

. redeemed

**Tax Collector's Certification**

CTY-513

**Tax Deed Application Number**  
1600432

**Date of Tax Deed Application**  
May 10, 2016

This is to certify that **BLACKWELL EDDIE TTEE/BLACKWELL LIVING TRUST**, holder of **Tax Sale Certificate Number 2014 / 2512**, Issued the 1st Day of June, 2014 and which encumbers the following described property in the county of Escambia, State of Florida, to wit: **05-3222-000**

**Cert Holder:**  
**BLACKWELL EDDIE TTEE/BLACKWELL LIVING TRUST**  
**723 OVERBROOK DRIVE**  
**FORT WALTON BEAC, FL 32547**

**Property Owner:**  
**HERBERT IMA JEAN**  
**4521 DEAUVILLE WAY**  
**PENSACOLA, FL 32505**  
LT 12 BLK 12 MONTCLAIR UNIT NO 2 PB 4 P 100 SEC 10/12 T 2S  
R 30 W OR 4376 P 475

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, or if the certificate is held by the County, all appropriate fees have been deposited.

Certificates owned by applicant and filed in connection with this application:

| Certificate Year/Number | Account Number | Sale Date  | Face Amount of Certificate | Interest | Total  |
|-------------------------|----------------|------------|----------------------------|----------|--------|
| 2014/2512               | 05-3222-000    | 06-01-2014 | 256.64                     | 53.89    | 310.53 |
| 2015/2677               | 05-3222-000    | 06-01-2015 | 256.34                     | 12.82    | 269.16 |

Certificates redeemed by applicant or included (County) in connection with this tax deed application:

| Certificate Year/Number | Account Number | Sale Date | Face Amount of Certificate | Tax Collector's Fee | Interest | Total |
|-------------------------|----------------|-----------|----------------------------|---------------------|----------|-------|
| /                       |                |           |                            |                     |          |       |

**Amounts Certified by Tax Collector (Lines 1-7):**

|                                                                                                           |          |
|-----------------------------------------------------------------------------------------------------------|----------|
| 1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant | 579.69   |
| 2. Total of Delinquent Taxes Paid by Tax Deed Applicant                                                   | 0.00     |
| 3. Total of Current Taxes Paid by Tax Deed Applicant                                                      | 234.79   |
| 4. Ownership and Encumbrance Report Fee                                                                   | 200.00   |
| 5. Tax Deed Application Fee                                                                               | 175.00   |
| 6. Total Interest Accrued by Tax Collector Pursuant to Section 197.542, F.S.                              |          |
| 7. Total (Lines 1 - 6)                                                                                    | 1,189.48 |

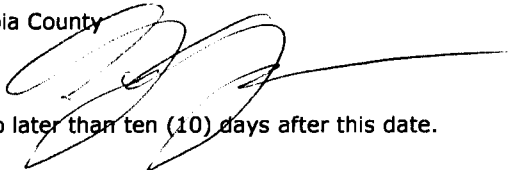
**Total Amount Paid****Amounts Certified by Clerk of Court (Lines 8-15):**

|                                                                                           |        |
|-------------------------------------------------------------------------------------------|--------|
| 8. Clerk of Court Statutory Fee for Processing Tax Deed                                   |        |
| 9. Clerk of Court Certified Mail Charge                                                   |        |
| 10. Clerk of Court Advertising Charge                                                     |        |
| 11. Clerk of Court Recording Fee for Certificate of Notice                                |        |
| 12. Sheriff's Fee                                                                         |        |
| 13. Interest Computed by Clerk of Court Pursuant to Section 197.542, F.S.                 |        |
| 14. Total (Lines 8 - 13)                                                                  |        |
| 15. One-half Assessed Value of Homestead Property, if Applicable per F.S.                 | 16,000 |
| 16. Other Outstanding Certificates and Delinquent Taxes Not Included in this Application, |        |
| 17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable) and 16 (if          |        |
| 18. Redemption Fee                                                                        | 12.50  |
| 19. Total Amount to Redeem                                                                |        |

**Total Amount Paid**

Done this the 6th day of June, 2016 Janet Holley, Tax Collector of Escambia County

Date of Sale: 11-07-2016

By 

\*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.  
05-3222-000 2014

FORM 512      NOTICE TO TAX COLLECTOR OF APPLICATION FOR TAX DEED      Application Number  
1600432

