

CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

0221-50

513
R. 07/19

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	CAZENOVIA CREEK FUNDING II LLC PO BOX 54132 NEW ORLEANS, LA 70154	Application date	Apr 02, 2020
Property description	OSBORNE JUSTIN 5887 HURST HAMMOCK RD PENSACOLA, FL 32526 5887 HURST HAMMOCK RD BEG AT NE COR OF LT 2 FRAC SEC 1 TH W ALG N LI OF LT 2 253 FT 88 DEG 29 MIN LEFT 955 25/100 FT 87 DE (Full legal attached.)	Certificate #	2018 / 5699
		Date certificate issued	06/01/2018
		Deed application number	2000233
		Account number	10-2517-355

Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application

Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2018/5699	06/01/2018	3,144.87	157.24	3,302.11
→Part 2: Total*				3,302.11

Part 3: Other Certificates Redeemed by Applicant (Other than County)

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2019/5470	06/01/2019	3,220.97	6.25	161.05	3,388.27
Part 3: Total*					3,388.27

Part 4: Tax Collector Certified Amounts (Lines 1-7)

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	6,690.38
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	2,957.79
4. Property information report fee and Deed Application Recording and Release Fees	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	10,023.17

I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.

Sign here: Candice Lewis Escambia County, Florida
Signature, Tax Collector or Designee Date April 20th, 2020

Send this certification to the Clerk of Court by 10 days after the date signed. See Instructions on Page 2

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Other outstanding certificates and delinquent taxes not included in this Application, if applicable per Florida statutes	
17. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
18. Redemption fee	6.25
19. Total amount to redeem	

Sign here: _____ Date of sale 02/01/2021

Signature, Clerk of Court or Designee

INSTRUCTIONS

Tax Collector (complete Parts 1-4)**Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application**

Enter the Face Amount of Certificate in Column 3 and the Interest in Column 4 for each certificate number. Add Columns 3 and 4 and enter the amount in Column 5.

Part 3: Other Certificates Redeemed by Applicant (Other than County)

Total. Add the amounts in Columns 3, 4 and 5

Part 4: Tax Collector Certified Amounts (Lines 1-7)

Line 1, enter the total of Part 2 plus the total of Part 3 above.

Total Paid, Line 7: Add the amounts of Lines 1-6

Line 6, Interest accrued by tax collector. Calculate the 1.5 percent interest accrued from the month after the date of application through the month this form is certified to the clerk. Enter the amount to be certified to the clerk on Line 6. The interest calculated by the tax collector stops before the interest calculated by the clerk begins. See Section 197.542, F.S., and Rule 12D-13.060(3), Florida Administrative Code.

The tax collector's interest for redemption at the time of the tax deed application is a cost of redemption, which encompasses various percentages of interest on certificates and omitted or delinquent taxes under Section 197.502, F.S. This interest is calculated before the tax collector calculates the interest in Section 197.542, F.S.

Attach certified statement of names and addresses of persons who must be notified before the sale of the property. Send this form and any required attachments to the Clerk of Court within 10 days after it is signed.

Clerk of Court (complete Part 5)

Line 13: Interest is calculated at the rate of 1.5 percent per month starting from the first day of the month after the month of certification of this form through the last day of the month in which the sale will be held. Multiply the calculated rate by the total of Line 7, minus Line 6, plus Lines 8 through 12. Enter the amount on Line 13.

Line 14: Enter the total of Lines 8-13. Complete Lines 15-18, if applicable.

BEG AT NE COR OF LT 2 FRAC SEC 1 TH W ALG N LI OF LT 2 253 FT 88 DEG 29 MIN LEFT 955 25/100 FT 87 DEG 04 MIN 30 SEC LEFT 336 26/100 FT TH 5 DEG LEFT 400 FT 90 DEG RT 200 FT MORE OR LESS TO N SHORE LI OF PERDIDO BAY AND POB N ALG LI LAST TRAVERSED 200 FT MORE OR LESS TO S LI OF CLAY RD AND PREVIOUS TRAVERSED R/W LI 90 DEG RT 100 FT 90 DEG RT 208 FT MORE OR LESS TO N SHORE OF PERDIDO BAY NWLY ALG N SHORE LI 100 3/10 FT MORE OR LESS TO POB ALL LYING IN LT 1 SEC 1 OR 7439 P 736

APPLICATION FOR TAX DEED
Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2000233

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
10-2517-355	2018/5699	06-01-2018	BEG AT NE COR OF LT 2 FRAC SEC 1 TH W ALG N LI OF LT 2 253 FT 88 DEG 29 MIN LEFT 955 25/100 FT 87 DEG 04 MIN 30 SEC LEFT 336 26/100 FT TH 5 DEG LEFT 400 FT 90 DEG RT 200 FT MORE OR LESS TO N SHORE LI OF PERDIDO BAY AND POB N ALG LI LAST TRAVERSED 200 FT MORE OR LESS TO S LI OF CLAY RD AND PREVIOUS TRAVERSED R/W LI 90 DEG RT 100 FT 90 DEG RT 208 FT MORE OR LESS TO N SHORE OF PERDIDO BAY NWLY ALG N SHORE LI 100 3/10 FT MORE OR LESS TO POB ALL LYING IN LT 1 SEC 1 OR 7439 P 736

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

04-02-2020
Application Date

Applicant's signature



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: 0125321907000000
Account: 102517355
Owners: OSBORNE JUSTIN
Mail: 5887 HURST HAMMOCK RD
 PENSACOLA, FL 32526
Situs: 5887 HURST HAMMOCK RD 32526
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
2019	\$71,200	\$135,004	\$206,204	\$206,204
2018	\$71,200	\$127,299	\$198,499	\$198,499
2017	\$71,200	\$118,197	\$189,397	\$189,397

Disclaimer

Tax Estimator

➤ [File for New Homestead Exemption Online](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
11/19/2015	7439	736	\$242,000	WD	View Instr
11/26/2014	7265	1538	\$100	CJ	View Instr
03/2005	5618	860	\$65,000	WD	View Instr
01/1978	1198	525	\$20,000	WD	View Instr

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

2019 Certified Roll Exemptions

None

Legal Description

BEG AT NE COR OF LT 2 FRAC SEC 1 TH W ALG N LI OF
 LT 2 253 FT 88 DEG 29 MIN LEFT 955 25/100 FT 87
 DEG 04 MIN 30...

