IN THE CIRCUIT COURT FOR HILLSBOROUGH COUNTY, FLORIDA

NEW MILLENNIAL, L.C., SUCCESSOR IN INTEREST TO GLORIA J. GUNTER, SUCCESSOR IN INTEREST TO ALASKAN VENTURE, LLC, SUCCESSOR IN INTEREST TO ARIZONA PACIFIC, L.P.

Plaintiff,

vs.

CASE NO: 05 07819
DIVISION: DIVISION K
UNC:

[redacted], et al,

Defendant(s).

SUMMONS ON A NATURAL PERSON

THE STATE OF FLORIDA: To each Sheriff of the State:

YOU ARE COMMANDED to serve this summons and a copy of the Complaint or Amended Complaint in the above styled cause upon the defendant(s).

AP5592 42

[redacted]
4905 34TH STREET SOUTH

ST. PETERSBURG, FL 33711

9/13/05 2:25 PM

Each Defendant is hereby required to serve written defenses to said Complaint or Amended Complaint on plaintiff's attorney, whose name and address is:

JARY C. NIXON, of NIXON FIRM, LLC----Bar No. 058873
3105 W. WATERS AVE., SUITE 204, TAMPA, FLORIDA 33614
Litigation phone #: (813) 258-8741

within 20 days after service of this summons upon that defendant, exclusive of the date of service and to file the original of said written defenses with the Clerk of said Court either before service on plaintiff's attorney or immediately thereafter., If a defendant fails to do so, a default will be entered against that defendant for the relief demanded in the Complaint or Application.

WITNESS the hand and Seal of the Court on Sept 2, 2005

Clerk of Circuit and County Courts, HILLSBOROUGH County

(COURT SEAL) BY: _____
Deputy Clerk

7349*08/31/2005*

IN ACCORDANCE WITH THE AMERICAN WITH DISABILITIES ACT, PERSONS WITH DISABILITIES NEEDING A SPECIAL ACCOMMODATION TO PARTICIPATE IN THIS PROCEEDING SHOULD CONTACT THE A.D.A. ADMINISTRATOR FOR THE CLERK OF THE COURT NOT LATER THAN 7 DAYS PRIOR TO THE PROCEEDING. AT ADA ADMINISTRATOR TELEPHONE 813-272-7040, TDD 813-276-2088
* IF HEARING IMPAIRED, (TDD) 1-800-955-8771, VOICE 1-800-955-8770. THIS IS NOT A COURT INFORMATION LINE.

IMPORTANT

A lawsuit has been filed against you. You have 20 calender days after this Summons is served on you to file a written response to the attached complaint with the clerk of this court. A phone call will not protect you. Your written response, including the case number given above and the names of the parties, must be filed if you want the Court to hear your side of the case. If you do not file your response on time you may lose the case, and your wages, money and property may thereafter be taken without further warning from the court. There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may call an attorney referral service or a legal aid office (listed in the phone book). If you choose to file a written response yourself, at the same time you file your written response to the court you must also mail or take a copy of your response to the Plantiff/Plantiff's Attorney named above.

IMPORTANTE

Usted ha sido demandado legalmente. Tiene 20 dias, contados a partir del recibo da exta notificacion, para contestar la demanda adjunta, por escrito, y presentarla ante este tribunal. Una llamada telefonica no le protegera. Si usted desea que el tribunal considere su defensa, debe presentar su respuesta por escrito, incluyendo el numero del caso y los nombres de las partes interesadas. Si usted no contesta la demanda a tiempo, pudiese perder el caso y porida ser despojado de sus ingresos y propiedades, o privado de sus derechos, sin previo aviso del tribunal. Existen otros requistos legales. Si lo desea, puede usted consultar a un abogado, puede llamar a una de las oficinas de asistencia legal que aparecen en la guia telefonica. Si deseas responder a la demanda por su cuenta, al mismo tiempo en que presenta su respuesta ante el tribunal, debera usted enviar por correo o entregar una copia de su respuesta a la persona denominada abajo como Plantiff/Plantiff's Attorney (Demandante o Abogado del Demandante).

