19-552

Tax Collector's Certification

CTY-513

Tax Deed Application Number
1900262

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 / 5249**, 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:
10-0004-000

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

Property Owner:
HARRIS EARL M III
1615 AMERICUS AVE
PENSACOLA, FL 32507
LTS 11 12 BLK 1 BEACH HAVEN PLAT DB 46 P 51 OR 5499 P 1244 SEC 54/35 T 2S R 30/31

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
2017/5249	10-0004-000	06/01/2017	721.35	36.07	757.42

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
/						

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	757.42
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	642.59
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)	1,775.01
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.	36,703.50
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.
10-0004-000 2017

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 1900262

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
10-0004-000	2017/5249	06-01-2017	LTS 11 12 BLK 1 BEACH HAVEN PLAT DB 46 P 51 OR 5499 P 1244 SEC 54/35 T 2S R 30/31

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:	352S311000011001
Account:	100004000
Owners:	HARRIS EARL M III
Mail:	1615 AMERICUS AVE PENSACOLA, FL 32507
Situs:	1615 AMERICUS AVE 32507
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	$11,500	$76,328	$87,828	$73,407
2017	$11,500	$70,796	$82,296	$71,898
2016	$11,500	$68,621	$80,121	$70,420

Disclaimer

Tax Estimator

› File for New Homestead Exemption Online

Sales Data **MLS Listing #543680**

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/2004	5499	1244	$60,100	WD	View Instr
06/2004	5432	1862	$100	CT	View Instr
01/1975	923	25	$10	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
LTS 11 12 BLK 1 BEACH HAVEN PLAT DB 46 P 51 OR 5499 P 1244 SEC 54/35 T 2S R 30/31

Extra Features
FRAME BUILDING

Parcel Information

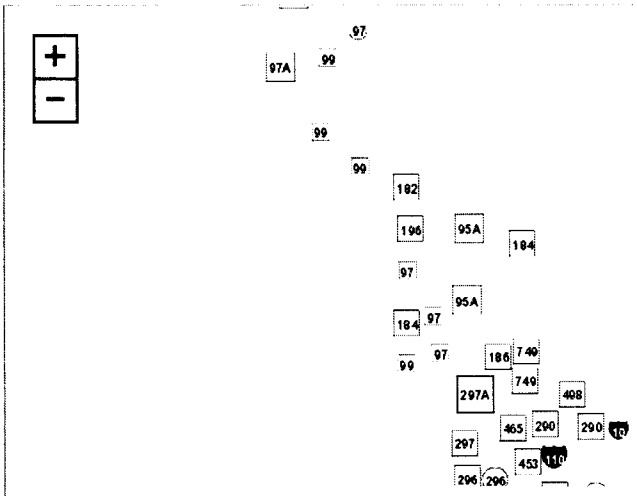
Launch Interactive Map

Section Map Id:
35-2S-31-2

Approx. Acreage:
0.3214

Zoned:
HDMU

Evacuation & Flood Information
Open Report



Florid a

View Florida Department of Environmental Protection(DEP) Data

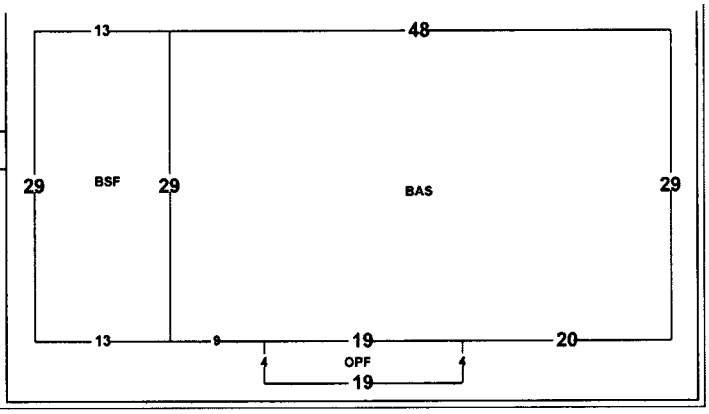
Buildings

Address:1615 AMERICUS AVE, Year Built: 1981, Effective Year: 1981

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-FACE/VENEER*
FLOOR COVER-*CARPET*
FOUNDATION-*WOOD/SUB FLOOR*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*6*

