

RECORDED
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JUL 26 PM 4:22
CLERK OF CIRCUIT COURT
WAKULLA COUNTY
FLORIDA

87486

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Prepared by WAKULLA CO. ST. BANK
(name)
P. O. BOX 610 HWY 319
(address)
CRAWFORDVILLE, FL 32327

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on JULY 24,
1990. The mortgagor is LANNA J. WHITELY, A SINGLE PERSON
("Borrower"). This Security Instrument is given to WAKULLA COUNTY
STATE BANK, which is organized and existing
under the laws of THE STATE OF FLORIDA, and whose address is
HIGHWAY 319 - P.O. BOX 610, CRAWFORDVILLE, FL 32327 ("Lender").
Borrower owes Lender the principal sum of FIFTY FOUR THOUSAND AND NO/100
***** Dollars (U.S. \$ 54,000.00). This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
paid earlier, due and payable on AUGUST 1, 2010. This Security Instrument
secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and
modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this
Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and
the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property
located in WAKULLA County, Florida:

LOT 21, BLOCK "C", SHELL POINT BEACH SUBDIVISION, UNIT V, AS PER MAP OR
PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 47 OF THE PUBLIC RECORDS OF
WAKULLA COUNTY, FLORIDA.

Unofficial Copy

Documentary Stamps Paid 172.80
Date 7-26-90, Wakulla County,
Florida. J. Harold Thurmond, Clerk of
Circuit Court.
By [Signature]
Deputy Clerk

RECEIVED \$ 108.00 IN PAYMENT OF TAXES
PLUS: \$ PEN. \$ INT.
DUE ON CLASS (C) INTANGIBLE PERSONAL
PROPERTY PURSUANT TO CH. 199, F.S.
J. HAROLD THURMOND
CLERK OF CIRCUIT COURT WAKULLA COUNTY

which has the address of SHELL POINT BEACH CRAWFORDVILLE
[Street] [City]
Florida 32327 ("Property Address");
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter
a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is
referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to
mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record.
Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any
encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with
limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation and Maintenance of Property; Leaseholds.** Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property; Mortgage Insurance.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as a requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. **Legislation Affecting Lender's Rights.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

NON-UNIFORM COVENANTS Borrower and Lender further covenant and agree as follows:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 2-4 Family Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Chris L. Br... (Seal)
Lanna J. Whitley (Seal)
 LANNA J. WHITLEY -Borrower

Sharon J. (Seal)
 -Borrower

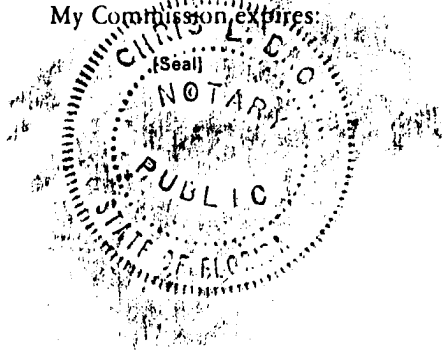
[Space Below This Line For Acknowledgment]

STATE OF FLORIDA, WAKULLA County ss:

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 LANNA J. WHITLEY to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that SHE executed the same for the purpose therein expressed.

WITNESS my hand and official seal in the county and state aforesaid this 24th day of July, 1998

My Commission expires:



Chris L. Br...
Notary Public

LANNA J. WHITELEY 2303 ASTER WAY TALLAHASSEE, FL 32308 BORROWER'S NAME AND ADDRESS "I" includes each borrower above, jointly and severally.	WAKULLA COUNTY STATE BANK HIGHWAY 319 - P.O. BOX 610 CRAWFORDVILLE, FL 32327 LENDER'S NAME AND ADDRESS "You" means the lender, its successors and assigns.	ACCOUNT # WCD/CB Loan Number _____ Date JULY 24, 1990 Maturity Date AUGUST 1, 2010 Loan Amount \$ 54,000.00 Renewal Of SSN 436-58-3400
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Note: I promise to pay to you, or your order, at your address above, the principal sum of: **FIFTY FOUR THOUSAND AND NO/100** Dollars \$ **54,000.00**

plus interest from **JULY 24, 1990** at the rate of **10.000** % per year until **AUGUST 1, 2010**

plus additional Finance Charges (if any) which total _____

(a) on demand. (b) on demand, but if none is made, on **SEE (d) BELOW**. (c) on _____

If (a), (b) or (c) is marked, I will pay accrued interest _____

(d) In **240** installments of \$ **522.52** each, beginning **SEPTEMBER 1,** 1990 and continuing on the same day of each month

(e) (other) _____ thereafter until paid in full.