TO: Tax Collector of ESCAMBIA COUNTY: JANET HOLLEY

In accordance with the Florida  
Statutes, I,

BLACKWELL EDDIE TTEE/BLACKWELL LIVING TRUST  
723 OVERBROOK DRIVE  
FORT WALTON BEAC, FL 32547

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

| Certificate No. | Date       | Legal Description                                                                  |
|-----------------|------------|------------------------------------------------------------------------------------|
| 2014/ 2512      | 06-01-2014 | LT 12 BLK 12 MONTCLAIR UNIT NO 2 PB 4 P 100 SEC 10/12 T 2S R 30 W<br>OR 4376 P 475 |

I agree to pay all delinquent taxes, redeem all outstanding tax 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 report 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.

*Electronic signature on file*

Applicant's Signature

*05-10-2016*

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:** 102S301000012012  
**Account:** 053222000  
**Owners:** HERBERT IMA JEAN  
**Mail:** 4521 DEAUVILLE WAY  
 PENSACOLA, FL 32505  
**Situs:** 4521 DEAUVILLE WAY 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  |
|------|---------|----------|----------|----------|
| 2015 | \$4,500 | \$28,777 | \$33,277 | \$32,000 |
| 2014 | \$4,500 | \$27,247 | \$31,747 | \$31,747 |
| 2013 | \$4,500 | \$26,990 | \$31,490 | \$31,490 |

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

### Sales Data

| Sale Date | Book | Page | Value    | Type | Official Records<br>(New Window) |
|-----------|------|------|----------|------|----------------------------------|
| 02/1999   | 4376 | 475  | \$100    | WD   | <a href="#">View Instr</a>       |
| 02/1999   | 4376 | 474  | \$100    | WD   | <a href="#">View Instr</a>       |
| 03/1990   | 2852 | 122  | \$100    | QC   | <a href="#">View Instr</a>       |
| 06/1987   | 2410 | 136  | \$40,000 | WD   | <a href="#">View Instr</a>       |

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

### 2015 Certified Roll Exemptions

HOMESTEAD EXEMPTION

### Legal Description

LT 12 BLK 12 MONTCLAIR UNIT NO 2 PB 4 P 100 SEC  
 10/12 T 2S R 30 W OR 4376 P 475

### Extra Features

None

### Parcel Information

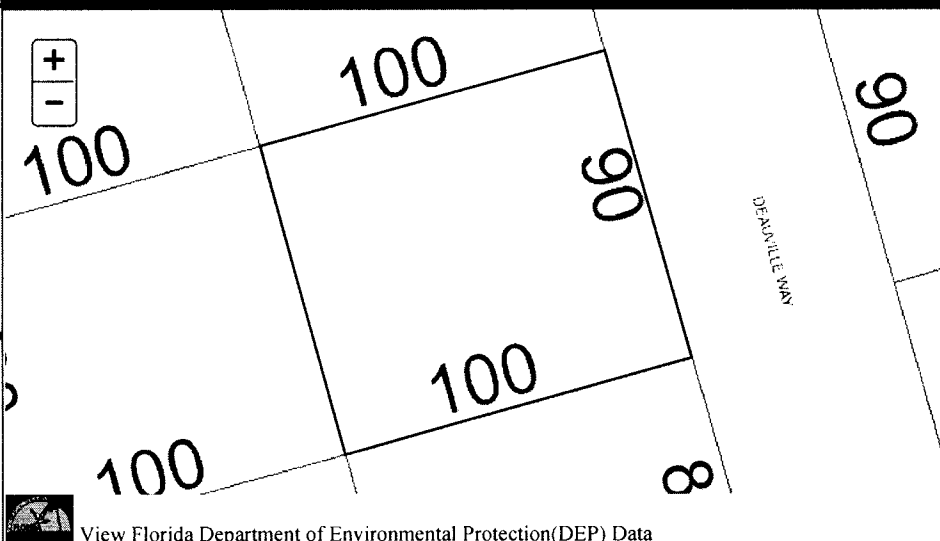
[Launch Interactive Map](#)

