

a/n

IN THE CIRCUIT COURT OF THE
FIFTH JUDICIAL CIRCUIT, IN AND FOR
HERNANDO COUNTY, FLORIDA

CASE NO: CA-09-4504

Branch Banking and Trust Company, a
North Carolina banking corporation, as
successor in interest to Colonial Bank,
successor by conversion to Colonial
Bank, N.A., formerly known as Union
Bank of Florida, a national association,

Plaintiff,

v.

Avalon Development, LLC, a Florida
limited liability company, E. Chester
Stokes, Jr., individually, The
Homeowners' Association of Avalon
Village, Inc., a Florida non-profit
corporation, and All Unknown Persons
in Possession,

Defendants.

_____ /

FILED FOR RECORD
KAREN NICOLAI CLERK
HERNANDO COUNTY, FL.
2012 JAN 17 PM 4:00

AMENDED CERTIFICATE OF TITLE

The undersigned Clerk of the Court certifies that she executed and filed a Certificate of Sale in this action on Thursday, October 13, 2011, for the real and personal property described herein and that no objections to the sale have been filed within the time allowed for filing objections.

The real property situated in Hernando County, Florida, and legally described in the attached Exhibit "A" was sold to Plaintiff's Assignee, Eagle FL V SPE, LLC, a North Carolina limited liability company, 200 West Second Street, Third Floor, Winston-Salem, NC 27101.

CASE NO.: CA-09-4504

WITNESS my hand and the seal of this Court this 18 day of January, 2012.

(Seal)

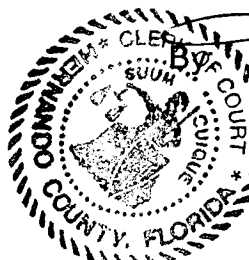


KAREN NICOLAI
Clerk of the Circuit Court
Hernando County, Florida

Karen Spoguel
Deputy Clerk

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by U.S. Mail delivery to **GARY S. SALZMAN, ESQ.**, GrayRobinson, P.A. 301 East Pine Street, Suite 1400, Orlando, FL 32801 (*Attorney for Plaintiff*), **JOHN ROGERSON, ESQ.**, and **MICHAEL LEE, ESQ.**, Volpe, Bajalia, Wickes, Rogerson & Wachs, P.A., 501 Riverside Avenue, 7th Floor, Jacksonville, Florida 32202 (*Attorneys for Defendants*) and **LIONEL RUBIO, ESQ.**, Winderweedle, Haines, Ward & Woodman, P.A., Post Office Box 880, Winter Park, Florida 32790-0880, (*Attorney for Receiver/Consultant*), this 18 day of January, 2012.



Karen Spoguel
Deputy Clerk

3942100 v2
12/27/11

EXHIBIT "A"

Parcel 1:

The Southeast 1/4 of the Northeast 1/4, Section 34, Township 23 South, Range 18 East, Hernando County, Florida, LESS right of way for Anderson Snow Road.

Parcel 2:

The East 1/2 of the Northwest 1/4 of the Northeast 1/4, Section 34, Township 23 South, Range 18 East, Hernando County, Florida.

Parcel 3:

The East 1/2 of the Southwest 1/4 of the Northeast 1/4, Section 34, Township 23 South, Range 18 East, Hernando County, Florida.

Parcel 4A:

The West 1/2 of the Northwest 1/4 of the Northeast 1/4, Section 34, Township 23 South, Range 18 East, Hernando County, Florida.

Parcel 4B:

The West 1/2 of the Southwest 1/4 of the Northeast 1/4, Section 34, Township 23 South, Range 18 East, Hernando County, Florida.

Parcel 5A:

The Southwest 1/4 of the Northwest 1/4, Section 34, Township 23 South, Range 18 East, Hernando County, Florida..

Parcel 5B:

The West 1/2 of the Northeast 1/4 of the Southwest 1/4, Section 34, Township 23 South, Range 18 East, Hernando County, Florida.

Parcel 5C:

The East 1/2 of the West 1/2 of the Southeast 1/4 of the Southwest 1/4, Section 34, Township 23 South, Range 18 East, Hernando County, Florida, LESS road right of way for County Line Road.

Parcel 6:

The Southeast 1/4 of the Northwest 1/4, Section 34, Township 23 South, Range 18 East, Hernando County, Florida.

Parcel 7:

The West 1/2 of the Northwest 1/4 of the Southwest 1/4, Section 34, Township 23 South, Range 18 East, Hernando County, Florida.

