

TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
May 19, 2014 / 140371

This is to certify that the holder listed below of Tax Sale Certificate Number **2012 / 5240.0000**, issued the **1st day of June, 2012**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 09-0268-255**

Certificate Holder:
BLACKWELL EDDIE TTEE BLACKWELL LIVING TRUST
723 OVERBROOK DRIVE
FORT WALTON BEAC, FLORIDA 32547

Property Owner:
LOTT DAVID A & LETITIA DECK
10075 REBEL RD
PENSACOLA, FLORIDA 32526

Legal Description:

BEG AT SE COR OF NE1/4 OF SE1/4 OF NW1/4 N 470 5/10 FT 90 DEG LEFT & WLY 311 14/100 FT FOR POB CONT WLY 396 82/100 FT 90 DEG RT & NLY 182 5/10 FT 90 ...

See attachment for full legal description.

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	5240.0000	06/01/12	\$612.51	\$0.00	\$116.38	\$728.89

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
2013	4807.0000	06/01/13	\$630.30	\$6.25	\$31.52	\$668.07

- Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
- Total of Delinquent Taxes Paid by Tax Deed Application
- Total of Current Taxes Paid by Tax Deed Applicant (2013)
- Ownership and Encumbrance Report Fee
- Tax Deed Application Fee
- Total Certified by Tax Collector to Clerk of Court
- Clerk of Court Statutory Fee
- Clerk of Court Certified Mail Charge
- Clerk of Court Advertising Charge
- Sheriff's Fee
-
- Total of Lines 6 thru 11
- Interest Computed by Clerk of Court Per Florida Statutes.....(%)
- One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S.
- Statutory (Opening) Bid; Total of Lines 12 thru 14
- Redemption Fee
- Total Amount to Redeem

\$1,396.96
\$0.00
\$576.61
\$250.00
\$75.00
\$2,298.57
\$2,298.57
\$30,342.50
\$6.25

*Done this 19th day of May, 2014

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Brian L. Lott

Date of Sale: January 5, 2015

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

FORM 513
(r.12/00)

TAX COLLECTOR'S CERTIFICATION

APPLICATION DATE

5/19/2014

FULL LEGAL DESCRIPTION
Parcel ID Number: 09-0268-255

May 23, 2014
Tax Year: 2011
Certificate Number: 5240.0000

BEG AT SE COR OF NE1/4 OF SE1/4 OF NW1/4 N 470 5/10 FT 90 DEG LEFT & WLY 311 14/100 FT FOR POB CONT
WLY 396 82/100 FT 90 DEG RT & NLY 182 5/10 FT 90 DEG RT & ELY 396 82/100 FT 90 DEG RT & SLY 182 5/10 FT TO
POB OR 4329 P 345

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**BLACKWELL EDDIE TTEE BLACKWELL LIVING
TRUST
723 OVERBROOK DRIVE
FORT WALTON BEAC, Florida, 32547**

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
5240.0000	09-0268-255	06/01/2012	BEG AT SE COR OF NE1/4 OF SE1/4 OF NW1/4 N 470 5/10 FT 90 DEG LEFT & WLY 311 14/100 FT FOR POB CONT WLY 396 82/100 FT 90 DEG RT & NLY 182 5/10 FT 90 DEG RT & ELY 396 82/100 FT 90 DEG RT & SLY 182 5/10 FT TO POB OR 4329 P 345

2013 TAX ROLL

LOTT DAVID A & LETITIA DECK
10075 REBEL RD
PENSACOLA , Florida 32526

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.

ejbgator (EDDIE BLACKWELL)
Applicant's Signature

05/19/2014
Date

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

15-038

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 11614

October 10, 2014

Escambia County Tax Collector

P.O. Box 1312

Pensacola, Florida 32591

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 10-10-1994, through 10-10-2014, and said search reveals the following:

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

David Ashley Lott and Letitia Deck Lott, 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

By: 

October 10, 2014

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 11614

October 10, 2014

061S312401000004 - Full Legal Description

BEG AT SE COR OF NE1/4 OF SE1/4 OF NW1/4 N 470 5/10 FT 90 DEG LEFT & WLY 311 14/100 FT FOR POB
CONT WLY 396 82/100 FT 90 DEG RT & NLY 182 5/10 FT 90 DEG RT & ELY 396 82/100 FT 90 DEG RT & SLY 182
5/10 FT TO POB OR 4329 P 345