**Section**  
**Map Id:**  
 46-1S-30-2

**Approx.**  
**Acreage:**  
 0.2044

**Zoned:**   
 MDR

**Evacuation  
 & Flood  
 Information**  
[Open Report](#)



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

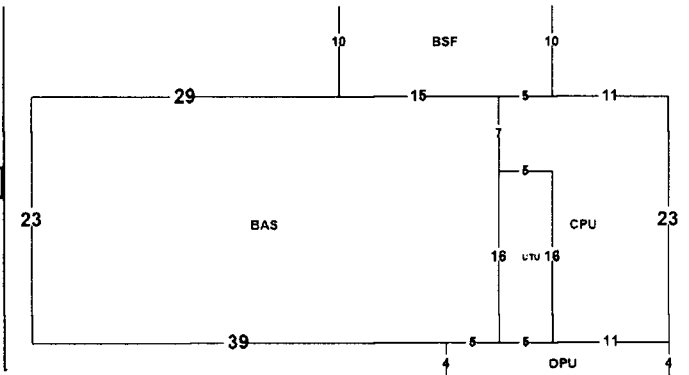
### Buildings

Address: 4521 DEAUVILLE WAY, Year Built: 1959, Effective Year: 1959

### Structural Elements

DECOR/MILLWORK-AVERAGE  
 DWELLING UNITS-1  
 EXTERIOR WALL-CONCRETE BLOCK  
 FLOOR COVER-CARPET  
 FOUNDATION-SLAB ON GRADE  
 HEAT/AIR-WALL/FLOOR FURN  
 INTERIOR WALL-DRYWALL-PLASTER

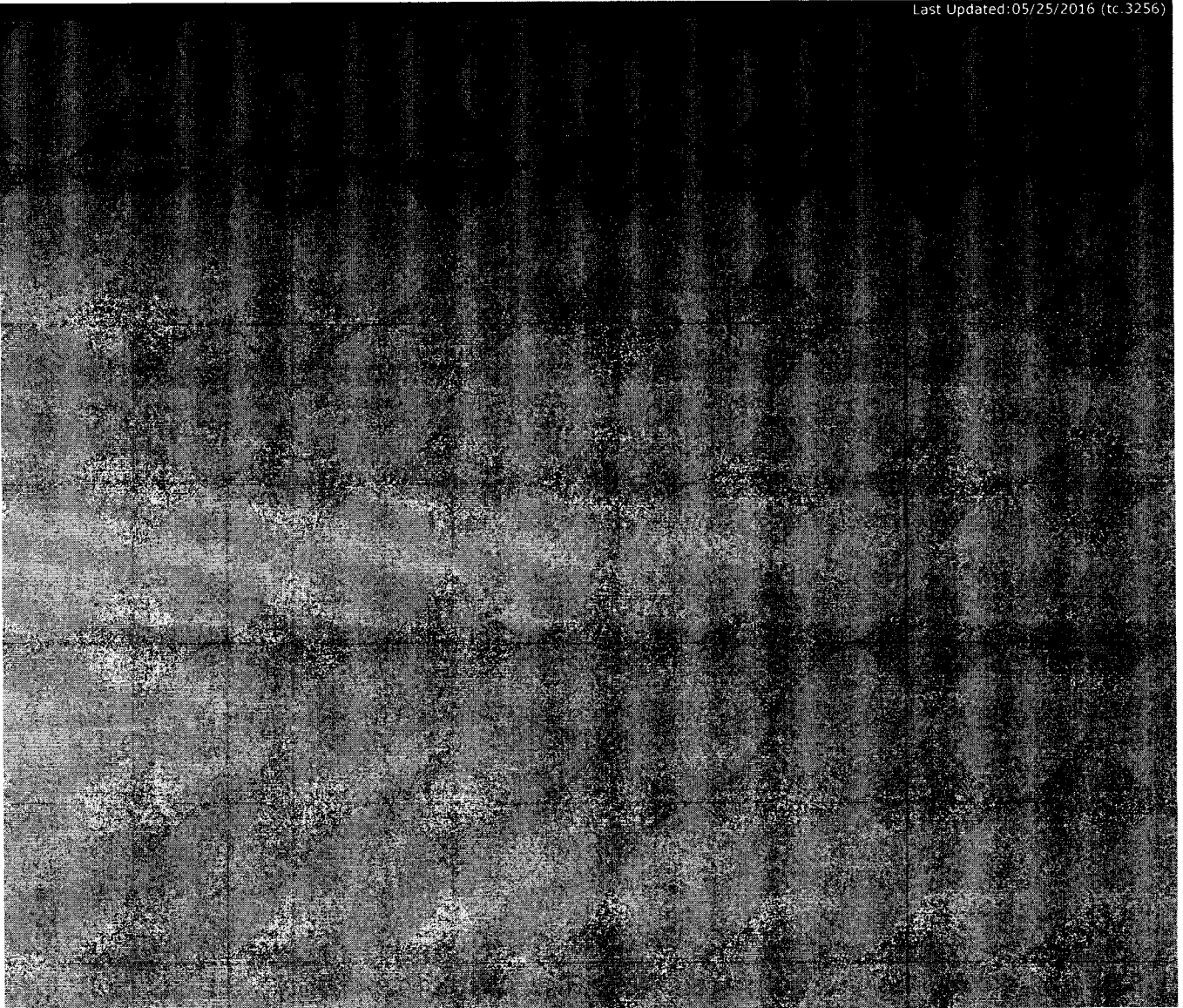
**Areas - 1664 Total SF**  
**BASE AREA - 1012**  
**BASE SEMI FIN - 200**  
**CARPORT UNF - 288**  
**OPEN PORCH UNF - 84**  
**UTILITY UNF - 80**