IMPORTANT

Des poursuites judiciaires ont ete enterprises contre vous. Vous avez 20 jours consecutifs a partir de la date de l'assignation de cette citation pour deposer une reponse ecrite a la partie ci jointeaupres de ce tribunal. Un simple coup de telephone est insuffisant pour vous proteger. Vous etes obligé de deposer votre reponse ecrite, avec mention du numero de dossier ci-dessus et du nom des parties nommees ici, si vous souhaitez que le tribunal entende votre cause. Si vous ne deposez pas votre reponse ecrite dans le relai requis, vous risquez de perdre la cause ainsi que votresalaire, votre argent, et vos biens peuvent etre saisis par la suite, sans aucun preavis ulterieur du tribunal. Il y a d'autresobligations juridiques et vous pouvez requerir les services immediats d'un avocat. Si vous ne connaissez pas d'avocat, vous pourriez telephoner a un service de reference d'avocats ou a un bureau d'assistance juridique (figurant a l'annuaire de telephones). Si vous choisissez de deposer vous meme une réponse ecrite, il vous faudra egalement, en meme temps que cette formalite, faire parvenir ou expedier une copie de votre reponse ecrite au Plantiff/Plantiff's Attorney (Plaignant ou a son avocat) nomme ci dessous.

IN THE CIRCUIT COURT FOR HILLSBOROUGH COUNTY, FLORIDA

NEW MILLENNIAL, L.C., SUCCESSOR IN INTEREST TO GLORIA J. GUNTER, SUCCESSOR IN INTEREST TO ALASKAN VENTURE, LLC, SUCCESSOR IN INTEREST TO ARIZONA PACIFIC, L.P.

05 07819

Plaintiff,

vs.

CASE NO:
DIVISION:
UCN:

DIVISION K

[redacted]; [redacted];

Defendant(s).

ACTION TO QUIET TITLE

COMES NOW the Plaintiff, NEW MILLENNIAL, L.C., SUCCESSOR IN INTEREST TO GLORIA J. GUNTER, SUCCESSOR IN INTEREST TO ALASKAN VENTURE, LLC, SUCCESSOR IN INTEREST TO ARIZONA PACIFIC, L.P., by its undersigned attorneys, and sues the defendant(s) JAMES CLAYTON OSTEEN; NORMAN LINTON; and any and all heirs, devisees, grantees, assignees, lienors, creditors, trustees or other claimants, claiming by, through, under or against any or all of said Defendants who are not known to be be dead or alive, and for its complaint, states as follows:

1. This is an action to quiet title to real property under a tax deed pursuant to the provisions of Florida Statute 65.081.

2. On March 20, 2001, Plaintiff received a tax deed to the following described real property:

LOT 18, BLOCK 44, GRANT PARK ADDITION, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 55 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, ALL LYING AND BEING IN SECTION 10, TOWNSHIP 29 SOUTH, RANGE 19 EAST.

A true copy of said tax deed being recorded in the Public Records of HILLSBOROUGH County, Florida, in Official Records Book 10678 at page 1616, and a copy of the tax deed is attached hereto as Exhibit A and incorporated herein by reference.

3. Prior to the time of the issuance of said tax deed, the record owners of the subject property were [redacted].

4. The following named defendant(s) may claim an interest in the subject property, but their interest, if any, is subordinate and inferior to that of the Plaintiff herein:

A. The defendant [redacted], by virtue of a claim based on a MORTGAGE recorded in OR Book 6636 at Page 1964, Public Records of HILLSBOROUGH County, Florida.

5. All conditions precedent to this action have been met or waived.

WHEREFORE, Plaintiff demands judgment quieting title in and to the subject property in favor of the Plaintiff, and against all Defendant(s), the premises considered.

Dated: August 31, 2005

NIXON FIRM, LLC

By: _____
JARY C. NIXON- Bar No. 058873
VICTOR H. VESCHIO- Bar No.0136794
TARY L. NIXON- Bar No. 0152194

3105 W. WATERS AVE., SUITE 204
Tampa, FL 33614 Phone(813)258-8741

Fore 7349*08/31/2005*MGC

ATTACH: COPY OF TAX DEED LABELLED EXHIBIT A

Prepared by:
Fuentes and Kreischer Title Co.
1407 West Busch Boulevard
Tampa, Florida 33612

File Number: 05-1183-TL

General Warranty Deed

Made this August 22, 2005 A.D. By **Gloria J. Gunter**, , hereinafter called the grantor, to **New Millennial, LC**, whose post office address is: 7303 N. Nebraska Avenue, Tampa, Florida 33604, hereinafter called the grantee:

(Whenever used herein the term "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 Ten Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Hillsborough County, Florida, viz:

Lot 18, Block 44, GRANT PARK ADDITION, according to the map or plat thereof as recorded in Plat Book 7, Page 55 of the Public Records of Hillsborough County, Florida.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: **41944.0000**

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2005.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Printed Name JUDITH PAZ BURNETT

Witness Printed Name Jenny Murphy

Gloria J. Gunter (Seal)
Gloria J. Gunter
Address:

(Seal)
Address:

State of Florida
County of Hillsborough

The foregoing instrument was acknowledged before me this 22nd day of August, 2005, by Gloria J. Gunter, who is/are personally known to me or who has produced a driver's license as identification.

