have and to hold in fee simple (estate in property unlimited as to duration, disposition and descendability) forever.

7. REPRESENTATION OF PERSONAL REPRESENTATIVE

I represent to you that:

(a) I am duly appointed and qualified to act as Personal Representative of the Estate of the Decedent as identified in the Statement of Facts; and

(b) I have the power and authority to execute this Deed. Note: if the Property was the constitutional homestead of Decedent, and descended to heirs at law, such heirs at law must execute deeds conveying their interests in the subject property.

8. ASSUMPTION

This conveyance is subject to that mortgage from Gary L. Gilbert and John B. Scoggins to RBC Centura Bank, securing an indebtedness in the original principal amount of \$169,000.00, dated June 30, 2006, and recorded July 5, 2006 in Official Records Book 412 at page 954 of the public records of Gulf County, Florida. By acceptance of this deed, the Grantee specifically does not assume the terms of said mortgage and the obligations of the mortgage arising thereunder.

9. EXCEPTIONS

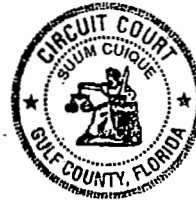
This conveyance is subject to taxes for year 2017 and subsequent years.

Executed on June 21, 2018.

[Handwritten Signature]
Michael W. Scoggins
118 Pine St.
Mexico Beach, FL 32456
as Personal Representative of the Estate of
John B. Scoggins, Jr., Deceased

Signed in the presence of:

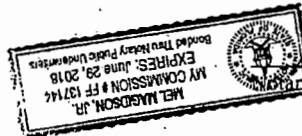
[Handwritten Signature]
808 Woodward Ave # J
Port St. Joe FL 32456
Witness



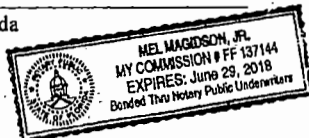
[Handwritten Signature]
218 Galtier Mem. Ln.
Port St. Joe, FL 32456
Witness

STATE OF FLORIDA
COUNTY OF GULF

The foregoing instrument was acknowledged before me this 21 day of June, 2018, by Michael W. Scoggins, who is personally known to me.



[Handwritten Signature]
Public - State of Florida



THIS INSTRUMENT PREPARED BY:

THOMAS S. GIBSON
Rish, Gibson & Scholz, P.A.
P. O. BOX 39
PORT ST. JOE, FL 32457
Parcel No. 03339-200

Inst:0020044526 Date:07/09/2004 Time:16:24
Doc Stamp-Deed : 1259.30
DL DC,Doug C Birmingham,GULF County B:345 P:540

WARRANTY DEED

THIS WARRANTY DEED made July 9, 2004, by
WILLIAM J. RISH, JR. and THOMAS S. GIBSON, a married man

hereinafter called the Grantor, to **GARY L. GILBERT and John B. Scoggins**

whose post office address is 193 Waterford Drive Jupiter, FL 33458 hereinafter called the Grantee.

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, allens, remises, releases, conveys and confirms unto the grantee all that certain land situate in Gulf County, Florida, viz:

Lot 20, EAST BAY PLANTATION, according to the official plat thereof, recorded in Plat Book 4, at Page 37, of the Public Records of Gulf County, Florida.

GRANTORS HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY IS NOT HOMESTEAD PROPERTY OF THE GRANTORS.

SUBJECT TO: Covenants, Restrictions and Easements of record, if any.

GRANTOR QUIT CLAIMS BUT DOES NOT WARRANT TITLE TO ANY PORTION OF PROPERTY DEEMED TO BE WETLANDS.

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

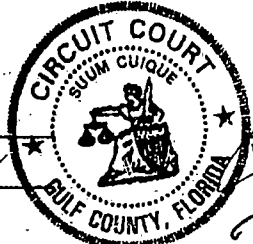
TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenant with said grantee that the Grantor are lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrant the title to all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2003 and **SUBJECT TO** the Applicable Comprehensive Plan, including developmental regulations.

IN WITNESS WHEREOF, the said Grantor have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in our presence:

Amy Palmer
Witness Signature
Printed Name: Amy Palmer



WILLIAM J. RISH, JR.

Nina Cochran
Witness Signature
Printed Name: Nina Cochran

THOMAS S. GIBSON

State of Florida
County of Gulf

The foregoing instrument was acknowledged before me this 9th day of July 2004 by WILLIAM J. RISH, JR. and THOMAS S. GIBSON who are personally known to me or who have produced their _____ driver's license as identification.



Amy Palmer
Notary Public, State of _____
My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:
THOMAS S. GIBSON
RISH, GIBSON & SCHOLZ, P.A.
P.O. BOX 39
PORT ST. JOE, FLORIDA 32457

658

Inst:0020035314 Date:09/16/2003 Time:10:05
Doc Stamp-Deed : 0.70
6.0 DC, Doug C Birmingham, GULF County B:317 P:658

Parcel I.D. No. _____

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, executed this 9th day of September, 2003, by
and between **STANLEY B. ROBERSON**

as first party, to
THOMAS S. GIBSON and WILLIAM J. RISH, JR.

whose Post Office address is: P. O. Box 39, Port St. Joe, FL 32457

as second party:

WITNESSETH:

That the said first party, for and in consideration of the sum of \$10.00 in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of **Gulf**, State of Florida, to-wit:

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

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

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

IN WITNESS WHEREOF, the said first party has signed and sealed these presents the day and year first above written.

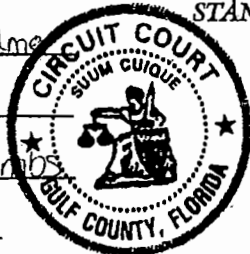
Signed, sealed and delivered
in the presence of:

Amy Palmer
Witness

Stanley B. Roberson
STANLEY B. ROBERSON

Printed Name: Amy Palmer

Bob Combs
Witness



Printed Name: Bob Combs

STATE OF Florida
COUNTY OF Gulf

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **STANLEY B. ROBERSON**, known to me to be the person(s) described in and who executed the foregoing instrument, who acknowledged before me that he/she/they executed the same, that I relied upon the following form(s) of identification of the above-named person(s):

personally known Other form of I.D.: _____
Witness my hand and official seal in the County and State last aforesaid this 9th day of September, 2003.



Amy Palmer
Notary Public, State of _____
My Commission Expires: _____

658

LEGAL DESCRIPTION FOR LOT 4

Inst:0020030684 Date:02/10/2003 Time:11:53
Doc Stamp-Deed : 1232.60
BLD DC, Doug C Birmingham, GULF County B:299 P:254

Commence at the Northwest corner of Section 19, Township 5 South, Range 11 West, Gulf County, Florida; thence S-01°16'56"-W (Grid Bearing), along West line of said Section 19, 3358.79 feet; thence S-88°43'05"-E, 885.04 feet to the POINT OF BEGINNING on the Westerly Right of Way line of proposed road; thence S-68°16'17"-W, 484.12 feet to the approximate mean high water line of East Bay; thence S-08°30'05"-E, 97.59 feet; thence N-68°16'17"-E, 500.77 feet to the said Westerly Right of Way; thence N-18°18'43"-W, along said Right of Way, 95.17 feet to the POINT OF BEGINNING and containing 1.07 acres, more or less.

LEGAL DESCRIPTION FOR LOT 5

Commence at the Northwest corner of Section 19, Township 5 South, Range 11 West, Gulf County, Florida; thence S-01°16'56"-W (Grid Bearing), along West line of said Section 19, 3448.45 feet; thence S-88°43'05"-E, 916.96 feet to the POINT OF BEGINNING on the Westerly Right of Way line of proposed road; thence S-68°16'17"-W, 500.77 feet to the approximate mean high water line of East Bay; thence S-08°30'05"-E, 88.80 feet; thence S-15°43'22"-E, 8.60 feet; thence N-68°16'17"-E, 516.32 feet to the said Westerly Right of Way; thence N-18°18'43"-W, along said Right of Way, 95.17 feet to the POINT OF BEGINNING and containing 1.11 acres, more or less.

LEGAL DESCRIPTION FOR LOT 6

Commence at the Northwest corner of Section 19, Township 5 South, Range 11 West, Gulf County, Florida; thence S-01°16'56"-W (Grid Bearing), along West line of said Section 19, 3538.11 feet; thence S-88°43'05"-E, 948.87 feet to the POINT OF BEGINNING on the Westerly Right of Way line of proposed road; thence S-68°16'17"-W, 516.32 feet to the approximate mean high water line of East Bay; thence S-15°43'22"-E, 103.07 feet; thence N-68°16'17"-E, 520.99 feet to the said Westerly Right of Way; thence N-18°18'43"-W, along said Right of Way, 102.68 feet to the POINT OF BEGINNING and containing 1.22 acres, more or less.

LEGAL DESCRIPTION FOR LOT 7

Commence at the Northwest corner of Section 19, Township 5 South, Range 11 West, Gulf County, Florida; thence S-01°16'56"-W (Grid Bearing), along West line of said Section 19, 3634.85 feet; thence S-88°43'05"-E, 983.31 feet to the POINT OF BEGINNING on the Westerly Right of Way line of proposed road; thence S-68°16'17"-W, 520.99 feet to the approximate mean high water line of East Bay; thence S-15°43'22"-E, 100.40 Feet; thence N-68°33'38"-E, 525.38 feet to the said Westerly Right of Way; thence N-18°18'43"-W, along said Right of Way, 102.68 feet to the POINT OF BEGINNING and containing 1.22 acres, more or less.

LEGAL DESCRIPTION FOR LOT 21

Commence at the Northwest corner of Section 19, Township 5 South, Range 11 West, Gulf County, Florida; thence S-01°16'56"-W (Grid Bearing), along West line of said Section 19, 4769.57 feet; thence S-88°43'55"-E, 1246.27 feet to the POINT OF BEGINNING; thence S-35°26'19"-E, 419.57 feet to the approximate mean high water line of Wetappo Creek; thence S-57°10'17"-W, 25.06 feet; thence S-73°08'50"-W, 45.36 feet; thence S-61°57'23"-W, 50.38 feet; thence N-66°33'09"-W, 51.13 feet; thence N-87°38'00"-W, 61.49 feet; thence N-13°17'25"-W, 308.83 feet to a point on a curve; thence Northerly along curve with a radius of 50.00 feet, through a central angle of 87°18'22", an arc distance of 76.19 feet (CB=N-30°16'50"-E, 69.03') thence N-47°53'38"-E, along South side of proposed road, 13.73 feet to the POINT OF BEGINNING and containing 1.24 acres, more or less.

LEGAL DESCRIPTION FOR LOT 22

Commence at the Northwest corner of Section 19, Township 5 South, Range 11 West, Gulf County, Florida; thence S-01°16'56"-W (Grid Bearing), along West line of said Section 19, 4691.38 feet; thence S-88°43'05"-E, 1328.98 feet to the POINT OF BEGINNING on Northerly Right of Way line of proposed road; thence S-35°26'19"-E, 437.94 feet to the approximate mean high water line of Wetappo Creek; thence S-66°57'33"-W, 113.16 feet; thence N-35°26'19"-W, 419.57 feet; thence N-47°53'38"-E, along said Northerly Right of Way line, 113.82 feet to the POINT OF BEGINNING and containing 1.11 acres, more or less.

Inst:0020035314 Date:09/16/2003 Time:10:05
Doc Stamp-Deed : 0.70
DC, Doug C Birmingham, GULF County B:317 P:659

Parcel No. _____

Inst: [redacted] Date: 02/10/2003 Time: 11:53
Doc Stamp-Deed : 3232.60
B. Daniel DE, Doug C Birmingham, GULF County B:299 P:252

WARRANTY DEED

THIS WARRANTY DEED Made the 6 day of February, 2003, by

THOMAS S. GIBSON and WILLIAM J. RISH, JR.

hereinafter called the Grantor, to

STANLEY B. ROBERSON

whose post office address is: P. O. Box 457, Port St. Joe, FL 32457

hereinafter called the Grantee.

[Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations]

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

The property described in Exhibit "A" attached hereto and by this reference made a part hereof, and an easement for ingress and egress of the property described in Exhibit "B" attached hereto.

GRANTORS HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN IS NOT HOMESTEAD PROPERTY OF GRANTORS.

