

TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Jun 29, 2015 / 150148

This is to certify that the holder listed below of Tax Sale Certificate Number **2013 / 2250.0000**, issued the **1st day of June, 2013**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 04-1880-000**

Certificate Holder:

B LOW LLC AND CBBTL LLC PARTNE CITIBANK, N.A., AS
4747 EXECUTIVE DR., STE 510
SAN DIEGO, CALIFORNIA 92121

Property Owner:

BURNHAM DONALD L
5604 PIPELINE RD
PENSACOLA, FLORIDA 32505

Legal Description:

BEG AT INTER OF W LI OF UNITED GAS LI CO R/W & N LI OF MICHIGAN AVE NLY 92 DEG 20 MIN 2400 FT FOR POB
CONT 100 FT WLY 200 FT SLY 100 FT ELY 200 FT TO ...

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
2013	2250.0000	06/01/13	\$958.87	\$0.00	\$47.94	\$1,006.81

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
2015	2000.0000	06/01/15	\$642.80	\$6.25	\$32.14	\$681.19
2014	1850.0000	06/01/14	\$642.98	\$6.25	\$32.15	\$681.38

- 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
- 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

\$2,369.38
\$0.00
\$200.00
\$125.00
\$2,694.38
\$2,694.38
\$6.25

*Done this 29th day of June, 2015

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By 

Date of Sale: 9/8/15

* 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

6/29/2015

FULL LEGAL DESCRIPTION
Parcel ID Number: 04-1880-000

July 06, 2015

Tax Year: 2012

Certificate Number: 2250.0000

BEG AT INTER OF W LI OF UNITED GAS LI CO RW & N LI OF MICHIGAN AVE NLY 92 DEG 20 MIN 2400 FT
FOR POB CONT 100 FT WLY 200 FT SLY 100 FT ELY 200 FT TO POB OR 6879 P 821

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**B LOW LLC AND CBBTL LLC PARTNE CITIBANK,
N.A., AS
4747 EXECUTIVE DR., STE 510
SAN DIEGO, California, 92121**

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
2250.0000	04-1880-000	06/01/2013	BEG AT INTER OF W LI OF UNITED GAS LI CO R/W & N LI OF MICHIGAN AVE NLY 92 DEG 20 MIN 2400 FT FOR POB CONT 100 FT WLY 200 FT SLY 100 FT ELY 200 FT TO POB OR 6879 P 821

2014 TAX ROLL

BURNHAM DONALD L
5604 PIPELINE RD
PENSACOLA , Florida 32505

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.

jsherpa (John Lemkey)
Applicant's Signature

06/29/2015
Date



Chris Jones Escambia County Property Appraiser

Real Estate
Search

Tangible Property
Search

Sale
List

Amendment 1/Portability
Calculations

[Back](#)

◀ Navigate Mode ☒ Account ☐ Reference ▶

[Printer Friendly Version](#)

General Information

Reference: 441S302000000033
Account: 041880000
Owners: BURNHAM DONALD L
Mail: 5604 PIPELINE RD
 PENSACOLA, FL 32505
Situs: 5605 PIPELINE RD 32505
Use Code: SINGLE FAMILY RESID
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Janet Holley
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2014	\$15,295	\$17,257	\$32,552	\$32,552
2013	\$15,295	\$16,764	\$32,059	\$32,059
2012	\$15,295	\$29,472	\$44,767	\$44,767

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
07/03/2012	6879	821	\$23,000	WD	View Instr
03/2000	4539	959	\$100	QC	View Instr
05/1995	3763	922	\$32,000	WD	View Instr
05/1995	3763	920	\$2,000	QC	View Instr
03/1992	3223	856	\$32,000	SC	View Instr

Official Records Inquiry courtesy of Pam Childers
 Escambia County Clerk of the Circuit Court and
 Comptroller

2014 Certified Roll Exemptions

None

Legal Description

BEG AT INTER OF W LI OF UNITED GAS LI CO R/W
 & N LI OF MICHIGAN AVE NLY 92 DEG 20 MIN 2400
 FT FOR POB CONT 100 FT WLY 20...

