

Tax Collector's Certification

16-205

CTY-513

Tax Deed Application Number

1600160

Date of Tax Deed Application

Apr 25, 2016

This is to certify that **CAPITAL ONE CLTRL ASSIGNEE OF**, holder of Tax Sale Certificate Number 2014 / 2939, Issued the 1st Day of June, 2014 and which encumbers the following described property in the county of Escambia, State of Florida, to wit: **06-0504-000**

Cert Holder:

CAPITAL ONE CLTRL ASSIGNEE OF
PO BOX 54418
NEW ORLEANS, LA 70154

Property Owner:

KUCHERA AMELIA LYN
243 AQUAMARINE DR
PENSACOLA, FL 32505

LT 10 BLK T RE S/D OAKCREST UNIT NO 3 PB 3 P 69/82/89 OR
4078 P 1487

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
2014/2939	06-0504-000	06-01-2014	685.05	88.63	773.68

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
2015/3138	06-0504-000	06-01-2015	678.65	6.25	33.93	718.83

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

Total Amount Paid

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

1,492.51
0.00
657.69
200.00
175.00

2,525.20

Amounts Certified by Clerk of Court (Lines 8-15):

Total Amount Paid

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. 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
19. Total Amount to Redeem

6.25
2,531.45

Done this the 27th day of April, 2016 Janet Holley, Tax Collector of Escambia County

Date of Sale: August 1, 2016

By

Jenna Stewart

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

06-0504-000 2014

TO: Tax Collector of ESCAMBIA COUNTY: JANET HOLLEY

In accordance with the Florida Statutes, I,

CAPITAL ONE CLTRL ASSIGNEE OF
PO BOX 54418
NEW ORLEANS, LA 70154

, 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/ 2939	06-01-2014	LT 10 BLK T RE S/D OAKCREST UNIT NO 3 PB 3 P 69/82/89 OR 4078 P 1487

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

04-25-2016

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: 162S302400010020
Account: 060504000
Owners: KUCHERA AMELIA LYN
Mail: 243 AQUAMARINE DR
PENSACOLA, FL 32505
Situs: 243 AQUAMARINE AVE 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

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
11/1996	4078	1487	\$17,500	QC	View Instr
01/1971	540	184	\$11,100	WD	View Instr
01/1968	410	47	\$100	WD	View Instr

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

Assessments

Year	Land	Imprv	Total	Cap Val
2015	\$4,500	\$29,300	\$33,800	\$33,800
2014	\$4,500	\$27,728	\$32,228	\$32,228
2013	\$4,500	\$27,614	\$32,114	\$32,114

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

2015 Certified Roll Exemptions

Legal Description

LT 10 BLK T RE S/D OAKCREST UNIT NO 3 PB 3 P
69/82/89 OR 4078 P 1487

Extra Features

None

Parcel Information

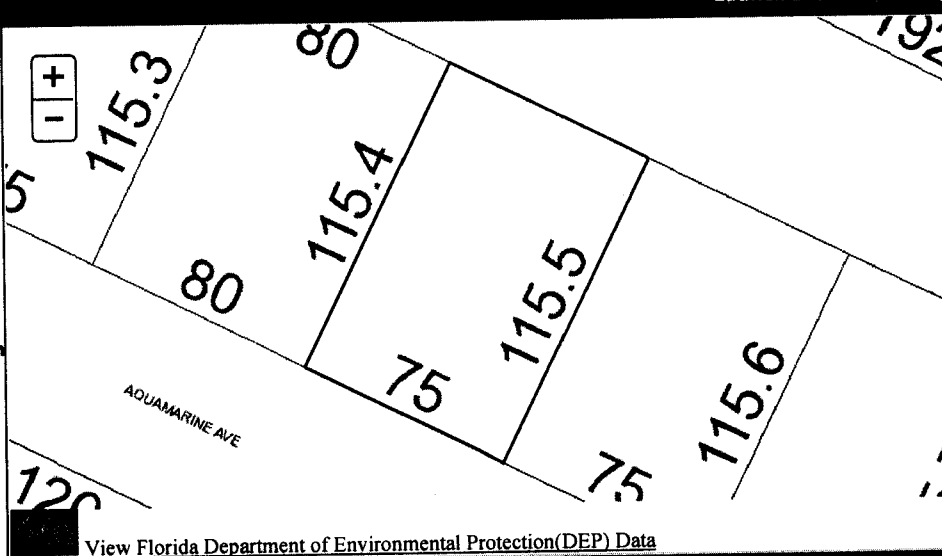
[Launch Interactive Map](#)

