19-548

Tax Collector's Certification

CTY-513

Tax Deed Application Number
1900236

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 / 4809**, 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:
09-3317-000

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

Property Owner:
FOWLER MONA LISA
6905 W FAIRFIELD DR
PENSACOLA, FL 32506
BEG AT INTER OF S LI OF FAIRFIELD DRIVE AND W LI OF 69TH AVE W ALG S LI OF FAIRFIELD DRIVE 200 FT FO (Full legal attached.)

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
2017/4809	09-3317-000	06/01/2017	554.83	27.74	582.57

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
2018/4845	09-3317-000	06/01/2018	562.37	6.25	28.12	596.74

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	1,179.31
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	498.63
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)	2,052.94
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.	25,655.00
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.
09-3317-000 2017

BEG AT INTER OF S LI OF FAIRFIELD DRIVE AND W LI OF 69TH AVE W ALG S LI OF FAIRFIELD DRIVE 200 FT FOR POB S 200 FT W 100 FT N 200 FT E 100 FT TO POB OR 4250 P 1698 CASE #97-74-CP-03

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 1900236

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
09-3317-000	2017/4809	06-01-2017	BEG AT INTER OF S LI OF FAIRFIELD DRIVE AND W LI OF 69TH AVE W ALG S LI OF FAIRFIELD DRIVE 200 FT FOR POB S 200 FT W 100 FT N 200 FT E 100 FT TO POB OR 4250 P 1698 CASE #97-74-CP-03

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

Applicant's signature

04-19-2019
Application Date

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:	112S312101000010
Account:	093317000
Owners:	FOWLER MONA LISA
Mail:	6905 W FAIRFIELD DR PENSACOLA, FL 32506
Situs:	6905 W FAIRFIELD DR 32506
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
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	$17,100	$38,045	$55,145	$51,310
2017	$17,100	$35,262	$52,362	$50,255
2016	$17,100	$34,333	$51,433	$49,222

Disclaimer

Tax Estimator

› File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/1969	451	672	$13,800	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
BEG AT INTER OF S LI OF FAIRFIELD DRIVE AND W LI OF 69TH AVE W ALG S LI OF FAIRFIELD DRIVE 200 FT FOR...

