



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

0222-41

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	CITRUS CAPITAL HOLDINGS, LLC CITRUS CAPITAL HOLDINGS FBO SEC PTY PO BOX 54226 NEW ORLEANS, LA 70154-4226	Application date	Apr 16, 2021
Property description	SLAUGHTER HAROLD J SLAUGHTER AUDREY 8011 ATILLA AVE PENSACOLA, FL 32534 8011 ATILLA AVE 03-0220-000 LT 5 BLK 16 OLIVE MANOR PB 1 P 7 OR 4152 P 1267	Certificate #	2019 / 1010
		Date certificate issued	06/01/2019

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)
# 2019/1010	06/01/2019	274.24	13.71	287.95
# 2020/1116	06/01/2020	283.30	14.17	297.47
→ Part 2: Total*				585.42

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)
# /					
Part 3: Total*					0.00

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)	585.42
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	246.76
4. Property information report fee	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)	1,207.18

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: Condice Lewis
Signature, Tax Collector or Designee

Escambia, Florida

Date April 27th, 2021

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.	15,122.00
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>02/07/2022</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS

+12.50

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.

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2100245

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

CITRUS CAPITAL HOLDINGS, LLC
CITRUS CAPITAL HOLDINGS FBO SEC PTY
PO BOX 54226
NEW ORLEANS, LA 70154-4226,

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
03-0220-000	2019/1010	06-01-2019	LT 5 BLK 16 OLIVE MANOR PB 1 P 7 OR 4152 P 1267

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
CITRUS CAPITAL HOLDINGS, LLC
CITRUS CAPITAL HOLDINGS FBO SEC PTY
PO BOX 54226
NEW ORLEANS, LA 70154-4226

04-16-2021
Application Date

Applicant's signature



Chris Jones

Escambia County Property Appraiser


[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)

[←](#) Nav. Mode
 ☒ Account
 ☐ Reference
 [→](#)

[Printer Friendly Version](#)

General Information Reference: 221S302401005016 Account: 030220000 Owners: SLAUGHTER HAROLD J SLAUGHTER AUDREY Mail: 8011 ATILLA AVE PENSACOLA, FL 32534 Situs: 8011 ATILLA AVE 32534 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 <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2020</td> <td>\$7,140</td> <td>\$46,240</td> <td>\$53,380</td> <td>\$30,244</td> </tr> <tr> <td>2019</td> <td>\$7,268</td> <td>\$43,158</td> <td>\$50,426</td> <td>\$29,565</td> </tr> <tr> <td>2018</td> <td>\$7,268</td> <td>\$40,074</td> <td>\$47,342</td> <td>\$29,014</td> </tr> </tbody> </table> Disclaimer Market Value Breakdown Letter Tax Estimator File for New Homestead Exemption Online Report Storm Damage		Year	Land	Imprv	Total	Cap Val	2020	\$7,140	\$46,240	\$53,380	\$30,244	2019	\$7,268	\$43,158	\$50,426	\$29,565	2018	\$7,268	\$40,074	\$47,342	\$29,014
Year	Land	Imprv	Total	Cap Val																			
2020	\$7,140	\$46,240	\$53,380	\$30,244																			
2019	\$7,268	\$43,158	\$50,426	\$29,565																			
2018	\$7,268	\$40,074	\$47,342	\$29,014																			
Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>07/1997</td> <td>4152</td> <td>1267</td> <td>\$100</td> <td>QC</td> <td></td> </tr> <tr> <td>06/1997</td> <td>4152</td> <td>165</td> <td>\$100</td> <td>OT</td> <td></td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller		Sale Date	Book	Page	Value	Type	Official Records (New Window)	07/1997	4152	1267	\$100	QC		06/1997	4152	165	\$100	OT		2020 Certified Roll Exemptions HOMESTEAD EXEMPTION Legal Description LT 5 BLK 16 OLIVE MANOR PB 1 P 7 OR 4152 P 1267 Extra Features None			
Sale Date	Book	Page	Value	Type	Official Records (New Window)																		
07/1997	4152	1267	\$100	QC																			
06/1997	4152	165	\$100	OT																			
Parcel Information <div style="float: right;">Launch Interactive Map</div> <div style="clear: both;"></div> <div style="display: flex;"> <div style="flex: 1;"> Section Map Id: 22-1S-30-1 Approx. Acreage: 0.1651 Zoned: HDMU Evacuation & Flood Information Open Report </div> <div style="flex: 2; text-align: center;"> </div> </div> <div style="text-align: center; margin-top: 10px;"> View Florida Department of Environmental Protection(DEP) Data </div>																							
Buildings Address: 8011 ATILLA AVE, Year Built: 1961, Effective Year: 1961, PA Building ID#: 54767 <div style="border: 1px solid black; padding: 2px;"> Structural Elements DECOR/MILLWORK-AVERAGE DWELLING UNITS-1 </div>																							