Extra Features

BOAT DOCK
 BOAT LIFT
 SEA WALL
 UTILITY BLDG

Parcel Information

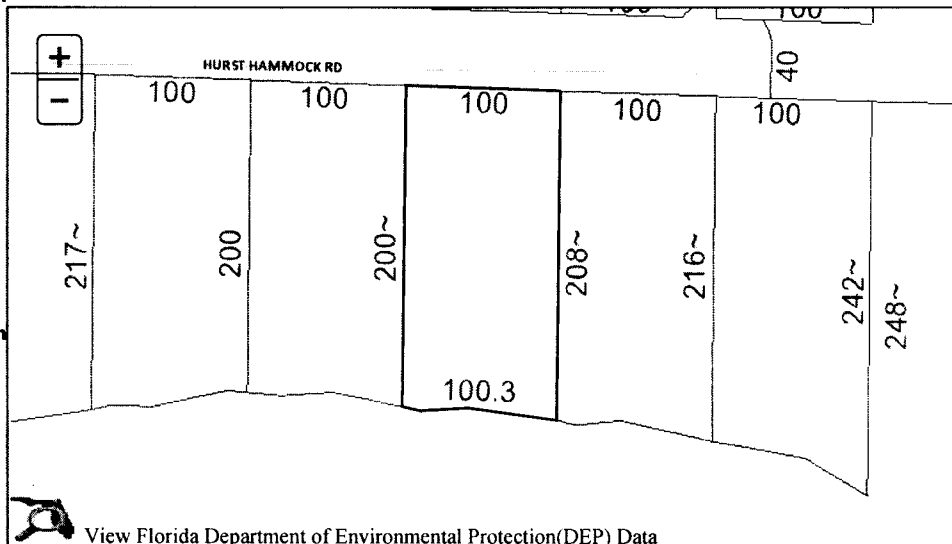
[Launch Interactive Map](#)

Section Map Id:
 01-25-32

Approx. Acreage:
 0.4764

Zoned:
 RMU

Evacuation & Flood Information
[Open Report](#)



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

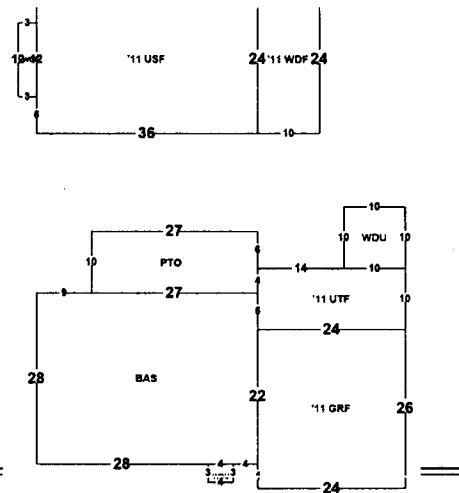
Buildings

Address: 5887 HURST HAMMOCK RD, Year Built: 1979, Effective Year: 1995

Structural Elements

DECOR/MILLWORK-AVERAGE
 DWELLING UNITS-1
 EXTERIOR WALL-SIDING-SHT.AVG.
 FLOOR COVER-TILE/STAIN CONC/BRICK
 FOUNDATION-WOOD/SUB FLOOR

WOOD DECK UNF - 112



Last Updated:04/29/2020 (tc.1813)

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **CAZENOVIA CREEK FUNDING II LLC** holder of **Tax Certificate No. 05699**, issued the **1st day of June, A.D., 2018** 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 NE COR OF LT 2 FRAC SEC 1 TH W ALG N LI OF LT 2 253 FT 88 DEG 29 MIN LEFT 955 25/100 FT 87 DEG 04 MIN 30 SEC LEFT 336 26/100 FT TH 5 DEG LEFT 400 FT 90 DEG RT 200 FT MORE OR LESS TO N SHORE LI OF PERDIDO BAY AND POB N ALG LI LAST TRAVERSED 200 FT MORE OR LESS TO S LI OF CLAY RD AND PREVIOUS TRAVERSED R/W LI 90 DEG RT 100 FT 90 DEG RT 208 FT MORE OR LESS TO N SHORE OF PERDIDO BAY NWLY ALG N SHORE LI 100 3/10 FT MORE OR LESS TO POB ALL LYING IN LT 1 SEC 1 OR 7439 P 736

SECTION 01, TOWNSHIP 2 S, RANGE 32 W

TAX ACCOUNT NUMBER 102517355 (0221-50)

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

JUSTIN OSBORNE

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 February, which is the **1st day of February 2021**.

Dated this 29th day of April 2020.

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



CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

DR-513
Rule 12D-16.002 F.A.C
Effective 07/19
Page 1 of 2

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		Date certificate issued	06/01/2018

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7. Total Paid (Lines 1-6)	10,023.17

I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.