12/30/02

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:05/25/2016 (tc.3256)



**PAM CHILDERS**  
CLERK OF THE CIRCUIT COURT  
ARCHIVES AND RECORDS  
CHILDSUPPORT  
CIRCUIT CIVIL  
CIRCUIT CRIMINAL  
COUNTY CIVIL  
COUNTY CRIMINAL  
DOMESTIC RELATIONS  
FAMILY LAW  
JURY ASSEMBLY  
JUVENILE  
MENTAL HEALTH  
MIS  
OPERATIONAL SERVICES  
PROBATE  
TRAFFIC



**COUNTY OF ESCAMBIA  
OFFICE OF THE  
CLERK OF THE CIRCUIT COURT**

**BRANCH OFFICES  
ARCHIVES AND RECORDS  
JUVENILE DIVISION  
CENTURY**

CLERK TO THE BOARD OF  
COUNTY COMMISSIONERS  
OFFICIAL RECORDS  
COUNTY TREASURY  
AUDITOR

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT  
Tax Certificate Redeemed From Sale  
Account: 053222000 Certificate Number: 002512 of 2014**

**Payor: IMA JEAN HERBERT 4521 DEAUVILLE WAY PENSACOLA, FL 32505      Date 06/03/2016**

|                       |   |                       |                       |
|-----------------------|---|-----------------------|-----------------------|
| Clerk's Check #       | 1 | Clerk's Total         | <del>\$490.50</del>   |
| Tax Collector Check # | 1 | Tax Collector's Total | <del>\$1,302.78</del> |
|                       |   | Postage               | <del>\$60.00</del>    |
|                       |   | Researcher Copies     | <del>\$40.00</del>    |
|                       |   | Total Received        | <del>\$1,893.28</del> |

**\$1350.32**

**PAM CHILDERS  
Clerk of the Circuit Court**

Received By: \_\_\_\_\_  
Deputy Clerk

**PAM CHILDERS**  
 CLERK OF THE CIRCUIT COURT  
 ARCHIVES AND RECORDS  
 CHILDSUPPORT  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
 COUNTY CIVIL  
 COUNTY CRIMINAL  
 DOMESTIC RELATIONS  
 FAMILY LAW  
 JURY ASSEMBLY  
 JUVENILE  
 MENTAL HEALTH  
 MIS  
 OPERATIONAL SERVICES  
 PROBATE  
 TRAFFIC



**COUNTY OF ESCAMBIA  
 OFFICE OF THE  
 CLERK OF THE CIRCUIT COURT**

**BRANCH OFFICES  
 ARCHIVES AND RECORDS  
 JUVENILE DIVISION  
 CENTURY**

CLERK TO THE BOARD OF  
 COUNTY COMMISSIONERS  
 OFFICIAL RECORDS  
 COUNTY TREASURY  
 AUDITOR

**Case # 2014 TD 002512**  
**Redeemed Date 06/03/2016**

**Name IMA JEAN HERBERT 4521 DEAUVILLE WAY PENSACOLA, FL 32505**

|                             |                       |                |
|-----------------------------|-----------------------|----------------|
| Clerk's Total = TAXDEED     | <del>\$490.50</del>   | <b>1350.32</b> |
| Due Tax Collector = TAXDEED | <del>\$1,302.78</del> |                |
| Postage = TD2               | <del>\$60.00</del>    |                |
| ResearcherCopies = TD6      | <del>\$40.00</del>    |                |