Notary Public
Print Name:
My Commission Expires:

JUDITH PAZ BURNETT
MY COMMISSION # DD 406918
EXPIRES: June 30, 2009
Bonded Thru Notary Public Underwriters

EXHIBIT "A"

DEED Individual Warranty Deed With Non-Homestead-Legal on Face
Closers' Choice

INSTR #. 2001112079
OR BK 10728 PG 1244
RECORDED 04/12/2001 03:49 PM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DOC TAX PD(F.S.201.02) 359.50
DEPUTY CLERK K Lepper

Prepared by and returned to:

Alaskan Ventures LLC
1515 Sakara Drive
Valrico, Florida 33594

(Space above this line for recording data)

Quit Claim Deed

This Quit Claim Deed made this 20th day of March, 2001 Between Alaskan Ventures LLC (a Florida land trust dated January 15, 2001) whose post office address is 1515 Sakara Drive, Valrico, FL 33594, grantor, and Gloria J. Gaster (a married woman, as her sole and separate property) whose post office address is 3811 N. 37th Street, Tampa, FL 33619, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts, and trustees).

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO DOLLARS ($10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in Hillsborough County, Florida to-wit:

Lot 18 of Block 44 of GRANT PARK ADDITION, according to the map or plat thereof as recorded in Plat Book 7, Page 55, of the Public Records of Hillsborough County, Florida.
Folio Number: 41944.0000

To Have and to hold together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either by law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Margaret Williams
Witness Name:
Donald L. Bennett
Witness Name: Donald L. Bennett
William Meyer Williams

John R. Oord
Grantor: Alaskan Ventures LLC
John R. Oord, Agent
FL. DL. 0630-476-48-0078

State of Florida
County of Hillsborough

Donald L. Bennett
My Commission CC888883
Expires June 24, 2001

Donald L. Bennett

The foregoing instrument was acknowledged before me this 20th day of March, 2001 by John R. Oord, who ___are personally known or _X__ have produced a drivers license as identification. 0630-474-48-007-8 FL. DL.

[Notary Seal]

Donald L. Bennett
Notary Public

Printed Name: Donald L. Bennett

My Commission Expires: _____

Donald L Bennett
My Commission CC888888
Expires June 24, 2001

PREPARED BY + RET.
ALASKAN VENTURES
1515 SAKURA DR
VALRICO, FL 33594

INSTR # 2001112078
OR BK 10726 PG 1242
RECORDED 04/12/2001 03:49 PM
RICHARD AKE, CLERK OF COURT
HILLSBOROUGH COUNTY
DOC TAX PAID (F.S. 201.02) 63.10
DEPUTY CLERK M Lapsar

Property Appraiser's Parcel
I.D. No.:

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made as of the 29th day of March, 2001, from Arizona Pacific LP, a Delaware Limited Partnership, whose address is 725 Arizona Ave, Suite 400, Santa Monica, Ca. 90401 ("Grantor"), to Alaskan Ventures LLC, whose address is 1515 Sakura Drive, Valrico, Florida 33594 ("Grantee").

WITNESSETH:

GRANTOR, in consideration of Ten Dollars ($10.00) and other good and valuable consideration paid by Grantee, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain and sell, to Grantee, and Grantee's heirs, successors and assigns forever, the following property located in Hillsborough County, Florida (the "Property"), to wit:

Folio # 41944.0000

Lot 18 Block 44 in **GRANT PARK ADDITION** as per map or plat thereof, recorded in Plat Book 07, Page 55 of the Public Records of Hillsborough County, Florida, all lying and being in Section 10, Township 29 South, Range 19 East.

TO HAVE AND TO HOLD unto Grantee and Grantee's heirs, successors and assigns in fee simple forever.

IN WITNESS WHEREOF, Grantor has executed this Deed as of the day and year first above written.

Signed, sealed and delivered
In the presence of:

Sign Name: [signature]
Print Name: Steven E. West
Sign Name: Rosario Zepeda
Print Name: Rosario Zepeda

Arizona Pacific L.P.

By: [signature]
Christopher D. Petitt,
as Chief Operating Officer

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 28 day of March, 2001, by Christopher D. Petitt, as Chief Operating Officer of Arizona Pacific L.P. He is personally known to me or produced _____ as identification and did take an oath.

