

TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Aug 28, 2013 / 130777

This is to certify that the holder listed below of Tax Sale Certificate Number **2011 / 10771.0000**, issued the **1st** day of **June, 2011**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 13-3526-000**

Certificate Holder:

PPF HOLDINGS III LTD.
U.S. BANK CUSTODIAN FOR PPF HO
P.O. BOX 645051
CINCINNATI, OHIO 45264

Property Owner:

MCINTOSH CHERYL L
2211 N 6TH AVE
PENSACOLA, FLORIDA 32503

Legal Description: 00-0S0-090

N 60 FT OF LOT 1 & OF E 1/2 OF LT 2 BLK 82 EAST KING TRACT OR 3670/3901 P 875/88 OR 5050/5066 P 1726/1266 CA 63

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 TAX DEED APPLICATION:

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2012	10224.0000	06/01/12	\$608.60	\$0.00	\$36.14	\$644.74
2011	10771.0000	06/01/11	\$653.62	\$0.00	\$32.68	\$686.30

CERTIFICATES REDEEMED BY APPLICANT OR INCLUDED (COUNTY) IN CONNECTION WITH THIS APPLICATION:

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
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1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
2. Total of Delinquent Taxes Paid by Tax Deed Application
3. Total of Current Taxes Paid by Tax Deed Applicant
4. Ownership and Encumbrance Report Fee
5. Tax Deed Application Fee
6. Total Certified by Tax Collector to Clerk of Court
7. Clerk of Court Statutory Fee
8. Clerk of Court Certified Mail Charge
9. Clerk of Court Advertising Charge
10. Sheriff's Fee
11. _____
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.
15. Statutory (Opening) Bid; Total of Lines 12 thru 14
16. Redemption Fee
17. Total Amount to Redeem

\$1,331.04
\$0.00
\$150.00
\$75.00
\$1,556.04
\$1,556.04
\$25,981.00
\$12.50

*Done this 28th day of August, 2013

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By

Shirley Rich, CFCA
Senior Deputy Tax Collector

Date of Sale:

7th July 2014

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

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**PPF HOLDINGS III LTD.
U.S. BANK CUSTODIAN FOR PPF HO
P.O. BOX 645051
CINCINNATI, Ohio, 45264**

holder of the following tax sale certificate hereby surrender same to the Tax Collector and make tax deed application thereon:

Certificate No.	Parcel ID Number	Date	Legal Description
10771.0000	13-3526-000	06/01/2011	00-0S0-090 N 60 FT OF LOT 1 & OF E 1/2 OF LT 2 BLK 82 EAST KING TRACT OR 3670/3901 P 875/88 OR 5050/5066 P 1726/1266 CA 63

2012 TAX ROLL

MCINTOSH CHERYL L
2211 N 6TH AVE
PENSACOLA , Florida 32503

I agree to pay all delinquent taxes, redeem all outstanding certificates not in my possession, pay any omitted taxes, and pay current taxes, if due, covering the land, and pay any interest earned (a) on tax certificates not in my possession, (b) on omitted taxes or (c) on delinquent taxes. I also agree to pay all Tax Collector's fees, ownership and encumbrance reports costs, Clerk of the Court costs, charges and fees and Sheriff's costs, if applicable. Attached is the above-mentioned tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

tda2012 (Taimur Jamil)

Applicant's Signature

08/28/2013

Date

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 11010

October 21, 2013

Escambia County Tax Collector

P.O. Box 1312

Pensacola, Florida 32569

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 10-21-1993, through 10-21-2013, and said search reveals the following:

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

Cheryl L. McIntosh

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

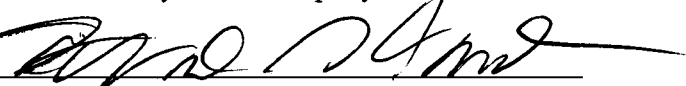
4. Taxes:

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

By: 

October 21, 2013

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 11010

October 21, 2013

The North 60 feet of Lot 1 and the North 60 feet of the East 1/2 of Lot 2, Block 82, East King Tract, East of Tarragona Street, City of Pensacola, Florida, according to map of said City copyrighted by Thomas C. Watson in 1906.

