

Tax Collector's Certification

CTY-513

Tax Deed Application Number
1600408

Date of Tax Deed Application
May 04, 2016

This is to certify that **PFS FINANCIAL 1, LLC U.S. BANK, CUSTODIAN/PFS FINAN**
US BANK AS CUST FOR PFS FINANCIAL 1 LLC, holder of **Tax Sale Certificate Number 2014 / 9012**, Issued the 1st Day of June, 2014 and which encumbers the following described property in the county of Escambia, State of Florida, to wit: **15-1012-000**

Cert Holder:
PFS FINANCIAL 1, LLC U.S. BANK, CUSTODIAN/PFS FINAN
US BANK AS CUST FOR PFS FINANCIAL 1 LLC
50 SOUTH 16TH ST, STE 2050
PHILADELPHIA, PA 19102

Property Owner:
ROBERTSON KAROL B
511 N J ST
PENSACOLA, FL 32501

LTS 20 21 22 BLK 98 WEST KING TRACT OR 6837 P 1113 CA 116

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
2014/9012	15-1012-000	06-01-2014	723.79	36.19	759.98

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
2015/9444	15-1012-000	06-01-2015	721.37	6.25	36.07	763.69

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)

1,523.67
0.00
689.00
200.00
175.00

2,587.67

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, If Applicable Per Florida Statutes
17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable) and 16 (if applicable)
18. Redemption Fee
19. Total Amount to Redeem

32,874.50

6.25

Done this the 24th day of May, 2016 Janet Holley, Tax Collector of Escambia County

Date of Sale: 5 December 2016

By

Shirley Rich, C.F.C.A.
Senior Deputy Tax Collector

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

15-1012-000 2014

TO: Tax Collector of ESCAMBIA COUNTY: JANET HOLLEY

In accordance with the Florida Statutes, I, PFS FINANCIAL 1, LLC U.S. BANK, CUSTODIAN/PFS FINAN
US BANK AS CUST FOR PFS FINANCIAL 1 LLC
50 SOUTH 16TH ST, STE 2050
PHILADELPHIA, PA 19102

, 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/ 9012	06-01-2014	LTS 20 21 22 BLK 98 WEST KING TRACT OR 6837 P 1113 CA 116

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

05-04-2016

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: 000S009060020098
Account: 151012000
Owners: ROBERTSON KAROL B
Mail: 511 N J ST
 PENSACOLA, FL 32501
Situs: 511 N J ST 32501
Use Code: SINGLE FAMILY RESID
Taxing Authority: PENSACOLA CITY LIMITS
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	\$19,189	\$51,521	\$70,710	\$65,749
2014	\$19,189	\$49,876	\$69,065	\$65,228
2013	\$19,189	\$45,076	\$64,265	\$64,265

[Disclaimer](#)
[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
02/17/2011	6837	1113	\$100	QC	View Instr
01/1976	1044	762	\$1,600	WD	View Instr
01/1961	976	725	\$100	WD	View Instr