SUBJECT TO COVENANTS AND RESTRICTIONS OF RECORD, IF ANY.

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantees that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2002, and SUBJECT TO the applicable Comprehensive Plan, including developmental regulations.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Peggy W. Raffield
Witness

Printed Name: Peggy W. Raffield

Mary L. Harrison
Witness

Printed Name: MARY L. HARRISON

[Signature]

THOMAS S. GIBSON

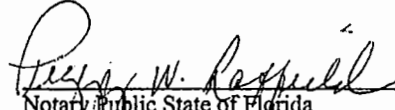
[Signature]

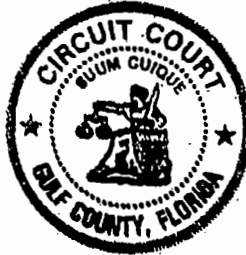
WILLIAM J. RISH, JR.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared **THOMAS S. GIBSON and WILLIAM J. RISH, JR.**, the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, that I relied upon the following form(s) of identification of the above-named persons:

personally known *Other form of I.D.:* _____

WITNESS my hand and official seal in the County and State last aforesaid this 6 day of February, 2003.


Notary Public State of Florida
My Commission Expires:



Inst:0020030684 Date:02/10/2003 Time:11:53
Doc Stamp-Deed : 3232.60
BLO DC, Doug C Birmingham, GULF County B:299 P:253

Inst:0020030684 Date:02/10/2003 Time:11:53
Doc Stamp-Deed : 3232.60
BLO DC,Doug C Birmingham,GULF County B:299 P:254

LEGAL DESCRIPTION FOR LOT 4

Commence at the Northwest corner of Section 19, Township 5 South, Range 11 West, Gulf County, Florida; thence S-01°16'56"-W (Grid Bearing), along West line of said Section 19, 3358.79 feet; thence S-88°43'05"-E, 885.04 feet to the POINT OF BEGINNING on the Westerly Right of Way line of proposed road; thence S-68°16'17"-W, 484.12 feet to the approximate mean high water line of East Bay; thence S-08°30'05"-E, 97.59 feet; thence N-68°16'17"-E, 500.77 feet to the said Westerly Right of Way; thence N-18°18'43"-W, along said Right of Way, 95.17 feet to the POINT OF BEGINNING and containing 1.07 acres, more or less.

LEGAL DESCRIPTION FOR LOT 5

Commence at the Northwest corner of Section 19, Township 5 South, Range 11 West, Gulf County, Florida; thence S-01°16'56"-W (Grid Bearing), along West line of said Section 19, 3448.45 feet; thence S-88°43'05"-E, 916.96 feet to the POINT OF BEGINNING on the Westerly Right of Way line of proposed road; thence S-68°16'17"-W, 500.77 feet to the approximate mean high water line of East Bay; thence S-08°30'05"-E, 88.80 feet; thence S-15°43'22"-E, 8.60 feet; thence N-68°16'17"-E, 516.32 feet to the said Westerly Right of Way; thence N-18°18'43"-W, along said Right of Way, 95.17 feet to the POINT OF BEGINNING and containing 1.11 acres, more or less.

LEGAL DESCRIPTION FOR LOT 6

Commence at the Northwest corner of Section 19, Township 5 South, Range 11 West, Gulf County, Florida; thence S-01°16'56"-W (Grid Bearing), along West line of said Section 19, 3538.11 feet; thence S-88°43'05"-E, 948.87 feet to the POINT OF BEGINNING on the Westerly Right of Way line of proposed road; thence S-68°16'17"-W, 516.32 feet to the approximate mean high water line of East Bay; thence S-15°43'22"-E, 103.07 feet; thence N-68°16'17"-E, 520.99 feet to the said Westerly Right of Way; thence N-18°18'43"-W, along said Right of Way, 102.68 feet to the POINT OF BEGINNING and containing 1.22 acres, more or less.

LEGAL DESCRIPTION FOR LOT 7

Commence at the Northwest corner of Section 19, Township 5 South, Range 11 West, Gulf County, Florida; thence S-01°16'56"-W (Grid Bearing), along West line of said Section 19, 3634.85 feet; thence S-88°43'05"-E, 983.31 feet to the POINT OF BEGINNING on the Westerly Right of Way line of proposed road; thence S-68°16'17"-W, 520.99 feet to the approximate mean high water line of East Bay; thence S-15°43'22"-E, 100.40 Feet; thence N-68°33'38"-E, 525.38 feet to the said Westerly Right of Way; thence N-18°18'43"-W, along said Right of Way, 102.68 feet to the POINT OF BEGINNING and containing 1.22 acres, more or less.

LEGAL DESCRIPTION FOR LOT 21

Commence at the Northwest corner of Section 19, Township 5 South, Range 11 West, Gulf County, Florida; thence S-01°16'56"-W (Grid Bearing), along West line of said Section 19, 4769.57 feet; thence S-88°43'55"-E, 1246.27 feet to the POINT OF BEGINNING; thence S-35°26'19"-E, 419.57 feet to the approximate mean high water line of Wetappo Creek; thence S-57°10'17"-W, 25.06 feet; thence S-73°08'50"-W, 45.36 feet; thence S-61°57'23"-W, 50.38 feet; thence N-66°33'09"-W, 51.13 feet; thence N-87°38'00"-W, 61.49 feet; thence N-13°17'25"-W, 308.83 feet to a point on a curve; thence Northerly along curve with a radius of 50.00 feet, through a central angle of 87°18'22", an arc distance of 76.19 feet (CB=N-30°16'50"-E, 69.03') thence N-47°53'38"-E, along South side of proposed road, 13.73 feet to the POINT OF BEGINNING and containing 1.24 acres, more or less.

LEGAL DESCRIPTION FOR LOT 22

Commence at the Northwest corner of Section 19, Township 5 South, Range 11 West, Gulf County, Florida; thence S-01°16'56"-W (Grid Bearing), along West line of said Section 19, 4691.38 feet; thence S-88°43'05"-E, 1328.98 feet to the POINT OF BEGINNING on Northerly Right of Way line of proposed road; thence S-35°26'19"-E, 437.94 feet to the approximate mean high water line of Wetappo Creek; thence S-66°57'33"-W, 113.16 feet; thence N-35°26'19"-W, 419.57 feet; thence N-47°53'38"-E, along said Northerly Right of Way line, 113.82 feet to the POINT OF BEGINNING and containing 1.11 acres, more or less.

exhibit B

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LEGAL DESCRIPTION FOR ROAD RIGHTS OF WAY

All that part of Section 19, Township 5 South, Range 11 West, Gulf County, Florida, lying within 33.00 feet, right and left, of the following described centerline.

Commence at the Northwest corner of Section 19, Township 5 South, Range 11 West, Gulf County, Florida; thence S-01°16'56"-W (Grid Bearing), along West line of said Section 19, 2513.21 feet; thence S-88°43'04"-E, 2090.23 feet to the POINT OF BEGINNING of centerline described herein, thence S-65°44'09"-W, 329.41 feet; thence S-69°24'02"-W, 143.55 feet; thence S-68°13'44"-W, 866.10 feet; thence S-08°01'33"-E, 282.11 feet; thence S-18°18'43"-E, 1367.05 feet; thence S-47°53'38"-W, 248.17 feet to the end of centerline said point being the center point of a cul-de-sac with a 50.00 foot radius.

Inst:0020030684 Date:02/10/2003 Time:11:53
Doc Stamp-Deed : 3232.60
610 DC, Doug C Birmingham, GULF County B:299 P:255

OK

255

14

This instrument prepared by:

Renee Ayres
RBC Centura Bank
1240 North Missouri Avenue
Largo, Florida 33770.1818

Return to:
RBC Centura Bank
P.O. Box 500
Rocky Mount, NC 27802
Attention: Loan Operations

Account No [REDACTED]

Inst:0020063653 Date:07/05/2006 Time:09:11
Doc Stamp-Wort : 591.50
Intang. Tax : 338.00

State of Florida

DC, Rebecca L. Norris, GULF County B:412 P:954

County of Gulf

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT (the "Mortgage") is made and entered into as of this 30th day of June, 2006 by and between Gary L. Gilbert and John B. Scoggins, tenants in common whose address is 193 Waterford Dr, Jupiter, FL 33458 (hereinafter called the "Grantor" whether one or more in number), and RBC CENTURA BANK, a North Carolina banking corporation, whose principal address is Post Office Box 500, Rocky Mount, North Carolina 27802 (hereinafter called the "Bank");

WITNESSETH, WHEREAS, the Bank has agreed pursuant to a Building Loan Agreement; Loan Agreement; Credit Agreement; Other Security Agreement, by and between the Bank and the Grantor, dated June 30, 2006 (hereinafter called the "Agreement"), to lend to or for the benefit of the Grantor up to the principal sum of One Hundred Sixty Nine Thousand and 00/100 Dollars (\$ 169000.00) secured by this Mortgage;

AND WHEREAS, all principal sums to be advanced to or for the benefit of the Grantor and secured by this Mortgage shall be evidenced by one or more promissory notes of Grantor which, together with all present and future obligations evidenced thereby and secured by this Mortgage, are referred to herein as the "Note", whether one or more, and which Note may contain provisions for the adjustment of the interest rate, adjustments in the payments, extension or renewal of the term, among other things, the terms of which are incorporated herein by reference;

AND WHEREAS, the Grantor is thereby, or shall hereafter become, indebted to the Bank in an amount equal to the sum of all outstanding advances made under the Note, as provided in the Agreement and as may now or hereafter be evidenced by the Note, together with and payable with interest as, and at the rate or rates, specified in the Note and the Agreement;

AND WHEREAS, subject to the terms of the Agreement, the maximum amount available under the Agreement may be borrowed and repaid or reduced by partial payment and from time to time reborrowed, provided the unpaid balance of the principal outstanding under the Agreement shall never exceed the maximum principal amount of present and future obligations stated above;

AND WHEREAS, the Grantor desires to secure the payment of the Note with interest and any extensions, renewals, modifications or amendments thereof, or substitutions or replacements thereof, in whole or in part, the payment of all other sums, with interest thereon, advanced in accordance with the Note, the Agreement, or herewith to protect the security of this Mortgage, or advanced to protect the rights of the Bank hereunder or under the Note or the Agreement, and to secure the performance of the covenants and agreements of the Grantor contained herein, by a conveyance of the lands and a grant of the security interests hereinafter described;

NOW, THEREFORE, in consideration of the premises and in further consideration of the sum of One Dollar (\$1) paid to the Grantor by the Bank, receipt of which is hereby acknowledged, the Grantor has given, granted, bargained, and sold, and by these presents does give, grant, bargain, sell and convey unto the Bank, its successors and assigns, the following described parcel of land and all improvements now or hereafter located thereon, lying and being in Port St Joe County of Gulf, State of Florida, and more particularly described as follows:

Lot 20, EAST BAY PLANTATION, according to the official plat thereof, recorded in Plat Book 4, at Page 37, of the Public Records of Gulf County, Florida.

The property herein encumbered does not constitute the homestead property of the Grantor, nor is it contiguous thereto.

KNOWN AS 108 W Marsh Line Road, Port St Joe, Florida 32456
(street address or common description)

Such parcel of land, together with all structures, buildings and other improvements (hereinafter called the "Improvements") now or hereafter located thereon, being hereinafter called the "Property."

TOGETHER WITH all fixtures, equipment and other articles of personal property now owned by the Grantor and located in or upon the Property, or hereafter acquired and located thereon and used in connection with the operation and maintenance of the Property (hereinafter called the "Collateral").

TO HAVE AND TO HOLD the Property and Collateral, with all the rights, privileges, and appurtenances thereunto belonging or appertaining to the Bank, its successors and assigns, in fee simple forever, upon the trusts and for the uses and purposes hereinafter set out;

And the Grantor covenants with the Bank that it is seized of the Property and Collateral in fee and has the right to convey the same in fee simple; that title is marketable and free and clear of all encumbrances; and that it will warrant and defend the title to the Property and Collateral against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated:

If the Grantor shall pay the Note in accordance with its terms, together with interest thereon, and any renewals, extensions, modifications, amendments, substitutions or replacements thereof in whole or in part, shall pay all sums advanced under the Note, the Agreement or hereunder to protect the security of this Mortgage or the rights of the Bank, together with interest thereon, and shall comply with all the covenants, terms and conditions of the Note, the Agreement and this Mortgage, then this conveyance shall be null and void and may be canceled of record at the request and at the cost of the Grantor.