Sign here: Escambia, Florida
Signature, Tax Collector or Designee Date July 29th, 2020

Send this certification to the Clerk of Court by 10 days after the date signed. See Instructions on Page 2

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>02/01/2021</u>	
Signature, Clerk of Court or Designee	

INSTRUCTIONS

7 6.25

Tax Collector (complete Parts 1-4)

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Clerk of Court (complete Part 5)

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PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 102517355 Certificate Number: 005699 of 2018

Redemption	<input type="text" value="No"/>	Application Date	<input type="text" value="04/02/2020"/>	Interest Rate	<input type="text" value="18%"/>
		Final Redemption Payment ESTIMATED		Redemption Overpayment ACTUAL	
		Auction Date	<input type="text" value="02/01/2021"/>	Redemption Date	<input type="text" value="11/30/2020"/>
Months	10			7	
Tax Collector	<input type="text" value="\$10,023.17"/>			<input type="text" value="\$10,023.17"/>	
Tax Collector Interest	\$1,503.48			\$1,052.43	
Tax Collector Fee	<input type="text" value="\$6.25"/>			<input type="text" value="\$6.25"/>	
Total Tax Collector	\$11,532.90			\$11,081.85	T.C.
Record TDA Notice	<input type="text" value="\$17.00"/>			<input type="text" value="\$17.00"/>	
Clerk Fee	<input type="text" value="\$130.00"/>			<input type="text" value="\$130.00"/>	
Sheriff Fee	<input type="text" value="\$120.00"/>			<input type="text" value="\$120.00"/>	-
Legal Advertisement	<input type="text" value="\$200.00"/>			<input type="text" value="\$200.00"/>	-
App. Fee Interest	\$70.05			\$49.04	
Total Clerk	\$537.05			\$516.04	C.H.
Release TDA Notice (Recording)	<input type="text" value="\$10.00"/>			<input type="text" value="\$10.00"/>	
Release TDA Notice (Prep Fee)	<input type="text" value="\$7.00"/>			<input type="text" value="\$7.00"/>	
Postage	<input type="text" value="\$60.00"/>			<input type="text" value="\$0.00"/>	
Researcher Copies	<input type="text" value="\$40.00"/>			<input type="text" value="\$0.00"/>	
Total Redemption Amount	\$12,186.95			\$11,614.89	-120-200
					\$11,294.89
		Repayment Overpayment Refund Amount		\$572.06	
Book/Page	<input type="text" value="8287"/>			<input type="text" value="1187"/>	

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: 102517355 Certificate Number: 005699 of 2018**

Payor: JUSTIN OSBORNE 3412 LEE RD 179 SALEM, AL 36874 Date 11/30/2020

Clerk's Check # 1
Tax Collector Check # 1

Clerk's Total	\$537.05 \$11,277.89
Tax Collector's Total	\$11,332.90
Postage	\$60.00
Researcher Copies	\$0.00
Recording	\$10.00
Prep Fee	\$7.00
Total Received	\$12,146.95 \$11,294.89

**PAM CHILDERS
Clerk of the Circuit Court**

Received By: *Whitney Cossage*
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 # 2018 TD 005699

Redeemed Date 11/30/2020

Name JUSTIN OSBORNE 3412 LEE RD 179 SALEM, AL 36874

Clerk's Total = TAXDEED	\$537.05	\$11,532.90 \$11,277.89
Due Tax Collector = TAXDEED	\$11,532.90	
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
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FINANCIAL SUMMARY

No Information Available - See Dockets

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 8287, Page 1187, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 05699, issued the 1st day of June, A.D., 2018

TAX ACCOUNT NUMBER: 102517355 (0221-50)

DESCRIPTION OF PROPERTY:

BEG AT NE COR OF LT 2 FRAC SEC 1 TH W ALG N LI OF LT 2 253 FT 88 DEG 29 MIN LEFT
955 25/100 FT 87 DEG 04 MIN 30 SEC LEFT 336 26/100 FT TH 5 DEG LEFT 400 FT 90 DEG RT
200 FT MORE OR LESS TO N SHORE LI OF PERDIDO BAY AND POB N ALG LI LAST
TRAVERSED 200 FT MORE OR LESS TO S LI OF CLAY RD AND PREVIOUS TRAVERSED
R/W LI 90 DEG RT 100 FT 90 DEG RT 208 FT MORE OR LESS TO N SHORE OF PERDIDO BAY
NWLY ALG N SHORE LI 100 3/10 FT MORE OR LESS TO POB ALL LYING IN LT 1 SEC 1 OR
7439 P 736

SECTION 01, TOWNSHIP 2 S, RANGE 32 W

NAME IN WHICH ASSESSED: JUSTIN OSBORNE

Dated this 30th day of November 2020.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk



PROPERTY INFORMATION REPORT
3050 Concho Drive, Pensacola, Florida 32507 | Phone: 850-466-3077

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 10-2517-355 CERTIFICATE #: 2018-5699

THIS REPORT IS NOT TITLE INSURANCE. THE LIABILITY FOR ERRORS OR OMISSIONS IN THIS REPORT IS LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of record of the land described herein together with current and delinquent ad valorem tax information and a listing and copies of all open or unsatisfied leases, mortgages, judgments and encumbrances recorded in the Official Record Books of Escambia County, Florida that appear to encumber the title to said land as listed on page 2 herein. It is the responsibility of the party named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately.

This Report is subject to: Current year taxes; taxes and assessments due now or in subsequent years; oil, gas, and mineral or any subsurface rights of any kind or nature; easements, restrictions and covenants of record; encroachments, overlaps, boundary line disputes, and any other matters that would be disclosed by an accurate survey and inspection of the premises.

This Report does not insure or guarantee the validity or sufficiency of any document attached, nor is it to be considered a title insurance policy, an opinion of title, a guarantee of title, or as any other form of guarantee or warranty of title.

Use of the term "Report" herein refers to the Property Information Report and the documents attached hereto.

Period Searched: November 20, 2000 to and including November 20, 2020 Abstractor: Vicki Campbell

BY

A handwritten signature in black ink, appearing to read "Michael A. Campbell", is written over a horizontal line.