EXTERIOR WALL-SIDING-SHT.AVG.
FLOOR COVER-VINYL/CORK
FOUNDATION-WOOD/NO SUB FLR
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-3
NO. STORIES-1
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-GABLE
STORY HEIGHT-0
STRUCTURAL FRAME-WOOD FRAME

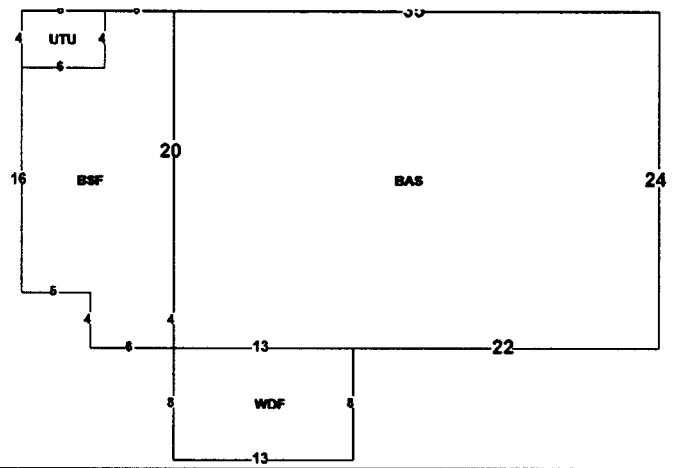
 Areas - 1188 Total SF

BASE AREA - 840

BASE SEMI FIN - 220

UTILITY UNF - 24

WOOD DECK FIN - 104



Images



8/8/18

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:05/03/2021 (tc.34502)

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **CITRUS CAPITAL HOLDINGS LLC** holder of **Tax Certificate No. 01010**, issued the **1st day of June, A.D., 2019** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

LT 5 BLK 16 OLIVE MANOR PB 1 P 7 OR 4152 P 1267

SECTION 22, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 030220000 (0222-41)

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

HAROLD J SLAUGHTER and AUDREY SLAUGHTER

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 **7th day of February 2022**.

Dated this 14th day of May 2021.

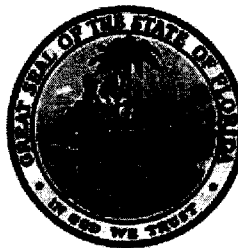
In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding 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

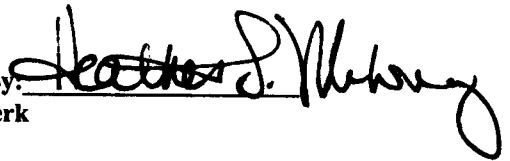
**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 030220000 Certificate Number: 001010 of 2019**

**Payor: HAROLD & AUDREY SLAUGHTER 8011 ATILLA AVE PENSACOLA, FL 32534 Date
09/10/2021**

Clerk's Check # 1189534
Tax Collector Check # 1

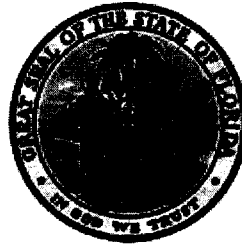
Clerk's Total	\$537.05
Tax Collector's Total	\$1,400.76
Postage	\$60.00
Researcher Copies	\$0.00
Recording	\$10.00
Prep Fee	\$7.00
Total Received	\$2,014.81 \$1509.25

**PAM CHILDERS
Clerk of the Circuit Court**

Received By: 
Deputy Clerk

Escambia County Government Complex • 221 Palafox Place Ste 110 • PENSACOLA, FLORIDA 32502
(850) 595-3793 • FAX (850) 595-4827 • <http://www.clerk.co.escambia.fl.us>

PAM CHILDERS
 CLERK OF THE CIRCUIT COURT
 ARCHIVES AND RECORDS
 CHILDSUPPORT
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 COUNTY CIVIL
 COUNTY CRIMINAL
 DOMESTIC RELATIONS
 FAMILY LAW
 JURY ASSEMBLY
 JUVENILE
 MENTAL HEALTH
 MIS
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 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 # 2019 TD 001010
 Redeemed Date 09/10/2021**

