Tax Collector's Certification

CTY-513

Tax Deed Application Number
1700539

Date of Tax Deed Application
Jul 28, 2017

This is to certify that **CBBTL LLC AND B LOW LLC PARTNE CITIBANK, N.A., AS COLLATERAL**, holder of **Tax Sale Certificate Number 2015 / 101**, Issued the 1st Day of June, 2015 and which encumbers the following described property in the county of Escambia County , State of Florida, to wit: **01-0869-000**

Cert Holder:
CBBTL LLC AND B LOW LLC PARTNE CITIBANK, N.A., AS COLLATERAL
4747 EXECUTIVE DRIVE SUITE 510SAN DIEGO, CA 92121

Property Owner:
ERRINGTON KENNETH M &
ERRINGTON PATRICIA
4001 TOM LANE DR
PENSACOLA, FL 32504
LT 28 BLK 7A OR 80 P 729 BELVEDERE PARK UNIT NO 2 PB 5 P 26 OR 6569 P 1629 SEC 9/11 T 1S R 29 W

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
2015/101	01-0869-000	06/01/2015	2,077.71	103.89	2,181.60

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
2017/86	01-0869-000	06/01/2017	2,195.69	6.25	109.78	2,311.72
2016/89	01-0869-000	06/01/2016	2,156.77	6.25	107.84	2,270.86

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	6,764.18
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	0.00
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)	7,139.18
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	6.25
19. Total Amount to Redeem	

Done this the 4th day of August, 2017 Scott Lunsford, Tax Collector of Escambia County

Date of Sale: 2/5/18 By

*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.
01-0869-000 2015

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 1700539

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

CBBTL LLC AND B LOW LLC PARTNE CITIBANK, N.A., AS COLLATERAL
4747 EXECUTIVE DRIVE SUITE 510
SAN DIEGO, CA 92121,

hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
01-0869-000	2015/101	06-01-2015	LT 28 BLK 7A OR 80 P 729 BELVEDERE PARK UNIT NO 2 PB 5 P 26 OR 6569 P 1629 SEC 9/11 T 1S R 29 W

I agree to:

- pay any current taxes, if due and
- redeem all outstanding tax certificates plus interest not in my possession, and
- pay all delinquent and omitted taxes, plus interest covering the property.
- 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 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
CBBTL LLC AND B LOW LLC PARTNE CITIBANK, N.A.,
AS COLLATERAL
4747 EXECUTIVE DRIVE SUITE 510
SAN DIEGO, CA 92121

07-28-2017
Application Date

Applicant's signature

Chris Jones
Escambia County Property Appraiser

General Information

Reference:	091S291000028008
Account:	010869000
Owners:	ERRINGTON KENNETH M & ERRINGTON PATRICIA
Mail:	4001 TOM LANE DR PENSACOLA, FL 32504
Situs:	4001 TOM LN 32504
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	PENSACOLA CITY LIMITS
Schools (Elem/Int/High):	SCENIC HEIGHTS/FERRY PASS/WASHINGTON
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2017	$28,500	$78,564	$107,064	$107,064
2016	$28,500	$76,107	$104,607	$104,607
2015	$28,500	$73,075	$101,575	$101,575

Disclaimer

Amendment 1/Portability Calculations

★File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
03/12/2010	6569	1629	$140,000	WD	View Instr
11/1990	2939	59	$100	WD	View Instr