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 11614

October 10, 2014

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

1. That certain mortgage executed by David Ashley Lott and Letitia Deck Lott, husband and wife in favor of Conseco Finance Servicing Corp. NKA Green Tree Servicing LLC dated 07/26/2000 and recorded 07/28/2000 in Official Records Book 4586, page 1201 of the public records of Escambia County, Florida, in the original amount of \$118,511.99.
2. Apparent Judgment filed by Resurgence Financial, LLC recorded in O.R. Book 6306, page 1008.
3. Apparent Judgment filed by North Star Capital Acquisition LLC successor in interest to Chase Manhattan Bank recorded in O.R. Book 6231, page 1449.
4. Tax Lien filed by Florida Dept. of Revenue recorded in O.R. Book 6243, page 87.
5. Taxes for the year 2011-2013 delinquent. The assessed value is \$61,595.00. Tax ID 09-0268-255.

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: 1-5-2015

TAX ACCOUNT NO.: 09-0268-255

CERTIFICATE NO.: 2012-5240

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, 32521

 X Notify Escambia County, 190 Governmental Center, 32502

 X Homestead for tax year.

David Ashley Lott
Letitia Deck Lott
10075 Rebel Rd.
Pensacola, FL 32526

Green Tree Servicing LLC
formerly Conseco Finance
Servicing Corp.
1400 Landmark Towers
345 St. Peter St.
St. Paul, MN 55102

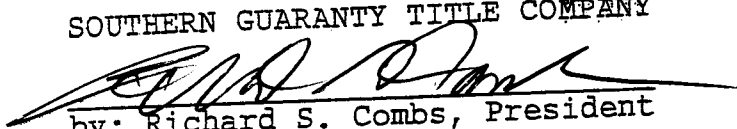
Resurgence Financial, LLC
10625 Techwoods Circle
Cincinnati, OH 45242

North Star Capital Acquisition LLC
successor in interest to Chase
Manhattan Bank
6909 Jericho Turnpike
Syosset, NY 11849

Florida Dept. of Revenue
3670 North L St., Ste C
Pensacola, FL 32505-5254

Certified and delivered to Escambia County Tax Collector,
this 13th day of October, 2014.

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 WAS PREPARED BY:
W. Spencer Mitchem
OF: BEGS & LANE
700 BRENT BUILDING
PENSACOLA, FLORIDA

OR BK 4329 P80345
Escambia County, Florida
INSTRUMENT 98-547275

NEED NOT STAMPS FOR ESC CO \$ 0.70
10/23/98 ERIC LEE NUNN, CLERK
By: *James J. Kelly*

PARCEL REFERENCE NO.: _____
GRANTEE'S IDENTIFICATION NO.: _____

WARRANTY DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS, that we, Frederick H. Deck and Dolores E. Deck, as husband and wife, Grantors, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, do hereby sell, transfer, assign, convey and grant unto David Ashley Lott and Letitia Deck Lott, as husband and wife, Grantees, whose address is 10075 Rebel Road, Pensacola, Florida, 32526, their heirs, personal representatives, successors and assigns, forever, the following described property, situate, lying and being in the County of Escambia, State of Florida, to-wit:

Commencing at the Southeast corner of the northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 6, Township 1 South, Range 31 West, Escambia County, Florida; thence run North for a distance of 470.5 feet; thence 90° left and run Westerly for 311.14 feet for the Point of Beginning; thence continue Westerly along the same line for 396.82 feet; thence 90° right and run Northerly for 182.5 feet; thence 90° right and run Easterly for 396.82 feet; thence 90° right and run Southerly for 182.5 feet to the Point of Beginning.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

TO HAVE AND TO HOLD the same to the said David Ashley Lott and Letitia Deck Lott, as husband and wife, their heirs, personal representatives, successors and assigns, in fee simple, forever.