Section 1. FUTURE ADVANCES. Bank, at its option, may make future advances to Grantor up to an amount equal to twice the original principal amount of the note. Such future advances, with interest at the rate payable from time to time on the outstanding principal under the Agreement and the Note, shall be secured by this Mortgage when advanced under the terms of the Agreement, the Note or this Mortgage. Bank may make such future advances (a) pursuant to the terms of the Agreement, the Note or this Mortgage; (b) at the request of Grantor, whether or not Bank has any obligation to make future advances; or (c) to pay, with or without the consent or request of Grantor, any amounts which may be due under any other mortgage or lien affecting the Property.

Section 2. EVENTS OF DEFAULT. The occurrence of any one or more of the following events shall constitute an Event of Default hereunder:

- (a) The Grantor's failure to pay when due the principal of and interest on the Note or any other sum due under the Note or the Agreement;
 (b) The Grantor's breach of any of the terms, conditions or covenants contained in this Mortgage;
 (c) The actual or threatened demolition, injury or waste to the Property or Collateral which may impair its value;
 (d) The appointment of a receiver for, or the filing of a petition of bankruptcy by or against, the Grantor;
 (e) The Grantor's default in or breach of any of the terms, conditions, covenants or agreements contained in any separate assignment of leases given as additional security for the loan;
 (f) The Grantor's default under the terms of any instrument to which this Mortgage is subordinate or which is subordinate to this Mortgage;
 (g) Default by the Grantor in keeping, performing or observing any term, covenant, agreement or condition of the Note or the Agreement, or default by the Grantor under any separate loan agreement or other agreement executed concurrently with the execution and delivery of this Mortgage, including, without limitation, any agreement containing provisions relating to the rights of the Grantor to receive future advances from the Bank, the repayment of which is intended to be secured by this Mortgage; and
 (h) False statement, misrepresentation or withholding facts by Grantor in any loan application or other instrument provided by Grantor to Bank or its agents as to any matter relied upon by Bank in evaluating whether to extend financing to the Grantor.

Section 3. REMEDIES UPON DEFAULT. Upon the occurrence of an Event of Default, the Bank shall have the following rights and remedies:

- (a) The Bank shall have the right, at its option, to declare all amounts payable under the Note to be immediately due and payable, whereupon the same shall become immediately due and payable, regardless of the maturity date thereof.
 (b) The Bank may exercise all of the remedies of a mortgagee or secured party as provided by law or in equity, including without limitation foreclosure and sale of the Property. Bank may bid for and purchase at such sale for itself and, as successful bidder, may pay any portion of the purchase price by credit against the obligations under the Note and Agreement. The Bank may sell the Property and Collateral separately or together, as a whole or in parts or parcels, at one or more sales conducted at different times and places.
 (c) The Bank shall have the right to collect rents, issues, profits and revenues according to the terms of Section 9 hereof.
 (d) The Grantor and the Bank have contemporaneously entered into the Agreement and upon the occurrence of an Event of Default thereunder, the Bank shall be entitled to exercise such rights and remedies as are contained in such Agreement. The Bank shall have the right to the appointment of a receiver to collect the rents and profits from the Property and Collateral without consideration of the value thereof or the solvency of any person liable for the payment of the amounts then owing. The Bank at its option, in lieu of an appointment of a receiver, shall have the right to take immediate possession of the Property and do all those things the receiver could have done. If such receiver should be appointed, or if there should be a sale of the Property and Collateral by foreclosure, as provided above, the Grantor or any person in possession of the Property and Collateral, as tenant or otherwise, shall become a tenant at will of the receiver or of the purchaser and may be removed by a writ of ejectment, summary ejectment or other lawful remedy.
 (e) Each legal, equitable or contractual right, power or remedy of the Bank now or hereafter provided herein or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power and remedy. The exercise or beginning of the exercise of any one or more of such rights, powers and remedies shall not preclude the simultaneous or later exercise of any or all such other rights, powers and remedies. The exercise by the Bank of any right or remedy granted to the Bank in law or equity, or by this or any other document shall not be deemed an irrevocable election of remedies thereby precluding the Bank from exercising or pursuing any other right or remedy granted to the Bank under this or any other document or at law or in equity. All remedies contained herein or in any other separate agreement executed contemporaneously with the execution of this Mortgage are intended to be cumulative.

Section 4. APPLICATION OF PROCEEDS. Proceeds derived from the exercise of either foreclosure or the collection of rents and profits shall be applied, to the extent permitted by applicable law, to pay, first, costs and expenses of such sale or collection, including reasonable attorney's fees, and reasonable auctioneer's fees if such expenses have been incurred, and any other expenses or advances made or incurred in the protection of the rights of the Bank or in the pursuit of any remedy hereunder; second, to taxes and assessments due and unpaid, if the Bank deems it appropriate to do so; third, to the payment of any indebtedness (including principal and interest on the Note) secured by this Mortgage; and fourth, the balance, if any, to the person or persons entitled thereto.

Section 5. PAYMENT OF AMOUNTS DUE UNDER THE NOTE. The Grantor covenants and agrees that it will pay when due the principal and interest on the Note.

Section 6. PAYMENT OF TAXES, ASSESSMENTS AND OTHER AMOUNTS; MAINTENANCE OF INSURANCE.

- (a) The Grantor covenants and agrees that it will pay when due, all taxes, assessments, levies and charges upon or against the Property and Collateral, of every character which are now due or which may hereafter become liens thereon, including all taxes assessed against the Bank on this instrument or the sum hereby secured or evidenced by the Note, provided the amount of such latter taxes with the interest on the sum hereby secured does not exceed the maximum contract rate permitted by law, but if it does, the excess to be paid by the Bank; and immediately deliver to the Bank official receipts therefor. The Bank may, at its option, pay any such taxes, assessments, levies, or charges against the Property or Collateral, and the official receipts therefor shall be conclusive evidence of payment, the amount due and validity thereof. Any amounts so expended shall immediately become debts due by the Grantor payable on demand, shall bear interest at the rate specified in the Note secured hereby, and their payment shall be secured by this Mortgage.
 (b) The Grantor covenants and agrees that it will keep the Improvements and Collateral now or hereafter on the Property insured against loss and damage by fire, tornado and windstorm, and against such other hazards as the Bank may require, including business interruption (if required by the Bank), in amounts satisfactory to the Bank, plus an amount sufficient to prevent any co-insurance liability of the owner of the Property or the Bank, loss, if any, to be made payable in the policy or policies of insurance to the Bank as its interest may appear, the loss payable clauses to be in such form as the Bank may require. All insurance shall be in companies approved by the Bank and the policies and renewals thereof shall, when issued, be immediately delivered to the Bank to be held by it and all insurance policies shall provide for at least ten (10) days prior written notice of cancellation to Bank. The Grantor will pay all premiums for such insurance when due and will deliver to the Bank official receipts therefor on request. In the event of loss, the Grantor will give immediate notice by mail to the Bank, who may make proof of loss if not made promptly by the Grantor. Each insurance company concerned is hereby authorized and directed to make payment of such loss directly to the Bank, instead of to the Grantor and the Bank jointly. The proceeds of any insurance, or any part thereof, may be applied by the Bank, at its option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. If the Grantor fails or refuses to keep such property so insured, the Bank may obtain such insurance without prejudice to its right to foreclose hereunder by reason of such default. The Bank may, at its option, pay any such insurance premiums. The official receipt for such payment shall be conclusive evidence of the payment, the amount due and the validity thereof. Any amounts so expended shall immediately become debts due by the Grantor, shall bear interest at the rate specified in the Note secured hereby, and their payment shall be secured by this Mortgage.
 (c) If required by the Bank, the Grantor agrees that in addition to payments of principal and interest called for by the Note, the Grantor shall pay on the first day of each month, or on the due date of monthly payments of principal, to the Bank or to its duly authorized agent a sum equal to one-twelfth of the known or estimated (by the Bank) yearly taxes, assessments and insurance premiums on or against the Property and the Collateral. The Bank shall be under no obligation to pay interest on such payments. The Bank shall hold and apply such payments to the payment of taxes, assessments and insurance premiums as and when due. If the total of such monthly payments shall exceed the amount needed, the excess shall be held for future needs; but, should such monthly payments at any time fail to provide sufficient funds to pay taxes, assessments and insurance premiums when due, then the Grantor shall, upon written demand, pay to the Bank within ten (10) days of receipt of such demand the amount necessary to cover the deficiency. When the Grantor shall have paid the Note, the Bank shall refund to the Grantor any excess funds accumulated hereunder. In the event of a foreclosure sale, the Bank may apply any balance remaining of the funds accumulated for the above purposes to the payment of the Note.

Section 7. MAINTENANCE OF THE PROPERTY. The Grantor covenants and agrees that it will not commit or permit any waste to the Property or Collateral, and will keep the Property and Collateral in as good order, repair, and condition as it is now, reasonable wear and tear excepted. The Bank shall have the right to inspect the Property and Collateral at all reasonable times, and access thereto shall be permitted for that purpose to it or its authorized agents. Such inspection may include, but not be limited to, such investigation as Bank in its sole discretion believes necessary to determine the nature and extent of any actual or potential environmental risks, changes, liabilities or contamination relating to the Property. In the event that such investigation reveals any matter constituting a breach of representation or warranty made by Grantor to Bank, then the costs of such investigation shall be reimbursed to Bank by Grantor.

Section 8. ANNUAL STATEMENTS. The Grantor covenants and agrees that it will furnish to the Bank without cost to the Bank: (a) an annual statement, in form and certified in a manner satisfactory to the Bank, setting forth all income and expenses derived or incurred from the operation of the Grantor's business conducted on the Property and the operation of any Improvements or Collateral situate thereon within ninety (90) days from the end of the calendar or fiscal year of such operations, and (b) within ninety (90) days of the end of each fiscal year the financial statements (in form and certified in a manner satisfactory to the Bank) of the Grantor, and each of the guarantors or endorsers, if any, of the indebtedness hereby secured.

Inst:0020083653 Date:07/05/2006 Time:09:11

Doc Stamp-Worl : 591.50

Intang. Tax : 338.00

AK DC, Rebecca L. Norris, GULF County B:412 P:955

955

if to the Grantor, to: _____

The Grantor and Bank may, by written notice given hereunder, designate a different address where communications should be sent.

Section 15. WAIVER OF GRANTOR'S RIGHTS. Grantor waives any (i) rights of homestead or of exemption with regard to any of the Property, (ii) rights or claims of redemption, (iii) rights of appraisal, and (iv) rights to require marshalling of assets. Mortgagor understands that upon default hereunder, among other remedies set out herein and the Agreement, the Bank may foreclose upon the mortgaged premises and ask for a deficiency judgement pursuant to applicable law.

Section 16. MISCELLANEOUS.

(a) In the event of the subsequent passage of any law of the State of Florida deducting from the value of the land for the purposes of taxation any lien thereon, or amending in any way the laws now in force for the taxation of deeds of trust or debts secured thereby, for state or local purposes or the manner of the collection of any such taxes so as to affect the interest of the Bank, the whole sum secured by this instrument with interest thereon, at the option of the Bank, shall immediately become due, payable and collectible without notice to any party.

(b) No delay or forbearance by the Bank in exercising any or all of its rights hereunder or rights otherwise afforded by law shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default as set forth herein or in the event of any subsequent default hereunder. In the event that the Bank voluntarily or otherwise shall become a party to any suit or legal proceeding to protect the Property or to protect the title of the Grantee created by this Mortgage, the Bank shall be saved harmless and shall be reimbursed by the Grantor for any amounts paid, including all reasonable costs, charges and attorney's fees incurred in any such suit or proceeding. These amounts together with interest on the amounts at the rate set forth in the Note shall be secured by this Mortgage and their payment enforced as if they were a part of the original debt.

(c) It is specifically agreed that the parties hereto shall in no event be deemed to have contracted for a greater rate of interest than the maximum rate permitted by law. Should a greater amount be collected, it shall be construed as a mutual mistake of the parties and the excess shall be returned to the party making such a payment.