NO. STORIES-*1*
ROOF COVER-*DIMEN/ARCH SHNG*
ROOF FRAMING-*GABLE*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 1845 Total SF
BASE AREA - *1392*
BASE SEMI FIN - *377*
OPEN PORCH FIN - *76*



Images



11/19/02

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:05/01/2019 (tc.5810)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019041279 5/10/2019 4:08 PM
OFF REC BK: 8093 PG: 896 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **CAZENOVIA CREEK FUNDING II LLC** holder of **Tax Certificate No. 05249**, 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:

LTS 11 12 BLK 1 BEACH HAVEN PLAT DB 46 P 51 OR 5499 P 1244 SEC 54/35 T 2S R 30/31

SECTION 35, TOWNSHIP 2 S, RANGE 31 W

TAX ACCOUNT NUMBER 100004000 (19-552)

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

EARL M HARRIS III

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: 100004000 Certificate Number: 005249 of 2017

Payor: EARL M HARRIS III 1615 AMERICUS AVE PENSACOLA, FL 32507 **Date** 07/30/2019

Clerk's Check #	1	Clerk's Total	$516.04 2029.16
Tax Collector Check #	1	Tax Collector's Total	$1,967.64
		Postage	$60.00
		Researcher Copies	$40.00
		Recording	$10.00
		Prep Fee	$7.00
		Total Received	~~$2,600.68~~

$2046.16

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 005249
Redeemed Date 07/30/2019
Name EARL M HARRIS III 1615 AMERICUS AVE PENSACOLA, FL 32507

Clerk's Total = TAXDEED	$516.04
Due Tax Collector = TAXDEED	$1,967.64 2029.16
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 | Sold To | Redeem | Forms | Courtview | Benchmark

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 100004000 Certificate Number: 005249 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 07/30/2019
Months	7	3
Tax Collector	$1,775.01	$1,775.01
Tax Collector Interest	$186.38	$79.88
Tax Collector Fee	$6.25	$6.25
Total Tax Collector	$1,967.64	$1,861.14 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	$2,600.68	$2,366.16
	Repayment Overpayment Refund Amount	$234.52
Book/Page	8093	896

Notes

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019065982 7/30/2019 11:59 AM
OFF REC BK: 8137 PG: 1949 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 896, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 05249, issued the 1st day of June, A.D., 2017

TAX ACCOUNT NUMBER: **100004000 (19-552)**

DESCRIPTION OF PROPERTY:

LTS 11 12 BLK 1 BEACH HAVEN PLAT DB 46 P 51 OR 5499 P 1244 SEC 54/35 T 2S R 30/31

SECTION 35, TOWNSHIP 2 S, RANGE 31 W

NAME IN WHICH ASSESSED: EARL M HARRIS III

Dated this 30th day of July 2019.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

19-552

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.: 15312

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:

   Earl M. Harris, III

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.: 15312

August 8, 2019

Lots 11 and 12, Block 1, Beach Haven Tract, as per plat thereof, recorded in Deed Book 46, Page 51, of the Public Records of Escambia County, Florida

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

File No.: 15312 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 Earl M. Harris, III in favor of Regions Bank dated 01/13/2016 and recorded 01/28/2016 in Official Records Book 7469, page 1900 of the public records of Escambia County, Florida, in the original amount of $55,500.00.

2. Code Enforcement Lien filed by Escambia County in O.R. Book 6125, page 724.

3. Taxes for the year 2016-2018 delinquent. The assessed value is $87,828.00. Tax ID 10-0004-000.

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.: 10-0004-000

CERTIFICATE NO.: 2017-5249

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 221 Palafox Place, 4th Floor/
X	___	Notify Escambia County, 190 Governmental Center, 32502
X	___	Homestead for 2018 tax year.

Earl M. Harris, III
1615 Americus Ave.
Pensacola, FL 32507

Escambia County Code Enforcement
3363 West Park Place
Pensacola, FL 32505

Regions Bank
1900 Fifth Ave. North
Birmingham, AL 35203
and
201 Milan Pkwy.
Birmingham, AL 35211

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.