Extra Features
METAL GARAGE

Parcel Information

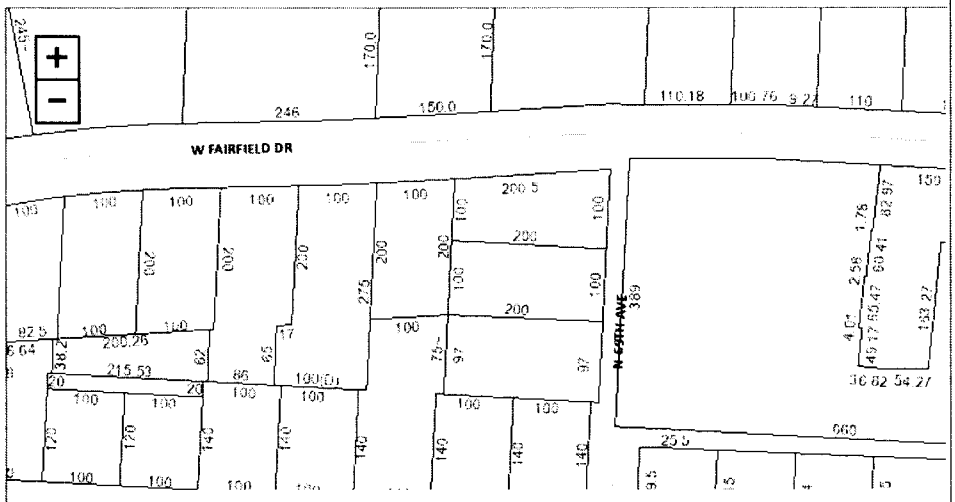
Section Map Id:
11-2S-31-1

Approx. Acreage:
0.4500

Zoned:
HDMU

Evacuation & Flood Information
Open Report

Launch Interactive Map



View Florida Department of Environmental Protection(DEP) Data

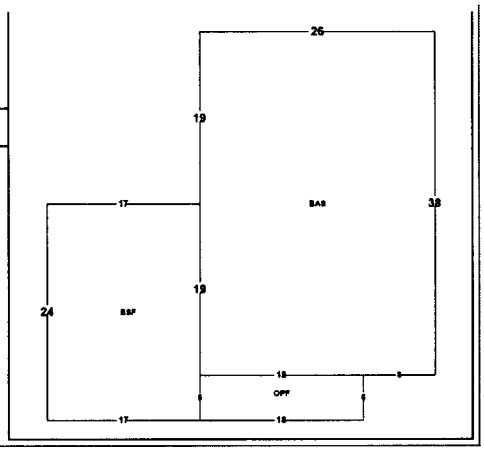
Buildings

Address:6905 W FAIRFIELD DR, Year Built: 1958, Effective Year: 1958

Structural Elements
DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*VINYL SIDING*
FLOOR COVER-*ASPHALT TILE*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*3*
NO. STORIES-*1*

ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*GABL/HIP COMBO*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 1486 Total SF
BASE AREA - *988*
BASE SEMI FIN - *408*
OPEN PORCH FIN - *90*



Images

7/17/14

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:05/01/2019 (tc.6318)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019041276 5/10/2019 4:07 PM
OFF REC BK: 8093 PG: 893 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **CAZENOVIA CREEK FUNDING II LLC** holder of **Tax Certificate No. 04809**, 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:

BEG AT INTER OF S LI OF FAIRFIELD DRIVE AND W LI OF 69TH AVE W ALG S LI OF FAIRFIELD DRIVE 200 FT FOR POB S 200 FT W 100 FT N 200 FT E 100 FT TO POB OR 4250 P 1698 CASE #97-74-CP-03

SECTION 11, TOWNSHIP 2 S, RANGE 31 W

TAX ACCOUNT NUMBER 093317000 (19-548)

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

MONA LISA FOWLER

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

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: 093317000 Certificate Number: 004809 of 2017

Payor: MONA LISA FOWLER 6905 W FAIRFIELD DR PENSACOLA, FL 32506 **Date**
07/11/2019

Clerk's Check #	504631046	Clerk's Total	$516.04 $2319.59
Tax Collector Check #	1	Tax Collector's Total	$2,274.75
		Postage	$60.00
		Researcher Copies	$40.00
		Recording	$10.00
		Prep Fee	$7.00
		Total Received	~~$2,907.79~~

$2,336.59

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 # 2017 TD 004809
Redeemed Date 07/11/2019
Name MONA LISA FOWLER 6905 W FAIRFIELD DR PENSACOLA, FL 32506

Clerk's Total = TAXDEED	$516.04 $2319.59
Due Tax Collector = TAXDEED	$2,274.75
Postage = TD2	$60.00
ResearcherCopies = TD6	$40.00
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 | Redeem | Forms | Courtview | Benchmark
Redeemed From Sale

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 093317000 Certificate Number: 004809 of 2017

Redemption: Yes | Application Date: 04/19/2019 | Interest Rate: 18%

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 11/04/2019	Redemption Date 07/11/2019
Months	7	3
Tax Collector	$2,052.94	$2,052.94
Tax Collector Interest	$215.56	$92.38
Tax Collector Fee	$6.25	$6.25
Total Tax Collector	$2,274.75	$2,151.57 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	$21.02
Total Clerk	$516.04	$488.02 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	$2,907.79	$2,656.59
	Repayment Overpayment Refund Amount	$251.20
Book/Page	8093	893

Notes

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019060197 7/11/2019 9:31 AM
OFF REC BK: 8127 PG: 827 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 893, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 04809, issued the 1st day of June, A.D., 2017

TAX ACCOUNT NUMBER: **093317000 (19-548)**

DESCRIPTION OF PROPERTY:

BEG AT INTER OF S LI OF FAIRFIELD DRIVE AND W LI OF 69TH AVE W ALG S LI OF FAIRFIELD DRIVE 200 FT FOR POB S 200 FT W 100 FT N 200 FT E 100 FT TO POB OR 4250 P 1698 CASE #97-74-CP-03

SECTION 11, TOWNSHIP 2 S, RANGE 31 W

NAME IN WHICH ASSESSED: MONA LISA FOWLER

Dated this 11th day of July 2019.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

19-548
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.: 15308

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:

   Mona Lisa Fowler

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.: 15308 August 8, 2019

112S312101000010 - Full Legal Description

BEG AT INTER OF S LI OF FAIRFIELD DRIVE AND W LI OF 69TH AVE W ALG S LI OF FAIRFIELD DRIVE 200 FT FOR POB S 200 FT W 100 FT N 200 FT E 100 FT TO POB OR 4250 P 1698 CASE #97-74-CP-03

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

File No.: 15308 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 Mona Lisa Fowler and Cecil Allen Fowler in favor of U.S. Small Business Administration dated 10/27/2004 and recorded 11/01/2004 in Official Records Book 5516, page 1394 of the public records of Escambia County, Florida, in the original amount of $25,000.00.

2. That certain mortgage executed by Mona Lisa Fowler and Cecil Allen Fowler in favor of Wells Fargo Financial System Florida, Inc. dated 02/26/2007 and recorded 03/02/2007 in Official Records Book 6096, page 1586 of the public records of Escambia County, Florida, in the original amount of $72,959.79.

3. All Taxes Paid. The assessed value is $55,145.00. Tax ID 09-3317-000.

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.: 09-3317-000

CERTIFICATE NO.: 2017-4809

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.

Mona Lisa Fowler
6905 W. Fairfield Dr.
Pensacola, FL 32506

U.S. Small Business Administration
801 Tom Martin Dr., Ste 120
Birmingham, AL 35211

Wells Fargo Financial System Florida, Inc.
800 Walnut St.
Des Moines, IA 50309

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.

440
875

MAIL ANY NOTICE OF DEFAULT TO:
U.S. SMALL BUSINESS ADMINISTRATION
801 Tom Martin Drive, Suite 120
Birmingham, Alabama, 35211

THIS INSTRUMENT PREPARED BY AND MAIL TO:
Terry J. Miller, Attorney/Advisor
U.S. SMALL BUSINESS ADMINISTRATION
One Baltimore Place, Suite 300
Atlanta, Georgia 30308
(404)347-3771

FOWLER, Mona L. and Cecil A.
3627-01107 Loan No. DLH 79954440-08

OR BK 5516 PG1394
Escambia County, Florida
INSTRUMENT 2004-297752

MTG DOC STAMPS PD & ESC CO $ 87.50
11/01/04 ERNIE LEE MAGAHA, CLERK

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE
(Direct)

This mortgage made and entered into this 27th day of October 2004, by and between Mona L. Fowler, who acquired title as Mona Lisa Fowler and Cecil A. Fowler, who acquired title as Cecil Allen Fowler, husband and wife, 6905 West Fairfield Drive, Pensacola, Florida 32506 (hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at 801 Tom Martin Drive, Suite 120, Birmingham, Alabama, 35211

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Escambia, State of Florida:

Described in Exhibit "A" attached hereto and made a part hereof.

It is hereby agreed between the parties hereto, that if the mortgagor, subsequent to the date of this mortgage, conveys, contracts, or attempts to sell the above described mortgaged property in any way or manner whatsoever, while said property is mortgaged to the mortgagee, and without the written consent of the mortgagee, then and in such event the whole sum of principal and interest of the debt secured by this mortgage shall, at the option of the mortgagee, become immediately due and payable, and this mortgage may be foreclosed at once if said debt is not paid in full.

"This transaction is exempt from the Florida Intangible Tax since a governmental agency is holder of the indebtedness".

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated October 27, 2004 in the principal sum of $25,000.00 and maturing on October 27, 2034.