(d) All the terms and conditions of the Commitment, if any, upon which the loan hereby secured is predicated, and the Agreement pursuant to which the obligations secured hereby are incurred, are incorporated by this reference and made a part hereof, but if the terms and conditions of this Mortgage or any loan agreement conflict with the terms of the Commitment, this Mortgage and loan agreement, if any, shall control.

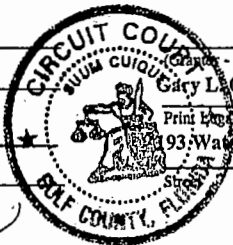
(e) The covenants, terms and conditions herein contained shall bind, and the benefits and powers shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used herein, the singular number shall include the plural, the plural the singular. If two or more parties have joined as Grantor, each of the parties shall be jointly and severally obligated to perform the conditions and covenants herein contained. Notwithstanding the foregoing, any Grantor who executes this Mortgage but who does not execute the Note hereby secured has executed the Mortgage only to subject whatever interest such Grantor has or may hereafter have in the Property, Improvements and Collateral to the lien and security interest created by this Mortgage. The term "Bank" shall include any payee of the indebtedness hereby secured and any transferee or assignee thereof, whether by operation of law or otherwise.

(f) Grantor irrevocably authorizes Bank to file such financing statements as may be necessary to protect, in Bank's opinion, Bank's security interest and lien in the Collateral and, to the extent Bank deems necessary or appropriate, to sign Grantor's name with the same force and effect as if signed by Grantor; agrees that all financing statements filed by Bank shall be binding on Grantor; agrees to pay the cost and expenses associated with the filing of all financing statements filed by Bank in connection with the security interest and lien in the Collateral granted herein; and agrees that all references to financing statement or financing statements shall include original (or initial), continuation, amendment, release, termination and other forms or types of statements permitted to be filed or recorded pursuant to the Uniform Commercial Code, Chapters 670 through 680, Florida Statutes, as enacted and amended from time to time in the State of Florida.

(g) Grantor represents to Bank the information contained in this Mortgage is true and correct; agrees to promptly inform Bank in writing of any changes therein or any inaccuracies thereto, such notices to be addressed to Bank and mailed, postage prepaid, to Post Office Box 500, Rocky Mount, NC 27802, or such other address as Bank may direct notices to be sent; and acknowledges that Bank is relying upon the information being complete, accurate and correct and that Bank is under no obligation to make an independent investigation regarding same. In furtherance of the foregoing, but without limiting the foregoing, Grantor represents its name as shown in this Mortgage is correct, and, if Grantor is not a natural person, its name as used in this Mortgage is identical to and exactly as the same is stated on its organizational documents currently on file in its jurisdiction of organization; its tax identification number or other identification number provided to Bank is correct; its mailing addresses and places of business/residence (if more than one place of business/residence, its chief executive office or primary residence) as set forth in this Mortgage or otherwise provided to Bank, are correct, as well as information provided to Bank on its jurisdiction of organization if it is not a natural person; and the location of the Collateral and all books and records relative thereto as stated in this mortgage is correct, the same is in Grantor's possession and control as noted in this Mortgage and if any of said Collateral is affixed to or growing on real property, the identity of the record owner thereof, if not Grantor, is as stated in this Mortgage.

IN WITNESS WHEREOF, this Mortgage is executed on the day and year first above written.

Witness: _____
Print name of Witness _____
Witness: _____
Print name of Witness _____
Witness: *Paul M. Ward*
Print name of Witness _____
Witness: *Rebecca Young*
Print name of Witness _____
Witness: _____
Print name of Witness _____
Witness: _____
Print name of Witness _____



(Grantor - Legal Name of Individual)
Gary L. Gilbert
Print Legal Name
93 Waterford Dr, Jupiter, FL 33458
City Country State Zip

(Grantor - Legal Name of Individual)
John B. Scoggins
Print Legal Name
6 Beech Knoll Dr, Canton, GA 30114
Street City Country State Zip

(Grantor - Legal Name of Organization)
By: _____
Name: _____
Title: _____

Street Address _____
City Country State Zip

Inst:0020063653 Date:07/05/2006 Time:09:11
Doc Stamp-Wort : 591.50
Inlang. Tax : 338.00
DK DC, Rebecca L. Norris, GULF County B:412 P:956

Section 9. ASSIGNMENT OF RENTS, LEASES AND PROFITS.

(a) As further security for the payment of the Note and for the faithful performance of all the covenants, agreements, terms and provisions of this Mortgage, the Grantor hereby sells, transfers and assigns unto the Bank all of the Grantor's right, title and interest in and to the rents, issues, profits, revenues, royalties, rights and benefits from the Property. To that end, the Grantor hereby assigns and sets over unto the Bank all leases of all or part of the Property now made, executed or delivered, whether written or verbal, or to be hereafter made, whether written or verbal (hereinafter referred to individually and collectively as "Tenants' Leases"). The Grantor hereby authorizes and empowers the Bank to collect these rents, issues, profits, revenues, royalties, rights and benefits as they shall become due and hereby directs each and all of the tenants of the Property to pay such rents, as may now be due or shall hereafter become due, to the Bank, upon demand for payment thereof by the Bank. No such demand shall be made unless and until there has been a default under the Note or the occurrence of an Event of Default under this Mortgage. Until such demand is made, the Grantor is authorized by the Bank to collect or continue collecting such rents, issues, profits, revenues, royalties, rights and benefits; provided, however, the Grantor shall not collect any rents more than two months in advance without the prior written consent of the Bank. Lender shall have all rights and remedies provided by section 697.08 Florida Statute.

(b) The Grantor covenants and agrees: (i) that it will promptly and fully keep, perform and comply with all the terms, provisions, covenants, conditions and agreements imposed upon or assumed by it as landlord (or similar designation) under the Tenants' Leases, and (ii) that it will not do, permit anything to be done, or omit or refrain from doing anything, the doing or omission of which will give any tenant a right to terminate any of the Tenants' Leases.

(c) If the Grantor shall, in any manner, fail in any of the above covenants and agreements, the Bank may (but shall not be obligated to) take any action the Bank deems necessary or desirable to prevent or cure any default by the Grantor in the performance of or compliance with any of the Grantor's covenants or obligations under any of the Tenants' Leases. The Bank shall have the right to enter upon the Property to such extent and as often as the Bank, in its sole discretion, deems necessary or desirable in order to prevent or cure any such default by the Grantor. The Bank may expend such sums of money as the Bank, in its sole discretion, deems necessary for any such purpose. The Grantor hereby agrees to pay to the Bank, immediately upon demand, all sums so expended by the Bank, together with interest thereon from the date of each such payment at the rate provided for in the Note. All sums so expended by the Bank, and the interest thereon, shall be secured by this Mortgage. The Grantor will give the Bank immediate notice by certified mail of any notice of default or notice of cancellation received from any tenant.

Section 10. CONDEMNATION. Upon the condemnation of the Property or any part thereof, the entire unpaid balance of the Note shall, at the option of the Bank, at once become due and payable. Any award paid for such taking is hereby assigned to the Bank to further secure the payments due under the Note. The Bank is hereby authorized and empowered (but not required) to collect and receive such award and is authorized to apply it in whole or in part in reduction of the then outstanding debt secured by this Mortgage, notwithstanding the fact that the debt may not then be due and payable. Any amounts so applied to principal shall be applied to the principal last maturing hereon. The Grantor agrees to execute such further assignments of any such awards as the Bank may require.

Section 11. SALE OR TRANSFER OF PROPERTY; JUNIOR LIENS. If all or any part of the Property, or any interest or estate therein, is sold, further encumbered or otherwise transferred by Grantor (including without limitation by way of mortgage, deed to trust, or declaration of trust) without the Bank's prior written consent, the Bank at its option may declare the whole sum secured by this Mortgage with interest thereon to be immediately due and payable without regard to the date of maturity of the obligation to pay any such sum; provided, however, that the Bank may waive this right of acceleration and permit the assumption of the obligations secured hereby on such terms and conditions, specifically including, without limitation, an increase in the interest rate charged under the Note, and the payment of fees as it may deem appropriate. If the Grantor is a corporation with thirty-five (35) or fewer shareholders, the aggregate transfer(s) of voting shares in the Grantor whereby persons or entities not owning on the date hereof, singly or in the aggregate, 50% or more of the voting shares of such Grantor, become the owner(s), singly or in the aggregate, of 50% or more of such voting shares, shall be deemed a sale of the Property for the purposes of this Section; if the Grantor is a limited or general partnership, any change in general partnership interest(s) in the Grantor shall be deemed a sale of the Property for the purposes of this Section; if the Grantor is a limited liability company, any change in the managers thereof shall be deemed a sale of the property for the purposes of this Section; provided, however, no change in general partnership interest(s), or change in managers of a limited liability company, or transfer of voting shares occasioned by devise, descent or operation of law upon the death of a shareholder or a general partner, as the case may be, shall constitute a sale of the Property for the purposes of this Section. The Grantor hereby covenants to give the Bank notice by certified mail of any sale, further encumbrance or transfer of the Property, as contemplated by this Section, within ten (10) days after the occurrence of such sale, further encumbrance or transfer.

Section 12. SECURITY AGREEMENT.

(a) This Mortgage shall constitute a security agreement with respect to all Collateral of the Grantor now owned or hereafter acquired and located upon the Property and used in the operation and maintenance of the Improvements. The Grantor hereby grants to the Bank a security interest in the Collateral including, without limitation, all boilers, all heating, air conditioning and ventilating components and systems, all lighting, electrical power, plumbing, sprinkler and water components and systems, all carpets, wall coverings, screens and drapes, all mechanical and hydraulic components and systems and all appliances (including stoves, ranges, refrigerators, disposals, dishwashers, washers and dryers, trash compactors and similar appliances) located on and used in connection with the operation or maintenance of the Improvements.

(b) With respect to those items of the Collateral which are or are to become fixtures related to the Property, this Mortgage shall constitute a financing statement filed as a fixture filing. The lien upon fixtures granted herein and perfected hereby shall be in addition to and not in lieu of any lien upon fixtures acquired under real property law.

Section 13. HAZARDOUS MATERIALS.

(a) Grantor represents and warrants that, to the best of Grantor's knowledge, after due inquiry and investigation, (i) there are no Hazardous Materials (hereinafter defined) on the Property, except those in compliance with all applicable federal, state and local laws, ordinances, rules and regulations, and (ii) no owner or occupant nor any prior owner or occupant of the Property has received any notice or advice from any governmental agency or any source whatsoever with respect to Hazardous Materials on, from or affecting the Property. Grantor covenants that the Property shall be kept free of Hazardous Materials, and neither Grantor nor any occupant of the Property shall use, transport, store, dispose of or in any manner deal with Hazardous Materials on the Property, except to the extent that such use, transport, storage or disposal shall be necessary and proper for the Grantor to use the Property and carry out the activities set forth in the loan application, commitment letter, if any, or any separate loan agreement or other agreement executed concurrently with this Mortgage, provided that such use, transport, storage, disposal or handling of Hazardous Materials on the Property shall be in compliance with all applicable federal, state and local laws, ordinances, rules and regulations. Grantor shall not, without prior notice to Bank, engage in any use or activity on the Property which results in initial use or increased use, as the case may be, of Hazardous Materials on the Property which were not disclosed to the Bank or described in the loan application, commitment letter, if any, or separate loan agreement or other agreement executed concurrently with this Mortgage. Grantor shall comply with, and ensure compliance by all occupants of the Property with all applicable federal, state and local laws, ordinances, rules and regulations, and shall keep the Property free and clear of any liens imposed pursuant to such laws, ordinances, rules or regulations. In the event that Grantor receives any notice or advice from any governmental agency or any source whatsoever with respect to Hazardous Materials on, from or affecting the Property, Grantor shall immediately notify Bank. Grantor shall promptly conduct and complete all investigations, studies, sampling, and testing, and all remedial actions necessary to clean up and remove all Hazardous Materials from the Property in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Grantor further covenants that it will promptly notify Bank of any discharge or release of Hazardous Materials on, from or affecting the Property or of any change in the nature or extent of any Hazardous Materials, substances or wastes maintained on, in or under the Property or used in connection therewith, and will transmit to Bank copies of any citations, orders, notices or other communication received with respect to any other Hazardous Materials, substances, wastes or other environmentally regulated substances affecting the Property. The term "Hazardous Materials" as used in this Mortgage shall include, without limitation, gasoline, petroleum products, explosives, radioactive materials, polychlorinated biphenyls or related or similar materials, asbestos or asbestos-containing materials or any other substance or material defined as a hazardous or toxic substance or material by any federal, state or local law, ordinance, rule, or regulation. Grantor's violation of any covenant, representation, or warranty within this Section shall be an Event of Default, and Bank may pursue all rights and remedies to which it is entitled as set forth in this Mortgage.