And we covenant that we are well seized of an indefeasible estate in fee simple in the said property, and have a good right to convey the same; that it is free of lien or encumbrance in law or equity except any restrictions and easements of record in Escambia County, Florida, if any, the lien of ad valorem real property taxes for 1998 and subsequent years, the mineral reservations set forth herein and any other mineral conveyances and reservations of record, if any; and that we, our successors and assigns, the said grantees, their heirs, personal representatives, successors and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend, except for the condition of the subsoils, Grantors advise that they are not aware of any hazardous wastes buried on the subject property, but make no warranties with regard to the environmental conditions of the hereinabove described property.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 14th day of October, 1998.

Signed and sealed in
the presence of:

Frederick H. Deck (SEAL)
Frederick H. Deck

1. *Jackie M. Dennison*
Type Name: Jackie M. DENNISON

2. *Shirley F. Theriault*
Type Name: Shirley F. Theriault

Dolores E. Deck (SEAL)
Dolores E. Deck

OR BK 4329 P80346
Escambia County, Florida
INSTRUMENT 98-547275

RCD Oct 23, 1998 01:48 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 98-547275

STATE OF FLORIDA

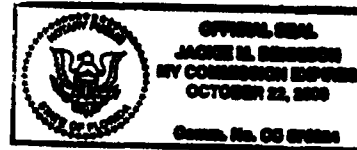
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of October, 1998,
by Frederick H. Deck and Dolores E. Deck, as husband and wife, who did take an oath and who:

X are personally known to me,
_____ produced current Florida driver's license as identification,
being FL No.: _____ or
_____ produced _____ as identification.

Jackie M. Dennison
Jackie M. Dennison
Notary Public, State of Florida at Large
My Commission Expires: October 22, 2000
Commission Certificate Number: CC576324

(Notary Seal Must Be Affixed)



This document was prepared by CONSECO FINANCE SERVICING CORP
7282 PLANTATION RD. SUITE 300 PENSACOLA, FL 32504

DISBURSEMENT DATE:
ACCOUNT # 78416286

33+1
465.10
237.02
State of Florida's Documentary Stamp Tax required by law in
the amount of \$ 415.10 has been paid to the
Clerk of the Circuit Court (or the County Comptroller, if
applicable) for the County of ESCAMBIA
State of Florida.

OR BK 4386 PG 1201
Escambia County, Florida
INSTRUMENT 2000-756292

MTG DEC STAMPS PD @ ESC CO \$ 415.10
07/28/00 ERNIE LEE MORGAN, CLERK
By: *[Signature]*

INTANGIBLE TAX PD @ ESC CO \$ 237.02
07/28/00 ERNIE LEE MORGAN, CLERK
By: *[Signature]*

RECORD AND RETURN TO:
ASSOCIATED LAND TITLE
4900 BAYOU BLVD., SUITE 201
PENSACOLA, FL 32503
#00-0555

State of Florida
GT-15-10-080 (12/97)

Space Above This Line For Recording Data

MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is JULY 26, 2000 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: DAVID A. LOTT, AKA DAVID ASHLEY LOTT AND
LETITIA A. LOTT,* HUSBAND AND WIFE
10075 REBEL RD *AKA LETITIA DECK LOTT

PENSACOLA, FL 32526

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: CONSECO FINANCE SERVICING CORP.

7282 PLANTATION ROAD SUITE 102A
PENSACOLA, FL 32504

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

All of the property located at 10075 REBEL RD
in the City/Town/Village of PENSACOLA, County of ESCAMBIA,
State of FL, in which the Borrower has an ownership, leasehold or other
legal interest. This property is more particularly described on the schedule titled
"Additional Property Description" which is attached hereto as Exhibit A,
together with a security interest in that certain 2000, 76 X 32
SUMMIT mobile home, serial number H210681GL&R.

The Borrower does hereby authorize the Lender or its assigns to obtain a
more detailed property description after the Borrower has signed the Mortgage,
and to attach Exhibit A after the Borrower has signed the Mortgage.

The property is located in ESCAMBIA at
(County)
10075 REBEL RD PENSACOLA Florida 32526
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$118511.99..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers names, note amounts, interest rates, maturity dates, etc.)*

A Universal Note or Manufactured Home Retail Installment Contract and Security Agreement executed by Buyers/Borrowers.