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 11010

October 21, 2013

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

1. That certain mortgage executed by Cheryl L. McIntosh in favor of City of Pensacola dated 07/02/2004 and recorded 07/12/2004 in Official Records Book 5452, page 1831 of the public records of Escambia County, Florida, in the original amount of \$18,000. 00.
2. That certain mortgage executed by Cheryl L. McIntosh in favor of City of Pensacola dated 07/02/2004 and recorded 07/12/2004 in Official Records Book 5452, page 1833 of the public records of Escambia County, Florida, in the original amount of \$37,000.00.
3. Taxes for the year 2010-2011 delinquent. The assessed value is \$51,548.00. Tax ID 13-3526-000.

PLEASE NOTE THE FOLLOWING:

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

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE

PENSACOLA, FLORIDA 32503

TEL. (850) 478-8121 FAX (850) 476-1437

Email: rcsgr@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 07-07-2014

TAX ACCOUNT NO.: ~~13-3536-000~~ 13-3526-000 

CERTIFICATE NO.: 2011-10771

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

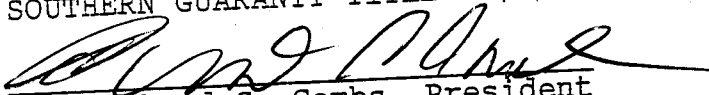
- ☒ ☐ Notify City of Pensacola, P.O. Box 12910, 32521
- ☐ ☒ Notify Escambia County, 190 Governmental Center, 32502
- ☒ ☐ Homestead for 2012 tax year.

Cheryl L. McIntosh
2211 N. 6th Ave.
Pensacola, FL 32503

City of Pensacola
Attn: Housing Dept.
P.O. Box 12910
Pensacola, FL 32521-0031

Certified and delivered to Escambia County Tax Collector,
this 23rd day of October, 2013.

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.

This Instrument Prepared by:
Thomas C. Staples
Staples, Ellis + Associates
41 N. Jefferson St., Suite 400
Pensacola, FL 32501

DR BK 5066 PB1266
Escambia County, Florida
INSTRUMENT 2003-058105

DEED DOC STAMPS PD 8 ESC CO 1 0.70
02/10/03 ERNIE LEE MAGANA, CLERK
By: *[Signature]*

Return to:
Name
Address

Grantee #1 S.S. No.
Grantee #2 S.S. No.

Property Appraiser's
Parcel Identification Number:

WARRANTY DEED
(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture, executed this 6th day of February, 2003, between Frankie C. McIntosh (a married woman) whose address is 2201 N. 6th Avenue, Escambia County, State of Florida, 32504, grantor*, and Cheryl Lynette McIntosh, (a single woman) grantee*, 2211 N 6th Ave Pensacola FL 32503

WITNESSETH, that said grantor, for and consideration of the sum of TEN (\$10.00) Dollars, and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, my one-half (1/2) undivided interest in the following described land situated, lying and being in Escambia County, Florida, to-wit:

The North 60 feet of Lot 1 and the North 60 feet
Of the East 1/2 of Lot 2, Block 82, East King Tract,
East of Tarragona Street, City of Pensacola, Florida
According to Map of said City copyrighted by Thomas
C. Watson in 1906.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

*"Grantor" and "grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereto set grantor's hand and seal the day and year first above written.

[Signature: Frankie McIntosh]
FRANKIE MCINTOSH

[Signature: Shelia F. Ware]

First Witness: Shelia F. Ware

[Signature: Jo Ann Chavis]

Second Witness: Jo Ann Chavis

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6th day of February, 2003 by Frankie McIntOSH, who is personally known to me or has produced _____ as identification.

