19-529

Tax Collector's Certification

CTY-513

Tax Deed Application Number
1900266

Date of Tax Deed Application
Apr 19, 2019

This is to certify that **CAZENOVIA CREEK FUNDING II LLC**, holder of **Tax Sale Certificate Number 2017 / 2143**, Issued the 1st Day of June, 2017 and which encumbers the following described property in the county of Escambia County , State of Florida, to wit:
05-1546-000

Cert Holder:
CAZENOVIA CREEK FUNDING II LLC
PO BOX 54132
NEW ORLEANS, LA 70154

Property Owner:
MARSHALL HATTIE M EST OF
C/O ANGELA BUCHANAN
115 ESCALONA AVE
PENSACOLA, FL 32503
LT 16 AND N 30 FT OF LT 17 AND S 3 FT OF LT 15 BLK 12 GRANADA PB 2 P 50/67 OR 1060 P 463

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
2017/2143	05-1546-000	06/01/2017	1,013.39	50.67	1,064.06

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
2018/2188	05-1546-000	06/01/2018	1,019.87	6.25	50.99	1,077.11

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	2,141.17
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	932.16
4. Property Information 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)	3,448.33
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.	31,502.00
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 26th day of April, 2019 Scott Lunsford, Tax Collector of Escambia County

Date of Sale: November 4, 2019

By Candice Lewis

*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.
05-1546-000 2017

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 1900266

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,
CAZENOVIA CREEK FUNDING II LLC
PO BOX 54132
NEW ORLEANS, LA 70154,
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
05-1546-000	2017/2143	06-01-2017	LT 16 AND N 30 FT OF LT 17 AND S 3 FT OF LT 15 BLK 12 GRANADA PB 2 P 50/67 OR 1060 P 463

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, property information 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
CAZENOVIA CREEK FUNDING II LLC
PO BOX 54132
NEW ORLEANS, LA 70154

04-19-2019
Application Date

Applicant's signature

ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Back

Navigate Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	042S307001016012
Account:	051546000
Owners:	MARSHALL HATTIE M EST OF
Mail:	C/O ANGELA BUCHANAN 115 ESCALONA AVE PENSACOLA, FL 32503
Situs:	115 ESCALONA AVE 32503
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	PENSACOLA CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2018	$30,000	$49,862	$79,862	$63,004
2017	$30,000	$45,547	$75,547	$61,709
2016	$21,375	$46,278	$67,653	$60,440

Disclaimer

Tax Estimator

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1976	1060	463	$16,400	WD	View Instr
01/1971	566	19	$15,000	WD	View Instr
01/1969	431	284	$11,600	WD	View Instr
01/1966	284	279	$11,500	WD	View Instr

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

2018 Certified Roll Exemptions
HOMESTEAD EXEMPTION

Legal Description
LT 16 AND N 30 FT OF LT 17 AND S 3 FT OF LT 15 BLK 12 GRANADA PB 2 P 50/67 OR 1060 P 463