• For Office Use Only

| Date | Docket | Desc | Amount Owed | Amount Due | Payee Name |
|------|--------|------|-------------|------------|------------|
|------|--------|------|-------------|------------|------------|

**FINANCIAL SUMMARY**

No Information Available - See Dockets

|                    |                |               |        |       |           |           |
|--------------------|----------------|---------------|--------|-------|-----------|-----------|
| Search Property    | Property Sheet | Lien Holder's | Redeem | Forms | Courtview | Benchmark |
| Redeemed From Sale |                |               |        |       |           |           |



**PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA**

**Tax Deed - Redemption Calculator**

**Account: 053222000 Certificate Number: 002512 of 2014**

Redemption ☐ Yes ☒ Application Date  Interest Rate

|                         | Final Redemption Payment ESTIMATED                   | Redemption Overpayment ACTUAL                           |
|-------------------------|------------------------------------------------------|---------------------------------------------------------|
|                         | Auction Date <input type="text" value="11/07/2016"/> | Redemption Date <input type="text" value="06/03/2016"/> |
| Months                  | 6                                                    | 1                                                       |
| Tax Collector           | <input type="text" value="\$1,189.48"/>              | <input type="text" value="\$1,189.48"/>                 |
| Tax Collector Interest  | \$107.05                                             | \$17.84                                                 |
| Tax Collector Fee       | <input type="text" value="\$6.25"/>                  | <input type="text" value="\$6.25"/>                     |
| Total Tax Collector     | \$1,302.78                                           | <input type="text" value="\$1,213.57"/> TC              |
| Clerk Fee               | <input type="text" value="\$130.00"/>                | <input type="text" value="\$130.00"/>                   |
| Sheriff Fee             | <input type="text" value="\$120.00"/>                | <input type="text" value="\$120.00"/>                   |
| Legal Advertisement     | <input type="text" value="\$200.00"/>                | <input type="text" value="\$200.00"/>                   |
| App. Fee Interest       | \$40.50                                              | <input type="text" value="\$6.75"/>                     |
| Total Clerk             | \$490.50                                             | <input type="text" value="\$456.75"/> CH                |
| Postage                 | <input type="text" value="\$60.00"/>                 | <input type="text" value="\$0.00"/>                     |
| Researcher Copies       | <input type="text" value="\$40.00"/>                 | <input type="text" value="\$0.00"/>                     |
| Total Redemption Amount | \$1,893.28                                           | \$1,670.32                                              |
|                         | Repayment Overpayment Refund Amount                  | \$222.96                                                |

Notes



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

June 20, 2016

EDDIE BLACKWELL TRUSTEE/BLACKWELL LIVING TRUST  
723 OVERBROOK DRIVE  
FORT WALTON BEACH FL 32547

Dear Certificate Holder:

The records of this office show that an application for a tax deed had been made on the property represented by the numbered certificate listed below. The property redeemed prior to sale; therefore your application fees are now refundable.

| TAX CERT       | APP FEES | INTEREST | TOTAL    |
|----------------|----------|----------|----------|
| 2014 TD 002512 | \$450.00 | \$6.75   | \$456.75 |

**TOTAL \$456.75**

Very truly yours,

PAM CHILDERS  
Clerk of Circuit Court

By:

Emily Hogg  
Tax Deed Division

**Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B  
Pensacola, Florida 32503  
Telephone: 850-478-8121  
Facsimile: 850-476-1437

*Redeemed*  
*16-450*

**OWNERSHIP AND ENCUMBRANCE REPORT**

File No.: 13030

August 24, 2016

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 08-24-1996, through 08-24-2016, and said search reveals the following:

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

Ima Jean Herbert

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: 

August 24, 2016

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 13030

August 24, 2016

**Lot 12, Block 12, Montclair Unit No. 2, as per plat thereof, recorded in Plat Book 4, Page 100, of the  
Public Records of Escambia County, Florida**

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 13030

August 24, 2016

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

1. That certain mortgage executed by Ima Jean Herbert in favor of EquiCredit Corporation of America dated 02/19/1999 and recorded 02/25/1999 in Official Records Book 4376, page 477 of the public records of Escambia County, Florida, in the original amount of \$37,700.00.
2. Taxes for the year 2013-2015 delinquent. The assessed value is \$30,249.00. Tax ID 05-3222-000.