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

2017 Certified Roll Exemptions

None

Legal Description

LT 28 BLK 7A OR 80 P 729 BELVEDERE PARK UNIT NO 2 PB 5 P 26 OR 6569 P 1629 SEC 9/11 T 1S R 29 W

Extra Features

CARPORT
METAL BUILDING

Parcel Information

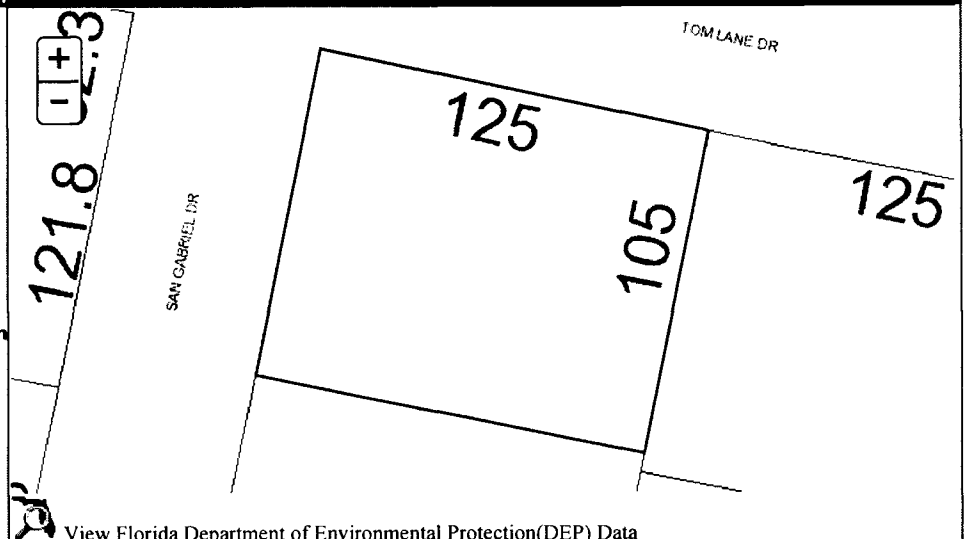
Launch Interactive Map

Section Map Id: 09-1S-29-2

Approx. Acreage: 0.2986

Zoned: R-1AAA

Evacuation & Flood Information Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:4001 TOM LN, Year Built: 1963, Effective Year: 1963

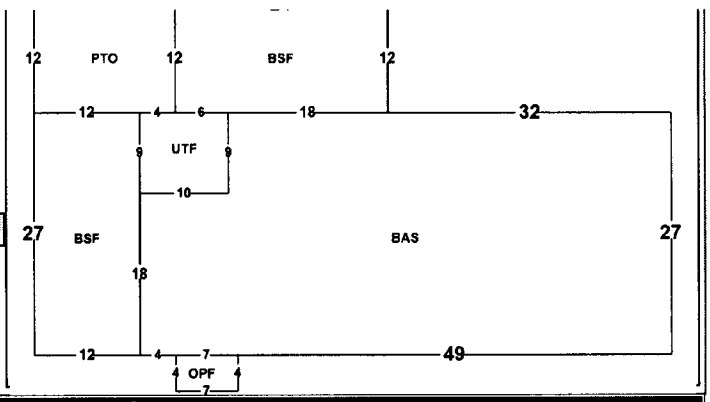
Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-COMMON*
FLOOR COVER-*CARPET*

FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*6*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*HIP*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 2452 Total SF

BASE AREA - *1530*
BASE SEMI FIN - *612*
OPEN PORCH FIN - *28*
PATIO - *192*
UTILITY FIN - *90*



Images



2/8/02



2/8/02

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:08/30/2017 (tc.5072)

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: 010869000 Certificate Number: 000101 of 2015

Payor: PATRICIA ERRINGTON 4001 TOM LANE DR PENSACOLA, FL 32504 **Date** 10/19/2017

Clerk's Check #	1	Clerk's Total	$497.25
Tax Collector Check #	1	Tax Collector's Total	$7,895.04
		Postage	$60.00
		Researcher Copies	$40.00
		Total Received	~~$8,492.29~~

$7616.94

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
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COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

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JUVENILE DIVISION
CENTURY

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

Case # 2015 TD 000101
Redeemed Date 10/19/2017
Name PATRICIA ERRINGTON 4001 TOM LANE DR PENSACOLA, FL 32504

Clerk's Total = TAXDEED	$497.25
Due Tax Collector = TAXDEED	$7,895.04 7616.94
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

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: 010869000 Certificate Number: 000101 of 2015

Redemption Yes | Application Date 07/28/2017 | Interest Rate 18%

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 02/05/2018	Redemption Date 10/30/2017
Months	7	3
Tax Collector	$7,139.18	$7,139.18
Tax Collector Interest	$749.61	$321.26
Tax Collector Fee	$6.25	$6.25
Total Tax Collector	$7,895.04	$7,466.69 TC
Clerk Fee	$130.00	$130.00
Sheriff Fee	$120.00	$120.00
Legal Advertisement	$200.00	$200.00
App. Fee Interest	$47.25	$20.25
Total Clerk	$497.25	$470.25 CH
Postage	$60.00	$0.00
Researcher Copies	$40.00	$0.00
Total Redemption Amount	$8,492.29	$7,936.94
	Repayment Overpayment Refund Amount	$555.35

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

October 20, 2017

CBBTL LLC AND B LOW LLC PARTNE CITIBANK NA AS COLLATERAL
4747 EXECUTIVE DRIVE SUITE 510
SAN DIEGO CA 92121

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
2015 TD 000101	$450.00	$20.25	$470.25