PAYMENTS: Each payment when made shall be applied first toward accrued finance charges with the remainder of each payment being applied to reduce the principal balance. The final payment may be more or less than the amount scheduled depending upon my payment record.

If checked, interest will accrue at the rate of **18.000**% per year on the balance of this note not paid at maturity, including maturity by acceleration.

PREPAYMENT: I may prepay this note in whole or in part at any time. However, any partial prepayment will not excuse any later scheduled payments until this note is paid in full. There will not be a refund of any additional finance charges listed above upon prepayment in full.

If checked, if I fail to make a payment within **10** days of when it is due, I agree to pay a late charge of 5% of the amount delinquent.

If checked, I also agree to pay a minimum interest charge of \$ **15.00** if I pay this loan off before you have earned that much in interest.

THE PURPOSE OF THIS LOAN IS: **CONSUMER: PURCHASE VACANT LAND**

ANNUAL PERCENTAGE RATE The cost of my credit as a yearly rate. 10.007 %	FINANCE CHARGE The dollar amount the credit will cost me. \$ 71,404.80	AMOUNT FINANCED The amount of credit provided to me or on my behalf. \$ 54,000.00	TOTAL OF PAYMENTS The amount I will have paid when I have made all scheduled payments. \$ 125,404.80	I have the right to receive at this time an itemization of the Amount Financed <input type="checkbox"/> YES - I want an itemization <input type="checkbox"/> NO - I do not want an itemization "e" means an estimate \$ _____ Filing Fees \$ _____ Non-filing Insurance
My Payment Schedule will be:				
Number of Payments 240	Amount of Payments \$ 522.52	When Payments Are Due MONTHLY BEGINNING SEPTEMBER 1, 1990		

Demand: This note has a demand feature. This note is payable on demand and all disclosures are based on an assumed maturity of one year.

Security: I am giving a security interest in: (brief description of other property) **PROPERTY AS DESCRIBED IN REAL ESTATE MORTGAGE DATED JULY 24, 1990**

the goods or property being purchased.

collateral securing other loans with you may also secure this loan.

my deposit accounts and other rights to the payment of money from you.

Late Charge: I will be charged 5% of the amount of a payment which is late by more than 10 days after it is due.

Prepayment: If I pay off this note early, I will not have to pay a penalty, and I may will not be entitled to a refund of part of the finance charge.

Assumption: Someone buying my home may, subject to conditions, be allowed to cannot assume the remainder of the mortgage on the original terms. I can see my contract documents for any additional information about nonpayment, default, any required repayment before the scheduled date, and prepayment refunds and penalties.

Insurance: Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless I sign and agree to pay the additional cost.			Itemization of Amount Financed	
Type	Premium	Term	Amount given to me directly	\$ 54,000.00 (a)
Credit Life			Amount paid on my account	\$ _____ (b)
			Amounts paid to others on my behalf:	
			To Property Insurance Company	\$ _____ (c)
			To Credit Life Insurance Company	\$ _____ (d)
			To Disability Insurance Company	\$ _____ (e)
			To Public Officials	\$ _____ (f)
			Documentary Stamp Tax	\$ _____ (g)
			Prepaid Finance Charge	\$ _____ (h)
			AMOUNT FINANCED (a through h-i)	\$ 54,000.00 (i)
			Finance Charge (include prepaid)	\$ 71,404.80 (k)
			Total of Payments (j + k)	\$ 125,404.80 (l)

Property Insurance: I may obtain property insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ _____ for _____ of coverage.

Single Interest Insurance: I may obtain single interest insurance from anyone I want that is acceptable to you. If I get the insurance from or through you I will pay \$ _____ for _____ of coverage.

Security - To secure the payment of the note total (defined on the reverse side):
 (1) I acknowledge and agree that you have the right to set-off this note against any obligation you have (now or hereafter) to pay money to me.
 (2) You may collect the proceeds (or rebates of unearned premiums) on any insurance policy insuring me (where you are named as loss payee) and on any policy insuring the property securing this note. You will apply this toward what I owe you.

(3) If checked, this note is not further secured by any contemporaneous agreement (other than (1) and (2) of this section).