Section
Map Id:
16-25-30-1

**Approx.
Acreage:**
0.1975

Zoned: ☒
MDR

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



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

Buildings

Address: 243 AQUAMARINE AVE, Year Built: 1955, Effective Year: 1955

Structure Details
DECOR/MILLWORK-AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-CONCRETE BLOCK
FLOOR COVER-ASPHALT TILE
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-5

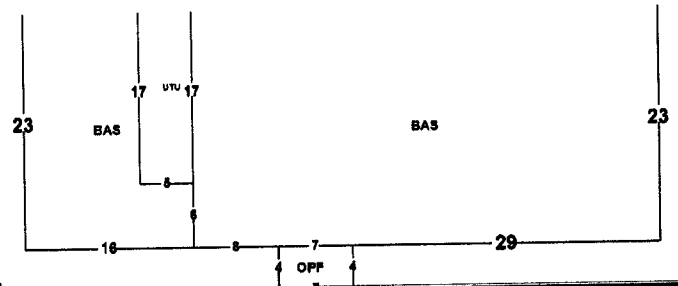
NO. STORIES-1
ROOF COVER-BLT UP ON WOOD
ROOF FRAMING-FLAT/SHED
STORY HEIGHT-0
STRUCTURAL FRAME-MASONRY
PIL/STL

Area - 1408 Total SF

BASE AREA - 1295

OPEN PORCH FIN - 28

UTILITY UNF - 85



Images



7/22/15

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: 05/01/2014 10:11:17

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**

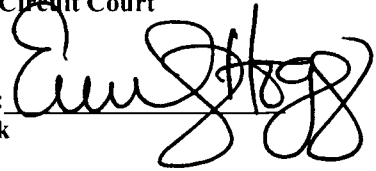
CLERK TO THE BOARD OF
COUNTY COMMISSIONERS
OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 060504000 Certificate Number: 002939 of 2014

Payor: AMELIA LYN KUCHERA 243 AQUAMARINE DR PENSACOLA, FL 32505 Date
05/18/2016

Clerk's Check #	2642699	Clerk's Total	\$477.00
Tax Collector Check #	1	Tax Collector's Total	\$2,682.96
		Postage	\$60.00
		Researcher Copies	\$40.00
		Total Received	\$3,259.96 2706.08

PAM CHILDERS
Clerk of the Circuit Court

Received By: 
Deputy Clerk

Escambia County Government Complex • 221 Palafox Place Ste 110 • PENSACOLA, FLORIDA 32502
(850) 595-3793 • FAX (850) 595-4827 • <http://www.clerk.co.escambia.fl.us>

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 002939
 Redeemed Date 05/18/2016**

Name AMELIA LYN KUCHERA 243 AQUAMARINE DR PENSACOLA, FL 32505

Clerk's Total = TAXDEED	\$477.00
Due Tax Collector = TAXDEED	\$2,582.96 2706.08
Postage TD2	\$60.00
ResearcherCopies = TD6	\$40.00

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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FINANCIAL SUMMARY

No Information Available - See Dockets




PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 060504000 Certificate Number: 002939 of 2014

Redemption ☐ Yes ☒ No
 Application Date
 Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="08/01/2016"/>	Redemption Date <input type="text" value="05/18/2016"/> 
Months	4	1
Tax Collector	<input type="text" value="\$2,525.20"/>	<input type="text" value="\$2,525.20"/>
Tax Collector Interest	\$151.51	\$37.88
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$2,682.96	<input type="text" value="\$2,569.33"/> 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	\$27.00	\$6.75
Total Clerk	\$477.00	<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	\$3,259.96	\$3,026.08
	Repayment Overpayment Refund Amount	\$233.88

ACTUAL SHERIFF \$80.00 *****SEE IF SHE KNOWS ABOUT HOMESTEAD???

