ERNIE LEE MAGAHA

CLERK OF THE CIRCUIT COURT

ARCHIVES AND RECORDS
CHILD SUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
JURY ASSEMBLY
JUVENILE
MENTAL HEALTH
MIS
OPERATIONAL SERVICES
PROBATE
TRAFFIC



COUNTY OF ESCAMBIA OFFICE OF THE CLERK OF THE CIRCUIT COURT

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

CLERK TO THE BOARD OF COUNTY COMMISSIONERS

OFFICIAL RECORDS COUNTY TREASURY AUDITOR

IMAGING COVER PAGE

This cover page is not a part of the original documents but is necessary to avoid obscuring any information on the original documents

Case: 2005 TD 002713

00095074750 Dkt: TD83 Pg#: 2

Original Documents Follow

TAX COLLECTOR'S CERTIFICATION

Application Date/Number FEB 26, 2008 9979

This is to certify that the holder listed below of Tax Sale Certificate Number 2005/ 2713.000, Issued the 01st day of June, 2005, and which encumbers the following described property in the county of Escambia County Tax Collector State of Florida, to-wit: 08-0458-000

Cert MERCURY 1 LLC
Holder PO BOX 25177
MIAMI FL 33102-5177

Property

BACON BILLY K & KATHALEEN L

Owner 110 REED RD

PENSACOLA FL, 32507

N1/2 OF LT 6 ALL LT 7

OR 4598 P 1074 CA 200

BLK 19

2ND ADDN TO AERO VISTA

PB 2 P 22

SEC 50/51 T 2S R 30

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid.

Certificates owned by Applicant and Filed in Connection With This Application:

 Certificate
 Date of Sale
 Face Amount
 T/C Fee
 Interest
 Total

 2005/
 2713.000
 06/01/2005
 495.07
 0.00
 24.75
 519.82

Certificates Redeemed by Applicant in Connection With This Tax Deed Application or included (County) in connection with this Tax Deed Application:CertificateDate of SaleFace AmountT/C FeeInterestTotal2004/ 3968.00006/01/2004471.496.2523.57501.31

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or included (County)	1,021.13
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	1,158.98
3. Total of Current Taxes Paid by Tax Deed Applicant .{2007}	465.68
4. Ownership and Encumbrance Report Fee	125.00
5. Total Tax Deed Application Fee	75.00
6. Total Certified By Tax Collector To Clerk of Court	2,845.79
7. Clerk of Court Statutory Fee	2,0 (5.7)
8. Clerk of Court Certified Mail Charge	
9. Clerk of Court Advertising Charge	
10 GL 100 D	
10. Sheriff's Fee 11. 12. Total of Lines 6 thru 11 13. Interest Computed by Clerk of Court Per Florida Statutes	
12. Total of Lines 6 thru 11	
13. Interest Computed by Clerk of Court Per Florida Statutes	
14. One-half of the assessed value of homestead property, if applicable pursuant to section 197.502, F.S.	24,505.00
15. Total of Lines 12 thru 14 (Statutory Opening Bid)	
16. Redemption Fee	6.25
17. Total Amount to Redeem	
* Done this the 26th day of February, 2008	
	. 0
Date of Sale: TAX SOLLECTOR OF Escambia County Tax Collector County	Makey
by De work	1 110-10000

* This certification must be surremered to the Clerk of the Circuit Court no later than ten (10) days after this date.

ERNIE LEE MAGAHA

CLERK OF THE CIRCUIT COURT

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CIRCUIT CIVIL
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Case: 2005 TD 002713

00007588264 Dkt: TD82 Pg#:



Original Documents Follow

Southern Guaranty Title Company

4400 Bayou Blvd., Suite 13B Pensacola, Florida 32503 Telephone: (850) 478-8121 Facsimile: (850) 476-1437

OWNERSHIP AND ENCUMBERANCE REPORT

File No.: 6481 February 27, 2008

Escambia County Tax Collector P.O. Box 1312 Pensacola, FL 32596 ATTN: Glenda Mahuron

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 02-26-88, through 02-26-08, and said search reveals the following:

1. THE GRANTEE(S) OF THE LAST DEED(S) OF RECORD IS:

Billy Keith Bacon and Kathaleen L. Bacon, husband and wife

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

3. The following unsatisfied mortgages, liens and judgments affecting the land covered by this Report appear of record:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

The foregoing report is prepared and furnished for information only, is not intended to constitute or imply any opinion, warranty, guaranty, insurance, or similar assurance as to the status of title, and no determination has been made of the authenticity of any instrument described or referred to herein. The name search for the purposes of determining applicable judgments and liens is limited to the apparent record owner(s) shown herein, No attempt has been made to determine whether the land is subject to liens or assessments which are not shown as existing liens by the public records. The Company's liability hereunder shall not exceed the cost of this Report, or \$1,000.00 whichever is less.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

Richard S. Combs

February 27, 2008

OWNERSHIP AND ENCUMBERANCE REPORT LEGAL DESCRIPTION

File No.: 6481

February 27, 2008

Lot 7 and North 1/2 of Lot 6, Block 19, 2nd Addition to Aero Vista, according to the plat thereof recorded in Plat Book 2, Page 22A & 22B, Public Records of Escambia County, Florida.