The above obligation is due and payable on 360 months from last construction disbursement, if not paid earlier.

B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.
- Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.
11. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney-in-fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
12. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
13. **DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guaranteeing the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
14. **REMEDIES ON DEFAULT.** In some instances, federal and/or state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

15. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.
16. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
17. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
18. **INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, tornadoes, hurricanes, earthquakes, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

19. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
20. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
21. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
22. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
23. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
24. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.
25. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:
- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
 - ☒ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
 - ☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
 - ☐ **Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
 - ☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Other
 - ☐ **Additional Terms.**
- ☐ Payment of this note or mortgage is subject to the terms of a home improvement installment contract of even date between maker and payee or mortgagor and mortgagee.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

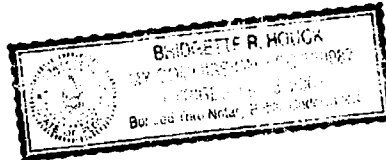
David A. Lott aka David Ashley Lott 7-26-00 *Letitia A. Lott aka Letitia Deck Lott* 7-26-00
(Signature) DAVID A. LOTT AKA DAVID ASHLEY LOTT (Date) (Signature) LETITIA A. LOTT AKA LETITIA DECK LOTT (Date)

Bridgette R. Houck (Date) *Bronnie J. Hopkins* (Date)
(Witness) BRIDGETTE R. HOUCK (Witness) BRONNIE J. HOPKINS

ACKNOWLEDGMENT:

STATE OF FLORIDA, COUNTY OF ESCAMBIA } ss.
(Individual) This instrument was acknowledged before me this 26TH day of JULY, 2000
by DAVID A. LOTT *AND LETITIA A. LOTT **
who is personally known to me or who has produced DRIVERS LICENSE as identification.
My commission expires:
*AKA DAVID ASHLEY LOTT
**AKA LETITIA DECK LOTT

Bridgette R. Houck
(Notary Public)
BRIDGETTE R. HOUCK



RCD Jul 28, 2000 02:05 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2000-756292

Schedule A

Commencing at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 6, Township 1 South, Range 31 West, Escambia County, Florida, thence run North for a distance of 470.5 feet, thence 90° left and run Westerly for 311.14 feet for the Point of Beginning, thence continue Westerly along the same line for 396.82 feet, thence 90° right and run Northerly for 182.5 feet, thence 90° right and run Easterly for 396.82 feet, thence 90° right and run Southerly for 182.5 feet to the Point of Beginning.

Access Easement No. 1

Along with an 18 foot ingress and egress easement over the following described parcel of land, Commencing at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 6, Township 1 South, Range 31 West, Escambia County, Florida, thence run North for a distance of 452.50 feet to the Point of Beginning, thence continue North along same line for 18.0 feet, thence 90° left for 311.14 feet (Westerly), thence 90° left run (Southerly) 18.0 feet, thence 90° left run Easterly 311.14 feet to the Point of Beginning.

Access Easement No. 2

Along with an ingress and egress easement over the following described parcel of land, Commencing at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 6, Township 1 South, Range 31 West, Escambia County, Florida, thence run North for a distance of 470.5 feet, thence 90° left and run Westerly for 238.19 feet for the Point of Beginning, thence continue Westerly along the same line for 72.95 feet, thence 90° right and run Northerly for 15.68 feet, thence South 77°52'16" East go 74.62 feet to the Point of Beginning.

File No: 190-00-0555

IN THE COUNTY COURT IN AND FOR
ESCAMBIA COUNTY, FLORIDA

CIVIL DIVISION

CASE NO: 2006-CC-001883

RESURGENCE FINANCIAL, LLC.,

Plaintiff,

vs.

DAVID A LOTT,

Defendant,

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

2008 MAR 27 A 9:41

COUNTY CIVIL DIVISION
FILED & RECORDED

FINAL JUDGMENT

IT IS ADJUDGED THAT plaintiff, RESURGENCE FINANCIAL, LLC., (who's address is: 10625
TECHWOODS CIRCLE, CINCINNATI, OH 45242) recover from defendant, DAVID A LOTT, Social Security
Number [REDACTED] the sum of \$5,609.75, on principal, \$750.00 for attorney's fees, prejudgment
interest of \$1,863.05 and costs in the sum of \$290.00, for a total due of \$8,512.80 that shall bear interest
at the rate of 11%, for which let execution issue.