Parcel 8A:

That portion of the West 1/2 of the West 1/2 of the Northeast 1/4 of the Southeast 1/4, Section 34, Township 23 South, Range 18 East, Hernando County, Florida, lying North and West of Anderson Snow Road.

Parcel 8B:

That portion of the West 1/4 of the Northeast 1/4 of the Southeast 1/4, Section 34, Township 23 South, Range 18 East, Hernando County, Florida, lying South and East of Anderson Snow Road.

Parcel 9A:

That portion of the East 3/4 of the North 1/2 of the Northeast 1/4 of the Southeast 1/4, Section 34, Township 23 South, Range 18 East, Hernando County, Florida, lying North and West of Anderson Snow Road.

Parcel 9B:

That portion of the East 3/4 of the North 1/2 of the Northeast 1/4 of the Southeast 1/4, Section 34, Township 23 South, Range 18 East, Hernando County, Florida, lying South and East of Anderson Snow Road, LESS the South 140.00 feet of the East 165.00 feet thereof.

Parcel 10A:

The East 1/2 of the Northeast 1/4 of the Southwest 1/4, Section 34, Township 23 South, Range 18 East, Hernando County, Florida.

Parcel 10B:

The East 1/2 of the Southeast 1/4 of the Southwest 1/4, Section 34, Township 23 South, Range 18 East, Hernando County, Florida, LESS road right of way for County Line Road.

Parcel 10C:

That portion of the Southwest 1/4 of the Southeast 1/4, Section 34, Township 23 South, Range 18 East, Hernando County, Florida, lying North of County Line Road and West of Anderson Snow Road.

Parcel 11:

The West 1/2 of the Northwest 1/4 of the Southeast 1/4, Section 34, Township 23 South, Range 18 East, Hernando County, Florida.

Parcel 12:

That portion of the East 1/2 of the East 1/2 of the Northwest 1/4 of the Southeast 1/4, Section 34, Township 23 South, Range 18 East, Hernando County, Florida, lying North and West of Anderson Snow Road.

Parcel 13:

The West 1/4 of the Southeast 1/4 of the Southwest 1/4, Section 34, Township 23 South, Range 18 East, Florida, LESS the Southerly 40 feet thereof, Hernando County, Florida.

LESS AND EXCEPT lands described in Right-of-Way Deed to State of Florida recorded in Official Records Book 157, Page 687, Public Records of Hernando County, Florida.

LESS AND EXCEPT lands described in Right-of-Way Deed to Hernando County recorded in Official Records Book 767, Page 613, Public Records of Hernando County, Florida.

LESS AND EXCEPT lands described in Order of Taking in favor of the State of Florida, Department of Transportation recorded in Official Records Book 1136, Page 1828, Public Records of Hernando County, Florida.

LESS AND EXCEPT lands described in Special Warranty Deed to Hernando County recorded in Official Records Book 1792, Page 1826, Public Records of Hernando County, Florida described as follows:

Commence at the Southwest corner of Section 34, Township 23 South, Range 18 East, Hernando County, Florida; thence run South 89°45'42" East a distance of 1322.21 feet to the West boundary of the Southeast 1/4 of the Southwest 1/4 of said Section 34; thence run along said West boundary the following two (2) courses: (1) North 00°03'54" East a distance of 40.00 feet to the Point of Beginning; (2) thence continue North 00°03'54" East a distance of 125.22 feet; thence run South 89°48'14" East a distance of 2180.24 feet to a point on a curve

on the Northerly right of way of County Line Road (C.R. 578), per Florida Department of Transportation Right-of-Way Map Project No. 9080-1300.97140-1303; thence run along said Northerly right of way line the following six (6) courses: (1) Westerly a distance of 381.97 feet along the arc of a curve to the left having a radius of 4076.74 feet and a central angle of $05^{\circ}22'06''$ (chord bearing South $87^{\circ}30'43''$ West 381.83 feet) to a point of tangency; (2) South $84^{\circ}49'40''$ West a distance of 827.07 feet to a point of curvature; (3) Westerly a distance of 101.28 feet along the arc of a curve to the right having a radius of 1080.92 feet and a central angle of $05^{\circ}22'06''$ (chord bearing South $87^{\circ}30'43''$ West 101.24 feet) to a point of tangency; (4) North $89^{\circ}48'14''$ West a distance of 106.81 feet; (5) South $00^{\circ}11'46''$ West a distance of 25.78 feet; (6) North $89^{\circ}45'42''$ West a distance of 767.16 feet to the Point of Beginning.