OWNERSHIP AND ENCUMBERANCE REPORT

CONTINUATION PAGE

File No.: 6481

February 27, 2008

UNSATISFIED MORTGAGES, LIENS AND JUDGMENTS AFFECTING THE LAND COVERED BY THIS REPORT THAT APPEAR OF RECORD:

- 1. That certain mortgage executed by Billy Keith Bacon & Kathaleen L. Bacon in favor of Beneficial Florida, Inc. dated May 18, 2001 and recorded May 21, 2001 in Official Records Book 4709, page 1443 of the public records of Escambia County, Florida, in the original amount of \$75,470.85.
- 2. That certain mortgage executed by Billy Keith Bacon & Kathaleen L. Bacon in favor of Beneficial Florida, Inc. dated May 18, 2001 and recorded May 21, 2001 in Official Records Book 4709, page 1448 of the public records of Escambia County, Florida, in the original amount of \$5,200.00.
- 3. 2005 certificate delinquent. The assessed value is \$49,010.00. Tax ID 08-0458-000.

PLEASE NOTE THE FOLLOWING:

- A. Taxes and Assessments due now or in subsequent years.
- B. Subject to Easements, Restrictions and Covenants of record.
- C. Oil, gas, mineral or any other subsurface rights of any kind or nature.
- D. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE PENSACOLA, FLORIDA 32503

TEL. (850) 478-8121

FAX (850) 476-1437

Email: rcsgt@aol.com

Janet Holley Escambia County Tax Collector P.O. Box 1312 Pensacola, FL 32596

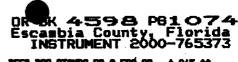
CERTIFICATION: TITLE SEARCH FOR TDA TAX DEED SALE DATE: 05-05-08 TAX ACCOUNT NO.: 08-0458-000 CERTIFICATE NO.: 2005-2713 In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale. YES NO X Notify City of Pensacola, P.O. Box 12910, 32596 X Notify Escambia County, 190 Governmental Center, 32501 X Homestead for 2007 tax year. Billy Keith Bacon Kathaleen L. Bacon 110 Reed Rd. Pensacola, FL 32507 Beneficial Florida, Inc. 6600 B N. Davis Hwy. Pensacola, FL 32504

Certified and delivered to Escambia County Tax Collector, this 27th day of February , 2008.

SOUTHERN GUARANTY TITLE COMPANY

by: Richard S. Combs, President

NOTE: The above listed addresses are based upon current information available, but said addresses are not guaranteed to be true or correct.



DEED DOC STRINGS PO & ESC CD & 245.00 08/28/00/EMNTE LIE MAGNIA, PLEIN

RETURN TO: CITIZENS TITLE GROUP., INC. 4300 BAYOU BLVD., SUITE 31 PENSACOLA, FL 32503

WARRANTY DEED

STATE OF FLORIDA

COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS, That FRED THOMAS RATCHFORD, JR. AND CHARLEYN S. RATCHFORD, HUSBAND AND WIFE as Grantor.

For and in consideration of Ten Dollars and other good and valuable considerations, the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto KATHALEEN L. BACON AND BILLY KEITH BACON, HER HUSBAND as Grantee, whose address is 110 REED ROAD, PENSACOLA, FLORIDA 32507

The following described real property, situate, lying and being in the State of FLORIDA, and County of ESCAMBIA, to wit:

LOT 7 AND NORTH 1/2 OF LOT 6, BLOCK 19, 2ND ADDITION TO AERO VISTA BEING A PORTION OF SECTIONS 50 AND 51, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 2, PAGES 22A AND 22B OF THE PUBLIC RECORDS OF SAID COUNTY.

THE SEPTIC INSPECTION IS ATTACHED AND MADE A PART HEREOF.

Subject to taxes for current year and to valid easements, mineral reservations and restrictions of record affecting the above property, if any.

(Use of the terms "grantor" and "grantee" shall include singular or plural, the masculine or the feminine, where appropriate, and shall also include, but not be limited to, their heirs, assigns, or successors in interest.) To have and to hold the same together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining free from all exemptions and right of homestead. And the grantor covenants that he is well seized of an indefeasible estate in fee simple in the said property, and has a good right to convey the same, that it is free of lien or encumbrance, and that he, his heirs, executors and administrators, the said grantee, his heirs executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same shall and will forever fully warrant and defend.

INSTRUMENT PREPARED BY: MARY J. MAY, PRESIDENT CITIZENS TITLE GROUP, INC. 4900 BAYOU BLVD., SUITE 31 PENSACOLA, FL 32503 IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents this 25th day of AUGUST, 2000.

WITNESSES:

Rom Volpare

FRED THOMAS RATCHFORD

Karers. Nocomy

Charleyn S. RATCHFORD

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this the 25th day of AUGUST, 2000, by FRED THOMAS RATCHFORD, JR. AND CHARLEYN S. RATCHFORD, HUSBAND AND WIFE personally known to me or who has produced a <u>Drivers License</u> or _______, as

identification and who did not take an oath.