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said premises. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner

OR BK 5516 PG1396
Escambia County, Florida
INSTRUMENT 2004-297752

of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisement (the mortgagor having waived and assigned to the mortgagee all rights of appraisement):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinabove provided, the mortgagor or any person in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the *deficiency without regard to appraisement*.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. In compliance with section 101.106 of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.106], this instrument is to be construed and enforced in accordance with applicable Federal law.

10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 6905 West Fairfield Drive, Pensacola, Florida 32506 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 801 Tom Martin Drive, Suite 120 Birmingham, Alabama, 35211.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

STATE OF FLORIDA)
)ss
COUNTY OF Escambia)

The foregoing instrument was acknowledged before me this 1 day of November, 2004 by Mona L. Fowler who produced a FL DL UC F460-552-52-166-0 as identification.

Jacqueline M. Kennedy
Notary Public, State of Florida at Large
My Commission Expires: April 10, 2006

Jacqueline M. Kennedy
Commission # DD108055
Expires April 10, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

The foregoing instrument was acknowledged before me this 1 day of November, 2004 by Cecil A. Fowler who produced a FL DL Lic F416-001-42-310-0 as identification.

Jacqueline M. Kennedy
Notary Public, State of Florida at Large
My Commission Expires: April 10, 2006

Jacqueline M. Kennedy
Commission # DD108055
Expires April 10, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

√Mona L Fowler
Mona L. Fowler

√Cecil A Fowler
Cecil A. Fowler

OR BK 5516 PG1398
Escambia County, Florida
INSTRUMENT 2004-297752

RCD Nov 01, 2004 01:20 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-297752

Name: FOWLER, Mona L. and Cecil A.

Control No. / Loan No: 3627-01107 / DLH 79954440-08

EXHIBIT "A"

PREMISES LOCATED AT 6905 W. FAIRFIELD DR., PENSACOLA, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OF LAND IN SECTION 11, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF THE SAID SECTION 11 WHERE THE SAID NORTH LINE INTERSECTS THE WEST LINE OF 69TH AVENUE; THENCE SOUTH ALONG THE WEST LINE OF SAID 69TH AVENUE, A DISTANCE OF 33.0 FEET, THENCE WEST ALONG THE SOUTH LINE OF FAIRFIELD DRIVE A DISTANCE OF 200.0 FEET TO THE POINT OF BEGINNING; THENCE SOUTH PARALLE TO THE WEST LINE OF 69TH AVENUE, A DISTANCE OF 200.0 FEET: THENCE WEST PARALLEL TO THE SOUTH LINE OF FAIRFIELD DRIVE A DISTANCE OF 100.0 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF 69TH AVENUE; A DISTANCE OF 200.0 FEET; THENCE EAST ALONG THE SOUTH LINE OF FAIRFIELD DRIVE, 100.0 FEET TO THE POINT OF BEGINNING.
BY FEE SIMPLE DEED FROM ESTATE OF MARY LOUISE LIVINGSTON, DECEASED AS SET FORTH IN OR BOOK 4250, PAGE 1698 DATED 04/21/1998 AND RECORDED 04/29/1998, ESCAMBIA COUNTY RECORDS, STATE OF FLORIDA.

More commonly known as 6905 West Fairfield Drive, Pensacola, Florida 32506

Recorded in Public Records 03/02/2007 at 12:28 PM OR Book 6096 Page 1586, Instrument #2007020306, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $86.50 MTG Stamps $255.50 Int. Tax $145.92

Prepared by: Wells Fargo Financial, Inc.
800 Walnut Street
Des Moines, Iowa 50309

Return to: WELLS FARGO FINANCIAL SYSTEM FLORIDA, INC.
8998 PENSACOLA BOULEVARD
PENSACOLA, FL 32534

Florida Rule 12B-4.052 states that the amount upon which fees are processed is the amount financed of $ 72,959.79.