Extra Features
None

Parcel Information

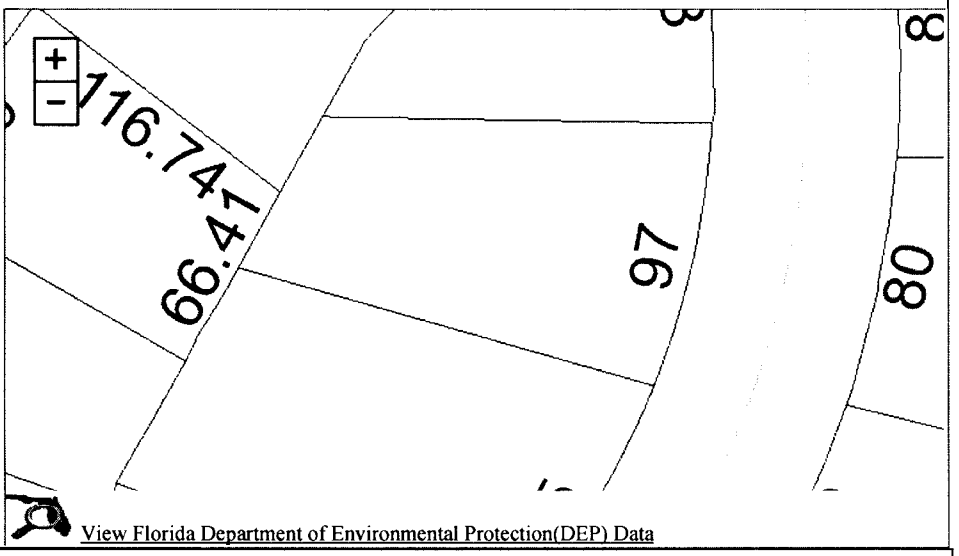
Section Map Id:
04-2S-30-1

Approx. Acreage:
0.2129

Zoned:
R-1AAA

Evacuation & Flood Information
Open Report

Launch Interactive Map



View Florida Department of Environmental Protection(DEP) Data

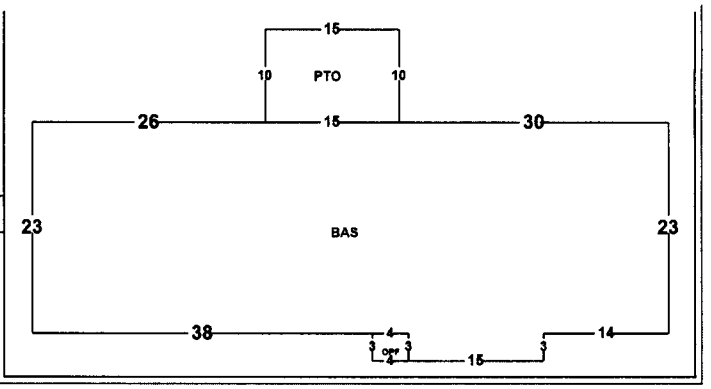
Buildings

Address:115 ESCALONA AVE, Year Built: 1955, Effective Year: 1955

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*VINYL SIDING*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*

HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*PLASTER DIRECT*
NO. PLUMBING FIXTURES-*3*
NO. STORIES-*1*
ROOF COVER-*BLT UP ON WOOD*
ROOF FRAMING-*HIP*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 1840 Total SF
BASE AREA - *1678*
OPEN PORCH FIN - *12*
PATIO - *150*



Images



12/7/17

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:05/02/2019 (tc.5355)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019041194 5/10/2019 3:07 PM
OFF REC BK: 8093 PG: 672 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **CAZENOVIA CREEK FUNDING II LLC** holder of **Tax Certificate No. 02143**, issued the **1st** day of **June, A.D., 2017** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

LT 16 AND N 30 FT OF LT 17 AND S 3 FT OF LT 15 BLK 12 GRANADA PB 2 P 50/67 OR 1060 P 463

SECTION 04, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 051546000 (19-529)

The assessment of the said property under the said certificate issued was in the name of

HATTIE M MARSHALL EST OF

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Monday in the month of November, which is the **4th day of November 2019.**

Dated this 9th day of May 2019.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

19-529

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: 051546000 Certificate Number: 002143 of 2017

Payor: JOSEPH L MARSHALL 1601 SPALDING CIR PENSACOLA FL 32514 **Date** 05/29/2019

Clerk's Check #	446623739	Clerk's Total	$516.04
Tax Collector Check #	1	Tax Collector's Total	$3,816.65
		Postage	$60.00
		Researcher Copies	$0.00
		Recording	$10.00
		Prep Fee	$7.00
		Total Received	~~$4,409.69~~

3660.31

$3677.31

PAM CHILDERS
Clerk of the Circuit Court

Received By:
Deputy Clerk

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

COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

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

Case # 2017 TD 002143
Redeemed Date 05/29/2019
Name JOSEPH L MARSHALL 1601 SPALDING CIR PENSACOLA FL 32514

Clerk's Total = TAXDEED	$516.04 3660.31
Due Tax Collector = TAXDEED	$3,816.65
Postage = TD2	$60.00
ResearcherCopies = TD6	$0.00
Release TDA Notice (Recording) = RECORD2	$10.00
Release TDA Notice (Prep Fee) = TD4	$7.00

• 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 | Sold To | Redeem | Forms | Courtview | Benchmark

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 051546000 Certificate Number: 002143 of 2017