Michael A. Campbell,
As President

Dated: November 23, 2020

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

November 23, 2020

Tax Account #: 10-2517-355

1. The Grantee(s) of the last deed(s) of record is/are: **JUSTIN OSBORNE**

By Virtue of Warranty Deed recorded 11/20/2015 – OR 7439/736
2. The land covered by this Report is: **See Attached Exhibit “A”**
3. The following unsatisfied mortgages, liens, and judgments affecting the land covered by this Report appear of record:
 - a. **Mortgage in favor of James R. Osborne and Donna K. Osborne recorded 1/29/2016 – OR 7470/374.**
 - b. **Lien in favor of Emerald Coast Utility Authority recorded 9/25/2019 – OR 8171/337**
 - c. **Notice of Commencement in favor of Archer Exteriors recorded 2/6/2020 – OR 8243/286**
4. Taxes:

Taxes for the year(s) 2017-2019 are delinquent.
Tax Account #: 10-2517-355
Assessed Value: \$ 2020 amount always
Exemptions: NONE
5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): **NONE**

Payment of any special liens/assessments imposed by City, County, and/or State.

Note: Escambia County and/or local municipalities may impose special liens/assessments. These liens/assessments are not discovered in a title search or shown above. These special assessments typically create a lien on real property. The entity that governs subject property must be contacted to verify payment status.

PERDIDO TITLE & ABSTRACT, INC.
PROPERTY INFORMATION REPORT
3050 Concho Drive, Pensacola, Florida 32507 | Phone 850-466-3077

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: FEB 1, 2021

TAX ACCOUNT #: 10-2517-355

CERTIFICATE #: 2018-5699

In compliance with Section 197.522, 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 2020 tax year.

JUSTIN OSBORNE
5887 HURST HAMMOCK RD.
PENSACOLA, FL 32526


JAMES R. OSBORNE AND DONNA K. OSBORNE
3412 LEE ROAD 179
SALEM, AL 36874

ARCHER EXTERIORS
HARDING HWY
PITTSBORO, NJ 08318

EMERALD COAST UTILITIES AUTHORITY 341
9255 STURDEVANT ST.
PENSACOLA, FL 32514-0311

Certified and delivered to Escambia County Tax Collector, this 23rd day of November, 2020.

PERDIDO TITLE & ABSTRACT, INC.


BY: Michael A. Campbell, As It's President

NOTE: The above listed addresses are based upon current information available, but addresses are not guaranteed to be true or correct.

PROPERTY INFORMATION REPORT

November 23, 2020

Tax Account #: 10-2517-355

**LEGAL DESCRIPTION
EXHIBIT "A"**

**BEG AT NE COR OF LT 2 FRAC SEC 1 TH W ALG N LI OF LT 2 253 FT 88 DEG 29 MIN LEFT 955
25/100 FT 87 DEG 04 MIN 30 SEC LEFT 336 26/100 FT TH 5 DEG LEFT 400 FT 90 DEG RT 200 FT
MORE OR LESS TO N SHORE LI OF PERDIDO BAY AND POB N ALG LI LAST TRAVERSED 200
FT MORE OR LESS TO S LI OF CLAY RD AND PREVIOUS TRAVERSED R/W LI 90 DEG RT 100
FT 90 DEG RT 208 FT MORE OR LESS TO N SHORE OF PERDIDO BAY NWLY ALG N SHORE LI
100 3/10 FT MORE OR LESS TO POB ALL LYING IN LT 1 SEC 1 OR 7439 P 736**

SECTION 01, TOWNSHIP 2 S, RANGE 32 W

TAX ACCOUNT NUMBER 10-2517-355 (0221-50)

Recorded in Public Records 11/20/2015 at 03:57 PM OR Book 7439 Page 736,
Instrument #2015088838, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$18.50 Deed Stamps \$1694.00

Prepared By & Return to:
Ashley Lentini, as an employee of
Clear Title of Northwest Florida, LLC
2115 W. Nine Mile Road, Ste. 15
Pensacola, Florida 32534
File Number: PEN-15-10407
Parcel ID #: 012S321907000000

WARRANTY DEED (INDIVIDUAL)

This WARRANTY DEED, dated this 19th day of November, 2015, by **Chester D. Hix, a married man**, whose post office address is 2109 Halycon Downs Loop, Montgomery, Alabama 36117 and **Joyce H. Dannecker, a single woman**, whose post office address is 933 Andrew Circle, Panama City, Florida 32405, hereinafter called the Grantor, to **Justin Osborne, a single person**, whose post office address is 5887 Hurst Hammock Road, Pensacola, Florida 32526, hereinafter called the Grantee (Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in Escambia County, Florida, viz:

Commencing at the Northeast Corner of Lot 2, Fractional Section 1, Township 2 South, Range 32 West, Escambia County, Florida; thence run West along the North line of said Lot 2 for 253 feet, thence 88 degrees 29 minutes left for 955.25 feet; thence 87 degrees 04 minutes 30 seconds left for 336.26 feet; thence 5 degrees left for 400 feet; thence 90 degrees right for 200 feet, more or less, to the North shore line of Perdido Bay and the point of beginning; thence run North along line last traversed for 200 feet, more or less, to the South line of clay road and previous traversed East-West line; thence 90 degrees right for 100 feet; thence 90 degrees right for 208 feet, more or less, to the North shore of Perdido Bay; thence run Northwesterly along the North shore line for 100.3 feet, more or less, to the point of beginning, all lying in Lot 1, Section 1, Township 2 South, Range 32 West of said County.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2015 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

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

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

AND THE Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has signed and sealed these presents the date set forth above.

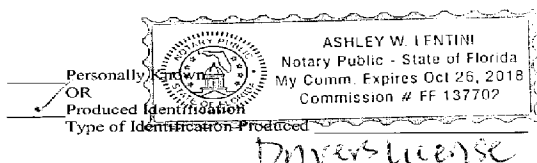
SIGNED IN THE PRESENCE OF
THE FOLLOWING WITNESSES:

Signature: *Ashley Lentini*
Print Name: Ashley Lentini
Signature: *Maura Maura*
Print Name: Maura Maura

Signature: *Chester D. Hix*
Chester D. Hix
Signature: *Joyce H. Dannecker*
Joyce H. Dannecker

State of Florida
County of Escambia

THE FOREGOING INSTRUMENT was acknowledged before me this 19th day of November, 2015, by:
Chester D. Hix and Joyce H. Dannecker.