MORTGAGE

Total of Payments $ 218995.20 Number of Monthly Installments 360

Amount Financed $ 72959.79 Final Installment Due Date 02/28/37

6905 W FAIRFIELD DRIVE
PENSACOLA, FL 32506
[Property Address]

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 9, 11, 16, 18 and 19. Certain rules regarding the usage of words used in this document are also provided in Section 14.

(A) "Security Instrument" means this document, which is dated 02/26/07, together with all Riders to this document.

(B) "Borrower" is MONA LISA FOWLER AND CECIL ALLEN FOWLER WIFE AND HUSBAND

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is Wells Fargo Financial System Florida, Inc. Lender is a corporation organized and existing under the laws of Florida. Lender's address is 8998 PENSACOLA BOULEVARD PENSACOLA, FL 32534. Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated 02/26/07. The Note states that Borrower owes Lender $ 75878.18 (U.S. Dollars) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 02/28/37.

(E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☐ Adjustable Rate Rider	☐ Condominium Rider	☐ Second Home Rider
☐ Balloon Rider	☐ Planned Unit Development Rider	☐ Other(s) [specify]
☐ 1-4 Family Rider	☐ Biweekly Payment Rider	

(H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments

and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 4) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(L) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(M) "Periodic Payment" means the regularly scheduled amount due for principal and interest under the Note.

(N) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(O) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in the COUNTY [Type of Recording Jurisdiction] of ESCAMBIA [Name of Recording Jurisdiction]:

The Description of the Property is attached hereto as "Addendum A to Mortgage - Description of Property," and is specifically incorporated herein.

which currently has the address of 6905 W FAIRFIELD DRIVE [Street]

PENSACOLA [City], Florida 32506 [Zip Code] ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Borrower Mona Lisa Fowler (Seal)
MONA LISA FOWLER

Borrower Cecil Allen Fowler (Seal)
CECIL ALLEN FOWLER

Borrower _____ (Seal)

Borrower _____ (Seal)

Signed, sealed and delivered in the presence of:
Witnesses:

Print Name Jessica Owens

Print Name _____

[Space Below This Line For Acknowledgment]

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 26th day of February, 2007 by MONA LISA FOWLER AND CECIL ALLEN FOWLER WIFE AND HUSBAND,
who is personally known to me or who has produced FL DL as identification and who did (did not) take an oath.

JOSHUA HICKS
NOTARY PUBLIC
STATE OF FLORIDA
MY COMMISSION EXPIRES 9.13.2010
COMMISSION NO. DD595040

Type Name as Signed: Joshua Hicks
Notary Public

My Commission Expires: 9/13/2010

ADDENDUM A
TO
MORTGAGE

Description of Property

THE LAND REFERRED TO IN THIS EXHIBIT IS LOCATED IN THE COUNTY OF ESCAMBIA AND THE STATE OF FLORIDA IN DEED BOOK 4172 AT PAGE 1901 AND DESCRIBED AS FOLLOWS.

A TRACT OF LAND IN SECTION 11, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A POINT ON THE NORTH LINE OF THE SAID SECTION 11 WHERE THE SAID NORTH LINE INTERSECTS THE WEST LINE OF 69TH AVENUE; THENCE SOUTH ALONG THE WEST LINE OF SAID 69TH AVENUE, A DISTANCE OF 33.0 FEET, THENCE WEST ALONG THE SOUTH LINE OF FAIRFIELD DRIVE A DISTANCE OF 200.0 FEET TO THE POINT OF BEGINNING; THENCE SOUTH PARALLEL TO THE WEST LINE OF 69TH AVENUE, A DISTANCE OF 200.0 FEET; THENCE WEST PARALLEL TO THE SOUTH LINE OF FAIRFIELD DRIVE, A DISTANCE OF 100.0 FEET; THENCE NORTH PARALLEL TO THE WEST LINE OF 69TH AVENUE, A DISTANCE OF 200.0 FEET; THENCE EAST ALONG THE SOUTH LINE OF FAIRFIELD DRIVE, 100.0 FEET TO THE POINT OF BEGINNING.