Extra Features

None

Parcel Information

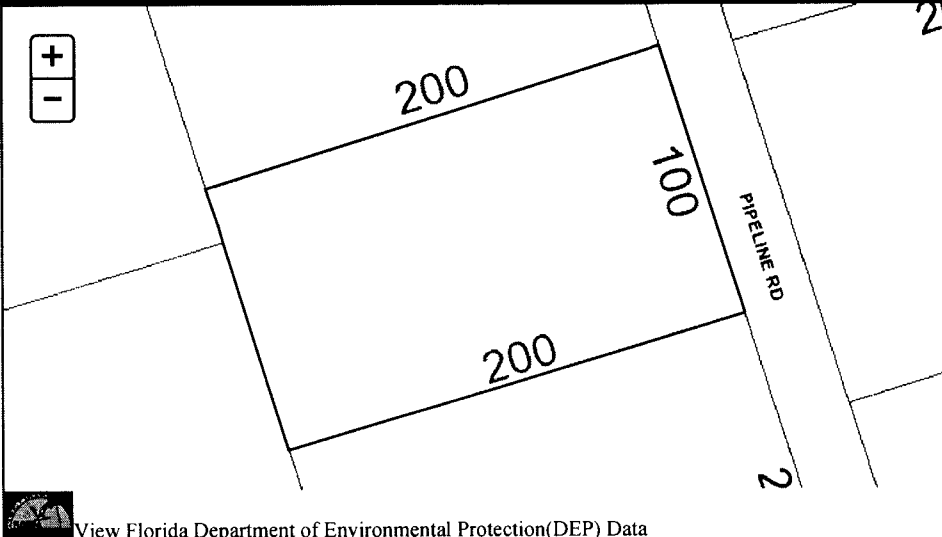
[Launch Interactive Map](#)

Section Map Id:
 44-1S-30-1

Approx. Acreage:
 0.4600

Zoned:
 HDMU

Evacuation & Flood Information
[Open Report](#)



[View Florida Department of Environmental Protection \(DEP\) Data](#)

Buildings

Address: 5605 PIPELINE RD, Year Built: 1961, Effective Year: 1961

Structural Elements

DECOR/MILLWORK-MINIMUM
 DWELLING UNITS-1
 EXTERIOR WALL-CONCRETE BLOCK
 FLOOR COVER-HARDWOOD/PARQUET

FOUNDATION-WOOD/SUB FLOOR
HEAT/AIR-UNIT HEATERS
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-3
NO. STORIES-1
ROOF COVER-METAL/MODULAR
ROOF FRAMING-GABLE
STORY HEIGHT-0
STRUCTURAL FRAME-MASONRY
PIL/STL



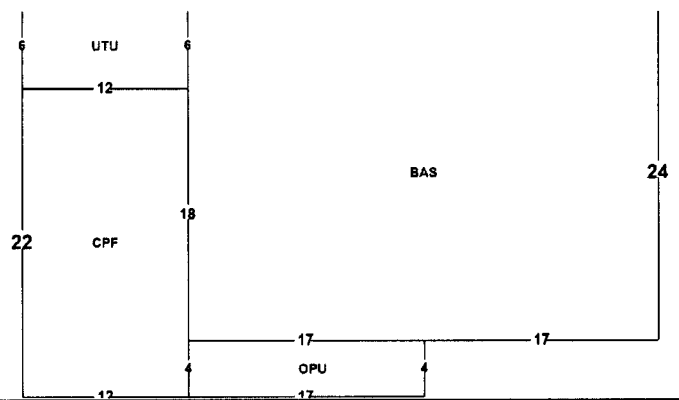
Areas - 1220 Total SF

BASE AREA - 816

CARPORT FIN - 264

OPEN PORCH UNF - 68

UTILITY UNF - 72



5/14/15

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:07/09/2015 (tc.10251)

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.: 12162

July 6, 2015

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 07-06-1995, through 07-06-2015, and said search reveals the following:

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

Donald L. Burnham

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

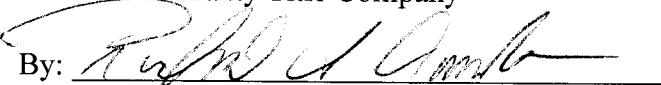
4. Taxes:

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: 

July 6, 2015

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 12162

July 6, 2015

441S302000000033 - Full Legal Description

BEG AT INTER OF W LI OF UNITED GAS LI CO R/W & N LI OF MICHIGAN AVE NLY 92 DEG 20 MIN 2400 FT
FOR POB CONT 100 FT WLY 200 FT SLY 100 FT ELY 200 FT TO POB OR 6879 P 821

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 12162

July 6, 2015

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

1. That certain mortgage executed by Donald L. Burnham in favor of Jessie O. Walker, III dated 07/05/2012 and recorded 07/06/2012 in Official Records Book 6879, page 828 of the public records of Escambia County, Florida, in the original amount of \$18,442.84.
2. Taxes for the year 2012-2014 delinquent. The assessed value is \$32,552.00. Tax ID 04-1880-000.