18.50
420.70

OR BK 5499 PG1244
Escambia County, Florida
INSTRUMENT 2004-287313

DEED DOC STAMPS PD @ ESC CO $ 420.70
09/28/04 ERNIE LEE MAGAHA, CLERK

Prepared by and Return to:
MARVIN E. KATZ, ESQ.
MARC A. BEN-EZRA, P.A.
951 NE 167th Street, Suite204
N. Miami Beach, FL 33162
(305) 770-4100

Property Folio No: 10-0004-000
File No.: 14053

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED, made this 31ST day of August, 2004 . Between **GREEN TREE SERVICING LLC, SUCCESSOR BY CONVERSION TO CONSECO FINANCE SERVICING CORP., F/K/A GREEN TREE FINANCIAL SERVICING CORPORATION**, whose post office address is: 7360 S. Kyrene Dr., Tempe, AZ 85282, **Grantor,** and **EARL M. HARRIS, III,** a single man, whose post office address is: 1615 Americus Avenue, Pensacola, FL 32507 **Grantee,;(The term "grantor" and "grantee" include all the parties in each capacity to the instrument and their respective heirs, personal representatives, successors and assigns)**

Witnesseth that said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to said grantor paid in hand by grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, convey and confirm onto the said grantee, the following described land, situated, lying, and being in **Escambia County** Florida, to wit:

LOTS 11 AND 12, BLOCK 1, BEACH HAVEN TRACT, BEING PART OF THE PABLO GRANPERA GRANT, SECTION 35, TOWNSHIP 2 SOUTH, RANGE 31 WEST, AND SECTION 54, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN DEED BOOK 46, PAGE 51, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

SUBJECT TO:

1. Zoning and other governmental rules, regulations and ordinances

2. Restrictions, covenants, conditions, easements and other matters of record.

3. Taxes and assessments subsequent to December 31, 2003 .

TOGETHER with all the tenements, hereditament and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

OR BK 5499 PG1245
Escambia County, Florida
INSTRUMENT 2004-287313

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said Property in fee simple and has good right and lawful authority to sell and convey said Property; and hereby warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under said Grantor, but not otherwise.

IN WITNESS THEREOF, the grantor has signed and sealed these presents the day and year written above.

Signed, sealed and delivered in the presence of:

1st witness signature

Teresa Delcuse
Printed or typed name

Stacy Ward
2nd witness signature

Stacy Ward
Printed or typed name

GREEN TREE SERVICING LLC, SUCCESSOR BY CONVERSION TO CONSECO FINANCE SERVICING CORP., F/K/A GREEN TREE FINANCIAL SERVICING CORPORATION

By: George Dumler
As authorized signatory
Under its LLC Agreement

STATE OF ARIZONA
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this 10 day of August, 2004 by, as George Dumler, as Authorized Signer of GREEN TREE SERVICING LLC, SUCCESSOR BY CONVERSION TO CONSECO FINANCE SERVICING CORP., F/K/A GREEN TREE FINANCIAL SERVICING CORPORATION, Grantor. He/she is personally known to me or has produced Self as identification.

Seal:

Bradley S Johnson
Notary Public
Print Name: _____
My Commission Expires: _____

Bradley S. Johnson
Notary Public - Arizona
Maricopa County
My Commission Expires
September 30, 2007

RCD Sep 28, 2004 10:41 am
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-287313

Recorded in Public Records 01/28/2016 at 02:28 PM OR Book 7469 Page 1900, Instrument #2016006418, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $61.00 MTG Stamps $194.25 Int. Tax $111.00

X20160115254 99

WHEN RECORDED MAIL TO:
Regions Bank
Collateral Management
201 Milan Parkway
Birmingham, AL 35211

When Recorded Return to:
Indecomm Global Services
As Recording Agent Only
1260 Energy Lane
St. Paul, MN 55108

8020468

This Mortgage prepared by:

Name: Emily Shoults
Company: Regions Bank
Address: 2050 Parkway Office Circle, Hoover, AL 35244

REGIONS

DOC4850292701##########4309430000000

MORTGAGE 2015322145142O

THIS MORTGAGE dated 01/13/2016, is made and executed between EARL M HARRIS aka EARL M HARRIS III, whose address is 1615 AMERICUS AVE, PENSACOLA, FL 32507; unmarried (referred to below as "Grantor") and Regions Bank, whose address is 201 Milan Parkway, Birmingham, AL 35211 (referred to below as "Lender").