Lori Edwards

LORI EDWARDS
Print, Type or Stamp Name of Notary

Tax Deed file No. 2001-421 DR-506
Property 8.01/95
Identification No. 41944.0000

INSTR # 2001085571
OR BK 10678 PG 1616
RECORDED 03/21/2001 09:25 AM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DOC TAX PD(F.S. 201.02) 21.10
DEPUTY CLERK B. King

TAX DEED

State of Florida
County of Hillsborough

FOR OFFICIAL USE ONLY

The following Tax Sale Certificate Numbered 4170 issued on 1st day of June, 1998, was filed in the office of the Tax Collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was on the 19th day of March, 2001, offered for sale as required by law for cash to the highest bidder and was sold to Sland & Co as Custodian (Advance), whose address is 999 Brickell Bay Dr. Ste 1801, Miami Fl 33131, being the highest bidder and having paid the sum of his bid as required by the Laws of Florida.

Now, on this 19th day of March, 2001, the County of Hillsborough, State of Florida, in consideration of the sum of ($3,227.82) Three Thousand Two Hundred Twenty-Seven and 82/100 Dollars, being the amount paid pursuant to the Laws of Florida does hereby sell the following lands, including any hereditaments, buildings, fixtures and improvements of any kind and description, situated in the County and State aforesaid and described as follows:

Lot 18 Block 44 in GRANT PARK ADDITION as per map or plat thereof, recorded in Plat Book 07, Page 55 of the Public Records of Hillsborough County, Florida, all lying and being in Section 10, Township 29 South, Range 18 East.

SUBJECT TO CURRENT TAX

Witness:
Teresa L. Clark, Deputy Clerk
Robert E. Morris, Deputy Clerk

Clerk of the Circuit Court
Lisa L. Pride, Deputy Clerk,
Hillsborough County, Florida.

CIRCUIT COURT SEAL HILLSBOROUGH COUNTY

State of Florida
County of Hillsborough

On this 20th day of March, 2001, before me a Notary Public personally appeared Lisa L. Pride, Deputy Clerk, Circuit Civil, Clerk of the Circuit Court or County Comptroller in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be her own free act and deed for the uses and purposes therein mentioned.

Witness my hand and official seal date aforesaid.

Notary Public

OFFICIAL NOTARY SEAL
BARBARA B KING
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC100384
MY COMMISSION EXP. FEB. 12,2005

Return to Tax Deed Dept.

CLERK'S CERTIFICATE OF NOTICE

SECTION 197.522 FLORIDA STATUTES
(To be attached to notice)

INSTR # 2001085501
OR BK 10678 PG 1369
RECORDED 03/21/2001 09:02 AM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK B King

File No.: 2001-428
Folio No.: 41944.0000
Cert. No.: 4170-98

In Re: Application of: SAUL & CO (ARIZONA)

For Tax Deed on the following described property:

Lot 18 Block 44
GRANT PARK ADDITION
Plat Bk 07 Pg 55
Sec 10 Twp 29 S Rge 19 E
SUBJECT TO CURRENT TAX

This is to certify that I RICHARD AKE, Clerk of Circuit Court of Hillsborough County, Florida, did on the 27th day of February, 2001, mail by certified mail with return receipt requested, a copy of the notice addressed to:

Name and Address of Conveyance: [redacted] 714 WESTWOOD DR BRANDON FL 33511

Assessed To: [redacted] 2320 MAGNOLIA AV SEFFNER FL 33584

Mortgagee: MORT: [redacted] PO BOX 4662 CLEARWATER FL
MORT: [redacted] PO BOX 311 TAMPA FL 33601

LIEN: SUN BANK OF TAMPA BAY C/O MARVIN SOLOMOM PA PO BOX 2275 TAMPA FL 33601
LIEN: HILLSBOROUGH CO CODE ENFORCEMENT BOARD CITIZEN BOARDS SUPPORT 725 E KENNEDY BLVD #342 TAMPA FL 33602

RICHARD AKE
CLERK OF CIRCUIT COURT

RUSSYL PRIDE, Deputy Clerk for
JEFFREY T GREENSPON, Deputy Clerk

RETURN TO: TAX DEED DEPARTMENT

FLORIDA SENTINEL BULLETIN
(Published Semi-Weekly)
Tampa, Hillsborough County, Florida

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

Before the undersigned authority personally appeared Sybil A. Wells, who on oath says that she is Publisher of the Florida Sentinel-Bulletin, a semi-weekly newspaper published at Tampa, in Hillsborough County, Florida, that the attached copy of advertising being a true copy in the matter of:

APPLICATION FOR A TAX DEED
Certificate No. 4179 Folio No. 41244.0000 Year 1998

SAUL & CO (ARIZONA)
Applicant

in the Circuit Court of Hillsborough County, Florida, was published in said Newspaper in the issues of

2/16/01, 2/23/01, 3/2/01, 3/9/01

Affiant further says that the said Florida-Sentinel is a newspaper published in Tampa, in said Hillsborough County, and that the said newspaper has heretofore been continuously published in said Hillsborough County, Florida, each week and has been entered as second-class mail matter at the post office in Tampa, in said Hillsborough County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid nor promised any person, firm, or corporation any discount, rebate, commission or refund for the purpose of securing this advertising for publication in the said newspaper.