LESS AND EXCEPT lands described in Special Warranty Deed to Spring Hill Venture, LLC recorded in Official Records Book 2455, Page 727, Public Records of Hernando County, Florida described as follows:

A parcel of land lying in Section 34, Township 23 South, Range 18 East, Hernando County, Florida and being more particularly described as follows:

Commence at the Southeast corner of Tract "L-6", according to the Plat of Villages at Avalon Phase 1, as recorded in Plat Book 36, Pages 24 through 37, inclusive, of the Public Records of Hernando County, Florida, for a Point of Beginning, run thence along the Easterly boundary of said Tract "L-6", the following two (2) courses: (1) North 624.67 feet to a point of curvature; (2) Northerly, 166.80 feet along the arc of a curve to the right having a radius of 720.00 feet and a central angle of $13^{\circ}16'24''$ (chord bearing North $06^{\circ}38'12''$ East, 166.42 feet); thence East, 1702.02 feet to a point on the Westerly right of way line of Anderson Snow Road, as recorded in Official Records Book 1136, Page 1830, of the Public Records of Hernando County, Florida; thence along said Westerly right of way line, South $00^{\circ}15'23''$ West, 795.86 feet to a point on the Northerly right of way line of County Line Road, as recorded in Official Records Book 1136, Page 1830, of the Public Records of Hernando County, Florida; thence along said Northerly right of way line, North $89^{\circ}48'14''$ West, 324.57 feet to the Easterly most corner of the additional right of way for said County Line Road, as recorded in Official Records Book 1792, Page 1826, of the Public Records of Hernando County, Florida; thence along the Northerly boundary of said additional right of way for County Line Road, continue North $89^{\circ}48'14''$ West, 1393.13 feet to the Point of Beginning.

ALSO LESS AND EXCEPT:

Lots 1 through 16, Block 15; Lots 1 through 14, Block 16; Lots 1 through 21, Block 17; Lots 1 through 47, Block 18; Lots 1 through 76, Block 19; Lots 1 through 18, Block 20; Lots 1 through 19, Block 21; Lots 1 through 28, Block 22; Lots 1 through 28, Block 23; Lots 1 through 7, and Lots 18 through 24, Block 24; Lots 1 through 21, Block 27; Lots 1 through 3, Block 29; Lots 9 and 12, Block 30; Lots 1, 3 and 4, Block 31; Lots 1, 3 and 5, Block 32; Lots 7, 9, 10, and 12 through 14, Block 33; Tracts A, B-1 through B-12, L-1 through L-10, P-1, P-2, Z-1 and Z-2, and platted roadways, of VILLAGES AT AVALON PHASE 1, according to the plat thereof as recorded in Plat Book 36, Pages 24 through 37, Public Records of Hernando County, Florida.

Lots 4 through 15 and 34, Block 1; Lots 1 through 15, Block 2; Tracts B-18, B-24, B-25, B-26, and L-11, and platted roadways, of VILLAGES AT AVALON PHASE 2B EAST, according to the plat thereof as recorded in Plat Book 38, Pages 30 through 35, Public Records of Hernando County, Florida.

Lots 8 through 17, Block 24; Lots 1 through 42, Block 27; Tracts B-14 and E, and platted roadways, of VILLAGES AT AVALON PHASE 2B WEST, according to the plat thereof as recorded in Plat Book 38, Pages 36 through 39, Public Records of Hernando County, Florida.

Lot 22, Block 29, of VILLAGES AT AVALON PHASE 2A, according to the plat thereof as recorded in Plat Book 39, Pages 27 through 30, Public Records of Hernando County, Florida.

TOGETHER WITH:

(A) All rights, privileges, tenements, hereditaments, rights-of-way, easements, appurtenances, projections, appurtenances, water rights (including riparian and littoral rights), streets, ways, alleys, strips and gores of land in any way belonging to, adjoining, appurtenant to, crossing, or pertaining to the aforescribed land ("Land").

(B) All buildings, betterments, structures, improvements and fixtures of any nature constructed or located, in whole or in part, on the Land, regardless of whether physically affixed thereto or now or hereafter severed or capable of severance from the Land (collectively, the "Improvements").