(4) If checked, this note is secured by a separate **REAL ESTATE MORTGAGE** dated **JULY 24, 1990**

(5) Security Agreement - If checked, I give you a security interest in the property described below. The rights I am giving you in this property, and the obligations this agreement secures are defined on the reverse side of this form.

PROPERTY AS DESCRIBED IN REAL ESTATE MORTGAGE DATED JULY 24, 1990

Assumptions - Unless specifically agreed in writing to the contrary, this security agreement and any loan it secures cannot be assumed by any person who buys the collateral described above from me, and I understand and agree that if I attempt to transfer any interest in this collateral (including, but not limited to, possession) I will be in default on all secured obligations.

This collateral will be used for **PERSONAL** purposes.

If checked, this is a purchase money loan. You may include the name of the seller on the check or draft for this loan.

Signatures: I agree to the terms of the note and security agreement above (including those on the other side of this form) and acknowledge receipt of at least one copy on today's date.

Any person who signs within this enclosure does so to give you a security interest in the property described above, but assumes no personal obligation to pay this note.

Name _____ Date _____

Signature **LANNA J. WHITELEY**

Signature _____

Signature _____

ADDITIONAL TERMS OF THE NOTE

DEFINITIONS - "I" means each borrower who signs this note and each other person or legal entity (including guarantors, endorsers, and sureties) who agrees to pay the note.

APPLICABLE LAW - I agree that this note and any agreement securing this note will be governed by the law of the State of Florida, including the Uniform Commercial Code.

To the extent permitted by law, the terms of this note and security agreement may vary applicable law. If any provision of applicable law may not be varied by agreement, any term of this note and security agreement that does not comply with that law will not be effective.

POST-MATURITY INTEREST - Interest will accrue at the rate specified on the reverse side on the balance of this note remaining unpaid after final maturity, until paid in full.

- (a) if the note is payable on demand, on the date you make demand for payment;
(b) if the note is payable on demand with an alternate payment date(s), on the date you make demand for payment, on the final alternate payment date, or on the date you accelerate the due date of the note, whichever is earlier; and
(c) in all other cases, on the date of the last scheduled payment of principal or on the date you accelerate the due date of the note, whichever is earlier.

REAL ESTATE OR RESIDENCE SECURITY - If this loan is secured by real estate or residence that is personal property, the existence of a default and your remedies for such a default will be determined by applicable law, by the terms of any separate instrument creating the security interest and, to the extent not prohibited by law and not contrary to the terms of the separate security instrument, by the "Default" and "Remedies" paragraphs below.

DEFAULT - I will be in default on this note and any agreement securing this note if any one or more of the following occurs:

- (a) I fail to make one or more payments on time or in the amount due;
(b) I die, am declared incompetent, or become insolvent (either because my liabilities exceed my assets or because I am unable to pay my debts as they become due);
(c) I fail to keep any promise contained in this note, any agreement securing this note, or any other written agreement with you;
(d) I make any written statement or provide any financial information that is untrue or inaccurate at the time it was made or provided;
(e) any other creditor attempts, with or without legal process, to gain possession or control of any money or property of mine;
(f) the collateral is damaged, destroyed, or stolen;
(g) I fail to provide any additional security you may require;
(h) any legal entity (such as a partnership or corporation) that has agreed to pay this note merges, dissolves, reorganizes, terminates its business or existence, or a partner or majority stockholder dies or is declared incompetent; or
(i) any fact appears or event occurs that causes you to consider yourself insecure, or the prospect of payment, performance, or realization on the collateral is impaired.

If any of us are in default on this note or any security agreement, you may exercise your remedies against any or all of us.

REMEDIES - Subject to the limitations of the "Real Estate or Residence Security" paragraph, if I am in default on the note or any agreement securing this note, you have the following remedies:

- (a) You may, without notice, accelerate the due date of the note, and, subject to any rebate required by law, make all unpaid principal, interest and all other agreed charges immediately payable.
(b) You may, without prior demand or notice, set-off this debt as provided below.
(c) You may require additional security or parties obligated to pay this note (or both) as a condition of waiving, for any period of time, any other remedy you may have.
(d) You may use any remedy you may have under state or federal law.
(e) You may use any remedy given to you under any agreement securing this note.

By choosing any one or more of these remedies, you do not waive your right to later use any other remedy. You do not waive a default if you choose not to use any remedy, and, by electing not to use any remedy, you do not waive your right to later consider the event a default and to immediately use any remedies if it continues or occurs again.