Name HAROLD & AUDREY SLAUGHTER 8011 ATILLA AVE PENSACOLA, FL 32534

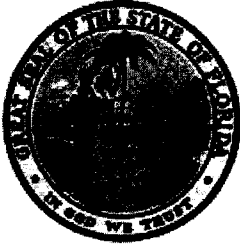
Clerk's Total = TAXDEED	\$537.05
Due Tax Collector = TAXDEED	\$1,400.76
Postage = TD2	\$60.00
ResearcherCopies = TD6	\$0.00
Release TDA Notice (Recording) = RECORD2	\$10.00
Release TDA Notice (Prep Fee) = TD4	\$7.00

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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FINANCIAL SUMMARY

No Information Available - See Dockets



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 030220000 Certificate Number: 001010 of 2019

Redemption Application Date Interest Rate

Final Redemption Payment
ESTIMATED

Redemption Overpayment ACTUAL

Auction Date

Redemption Date



Months	10	5
Tax Collector	<input type="text" value="\$1,207.18"/>	<input type="text" value="\$1,207.18"/>
Tax Collector Interest	<input type="text" value="\$181.08"/>	<input type="text" value="\$90.54"/>
Tax Collector Fee	<input type="text" value="\$12.50"/>	<input type="text" value="\$12.50"/>
Total Tax Collector	<input type="text" value="\$1,400.76"/>	<input type="text" value="\$1,310.22"/>
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	<input type="text" value="\$70.05"/>	<input type="text" value="\$35.03"/>
Total Clerk	<input type="text" value="\$537.05"/>	<input type="text" value="\$502.03"/>
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="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	<input type="text" value="\$2,014.81"/>	<input type="text" value="\$1,829.25"/>
Repayment Overpayment Refund Amount		<input type="text" value="\$185.56"/>
Book/Page	<input type="text" value="8531"/>	<input type="text" value="509"/>

TOTC

Taxe
Redeemed

TOTC#

Notes

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 8531, Page 509, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 01010, issued the 1st day of June, A.D., 2019

TAX ACCOUNT NUMBER: 030220000 (0222-41)

DESCRIPTION OF PROPERTY:

LT 5 BLK 16 OLIVE MANOR PB 1 P 7 OR 4152 P 1267

SECTION 22, TOWNSHIP 1 S, RANGE 30 W

NAME IN WHICH ASSESSED: HAROLD J SLAUGHTER and AUDREY SLAUGHTER

Dated this 10th day of September 2021.



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 #: 03-0220-000 CERTIFICATE #: 2019-1010

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 15, 2001 to and including November 15, 2021 Abstractor: Cody Campbell

BY

Michael A. Campbell,
As President
Dated: November 24, 2021

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

November 24, 2021

Tax Account #: **03-0220-000**

1. The Grantee(s) of the last deed(s) of record is/are: **HAROLD J. SLAUGHTER AND AUDREY SLAUGHTER**

By Virtue of Quit Claim Deed recorded 7/22/1997 in OR 4152/1267

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 EquiCredit Corporation of America recorded 2/1/2001 – OR 4655/944, together with Assignment recorded 6/5/2007 – OR 6157/734**

4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 03-0220-000

Assessed Value: \$30,244.00

Exemptions: HOMESTEAD EXEMPTION

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 7, 2022

TAX ACCOUNT #: 03-0220-000

CERTIFICATE #: 2019-1010

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	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Homestead for <u>2020</u> tax year.

HAROLD J. SLAUGHTER
AND AUDREY SLAUGHTER
8011 ATILLA AVE
PENSACOLA, FL 32534

EQUICREDIT CORPORATION OF AMERICA
9000 SOUTHSIDE BLVD, FL9-400-05-41
JACKSONVILLE, FL 32256

Certified and delivered to Escambia County Tax Collector, this 16th day of November, 2021.