(b) Grantor shall protect, defend, indemnify and save harmless Bank from and against all liabilities, obligations, claims, damages, penalties, causes of action, response and clean up costs, and other costs and expenses (including without limitation reasonable attorneys' fees and expenses), imposed upon or incurred by or asserted against Bank by reason of (i) the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release or threatened release of any Hazardous Materials (as defined above in this Section) on, from, or affecting the Property or any other property; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials; or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities which are based upon or in any way related to such Hazardous Materials, including, but not limited to, the following laws: the Comprehensive Environmental Response, Compensation, and Liability Act; the Resource Conservation and Recovery Act; the Clean Water Act; the Toxic Substances Control Act; including, without limitation, the costs and expenses of any remedial action, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses. Any amounts payable to Bank by reason of the application of this paragraph shall be secured by this Mortgage and shall become immediately due and payable and shall bear interest at the rate of interest specified in the Note secured hereby from the date loss of damage is sustained by Bank until paid. The obligations and liabilities of Grantor under this indemnification paragraph of this Mortgage shall survive any termination, satisfaction, assignment, entry of a judgment of foreclosure or delivery of a deed in lieu of foreclosure of this Mortgage.

(c) Notwithstanding the description of Collateral contained in this Mortgage, all Hazardous Materials (as defined in this Section) are specifically excluded from Collateral subject to this Mortgage. In addition, any and all underground storage tanks and piping located on the Property described above are specifically [check one]:

_____ included as part of the Collateral. excluded as part of the Collateral.

Section 14. NOTICES. All notices, certificates and other co postage prepaid, return receipt requested, addressed as follows:
if to the Bank, to: RBC CENTURA BANK, Post Office Box 500, Rock

Inst:0020063653 Date:07/05/2006 Time:09:11

Doc Stamp-Hort : 581.50

Intang. Tax : 338.00

PK DC, Rebecca L. Norris, GULF County B:412 P:957

id or certified mail,

957

18

if to the Grantor, to: _____

The Grantor and Bank may, by written notice given hereunder, designate a different address where communications should be sent.

Section 15. WAIVER OF GRANTOR'S RIGHTS: Grantor waives any (i) rights of homestead or of exemption with regard to any of the Property, (ii) rights or claims of redemption, (iii) rights of appraisal, and (iv) rights to require marshalling of assets. Mortgagor understands that upon default hereunder, among other remedies set out herein and the Agreement, the Bank may foreclose upon the mortgaged premises and ask for a deficiency judgement pursuant to applicable law.

Section 16. MISCELLANEOUS.

(a) In the event of the subsequent passage of any law of the State of Florida deducting from the value of the land for the purposes of taxation any lien thereon, or amending in any way the laws now in force for the taxation of deeds of trust or debts secured thereby, for state or local purposes or the manner of the collection of any such taxes so as to affect the interest of the Bank, the whole sum secured by this instrument with interest thereon, at the option of the Bank, shall immediately become due, payable and collectible without notice to any party.

(b) No delay or forbearance by the Bank in exercising any or all of its rights hereunder or rights otherwise afforded by law shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default as set forth herein or in the event of any subsequent default hereunder. In the event that the Bank voluntarily or otherwise shall become a party to any suit or legal proceeding to protect the Property or to protect the title of the Grantee created by this Mortgage, the Bank shall be saved harmless and shall be reimbursed by the Grantor for any amounts paid, including all reasonable costs, charges and attorney's fees incurred in any such suit or proceeding. These amounts together with interest on the amounts at the rate set forth in the Note shall be secured by this Mortgage and their payment enforced as if they were a part of the original debt.

(c) It is specifically agreed that the parties hereto shall in no event be deemed to have contracted for a greater rate of interest than the maximum rate permitted by law. Should a greater amount be collected, it shall be construed as a mutual mistake of the parties and the excess shall be returned to the party making such a payment.

(d) All the terms and conditions of the Commitment, if any, upon which the loan hereby secured is predicated, and the Agreement pursuant to which the obligations secured hereby are incurred, are incorporated by this reference and made a part hereof, but if the terms and conditions of this Mortgage or any loan agreement conflict with the terms of the Commitment, this Mortgage and loan agreement, if any, shall control.

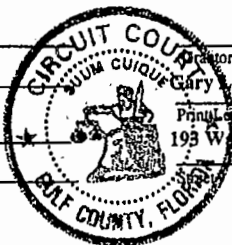
(e) The covenants, terms and conditions herein contained shall bind, and the benefits and powers shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used herein, the singular number shall include the plural, the plural the singular. If two or more parties have joined as Grantor, each of the parties shall be jointly and severally obligated to perform the conditions and covenants herein contained. Notwithstanding the foregoing, any Grantor who executes this Mortgage but who does not execute the Note hereby secured has executed the Mortgage only to subject whatever interest such Grantor has or may hereafter have in the Property, Improvements and Collateral to the lien and security interest created by this Mortgage. The term "Bank" shall include any payee of the indebtedness hereby secured and any transferee or assignee thereof, whether by operation of law or otherwise.

(f) Grantor irrevocably authorizes Bank to file such financing statements as may be necessary to protect, in Bank's opinion, Bank's security interest and lien in the Collateral and, to the extent Bank deems necessary or appropriate, to sign Grantor's name with the same force and effect as if signed by Grantor; agrees that all financing statements filed by Bank shall be binding on Grantor; agrees to pay the cost and expenses associated with the filing of all financing statements filed by Bank in connection with the security interest and lien in the Collateral granted herein; and agrees that all references to financing statement or financing statements shall include original (or initial), continuation, amendment, release, termination and other forms or types of statements permitted to be filed or recorded pursuant to the Uniform Commercial Code, Chapters 670 through 680, Florida Statutes, as enacted and amended from time to time in the State of Florida.

(g) Grantor represents to Bank the information contained in this Mortgage is true and correct; agrees to promptly inform Bank in writing of any changes therein or any inaccuracies thereto, such notices to be addressed to Bank and mailed, postage prepaid, to Post Office Box 500, Rocky Mount, NC 27802, or such other address as Bank may direct notices to be sent; and acknowledges that Bank is relying upon the information being complete, accurate and correct and that Bank is under no obligation to make an independent investigation regarding same. In furtherance of the foregoing, but without limiting the foregoing, Grantor represents its name as shown in this Mortgage is correct, and, if Grantor is not a natural person, its name as used in this Mortgage is identical to and exactly as the same is stated on its organizational documents currently on file in its jurisdiction of organization; its tax identification number or other identification number provided to Bank is correct; its mailing addresses and places of business/residence (if more than one place of business/residence, its chief executive office or primary residence) as set forth in this Mortgage or otherwise provided to Bank, are correct, as well as information provided to Bank on its jurisdiction of organization if it is not a natural person; and the location of the Collateral and all books and records relative thereto as stated in this mortgage is correct, the same is in Grantor's possession and control as noted in this Mortgage and if any of said Collateral is affixed to or growing on real property, the identity of the record owner thereof, if not Grantor, is as stated in this Mortgage.

IN WITNESS WHEREOF, this Mortgage is executed on the day and year first above written.

Witness: Michael L. Riley
Print name of Witness



(Grantor - Legal Name of Individual)
Gary Gilbert
Print Legal Name
193 Waterford Dr, Jupiter, FL 33458
City Country State Zip

Witness: Chad Wierschke
Print name of Witness

Witness: _____
Print name of Witness

(Grantor - Legal Name of Individual)
John B. Scoggins
Print Legal Name
6 Beech Knoll Dr, Canton, GA 30114
Street City Country State Zip

Witness: _____
Print name of Witness

Witness: _____
Print name of Witness

(Grantor - Legal Name of Organization)
By: _____
Name: _____
Title: _____

Witness: _____
Print name of Witness

Inst:0020063653 Date:07/05/2006 Time:09:11
Doc Stamp-Mort : 591.50
Intang. Tax : 338.00
OK DC, Rebecca L. Norris, GULF County B:412 P:958

958
Country State Zip

Section 9. ASSIGNMENT OF RENTS, LEASES AND PROFITS.

(a) As further security for the payment of the Note and for the faithful performance of all the covenants, agreements, terms and provisions of this Mortgage, the Grantor hereby sells, transfers and assigns unto the Bank all of the Grantor's right, title and interest in and to the rents, issues, profits, revenues, royalties, rights and benefits from the Property. To that end, the Grantor hereby assigns and sets over unto the Bank all leases of all or part of the Property now made, executed or delivered, whether written or verbal, or to be hereafter made, whether written or verbal (hereinafter referred to individually and collectively as "Tenants' Leases"). The Grantor hereby authorizes and empowers the Bank to collect these rents, issues, profits, revenues, royalties, rights and benefits as they shall become due and hereby directs each and all of the tenants of the Property to pay such rents, as may now be due or shall hereafter become due, to the Bank, upon demand for payment thereof by the Bank. No such demand shall be made unless and until there has been a default under the Note or the occurrence of an Event of Default under this Mortgage. Until such demand is made, the Grantor is authorized by the Bank to collect or continue collecting such rents, issues, profits, revenues, royalties, rights and benefits; provided, however, the Grantor shall not collect any rents more than two months in advance without the prior written consent of the Bank. Lender shall have all rights and remedies provided by section 697.08 Florida Statute.

(b) The Grantor covenants and agrees: (i) that it will promptly and fully keep, perform and comply with all the terms, provisions, covenants, conditions and agreements imposed upon or assumed by it as landlord (or similar designation) under the Tenants' Leases, and (ii) that it will not do, permit anything to be done, or omit or refrain from doing anything, the doing or omission of which will give any tenant a right to terminate any of the Tenants' Leases.

(c) If the Grantor shall, in any manner, fail in any of the above covenants and agreements, the Bank may (but shall not be obligated to) take any action the Bank deems necessary or desirable to prevent or cure any default by the Grantor in the performance of or compliance with any of the Grantor's covenants or obligations under any of the Tenants' Leases. The Bank shall have the right to enter upon the Property to such extent and as often as the Bank, in its sole discretion, deems necessary or desirable in order to prevent or cure any such default by the Grantor. The Bank may expend such sums of money as the Bank, in its sole discretion, deems necessary for any such purpose. The Grantor hereby agrees to pay to the Bank, immediately upon demand, all sums so expended by the Bank, together with interest thereon from the date of each such payment at the rate provided for in the Note. All sums so expended by the Bank, and the interest thereon, shall be secured by this Mortgage. The Grantor will give the Bank immediate notice by certified mail of any notice of default or notice of cancellation received from any tenant.

Section 10. CONDEMNATION. Upon the condemnation of the Property or any part thereof, the entire unpaid balance of the Note shall, at the option of the Bank, at once become due and payable. Any award paid for such taking is hereby assigned to the Bank to further secure the payments due under the Note. The Bank is hereby authorized and empowered (but not required) to collect and receive such award and is authorized to apply it in whole or in part in reduction of the then outstanding debt secured by this Mortgage, notwithstanding the fact that the debt may not then be due and payable. Any amounts so applied to principal shall be applied to the principal last maturing hereon. The Grantor agrees to execute such further assignments of any such awards as the Bank may require.

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Section 12. SECURITY AGREEMENT.

(a) This Mortgage shall constitute a security agreement with respect to all Collateral of the Grantor now owned or hereafter acquired and located upon the Property and used in the operation and maintenance of the Improvements. The Grantor hereby grants to the Bank a security interest in the Collateral including, without limitation, all boilers, all heating, air conditioning and ventilating components and systems, all lighting, electrical power, plumbing, sprinkler and water components and systems, all carpets, wall coverings, screens and drapes, all mechanical and hydraulic components and systems and all appliances (including stoves, ranges, refrigerators, disposals, dishwashers, washers and dryers, trash compactors and similar appliances) located on and used in connection with the operation or maintenance of the Improvements.