DONE AND ORDERED in ESCAMBIA County, Florida this 26 day of March 2007.


COUNTY COURT JUDGE

Copies furnished to:

Joseph F. Rosen, Esq.
Attorney for Plaintiff
Pollack & Rosen, P.A.
800 Douglas Road
North Tower, Suite 450
Coral Gables, Florida 33134
Telephone No: 305-448-0006

DAVID A LOTT
10075 REBEL DR
PENSACOLA FL 32526

Case: 2006 CC 001883

00035263341

Dkt: CC1033 Pg#: 1

IN THE COUNTY COURT IN AND FOR ESCAMBIA
COUNTY, FLORIDA

CASE NO: 07-SC-1289

NORTH STAR CAPITAL ACQUISITION
LLC, successor in interest to
Chase Manhattan Bank

Plaintiff,

vs.

LETITIA LOTT

Defendant(s)

The above space reserved for recording information

DEFAULT FINAL JUDGMENT

The Defendant(s), having failed to appear at the Pretrial Conference on April 18, 2007 and upon a review of the file together with the Affidavits presented, it is hereby ORDERED AND ADJUDGED that:

Plaintiff, NORTH STAR CAPITAL ACQUISITION LLC, successor in interest to Chase Manhattan Bank recover from Defendant(s), LETITIA LOTT the following:

Principal	\$1,707.25
Costs	\$190.00
Interest	<u>\$663.21</u>
Total	\$2,560.46

That shall bear interest at the rate of 11% until such time as this judgment is satisfied.
For all of the above sums let execution issue.

ORDERED at ESCAMBIA County, Florida this 4th day of October ~~September~~, 2007.

Ernie Lee Magaha
COUNTY COURT JUDGE

Copies furnished to:
Scott E. Modlin, Esq.
Sprechman & Associates, P.A.
Attorneys for Plaintiff
2775 Sunny Isles Blvd., Suite 100
Miami, Florida 33160-4007
(305) 931-0100 (800) 440-6289

Plaintiff's name and address:
NORTH STAR CAPITAL ACQUISITION LLC,
successor in interest to Chase Manhattan Bank
6909 Jericho Turnpike
Syosset, NY 11849

LETITIA LOTT
10075 REBEL RD
PENSACOLA FL 32526

Defendant's name and address:
LETITIA LOTT
10075 REBEL RD
PENSACOLA FL 32526

E14976: PJMT:

Case: 2007 SC 001289

00083316703

Dkt: CC1033 Pg#:

ZT18



**STATE OF FLORIDA
DEPARTMENT OF REVENUE
WARRANT**

DR-78
R. 06/00

**LETITIA LOTT
10075 REBEL RD
PENSACOLA FL 32526-4503**

**Warrant Number : 1000000064759
Contract Object : 12482517
Re: Warrant issued under Chapter
212, Florida Statutes**

THE STATE OF FLORIDA
TO ALL AND SINGULAR, THE CLERKS OF THE CIRCUIT COURTS AND
ALL AND SINGULAR, THE SHERIFFS OF THE STATE OF FLORIDA
WARRANT FOR COLLECTION OF DELINQUENT SALES AND USE TAX.

The taxpayer named above in the County of Escambia, is indebted to the Florida Department of Revenue, State of Florida, in the following amounts:

Tax	\$2,513.54
Penalty	\$251.36
Interest	\$365.60
Total	\$3,130.50
Filing fee	\$20.00
Grand total	\$3,150.50

For returns due on or before December 31, 1999, interest is due at the rate of 12% per annum. For returns due on or after January 1, 2000, a floating rate of interest applies in accordance with Section 213.235, Florida Statutes.

WITNESS my hand and official seal in this City of Pensacola, Escambia County, Florida, this 30th day of October, 2007.



Jim Zingale, Executive Director
Department of Revenue
State of Florida

This instrument prepared by:

Authorized Agent

PLEASE BILL TO:
PENSACOLA SERVICE CENTER
3670 N L ST STE C
PENSACOLA FL 32505-5254
850-595-5170