

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT IN AND FOR SARASOTA COUNTY, FLORIDA  
 IN THE COUNTY COURT IN AND FOR SARASOTA COUNTY, FLORIDA

RECORDED IN OFFICIAL RECORDS  
INSTRUMENT #2010087623 3 PG

DIVISION:  
**CIVIL**

CASE NUMBER:  
**2009 CA 016754 NC**

07/19/2010 02:03:49 PM  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
CIVIL COURTS Receipt # 1297206

Doc Stamp-Mort: \$0.00  
Doc Stamp-Deed: \$1.40  
Intang. Tax: \$0.00  
STAMP FOR RECORDING

**PLAINTIFF(S)**  
**BRANCH BANKING AND TRUST COMPANY, a North Carolina corporation,**

**VS. DEFENDANT(S)**

**J&J HOMES, INC.,**  
**a Florida corporation;**  
**775 LAND DEVELOPMENT TRUST,**  
**a Florida trust;**  
**KNIGHTS TRAIL EXCAVATING,**  
**LLC, a Florida limited liability**  
**company;**  
**CEDAR RIDGE OF VENICE, LLC, a**  
**Florida limited liability company;**  
**CEDAR RIDGE II, LLC, a Florida**  
**limited liability company;**  
**VENICE AVENUE, LLC, a Florida**  
**limited liability company;**

**JACQUES CLOUTIER, an individual;**  
**JAMES A. BLACKBURN, an**  
**individual;**  
**JERRY F. BLACKBURN, an**  
**individual;**  
**SYNOVUS BANK f/k/a SYNOVUS**  
**BANK OF TAMPA BAY, a Florida**  
**corporation; and**  
**DANCING PARTNERS, LLC, a Florida**  
**limited liability company,**

**CERTIFICATE OF TITLE- EXHIBIT I**

The undersigned Clerk of the Circuit Court certifies that he or she executed and filed a certificate of sale in this action on JULY 6, 2010 for the property described herein and that no objections to the sale have been filed within the time allowed for filing objections pursuant to §45.031(4) Florida Statutes.

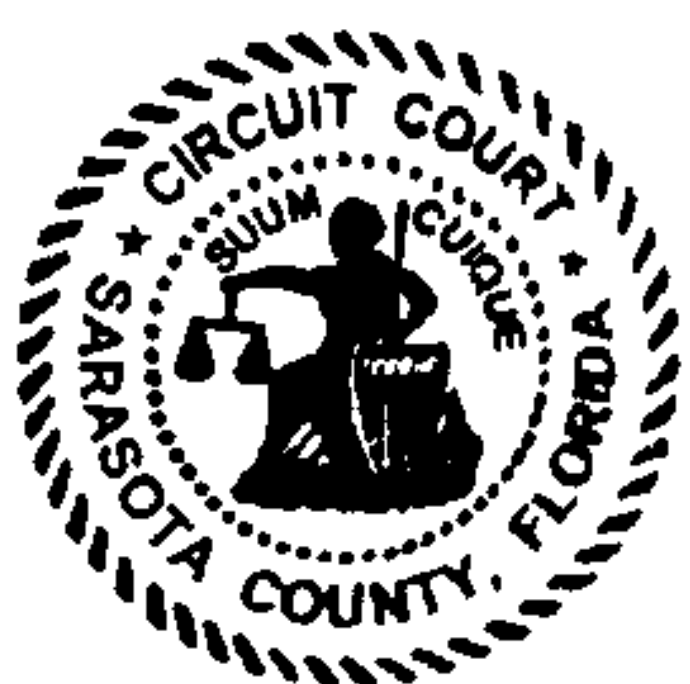
The following property located in Sarasota County, Florida:

**SEE ATTACHED**

was sold to **BRANCH BANKING AND TRUST COMPANY**  
**A NORTH CAROLINA CORPORATION**

whose address is **C/O GREENBERG TRAUER P.A.**  
**1221 BRICKELL AVE.**  
**MIAMI, FL 33131**

WITNESS my hand and the seal of this Court on JULY 19, 2010.