This 9th day of March 2001.

Sybil A. Wells
who is personally known to me,
SWORN TO and subscribed before me
This 9th day of March 2001.

Notary Public, State of Florida

(Seal)

BETTY J DAWKINS
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES AUG.23,2001
COMMISSION # CC553110

File No. G-14172

WARRANTY DEED
INDIVID. TO INDIVID.

OFF REC 4784 P 0673

1pe

This Warranty Deed Made the 3RD day of APRIL A. D. 19 86 by

[redacted]P, joined by her husband
JAMES SUTHERLAND
hereinafter called the grantor, to
[redacted] a married man

whose postoffice address is 714 Westwood Dr. Brandon, Fl. 33511
hereinafter called the grantee:
(Whenever 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, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in* HILLSBOROUGH *County, Florida, viz:*

Lot 17 of Block 44 of GRANT PARK ADDITION, according to the map or plat thereof as recorded in Plat Book 7, Page 55, of the Public Records of Hillsborough County, Florida.

AND

Lot 18 of Block 44 of GRANT PARK ADDITION, according to the map or plat thereof as recorded in Plat Book 7, Page 55, of the Public Records of Hillsborough County, Florida.

APR 8 | 37 PM '86 073642

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

To Have and to Hold, *the same in fee simple forever.*

And *the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31,* 1986, and easements, restrictions and conditions of record, if any.

RICHARD L. AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

Documentary Tax Pd. $ 140.00
Intangible Tax Pd. $
Richard L. Ake, Clerk Hillsborough County
By: [signature] Deputy Clerk

In Witness Whereof, *the said grantor has signed and sealed these presents the day and year first above written.*

Signed, sealed and delivered in our presence:

Christine Whitehead
Mindy L. Burnsides

Cora Bishop Sutherland
CORA BISHOP SUTHERLAND f/k/a CORA DEAN BISHOP
James Sutherland
JAMES SUTHERLAND

STATE OF Florida
COUNTY OF HILLSBOROUGH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

CORA BISHOP SUTHERLAND f/k/a CORA DEAN BISHOP, joined by her husband JAMES SUTHERLAND

to me known to be the person S described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of April, A. D. 19 86.

Christine Whitehead
Notary Public, State of Florida
My commission expires: [illegible]

This Instrument prepared by:
Address

SPACE BELOW FOR RECORDERS USE

This instrument was prepared by
GUARDIAN TITLE OF FLA., INC.
By: Holly N. Estrada
4511 N. Himes Ave., Suite 120
Tampa, FL 33614
which instrument was prepared incidental to the writing of a Title Insurance Policy.

THIS FORM APPROVED BY STATE BAR OF FLORIDA, INC.

BK 6636 PAGE 1[illegible]

3P

MORTGAGE AND SECURITY AGREEMENT

THIS AGREEMENT is made the 10th day of June 19 92 BETWEEN

[redacted], unmarried

2318 Magnolia Ave. Seffner, Fl

of Hillsborough County, Florida, hereinafter called Mortgagor AND

[redacted]

PO Box [illegible], Clearwater, Fl

of Hillsborough County, Florida, hereinafter called Mortgagee

WITNESSETH:

Mortgagor, in consideration of the sum of $20,000.00 Dollars and other valuable considerations to Mortgagor paid by Mortgagee, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer, convey and confirm unto Mortgagee the property situate in Hillsborough County, Florida, described as:

PARCEL I

Lot 20, Block 2, THE RECORD GROVE SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 5, Page 19 of the Public Records of Hillsborough County, Florida.

PARCEL II

Lots 17 and 18, Block 44, GRANT PARK ADDITION, according to the map or plat thereof as recorded in Plat Book 7, Page 55 of the Public Records of Hillsborough County, Florida.

MORTGAGOR HEREBY AGREES TO MAKE MONTHLY PAYMENTS FOR TAXES [redacted] ON MORTGAGED PROPERTIES, ALONG WITH THE PRINCIPAL AND INTEREST PAYMENTS WHEN DUE. FAILURE TO MAKE SAID MONTHLY TAX [redacted] PAYMENTS WOULD CONSTITUTE DEFAULT BY THE MORTGAGOR UNDER THIS MORTGAGE.