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: 11-7-2016

TAX ACCOUNT NO.: 05-3222-000

CERTIFICATE NO.: 2014-2512

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

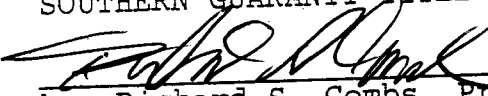
X     Homestead for 2015 tax year.

Ima Jean Herbert  
4521 Deauville Way  
Pensacola, FL 32505

Equicredit Corporation of America  
150 N. College St. NC1-028-17-06  
Charlotte, NC 28255

Certified and delivered to Escambia County Tax Collector,  
this 24th day of August, 2016.

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.

944.50  
266.00

OR BK 4376 PG0475  
Escambia County, Florida  
INSTRUMENT 99-583049

DEED DOC STAMPS PD @ ESC CO \$ 266.00

02/25/99 EMMIE LEE MAGNIA, CLERK  
By: Salvo Ansell

This Instrument is prepared by:

✓ Denis A. Braslow, Attorney At Law  
220 South Palafox Street  
Pensacola, FL 32501

Parcel ID Number: 10-2S-30-1000-012-012

## Warranty Deed

This Indenture, Made this 19TH day of February, 1999 A.D., Between  
Linda L. Landers

of the County of Escambia, State of Florida, grantor, and  
Ima Jean Herbert

whose address is: 4521 Deauville Way, Pensacola, FL 32505

of the County of Escambia, State of Florida, grantee.

Witnesseth that the GRANTOR, for and in consideration of the sum of  
-----TEN DOLLARS (\$10)----- DOLLARS,  
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has  
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,  
lying and being in the County of Escambia State of Florida to wit:

Lot 12, Block 12, MONTCLAIR UNIT NO. 2, being a portion of Section 10  
and 12, Township 2 South, Range 30 West, Escambia County, Florida,  
according to plat recorded in Plat Book 4, Page 100 of the public  
records of said County.

THE ABOVE DESCRIBED PROPERTY IS NOT THE CONSTITUTIONAL HOMESTEAD OF  
THE GRANTOR.

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

In Witness Whereof, the grantor has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]  
Printed Name: Denis A. Braslow  
Witness

[Signature]  
Printed Name: Sheryl Bertsch  
Witness

[Signature] (Seal)  
Linda L. Landers  
P.O. Address:

STATE OF Florida  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 19TH day of February, 1999 by  
Linda L. Landers

who is personally known to me or who has produced Florida driver's license as identification.



Denis A. Braslow  
MY COMMISSION # CC571568 EXPIRES  
September 7, 2000  
BONDED THRU TROY FARM INSURANCE, INC.

[Signature]  
Printed Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

4-28-92

17+2.50  
131.95  
75.40  
200

OR BK 4376 PG0477  
Escambia County, Florida  
INSTRUMENT 99-583050

MTG DOC STAMPS PD @ ESC CO \$ 131.95

02/25/99 EMMIE LEE MAGNANO, CLERK

By: Sally Mord

INTANGIBLE TAX PD @ ESC CO \$ 75.40

02/25/99 EMMIE LEE MAGNANO, CLERK

By: Sally Mord

RETURN TO:  
DENIS A. BRASLOW  
ATTORNEY AT LAW  
700 SOUTH PALAFOX ST., STE. 315  
PENSACOLA, FL 32501

This instrument was prepared by: Sonja T. Collins  
EquiCredit Central Processing  
10401 Deerwood Park Blvd.  
Jacksonville, FL 32256

Space Above Line For Recorder's Use

## MORTGAGE

Loan Number: 8585001210

THIS MORTGAGE is made this 19th day of February, 1999, between the Mortgagor, IMA JEAN HERBERT, UNMARRIED (herein "Borrower"), and the Mortgagee, EquiCredit Corporation of America, a corporation organized and existing under the laws of Delaware whose address is 600 S Barracks Street Suite #203 Pensacola, Florida 32501 (herein "Lender").

Whereas, Borrower is indebted to Lender in the principal sum of U.S. \$ 37,700.00, which indebtedness is evidenced by Borrower's note dated February 19, 1999 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on March 1, 2029;

To Secure to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby grant and convey to Lender, with power of sale, the following described property located in the County of ESCAMBIA, State of Florida:

**LOT 12, BLOCK 12, MONTCLAIR UNIT NO. 2, BEING A PORTION OF SECTION 10 AND 12, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 4, PAGE 100 OF THE PUBLIC RECORDS OF SAID COUNTY.**

which has the address of 4521 DEAUVILLE WAY PENSACOLA, FL 32505

[Street, City, State, Zip Code]

(herein "Property Address");

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

Borrower covenants that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment, late charges and other charges due under the Note.