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: 9-8-2015

TAX ACCOUNT NO.: 04-1880-000

CERTIFICATE NO.: 3013-2250

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.

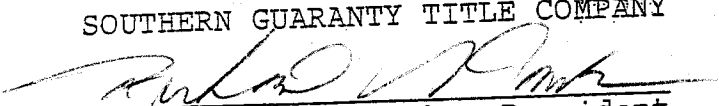
Donald L. Burnham
5604 Pipeline Rd.
Pensacola, FL 32505

Unknown Tenants
5605 Pipeline Rd.
Pensacola, FL 32505

Jessie O. Walker, III
3250 Logan Dr.
Pensacola, FL 32503 and
6206 Nashville Ave.
Pensacola, FL 32526

Certified and delivered to Escambia County Tax Collector,
this 7th day of July, 2015.

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.

8

Prepared by and return to:

Brian W. Hoffman
Carver, Darden, Koretzky, Tessier,
Finn, Blossman & Areaux, LLC
801 W. Romana St., Ste. A
Pensacola, Florida 32502
File No.: 4114.40690

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **3rd** day of July, 2012, between **JESSE O. WALKER, III**, an unmarried man, whose address is 3250 Logan Drive, Pensacola, FL 32503, Grantor, and **DONALD L. BURNHAM**, a married man, whose address is 5605 Pipeline Road, Pensacola, FL 32505, Grantee:

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) 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, the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

The South 100 feet of the following described property, as described in Official Records Book 3072, at Page 135 of the records of said county: Beginning at the intersection of West line of the United Gas Line Pipe Company's 30 foot right-of-way and North line of Michigan Avenue (County Road), thence run Northerly at an angle of 92 degrees 20 feet from County Road a distance of 2400 feet for the point of beginning; thence continue Northerly along the West line of the United Gas Line Pipe Company's 30 foot right of way a distance of 125 feet, thence run Westerly and parallel to the County Road a distance of 200 feet, thence Southerly and parallel to the United Gas Line Pipe Company's West right of way line a distance of 125 feet, thence run Easterly and parallel of County Road a distance 200 feet to the Point of Beginning, lying and being in Section 44, Township 1 South, Range 30 West, Escambia County, Florida.

Parcel Identification Number: 441S302000000033

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December, 2011.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.
Signed, sealed and delivered in our presence:

Brian Hoffman
Witness Name: Brian Hoffman

Jesse O. Walker, III (seal)
JESSE O. WALKER, III

Melissa J. Mungle
Witness Name: Melissa J. Mungle

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 3rd day of July, 2012, by Jesse O. Walker, III who ☐ is personally known to me or ☒ who has produced FL Driver's License as identification.

[Notary Seal]

Brian Hoffman
Notary Public

Printed Name: Brian Hoffman

My Commission Expires: _____



Prepared by and return to:

Brian W. Hoffman, Esquire
Carver, Darden, Koretzky, Tessier,
Finn, Blossman & Areaux, LLC
801 W. Romana Street, Suite A
Pensacola, FL 32502
File No.: 4114.40610

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MORTGAGE

THIS MORTGAGE, dated the 5th day of July, 2012, from **Donald L. Burnham**, a married man (hereinafter collectively called "MORTGAGOR"), (but which term shall include the plural as well as the singular whenever the context so permits or requires) to **Jesse O. Walker, III** (hereinafter called "MORTGAGEE"),

WITNESSETH:

Mortgagor, for and in consideration of the principal sum set forth in the promissory note hereafter mentioned, the receipt of which is hereby acknowledged, and other good and valuable considerations, does hereby convey and grant unto Mortgagee, its successors and assigns, a mortgage ("Mortgage") on the following described parcel of real property in Escambia County, Florida, to-wit:

The South 100 feet of the following described property, as described in Official Records Book 3072, at Page 135 of the records of said county: Beginning at the intersection of West line of the United Gas Line Pipe Company's 30 foot right-of-way and North line of Michigan Avenue (County Road), thence run Northerly at an angle of 92 degrees 20 feet from County Road a distance of 2400 feet for the point of beginning; thence continue Northerly along the West line of the United Gas Line Pipe Company's 30 foot right of way a distance of 125 feet, thence run Westerly and parallel to the County Road a distance of 200 feet, thence Southerly and parallel to the United Gas Line Pipe Company's West right of way line a distance of 125 feet, thence run Easterly and parallel of County Road a distance 200 feet to the Point of Beginning, lying and being in Section 44, Township 1 South, Range 30 West, Escambia County, Florida.