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

2015 Certified Roll Exemptions

HOMESTEAD EXEMPTION

Legal Description

LTS 20 21 22 BLK 98 WEST KING TRACT OR 6837 P
1113 CA 116

Extra Features

FRAME GARAGE

Parcel Information

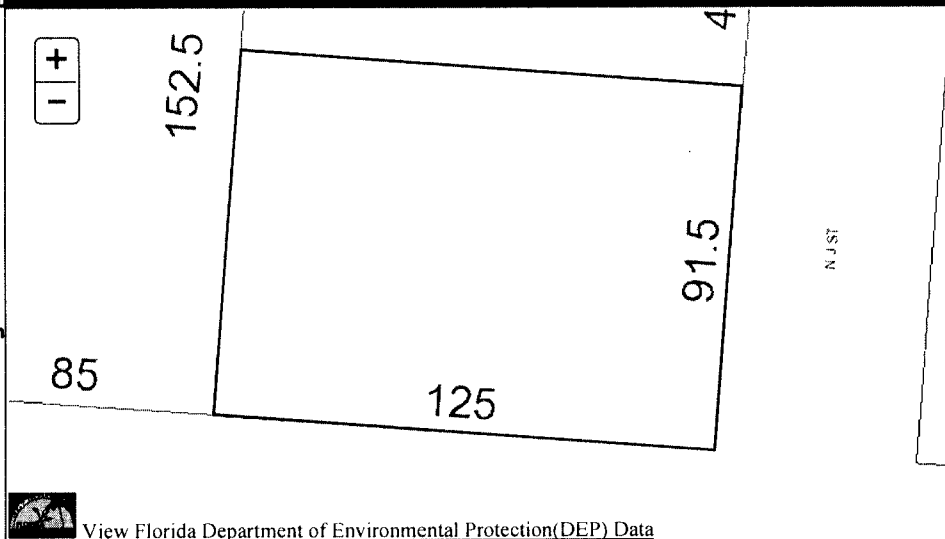
[Launch Interactive Map](#)

Section
Map Id:
 CA116

Approx. Acreage:
 0.2626

Zoned:
 R-1A

Evacuation & Flood Information
[Open Report](#)



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

Buildings

Address: 511 N J ST, Year Built: 1918, Effective Year: 1980

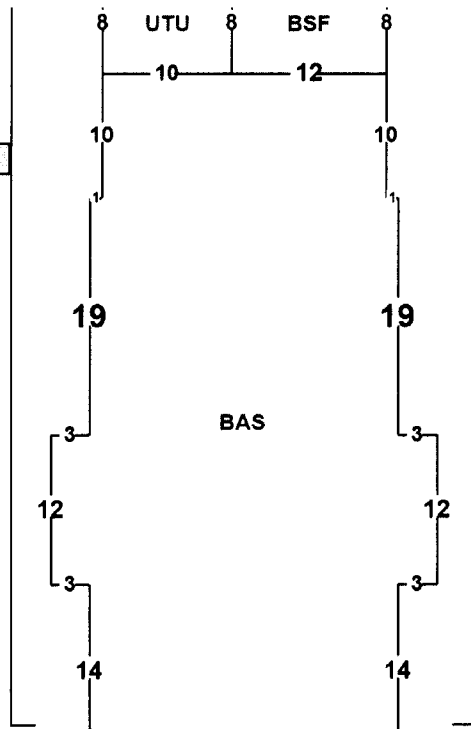
Structural Elements

DECOR/MILLWORK-BELOW AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-VINYL SIDING
FLOOR COVER-PINE/SOFTWOOD
FOUNDATION-WOOD/NO SUB FLR
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
INTERIOR WALL-WOOD/WALLBOARD

NO. PLUMBING FIXTURES-3
NO. STORIES-1
ROOF COVER-METAL/MODULAR
ROOF FRAMING-GABL/HIP COMBO
STORY HEIGHT-0
STRUCTURAL FRAME-WOOD FRAME

 **Areas - 1968 Total SF**

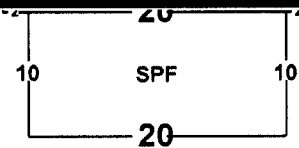
BASE AREA - 1372
BASE SEMI FIN - 96
OPEN PORCH FIN - 220
SCRN PORCH FIN - 200
UTILITY UNF - 80



Images



7/28/14



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:06/02/2016 (tc.5414)

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: 151012000 Certificate Number: 009012 of 2014

Payor: KAROL ROBERTSON 511 N J ST PENSACOLA, FL 32501 Date 06/10/2016

Clerk's Check #	1119381	Clerk's Total	\$497.25
Tax Collector Check #	1	Tax Collector's Total	\$2,865.63
		Postage	\$60.00
		Researcher Copies	\$40.00
		Total Received	\$3,462.88 \$2769.49

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 009012

Redeemed Date 06/10/2016

Name KAROL ROBERTSON 511 N J ST PENSACOLA, FL 32501

Clerk's Total = TAXDEED	\$497.25
Due Tax Collector = TAXDEED	\$2,865.63
Postage = TD2	\$60.00
ResearcherCopies = TD6	\$40.00

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
FINANCIAL SUMMARY					
No Information Available - See Dockets					