Har \* 5/6/92

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

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

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

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

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

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property ("Property Taxes") which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any. In the event Borrower fails to pay any due and payable Property Taxes, Lender may, in its sole discretion, pay such charges and add the amounts thereof to the principal amount of the loan secured by the Mortgage on which interest shall accrue at the contract rate set forth in the Note.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. In the event Borrower fails to maintain hazard insurance (including any required flood insurance) in an amount sufficient to satisfy all indebtedness, fees, and charges owed Lender (in addition to payment of all liens and charges which may have priority over Lender's interest in the property), Lender may, in its sole discretion, obtain such insurance naming Lender as the sole beneficiary (single interest coverage). Lender may add any premiums paid for such insurance to the principal amount of the loan secured by this Mortgage on which interest shall accrue at the contract rate set forth in the Note.

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

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

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

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, (including without limitation) then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. In addition, Grantor (Mortgagor) covenants at all times to do all things necessary to defend the title to all of the said property, but the Beneficiary (Mortgagee) shall have the right at any time to intervene in any suit affecting such title and to employ independent counsel in connection with any suit to which it may be a party by intervention or otherwise, and upon demand Grantor (Mortgagor) agrees either (1) to pay the Beneficiary all reasonable expenses paid or incurred by it in respect to any such suit affecting title to any such property, or affecting the Beneficiary's (Mortgagee's) liens or rights hereunder, including, reasonable fees to the Beneficiary's (Mortgagee's) attorneys or (2) to permit the addition of such expenses, costs, and attorney's fees to the principal balance of the Note(s) secured by this Deed of Trust (Mortgage) on which interest shall accrue at the Note rate.

If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

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

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

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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

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

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

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

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

Lender may consent to a sale or transfer if (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee; (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Mortgage is acceptable; (3) interest will be payable on the sums secured by this Mortgage at a rate acceptable to Lender; (4) changes in the terms of the Note and this Mortgage required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Mortgage, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

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

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

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

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

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

22. **Riders to this Mortgage.** If one or more riders are executed by Borrower and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage. [Check applicable box(es)].

- ☐ Adjustable Rate Rider      ☐ Condominium Rider      ☐ 1-4 Family Rider  
☐ Planned Unit Development Rider      ☐ Other(s) (specify):

23. **Conformity With Laws.** If any provision of this Mortgage (Deed of Trust) is found to be in violation of any law, rule or regulation which affects the validity and/or enforceability of the Note and/or Mortgage (Deed of Trust), that provision shall be deemed modified to comply with applicable law, rule, or regulation.

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

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

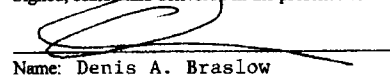
RCD Feb 25, 1999 04:22 pm  
Escambia County, Florida

In Witness Whereof, Borrower has executed this Mortgage.

**NOTICE TO BORROWER**

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 99-583050

Do not sign this Mortgage if it contains blank spaces. All spaces should be completed before you sign.  
Signed, sealed and delivered in the presence of:

  
Name: Denis A. Braslow

 (Seal)  
Name: IMA JEAN HERBERT  
Address: 4521 DEAUVILLE WAY PENSACOLA FL 32505

  
Name: Sheryl Bertsch

(Seal)  
Name: \_\_\_\_\_  
Address: 4521 DEAUVILLE WAY PENSACOLA FL 32505

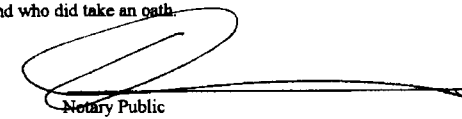
Name: \_\_\_\_\_

(Seal)  
Name: \_\_\_\_\_  
Address: 4521 DEAUVILLE WAY PENSACOLA FL 32505

State of Florida  
County of ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of February, 1999, by \_\_\_\_\_  
IMA JEAN HERBERT  
\_\_\_\_\_, who is/are personally known to me or who has produced \_\_\_\_\_  
DRIVERS LICENSE as identification and who did take an oath.

(Seal)

  
Notary Public  
Name: \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

