

THIS INSTRUMENT PREPARED BY and RETURN TO:

Sula S. McAuley.  
Clark, Partington, Hart, Larry, Bond & Stackhouse  
34990 Emerald Coast Pky, Suite 301  
Destin, FL 32541  
Record: Santa Rosa Co. 2 pages: \$18.50  
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Tax Identification No. 08-2S-26-0000-00419-0000.

STATE OF FLORIDA  
COUNTY OF SANTA ROSA

**WARRANTY DEED**

KNOW-ALL MEN BY THESE PRESENTS that **OHOPAKI GENERAL CONTRACTING & MECHANICAL, INC., an Oklahoma corporation** (the "Grantor"), with mailing address of 123 East Avenue C, Heavener, OK 74937, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells and conveys to **HANCOCK BANK, a Mississippi state registered bank**, ("Grantee"), with mailing address of Special Assets, 1003-A John Sims Pkwy, Niceville, Florida 32578, its successors and assigns, forever, the real property located in Santa Rosa County, Florida described as follows:

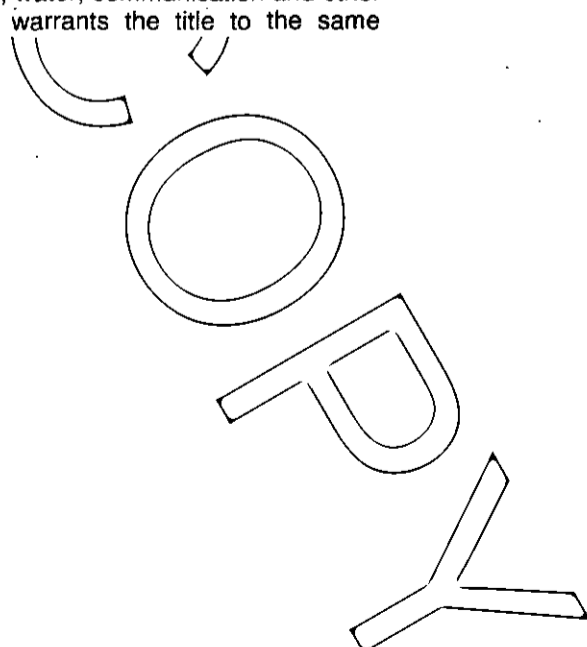
THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF SANTA ROSA, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH HALF OF SECTION 8, TOWNSHIP 2 SOUTH, RANGE 26 WEST, SANTA ROSA COUNTY, FLORIDA; THENCE SOUTH ALONG THE WEST LINE OF SECTION 8 A DISTANCE OF 50 FEET TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 399 (100' R/W) AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH ALONG THE SAID WEST LINE OF SECTION 8 A DISTANCE OF 200 FEET TO THE NORTH BOUNDARY LINE OF THE SUBDIVISION, SECOND ADDITION TO NAVARRE, WHICH IS RECORDED IN PLAT BOOK C, PAGE 31; THENCE 89°54'38" LEFT ALONG THE NORTH BOUNDARY LINE OF SAID SECTION ADDITION TO NAVARRE A DISTANCE OF 203.88 FEET TO THE WEST RIGHT OF WAY OF SAID AVENIDA DE SOL ALONG AN ARC A DISTANCE OF 111.01 FEET (ARC LENGTH) SAID ARC BEING PART OF A CIRCLE CONCAVE TO THE EAST OF RADIUS 270 FEET, THRU AN ANGLE OF 23°33'24", THENCE CONTINUE NORTHERLY ALONG THE RIGHT OF WAY OF SAID AVENIDA DE SOL ALONG AN ARC A DISTANCE OF 86.34 FEET (ARC LENGTH) (SAID ARC BEING PART OF A CIRCLE CONCAVE TO THE WEST OF RADIUS 210 FEET THRU AN ANGLE OF 23°33'24"), THENCE NORTH ALONG THE RIGHT OF WAY OF SAID AVENIDA DE SOL A DISTANCE OF 8.17 FEET TO THE SOUTH RIGHT OF WAY LINE OF HIGHWAY 399; THENCE 90° LEFT ALONG SAID RIGHT OF WAY A DISTANCE OF 244.19 FEET TO THE POINT OF BEGINNING. SITUATE AND BEING IN SECTION 8, TOWNSHIP 2 SOUTH, RANGE 26 WEST, SANTA ROSA COUNTY, FLORIDA.