KAREN S. MCCLAMMY
MY COMMISSION # CC 878815
EXPIRES: November 21, 2003
Bonded Thru Notary Public Underwitters

Notary Public Commission No: Commission expires:



UR BK 4598 P61076 Escarbia County, Florida INSTRUMENT 2000-765373

Jeb Bush Governor

Robert G. Brooks, M.D. Secretary

August 22, 2000

Keith Bacon 110 Reed Road Pensacola, FL 32507

RE: Three Bedroom

Single Family Residence

110 Reed Road

Pensacola, FL 32507

Parcel ID No.: 50-2S-30-5010-006-019

Dear Mr. Bacon:

Environmental Health conducted an inspection of the Onsite Sewage Treatment and Disposal System (OSTDS) at the above referenced location. The condition(s) stated below outline the department's assessment of the OSTDS:

At the time of the inspection, the OSTDS appeared to be operating properly with no overflows and was constructed of brick. Although no overflows were observed, the condition of the internal structure of the tank compartment could not be determined because the tank was not opened for a visual inspection. Our inspection revealed that the OSTDS tank compartment lids were separated by approximately 2 inches. There is some question as to the structural integrity of the tank compartment; therefore, we recommend that a private, licensed septic tank company inspect the internal structure of the tank. The inspection must be conducted at the property owner's expense. A copy of the certification should be faxed (595-6710) to Environmental Health.

The drainfield system was probed and the soil adjacent to the drainfield was augured to assess the system's functionality. The premise has been occupied for a considerable time and the OSTDS is of adequate size.

This letter does not imply that the system will perform satisfactorily for a specific period of time, but that the OSTDS, at the time of the inspection, is operational. This letter will be honored for a period of six months.

If we can be of further assistance, please do not hesitate to call us at (850) 595-6786.

Sincerely

Mary L. Moloney

Environmental Supervisor I

Jeb Bush

Governor



OR BK 4598 PG1077 Escambia County, Florida INSTRUMENT 2000-765373

Robert G. Brooks, M.D. Secretary

August 24, 2000

RCD Aug 28, 2000 10:59 am Escambia County, Florida

Ernie Lee Magaha Clerk of the Circuit Court INSTRUMENT 2000-765373

Kathy Bacon 110 Reed Road Pensacola, FL 32507

RE: Three Bedroom

Single Family Residence

110 Reed Rd.

Pensacola, FL 32507

Parcel ID No.: 50-2S-30-5010-006-019

Dear Ms. Bacon:

The septic tank for the above referenced address was pumped and certified by Bettis Septic on August 24, 2000. All concerns with the system have been corrected and the system meets approval from Environmental Health.

If we can be of further assistance, please do not hesitate to call us at (850) 595-6786.

Sincerely

Mary L. Moloney

Environmental Supervisor I

Return To: Records Processing Services 577 Lamont Road Elmhurst, IL 60126

OR BK 4709 PG1443 Escambia County, Florida INSTRUMENT 2001-844447

NTG BOC STANDS PO & ESC CD 4 254.25 05/21/01 EMNIE LEE WASHIN, CLERK By:

		MORTG	AGE		
311724	_				
If box is che	cked, this Mortgage se	cures future advance	i.		
THIS MORTGAGE	is made this 18TH	day of MAY H BACON, HUSBAND	20 AND WIFE	0 01 , between the	Mortgagor,
(herein "Borrower"),	and Mortgagee BENEF	ICIAL FLORIDA IN	IC.		
a corporation organize 6600B NORTH DAVIS (herein "Lender").	d and existing under t	he laws of DELAWA		w	nose address is
	graph preceded by a ch	ecked box is applicat	ole.		
	• •				
WHEREAS, evidenced by Borrow (including those pursu principal and interest variable), with the ball	ant to any Renegotiab , (including any adju	dated MAY 18, 20 de Rate Agreement)	001 and (herein "Note"), prunt of payments	any extensions or re oviding for monthly or the contract rate	installments of
WHEREAS, thereof as may be adv and extensions and re- under the terms spec- providing for a credit	newals thereof (herein lified in the Note, in	rrower's Revolving I "Note"), providing cluding any adjustm	oan Agreement de for monthly instal ents in the interes	ated Iments, and interest is rate if that rate is	, or so much at the rate and variable, and
TO SECURE including any increase the payment of all or Mortgage; and (4) the hereby Mortgage, gran located in the County	her sums, with intered to performance of the nt and convey to Len	is variable; (2) futurest thereon, advanced covenants and agre	e advances under a in accordance here ements of Borrow	any Revolving Loan as ewith to protect the ser herein contained, as the following description	Agreement; (3) security of this Borrower does
AERO VIS SOUTH, R THE PLAT PUBLIC R	IFD THE NORTH 1/2 TA BEING A PORTI PANGE 30 WEST, ES RECORDS IN PLAT RECORDS OF SAID CO 1-5010-006-019	ON OF SECTIONS E CAMBIA COUNTY, F BOOK 2, PAGES 2	O AND 51, TOWN LORIDA ACCORDI 2A AND 22B OF	SHIP 2 NG TO THE	
•					
	Χ.				
This instrument was	prepared by: KE	LLIE S. BLAKEY			
6600B NORTH DAV	/IS, PENSACOLA,	FL 32504	(Name)		
01-01-00 MTS					FL002271
¥B13	3236E7A98MTG9000FL002271	OMMBACON H		ORIGINAL	

-2-

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands,

subject to encumbrances of record.