(b) With respect to those items of the Collateral which are or are to become fixtures related to the Property, this Mortgage shall constitute a financing statement filed as a fixture filing. The lien upon fixtures granted herein and perfected hereby shall be in addition to and not in lieu of any lien upon fixtures acquired under real property law.

Section 13. HAZARDOUS MATERIALS.

(a) Grantor represents and warrants that, to the best of Grantor's knowledge, after due inquiry and investigation, (i) there are no Hazardous Materials (hereinafter defined) on the Property, except those in compliance with all applicable federal, state and local laws, ordinances, rules and regulations, and (ii) no owner or occupant nor any prior owner or occupant of the Property has received any notice or advice from any governmental agency or any source whatsoever with respect to Hazardous Materials on, from or affecting the Property. Grantor covenants that the Property shall be kept free of Hazardous Materials, and neither Grantor nor any occupant of the Property shall use, transport, store, dispose of or in any manner deal with Hazardous Materials on the Property, except to the extent that such use, transport, storage or disposal shall be necessary and proper for the Grantor to use the Property and carry out the activities set forth in the loan application, commitment letter, if any, or any separate loan agreement or other agreement executed concurrently with this Mortgage, provided that such use, transport, storage, disposal or handling of Hazardous Materials on the Property shall be in compliance with all applicable federal, state and local laws, ordinances, rules and regulations. Grantor shall not, without prior notice to Bank, engage in any use or activity on the Property which results in initial use or increased use, as the case may be, of Hazardous Materials on the Property which were not disclosed to the Bank or described in the loan application, commitment letter, if any, or separate loan agreement or other agreement executed concurrently with this Mortgage. Grantor shall comply with, and ensure compliance by all occupants of the Property with all applicable federal, state and local laws, ordinances, rules and regulations, and shall keep the Property free and clear of any liens imposed pursuant to such laws, ordinances, rules or regulations. In the event that Grantor receives any notice or advice from any governmental agency or any source whatsoever with respect to Hazardous Materials on, from or affecting the Property, Grantor shall immediately notify Bank. Grantor shall promptly conduct and complete all investigations, studies, sampling, and testing, and all remedial actions necessary to clean up and remove all Hazardous Materials from the Property in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Grantor further covenants that it will promptly notify Bank of any discharge or release of Hazardous Materials on, from or affecting the Property or of any change in the nature or extent of any Hazardous Materials, substances or wastes maintained on, in or under the Property or used in connection therewith, and will transmit to Bank copies of any citations, orders, notices or other communication received with respect to any other Hazardous Materials, substances, wastes or other environmentally regulated substances affecting the Property. The term "Hazardous Materials" as used in this Mortgage shall include, without limitation, gasoline, petroleum products, explosives, radioactive materials, polychlorinated biphenyls or related or similar materials, asbestos or asbestos-containing materials or any other substance or material defined as a hazardous or toxic substance or material by any federal, state or local law, ordinance, rule, or regulation. Grantor's violation of any covenant, representation, or warranty within this Section shall be an Event of Default, and Bank may pursue all rights and remedies to which it is entitled as set forth in this Mortgage.

(b) Grantor shall protect, defend, indemnify and save harmless Bank from and against all liabilities, obligations, claims, damages, penalties, causes of action, response and clean up costs, and other costs and expenses (including without limitation reasonable attorneys' fees and expenses), imposed upon or incurred by or asserted against Bank by reason of (i) the presence, disposal, escape, seepage, leakage, spillage, discharge, emission, release or threatened release of any Hazardous Materials (as defined above in this Section) on, from, or affecting the Property or any other property; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (iii) any lawsuit brought or threatened, settlement reached, or government order relating to such Hazardous Materials; or (iv) any violation of laws, orders, regulations, requirements, or demands of government authorities which are based upon or in any way related to such Hazardous Materials, including, but not limited to, the following laws: the Comprehensive Environmental Response, Compensation, and Liability Act; the Resource Conservation and Recovery Act; the Clean Water Act; the Toxic Substances Control Act; including, without limitation, the costs and expenses of any remedial action, attorney and consultant fees, investigation and laboratory fees, court costs, and litigation expenses. Any amounts payable to Bank by reason of the application of this paragraph shall be secured by this Mortgage and shall become immediately due and payable and shall bear interest at the rate of interest specified in the Note secured hereby from the date loss of damage is sustained by Bank until paid. The obligations and liabilities of Grantor under this indemnification paragraph of this Mortgage shall survive any termination, satisfaction, assignment, entry of a judgment of foreclosure or delivery of a deed in lieu of foreclosure of this Mortgage.

(c) Notwithstanding the description of Collateral contained in this Mortgage, all Hazardous Materials (as defined in this Section) are specifically excluded from Collateral subject to this Mortgage. In addition, any and all underground storage tanks and piping located on the Property described above are specifically [check one]:

_____ included as part of the Collateral. excluded as part of the Collateral.

Section 14. NOTICES. All notices, certificates and other postage prepaid, return receipt requested, addressed as follows:

if to the Bank, to: RBC CENTURA BANK, Post Office Box 500, Ro

Inst:0020063653 Date:07/05/2006 Time:09:11
Doc Stamp-Wort : 591.50
Intang. Tax : 338.00

_____red or certified mail.

959

PK DC, Rebecca L. Norris, GULF County B:412 P:959

STATE OF ~~FLORIDA~~ Georgia
COUNTY OF Cherokee

Diane K. Tippens
Notary Public-Cherokee County, Georgia
My Commission Expires Aug. 2008

The foregoing instrument was acknowledged before me this 30 day of June, 2006 (year)

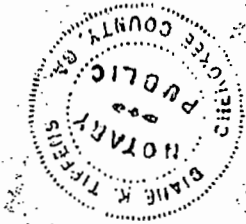
by John B. Scoggins (name of person making statement).

Diane K. Tippens (Signature of Notary Public - State of Georgia) (Notary Seal)

DIANE K. TIPPENS (Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification

Type of Identification Produced GA DL 0117A389



STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____ (year)

by _____ (name of person) as _____ (type of authority, e.g. officer, trustee, attorney in fact)

of _____ (name of party on behalf of whom instrument was executed).

(Signature of Notary Public - State of Florida) (Notary Seal)

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

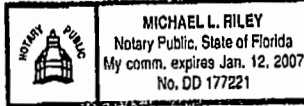
Inst:0020063653 Date:07/05/2006 Time:09:11

Doc Stamp-Not: 591.50

Intang. Tax : 338.00

ok DC, Rebecca L. Norris, GULF County B:412 P:960

STATE OF FLORIDA
COUNTY OF PALM BEACH



The foregoing instrument was acknowledged before me this 30 day of JUNE, 2006 (year)

by GARY L. GILBERT (name of person making statement).

Michael L. Riley (Signature of Notary Public - State of Florida) (Notary Seal)

MICHAEL L. RILEY (Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification _____

Type of Identification Produced FL D/L

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____ (year)

by _____ (name of person) as _____ (type of authority, e.g. officer, trustee, attorney in fact)

of _____ (name of party on behalf of whom instrument was executed).

(Signature of Notary Public - State of Florida) (Notary Seal)

(Print, Type or Stamp Commissioned Name of Notary Public)


Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

Inst:0020063653 Date:07/05/2006 Time:09:11
Doc Stamp-Worl : 591.50
Intang. Tax : 338.00
sk DC, Rebecca L. Norris, GULF County B:412 P:961

WHEN RECORDED, RETURN TO:
FIRST AMERICAN MORTGAGE SERVICES
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING

This Document Prepared By:
NINA MCPHERSON
PNC MORTGAGE, A DIVISION OF PNC BANK,
NATIONAL ASSOCIATION
3232 NEWMARK DR
MIAMISBURG, OH 45342
(888) 224-4702

When recorded call to: #7964382
First American Title 
Loss Mitigation Title Services 11759.1
P.O. Box 27670
Santa Ana, CA 92799
RE: SCOGGINS - PROPERTY REPORT

Inst:201323001687 Date:4/23/2013 Time:1:05 PM
Doc Stamp-Mort:0.00 Int Tax:0.00
BLD DC, Rebecca L. Norris, Gulf County B:536 P:191

Tax/Parcel No. 03339-200R

[Space Above This Line for Recording Data]

Original Principal Amount: \$169,000.00

Prev. Rec. Mod. Loan Amt: \$0.00

Unpaid Principal Amount: \$116,759.24

Investor No.:

New Principal Amount \$116,759.24

Loan No: 1000064929

New Money (Cap): \$ 0.00

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement") made as of this 1ST day of MARCH, 2013, (the "Effective Date") between GARY L. GILBERT AND JOHN B. SCOGGINS, TENANTS IN COMMON (individually and collectively, the "Borrower") whose address is 6 BEECH KNOLL DR, CANTON, GA 30114 and PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION (the "Lender"), whose address is 3232 NEWMARK DR, MIAMISBURG, OH 45342, for itself and its successors and assigns, (the "Lender"), amends and supplements (1) the note dated JUNE 30, 2006, as it may previously have been amended, (the "Note") and (2) the Mortgage, Deed of Trust or Security Deed, (the "Security Instrument"), bearing the same date as and securing, the Note and recorded on JULY 5, 2006 in INSTRUMENT NO. 0020063653 BOOK 412 PAGE 954, of the OFFICIAL Records of GULF COUNTY, FLORIDA which covers the real and personal property described in the Security Instrument and defined therein as the "Property" commonly known as

108 W MARSH LINE RD, PORT ST JOE, FLORIDA 32456
(Property Address)

the real property described being set forth as follows:

LOT 20, EAST BAY PLANTATION, ACCORDING TO THE OFFICIAL PLAT THEREOF, RECORDED IN PLAT BOOK 4, AT PAGE 37, OF THE PUBLIC RECORDS OF GULF COUNTY, FLORIDA.

The Note and Security Instrument together, as they may previously have been amended, are referred to as the "Loan Documents." The Borrower and Lender are sometimes collectively referred to together as the "Parties" and each as a "Party." Capitalized terms used in this Agreement and not defined herein have the meaning given to them in the Loan Documents.

In consideration of the mutual promises and agreements exchanged, and intending to be legally bound, the Parties hereto agree as follows:

1. The new Maturity date will be: **MARCH 1, 2028**
2. The modified principal balance of the Note will include all amounts and arrearages that will be past due as of the Effective Date, consisting of: (a) the unpaid principal balance of the sums loaned to Borrower by Lender, plus (b) any unpaid and deferred interest, fees, escrow advances and other costs (collectively, the "Unpaid Amounts"), less (c) any amounts paid to Lender but not previously credited to the Loan. The new principal balance of the Note will be **\$116,759.24** (the "New Principal Balance"). Borrower understands and agrees that by agreeing to add the Unpaid Amounts to the New Principal Balance, the added Unpaid Amounts, including unpaid interest, accrue interest based on the interest rate(s) in effect under this Agreement. Interest at the rate of **2.6250%**, will begin to accrue on the New Principal Balance as of **MARCH 1, 2013** and the first new monthly payment on the New Principal Balance will be due on **APRIL 1, 2013**. The payment schedule for the modified Loan, including interest rate and payment changes, is as follows:

Months	Interest Rate per Annum	Interest Rate Change Date	Monthly Principal and Interest Payment Amount	Estimated Monthly Escrow Payment Amount [If Applicable]*	Total Monthly Payment*	Payment Begins On	Number of Monthly Payments
1-180	2.6250%	03/01/2013	\$785.43 **	\$0.00 May adjust periodically	\$785.43 May adjust periodically due to escrow account, if any	04/01/2013	180

*If the Loan has an escrow account, the escrow payments may be adjusted periodically in accordance with applicable law and therefore the Borrower understands that the total monthly payment may change accordingly.

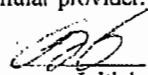
**The final payment shall be an amount equal to: (a) the unpaid balance of the New Principal Balance; plus (b) all accrued and unpaid interest on the New Principal Balance; plus all other amounts owed under this Agreement.