Parcel Identification Number: 441S302000000033

and all structures and improvements now or hereafter on said land and all fixtures attached thereto and all rents, issues, proceeds, and property accruing therefrom, and all gas, steam, electric, water and other heating, cooling, cooking, refrigerating, lighting, plumbing, ventilating, irrigating, and

power systems, machines, equipment, appliances, fixtures and appurtenances which now or hereafter may pertain to or be used with, in or on said premises, even though they may be detached or detachable. This Mortgage shall also encumber all building materials and equipment of every character and description, all lighting, heating, and plumbing fixtures of every character and description, and all other property and things now owned or hereafter acquired, used, or useful in connection with the construction of the buildings and improvements erected or to be erected on the above-described real estate, wherever the same may be located, whether on or adjacent to said real estate, in storage, or otherwise.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining to Mortgagee, the successors and assigns of Mortgagee, in fee simple forever.

AND Mortgagor, for Mortgagor and the heirs and legal representatives of Mortgagor, covenants with Mortgagee, and the successors and assigns of Mortgagee, that Mortgagor is indefeasibly seized of said property in fee simple; that Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for Mortgagee, its successors and assigns, at all times peaceably and quietly to enter upon, hold, occupy, and enjoy said property and every part thereof; and the said property and every part thereof is free from all encumbrances of every kind and character except as is heretofore or hereafter indicated; and that the Mortgagor will make such further assurances to perfect the fee simple title to said land in Mortgagee, the successors and assigns of Mortgagee, as may reasonably be required; and that Mortgagor does hereby warrant title to said property and every part thereof, and will defend the same against the lawful claims of all persons whomsoever.

This conveyance is intended to be and is a mortgage to secure the payment of the following:

(a) That certain promissory note from Mortgagor, to Mortgagee of even date herewith in the principal amount of **Eighteen Thousand Four Hundred Forty-Two Dollars and 84/100 (\$18,442.84)** ("Note") payable at the interest rate and on the terms specified in said promissory note. This Mortgage also secures all renewals, extensions, modifications and consolidations of said Note.

AND MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. To pay the principal and interest, and other sums of money payable by virtue of the note and all other indebtedness described in this Mortgage promptly on the days that the same respectively become due.
2. To keep perfect and unimpaired the security hereby given and to permit, commit or suffer no waste, impairment or deterioration of the said property or any part thereof.
3. To pay all taxes, assessments, levies, obligations and encumbrances of every nature now on said property or that hereafter may be levied, assessed or imposed thereon when due and payable according to law and before they become delinquent; and if the same not be promptly paid,

Mortgagee may, at any time either before or after delinquency, pay the same without waiving or affecting its right to foreclose this mortgage or any other right hereunder and all sums so paid shall become a part of the indebtedness secured hereby.

4. To keep the improvements now or hereafter on the mortgaged property insured against loss by fire, windstorm and other hazards, casualties and contingencies in such amounts and for such periods as may be required by Mortgagee and to pay promptly when due all premiums for such insurance and if such premiums not be promptly paid, Mortgagee may, at any time either before or after delinquency, pay the same without waiving or affecting its right to foreclose this Mortgage or any other right hereunder. The amounts of insurance required by Mortgagee shall be the maximum amounts for which said insurance may be written and the Mortgagor shall maintain such additional insurance as may be necessary to meet and fully comply with all co-insurance requirements contained in any of said policies to the end that Mortgagee shall not be a co-insurer thereunder. All insurance shall be carried in a company or companies approved by Mortgagee and all policies and renewals thereof shall be delivered to and held by Mortgagee. Each policy of insurance shall have attached to it a loss payable clause in favor of and in form acceptable to Mortgagee. In event any sum of money becomes payable under any such policy, Mortgagee shall have the option to receive and apply the same on account of the indebtedness secured hereby or to permit the Mortgagor to receive and use it or any part thereof, without thereby waiving or impairing any right, lien, or equity under or by virtue of the Mortgage. Mortgagee is empowered to adjust, compromise, submit to arbitration and appraisal and to collect and apply to the indebtedness secured hereby any claim for loss arising under any such insurance policy and to that end it is irrevocably appointed attorney-in-fact of Mortgagor to do all acts and execute all instruments necessary or appropriate for such purpose.