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one twelfth of yearly premium installments for hazard insurance, plus one twelfth of yearly premium installments for Mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior Mortgage or Deed of Trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, 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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as

Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender, If under paragraph 17 hereof the Property is sold or the Property is otherwise 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 Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by

Borrower under paragraph 2 hereof, then to interest, and then to the principal of the Note.

4. Prior Mortgages and Deed of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any Mortgage, Deed of Trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

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 such other hazards as Lender

may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard Mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any Mortgage, Deed of Trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by laws and regulations of the condominium or planned unit development, and constituent documents.



-3-

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required Mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note Rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting Payment thereof.

Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection on specifying reasonable cause thereof related to Lender's interest in the Property.

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

agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released by Lender Not a Waiver. Extension of the time for payment-or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower and all other parties who are or hereafter become secondarily liable shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to Mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

- 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, Costs, "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.
- 16. Transfer of the Property. If Borrower sells or transfers all or any part of the Property or an interest therein, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, (c) the grant of any leasehold interest of three years or less not containing an option to purchase, (d) the creation of a purchase money security interest for household appliances, (e) a transfer to a relative resulting from the death of a Borrower, (f) a transfer where the spouse or children of the Borrower become an owner of the property, (g) a transfer resulting from a decree of dissolution of marriage, legal separation agreement, or from an incidental property settlement agreement, by which the spouse of the Borrower becomes an owner of the property, (h) a transfer into an inter vivos trust in which the Borrower is and remains a beneficiary and which does not relate to a transfer of rights of occupancy in the property, or (i) any other transfer or disposition described in regulations prescribed by the Federal Home Loan Bank Board, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.



If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, or as otherwise required by law, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and the 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, court costs, and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occured; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreement of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (c) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the

obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. 19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or

abandonment of the Property, have the right to collect and retain such rents as they become due and payable,

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by 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 attorney's fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge

to Borrower. Borrower shall pay all costs of recordation, if any,

21. Attorneys' Fees. As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, which may be awarded by an appellate court.



-5-

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has exec	cuted this Mortgage.	
NOTION Do not sign this Mortgage if it contains blank	CE TO BORROWER spaces. All spaces should be completed	before you sign:
Signed sealed and delivered in the presence of: Witness Tammy Jowie	Kathaleen L Bacon 110 Reed Rd.	Seal) -Borrower
	(Address) Pensacola, FL 32507	
Witness Tammy Hywie	(City, State, Zip Code) Billy Keith Bacon	(Seal)
	110 Reed Rd. (Address)	
	Pensacola, FL 32507 (City, State, Zip Code)	
STATE OF FLORIDA		
COUNTY OF: Escambia		
The foregoing instrument was acknowledged before n 20 01 by <u>Kathaleen L & Billy Keith B</u> a valid drivers license	Bacon, who is personally known to	me or who has produced odid (did not) take an oath.
Julily	My Commission(Signature of Notary)	a expires:
Notary Public (C90.3534	(Notary's name - typed or printed)(Serial number of notary, if any)	Josy Christ My Commission CC909834 Expires Jenuery 19, 2004
(Space Below This Lin	ne Reserved For Lender and Recorder)	

RCD May 21, 2001 04:41 pm Escambia County, Florida

Ernie Lee Magaha Clerk of the Circuit Court INSTRUMENT 2001-844447

01-01-00 MTG



FL002275

Return To: Records Processing Services
577 Lamont Road
Elmhurst, IL 60126

OR BK 4709 PG1448 Escaphia County Florida INSTRUMENT 2001-84448

NTG DOC STRAPS PO & ESC CO . 18.20 05/21/01 ERNIE LEE NORMA, CLERK By:

INTERMEDIBLE TRAY PO & ESC CO \$ 10.40 OX/21/01 EBRIE LEE MORTHEN DEBR

MORTGAGE
311724-12-518961
X If box is checked, this Mortgage secures future advances.
THIS MORTGAGE is made this 18TH day of MAY 20 01 , between the Mortgagor, KATHALEEN L BACON AND BILLY KEITH BACON, HUSBAND AND WIFE
(herein "Borrower"), and Mortgagee BENEFICIAL FLORIDA INC. a corporation organized and existing under the laws of DELAWARE whose address is 6600B NORTH DAVIS, PENSACOLA, FL 32504 (herein "Lender").
The following paragraph preceded by a checked box is applicable.
WHEREAS, Borrower is indebted to Lender in the principal sum of \$ evidenced by Borrower's Loan Agreement dated and any extensions or renewals thereof (including those pursuant to any Renegotiable Rate Agreement) (herein "Note"), providing for monthly installments of principal and interest, (including any adjustments in the amount of payments or the contract rate if that rate is variable), with the balance of the indebtedness, if not sooner paid, due and payable on ;
WHEREAS, Borrower is indebted to Lender in the principal sum of \$5,000.00 , or so much thereof as may be advanced pursuant to Borrower's Revolving Loan Agreement dated MAY 18, 2001 and extensions and renewals thereof (herein "Note"), providing for monthly installments, and interest at the rate and under the terms specified in the Note, including any adjustments in the interest rate if that rate is variable, and providing for a credit limit stated in the principal sum above and an initial advance of \$5,200.00 ;
TO SECURE to Lender the repayment of (1) the indebtedness evidenced by the Note, with interest thereon, including any increases if the contract rate is variable; (2) future advances under any Revolving Loan Agreement; (3) the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and (4) the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby Mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of ESCAMBIA State of Florida:
LOT 7 ANFD THE NORTH 1/2 OF LOT 8, BLOCK 10 2ND ADDITION TO AERO VISTA BEING A PORTION OF SECTIONS 50 AND 51, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA ACCORDING TO THE PLAT RECORDS IN PLAT BOOK 2, PAGES 22A AND 22B OF THE PUBLIC RECORDS OF SAID COUNTY.
THE REPORT OF THE PARTY
This instrument was prepared by: KELLIE S. BLAKEY (Name)
6600B NORTH DAVIS, PENSACOLA, FL 32504
01-01-00 MTG

-2-

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seised 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for Mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior Mortgage or Deed of Trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, 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 said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, 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 at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such 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 Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fail due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise 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 Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by

Borrower under paragraph 2 hereof, then to interest, and then to the principal of the Note.

4. Prior Mortgages and Deed of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any Mortgage, Deed of Trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

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 such other hazards as Lender

may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by the Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard Mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any Mortgage, Deed of Trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by laws and regulations of the condominium or planned unit development, and constituent documents.



01-01-00 MTG

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required Mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note Rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting Payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection on specifying reasonable cause thereof

related to Lender's interest in the Property.

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

agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower and all other parties who are or hereafter become secondarily liable shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who corsigns this Mortgage, but does not execute the Note, (a) is corsigning this Mortgage only to Mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

- 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Pederal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, Costs, "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.
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If Lender does not agree to such sale or transfer, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

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17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, or as otherwise required by law, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying; (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and the 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure, If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, court costs, and costs of documentary evidence, abstracts and title reports.

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obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

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abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

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to Borrower. Borrower shall pay all costs of recordation, if any.

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-5-

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

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IN WITNESS WHEREOF, Borrower has executed this Mortgage.

NOTICE TO BORROWER

Do not sign this Mortgage if it contains black severe All severe to 111

Signed, sealed and delivered in the presence of:	Kattalin L. Barne
Witness Tammy Howie.	Kathaleen L Bacon -Borrower
•	ilO Reed Rd
	(Address)
	Pensacola, FL 32507
\sim \sim	(City, State, Zip Code)
Lammy House.	R. M. With Roser 10 10
Witness Tammy Howie	Billy Weith Bacon Borrower
	110 Reed Rd
η,	(Address)
	Pensacola, FL 32507
	(City, State, Zip Code)
STATE OF FLORIDA	
COUNTY OF: Escambia	
The foregoing instrument was acknowledged be	fore me this 18th day of May
20 01 by <u>Kathaleen L & Billy Kei</u> a valid drivers license	th Bacon, who is personally known to me or who has produced as identification and who did (did not) take an oath.
	(SEAL)
11/14	My Commission expires:
- perfectly	(Signature of Notary)
(Josep Cirlot	(Notary's name - typed or printed)
Ndtary Public	Josy Chick
CC 40.33.39	(Serial number of notary, if any) Expires January 19, 2004
(Space Below T	his Line Reserved For Lender and Recorder)
	RCD May 21, 2001 04:42 PM
	MON MAY HAS HAVE AND THE

Escambia County, Florida

Ernie Lee Magaha Clerk of the Circuit Court INSTRUMENT 2001-844448

01-01-00 MTG



FL002275

ERNIE LEE MAGAHA

CLERK OF THE CIRCUIT COURT

ARCHIVES AND RECORDS CHILD SUPPORT CHILD SUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
JURY ASSEMBLY
JUVENILE
MENTAL HEALTH MENTAL HEALTH MIS
OPERATIONAL SERVICES
PROBATE TRAFFIC