Redemption: No | Application Date: 04/19/2019 | Interest Rate: 18%

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 11/04/2019	Redemption Date 05/29/2019
Months	7	1
Tax Collector	$3,448.33	$3,448.33
Tax Collector Interest	$362.07	$51.72
Tax Collector Fee	$6.25	$6.25
Total Tax Collector	$3,816.65	$3,506.30 TC
Record TDA Notice	$17.00	$17.00
Clerk Fee	$130.00	$130.00
Sheriff Fee	$120.00	$120.00
Legal Advertisement	$200.00	$200.00
App. Fee Interest	$49.04	$7.01
Total Clerk	$516.04	$474.01 CH
Release TDA Notice (Recording)	$10.00	$10.00
Release TDA Notice (Prep Fee)	$7.00	$7.00
Postage	$60.00	$0.00
Researcher Copies	$40.00	$0.00
Total Redemption Amount	$4,449.69	$3,997.31
	Repayment Overpayment Refund Amount	$452.38
Book/Page		

Notes

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019046751 5/30/2019 9:13 AM
OFF REC BK: 8102 PG: 1165 Doc Type: RTD

RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 8093, Page 672, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 02143, issued the 1st day of June, A.D., 2017

TAX ACCOUNT NUMBER: **051546000 (19-529)**

DESCRIPTION OF PROPERTY:

LT 16 AND N 30 FT OF LT 17 AND S 3 FT OF LT 15 BLK 12 GRANADA PB 2 P 50/67 OR 1060 P 463

SECTION 04, TOWNSHIP 2 S, RANGE 30 W

NAME IN WHICH ASSESSED: HATTIE M MARSHALL EST OF

Dated this 30th day of May 2019.

CLERK & COMPTROLLER ESCAMBIA COUNTY, FLORIDA

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

19-529

Redeemed

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

PROPERTY INFORMATION REPORT

File No.: 15289

August 8, 2019

Escambia County Tax Collector
P.O. Box 1312
Pensacola, Florida 32591

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 08-08-1999, through 08-08-2019, and said search reveals the following:

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

   Estate of Hattie M. Marshall

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

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipients(s) of the property information report.

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

Southern Guaranty Title Company

By: _____

August 8, 2019

PROPERTY INFORMATION REPORT
LEGAL DESCRIPTION

File No.: 15289

August 8, 2019

Lot 16 and North 30 feet of Lot 17 and South 3 feet of Lot 15, Block 12, Granada PB 2 P 50/67, OR 1060 P 463, Escambia County, Florida.

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

File No.: 15289 August 8, 2019

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

1. That certain mortgage executed by Hattie M. Marshall in favor of Holland Holding, Inc. dated 10/25/2001 and recorded 11/01/2001 in Official Records Book 4795, page 677 of the public records of Escambia County, Florida, in the original amount of $9,747.85.

2. All Taxes Paid. The assessed value is $79,862.00. Tax ID 05-1546-000.

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: 11-4-2019

TAX ACCOUNT NO.: 05-1546-000

CERTIFICATE NO.: 2017-2143

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 2018 tax year.

Beneficiaries and Heirs of the
Estate of Hattie M. Marshall
c/o Angela Buchanan
115 Escalona Ave.
Pensacola, FL 32503

Holland Holding, Inc. (dissolved)
300 Bayou Blvd., #217 (old address)
Pensacola, FL 32503

Certified and delivered to Escambia County Tax Collector,
this 8th day of August, 2019.

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.

REC. FEE
DOC. STP. 3.35
INT. STP.
TOTAL 4.00

OR 1060 PAGE 463

WARRANTY DEED

State of Florida
ESCAMBIA County

115 ESCALONA Ave.
PENSACOLA FLA
GRANTEES' ADDRESS

Know All Men by These Presents: That ROLAND D. TAYLOR and DORINDA K. TAYLOR, husband and wife

for and in consideration of TEN ($10.00) DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS DOLLARS

the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto MATTIE M. MARSHALL, a married woman

her heirs, executors, administrators and assigns, forever, the following described real property, situate, lying and being in the County of ESCAMBIA State of FLORIDA to wit:

FOR FULL LEGAL DESCRIPTION SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

[redacted]

To have and to hold, unto the said grantee her heirs and assigns, forever.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