The above described property is not the homestead property of the Grantor.

Together with all the improvements thereon and the appurtenances thereunto belonging, which includes, without implied limitation, the following: (a) all privileges, rights, easements, hereditaments, and appurtenance thereunto belonging; (b) all right, title and interest in and to any streets, alleys, ramps, passages, abutter's rights and other rights-of-way appurtenant thereto; (c) all water, mineral and other subsurface rights; and (d) all buildings, improvements, fixtures and related equipment and conduits to provide fire protection, security, light, plumbing, refrigeration, sewer, gas, water, communication and other services to the property herein described or any part thereof; and warrants the title to the same (hereinafter the "Premises").

{68144/135063/A1375269.DOCX }



Documentary Stamp Tax is being paid on a consideration amount equal to the principal amount owed by Grantor to Grantee plus interest to the date of this conveyance as referenced by a mortgage made by Grantor and recorded as follows: That certain mortgage from Grantor to Whitney National Bank, recorded June 11, 2008, in Book 2835, Page 344, which was assigned to Hancock Bank by a Non-Recourse Assignment recorded on June 28, 2008, in Book 3262, Page 973, in the original principal amount of \$630,000.00, and the terms and conditions thereof, as recorded in the Public Records of Santa Rosa County, Florida. This warranty deed is executed, delivered, and accepted as a deed in lieu of foreclosure as partial consideration for repayment of the debt owed to Grantee, but this deed is neither given in full satisfaction of the debt owed to Grantee nor is it given as additional security. The Grantor acknowledges and agrees that the conveyance of the above described Premises is an absolute conveyance, the consideration for which is a credit by Grantee to Grantor in the amount of a mutually agreed upon fair market value of the Premises conveyed herein against the debt owed by Grantor to Grantee. After the credit, Grantor still owes a debt to Grantee; however, this conveyance is not and should not be construed as a conveyance to secure a debt. The parties do not intend this warranty deed to operate as any merger of the fee interest of Grantee in the Premises with the still outstanding mortgage lien on the Premises held by Grantee, it being specifically intended by Grantor and Grantee that such lien rights of Grantee in the Premises shall survive the execution and delivery of this warranty deed and remain outstanding. No such merger of interests will occur until such time as the Grantee executes a written instrument specifically releasing its mortgage and effecting such merger and duly records the same.

TO HAVE AND TO HOLD unto Grantee and the successors and assigns of Grantee, forever, together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining.

Grantor hereby fully warrants that the land is not the homestead of the Grantor and warrants the title to said land, and will defend the same against the lawful claims of all persons whomsoever. By acceptance of this Deed, Grantee does not assume any obligations of Grantor related to the Property.

IN WITNESS WHEREOF, Grantor has executed this instrument the 26<sup>th</sup> day of Nov, 2013.

Signed, sealed and delivered in our presence:

X Jenni Simpson  
Signature of Witness 1  
Print Name: Jenni Simpson

**OHOPAKI GENERAL CONTRACTING & MECHANICAL, INC.**  
an Oklahoma corporation

By: Robert L. White  
ROBERT L. WHITE, President

X Diana Brand  
Signature of Witness 2  
Print Name: Diana Brand

STATE OF OKLAHOMA  
COUNTY OF LeFlore

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of Nov, 2013, by Robert L. White, president of Ohopaki General Contracting & Mechanical, Inc., an Oklahoma corporation, on behalf of the corporation,

who [check one]  
 is personally known to me or who ( ) produced a current driver's license as identification.

Stephanie Renee Parker  
NOTARY PUBLIC

(Affix seal, print name, indicate commission expiration date)  
Stephanie Renee Parker  
Com # 12011926  
Exp 12/21/2014