Signature: *Ashley W. Lentini*
Notary Public

BK: 7439 PG: 737 Last Page

**RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE**

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

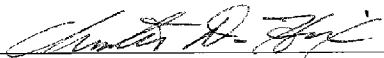
Name of Roadway: Hurst Hammock Road

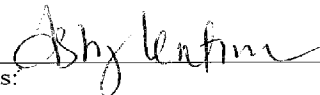
Legal Address of Property: 5887 Hurst Hammock Road, Pensacola, Florida 32526

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

This form completed by: Clear Title of Northwest Florida, LLC
2115 W. Nine Mile Road, Suite 15, Pensacola, Florida 32534

AS TO SELLER(S):


Seller: Chester D. Hix

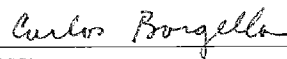

Witness:


Seller: Joyce H. Dannecker


Witness:

AS TO BUYER(S):


Buyer: Justin Osborne


Witness:

Buyer:


Witness:

This form approved by the Escambia County Board of County Commissioners Effective 4/15/95

Recorded in Public Records 01/29/2016 at 08:12 AM OR Book 7470 Page 374,
Instrument #2016006563, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$52.50 MTG Stamps \$749.00 Int. Tax \$428.00

THIS INSTRUMENT PREPARED BY:
Cassie Long
South Walton Law, P.A.
36468 Emerald Coast Parkway
Unit 9102
Destin, Florida 32541

MORTGAGE (WITH SECURITY AGREEMENT AND ASSIGNMENT RENTS, LEASES AND PROFITS)

THIS MORTGAGE is made this **19th** day of **February, 2016**, by and between **Justin Osborne, an unmarried man**, hereinafter called the "Mortgagor", whose address is **5887 Hurst Hammock Road, Pensacola, FL 32526**, and **James R. Osborne and Donna K. Osborne, husband and wife**, hereinafter called "Mortgagee", whose mailing address is **3412 Lee Road 179, Salem, AL 36874**.

WITNESSETH:

WHEREAS, Mortgagor is indebted to the Mortgagee in the principal sum of **Two Hundred Fourteen Thousand and No/100 Dollars (\$214,000.00)**, together with interest thereon, evidenced by that certain promissory note of even date herewith ("The Note"), executed by Mortgagor and delivered to the Mortgagee, the final payment of which is due on **January 19, 2036**, which by reference is made a part hereof of the same extent as though set out in full herein.

NOW THEREFORE, to secure the performance by Mortgagor of all covenants and conditions in the Note and in this Mortgage and in all other instruments securing the Note, and in order to charge the properties, interest and rights hereinafter described with such payment and performance and to secure additional advances, renewals, and extensions thereof and for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), Mortgagor does hereby mortgage, sell, pledge and assign to Mortgagee:

THE MORTGAGED PROPERTY

(A) Real property located in Walton County, Florida, more particularly described as follows:

Commencing at the Northeast Corner of Lot 2, Fractional Section 1, Township 2 South, Range 32 West, Escambia County, Florida; thence run West along the North line of said Lot 2 for 253 feet, thence 88 degrees 29 minutes left for 955.25 feet; thence 87 degrees 04 minutes 30 seconds left for 336.26 feet; thence 5 degrees left for 400 feet; thence 90 degrees right for 200 feet, more or less, to the North shore line of Perdido Bay and the point of beginning; thence run North along line last traversed for 200 feet, more or less, to the South line of clay road and previous traversed East-West line; thence 90 degrees right for 100 feet; thence 90 degrees right for 208 feet, more or less, to the North shore of Perdido Bay; thence run Northwesterly along the North shore line for 100.3 feet, more or less, to the point of beginning, all lying in Lot 1, Section 1, Township 2 South, Range 32, Santa Rosa County, Florida.

to have and to hold the same, together with all the improvements now and or hereafter erected on such property and all fixtures now or hereafter attached thereto, together with each and every tenements, hereditaments, easements, rights, powers, privileges, immunities and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, and also all the estate, right, title, interest, homestead, right of dower, separate estate, property, possession and claim whatsoever in law as well as in equity of Mortgagor of, in and to the same in every part and parcel thereof unto Mortgagee in fee simple.

(B) Together with security interest in all personal property and fixtures affixed to or located in the property described in paragraph (A).

(C) Together with all rent, leases, issues, profits, revenue, income and other benefits from the property described in paragraph (A) hereof to be applied to the indebtedness secured thereby, provided however, that permission is hereby given to Mortgagor so long as no default has occurred hereunder, to collect, receive and use such benefits from the property as they become due and payable, but not in advance thereof.

SW16-008

BK: 7470 PG: 375

PROVIDED ALWAYS, that if Mortgagor shall pay to Mortgagee the Note at the times and in the manner stipulated therein, and in all other instruments securing the Note, including renewals, extension or modification thereof, and in this Mortgage and in all other instruments securing the Note, to be kept, performed or observed by Mortgagor, then this Mortgage shall cease and be void, but shall otherwise remain in full force and effect.

Mortgagor covenants and agrees with Mortgagee as follows:

1. **COMPLIANCE WITH NOTE AND MORTGAGE: WARRANTY OF TITLE.** Mortgagor shall comply with all provisions of the Note, this Mortgage and of every other instrument securing the Note, and will promptly pay to Mortgagee the principal with interest thereon and all other sums required to be paid by Mortgagor under the Note and pursuant to the provisions of this Mortgage and of every other instrument securing the Note. Mortgagor is indefeasibly seized of the Mortgaged property in fee simple and Mortgagor has lawful authority to convey, mortgage and encumber the same as provided by the Mortgage, and does hereby so warrant.