TOTAL $470.25

Very truly yours,

PAM CHILDERS
Clerk of Circuit Court

By: Emily Hogg
Tax Deed Division

18-075

Redeemed

Southern Guaranty Title Company

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

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 14042

November 13, 2017

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 11-13-1997, through 11-13-2017, and said search reveals the following:

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

   Kenneth M. Errington and Patricia Errington, husband and wife

2. The land covered by this Report is:

   LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

3. The following unsatisfied mortgages, liens and judgments affecting the land covered by this Report appear of record:

   SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

   SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

The foregoing report is prepared and furnished for information only, is not intended to constitute or imply any opinion, warranty, guaranty, insurance, or similar assurance as to the status of title, and no determination has been made of the authenticity of any instrument described or referred to herein. The name search for the purposes of determining applicable judgments and liens is limited to the apparent record owner(s) shown herein, No attempt has been made to determine whether the land is subject to liens or assessments which are not shown as existing liens by the public records. The Company's liability hereunder shall not exceed the cost of this Report, or $1,000.00 whichever is less.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

By: _____

November 13, 2017

OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION

File No.: 14042

November 13, 2017

Lot 28, Block 7A, Unit No. 2, Belvedere Park, as per plat thereof, recorded in Plat Book 5, Page 25, of the Public Records of Escambia County, Florida

OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE

File No.: 14042 November 13, 2017

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

1. That certain mortgage executed by Kenneth M. Errington and Patricia Errington, husband and wife in favor of Thomas J. Hayes and Lynn B. Hayes dated 03/12/2010 and recorded 03/16/2010 in Official Records Book 6569, page 1631 of the public records of Escambia County, Florida, in the original amount of $100,000.00.

2. Taxes for the year 2014-2016 delinquent. The assessed value is $107,064.00. Tax ID 01-0869-000.

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: rcsgt@aol.com

Scott Lunsford
Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32591

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 2-5-2018

TAX ACCOUNT NO.: 01-0869-000

CERTIFICATE NO.: 2015-101

In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES	NO	
___	X	Notify City of Pensacola, P.O. Box 12910, 32521
___	X	Notify Escambia County, 190 Governmental Center, 32502
___	X	Homestead for _____ tax year.

Kenneth M. Errington
Patricia Errington
4001 Tom Lane Dr.
Pensacola, FL 32504

Thomas J. Hayes
Lynn B. Hayes
5122 Gull Point Rd.
Pensacola, FL 32504

Certified and delivered to Escambia County Tax Collector,
this 16th day of November, 2017.

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.

Recorded in Public Records 03/16/2010 at 12:21 PM OR Book 6569 Page 1629, Instrument #2010016513, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $980.00

THIS INSTRUMENT PREPARED BY:
Denis A. Braslow
Attorney at Law
917 N. 12th Avenue
Pensacola, Fl. 32501

Parcel ID Number: 09-1S-29-1000-028-008

Warranty Deed

This Indenture, Made this 12th day of March, 2010 A.D., **Between** Richard E. Mertins, Jr., Steve D. Mertins, and Michael D. Mertins, as Trustees of the Richard E. Mertins Revocable Trust, dated January 26, 1990 of the County of Escambia, State of Florida, **grantors,** and Kenneth M. Errington and Patricia Errington, husband and wife whose address is: 4001 Tom Lane, Pensacola, FL 32504 of the County of Escambia, State of Florida, **grantees.**

Witnesseth that the GRANTORS, for and in consideration of the sum of ---------- DOLLARS, and other good and valuable consideration to GRANTORS in hand paid by GRANTEES, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said GRANTEES and GRANTEES' heirs, successors and assigns forever, the following described land, situate, lying and being in the County of Escambia State of Florida to wit:

Lot 28, Block 7A, Unit No. 2, Belvedere Park, a subdivision in a portion of Sections 9 and 11, Township 1 South, Range 29 West, according to plat thereof recorded in Plat Book 5 at page 26 in the public records of Escambia County, Florida.

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

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Printed Name: DENIS BRASLOW
Witness

Printed Name: Terrie Langham
Witness

Richard E. Mertins Revocable Trust, dated January 26, 1990

By: _____, Trustee (Seal)
Richard E. Mertins, Jr.
Trustee
P.O. Address:

By: S. Mertins, TRUSTEE (Seal)
Steve D. Mertins, Trustee
P.O. Address:

_____ Trustee (Seal)
Michael D. Mertins, Trustee
P.O. Address:

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 12th day of March, 2010 by Richard E. Mertins, Jr., Steve D. Mertins, and Michael D. Mertins, as Trustees on behalf of said Florida trust who are personally known to me or who have produced their Florida driver's license as identification.