And we covenant that we are well seized of an indefeasible estate in fee simple in the said property, and have a good right to convey the same; that it is free of lien or encumbrance, and that we, our heirs, executors and administrators, shall warrant and defend the said grantee her heirs, executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever [illegible]

IN WITNESS WHEREOF, we have hereunto set our hand & and seal & this [illegible] day of November A.D. 19 76

Signed, sealed and delivered in the presence of

[redacted]

Roland D. Taylor (SEAL)
ROLAND D. TAYLOR

(SEAL)

Dorinda K. Taylor (SEAL)
DORINDA K. TAYLOR

(SEAL)

Collie P. McCord
John R. Whiddon, Jr.

State of Florida
County

SEE MILITARY ACKNOWLEDGEMENT ATTACHED

Before the subscriber personally appeared Roland D. Taylor and Dorinda K. Taylor and his wife, known to me to be the individuals described by said name in and who executed the foregoing instrument and acknowledged that they executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 16th day of November 1976

ALLEN K. VON SPRECKELSEN
Notary Public

My Commission expires INDEFINITE

CLERK FILE NO.

OR BK 4795 PG0677
Escambia County, Florida
INSTRUMENT 2001-898595

FILE NO.
REC. 10.50
DOC. 33.60
INTG 19.10
TOTAL 63.20

Tax ID #

This instrument prepared and Please Return to.

JOHN FRANCES
300 BAYOU BLVD. #217
PENSACOLA, FL 32503

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Mortgage

HATTIE M. MARSHALL

hereinafter called Mortgagor, in consideration of the principal sum specified in the promissory note he described, received from HOLLAND HOLDING, INC.

hereinafter called Mortgagee (which terms Mortgagor and Mortgagee shall be construed to include the plu well as the singular, whenever the context so permits or requires), hereby, on this 25TH OCTOBER, 20 01, mortgages to the Mortgagee the real property in ESCAMBIA County, Florida, described as:

LOT 16 AND THAT PORTION OF LOT 17 LYING NORTHEAST OF A LINE RADIAL TO THE CURVED FRONT LOT LINE DRAWN FROM A POINT ON THE FRONT LOT LINE 30 FEET SOUTHWEST OF THE NORTHEAST CORNER OF SAID LOT 17 AND THAT PORTION OF LOT 15 LYING SOUTH OF A LINE RADIAL TO THE CURVED FRONT LOT LINE DRAWN FROM A POINT ON THE FRONT LOT LINE 3.0 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 15, ALL IN BLOCK 12, GRANADA, A SUBDIVISION OF A PORTION OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 50 of the public records of said county.

MTG DOC STAMPS PD @ ESC CO $ 33.60
11/01/01 ERNIE LEE MAGAHA, CLERK
By:

INTANGIBLE TAX PD @ ESC CO $ 19.10
11/01/01 ERNIE LEE MAGAHA, CLERK
By:

as security for the payment of the following THAT CERTAIN PROMISSORY NOTE OF EVEN DATE. IN THE ORIGINAL PRINCIPAL AMOUNT OF $9,547.85.

AND Mortgagor mortgages hereby all title hereafter acquired as well as title heretofore acquired and does warrant the title to said land and will defend the same against the lawful claims of all persons whomso and Mortgagor further agrees:

1. This mortgage shall also secure such future or additional advances as may be made by the Mortgagee subsequent holder at the option of Mortgagee or the subsequent holder to the Mortgagor, or its successors in for any purpose provided that all such advances are to be made within twenty years from the date o mortgage or within such lesser period of time as may hereafter be provided by law as a prerequisite fo sufficiency of actual notice or record notice of such optional future or additional advances as against the of creditors or subsequent purchasers for a valuable consideration. The total amount of indebtedness secur this mortgage may decrease or increase from time to time, but the total unpaid balance so secured a one time shall not exceed the amount of the initial promissory note described hereinabove or $ 9,547.85 whichever is greater, plus interest thereon, and any disbursements made by the Mortgagee pursuant to the author this mortgage with interest on such disbursements.
2. To make all payments required by the note and this mortgage promptly when due.
3. To pay all taxes, assessments, liens and encumbrances on the property promptly when due. If they ar promptly paid the Mortgagee may pay them without waiving the option to foreclose, and such payments, interest at a rate 2% higher than the note secured hereby or at the maximum rate allowed by law, whichever is l shall be payable on demand by Mortgagee and shall be secured by this mortgage.