3. The terms in Section 2 shall supersede any provisions to the contrary in the Loan Documents, including, but not limited to, provisions for an adjustable or step interest rate or interest only payment period.
4. If the Lender has not received the full amount of any monthly payment owed under Section 2 by the end of 15 calendar days after the date it is due, Borrower will pay a late charge to Lender in the amount of 5.0000% of the overdue payment of principal and interest. Borrower will pay this late charge promptly but only once on each late payment.
5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt
6. Borrower will be in default if Borrower does not comply with the terms of the Loan Documents as modified by this Agreement. If on the Maturity Date Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, Borrower will pay these amounts in full. In the event of a default under the Loan Documents, as amended by this Agreement, interest will accrue on the unpaid amount of the New Principal Balance, including after acceleration, at the rate set forth in Section 2.
7. Borrower understands and agrees to the following:
 - a. All persons who signed the Loan Documents, or their authorized representative(s) have signed this Agreement, unless: (i) a borrower or co-borrower is deceased; (ii) the borrower and co-borrower are divorced and the Property has been transferred to one spouse in the divorce decree, the spouse who no longer has an interest in the Property need not sign this Agreement (although the non-signing spouse may continue to be held liable for the obligation under the Loan Documents); or (iii) the Lender has waived this requirement in writing. Any Borrower who signs this Agreement but did not sign the Note is not personally obligated to pay the sums secured by the Security Instrument as modified by this Agreement.

- b. This Agreement shall supersede the terms of any modification, forbearance, or workout plan that Borrower has previously entered into with Lender.
- c. To comply, except to the extent that they are modified by this Agreement, with all covenants, agreements, and requirements of the Loan Documents, including without limitation, Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, Escrow Items, impounds, and all other payments that Borrower is obligated to make under the Security Instrument, the amount of which may change periodically over the term of the Loan.
- d. That the Loan Documents are composed of duly valid, binding agreements, enforceable in accordance with their terms and are hereby reaffirmed.
- e. That: (i) all terms and provisions of the Loan Documents, except as expressly modified by this Agreement, remain in full force and effect, including, but not limited to, Lender's rights and remedies under the Loan Documents; (ii) nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the Loan Documents; and (iii) that except as otherwise specifically provided in, and as expressly modified by, this Agreement, Borrower will be bound by, and will comply with, all of the terms and conditions of the Loan Documents.
- f. As of the Effective Date, notwithstanding any other provision of the Loan Documents, if all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by the Security Instrument. However, Lender shall not exercise this option if applicable law, rules or regulations prohibit the exercise of such option as of the date of such sale or transfer. If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by the Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument.
- g. All costs and expenses incurred by Lender in connection with this Agreement, including recording fees, title examination, and attorney's fees, shall be paid by the Borrower and shall be secured by the Security Instrument, unless stipulated otherwise by Lender in writing.
- h. Borrower will cooperate fully with Lender in obtaining any title endorsement(s), or similar title insurance product(s), and/or subordination agreement(s) that are necessary or required by the Lender's procedures to ensure that the loan as modified is in first lien position and/or is fully enforceable upon modification and that if, under any circumstance and notwithstanding anything else to the contrary in this Agreement, the Lender does not receive such title endorsement(s), title insurance product(s) and/or subordination agreement(s), then the terms of this Agreement will not become effective on the Effective Date and this Agreement will be null and void.
- i. That Borrower will execute and deliver such other documents as may be reasonably necessary to either: (i) consummate the terms and conditions of this Agreement or (ii) correct the terms and conditions of this Agreement if an error is detected after the Effective Date.

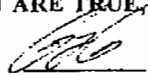
Borrower understands that a corrected Agreement will be provided to Borrower and, upon execution by Borrower, the corrected Agreement will supersede this Agreement. If Borrower elects not to sign any such corrected Agreement, the terms of the original Loan Documents shall continue in full force and effect and such terms will not be modified by this Agreement.

- j. That, as of the Effective Date, Borrower understands that Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of the Property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- k. That Lender will collect and record personal information, including, but not limited to, Borrower's name, address, telephone number, social security number, credit score, income, payment history and information about account balances and activity. In addition, Borrower understands and consents to the disclosure of Borrower's personal information to any insurer that insures this Loan or any investor, guarantor or servicer that insures or owns, guarantees, insures or services Borrower's subordinate lien (if applicable) mortgage loan.
- l. That Borrower consents to receiving calls, including calls using an automatic telephone dialing system or an artificial or prerecorded voice, and text messages from Lender or any of its affiliates, agents or third party representatives at any and all of Borrower's telephone numbers, including, but not limited to, Borrower's wireless (mobile/cellular) number, for servicing purposes, including debt collection, with respect to this Agreement and the Loan Documents, the Loan account related thereto and any other account at Lender or any of its affiliates. These calls and messages may incur access fees from Borrower's cellular provider. Lender may monitor telephone calls with Borrower to assure quality service.


Initials

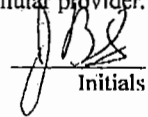
- m. That if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true terms and conditions of the Loan as modified, or is otherwise missing, Borrower will comply with the Lender's request to acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary (all such documents are the "Documents"). Borrower agrees to deliver the Documents within ten (10) days after Borrower receives the lender's written request for such replacement.

8. UNDER PENALTY OF PERJURY, ALL DOCUMENTS AND INFORMATION BORROWER HAS PROVIDED TO LENDER IN CONNECTION WITH THIS AGREEMENT ARE TRUE, COMPLETE AND CORRECT.


Initials

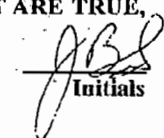
Borrower understands that a corrected Agreement will be provided to Borrower and, upon execution by Borrower, the corrected Agreement will supersede this Agreement. If Borrower elects not to sign any such corrected Agreement, the terms of the original Loan Documents shall continue in full force and effect and such terms will not be modified by this Agreement.

- j. That, as of the Effective Date, Borrower understands that Lender will only allow the transfer and assumption of the Loan, including this Agreement, to a transferee of the Property as permitted under the Garn St. Germain Act, 12 U.S.C. Section 1701j-3. A buyer or transferee of the Property will not be permitted, under any other circumstance, to assume the Loan. Except as noted herein, this Agreement may not be assigned to, or assumed by, a buyer or transferee of the Property.
- k. That Lender will collect and record personal information, including, but not limited to, Borrower's name, address, telephone number, social security number, credit score, income, payment history and information about account balances and activity. In addition, Borrower understands and consents to the disclosure of Borrower's personal information to any insurer that insures this Loan or any investor, guarantor or servicer that insures or owns, guarantees, insures or services Borrower's subordinate lien (if applicable) mortgage loan.
- l. That Borrower consents to receiving calls, including calls using an automatic telephone dialing system or an artificial or prerecorded voice, and text messages from Lender or any of its affiliates, agents or third party representatives at any and all of Borrower's telephone numbers, including, but not limited to, Borrower's wireless (mobile/cellular) number, for servicing purposes, including debt collection, with respect to this Agreement and the Loan Documents, the Loan account related thereto and any other account at Lender or any of its affiliates. These calls and messages may incur access fees from Borrower's cellular provider. Lender may monitor telephone calls with Borrower to assure quality service.


Initials

- m. That if any document related to the Loan Documents and/or this Agreement is lost, misplaced, misstated, inaccurately reflects the true terms and conditions of the Loan as modified, or is otherwise missing, Borrower will comply with the Lender's request to acknowledge, initial and deliver to the Lender any documentation the Lender deems necessary (all such documents are the "Documents"). Borrower agrees to deliver the Documents within ten (10) days after Borrower receives the lender's written request for such replacement.

8. UNDER PENALTY OF PERJURY, ALL DOCUMENTS AND INFORMATION BORROWER HAS PROVIDED TO LENDER IN CONNECTION WITH THIS AGREEMENT ARE TRUE, COMPLETE AND CORRECT.


Initials

In Witness Whereof, the Lender has executed this Agreement.

PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION

By Amber Johnston
Authorized Agent

(print name)
(title)

3-18-13

Date

[Space Below This Line for Acknowledgments]

LENDER ACKNOWLEDGMENT

State of OHIO

County of MONTGOMERY

The foregoing instrument was acknowledged before me this 3-18-13

(date) by **AMBER JOHNSTON**, the **AUTHORIZED AGENT** of **PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION**, a _____

corporation, on behalf of the corporation

Keith J. Bennett
Notary Public

KEITH J. BENNETT
NOTARY PUBLIC • STATE OF OHIO
Recorded in Montgomery County
My commission expires Sept. 30, 2015

My commission expires: _____



PNC MORTGAGE, A DIVISION OF PNC BANK, NATIONAL ASSOCIATION
3232 NEWMARK DR
MIAMISBURG, OH 45342

In Witness Whereof, I have executed this Agreement.

[Signature] (Seal)
Borrower
GARY L GILBERT
3/8/13
Date

____ (Seal)
Borrower
JOHN B SCOGGINS

Date

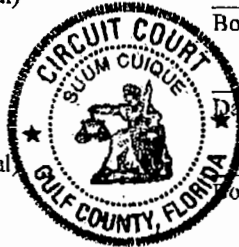
____ (Seal)
Borrower

Date

____ (Seal)
Borrower

Date

Sandra Johnson (Seal)
~~Borrower~~ Witness
3-8-2013
Date



____ (Seal)
Borrower

Date

____ [Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF Duval

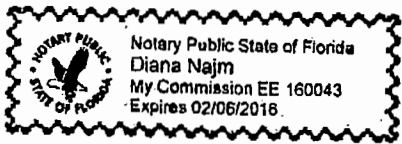
The foregoing instrument was acknowledged before me this 8th day of March 2013 by
GARY L GILBERT, ~~JOHN B SCOGGINS~~ who is personally known to me or who has produced
driver license as identification

Diana Najm
(Signature of person taking acknowledgement)

Diana Najm
(Name typed, printed or stamped)

AVP-Lending
(Title or rank)

(serial number, if any)



In Witness Whereof, I have executed this Agreement.

(Seal)
Borrower
GARY L GILBERT

John B Scoggins (Seal)
Borrower
JOHN B SCOGGINS

Date

(Seal)
Borrower

Date
3/7/13

(Seal)
Borrower

Date

(Seal)
Borrower

Date

(Seal)
Borrower

Date

Date

[Space Below This Line for Acknowledgments]

BORROWER ACKNOWLEDGMENT

STATE OF ~~FLORIDA~~ Georgia
COUNTY OF Cherokee

The foregoing instrument was acknowledged before me this 3/7/13 by
GARY L GILBERT, JOHN B SCOGGINS who is personally known to me or who has produced
Driver's License as identification

Oli Garcia
(Signature of person taking acknowledgement)

Olimarys Garcia
(Name typed, printed or stamped)

Notary Public
(Title or rank)

(serial number, if any)



SCOGGINS
46820975 FL
FIRST AMERICAN ELS
MODIFICATION AGREEMENT



APPLICATION FOR TAX DEED
Section 197.502, Florida Statutes

DR-512
R.04/16
Rule12D-16.002
F.A.C
Eff. 04/16

To: Tax Collector of Gulf County, Florida

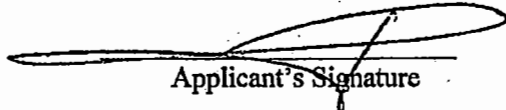
I, IDE Technologies INC, hold
the listed
certificates tax and submit them to the tax collector.

Certificate Number	Date	Legal Description
645	6/2/2020	03339-200R

I agree to:

- pay all delinquent taxes
- redeem all outstanding certificates plus interest and,
- pay all delinquent, omitted, or current taxes and interest covering the property.

I agree to pay all tax collector's fees, ownership and encumbrance report costs, clerk of the court costs, charges and fees and sheriff's costs, if applicable. Attached is the tax certificate on which this application is based, and all other certificates of the same legal description, which are in my possession.


