

IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL CIRCUIT
IN AND FOR BAY COUNTY, FLORIDA
CIRCUIT CIVIL

CADENCE BANK, National Association,
as successor in interest by merger with
SUPERIOR BANK, National Association,

CASE NO.: 12-661-CA

Plaintiff,

vs.

BREAKERS PROPERTIES, LLC, et. al.,

Defendant(s).

FILED
2012 NOV - 6 P 2:01
BILL KINSAUL
CLERK OF COURT
BAY COU

CERTIFICATE OF TITLE

The undersigned Clerk of Court certifies that he or she executed and filed a certificate of sale in this Action on 10/26, 2012, for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The following property in Bay County, Florida:

SEE EXHIBIT "A," ATTACHED.


was sold to **Cadence Bank, National Association as successor in interest by merger with Superior Bank, National Association.**

NOV - 6 2012

WITNESS my hand and the seal of this Court on this ____ day of November, 2012.

\$100.00

Clerk of the Courts
Bay County, Florida

 *Shawn Chamber*

Deputy Clerk

cc: service list

SERVICE LIST

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EXHIBIT "A"

PARCEL I:

A PIECE AND PARCEL OF LAND BEING IN SAID COUNTY AND STATE, BOUNDED ON THE EAST BY A LINE PARALLEL TO AND 1138 1/2 FEET (COMPUTED AT RIGHT ANGLES BETWEEN THE PARALLEL LINES) WESTERLY OF A STRAIGHT LINE RUNNING FROM THE SOUTHWEST CORNER OF U.S. GOVERNMENT LOT NO. 1 IN SECTION 27, TOWNSHIP 3 SOUTH, RANGE 16 WEST, TO THE NORTHEAST CORNER OF SAID LOT; BOUNDED ON THE NORTH BY THE CENTERLINE OF STATE ROAD NO. 30 (U.S. HIGHWAY NO. 98); BOUNDED ON THE WEST BY A LINE PARALLEL TO AND 152 FEET 3 INCHES WESTERLY OF THE EAST BOUNDARY LINE DESCRIBED ABOVE; AND BOUNDED ON THE SOUTH BY THE GULF OF MEXICO; BEING A PART OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA. LESS R/W FOR STATE ROAD NO. 30 (U.S. HIGHWAY NO. 98) FORMERLY STATE ROAD NO. 10.

PARCEL II:

A STRIP OF LAND 52 FEET IN WIDTH, MORE FULLY DESCRIBED AS FOLLOWS, TO WIT: BOUNDED ON THE EAST BY A LINE PARALLEL TO AND 1086 1/2 FEET (COMPUTED AT RIGHT ANGLES BETWEEN PARALLEL LINES) WEST OF A STRAIGHT LINE RUNNING FROM THE SOUTHWEST CORNER OF U.S. LOT 1 OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 16 WEST, TO THE NORTHEAST CORNER OF SAID LOT; BOUNDED ON THE NORTH BY THE CENTERLINE OF STATE ROAD NO. 30 (FORMERLY STATE ROAD NO. 10), (U.S. HIGHWAY 98); BOUNDED ON THE WEST BY A LINE PARALLEL TO AND 52 FEET WEST OF THE EAST BOUNDARY LINE DESCRIBED ABOVE; AND BOUNDED ON THE SOUTH BY THE GULF OF MEXICO; BEING A PART OF SECTION 27, TOWNSHIP 3 SOUTH, RANGE 16 WEST, BAY COUNTY, FLORIDA.

Including:

All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "Improvements");

All accounts, general intangibles, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation, all construction contracts, architectural services contracts, management contracts, leasing agent contracts, purchase and sales contracts, put or other option contracts, and all other contracts and agreements relating to the construction of improvements on, or the operation, management and sale of all or any part of the Land and Improvements;

EXHIBIT A CONTINUED

- (i) All rents, royalties, profits, issues and revenues of the Land and Improvements from time to time accruing, whether under leases or tenancies now existing or hereafter created; and
- (ii) All judgments, awards of damages and settlements hereafter made resulting from condemnation proceedings or the taking of the Land and Improvements or any part thereof under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Land and Improvements or any part thereof, or to any rights appurtenant thereto, including any award for change of grade or streets. Lender hereby is authorized on behalf of and in the name of Mortgagor to execute and deliver valid acquittances for, and appeal from, any such judgments or awards. Lender may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on any of the indebtedness secured hereby in such manner as it elects or, at its option, the entire amount or any part thereof so received may be released;

All cash and non-cash proceeds and all products of any of the foregoing items or types of property described in (a), (b), (c) or (d) above, including, but not limited to, all insurance, contract and tort proceeds and claims, and including all inventory, accounts, chattel paper, documents, instruments, equipment, fixtures, consumer goods and general intangibles acquired with cash proceeds of any of the foregoing items or types of property described in (a), (b), (c) or (d) above.