SET-OFF - I agree that you may set-off any amount I owe you under this note against any right I have to receive money from you. This includes:

- (a) any deposit account balance I have with you, including savings, checking, and NOW accounts, and any time deposit (including certificates of deposit);
(b) any money owed to me on an item presented to you or in your possession for collection or exchange; and
(c) any repurchase agreement or other non-deposit obligation.

If my right to receive money from you is also owned by someone who has not agreed to pay this note, your right of set-off will apply to my interest in the obligation and to any other amounts I could withdraw on my sole request or endorsement. Your right of set-off does not apply to an account or other obligation where my rights are only as a fiduciary. It also does not apply to any IRA account or other tax-deferred retirement account.

You will not be liable for the dishonor of any check when the dishonor occurs because you set-off this debt against any of my accounts. I agree to hold you harmless from any claims arising as a result of your exercise of your right of set-off.

OTHER SECURITY - I agree that any present or future agreement securing any other debt I owe you will also secure the payment of this note. However, property securing another debt will not secure this note to the extent that:

- (a) you fail to make any disclosure of the existence of a security interest in such property required by law for this transaction;
(b) such property is my principal dwelling and you fail to provide (to all persons entitled) any notice of right of rescission required by law for this transaction;
(c) this is a "consumer" loan and such property securing the other debt is "household goods" (as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices); or
(d) such property is margin stock subject to the requirements of 12 C.F.R. Sections 207 or 221 and you fail to obtain a "purpose statement" with respect to this loan when required by the applicable regulation.

ATTORNEYS' FEES AND COSTS - I agree to pay the costs you incur to collect this note in the event of my default, including your reasonable attorneys' fees of ten percent (10%) of the principal sum due or such larger amount as may be reasonable and just.

OBLIGATIONS INDEPENDENT - I understand that I am obligated to pay this note even if any other person has also agreed to pay it. I agree that you may, without notice, release any of us, release or substitute any collateral, fail to perfect any security interest or otherwise impair any collateral, waive any right you may have against any of us, extend new credit to any of us, or renew or modify this note without affecting my obligation to pay the note.

WAIVER - I waive (to the extent permitted by law) demand, presentment, protest, notice of dishonor and notice of protest.

PRIVACY - I understand and agree that from time to time you may receive credit information concerning me from others and furnish credit and experience information regarding my loan to others seeking such information. I agree that you will not be liable for any claim arising from the use of information provided to you by others or for providing such information to others.

FINANCIAL STATEMENTS - I agree to provide to you, upon request, any financial statements or information you may deem necessary. I warrant that all financial statements and information I provide to you are or will be accurate, correct, and complete.

ADDITIONAL TERMS OF THE SECURITY AGREEMENT

SECURED OBLIGATIONS - This agreement secures the payment of the note and any additional amounts I am or will become obligated to pay to you under the terms of the note (including all extensions, renewals, refinancings and modifications of the note) and the security agreement. This agreement also secures all other debts I may now or later owe you (including notes, insurance premiums, overdrafts, letters of credit, guaranties, and all extensions, renewals and modifications of such debts). However, this agreement will not secure another debt:

- (a) if you fail to make any disclosure of the existence of this security interest required by law for such other debt;
(b) if this security interest is in a dwelling and you fail to provide for and disclose a limitation on the maximum interest rate that may be imposed during the term of the debt, when required by federal regulations;
(c) if this security interest is in my principal dwelling and you fail to provide (to all persons entitled) any notice of right of rescission required by law for such other debt;
(d) to the extent that this security interest is in "household goods" and the other debt to be secured is a "consumer" loan (as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices); or
(e) to the extent that this security interest is in margin stock subject to the requirements of 12 C.F.R. Section 207 or 221 and you fail to obtain a "purpose statement" with respect to such other debt when required by the applicable regulation.

This security agreement remains in effect, even if the note is paid and I owe no other debt to you, until discharged in writing.

For the sole purpose of determining the extent of a purchase money security interest arising under this security agreement: (a) payments on any non-purchase money loan also secured by this agreement will not be deemed to apply to the purchase money loan, and (b) payments on the purchase money loan will be deemed to apply first to the non-purchase money portion of the loan, if any, and then to the purchase money obligations in the order in which the items of collateral were acquired. No security interest will be terminated by application of this formula. "Purchase money loan" means any loan the proceeds of which, in whole or in part, are used to acquire any collateral securing the loan and all extensions, renewals, consolidations and refinancings of such loan.