COUNTY OF ESCAMBIA OFFICE OF THE CLERK OF THE CIRCUIT COURT

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

CLERK TO THE BOARD OF COUNTY COMMISSIONERS

OFFICIAL RECORDS COUNTY TREASURY AUDITOR

IMAGING COVER PAGE

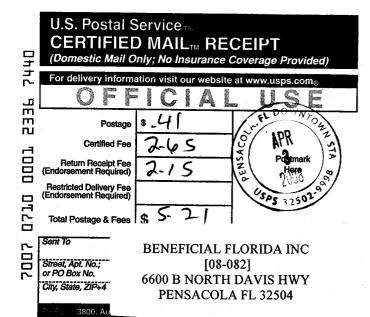
This cover page is not a part of the original documents but is necessary to avoid obscuring any information on the original documents

Case: 2005 TD 002713

00077702660

Dkt: TD84 Pg#:

Original Documents Follow



U.S. Postal Service IN CERTIFIED MAIL RECEIPT (Domestic Mail Only; No Insurance Coverage Provided) m 끮 DOWNTOWN m Postage П Certified Fee 1000 Return Receipt Fee (Endorsement Required) 5 Restricted Delivery Fee (Endorsement Required) Total Postage & Fees \$ 7007 KATHALEEN L BACON [08-082] Street, Apt. No.; or PO Box No. 110 REED RD City, State, ZIP+4 PENSACOLA FL 32507 PS Form 3800, Au

U.S. Postal Service™ CERTIFIED MAILT RECEIPT 먑 (Domestic Mail Only; No Insurance Coverage Provided) For delivery information visit our website at www.usps.com J m Postage n Certified Fee 1000 Return Receipt Fee (Endorsement Required) Restricted Delivery Fee (Endorsement Required) USPS 32502 Total Postage & Face Sent To ~ BILLY KEITH BACON [08-082] Street, Apt. No.: 110 REED RD or PO Box No. PENSACOLA FL 32507 City, State, ZIP+4 PS Form 3800, At U.S. Postal Service IM CERTIFIED MAIL

RECEIPT (Domestic Mail Only; No Insurance Coverage Provided) 'n For delivery information visit our website at www.usps.com 36 L T Postage 2-65 Certified Fee 0001

Return Receipt Fee (Endorsement Required) 2-15 Restricted Delivery Fee (Endorsement Required) 0770 21 Total Postage & Fees | \$ Sent To

Street, Apt. No.;

City, State, ZIP+4

or PO Box No.

BILLY K BACON [08-082] 110 REED RD PENSACOLA FL 32507

ERNIE LEE MAGAHA

CLERK OF THE CIRCUIT COURT

ARCHIVES AND RECORDS
CHILD SUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
JURY ASSEMBLY
JUVENILE
MENTAL HEALTH
MIS
OPERATIONAL SERVICES
PROBATE
TRAFFIC ARCHIVES AND RECORDS TRAFFIC



COUNTY OF ESCAMBIA OFFICE OF THE CLERK OF THE CIRCUIT COURT

BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

CLERK TO THE BOARD OF COUNTY COMMISSIONERS

OFFICIAL RECORDS COUNTY TREASURY AUDITOR

IMAGING COVER PAGE

This cover page is not a part of the original documents but is necessary to avoid obscuring any information on the original documents

Case: 2005 TD 002713

00057773722

Dkt: TD84 Pg#:

Original Documents Follow

SENDER: COMPLETE THIS SECTION	COMPLETE HIS FIGUREN DELIMBY
 Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the large set it is a so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	A Signer A Signer A Agent Addressee B. Received by (Prince Sheet) C. Daty of Delivery
Article Addressed to:	D. Is delivery address different from item 1?
BENEFICIAL FLORIDA INC	3. Service Type
[08-082]	☐ Certified Mail ☐ Express Mail
6600 B NORTH DAVIS HWY	☐ Registered ☐ Return Receipt for Merchandise
PENSACOLA FL 32504	☐ Insured Mail ☐ C.O.D.
<u>-</u>	4. Restricted Delivery? (Extra Fee)
2. Article Number (Transfer from service label)	9710 90 01,2336 7440
PS Form 3811, February 2004 Domestic Retr	um Receipt 102505-0244-1540

002113/2005

ERNIE LEE MAGAHA

CLERK OF THE CIRCUIT COURT

ARCHIVES AND RECORDS CHILD SUPPORT CIRCUIT CIVIL COUNTY CIVIL COUNTY CRIMINAL DOMESTIC RELATIONS FAMILY LAW JURY ASSEMBLY JUVENILE MENTAL HEALTH
MIS
OPERATIONAL SERVICES
PROBATE
TRAFFIC



COUNTY OF ESCAMBIA OFFICE OF THE CLERK OF THE CIRCUIT COURT

BRANCH OFFICES ARCHIVES AND RECORDS
JUVENILE DIVISION CENTURY

CLERK TO THE BOARD OF COUNTY COMMISSIONERS

OFFICIAL RECORDS COUNTY TREASURY AUDITOR

IMAGING COVER PAGE

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Case: 2005 TD 002713

00001437369

Dkt: TD84 Pg#:

Original Documents Follow

ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE

Document Number: ECSO08CIV016995NON-

Agency Number: 08-008843

County: ESCAMBIA

Case Number: CERT 02713, 2005

Attorney/Agent:

HONORABLE ERNIE LEE MAGAHA CLERK OF COURTS TAX DEED DIVISION

Plaintiff:

BILLY K BACON AND KATHALEEN L BACON

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 4/3/2008 at 1:48 PM and served same at 8:34 AM on 4/8/2008 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY—, the within named, to wit: _____.