[Signature: Jo Ann Chavis]
NOTARY PUBLIC

Jo Ann Chavis
Notary Public-State of FL
Comm. Exp. August 28, 2004
Comm. No. CC 983922

RCD Feb 10, 2003 01:11 pm
Escambia County, Florida

ERNIE LEE MAGANA
Clerk of the Circuit Court
INSTRUMENT 2003-058105

Prepared by:
M. Thomas Lane
Housing Manager
City of Pensacola
Post Office Box 12910
Pensacola, FL 32521-0031

OR BK 5452 PG1831
Escambia County, Florida
INSTRUMENT 2004-261966

NTG DOC STAMPS PD 8 ESC CO \$ 63.00
07/12/04 ERNIE LEE HAGANA, CLERK

INTANGIBLE TAX PD 8 ESC CO \$ 36.00
07/12/04 ERNIE LEE HAGANA, CLERK

CITY OF PENSACOLA
HOUSING DEPARTMENT
HOME HOUSING RECONSTRUCTION PROGRAM

MORTGAGE

LOAN

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Cheryl Lynette McIntosh, 2211 North 6th Ave., Pensacola, FL 32503, hereinafter called Mortgagor, in consideration of the principal sum specified in the Promissory Note(s) hereafter described, received from the City of Pensacola, a municipal corporation organized under the laws of Florida, Post Office Box 12910, Pensacola, Florida 32521, as administrator of the HOME Investment Trust Fund hereinafter called Mortgagee, (which terms Mortgagor and Mortgagee shall be construed to include the plural as well as the singular, whenever the context so permits or requires) hereby on this 2nd day of July 2004, mortgages to the Mortgagee the real property in Escambia County, Florida, (the "Property") described as follows:

The North 60 feet of Lot 1 and the North 60 feet of the East 1/2 of Lot 2, Block 82, East King Tract, East of Tarragona Street, City of Pensacola, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906.

as security for payment of the certain Promissory Note(s) (the "Note(s)"), dated this 2nd day of July 2004, for the sum of Eighteen Thousand Dollars (\$18,000.00) [comprised of \$18,000.00 in HOME Investment Partnership Act (HOME) Program funds as provided by the U.S. Department of Housing and Urban Development and \$0.00 in Escambia/Pensacola State Housing Initiative Partnership (SHIP) Program funds provided by the State of Florida], payable in 240 installments with interest at the fixed, simple rate of Zero% per year, signed by Cheryl Lynette McIntosh.

AND Mortgagor agrees:

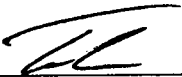
1. This Mortgage shall not be subordinated under any circumstances.
2. This Mortgage shall also secure all extensions or renewals of the Note(s), such future or additional advances as may be made by the Mortgagee at the option of the Mortgagee to the Mortgagor, and also, the payment of any and all notes, liabilities, and obligations of the Mortgagor to the Mortgagee, its successors or assigns, whether as maker, endorser, guarantor or otherwise, and whether such notes, liabilities or obligations, or any of them, be now in existence or accrue or arise hereafter, or be now owned or held by the Mortgagee, or be acquired hereafter, it being the intent and purpose of the Mortgagor to secure, by this Mortgage, all notes, claims, demands, liabilities and obligations which the Mortgagee, its successors or assigns, may have, hold or acquire at any time during the life of this Mortgage against the Mortgagor. Provided that the total of the amount secured hereby shall not exceed at any one time the sum of Eighteen Thousand Dollars (\$18,000.00) in the aggregate; and provided, further, that all such advances, notes, claims, demands or liabilities and obligations secured hereby be incurred or arise or come into existence either on or prior to the date of this Mortgage, or on or before 20 years after the date of this Mortgage or within such lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable consideration.
3. To make all payments required by the Note(s) and this Mortgage promptly when due.
4. To pay all taxes, assessments, liens and encumbrances on the property promptly when due. If they are not promptly paid, the Mortgagee may pay them without waiving the option to foreclose, and such payments, with interest at the maximum rate allowed by law, shall be payable on demand by Mortgagee and shall be secured by this Mortgage.
5. To keep all buildings and improvements now or hereafter on the property insured against loss or damage by fire, flood or such other risks and matters, as Mortgagee may from time to time require in amounts required by Mortgagee, not exceeding in the aggregate 100 percent of the full insurable value of the Property and shall pay the premiums for such insurance as the same become due and payable. If the Mortgagor shall not do so, the Mortgagee may do so without waiving the option to foreclose, and the cost thereof, with interest thereon from the date of payment at the maximum rate allowed by law, shall be payable upon demand by Mortgagee and shall be secured by this Mortgage. All policies of insurance (the "Policies") shall be issued by an insurer acceptable to Mortgagee and shall contain the standard New York Mortgagee non-contribution provision naming Mortgagee as the person to which all payments made by such insurance company shall be paid. Mortgagor will provide the Mortgagee a copy of the policy(ies) and Certificate(s) of Insurance from the insurance company listing Mortgagee as an additional named insured or mortgagee. Not later than 30 days prior to the expiration date of the Policies, Mortgagor will deliver to Mortgagee evidence satisfactory to Mortgagee of the renewal of each of the Policies. If the Property shall be damaged or destroyed, in whole or in part, by fire or other casualty, Mortgagor shall give prompt notice thereof to Mortgagee. Sums paid to Mortgagee by any insurer may be retained and applied by Mortgagee toward the payment of the indebtedness secured by this Mortgage in such priority and proportions as Mortgagee in its discretion shall deem proper, or, at the discretion of Mortgagee, the same may be paid, either in whole or in part, to Mortgagor for such purposes as Mortgagee shall designate. If Mortgagee shall receive and retain such insurance money, the lien of this Mortgage shall be reduced only by the amount thereof received after expenses of collection and retained by Mortgagee and actually applied by Mortgagee in reduction of the indebtedness secured thereby.