2. **PAYMENT OF TAXES AND LIENS.** Mortgagor shall pay all the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature now on the Mortgaged Property or that hereinafter may be imposed, levied or assessed upon this Mortgage or the Mortgaged Property or upon the indebtedness secured hereby. All such payments to be made when due and payable according to law before they become delinquent and before any interest attaches or any penalty is incurred. Insofar as any indebtedness is of record the same shall be promptly satisfied and evidence of such satisfaction shall be given to Mortgagee.

3. **INSURANCE.** Mortgagor shall keep the Mortgaged Property and the improvements now existing or hereafter erected on the Mortgaged Property insured as may be required from time to time by Mortgagee against loss by fire, other hazards and contingencies in such amounts and for such periods as may be required by Mortgagee. Mortgagor shall pay promptly, when due, any premiums on such Insurance. All Insurance shall be carried with companies approved by Mortgagee and the policy and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor and in form acceptable to Mortgagee. In the event of loss, Mortgagor shall give immediate notice by mail to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor. Each Insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee instead of either to Mortgagor or Mortgagor and Mortgagee jointly. Insurance proceeds or any part thereof may be applied by Mortgagee at its option after deducting therefrom all its expenses including attorney fees either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. Mortgagee is hereby authorized at its option to settle and compromise any claims, awards, damages, rights of action and proceeds, and any other payment or relief under any insurance policy. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all rights, title and interest of Mortgagor in and to any Insurance policies then in force shall pass to the purchaser or grantee. Mortgagee may, at its option, require Mortgagor to deposit with Mortgagee on the first day of the month, in addition to making payments of principal and interest, until the Note is fully paid, an amount equal to one-twelfth (1/12) of the yearly premiums for all insurance. Such deposits shall not be, nor be deemed to be trust funds, but may be commingled with general funds of Mortgagee, and no interest shall be payable in respect thereof. Upon demand by Mortgagee, Mortgagor shall deliver to mortgagee such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such premiums when due. In the event of default under any of the terms, covenants and conditions in the Note, this Mortgage or any other instrument securing the Note to be performed or observed by Mortgagor, Mortgagee may apply to the reduction of the sums secured hereby, in such manner as Mortgagee shall determine any amount under this paragraph remaining to Mortgagor's credit and any return premium received from cancellation of any Insurance policy by Mortgagee upon foreclosure of this Mortgage.

4. **CONDEMNATION.** If the Mortgaged Property or any part thereof shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the Laws of the State of Florida or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness and other sums secured hereby shall, at the option of the Mortgagee, become immediately due and payable. Mortgagee shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto, are hereby assigned by Mortgagor to Mortgagee and Mortgagee may apply such funds as received by Mortgagee, as Mortgagee in its discretion may determine, to the reduction of the sums secured hereby, to any prepayment charge provided in the Note, this Mortgage or other

instruction securing the Note, and all Mortgagee's expenses, including attorney fees. Any balance of such monies then remaining shall be paid to Mortgagee. Mortgagee agrees to execute such further assignments or any compensations, awards, damages, claims, rights of action and proceeds as Mortgagee may require.

5. CARE OF MORTGAGED PROPERTY. Mortgagee shall not remove or demolish any building or other property forming a part of the Mortgaged Property without the written consent of Mortgagee. Mortgagee shall not permit, commit, or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof, and shall keep the same and improvements thereon in good condition and repair. Mortgagee shall notify Mortgagee in writing within five (5) days of any damage, or impairment of the Mortgaged Property. Mortgagee may, at Mortgagee's discretion, have the Mortgaged Property inspected at any time and Mortgagee shall pay all costs incurred by Mortgagee in executing such inspection.

6. MORTGAGEE'S RIGHT TO MAKE CERTAIN PAYMENTS. In the event Mortgagee fails to pay or discharge the taxes, assessments, levies, liabilities, obligations and encumbrances, or fails to keep the Mortgaged Property insured or to deliver the policies, premiums paid, or fails to repair the Mortgaged Property as herein agreed, Mortgagee may, at its own option, pay or discharge the taxes, assessments, levies, liabilities and obligations and encumbrances or any part thereof, to procure and pay for such insurance or to make and pay for such repairs. Mortgagee shall have no obligation on its part to determine the validity or necessity of any payment thereof and any such payment shall not waive or affect any option, lien equity or right of Mortgagee under or by virtue of this Mortgage. The full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined and together with such interest, shall be secured by the lien of this Mortgage. Nothing herein contained shall be construed as requiring Mortgagee to advance or expend monies for any of the purposes mentioned in this paragraph.

7. PAYMENT OF EXPENSES. Mortgagee shall pay all the costs, charges and expenses, including reasonable attorney's fees, disbursements and cost of abstracts of title, incurred or paid at any time by Mortgagee due to the failure on the part of Mortgagee promptly and fully to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of the Note and this Mortgage. Such costs, charges and expenses, shall be immediately due and payable, whether or not there be notice, demand, attempt to collect or suit pending. The full amount of each and every such payment shall bear interest from the date thereof until paid at the Default Rate, as herein defined. All such costs, charges and expenses so incurred or paid together with such interest shall be secured by the lien of this Mortgage and any other instrument securing the Note.

8. AFTER ACQUIRED PROPERTY. The lien of this Mortgage will automatically attach, without further act, to all after acquired property of whatever kind located in or on, or attached to, or used or intended to be used in connection with or in the operation of the Mortgaged Property.