(C) All tangible property (collectively, the "Equipment") owned by the Mortgagor and located at, affixed to or placed upon the Land or the Improvements. The Equipment includes, without limitation, the following: (1) all machinery, equipment, appliances, fixtures, conduits and systems for generating or distributing air, water, heat, air conditioning, electricity, light, fuel or

refrigeration, or for ventilating or sanitary purposes, or for the exclusion of vermin or insects, or for the removal of dust, refuse, sewage or garbage, or for fire prevention or extinguishing; (2) all elevators, escalators, lifts and dumbwaiters; (3) all motors, engines, generators, compressors, pumps, lift stations, tanks, boilers, water heaters, furnaces and incinerators; (4) all furniture, furnishings, fixtures, appliances, installations, partitions, projection systems, shelving, cabinets, lockers, vaults and wall safes; (5) all carpets, carpeting, rugs, underpadding, linoleum, tiles, mirrors, wall coverings, windows, storm doors, awnings, canopies, shades, screens, blinds, draperies and related hardware, chandeliers and light fixtures; (6) all plumbing, sinks, basins, toilets, faucets, pipes, sprinklers, disposals, laundry appliances and equipment, and kitchen appliances and equipment; (7) all alarm, safety, electronic, telephone, music, entertainment and communications equipment and systems; (8) all janitorial, maintenance, cleaning, window washing, vacuuming, landscaping, pool and recreational equipment and supplies; (9) all storage tanks (including, without limitation, underground storage tanks) together with pipes, lines and other equipment associated therewith; and (10) any other items or property, wherever kept or stored, if acquired by the Mortgagor with the intent of incorporating them in the Land or the Improvements.

(D) All rights of the Mortgagor in and to all awards or payments, including interest thereon and the right to receive the same, growing out of or resulting from any exercise of the power of eminent domain (including the taking of all or any part of the Land or the Improvements), or any alteration of the grade of any street upon which the Land abuts, or any other injury to, taking of, or decrease in the value of the Land or the improvements or any part thereof.

(E) All rights of the Mortgagor in and to any hazard, casualty, liability, or other insurance policy carried for the benefit of the Mortgagor or the Mortgagee with respect to the Improvements or the Equipment, including without limitation any unearned premiums and all insurance proceeds or sums payable in lieu of or as compensation for any loss of or damage to all or any portion of the Improvements or the Equipment.

(F) All rights of the Mortgagor in and to all supplies and building materials delivered to or located upon the Land or elsewhere and used or usable in connection with the construction or refurbishing of the Improvements or the Equipment.

(G) All rights of the Mortgagor in, to, under, by virtue of, arising from or growing out of any and all present contracts, instruments, accounts, insurance policies, permits, licenses, trade names, plans, specifications, appraisals, reports, paid fees, choses-in-action, subdivision restrictions or declarations or general intangibles whatsoever dealing with, affecting or concerning the Land, the Improvements or the Equipment or any portion thereof or interest therein including, without limitation, the following: (l) all contracts, plans, specifications

and permits for or related to the Land or its development or the construction or refurbishing of the Improvements; (2) all agreements for the provision of utilities (including any reservation of capacity for utilities) to the Land or Improvements; (3) all payment, performance or other bonds; (4) all contracts, option agreements, right of first refusal agreements and other agreements now existing (whereafter made for the sale by the Mortgagor of all or any portion of the Land or the Improvements, including any deposits paid by any purchasers (howsoever such deposits may be held) and any proceeds of such contracts and agreements, including any purchase-money notes and mortgages made by such purchasers; and (5) any declaration of condominium, restrictions, covenants, easements or similar documents now or hereafter recorded against the title to all or any portion of the Land.

(H) All rents, income, issues and profits of the Land, the Improvements and other property subject to this Mortgage (collectively, the "Rents"), and all leases, subleases, tenancies, licenses, franchises and occupancy agreements of any nature whatsoever affecting the Land or the Improvements (collectively, the "Leases"), together with all guaranties of the Leases and all security deposits and prepaid rents under the Leases.

(I) All proceeds (and proceeds of proceeds), products, replacements, additions, betterments, extensions, improvements, substitutions, renewals and accessions of or to any of the foregoing.

Without in any way limiting the foregoing, the foregoing includes all of the rights, powers, authorities, reservations, titles, interests, privileges and entitlements as "Developer" in accordance with and pursuant to the Declaration of Covenants and Restrictions for Avalon Village, recorded in Official Records Book 2084, Page 1236, of the Public Records of Hernando County, Florida, as amended and supplemented from time to time.

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