4. To keep all buildings now or hereafter present on that land insured for the full insurable value thereof against fire lightning and windstorm, and in addition thereto all other coverage required on properties mortgaged to Federal or State banks and savings and loan associations by Federal and State regulations regulating such banks and savings and loan associations, including insurance against damage by flood, if such insurance is available. Mortgagor shall furnish Mortgagee with said policy or policies of insurance which shall show Mortgagee as a loss payee thereon. If the mortgagor shall not do so, the Mortgagee may do so without waiving the option to foreclose, and the cost thereof, with interest thereon from the date of payment at a rate 2% higher than the note secured hereby or at the maximum rate allowed by law, whichever is lesser, shall be payable upon demand by Mortgagee and shall be secured by this mortgage. If any sum becomes payable under such policy, the Mortgagee may apply it to the indebtedness secured by this mortgage, or may permit the Mortgagor to use it for other purposes, without impairing the lien of this mortgage.
5. That it will not commit, permit, or suffer any waste, impairment or deterioration of the mortgaged property. Upon the failure of the Mortgagor to keep the buildings on the property in good condition or repair, Mortgagee may demand either the adequate repair of the buildings, an increase in the amount of security, or the immediate repayment of the debt secured. Failure of the Mortgagor to comply with the demand of the Mortgagee for a reasonable time shall constitute a breach of this mortgage.
6. To pay all expenses reasonably incurred by the Mortgagee because of failure of the Mortgagor to comply with the agreements in the note or this mortgage, including reasonable attorneys' fees through all appeals. The cost thereof, with interest thereon from the date of payment at the same rate as specified in the note, shall also be secured by this mortgage.
7. That if any of the said installments of principal or interest due or payable by the terms of said promissory note is not paid when due, or if any agreement in this mortgage other than the agreement to make the payments is breached, the entire unpaid principal balance of the note plus interest, costs, and attorney's fees, shall immediately become due at the option of the Mortgagee, and the Mortgagee may foreclose this mortgage in the manner provided by law, and have the mortgaged property sold to satisfy or apply on the indebtedness hereby secured.
8. The rents and profits of the mortgaged property are also hereby mortgaged, and if proceedings to foreclose this mortgage shall be instituted, the court having jurisdiction thereof should appoint a receiver of the mortgaged property, and apply those rents and profits to the indebtedness hereby secured, regardless of the solvency of the Mortgagor or the adequacy of the security.
9. If this is a junior mortgage the Mortgagor shall pay all installments of principal and interest and perform each and every covenant and obligation of the prior mortgage. Failure of the Mortgagor to do so shall constitute a default hereunder. Upon the failure of the Mortgagor to do so, the Mortgagee may (but shall not be required to) make such payments or perform such covenants or obligations and the cost of same, together with interest at a rate 2% higher than the note secured hereby or at the maximum rate allowed by law, whichever is lesser, shall be payable by the Mortgagor upon demand by the Mortgagee and shall be secured by the lien of this mortgage.
10. Notwithstanding any other provisions hereof, Mortgagee shall under no circumstances be entitled to collect any interest or other payment hereunder which would render this instrument usurious as to the Mortgagor under the laws of the State of Florida.

IN WITNESS WHEREOF, the said Mortgagor has executed these presents, this the date and year first above written

Signed, sealed and delivered
in the presence of

CHRISTINE FRANCIS
WITNESS

WITNESS

JARON BUTLER
WITNESS

WITNESS

Hattie M. Marshall
HATTIE M. MARSHALL

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25TH day of OCTOBER, 20 01, by HATTIE M. MARSHALL WHO PROVIDED A VALID FLORIDA DRIVERS LICENSE AND DID NOT TAKE AN OATH.

Notary Public

My commission expires Oct. 3, 2004

CHRISTINE M. FRANCIS
Notary Public - State of Florida
My Commission Expires Oct 3, 2004
Commission # CC972409

CLERK FILE NO

RCD Nov 01, 2001 03:04 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-898595