9. ADDITIONAL DOCUMENTS. At all times this Mortgage is in effect, upon Mortgagee's request, Mortgagee shall make, execute and deliver or cause to be made, executed and delivered to Mortgagee and where appropriate, shall cause to be recorded or filed and thereafter to be re-recorded or refiled at such time and in such place as shall be deemed desirable by Mortgagee, any and all such further mortgages, instruments of further assurance, certificates and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, enlarge, perfect, or to continue and preserve the obligations of Mortgagee under the Note and this Mortgage and all other instruments securing the Note, and the lien of this Mortgage as a first prior lien upon all the Mortgaged Property. Upon any failure by Mortgagee to do so, Mortgagee may make, execute, record, file, re-record, or refile any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagee. Mortgagee hereby irrevocably appoints Mortgagee agent and attorney-in-fact of Mortgagee to do all things necessary to effectuate or assure compliance with this paragraph.

10. EVENT OF DEFAULT. Any one of the following shall constitute an event of default:

(a) Failure by Mortgagee to pay, as and when due and payable, any installments of principal or interest due under the Note, or any deposits for taxes and assessments or insurance premiums due hereunder, or any other sums to be paid by Mortgagee hereunder or under any other instrument securing the Note.

(b) Failure by Mortgagee to duly keep, perform and observe any other covenant, condition or agreement in the Note, this Mortgage, any other instrument securing the Note or any other instrument collateral to the Note or executed in connection with the sums secured hereby for a period of 10 days after Mortgagee gives written notice specifying the breach.

(c) If either Mortgagee or any guarantor or endorser of the Note: (i) files a voluntary petition in bankruptcy, (ii) is adjudicated a bankrupt or insolvent; or (iii) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution or similar relief for itself under any

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law relating to bankruptcy, insolvency or other relief for debtors, or (iv) seeks or consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself, or for all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, or (v) makes any general assignment for the benefit of creditors, or (vi) makes any admission in writing of its inability to pay its debts generally as they become due; or (vii) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Mortgagor or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days, whether or not consecutive from the date of entry thereof; or (viii) any trustee, receiver or liquidator of Mortgagor of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, is appointed without the prior written consent of Mortgagee, which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive.

(d) Any breach of any warranty or material untruth of any representation of Mortgagor contained in the Note, this Mortgage or any other instrument securing the Note.

(e) The occurrence of any default under the terms of any mortgage or other security instrument which creates a lien or other security interest on or in the Mortgaged Property.

11. ACCELERATION. If an event of default shall have occurred, Mortgagee may declare the outstanding principal amount of the Note and the interest accrued thereon, and all other sums secured hereby, to be due and payable immediately. Upon such declaration, such principal and interest and other sums shall immediately be due and payable without demand or notice.

12. REMEDIES AFTER DEFAULT. Upon the event of default, Mortgagee may proceed by suit at law or in equity or by any other appropriate proceeding or remedy to: (a) enforce payment of the Note or the performance of any term hereof or any other right; (b) foreclose this Mortgage and to sell, in its entirety or in separate lots or parcels, the Mortgaged Property under the judgment or decree of a court or courts of competent jurisdiction; (c) collect all rents, issues, profits, revenue, income and other benefits from the Mortgaged Property; (d) appoint a receiver to enter upon and take possession of the Mortgaged Property and to collect all rents, issues, profits, revenue, income and other benefits thereof and apply the same as a court may direct and such receiver shall have all rights and powers permitted under law; and (e) pursue any other remedy available to it. Mortgagee shall take action either by such proceedings or by the exercise of its power with respect to entry or taking possession, or both, as Mortgagee may determine.

13. NO WAIVER. No delay or omission of Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any event of default or to constitute acquiescence therein.

14. NON-EXCLUSIVE REMEDIES. No right, power or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage or any other instrument securing the Note is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other instrument securing this Note, now or hereafter existing at law in equity or by statute.

15. SUCCESSORS AND ASSIGNS BOUND. Whenever one of the parties hereto is named or referred to herein, the heirs, successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage, by or in behalf of Mortgagor or Mortgagee, shall bind and inure to the benefits of their respective heirs, successors and assigns, whether or not so expressed.

16. MISCELLANEOUS. In the event that any of the covenants, agreements, terms, or provisions contained in the Note, Mortgage or any other instrument securing the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note and any other instrument securing the Note shall be in no way affected, prejudiced or disturbed thereby.

17. ATTORNEY'S FEES. The term "attorney fees" as used in the Mortgage includes any and all legal fees of whatever nature, including but not limited to, fees resulting from any appeal or an interlocutory order or final judgment or any other appellate proceeding arising out of any litigation.

18. FUTURE ADVANCES. This Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of Mortgagee, or otherwise, as are

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made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, but such secured indebtedness shall not exceed at any time the maximum principal amount of two times the amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, levies, or insurance, on the Mortgaged Property, with interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of the Mortgagee, or otherwise, may be made either prior to or after the due date of the Note or any other notes secured by this Mortgage. This Mortgage is given for the specific purpose of securing any and all indebtedness by the Mortgagor to Mortgagee (but in no event shall the secured indebtedness exceed at any time the maximum principal amount set forth in this paragraph) in whatever manner this indebtedness may be evidenced or represented until this Mortgage is satisfied of record. All covenants and agreements contained in this Mortgage shall be applicable to all further advances made by Mortgagee to Mortgagor under this future advance clause.

19. OBLIGATION OF MORTGAGOR. Mortgagor shall pay the cost of releasing or satisfying this Mortgage of record.

20. NO TRANSFER. It is understood and agreed by Mortgagor that as part of the inducement to Mortgagee to make the loan evidenced by the Note, Mortgagee has considered and relied in the credit worthiness and reliability of Mortgagor. Mortgagor covenants and agrees not to sell, convey, transfer, lease or further encumber any interest in or any part of the Mortgaged Property without the prior written consent of Mortgagee. Any such sale, conveyance, transfer, lease or encumbrance made without Mortgagee's prior written consent shall be void and constitute a default hereunder. If any person should obtain an interest in all or any part of the Mortgaged Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Mortgagor and as event of default hereunder.