RCD Jul 12, 2004 02:35 pm
Escambia County, Florida

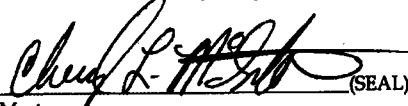
6. That Mortgagor will not commit, permit or suffer any waste, impairment or deterioration of the Property. Upon failure of Mortgagor to keep the buildings and improvements on the property in good condition or repair, Mortgagee may demand either the adequate repair of the buildings, an increase in the amount of security, or the immediate repayment of the debt secured hereby. Failure of Mortgagor to comply with the demand of Mortgagee for a period of fifteen days shall constitute a breach of this Mortgage.
7. To pay all expenses reasonably incurred by Mortgagee due to failure of Mortgagor to comply with the agreements in the Note(s) or this Mortgage including reasonable attorney's fees. The cost thereof, with interest thereon from the date of payment at the maximum rate allowed by law, shall also be secured by this Mortgage.
8. That if any of the installments of principal or interest due by the terms of the Note(s) are not paid when due, or if any agreement in this Mortgage, other than the agreement to make the payments, is breached, the entire unpaid principal balance of the Note(s) plus interest, costs, and expenses, including reasonable attorneys' fees and costs of abstracts of title incurred in collecting or attempting to collect the indebtedness secured hereby, shall immediately become due at the option of Mortgagee, and Mortgagee may foreclose this Mortgage in the manner provided by law, and have the Property sold to satisfy or apply on the indebtedness hereby secured.
9. If this is a junior mortgage, Mortgagor shall pay all installments of principal and interest and perform each and every covenant and obligation of the prior mortgage(s) and shall not increase the amount due on such prior mortgage(s) without the prior written consent of Mortgagee. Failure of Mortgagor to do so shall constitute a default hereunder. Upon failure of Mortgagor to do so, Mortgagee may (but shall not be required to) make such payments or perform such covenants or obligations and the cost of same, together with interest at the maximum rate allowed by law, shall be payable by Mortgagor upon demand by Mortgagee and shall be secured by the lien of this Mortgage.
10. Notwithstanding any other provisions hereof, Mortgagee shall under no circumstances be entitled to collect any interest or other payment hereunder which would render this instrument usurious as to the Mortgagor under the laws of the State of Florida.