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 24, 2021

Tax Account #:03-0220-000

**LEGAL DESCRIPTION
EXHIBIT "A"**

LT 5 BLK 16 OLIVE MANOR PB 1 P 7 OR 4152 P 126

SECTION 22, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 03-0220-000 (0222-41)

OR BK 4152 PG1267
Escambia County, Florida
INSTRUMENT 97-402940

DEED DOC STAMPS PD # ESC CD \$ 0.70
07/22/97 ERNIE LEE MAGAHA, CLERK
By: Ernie Lee Magaha

RCD Jul 22, 1997 08:28 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 97-402940

QUIT CLAIM DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

8011 Atilla Avenue
Pensacola, FL 32505
Grantees Address

KNOW ALL MEN BY THESE PRESENTS: That We, MARIE B. SLAUGHTER and LEON SLAUGHTER, for and in consideration of one dollar the receipt whereof is hereby acknowledged do remise, release, and quit claim unto HAROLD J. SLAUGHTER and AUDREY SLAUGHTER, husband and wife, and assigns, forever, the following described property, situated in the County of Escambia, State of Florida to-wit:

Lots Five (5), Block Sixteen (16), OLIVE MANOR, being a subdivision of the South Nine Hundred Ninety (990) feet of Lot Two (2), Section 22, Township One, Range 30 West, Escambia County, Florida, recorded in Plat Book 1 at page 7, in the public records of Escambia County, Florida.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 8th day of July, A.D. 1997.

Tracy Brown
TRACY BROWN

Marie B. Slaughter (SEAL)
MARIE B. SLAUGHTER

Frederick J. Gant
FREDERICK J. GANT

Leon Slaughter (SEAL)
LEON SLAUGHTER

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of July, 1997 by MARIE B. SLAUGHTER and LEON SLAUGHTER, who is personally known to me or produced as identification and who did () did not (✓) take an oath.

Tracy Brown
Notary Public
My Comm. Expires:



THIS INSTRUMENT PREPARED BY:

✓ FREDERICK J. GANT
ALLBRITTON & GANT, P.A.
Attorneys at Law
322 W. Cervantes Street
Pensacola, Florida 32501
(904) 433-3230

DR BK 4655 PG0944
Escambia County, Florida
INSTRUMENT 2001-809760

NOTES DOC STAMPS PD # ESC CO \$ 179.20
02/01/01 ERNIE LEE WHELAN, CLERK
By: *[Signature]*

INTANGIBLE TAX PD # ESC CO \$ 102.36
02/01/01 ERNIE LEE WHELAN, CLERK
By: *[Signature]*

2850
17436
12/31/01
THIS INSTRUMENT
PREPARED BY and RETURN TO
DENIS A. BRASLOW
ATTORNEY AT LAW
700 SOUTH PALAFOX ST., STE 315
PENSACOLA, FL 32501

This instrument was prepared by: Leigh Ewell
EquiCredit Corp./Secondary Marketing Dept.
P.O. Box 44136/DOC. CONTROL DIV.
Jacksonville, FL 32231

Space Above Line For Recorder's Use

MORTGAGE

Loan Number: 8030049913

THIS MORTGAGE is made this 25th day of January, 2001 between the Mortgagor,
HAROLD J. SLAUGHTER AND AUDREY SLAUGHTER, HUSBAND AND WIFE (herein "Borrower"),
and the Mortgagee, EquiCredit Corporation of America, a corporation organized and
existing under the laws of Delaware, whose address is 9550 Regency Square Blvd. Suite 801
Jacksonville, FL 32225 (herein "Lender").

Whereas, Borrower is indebted to Lender in the principal sum of U.S. \$ 51,179.00, which indebtedness is evidenced
by Borrower's note dated January 15, 2001 and extensions and renewals thereof (herein "Note"), providing for monthly installments
of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on February 1, 2031.

To Secure to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon, the payment of all other sums, with
interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of
Borrower herein contained, Borrower does hereby grant and convey to Lender, with power of sale, the following described property located in the
County of ESCAMBIA, State of Florida:

LOT FIVE (5), BLOCK SIXTEEN (16), OLIVE MANOR BEING A SUBDIVISION OF
THE SOUTH NINE HUNDRED NINETY (990) FEET OF LOT TWO (2), SECTION 22,
TOWNSHIP ONE, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, RECORDED IN
PLAT BOOK 1 AT PAGE 7, IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

which has the address of 8011 ATILLA AVENUE PENSACOLA, FL 32534
(Street, City, State, Zip Code) (herein "Property Address").

Together with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which
shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the
leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

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

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

I. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and
interest on the debt evidenced by the Note and any prepayment, late charges and other charges due under the Note.