POSTED TO PROPERTY PER INSTRUCTIONS FROM CLERK'S TAX DEED OFFICE.

RON MCNESBY, SHERIFF ESCAMBIA COUNTY, FLORIDA

By:

D. WARREN, CPS

Service Fee:

\$20.00

Receipt No:

BILL

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON May 5, 2008, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That MERCURY 1 LLC holder of Tax Certificate No. 02713, issued the 1st day of June, A.D., 2005 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

N1/2 OF LT 6 ALL LT 7 BLK 19 2ND ADDN TO AERO VISTA PB 2 P 22 SEC 50/51 T 25 R 30 OR 4598 P 1074 CA 200

SECTION 50, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 080458000

The assessment of the said property under the said certificate issued was in the name of

BILLY K BACON and KATHALEEN L BACON

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at the courthouse door at 11:00 A.M. on the first Monday in the month of May, which is the 5th day of May 2008.

Dated this 3rd day of April 2008.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Mylinda K. Johnson not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.

Post Property:

110 REED RD

ERNIE LEE MAGAHA

CLERK OF THE CIRCUIT COURT

ESCAMBIA COUNTY, FLORIDA

Mylinda K. Johnson

Deputy Clerk

Escambia County Receipt of Transaction Receipt # 2021031564

Cashiered by: amason

Pam Childers Clerk of Court Escambia County, Florida

Received From

LYNCH, DAVID ASHBOLT 512 N LABARRE RD METAIRIE, LA 70001

On Behalf Of:

DAVID ASHBOLT LYNCH 512 N LABARRE RD METAIRIE, LA 70001

On: 4/27/21 4:33 pm Transaction # 101571968

CaseNumber 2021 TR 005523 IUTC Citation A5G16GE						
Fee Description		Prior Paid	Waived	Due	Paid	Balance
(NONMV1) COSTS ON A CHAPTER 320 & 322 NON-M	81.00	0.00	81.00	0.00	0.00	0.00
(LEEF) Local Law Enf Edu Trust	2.00	0.00	2.00	0.00	0.00	0.00
(NONM) Statutory Fine on a non-moving traffic infraction		0.00	30.00	0.00	0.00	0.00
(DISFEE) DISMISSAL FEE ASSESSED	10.00	0.00	0.00	10.00	10.00	0.00
Total:	123.00	0.00	113.00	10.00	10.00	0.00

CaseNumber 2021 TR 005524 IUTC Citation A5G16HE						
Fee Description	Fee	Prior Paid	Waived	Due	Paid	Balance
(DISFEE) DISMISSAL FEE ASSESSED	10.00	0.00	0.00	10.00	10.00	0.00
(TEEN) TEEN COURT		0.00	3.00	0.00	0.00	0.00
(LEEF) Local Law Enf Edu Trust		0.00	2.00	0.00	0.00	0.00
(NONMV) Cost on a Non-Moving Traffic Infraction	81.00	0.00	81.00	0.00	0.00	0.00
(NONM) Statutory Fine on a non-moving traffic infraction		0.00	30.00	0.00	0.00	0.00
Total:	126.00	0.00	116.00	10.00	10.00	0.00

Grand Total: 249.00 0.00 229.00 20.00 20.00 0.00

PAYMENTS

Payment Type	Reference		Amount	Refund	Overage	Change	Net Amount
отс	~ ~ Authorization Code:02968S 5714221740	OK	20.00	0.00	0.00	0.00	20.00
		 Payments Total:	20.00	0.00	0.00	0.00	20.00

ERNIE LEE MAGAHA

CLERK OF THE CIRCUIT COURT

ARCHIVES AND RECORDS
CHILD SUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
JURY ASSEMBLY
JUVENILE
MENTAL HEALTH
MIS
OPERATIONAL SERVICES
PROBATE
TRAFFIC