DEN... BRASLOW
Commission DD 794376
Expires September 7, 2012
Bonded Thru Troy Fain Insurance 800-385-7019

Printed Name:
Notary Public
My Commission Expires:

Laser Generated by © Display Systems, Inc., 2010 (863) 763-5555 Form FLWD-1

RESIDENTIAL SALES
ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County Employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: 4001 Tom Lane
Legal Address of Property: 4001 Tom Lane, Pensacola, FL 32504

The County (X) has accepted ( ) has not accepted the abutting roadway for maintenance.

This form completed by: Denis A. Braslow, Attorney at Law
917 N. 12th Avenue
Pensacola, FL 32501

WITNESSES AS TO SELLER(S):

Richard E. Mertins, Jr., as Trustee

Steve D. Mertins, as Trustee

Michael D. Mertins, as Trustee

WITNESSES AS TO BUYER(S):

Kenneth M. Errington

Patricia Errington

THIS FORM IS APPROVED BY THE
ESCAMBIA COUNTY BOARD OF COUNTY
COMMISSIONERS

Recorded in Public Records 03/16/2010 at 12:21 PM OR Book 6569 Page 1631, Instrument #2010016514, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $27.00 MTG Stamps $350.00 Int. Tax $200.00

THIS INSTRUMENT PREPARED BY:
Denis A. Braslow
Attorney at Law
917 N. 12th Avenue
Pensacola, Fl. 32501

Real Estate Mortgage

THIS MORTGAGE made this 12th day of March A.D. 2010 , between
Kenneth M. Errington and Patricia Errington, husband and wife

herein called Mortgagor, in consideration of the sum named in the promissory note herein described received from
Thomas J. Hayes and Lynn B. Hayes, husband and wife

herein called Mortgagee, (the terms "Mortgagor" and "Mortgagee" include all parties in each capacity to this instrument and their respective heirs, personal representatives, successors and assigns; the term "note" includes all promissory notes described herein) Mortgagor hereby mortgages to Mortgagee the real property in Escambia County, Florida , described as:

Lot 28, Block 7A, Unit No. 2, Belvedere Park, a subdivision in a portion of Sections 9 and 11, Township 1 South, Range 29 West, according to plat thereof recorded in Plat Book 5 at page 26 in the public records of Escambia County, Florida.

THIS MORTGAGE SECURES ONE (1) PROMISSORY NOTE OF EVEN DATE HEREWITH IN THE ORIGINAL PRINCIPAL AMOUNT OF $100,000.00, PAYABLE ACCORDING TO ITS TERMS.

Prepayment may be made at any time without penalty.

If a conveyance should be made by the Mortgagor of the premises herein described, or any part thereof, without prior written consent of the Mortgagee and upon the terms and at such rate as Mortgagee shall request, then in such event, and at the option of the Mortgagee, all sums of money secured hereby shall immediately and concurrently with such conveyance become due and payable.

Failure by the Mortgagors herein to comply with the tax and insurance requirements set forth herein shall be a material breach of this mortgage, for which the Mortgagee would have the right to

(Continued on Attached)

TOGETHER with all easements, connected therewith, improvements now or hereafter made thereon, fixtures attached thereto, any furniture or furnishings located thereon or therein and any reversions, remainders, rents, issues and profits thereof as security for the payment of the promissory note, a copy of which is attached.

AND Mortgagor hereby covenants:

1. That Mortgagor is in actual possession and seized of said real property in fee simple with full power and lawful right to mortgage the same; that said property is free from all liens and encumbrances except as set forth herein; that Mortgagor fully warrants the title to said real property and will defend the same against lawful claims of all persons whomsoever.

2. To pay all money required by said note and this mortgage, or either, promptly when due.

3. To pay all taxes, assessments, levies, liabilities, obligations and encumbrances of every description now on or which may hereafter accrue on said property, this mortgage and the debt secured hereby, or any of these, when due. If any part thereof is not paid when due, Mortgagee may pay it without waiving the option to foreclose this mortgage or any other right hereunder.

4. To pay all costs and expenses together with reasonable attorney's fees (including appellate proceedings) incurred by Mortgagee because of any default by Mortgagor under this mortgage and said note, or either.