**KAREN E. RUSHING**  
**CLERK OF THE CIRCUIT COURT**

BY: *Teresa Seaver*  
Deputy Clerk

FILED FOR RECORD  
2010 JUL 19 AM 11:37  
KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FL

*Sale Price \$152.00*

Doc. Stamp Paid \$ 1.40

Doc. Stamp Due \$ \_\_\_\_\_  
and outstanding

Case: 2009 CA 016754 NC  
0005187593  
Dkt: CERTLR

**Exhibit "I"**

**(Property Description)**

**Note: The term "Mortgagor" shall mean Venice Avenue and J&J, collectively, the term "Mortgagee" shall mean BB&T and the term "property" shall mean all those certain lots, pieces, or parcels of land lying and being in Sarasota County, State of Florida, together with the buildings and improvements now or hereafter situated thereon, said land being legally described as follows:**

1. **REAL PROPERTY**

**Parcel 1:**

Lots 1, 2, 3, 4, 5, 6, 7, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, Block 43, Gulf View Section of Venice, as recorded in Plat Book 2, Page 77, Public Records of Sarasota County, Florida, and the North ½ of the Vacated Alley abutting Lots 1 through 7, inclusive, on the South, and the South ½ of the Vacated Alley abutting Lots 21 through 37, inclusive, on the North.

**BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

Begin at the Northeast corner of said Lot 1; thence South along the West right-of-way line of North Nassau Street, a distance of 250.00 feet to the Southeast corner of said Lot 37; thence N 89 degrees 58' 49" W along the North right-of-way line of West Venice Avenue, a distance of 425.00 feet to the Southwest corner of said Lot 21; thence North along the West line of said Lot 21 and the Northerly extension thereof, a distance of 125.00 feet to a point on the centerline of that certain closed alley, vacated by Resolution No. 221-70, recorded in Official Records Book 868, Page 251, of the Public Records of Sarasota County, Florida; thence S 89 degrees 58' 49" E along said centerline, a distance of 45.00 feet; thence North along the West line of said Lot 7 and the Southerly extension thereof, a distance of 125.00 feet to the Northwest corner of said Lot 7; thence S 89 degrees 58' 49" E along the South right-of-way line of West Tampa Avenue, a distance of 380.00 feet to the Point of Beginning.

Being the same property conveyed to Synovus Bank f/k/a Synovus Bank of Tampa Bay, a Florida corporation, by a Certificate of Title, dated January 25, 2010, of record as Instrument No. 2010009790, in the records for Sarasota County, Florida.

Being the same property conveyed to J & J Homes, Inc., from Nettie Weaver, the unremarried surviving spouse of James M. Weaver, deceased, by a Warranty Deed dated December 28, 1979, of record as Instrument No. 984150, in the records for Sarasota County, Florida.

**TOGETHER WITH**

each and every tenement, hereditament, easement, right, power, privilege, immunity and appurtenance thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, and also the estate, right, title, interest, homestead, separate estate, property, possession and claim whatsoever in law as well as in equity of Mortgagor of, in and to the same in every part and parcel thereof unto Mortgagee in fee simple (the "Property").

2. FIXTURES AND PERSONALTY. (i) all personal property and fixtures now or hereafter affixed to or located on the Property, which is deemed to be fixtures and a part of the real property under applicable law; (ii) all articles of personal property and all materials delivered to the Property for use in any way thereon; or intended to be incorporated therein, and owned by Mortgagor' (iii) all contract rights, general intangibles, actions and rights of action, including all rights to insurance policies and proceeds, all equipment, including parts, accessories, attachments, special tools, additions and accessions thereto, (iv) all sewer and water tap units, connection fees. impact fees, reservation fees and other deposits or payments made in connection with the reservation, allocation, permitting or providing of wastewater treatment and potable water to the Property, and any and all claims or demands relating thereto, now owned or which may hereafter be acquired by Mortgagor, together with all right, title, interest, estate, equity, demand or claim to the provision of wastewater treatment and potable water to the Property, now existing, hereafter coming into existence, or which may hereafter be acquired by Mortgagor, and (v) all proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing items. This Mortgage is a self- operative security agreement with respect to the above-described property, but Mortgagor agrees to execute and deliver on demand /curia other security agreements, financing statements and other instruments as Mortgagee may request in order to perfect its security interest or to impose the lien hereof more specifically upon any of such property. Mortgagee shall have all the rights and remedies in addition to those specified herein of a secured party under the Florida Uniform Commercial Code.

3. RENTS, PROFITS, PROCEEDS, ETC. All rents, issues, profits, revenue, income, proceeds, and other benefits flowing or derived from the Property, which are also hereby collaterally assigned to the Mortgagee, together with all proceeds of the conversion, voluntary or involuntary of any of the foregoing into cash or liquidated claims, including without limitation, proceeds of insurance and condemnation awards; provided however, that this shall be with permission hereby given to Mortgagor so long as no default has occurred hereunder, to collect, receive, and use such benefits from the Property and the property described in this paragraph 3, as they become due and payable, but not in advance thereof.