IN WITNESS WHEREOF, Mortgagor has hereunto set Mortgagor's hand and seal the day and year first above written.

Signed, sealed and delivered in the
presence of:

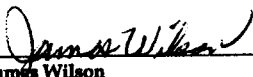


Tom Lane



Mortgagor (SEAL)

Cheryl Lynette McIntosh
2211 North 6th Ave., Pensacola, FL 32503



James Wilson

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-261966

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of July 2004, by Cheryl Lynette McIntosh (X) who is personally known to me, or who has produced _____ as identification and who did (X) did not take an oath.



Notary Public
M. THOMAS LANE
Notary Public-State of FL
Comm. Exp. Sept. 27, 2005
Comm. No. DD 039648

Prepared by:
M. Thomas Lane
Housing Department
City of Pensacola
Post Office Box 12910
Pensacola, FL 32521-0031

OR BK 5452 PG1833
Escambia County, Florida
INSTRUMENT 2004-261967

NTG ROC STAMPS PD & ESC CO \$ 129.50
07/12/04 ERNIE LEE HAGANA, CLERK

INTANGIBLE TAX PD & ESC CO \$ 74.00
07/12/04 ERNIE LEE HAGANA, CLERK

CITY OF PENSACOLA
HOUSING DEPARTMENT
HOME HOUSING RECONSTRUCTION PROGRAM

MORTGAGE

GRANT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Cheryl Lynette McIntosh, 2211 North 6th Ave., Pensacola, FL 32503, hereinafter called Mortgagor, in consideration of the principal Grant sum specified in the Promissory Note(s) hereafter described, received from The City of Pensacola, a municipal corporation organized under the laws of Florida, Post Office Box 12910, Pensacola, Florida 32521, as administrator of the HOME Investment Trust Fund, hereinafter called Mortgagee, (which terms Mortgagor and Mortgagee shall be construed to include the plural as well as the singular, whenever the context so permits or requires) hereby on this 2nd day of July 2004, mortgages to the Mortgagee the real property in Escambia County, Florida, (the "Property") described as follows: The North 60 feet of Lot 1 and the North 60 feet of the East 1/2 of Lot 2, Block 82, East King Tract, East of Tarragona Street, City of Pensacola, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906.

as security for payment of the certain promissory note(s) (the "Note(s)"), dated this 2nd day of July 2004, for the sum of \$37,000.00 [comprised of \$37,000.00 in HOME Investment Partnership Act (HOME) Program funds as provided by the U.S. Department of Housing and Urban Development and \$0.00 in Escambia/Pensacola State Housing Initiative Partnership (SHIP) Program funds provided by the State of Florida], payable if the property is sold or if ownership of the property is transferred within twenty (20) years from the date of the grant, with interest at the rate of zero percent (0%) per year, signed by Cheryl Lynette McIntosh.

AND Mortgagor agrees:

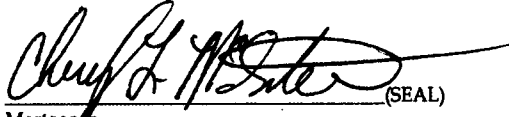
1. To complete the reconstruction of the residence located on the property described above, which is the sole purpose of the Grant made by Mortgagee to Mortgagor.
2. The Mortgage shall not be subordinated under any circumstances.
3. This Mortgage shall also secure all extensions or renewals of the Note(s), and such future or additional advances as may be made by the Mortgagee at the option of the Mortgagee to the Mortgagor.
4. To pay all taxes, assessments, liens and encumbrances on the property promptly when due. If they are not promptly paid, the Mortgagee may pay them without waiving the option to foreclose, and such payments, with interest at the maximum rate allowed by law, shall be payable on demand by Mortgagee and shall be secured by this Mortgage.
5. To keep all buildings and improvements now or hereafter on the property insured against loss or damage by fire, flood or such other risks and matters, as Mortgagee may from time to time require in amounts required by Mortgagee, not exceeding in the aggregate 100 percent of the full insurable value of the property and shall pay the premiums for such insurance as the same become due and payable. If the Mortgagor shall not do so, the Mortgagee may do so without waiving the option to foreclose, and the cost thereof, with interest thereon from the date of payment at the maximum rate allowed by law, shall be payable upon demand by Mortgagee and shall be secured by this Mortgage. Mortgagor will provide the Mortgagee a copy of the policy(ies) and Certificate(s) of Insurance from the insurance company listing Mortgagee as an additional named insured or mortgagee. Not later than 30 days prior to the expiration date of the Policies, Mortgagor will deliver to Mortgagee evidence satisfactory to Mortgagee of the renewal of each of the Policies. If the Property shall be damaged or destroyed, in whole or in part, by fire or other casualty, Mortgagor shall give prompt notice thereof to Mortgagee. Sums paid to Mortgagee by any insurer may be retained and applied by Mortgagee toward the payment of the indebtedness secured by this Mortgage in such priority and proportions as Mortgagee in its discretion shall deem proper, or, at the discretion of Mortgagee, the same may be paid, either in whole or in part, to Mortgagor for such purposes as Mortgagee shall designate. If Mortgagee shall receive and retain such insurance money, the lien of this Mortgage shall be reduced only by the amount thereof received after expenses of collection and retained by Mortgagee and actually applied by Mortgagee in reduction of the indebtedness secured thereby.
6. That Mortgagor will not commit, permit or suffer any waste, impairment or deterioration of the property. Upon failure of Mortgagor to keep the buildings and improvements on the property in good condition or repair, Mortgagee may demand either the adequate repair of the buildings, an increase in the amount of security, or the immediate repayment of the debt secured hereby. Failure of Mortgagor to comply with the demand of Mortgagee for a period of fifteen days shall constitute a breach of this Mortgage.
7. To pay all expenses reasonably incurred by Mortgagee due to failure of Mortgagor to comply with the agreements in the Note(s) or this Mortgage including reasonable attorney's fees. The cost thereof, with interest thereon from the date of payment at the maximum rate allowed by law, shall also be secured by this Mortgage.
8. That if any agreement in this Mortgage is breached, the entire unpaid principal balance of the Note(s) plus costs and expenses, including reasonable attorney's fees and costs of abstracts of title incurred in collecting or attempting to collect the indebtedness secured hereby, shall immediately become due at the option of Mortgagee, and Mortgagee may foreclose this Mortgage in the manner provided by law, and have the property sold to satisfy or apply on the indebtedness hereby secured.

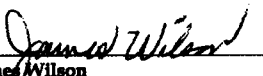
9. If this is a junior mortgage, Mortgagor shall pay all installments or principal and interest and perform each and every covenant and obligation of the prior mortgage(s) and shall not increase the amount due on such prior mortgage(s) without the prior written consent of Mortgagee. Failure of Mortgagor to do so shall constitute a default hereunder. Upon failure of Mortgagor to do so, Mortgagee may (but shall not be required to) make such payments or perform such covenants or obligations and the cost of same, together with interest at the maximum rate allowed by law, shall be payable by Mortgagor upon demand by Mortgagee and shall be secured by the lien of this Mortgage.
10. Notwithstanding any other provisions hereof, Mortgagee shall under no circumstances be entitled to collect any interest or other payment hereunder which would render this instrument usurious as to the Mortgagor under the laws of the State of Florida.

IN WITNESS WHEREOF, Mortgagor has hereunto set Mortgagor's hand and seal the day and year first above written.

Signed, sealed and delivered in the
presence of:


Tom Lane


(SEAL)
Mortgagor
Cheryl Lynette McIntosh
2211 North 6th Ave., Pensacola, FL 32503


James Wilson

RCD Jul 12, 2004 02:35 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-261967

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this day, July 2, 2004, by Cheryl Lynette McIntosh (X) who is personally known to me, or who has produced _____ as identification and who () did not take an oath.


Notary Public

M. THOMAS LANE
Notary Public-State of FL
Comm. Exp. Sept. 27, 2005
Comm. No. DD 039648