5. The Mortgagee shall have the right from time to time to expend such sums as it shall deem necessary to keep the improvements on said mortgaged property in good condition and repair, and all sums so expended shall be added to and become a part of the principal indebtedness secured by this Mortgage.

6. In the event a suit shall be instituted to foreclose this Mortgage, Mortgagee, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver for the mortgaged property and of all rent, income, profits, issues and revenues thereof, from whatsoever source derived. It is hereby expressly covenanted and agreed that the court shall forthwith appoint a receiver of said mortgaged property and of such rents, income, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to Mortgagee, its successors or assigns, without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of the Mortgagor, his legal representatives or assigns, and that such rents, profits, incomes, issues and revenues shall be applied by such receiver to the payment of the mortgage indebtedness, costs and charges according to the order of said court.

7. In the event of any breach of any term or condition of this Mortgage or the Note, or upon any other default on the part of Mortgagor, all sums secured hereby remaining unpaid, with

interest thereon, and all other sums of money secured hereby, shall become due and payable forthwith, at the option of Mortgagee, or its assigns, as fully and completely as if all of the said sums and moneys were originally stipulated to be paid on such date. Upon acceleration by Mortgagee, interest shall accrue at the default rate set forth in the Note, except that interest shall never exceed the highest rate allowed by law. Mortgagee, or its assigns, may foreclose this Mortgage, as to the amount so declared due and payable, and the mortgaged premises shall be sold to satisfy and pay the same with costs, attorney's fees, expenses and allowances.

8. This Mortgage shall become due and payable forthwith at the sole option of the Mortgagee if the Mortgagor shall convey away said premises or sell same under contract or if the legal or equitable title to said premises shall become vested in any other person or persons in any manner whatsoever; and it is expressly understood and agreed that in the event the Mortgagee is otherwise agreeable to the non-exercise of its said option, it may, as a condition or inducement to such non-exercise, require changes in the terms of this Mortgage and any note and additional advance agreements the payment of which are secured hereby, to include without limitation, changes in the interest rate, amortization period and amount of monthly principal and interest installments.

9. Mortgagor will not erect or permit to be erected any new building or structure on any of the land hereby mortgaged or add to, or permit to be added to, any of the existing improvements thereon without first having the written consent of Mortgagee; and in the event of any violation of this stipulation all sums evidenced by said note and secured by this Mortgage, or either, shall immediately become due and payable and the mortgage forecloseable therefor, at the option of Mortgagee.

10. If foreclosure proceedings of any prior mortgage, or any second mortgage or any superior or junior lien of any kind upon the said mortgaged property or any part thereof (to include, without limitation, such liens held by Mortgagee) shall be instituted, Mortgagee may, at its option, immediately or thereafter declare this mortgage and all or any part of the indebtedness secured hereby due and payable forthwith, and thereupon may at its option proceed to foreclose this mortgage, all without notice.

11. To pay the costs, charges and expenses, including reasonable attorneys' fees and costs of abstracts of title, incurred or paid at any time by Mortgagee or its assigns in collecting or attempting to collect the indebtedness secured hereby or in foreclosing or attempting to foreclose this Mortgage or in enforcing any of its rights hereunder or incurred or paid by it because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of the instrument or instruments evidencing the indebtedness secured hereby and this Mortgage; and said costs, charges and expenses shall be immediately due and payable and shall be secured by the lien of this Mortgage.

12. That, in order more fully to protect the security of this Mortgage, the Mortgagor will pay to Mortgagee upon default by Mortgagor, the equivalent of the estimated annual taxes, assessments and insurance premiums on the real estate security hereinabove described, to be used by Mortgagee to pay said taxes, assessments, and insurance premiums. A breach of this

obligation shall forthwith render all sums hereby, including accrued interest, immediately due and payable without notice and this Mortgage shall be forecloseable without notice, all at the option of Mortgagee, and waiver by Mortgagee of one or more breaches shall not constitute a waiver of any other or subsequent breach.