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 151012000 Certificate Number: 009012 of 2014

Redemption Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 12/05/2016	Redemption Date 06/10/2016 
Months	7	1
Tax Collector	\$2,587.67	\$2,587.67
Tax Collector Interest	\$271.71	\$38.82
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$2,865.63	\$2,632.74 TC
Clerk Fee	\$130.00	\$130.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$200.00	\$200.00
App. Fee Interest	\$47.25	\$6.75
Total Clerk	\$497.25	\$456.75 CH
Postage	\$60.00	\$0.00
Researcher Copies	\$40.00	\$0.00
Total Redemption Amount	\$3,462.88	\$3,089.49
	Repayment Overpayment Refund Amount	\$373.39

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 17, 2016

PFS FINANCIAL 1 LLC US BANK CUSTODIAN
50 SOUTH 16TH ST STE 2050
PHILADELPHIA PA 19102

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 004723	\$450.00	\$6.75	\$456.75
2014 TD 000050	\$450.00	\$6.75	\$456.75
2014 TD 006996	\$450.00	\$6.75	\$456.75
2014 TD 002469	\$450.00	\$6.75	\$456.75
2014 TD 008312	\$450.00	\$6.75	\$456.75
2014 TD 009012	\$450.00	\$6.75	\$456.75

TOTAL \$2740.50

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
16-538

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 13123

September 16, 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 09-16-1996, through 09-16-2016, and said search reveals the following:

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

Karol B. Robertson

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: 

September 16, 2016

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 13123

September 16, 2016

Lots 20, 21 and 22, Block 98, West King Tract, City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906.

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 13123

September 16, 2016

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

1. That certain mortgage executed by William P. Bell and Mildred L. Bell, husband and wife, and William J. Bell in favor of Bank of America, N.A. dated 01/14/2005 and recorded 02/17/2005 in Official Records Book 5578, page 1920 of the public records of Escambia County, Florida, in the original amount of \$10,000.00.
2. Taxes for the year 2012-2015 delinquent. The assessed value is \$73,666.00. Tax ID 15-1012-000.

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: 12-5-2016

TAX ACCOUNT NO.: 15-1012-000

CERTIFICATE NO.: ~~2013-9660~~ 14 TD 9012

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

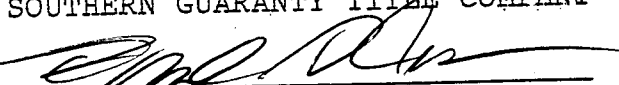
X Homestead for 2015 tax year.

Karol B. Robertson
511 North J St.
Pensacola, FL 32501

Bank of America, N.A.
100 North Tryon St.
Charlotte, NC 28255

Certified and delivered to Escambia County Tax Collector,
this 16th day of September, 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.

QUIT CLAIM DEED

This Quit Claim Deed, executed the 17th day of February, 2011, by Mildred L. Bell, an unmarried woman, whose address is 511 North J Street, Pensacola, Florida, 32501, first party, to Karol B. Robertson, a married woman, whose post office address is 2122 Schwab Court, Pensacola, Florida, 32504.

(Wherever used herein the terms "first party" and "second party" include all the parties to this instrument and the heirs, legal representatives, and the successors and assigns of corporations wherever the context so admits or requires.)

Witnesseth, that the first party, for and in consideration of the sum of \$10.00 (ten dollars) in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit claim unto the second party forever, all the right title, interest, claim and demand which the said first part 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:

511 North J Street

LTS 20 21 22 BLK 98 West King Tract or 1044 P 762 CA 116

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 whatsoever 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 written.