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

THE FOLLOWING DESCRIBED LAND, SITUATED, LYING, AND BEING IN ESCAMBIA COUNTY FLORIDA, TO WIT:LOTS 11 AND 12, BLOCK 1, BEACH HAVEN TRACT, BEING PART OF THE PABLO GRANPERA GRANT, SECTION 35, TOWNSHIP 2 SOUTH, RANGE 31 WEST, AND SECTION 54, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN DEED BOOK 46, PAGE 51, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.

The Real Property or its address is commonly known as 1615 AMERICUS AVE, PENSACOLA, FL 32507.

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF $55,500.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

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

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

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

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all

includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

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

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Agreement, together with interest on such amounts as provided in this Agreement, and any and all other present or future, direct or contingent liabilities or indebtedness of any person who signs the Note to the Lender of any nature whatsoever, whether classified as secured or unsecured, except that the word "Indebtedness" shall not include any debt subject to the disclosure requirements of the Federal Truth-In-Lending Act if, at the time such debt is incurred, any legally required disclosure of the lien afforded hereby with respect to such debt shall not have been made.

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

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

Note. The word "Note" means the promissory note dated January 13, 2016, **in the original principal amount of $55,500.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Note is January 19, 2031.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. However, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

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

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

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

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

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

GRANTOR:

X _____
EARL M HARRIS

WITNESSES:

X Jessica Lugue
Jessica Lugue

X Kimberly J. Clark
Kimberly J. Clark

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Florida)
) SS
COUNTY OF Escambia)

The foregoing instrument was acknowledged before me this 13 day of January, 2016 by **EARL M HARRIS**, who is personally known to me or who has produced FL DL. as identification.

(Signature of Person Taking Acknowledgment)
Shannon Martin
(Name of Acknowledger Typed, Printed or Stamped)
Notary
(Title or Rank)
FF 173530
(Serial Number, if any)

SHANNON MARTIN NOTARY PUBLIC STATE OF FLORIDA
My Comm. Expires Nov. 2, 2018
Comm. # FF 173530

Shannon Martin

Recorded in Public Records 04/13/2007 at 11:13 AM OR Book 6125 Page 724, Instrument #2007035251, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $27.00

Recorded in Public Records 04/13/2007 at 10:02 AM OR Book 6125 Page 533, Instrument #2007035203, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $27.00

THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: 06-08-0484
Location: 1615 Americus Avenue
PR# 352S31-1000-011-001

Earl M. Harris III
1615 Americus Avenue
Pensacola, FL 32507

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the respondent or representative, Earl M. Harris III as well as evidence submitted and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the Code of Ordinances COO 30-203(B) & 82-30, COO 30-203(D) (Boat Trailer)

has occurred and continues.

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: EARL HARRIS shall have until 4/17/07, 2007 to correct the violation and to bring the violation into compliance. Corrective action shall include: REMOVAL of ALL DEBRIS, Inoperable Vehicles or Vessels to Lots of property AND FENCE pursuant to Code.

If you fail to fully correct the violation within the time required, you will be assessed a fine of $ 50.00 per day, commencing 4/18/07, 2007. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance.

If the violation is not abated within the specified time period, then the County may elect to abate the violation for you and the reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of ~~$1,100.00~~ 550.00 are hereby awarded in favor of Escambia County as the prevailing party against Earl Harris.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners may make all reasonable repairs necessary to bring the property into compliance if the violator does not correct the violation by a specified date.

The costs of such repairs shall be certified to the Special Magistrate and may be added to any fines imposed pursuant to this order.

All monies owing hereunder shall constitute a lien on all your real and personal property including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 6708 Plantation Road Pensacola, Florida 32504 and the Escambia County Circuit Court Clerk at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of the Order. Failure to timely file a written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 10th day of April, 2007.

Jim Messer
Special Magistrate
Office of Environmental Enforcement

Certified to be a true copy of
the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
By: _____ D.C.
Date: 4-13-07

CLERK OF CIRCUIT COURT • ESCAMBIA COUNTY, FLORIDA