COUNTY OF ESCAMBIA OFFICE OF THE CLERK OF THE CIRCUIT COURT

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

CLERK TO THE BOARD OF COUNTY COMMISSIONERS

OFFICIAL RECORDS COUNTY TREASURY AUDITOR

IMAGING COVER PAGE

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Case: 2005 TD 002713

00024066320 Dkt: TD84 Pg#: 2

Original Documents Follow

A. Signapule A. Signapule X. X	A selivery address different frequent 1? Yes >	Teo, elitel delivery address to 8507	Service Type In Express Mail Registered Return Receipt for Merchandise Insured Mail C.O.D.	Pery?	7007 0710 0001 2336 7433	Domestic Return Receipt 102595-02-M-1540	COMPLETE THIS SECTION ON DELIVERY	A. Signature	Received by Printed Name C. Data of Copress	If YES, enter delivery address differentiation if Thes The Control of the content delivery address below:	3. Service Type C Certified Mail	4. Restricted Delivery? (Extra Fee) 🔲 Yes	7007 0710 0001 2336 7426
SENDER: COMPLETE THIS SECTION Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you.	or on the front if space permits. 1. Article Addressed to:		KATHALEEN L BACON [08-082] 110 REED RD PENSACOLA FL 32507		2. Article Number (Transfer from service fabel)	PS Form 3811, February 2004 Domestic	SENDER: COMPLETE THIS SECTION	 Complete Items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print vour name and address on the reverse 	so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.	1. Article Addressed to:	BILLY KEITH BACON [08-082] 110 REED RD PENSACOLA FL 32507		2. Article Number (Transfer from service label)
. 1 . 1 . 1 . 1	Compitem Print so the Attace or on	PR: COMPLET plete items 1, 4 if Restricted your name and at we can retu th this card to the front if sp a Addressed to: BILLY K B. 110 R PENSACC	2, and 3 All Delivery All of the sector of the back of ace permits ACON [08] EED RD	to you	implete ed. (id/isfr ou. mailpie	Se 💯	D. Is if	gnature ecelyed:	address of er deliver	d Note: Control Contr	NE N	A BRRIVION III	

2. Article Number

4. Restricted Delivery? (Extra Fee)

7007 0710 0001 2336 7457

☐ Yes

ERNIE LEE MAGAHA

CLERK OF THE CIRCUIT COURT

ARCHIVES AND RECORDS
CHILD SUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
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JUVENILE
MENTAL HEALTH
MIS
OPERATIONAL SERVICES
PROBATE
TRAFFIC



COUNTY OF ESCAMBIA OFFICE OF THE CLERK OF THE CIRCUIT COURT

BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

CLERK TO THE BOARD OF COUNTY COMMISSIONERS

OFFICIAL RECORDS COUNTY TREASURY AUDITOR

IMAGING COVER PAGE

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Case: 2005 TD 002713

00082475568 Dkt: TD84 Pg#: 5

Original Documents Follow

ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE

Document Number: ECSO08CIV017034NON

Agency Number: 08-008865

County: ESCAMBIA

Case Number: CERT 02713, 2005

Attomey/Agent:

HONORABLE ERNIE LEE MAGAHA-CLERK OF COURTS

TAX DEED DIVISION

Plaintiff:

BILLY K BACON AND KATHALEEN L BACON

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Substitute

Received this Writ on 4/3/2008 at 1:49 PM and served same on BILLY K BACON , in ESCAMBIA COUNTY, FLORIDA, at 10:07 AM on 4/9/2008 by leaving a true copy of this Writ together with a copy of the initial pleadings, if any, with the date and hour of service endorsed thereon by me, at the within named individual's usual place of abode, with a person residing therein who is 15 years of age, or older, to wit: KATHLEEN BACON, WIFE, as a member of the household and informing said person of their contents.

RON MCNESBY, SHERIFF ESCAMBIA COUNTY, FLORIDA

Bv:

D. WARREN, CPS.

Service Fee:

\$20.00

Receipt No:

BILL

William Co.

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON May 5, 2008, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That MERCURY 1 LLC holder of Tax Certificate No. 02713, issued the 1st day of June, A.D., 2005 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

N1/2 OF LT 6 ALL LT 7 BLK 19 2ND ADDN TO AERO VISTA PB 2 P 22 SEC 50/51 T 2S R 30 OR 4598 P 1074 CA 200

SECTION 50, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 080458000

The assessment of the said property under the said certificate issued was in the name of

BILLY K BACON and KATHALEEN L BACON

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at the courthouse door at 11:00 A.M. on the first Monday in the month of May, which is the 5th day of May 2008.

Dated this 3rd day of April 2008.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Mylinda K. Johnson not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.

Personal Services:

BILLY K BACON 110 REED RD PENSACOLA FL 32507 ERNIE LEE MAGAHA
CEERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Mylinda K. Johnson Deputy Clerk **ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA**

NON-ENFORCEABLE RETURN OF SERVICE

Document Number: ECSO08CIV017036NON

Agency Number: 08-008866

Court: TAX DEED County: ESCAMBIA

Case Number: CERT 02713, 2005

TAX DEED DIVISION

Attorney/Agent:

HONORABLE ERNIE LEE MAGAHA CLERK OF COURTS

Plaintiff: BILLY K BACON AND KATHALEEN L BACON

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Individual

Received this Writ on 4/3/2008 at 1:49 PM and served same on KATHALEEN L BACON , at 10:07 AM on 4/9/2008 in ESCAMBIA COUNTY, FLORIDA, by delivering a true copy of this Writ together with a copy of the initial pleadings, if any. with the date and hour of service endorsed thereon by me.

> RON MCNESBY, SHERIFF ESCAMBIA COUNTY, FLORIDA

D. WARREN, CPS.

Service Fee:

\$20.00

1 ane--930

Receipt No:

BILL

WARNING

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Personal Services:

KATHALEEN L BACON 110 REED RD PENSACOLA FL 32507 ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

CEERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

Mylinda K. Johnson

Deputy Clerk