Prepared by and return to: AmeriServiced Title Co.
2901 W. Busch Blvd. #703
Tampa, Fl 33618

Together with all buildings, structures and other improvements and all fixtures (including, but not limited to, all heating, lighting, plumbing, ventilating, refrigerating, air conditioning, sprinkling, water and power systems, equipment, appliances and all other personalty now or hereafter be erected or placed thereon or acquired therewith, all elevators, motors and machinery; all storm and screen windows and doors, screens, awnings, window shades, bath tubs, sinks, toilets, mirrors, refrigerators, hot water heaters and ranges and all substitutions and replacements thereof and all proceeds thereof, including insurance proceeds, and all structures now growing or that may hereafter be planted or grown thereon. The real and personal property described herein is sometimes hereafter collectively called "the property".

Mortgagor also hereby grants, assigns, transfers and conveys to Mortgagee all rents, issues, income and profits from the property, which are hereby specifically assigned and pledged to Mortgagee as security for the payment of the debt herein referred to and Mortgagor's performance of all of Mortgagor's covenants and agreements herein contained; and also all the crops and/or products of every kind now growing, or that may be hereafter growing, grown or produced upon said land, or any part thereof.

Mortgagor also hereby grants, assigns, transfers and conveys to Mortgagee all and singular the rents, easements, riparian and other rights, and all tenements, hereditaments and appurtenances belonging to the property or in anywise appertaining thereto.

Mortgagor hereby grants to Mortgagee a mortgage and a security interest in all of the property described in this Agreement and in addition to the rights of a mortgagee Mortgagee shall have all of the rights of a secured party under the Florida Uniform Commercial Code.

TO HAVE AND TO HOLD the above described property unto Mortgagee forever.

Mortgagor hereby covenants with Mortgagee that Mortgagor is indefeasibly seized with the absolute and fee simple title to the property; that Mortgagor has full power and lawful authority to sell, convey, assign, transfer and mortgage the same; that it shall be lawful for Mortgagee at any time hereafter peaceably and quietly to enter upon, have, hold and enjoy the property and every part thereof; that the property is free and discharged from all liens, encumbrances and claims of every kind, including all taxes and assessments, except for taxes and assessments not yet due and payable and governmental registrations;

Documentary Tax Pd - F.S. 201.02 $ [illegible]
Documentary Tax Pd - F.S. 201.08 $ 140.00
Intangible Tax Pd - F.S. 199.132 $ 40.00
Richard Ake, Clerk Hillsborough County
By: [illegible] Deputy Clerk

Mortgagor covenants that Mortgagor, at Mortgagor's own expense, will execute such other and further instruments and assurances to vest absolute and fee simple title to the property in Mortgagee that may be requested by Mortgagee; and that Mortgagor will warrant and defend the title to the property unto Mortgagee against the lawful claims and demands of all persons whomsoever.

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

92 JUN 11 PM 3:44

92128738

DISCLAIMER: THIS IS NOT A LEGAL DOCUMENT

This mortgage is given to secure to Mortgagee payment of that certain promissory note of even date herewith, made by [redacted]

in the original principal amount of $ 20,000.00, bearing interest at the rate of 18.0% per annum on the principal amount remaining from time to time unpaid, which note is payable to the order of Mortgagee, at

TO BE DETERMINED BY LENDER

Until full payment of such promissory note or any extension or renewal thereof, in whole or in part, and until payment of all other indebtedness or liability that may become due or owing hereunder and secured hereby, if Mortgagor shall faithfully and promptly comply with and perform each and every other covenant and provision herein on the part of Mortgagor to be complied with and performed, then this agreement shall be void.

Mortgagee agrees that any additional loan or loans advanced by the then holder of the Note secured hereby to or for the benefit of Mortgagor, whether such advances are obligatory or made at the option of Mortgagee, or otherwise, at any time within twenty (20) years from the date of this mortgage, with interest thereon at the rate agreed upon at the time of such additional loan or advance, shall be equally secured with and have the same priority as the original indebtedness secured hereby and all such loans shall be subject to all of the terms and provisions of this mortgage, whether or not such additional loan or advance is evidenced by a promissory note and whether or not limited by a writing that it is secured by this mortgage provided that the aggregate amount of principal indebtedness outstanding at any one time shall not exceed the sum of $ 20,000.00, and provided further that it is understood and agreed that the future advance provision shall not be construed to obligate Mortgagee to make any such additional loans or advances. It is further agreed that any additional loan or loans executed and delivered under this future advance provision shall be included in the word "Note" whenever it appears in the context of this mortgage.