PROPERTY - As used in this agreement, "property" means all property that is described in the "Security" section on the reverse side. It includes all of my property specifically listed and, if a general description is used, all of my property fitting the general description. "Property" also means all benefits that arise from the described property (including all proceeds, insurance benefits, payments from others, interest, dividends, stock splits and voting rights). It also means all property that is now or later becomes attached to, a part of, or results from the described property.

OWNERSHIP AND DUTIES TOWARD PROPERTY - I represent and agree that:

- (a) I own the property, that no other person has any claim to the property, and I will defend the property against a claim made by any other person.
(b) Your security interest in the property is superior to the claims of any other creditor. I will execute any documents or provide any information you require to protect your interest in the property. I will not do anything to interfere with your interest in the property.
(c) I will keep the property in my possession (except if pledged and delivered to you), in good condition and repair, and use it only for its intended purposes. I will provide you reasonable access in order to inspect the property and notify you of any loss or damage to the property. Unless otherwise agreed in writing, the property will be kept at my address shown on the reverse side.
(d) I will not sell or transfer any rights in the property without your written permission (unless it is inventory and specified as such on the reverse side). I will not permit the property to become attached to any real estate without first allowing you to protect your interest in the property.
(e) I will pay all taxes and assessments on the property as they become due.

INSURANCE - I agree to insure the property against the risks and for the amounts you require. I will buy the insurance only from a company that is acceptable to you and authorized to do business in Florida. I will maintain this insurance until all of the secured obligations are paid in full.

I will name you as loss payee so that any benefits arising from the insured risks will be paid to you and applied to the secured obligations. In the event of loss or damage to the property, you may require additional security or assurances of payment before allowing any insurance benefits to be used to repair or replace the property.

DEFAULT AND REMEDIES - I will be in default on this agreement if any event specified in the "Default" paragraph of the note occurs. If I am in default on this agreement or on any secured obligation, you have all of the remedies provided in the note or other obligation and all of the remedies provided below and by law. You may:

- (a) pay taxes, assessments or liens, buy insurance to protect your interest in the property, or have repairs made, if I fail to pay such taxes, assessments or other liens, fail to obtain or maintain any required insurance, fail to have you named loss payee on such insurance, or fail to make repairs to the property. If you do, the amount you pay will be added to the secured obligations, will be immediately due, and will accrue interest at a rate equal to the Annual Percentage Rate disclosed on the reverse side, from the date you pay such amount until paid in full.
(b) require me to gather the property and any related books and records and make them available to you at any place you choose that is reasonably convenient to you and me.
(c) take immediate possession of the property and sell, lease or dispose of it, as provided by law. You may apply the proceeds of the disposition to your expenses (including costs of repossession, attorneys' fees (if permitted), repairs (if necessary) and costs of sale) and then to payment of the secured obligations. Except when prohibited by law, you may obtain a deficiency judgment if the proceeds do not satisfy the debt. If any items not otherwise subject to this agreement are contained in the property when you take possession, you may hold these items for me at my risk and you will not be liable for taking possession of them.

I agree that when you must give notice to me of your intended sale or disposition of the property, the notice is reasonable if it is sent to me at the address on the reverse side by first class mail 10 days before the date of the intended disposition.

PLEDGES - Pledged property is property I am giving to you to keep in your possession to secure the payment of the secured obligations. You may keep this property until the secured obligations are paid in full. You do not have to protect any rights I may have against any prior parties to the property. You or someone you select may be shown as the owner of the property. You may have any prior party make payments on the property to you. You are not liable for any decline in value of the property.

FLING - I agree that a carbon, photographic or other reproduction of this security agreement may be filed as a financing statement to the extent permitted by law.

NOTICE TO THE COSIGNER

You (the cosigner) are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fee or collection costs, which increase this amount.

The creditor can collect this debt from you without first trying to collect from the borrower. The creditor can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages (unless you are the head of a family and reside in Florida), etc. If this debt is ever in default, that fact may become part of your credit record.

This notice is not the contract that makes you liable for the debt.

GUARANTEE - By signing below I unconditionally guarantee the payment of the note and any amounts agreed to be paid under the terms of the security agreement. I also agree that all of the terms of the note and, to the extent applicable, the security agreement will apply to me.

NAME _____
X _____

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J. HAROLD THURMOND, CLERK

BY: *Marie D. Hay* D.C.



Official Copy