5. To keep the improvements now or hereafter on said property insured against loss by fire or other hazards included in the terms "extended coverage" and "other perils" in the amount secured by this mortgage by an insurer approved by Mortgagee. The policy shall be held by and made payable to Mortgagee by standard New York mortgagee clause without contribution as Mortgagee's interest may appear. If any money becomes payable under such policy, then all checks for said money will be made payable to Mortgagor and Mortgagee and the proceeds shall be first applied to restore the mortgaged property to the condition it was immediately before the loss occurred and if there be any excess or if the property not so restored then Mortgagee may apply the same to the payments last due on the debt secured hereby or may permit Mortgagor to use it, or any part thereof, for other purposes without waiving or impairing any lien or right hereunder. If Mortgagor fails to obtain such policy, Mortgagee may procure it and pay therefor without waiving the option to foreclose this mortgage or any other right hereunder.

6. To permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof.

7. That if said property, or any part thereof, is taken by eminent domain, Mortgagee shall have the right to receive and apply all money paid for such taking to the payments last due on the debt secured hereby or may permit Mortgagor to use it, or any part thereof, for other purposes without waiving or impairing any lien or right under this mortgage. If the remaining part of said property is inadequate security for the unpaid balance of said debt, Mortgagee may accelerate payment thereof immediately.

8. That if Mortgagee shall hold another mortgage or lien on said property, a default under such other mortgage or lien shall constitute a default under this mortgage also. Any default under this mortgage shall likewise constitute a default under such other mortgage or lien. If foreclosure proceedings under any mortgage or lien (whether held by Mortgagee or another) affecting said property are instituted, this shall constitute a default under this mortgage.

9. That Mortgagee may forbear to enforce defaults under this mortgage and said note, or either, or may extend the time for payment of any money secured hereby or may take other or additional security and may deal directly with any owner of said property in all respects pertaining to this mortgage and said note, or either, without notice to or the consent of any person liable under this mortgage and said note, or either, and without discharging or affecting the liability of any person liable under this mortgage and said note, or either.

Real Estate Mortgage - Page 2

10. That the rents, profits, income, issues and revenues of said property (including any personal property located thereon or therein) are assigned and pledged as further security for the payment of the debt secured hereby with the right (but no duty) on the part of Mortgagee to demand and receive and apply them on said debt at any time after a default hereunder. If suit is instituted to foreclose or reform this mortgage or to determine the validity or priority thereof, Mortgagee shall be entitled to appointment of a receiver pendente lite without notice for said property and of all rents, income, profits, issues and revenue thereof. It is covenanted and agreed that the court shall forthwith appoint a receiver of said property and of such rents, income, profits, issues and revenues. Such appointment shall be made as a matter of strict right to Mortgagee without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of Mortgagor.

11. That if any dispute arises involving said note and this mortgage, or either, wherein Mortgagee incurs any costs (regardless of whether or not legal proceedings are instituted) or if any action or proceeding (including appellate proceedings) shall be maintained by any person other than Mortgagee wherein Mortgagee is made a party, all expenses incurred by Mortgagee to prosecute or defend the rights created by this mortgage and said note, or either, together with reasonable attorney's fees and costs, whether same be rendered for negotiation, trial or appellate work, shall be paid by Mortgagor.

12. That if any money secured hereby is not fully paid within **THIRTY (30)** days after it becomes due, or if any covenant or agreement of said note and this mortgage, or either, is breached, Mortgagee shall have the option to accelerate payment of the entire principal and any other money secured hereby as immediately due and payable without notice. Time is of the essence of this mortgage. Any payment made by Mortgagee under paragraphs 3, 4, 5, or 11 shall bear interest at the maximum legal rate from the date of payment and shall be secured by this mortgage. No waiver of or failure to enforce any default or obligation under this mortgage and said note, or either, shall constitute a waiver of any subsequent default or of the terms of either instrument. If there is any conflict between the terms of this mortgage and said note, the terms of this mortgage shall prevail.

In Witness Whereof, the mortgagors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Kenneth M Errington (Seal)
Dedis A. Braslow
Witness
Kenneth M. Errington
P.O. Address:

Patricia Errington (Seal)
Terrie Langham
Witness
Patricia Errington
P.O. Address:

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this **12th** day of **March** **, 2010** by **Kenneth M. Errington and Patricia Errington, husband and wife**

who are personally known to me or who have produced their **Florida driver's license** as identification.

Printed Name:
Notary Public
My Commission Expires:

DEDIS A. BRASLOW
Commission # DD 794376
Expires September 7, 2012

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foreclosure.

Mortgagor will provide to Mortgagee proof of renewal of insurance coverage at each renewal period.