And Mortgagor hereby further covenants as follows:

To pay, with interest, the Note and any extensions or renewals thereof, in whole or in part, and all other indebtedness or liability hereby secured, however created or evidenced, promptly when the same respectively become due and payable, and to discharge any other amounts, indebtedness and/or liability that may in the future become due, owing or outstanding from Mortgagor to Mortgagee, however the same may be or may have been contracted, evidenced or accrued; to pay all taxes and assessments levied or assessed upon the property before the same become delinquent, and in no event to permit the property, or any part thereof, to be sold for nonpayment of taxes or assessments; to keep the property in good repair and to permit, commit or suffer no waste, impairment or deterioration thereof; to comply strictly with all laws and governmental regulations and rules affecting the property or its operation; to pay all taxes that may be levied or assessed on this mortgage or the moneys secured hereby; to prevent any mechanic's or other liens arising either by contract or by law, to be levied or run upon all or any part of the property for ten days without the same being paid or released, and discharge of the property therefrom prevented and to pay all costs and expenses incurred or paid by Mortgagee in collecting the indebtedness hereby secured or in enforcing or protecting the rights and security of the Mortgage hereunder, including reasonable attorneys' fees incurred out of court, at trial, on appeal, or in bankruptcy proceedings, in the event the mortgage and the Note or other evidence of liability be placed in the hands of an attorney for collection.

Mortgagor further covenants to keep the buildings, structures and other improvements now or hereafter erected or placed on the premises and constituting a part of the mortgage security continually insured against all loss or damage for the full insurable value of the property for fire, windstorm and extended coverage in insurance companies satisfactory to Mortgagee (but Mortgagee shall not be liable for the adequacy or inadequacy of any such companies,) which policies shall provide for not less than 10 days written notice of cancellation to mortgagee, and to pay promptly all premiums for such insurance, the policies representing which shall be delivered to and held by Mortgagee as additional security for the payment of the indebtedness and liability secured hereby. All sums accountable on any such insurance policies shall be made payable to Mortgagee, or if less payable shall be satisfactory to Mortgagee, to be attached to such policies. In the event any such insurance policy shall expire during the life hereof, Mortgagor agrees to procure and pay for renewal thereof, with the above requirements, replacing such expired policy, and deposit the same with Mortgagee, together with receipts showing payment in full of premiums therefor, ten days prior to the expiration date of such policy. In case of loss Mortgagee is hereby authorized to adjust and settle any claim under any such policy and Mortgagee is authorized to collect and receipt for any such insurance money and to apply the same, at Mortgagee's option, in reduction of the indebtedness hereby secured, whether due or not, or to allow Mortgagor to use such insurance money, or any part thereof, in repairing the damage or restoring the improvements or other property without affecting the lien hereof for the full amount secured hereby.

It is further covenanted the Mortgagee may (but shall not be obligated so to do) advance moneys that should have been paid by Mortgagor hereunder in order to protect the lien or security hereof, and Mortgagor agrees without demand to forthwith repay such money, which advanced shall bear interest from the date so advanced until paid at the rate of 18.0 per cent, per annum and shall be considered as so much additional indebtedness secured hereby, but no payment by Mortgagee of any such money shall be deemed a waiver of Mortgagee's right to declare the principal sum due Mortgagee by reason of the default or violation of Mortgagor in any of his covenants hereunder.

Mortgagee further covenants that granting any extension or extensions of the time payment of any part of all of the total indebtedness or liability secured hereby, or taking other or additional security for payment thereof, shall not affect this mortgage or the rights of Mortgagee hereunder, or operate as a release from any liability upon any part of the indebtedness hereby secured under any covenant herein contained.

It is further covenanted and made of the essence hereof that in case of default for 30 days in the performance of any of the covenants herein on the part of Mortgagor, then it shall be optional with Mortgagee to consider all unmatured indebtedness or liability secured hereby, and secured hereunder, as immediately due and payable, without demand and without notice or declaration of said option, and Mortgagee shall have the right forthwith to institute proceedings to enforce the collection of all moneys secured hereby and/or to foreclose the lien hereof.

It is further stipulated and agreed by and between the parties that the Mortgagee shall have the right to exercise any option or privilege herein given or reserved and to enforce any duty of the Mortgagor at any time without further or other notice regardless of any prior waiver by Mortgagee or default of Mortgagor or delay by Mortgagee in exercising any right, option, or privilege or enforcing such duty of Mortgagor, and no waiver by Mortgagee of default of Mortgagor nor delay of Mortgagee in exercising any right, privilege or option or in enforcing any duty of Mortgagor shall be deemed, held, or construed to be a waiver of any of the terms or provisions of this mortgage or of any subsequent or continuing default.