13. The Mortgagor does also hereby assign, transfer, set over and pledge to Mortgagee, its successors and assigns, as further security for the Note, all leases of all or any part of the property hereby mortgaged now made, executed or delivered, whether written or verbal, or to be hereafter made, executed or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal, and all of the rents, issues and profits of the said property and the improvements now or hereafter thereon, which rents, issues and profits may become due and payable at any time during the life of this Mortgage when any amount shall be due and unpaid by the Mortgagor hereunder or when the Mortgagor shall otherwise be in default hereunder, whether said rents, issues and profits shall be due from the present or any future tenants or lessees thereof, with full power and authority in Mortgagee or its assigns to collect and receive the same from said tenants or lessees or from any real estate agent or other person collecting the same, and to give proper receipts and acquittances therefor and after paying attorneys' fees and other expenses incurred in collecting the same to apply the net proceeds of such collection upon any and all indebtedness, obligations, undertakings or liabilities of the Mortgagor hereunder.

14. To the extent of the indebtedness of the Mortgagor to Mortgagee secured hereby Mortgagee is hereby subrogated to the lien or liens and to the rights of the owners and holders thereof of each and every mortgage, lien or other encumbrance on the land described herein which is paid or satisfied, in whole or in part, from the proceeds of the loan secured by this Mortgage or from the proceeds of any future or additional advances, and the liens of said mortgages or other encumbrances, shall be and the same and each of them hereby are preserved and shall pass to and be held by Mortgagee herein as security for the indebtedness to Mortgagee hereby secured, to the same extent that it would have been preserved and would have been passed to and been held by Mortgagee had it been duly and regularly assigned, transferred, set over and delivered unto Mortgagee and separate deed of assignment, notwithstanding the fact that the same may be satisfied and cancelled of record.

15. To the extent of the indebtedness, Mortgagor grants to Mortgagee a security interest in any and all payments, awards, judgments or settlements, including interest thereon, to which Mortgagor may be or may become entitled or which Mortgagor may receive by reason of injury or damage to, or loss of, the premises or any part thereof as a result of the exercise of the right of eminent domain. Notwithstanding any injury or damage to, or loss of, the premises or any part thereof as a result of the exercise of the right of eminent domain, Mortgagor shall continue to pay the indebtedness. All sums paid or payable to Mortgagor by reason of any injury or damage to, or loss of, the premises or any part thereof as a result of the exercise of the right of eminent domain shall be applied as follows: At Mortgagee's option and at Mortgagee's sole discretion, Mortgagee may either (i) apply the sum or any part thereof to the indebtedness, or (ii) require Mortgagor to repair, replace or reconstruct the premises or any part thereof and disburse such sums to Mortgagor to be applied against the costs and expenses thereof as incurred or paid by Mortgagor.

16. Mortgagor shall permit any person designated by Mortgagee to visit and inspect the premises, all at such reasonable times and intervals as Mortgagee may desire.

17. Mortgagor shall not create any liens or encumbrances on the real property which are junior or inferior in terms of priority, to this Mortgage, unless Mortgagee shall give its consent in writing prior to such act or acts. A breach of this provision on the part of the Mortgagor shall constitute a default under the provisions hereof.

18. Mortgagor represents and agrees that Mortgagor has not caused and will not cause or permit any hazardous material to be brought upon, kept, or used in or about the demised premises by Mortgagor, Mortgagor's agents, employees, contractors, or invitees.

19. Mortgagor affirms that he is a married man, and that the property secured by this mortgage is not the mortgagors homestead property, which is located at ~~5523 Boswell Road, Pensacola, FL 32505.~~ 5604 Pipeline Rd, Pensacola, FL 32505.

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:


Witness: Phillip A. Pugh

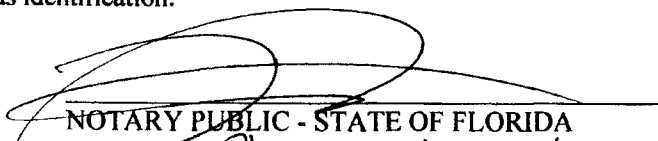

Donald L. Burnham


Witness: Sabrina A. Quigley

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5 day of July, 2012 by Donald L. Burnham, X who is personally known to me or () who has produced _____ as identification.

(Affix Notary Seal)


NOTARY PUBLIC - STATE OF FLORIDA
Name: Phillip A. Pugh

My Commission Expires: _____