Notes 5/16/16 AMELIA LYN KUCHERA CALLED FOR A QUOTE, TOLD HER IT

Submit

Reset

Print Preview



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 3, 2016

CAPITAL ONE CLTRL ASSIGNEE OF
PO BOX 54418
NEW ORLEANS LA 70154

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 002471	\$450.00	\$6.75	\$456.75
2014 TD 002939	\$450.00	\$6.75	\$456.75
2014 TD 008915	\$450.00	\$6.75	\$456.75
2014 TD 007975	\$450.00	\$6.75	\$456.75
2014 TD 004840	\$450.00	\$6.75	\$456.75
2014 TD 006169	\$450.00	\$6.75	\$456.75
2014 TD 007820	\$450.00	\$6.75	\$456.75
2014 TD 003148	\$450.00	\$6.75	\$456.75

TOTAL \$3,654.00

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

16-205

Redeemed

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 12722

May 18, 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 05-18-2016, through 05-18-2016, and said search reveals the following:

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

Amelia Lyn Kuchera

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: 

May 18, 2016

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 12722

May 18, 2016

Lot 10, Block T, Resubdivision of a portion of Oakcrest, Unit No. 3, as per plat thereof, recorded in Plat Book 3, Page 89, of the Public Records of Escambia County, Florida

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 12722

May 18, 2016

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

1. That certain mortgage executed by Amelia Lyn Kuchera in favor of Southtrust Bank NKA Wells Fargo Bank dated 10/23/2012 and recorded 11/15/2002 in Official Records Book 5012, page 1463 of the public records of Escambia County, Florida, in the original amount of \$13,600.00.
2. MSB U Lien filed by Escambia County recorded in O.R. Book 4448, page 54.
3. Taxes for the year 2013-2015 delinquent. The assessed value is \$33,800.00. Tax ID 06-0504-000.

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.

Email: rcsgrt@aol.com

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

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

Return to: (enclose self-addressed stamped envelope)

Name **Rosalie M JACKSON**

Address: **35 GLOUCESTER AVE
PENSACOLA, FL 32505**

This instrument Prepared by:

DAVID W. AUDIFFRED

Address: **1803 W. GARDEN ST
PENSACOLA, FL 32501**

Parcel I.D.

1625.302400010020

DR BK 4078 PG 1487
Escambia County, Florida
INSTRUMENT 96-345909

DEED REC STAMPS PD & ESC CO \$ 122.50
12/04/96 ERNIE LEE MAGAHA, CLERK

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 96-345909

RCD Dec 04, 1996 02:40 pm
Escambia County, Florida

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

600
12250

This Quit-Claim Deed, Executed this **20th** day of **NOVEMBER**, A.D. 1996, by
Rosalie M. JACKSON
first party, to **Amelia LYN Kuchera**

whose postoffice address is **243 AQUAMARINE DR. Pensacola, FL
32505.**
second party:

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum of \$ **10.00**
in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, re-
lease and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which
the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being
in the County of **ESCAMBIA** State of **Florida**, to-wit:

**LOT 10, BLOCK "T." in The Re-subdivision of a PORTION
of OAKCREST, Unit No 3. according to plat filed in
PLAT Book 3, Page 89 of The Public Records of Escambia
County Florida.**

To Have and to Hold the same together with all and singular the appurtenances thereunto
belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim what-
soever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said
second party forever.

In Witness Whereof, The said first party has signed and sealed these presents the day and year
first above written.

Signed, sealed and delivered in presence of:

CRAIG W. Smith
FRANK C. Gonsky
STATE OF **Florida**
COUNTY OF **ESCAMBIA**

Rosalie M JACKSON
Amelia LYN Kuchera

I HEREBY CERTIFY that on this day, before me, an
officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

Rosalie M. JACKSON and **Amelia LYN KUCHERA**
to me known to be the person described and who executed the foregoing instrument and **they** acknowledged
before me that they executed the same on the **20th** day of **NOVEMBER**, 1996.

WITNESS my hand and official seal in the County and State aforesaid on the **20th** day of

November

A. D. 1996

My Commission expires

DAVID W. AUDIFFRED

33.00
49.60
27.20
107.80

RECORDATION REQUESTED BY:

SouthTrust Bank
Cordova Office 917
4710 Bayou Blvd
Pensacola, FL 32503

WHEN RECORDED MAIL TO:

✓ SouthTrust Bank, Loan Operations
Mortgage Recording - File Management
P O Box 2233
Birmingham, AL 35201

SEND TAX NOTICES TO:

AMELIA L KUCHERA
243 AQUAMARINE AVE
PENSACOLA, FL 32505

OR BK 5012 PG1463
Escambia County, Florida
INSTRUMENT 2002-028973

MTG DOC STRIPS PD @ ESC CO \$ 47.60
11/15/02 EMILIE LEE WRIGHT, CLERK
By: *B. Allen*

INTANGIBLE TAX PD @ ESC CO \$ 27.20
11/15/02 EMILIE LEE WRIGHT, CLERK
By: *B. Allen*

This Mortgage prepared by:

Name: JANE ALLEN, Loan Processor
Company: SouthTrust Bank
Address: 234 Goodwin Crest Drive, Birmingham, AL 35209



076000000000950108035300011 6

MORTGAGE

FOR USE WITH SECURED REVOLVING CREDIT AGREEMENT

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$13,600.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated October 23, 2002, is made and executed between AMELIA L KUCHERA, AKA AMELIA LYN KUCHERA; UNMARRIED (referred to below as "Grantor") and SouthTrust Bank, whose address is 4710 Bayou Blvd, Pensacola, FL 32503 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in ESCAMBIA County, State of Florida:

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN CITY OF PENSACOLA BEING KNOWN AS LOT 10, BLOCK T, OAKCREST SUBDIVISION, UNIT NO. 3, PLAT BOOK 3, PAGE 89, AND BEING MORE FULLY DESCRIBED IN DEED BOOK 4078 PAGE 1487 RECORDED ON 12/04/1996 AMONG THE LAND RECORDS OF ESCAMBIA COUNTY, FL.

The Real Property or its address is commonly known as 243 AQUAMARINE AVE, PENSACOLA, FL 32505.

REVOLVING LINE OF CREDIT. Specifically, in addition to the amounts specified in the indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit under which, upon request by Grantor, Lender, within twenty (20) years from the date of this Mortgage, may make future advances to Grantor. Such future advances, together with interest thereon, are secured by this Mortgage. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in this Mortgage and any intermediate balance.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until Grantor's interest in any or all of the Property is foreclosed, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or

ack



078000000000960108035300011 6

**MORTGAGE
(Continued)**

Page 6

any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations, estoppel, waiver, laches, and similar doctrines which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes. The Federal Arbitration Act shall apply to the construction, interpretation, and enforcement of this arbitration provision.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by and interpreted in accordance with federal law and the laws of the State of Florida. This Mortgage has been accepted by Lender in the State of Florida.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Escambia County, State of Florida.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means AMELIA L KUCHERA, and all other persons and entities signing the Credit Agreement.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated October 23, 2002, with credit limit of \$13,600.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

Grantor. The word "Grantor" means AMELIA L KUCHERA.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal up to the original principal amount specified in the paragraph Credit Agreement above (the "Credit Limit") and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Trustee or Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage; and that the Credit Agreement will continue in effect until terminated by either the Grantor or the Lender in accordance with the terms of the Credit Agreement, or until fifteen (15) years from its date, whichever occurs first, even though from time to time there may be no loans outstanding to the Grantor under the Credit Agreement.

Lender. The word "Lender" means SouthTrust Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

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MORTGAGE
(Continued)

ERNIE LEE MAGAHA
Clerk of the Circuit Court
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Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

WAIVER OF FUTURE ADVANCES UNDER PRIOR MORTGAGE. Grantor hereby agrees that the principal indebtedness secured by any mortgages or security agreements which are senior to the lien of this Mortgage shall not exceed the amount which upon the date of the execution of this Mortgage has actually been advanced and is secured by each such prior mortgage and security agreement. As principal indebtedness of such prior mortgages or security agreements is reduced, the maximum amount that may be secured thereby shall also be reduced to the then outstanding principal balance(s). Grantor hereby waives the right to receive any additional or future advances under any such prior mortgages or security agreements. This paragraph shall constitute the notice required by Florida Statutes Section 697.04(b).

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x Amelia L Kuchera AKA Amelia Lynn Kuchera
AMELIA L KUCHERA, individually

WITNESSES:

x Dominique McGe
Dominique McGe
x Tracy M. Lovett
Tracy M. Lovett

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Florida
COUNTY OF Escambia

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) SS
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The foregoing instrument was acknowledged before me this 23 day of October, 2002
by **AMELIA L KUCHERA, UNMARRIED**, who is personally known to me or who has produced FDL # K2600267860 as
identification and did / did not take an oath.



Lisa A. Hudson
(Signature of Person Taking Acknowledgment)
LISA A. HUDSON
(Name of Acknowledger Typed, Printed or Stamped)
FSR
(Title or Rank)
CC981676
(Serial Number, if any)