Applicant's Signature

5/3/2022
Application Date

CERTIFICATION OF TAX DEED APPLICATION
 Sections 197.502 and 197.542 , Florida Statutes

513
 07/19
 Page 1 of 2

Part 1: Tax Deed Application Information			
Applicant	IDE TECHNOLOGIES INC	Application Date	05/13/2022
Property description	03339-200R	Certificate #	645
	EAST BAY PLANTATION PB 4 P 37 LOT 20 ORB 345/540 FR RISH & GIBSON ORB 648/11 PR FR SCOGGINS MAP 12	Date certificate issued	05/29/2020

Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application				
Column 1 Certificate Number	Column 2 Date of Sale	Column 3 Face Amount of Cert	Column 4 Interest	Column 5 Total (Column 3 + Column 4)
645	05/29/20	293.43	68.95	362.38
Part 2 Total:				362.38

Part 3: Other Certificates Redeemed by Applicant (Other than County)					
Column 1 Certificate Number	Column 2 Date of Sale	Column 3	Column 4 Tax Collectors Fee	Column 5 Interest	Total (Col3 + Col4 + Col5)
536	05/31/19	296.74	6.25	122.38	425.37
458	05/28/21	299.17	6.25	43.37	348.79
Part 3 Total:					774.16

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)	1136.54
2. Delinquent taxes paid by the applicant	297.98
3. Current taxes paid by the applicant	.00
4. Property information report fee	150.00
5. Tax Deed Application Fee	75.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instr.)	149.36
7. Total Paid (Lines 1-6)	1808.88

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

GULF County, Florida

Christina S. DiCarlo

 Signature Tax Collector or Designee

Date December 27, 2022

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

PROPERTY I.D. NUMBER	ESCROW CD	EXEMPTIONS	DIST CD
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TAX BILL NUMBER

SHIRLEY J. JENKINS
1000 CECIL G. COSTIN, SR. BLVD
ROOM 147
PORT ST. JOE, FL 32456
Application for Tax Deed Receipt

MAILING ADDRESS: 1000 COSTIN BLVD., RM. 147, PORT ST. JOE FL 32456 • (850)-229-5353 • www.gulfcountytaxcollector.com

AD VALOREM TAXES		TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION VALUE	TAXABLE VALUE	TAXES LEVIED
Base Certificate D 0000645	2020				PARCEL# 03339-200R		
Tax Deed Bill 0845800 D 2020					GULF		
				OWNER: GILBERT GARY L & MICHAEL W SCOGGINS ET AL 287 BALEARICS DR SAINT AUGUSTINE FL 32086			
Application Fee	75.00						
Title Search Fee	150.00						
Total Paid	225.00	Holder - 9990854 IDE TECHNOLOGIES INC 3641 N 52 AVENUE HOLLYWOOD, FL 33021					
TOTAL MILLAGE				AD VALOREM TAXES			

RETAIN THIS PORTION FOR YOUR RECORDS
WALK-IN CUSTOMERS
PLEASE BRING FOR RECEIPT

NON-AD VALOREM ASSESSMENTS		TAXING AUTHORITY	RATE	AMOUNT
		EAST BAY PLANTATION PB 4 P 37 LOT 20 ORB 345/540 FR RISH & GIBSON ORB 648/11 PR FR SCOGGINS MAP 12		
		NON-AD VALOREM ASSESSMENTS		

COMBINED TAXES AND ASSESSMENTS See reverse side for important information

IF PAID BY:						
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PROPERTY I.D. NUMBER	ESCROW CD	EXEMPTIONS	DIST CD
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TAX BILL NUMBER

***** PAID *****
5/13/2022 2022049 DR-01
R 0845800-D 2019 225.00
PAYER: TDA-IDE TECHNOLOGIE

PLEASE PAY IN U.S. FUNDS TO SHIRLEY J. JENKINS, TAX COLLECTOR, 1000 COSTIN BLVD., RM. 147, PORT ST. JOE FL 32456 • (850) 229-5353

IF PAID BY:						
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PROPERTY I.D. NUMBER	ESCROW CD	EXEMPTIONS	DIST CD

TAX BILL NUMBER

SHIRLEY J. JENKINS
 1000 CECIL G. COSTIN, SR. BLVD
 ROOM 147
 PORT ST. JOE, FL 32456
 Tax Sale Certificate Redemption Receipt

MAILING ADDRESS: 1000 COSTIN BLVD., RM. 147, PORT ST. JOE FL 32456 • (850)-229-5353 • www.gulfcountytaxcollector.com

AD VALOREM TAXES			
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	TAXES LEVIED
Certificate I 0000458 2021 For Unpaid 2020 Taxes Bill # R 0844000 2020			PARCEL# 03339-200R GULF
Certificate Interest		299.17 43.37	OWNER: GILBERT GARY L & MICHAEL W SCOGGINS ET AL 287 BALEARICS DR SAINT AUGUSTINE FL 32086
Redemption Fee		6.25	
Total Paid		348.79	Holder - 9990932 MATHON TAX CERT 2019, LLC & US CENTURY BANK 8724 SW 72 STREET, SUITE 531 MIAMI, FL 33173
TOTAL MILLAGE		AD VALOREM TAXES	

RETAIN THIS PORTION FOR YOUR RECORDS
 WALK-IN CUSTOMERS
 PLEASE BRING FOR RECEIPT

NON-AD VALOREM ASSESSMENTS		
TAXING AUTHORITY	RATE	AMOUNT
		EAST BAY PLANTATION PB 4 P 37 LOT 20 ORB 345/540 FR RISH & GIBSON ORB 648/11 PR FR SCOGGINS MAP 12
NON-AD VALOREM ASSESSMENTS		

COMBINED TAXES AND ASSESSMENTS See reverse side for important information

IF PAID BY:						
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PROPERTY I.D. NUMBER	ESCROW CD	EXEMPTIONS	DIST CD

TAX BILL NUMBER

***** PAID *****
 5/13/2022 0026131 DR-01
 R 0844000-I 2020 348.79
 PAYER: TDA-IDE TECHNOLOGIE

PLEASE PAY IN U.S. FUNDS TO SHIRLEY J. JENKINS, TAX COLLECTOR, 1000 COSTIN BLVD., RM. 147, PORT ST. JOE FL 32456 • (850) 229-5353

IF PAID BY:						
-------------	--	--	--	--	--	--

SHIRLEY J. JENKINS
GULF COUNTY TAX COLLECTOR

2021 RE. REMINDER NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY I.D. NUMBER	ESCROW CD	EXEMPTIONS	DIST CD
03339-200R			0008

TAX BILL NUMBER: R0857100 DELINQUENT TAX FOR PRIOR YEARS: 1.490

GILBERT GARY L & MICHAEL W
 SCOGGINS ET AL
 287 BALEARICS DR
 SAINT AUGUSTINE FL 32086

1.***** PAID *****
 EAST B 5/13/2022 0008111 DR-010
 LOT 20R0857100 2021 \$297.98
 ORB 34PAYER: IDE TECHNOLOGIE
 ORB 648/11 PR FR SCOGGINS
 SITE: W MARSH LINE RD WEWAHITCHKA 32465

MAILING ADDRESS: 1000 COSTIN BLVD., RM. 147, PORT ST. JOE FL 32456 • (850)-229-5353 • www.gulfcountytaxcollector.com

AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION VALUE	TAXABLE VALUE	TAXES LEVIED
COUNTY	.00680000	18,700		18,700	127.16
SCHOOL-LRE	.00363100	21,600		21,600	78.43
SCHOOL-DISC	.00257700	21,600		21,600	55.66
NW FL WATER MGM	.00002940	18,700		18,700	5.55
OVERSTREET FIRE	.00050000	18,700		18,700	9.35
TOTAL MILLAGE		.01353740	AD VALOREM TAXES		

RETAIN THIS PORTION FOR YOUR RECORDS
 WALK-IN CUSTOMERS
 PLEASE BRING FOR RECEIPT

* If the taxes for year 2021 on your property are not paid, a tax certificate will be sold for the taxes and your property may be sold at a future date. Contact the Tax Collector's Office at once.

NON-AD VALOREM ASSESSMENTS		
ISSUING AUTHORITY	RATE	AMOUNT
NON-AD VALOREM ASSESSMENTS		

COMBINED TAXES AND ASSESSMENTS See reverse side for important information

IF PAID BY:	APRIL 1-30 279.28	MAY 1-30 297.98	TAX SALE MAY 31ST
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SHIRLEY J. JENKINS
GULF COUNTY TAX COLLECTOR

2021 RE. REMINDER NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY I.D. NUMBER	ESCROW CD	EXEMPTIONS	DIST CD
03339-200R			0008

TAX BILL NUMBER: R0857100 DELINQUENT TAX FOR PRIOR YEARS: 1.490

GILBERT GARY L & MICHAEL W
 SCOGGINS ET AL
 287 BALEARICS DR
 SAINT AUGUSTINE FL 32086

1.490
 EAST BAY PLANTATION PB 4 P 37
 LOT 20
 ORB 345/540 FR RISH & GIBSON
 ORB 648/11 PR FR SCOGGINS
 ***** PAID *****
 5/13/2022 0008111 DR-01
 R0857100 2021 \$297.98
 PAYER: IDE TECHNOLOGIE

PLEASE PAY IN U.S. FUNDS TO SHIRLEY J. JENKINS, TAX COLLECTOR, 1000 COSTIN BLVD., RM. 147, PORT ST. JOE FL 32456 • (850) 229-5353

IF PAID BY:	APRIL 1-30 279.28	MAY 1-30 297.98	TAX SALE MAY 31ST
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RETURN WITH PAYMENT

MAILING LIST

PROPERTY I.D. NUMBER: 03339-200R

OWNER NAME: Gary L Gilbert, Michael W Scoggins, Warren M Scoggins, Robert C Scoggins & Christopher Scoggins

NOTES

NAME	ADDRESS	ADDRESS2	CITY	ST	ZIP
1 Gary L Gilbert	287 Balearics Dr		Saint Augustine	FL	32086
2 Gary L Gilbert	193 Waterford Drive		Jupiter	FL	33458
3 Gary L Gilbert	6 Beech Knoll Dr		Canton	GA	30114
4 Michael W Scoggins	287 Balearics Dr		Saint Augustine	FL	32086
5 Michael W Scoggins	118 Pine St		Port St Joe	FL	32456
6 Warren M Scoggins	287 Balearics Dr		Saint Augustine	FL	32086
7 Warren M Scoggins	770 Hwy 98		Port St Joe	FL	32456
8 Robert C Scoggins	287 Balearics Dr		Saint Augustine	FL	32086
9 Robert C Scoggins	6566 Farm Rd		Wewahitchka	FL	32465
10 Christopher Scoggins	287 Balearics Dr		Saint Augustine	FL	32086
11 Christopher Scoggins	180 Walraven Way		Calhoun	GA	30701
12 John B Scoggins	193 Waterford Drive		Jupiter	FL	33458
13 John B Scoggins	6 Beech Knoll Dr		Canton	GA	30114
14 William J Rish Jr	PO Box 9		Port St Joe	FL	32457
15 William J Rish Jr	PO Box 39		Port St Joe	FL	32457
16 Thomas S Gibson	PO Box 39		Port St Joe	FL	32457
17 Stanley B Roberson	PO Box 457		Port St Joe	FL	32457
18 RBC Centura Bank	PO Box 500		Rocky Mount	SC	27802
19 Nina McPherson PNC Mortgage	3232 Newmark Dr		Miamisburg	OH	45342
20 IDE Technologies Inc	3641 N 52 Avenue		Hollywood	FL	33021

Personal Representative of the Estate of John B Scoggins Jr.

Personal Representative of the Estate of John B Scoggins Jr.

Personal Representative of the Estate of John B Scoggins Jr.

Personal Representative of the Estate of John B Scoggins Jr.

Deceased

Deceased

Certificate Holder

CONTIGUOUS PROPERTY OWNERS

21 Carl Y Bell	16 Meadowlark Circle		Crossville	TN	38558	03339-195R
22 Donna Sue Brasel	16 Meadowlark Circle		Crossville	TN	38558	03339-195R
23 Charles A Hebert	PO Box 1702		Scott	LA	70583	03339-205R
24 Wesley J Jones	214 Gautier Memorial Lane		Port St Joe	FL	32456	03339-015R
25 Heather T Jones	214 Gautier Memorial Lane		Port St Joe	FL	32456	03339-015R
26						
27						
28						
29						
30						

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
IDE Technologies, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
3641 N.52 Ave

6 City, state, and ZIP code
Hollywood Fl 33021

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-			
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or

Employer Identification number

6	5	-	0	7	2	2	8	6	8
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

I am aware that federal law provides for imprisonment and/or fines for false statements, or use of false documents in connection with the completion of this form. I acknowledge that I have read and reviewed the information on this form and in Part I and Part II. I attest, under penalty of perjury, that all of the information provided is complete and accurate.

Sign Here Signature of U.S. person _____ Date ▶ **02-11-2021**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.