21. DEFAULT RATE. The Default Rate shall be the highest rate permitted by applicable law.

22. CHANGES TO MORTGAGE. All changes, alterations, deletions or additions to the substance of any paragraph in the Mortgage which have been agreed to between Mortgagor and Mortgagee have been initialed by Mortgagor as additional proof of Mortgagor's consent.

23. WAIVER OF TRIAL BY JURY. Mortgagor and Mortgagee (by its acceptance hereof) hereby knowingly, voluntarily, and intentionally waive the right they may have to a trial by jury in respect of any litigation based hereon, or arising out of, under, or in connection with this Mortgage and Security Agreement, the indebtedness secured hereby and any other document contemplated to be executed in conjunction with the loan or loans secured hereby, or any course of conduct, course of dealing, statements (whether verbal or written), or actions of either party. This provision is a material inducement for Mortgagee to enter into any loan transaction secured hereby.

****24. ADDITIONAL PARAGRAPHS.** In the event Mortgagor and Mortgagee agree to further covenants in this Mortgage requiring an additional paragraph or paragraphs, such paragraph or paragraphs shall be attached to this Mortgage under the heading of "Rider" and shall be part of this Mortgage as is set out in full herein.

IN WITNESS WHEREOF, this instrument has been executed on the date first written above.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Type Name: J. Randolph Osborne

Justin Osborne

Type Name: Aaron Heintzelman



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STATE OF FLORIDA

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 22 day of January, 2016, by Justin Osborne, () who is personally known to me or (X) who produced the following as identification: Government ID.

WITNESS my hand and seal this _____ day of January, 2016.

Affix Seal:



Aaron Heintzelman
Type Name: Aaron Heintzelman
NOTARY PUBLIC
My Commission Expires: may 23, 2017

**Recorded in Public Records 9/25/2019 2:10 PM OR Book 8171 Page 337,
Instrument #2019084760, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$10.00**

This Instrument Was Prepared
By And Is To Be Returned To:
Processing,
Emerald Coast Utilities Authority
9255 Sturdevant Street
Pensacola, Florida 32514-0311



NOTICE OF LIEN

STATE OF FLORIDA COUNTY OF ESCAMBIA

Notice is hereby given that the EMERALD COAST UTILITIES AUTHORITY has a lien against the following described real property situated in Escambia County, Florida, for water, wastewater and/or sanitation service provided to the following customer:

BEG AT NE COR OF LT 2 FRAC SEC 1 TH W ALG N LI OF LT 2 253 FT 88 DEG 29 MIN LEFT 955 25/100 FT 87 DEG 04 MIN 30...

Customer: Justin Osborne

Account Number: 386955-124855

Amount of Lien: \$191.19, together with additional unpaid utility service charges, if any, which may accrue subsequent to the date of this notice and simple interest on unpaid charges at 18 percent per annum, or at such lesser rate as may be allowed by law.

This lien is imposed in accordance with Section 159.17, Florida Statutes, Chapter 92-248, Laws of Florida, as amended and Emerald Coast Utilities Authority Resolution 87-10, as amended, and this lien shall be prior to all other liens on such lands or premises except the lien of state, county, and municipal taxes and shall be on a parity with the lien of such state, county, and municipal taxes.

Provided however, that if the above-named customer has conveyed said property by means of deed recorded in the public records of Escambia County, Florida, prior to the recording of this instrument, or if the interest of the above-named customer is foreclosed by a proceeding in which notice of lis pendens has been filed prior to the recording of this instrument, this lien shall be void and of no effect.

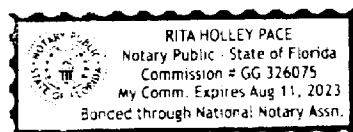
Dated: September 23, 2019

EMERALD COAST UTILITIES AUTHORITY

BY: Latasha Gillis

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23 day of September, 2019, by Latasha Gillis of the Emerald Coast Utilities Authority, who is personally known to me and who did not take an oath.



Rita Holley Pace
Notary Public - State of Florida

RWK:ls
Revised 05/31/11

**Recorded in Public Records 2/6/2020 9:59 AM OR Book 8243 Page 286,
Instrument #2020011058, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$10.00**

THIS INSTRUMENT PREPARED BY:

Name: _____
Address: _____STATE OF FLORIDA
COUNTY OF ESCAMBIAPermit Number 191228750 BD **NOTICE OF COMMENCEMENT**
Parcel ID Number (PID) 01-25-32

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. **DESCRIPTION OF PROPERTY:** (legal description of the property, and street address if available. Attach a separate if necessary)
Beg at NE corner of LT 2 FRAC SEC 1 THW ALG N LI OF LT 2 253 FT 88 DEG 29 MIN LEFT
955 251100 FT 87 DEG 04 MIN 30

2. **GENERAL DESCRIPTION OF IMPROVEMENT:** *Tear off + re roof Asphalt shingles*3. **OWNER INFORMATION:**Name and address: Justin Osborne 5887 Hurst Hammock Rd
Interest in property: _____
Name and address of fee simple titleholder (if other than Owner): _____4. **CONTRACTOR:** (name, address and phone number): Archer Exteriors
341 Harding Hwy Pitts Grove NJ 083185. **SURETY:**Name, address and phone number: _____
Amount of bond \$ _____6. **LENDER:** (name, address and phone number) _____

7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) _____

8. In addition to him/herself, Owner designates _____ of _____
receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.

9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

OWNER'S SIGNATURE

OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 3 day of February, 2020 by Justin Osborne
personally known Who is personally known to me OR who has produced identification
 VERIFICATION PURSUANT TO § 92.525 FLORIDA STATUTES

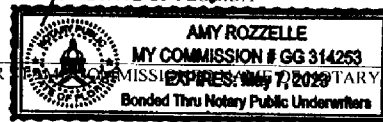
UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IT
 ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER

NOTARY PUBLIC - STATE OF FLORIDA

SIGNATORY'S TITLE/OFFICE

PRINT OR



ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/8/09