Signed, sealed and delivered in the presence of:

Mary Scott
Witness Signature (as to Grantor)

Mildred L. Bell
Grantor Signature (Mildred L. Bell)

Printed Name Mary Scott

511 North J Street, Pensacola, FL 32501

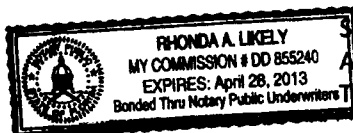
Tanesha McCreary
Witness Signature (as to Grantor)

Printed Name Tanesha McCreary

STATE OF FLORIDA
COUNTY OF ESCAMBIA

On February 17, 2011 before me, Rhonda A. Likely (notary), personally appeared Mildred L. Bell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the signatures(s) on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Signature Rhonda A. Likely
Affiant Known Produced ID
Type of ID _____

Prepared By Rhonda A. Likely
1000 College Blvd.
Pensacola, FL 32504 Bldg: 7

TPA-0075-218-72679
WHEN RECORDED MAIL TO:



Bell, William P

Record and Return To:
Integrated Loan Services
27 Inwood Road
Rocky Hill, CT 06067

This Mortgage prepared by:

Name: JASON LANE
Company: Bank of America, N.A.
Address: FL2-002-01-02 6700 LAKEVIEW CENTER DR, TAMPA, FL 33619-0000

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 \$20,000.00, 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 January 14, 2005, is made and executed between WILLIAM P BELL AND MILDRED L BELL, MARRIED TO EACH OTHER AND WILLIAM J BELL, AN UNMARRIED PERSON WHOSE ADDRESS IS 511 N. J ST PENSACOLA, FL 32501 (referred to below as "Grantor") and Bank of America, N.A., whose address is 100 North Tryon Street, Charlotte, NC 28255 (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:

See Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 511 N J ST, PENSACOLA, FL 32501-3622.

REVOLVING LINE OF CREDIT. This Mortgage secures the Indebtedness including, without limitation, a revolving line of credit under which, upon request by Borrower, Lender, within twenty (20) years from the date of this Mortgage, may make future advances to Borrower. 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 WITH THE CREDIT LIMIT OF \$10,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

86.5
55
=141.50

Loan No: 68211045754399

**MORTGAGE
(Continued)**

Page 7

Governing Law. In addition to applicable federal law, this Mortgage will be governed by and interpreted in accordance with federal law and the laws of the State of Florida, except for matters related to the exportation of interest (as defined by federal law) which will be governed by and interpreted in accordance with the laws of the State of North Carolina. However, if there ever is a question about whether any provision of this Mortgage is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction which is evidenced by the Credit Agreement and this Mortgage has been approved, made, and funded, and all necessary loan documents have been accepted by Lender in the State of North Carolina.

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Borrower and Grantor signing below is responsible for all obligations in this Mortgage.

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.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

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

Borrower. The word "Borrower" means WILLIAM P BELL and MILDRED L BELL and includes all co-signers and co-makers signing the Credit Agreement.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated January 14, 2005, with credit limit of \$10,000.00 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Credit Agreement is January 14, 2030.
NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.

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 WILLIAM P BELL, MILDRED L BELL and WILLIAM J BELL.

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, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and

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**MORTGAGE
(Continued)**

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substitutions for the Credit Agreement or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Bank of America, N.A., 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, all replacements of, 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.

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).

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

GRANTOR:

x William P. Bell
WILLIAM P. BELL

x Mildred L. Bell
MILDRED L. BELL

x William J. Bell
WILLIAM J. BELL

WITNESSES:

x Gene A. Weiler

x Sulema H. Abdulky

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2463717

SCHEDULE A

THE REAL PROPERTY LOCATED IN ESCAMBIA COUNTY, STATE OF FLORIDA:

THE FOLLOWING DESCRIBED REAL PROPERTY, SITUATE, LYING AND BEING IN THE CITY OF PENSACOLA COUNTY OF ESCAMBIA, STATE OF FLORIDA, TO-WIT: LOTS 20, 21 AND 22 OF BLOCK 98, OF THE WEST KING TRACT IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOS. C. WATSON AND CO. IN 1903.

THE PROPERTY IS CONVEYED WITH ALL RIGHTS, PRIVILEGES AND APPURTENANCES AND SUBJECT TO ALL EASEMENTS, ENCROACHMENTS, RESTRICTIONS AND RESERVATIONS AS OF RECORD MAY APPEAR.

TITLE HELD BY: WILLIAM P. BELL AND MILDRED L. BELL

APN / PARCEL #: 00-0S-00-9060-020-098