Mortgagor covenants and agrees to endorse and properly deny for all proving claims on the property in accordance with applicable bankruptcy statutes in the State of Florida.

It is further covenanted and agreed that if at any time in the opinion of Mortgagee a receivership may be necessary to protect the mortgaged property, or its rents, issues, profits, crops or product, whether before or after entry of the indebtedness hereby secured or at the time of or after the institution of suit to collect such indebtedness, or to enforce the mortgage, Mortgagee, shall, as a matter of strict right and regardless of the value of the mortgage security for the amount due hereunder or secured hereby, or of the solvency of any party bound for the payment of such indebtedness, have the right to the appointment of a receiver, and without notice to anyone, by any Court having jurisdiction, of a receiver to take charge of, manage, preserve, protect, operate the property and to operate and conduct any business located on the property, to collect the rents, issues, profits and income thereof, to sell and deliver all crops and product growing or grown and produced on the property, to fertilize and care for any growth on the property, to make all necessary and needed repairs, and to pay all taxes and assessments against the property and insurance premiums for insurance thereon and after the payment of the expenses of the receivership and management of the property to apply the net proceeds in reduction of the indebtedness hereby secured or in such manner as the Court shall direct. Such receivership shall, at the option of Mortgagee, continue until full payment of all sums hereby secured, or until title to said property shall have passed by sale under this mortgage.

It is constituted and agreed that the terms "Mortgagee" and "Mortgagor" are used for convenience herein, and such terms and any pronouns used in connection therewith shall be construed to include the plural as well as the singular number, and the masculine, feminine and neuter gender, wherever and whenever the context so admits or requires, and that all covenants and obligations of the respective parties hereto shall extend to and be binding upon their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, Mortgagor has executed this mortgage the 10th day of June 19 92

Signed, sealed and delivered in the presence of:

Ken H. Aplin

Shelley Slater

[redacted] (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____.

19____, by _____

as _____ President and _____

_____ as _____ Secretary

of _____

a _____ corporation, on behalf of the corporation.

_____

Notary Public State at Large

My Commission expires:

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 10th day of June

19 92 by James Clayton Outzen

Proof of Identification was Employment ID Card and who did not take an oath.

Notary Public State at Large

Shelley Slater

My Commission Expires:

SHELLEY SLATER
MY COMMISSION EXPIRES
August 5, 1993
BONDED THRU NOTARY PUBLIC UNDERWRITERS

[redacted]

[redacted]

1P

AmeriServices Title Company

2901 W. Busch Blvd., Suite 703 Tampa, Florida 33618 (813) 932-4255

June 10, 1992 AMENDMENT TO MORTGAGE O.R. BOOK 6641 PAGE 725

92132258

1992 JUN 16 PM 2:21

The undersigned, [redacted], hereby agrees to make monthly tax and insurance payments to [redacted], together with the monthly mortgage payments owed to [redacted], on the following described properties:

Lots 28,29 and 30, Block 9, LYNWOOD PARK SUBDIVISION, according to the map or plat thereof as recorded in Plat Book 12, Page 68 of the Public Records of Hillsborough County, Florida.

Lot 7, Block 2, BELVEDERE PLACE, according to the map or plat thereof as recorded in Plat Book 2, Page 64 of the Public Records of Hillsborough County, Florida.

Beginning at a point 894.5 feet West and 436.2 feet North of the Southeast corner of the Northeast 1/4 of the southwest 1/4 of Section 26, Township 29 South, Range 20 East, run thence South 227.50 feet; thence West 100 feet parallel with the South Boundary of said Northeast /14 of the Southwest 1/4; thence North 227 feet; thence Easterly 100 feet in a straight line to the POINT OF BEGINNING, LESS the South 25 feet thereof for road right-of-way.

FAILURE TO PAY SAID MONTHLY TAX AND INSURANCE PAYMENTS WOULD CONSTITUTE A DEFAULT UNDER THE MORTGAGE SECURED BY THE ABOVE PROPERTIES.

[redacted]

Shelley Slater

Bobbi J. Alonso

State of Florida
County of Hillsborough

I hereby certify that on this day, before me, an officer duly authorized in the state aforesaid and in the County aforesaid, to take acknowledgments, personally appeared James Clayton Osteen, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same. Proof of Identification was Employment ID Card and did not take an oath. Witness my hand and official seal in the County and State last aforesaid this 10th day of June, 1992.

Shelley Slater
Notary Public

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

SHELLEY SLATER
MY COMMISSION EXPIRES
August 5, 1995
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Prepared by and return to:
AmeriServices Title Co.
2901 W. Busch Blvd. #703
Tampa, Fl 33618