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2. **Funds for Taxes and Insurance.** Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property ("Property Taxes") which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any. In the event Borrower fails to pay any due and payable Property Taxes, Lender may, in its sole discretion, pay such charges and add the amounts thereof to the principal amount of the loan secured by the Mortgage on which interest shall accrue at the contract rate set forth in the Note.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. In the event Borrower fails to maintain hazard insurance (including any required flood insurance) in an amount sufficient to satisfy all indebtedness, fees, and charges owed Lender (in addition to payment of all liens and charges which may have priority over Lender's interest in the property), Lender may, in its sole discretion, obtain such insurance naming Lender as the sole beneficiary (single interest coverage). Lender may add any premiums paid for such insurance to the principal amount of the loan secured by this Mortgage on which interest shall accrue at the contract rate set forth in the Note.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. **Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, (including without limitation) then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. In addition, Grantor (Mortgagor) covenants at all times to do all things necessary to defend the title to all of the said property, but the Beneficiary (Mortgagee) shall have the right at any time to intervene in any suit affecting such title and to employ independent counsel in connection with any suit to which it may be a party by intervention or otherwise, and upon demand Grantor (Mortgagor) agrees either (1) to pay the Beneficiary all reasonable expenses paid or incurred by it in respect to any such suit affecting title to any such property, or affecting the Beneficiary's (Mortgagee's) liens or rights hereunder, including, reasonable fees to the Beneficiary's (Mortgagee's) attorneys or (2) to permit the addition of such expenses, costs, and attorney's fees to the principal balance of the Note(s) secured by this Deed of Trust (Mortgage) on which interest shall accrue at the Note rate.

If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. **Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. **Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. **Borrower's Copy.** Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

15. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or an interest therein is sold or transferred by Borrower (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person or persons but is a corporation, partnership, trust or other legal entity) without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage which does not relate to a transfer of rights of occupancy in the property, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 17 hereof.

Lender may consent to a sale or transfer if (1) Borrower causes to be submitted to Lender information required by Lender to evaluate the transferee as if a new loan were being made to the transferee, (2) Lender reasonably determines that Lender's security will not be impaired and that the risk of a breach of any covenant or agreement in this Mortgage is acceptable, (3) interest will be payable on the sums secured by this Mortgage at a rate acceptable to Lender, (4) changes in the terms of the Note and this Mortgage required by Lender are made, including, for example, periodic adjustment in the interest rate, a different final payment date for the loan, and addition of unpaid interest to principal; and (5) the transferee signs an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Mortgage, as modified if required by Lender. To the extent permitted by applicable law, Lender also may charge a reasonable fee as a condition to Lender's consent to any sale or transfer.

Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. **Acceleration; Remedies.** Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports.

18. **Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage; and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

19. **Assignment of Rents; Appointment of Receiver.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. **Release.** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. **Attorneys' Fees.** As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, which may be awarded by an appellate court.

22. **Riders to this Mortgage.** If one or more riders are executed by Borrower and recorded together with this Mortgage, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage. [Check applicable box(es)]

☒ Adjustable Rate Rider

☐ Condominium Rider

☐ 1-4 Family Rider

☐ Planned Unit Development Rider

☐ Other(s) (specify):

23. **Conformity With Laws.** If any provision of this Mortgage (Deed of Trust) is found to be in violation of any law, rule or regulation which affects the validity and/or enforceability of the Note and/or Mortgage (Deed of Trust), that provision shall be deemed modified to comply with applicable law, rule, or regulation.

**REQUEST FOR NOTICE OF DEFAULT
AND FORECLOSURE UNDER SUPERIOR
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

In Witness Whereof, Borrower has executed this Mortgage

NOTICE TO BORROWER

Do not sign this Mortgage if it contains blank spaces. All spaces should be completed before you sign.
Signed, sealed and delivered in the presence of:

Name: Sheryl Bertsch

Name: Denis A. Braslow

Name: AUDREY SLAUGHTER (Seal)
Address: 8011 ATILLA AVENUE PENSACOLA FL 32534
Borrower

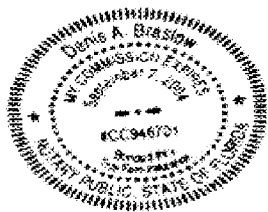
Name: HAROLD J. SLAUGHTER (Seal)
Address: 8011 ATILLA AVENUE PENSACOLA FL 32534
Borrower

Name: _____ (Seal)
Address: _____
Borrower

State of Florida
County of X Escambia

The foregoing instrument was acknowledged before me this 25th day of January, 2001, by AUDREY SLAUGHTER and HAROLD J. SLAUGHTER, who is/are personally known to me or who has produced FLORIDA DRIVER'S LICENSE(S) as identification and who did take an oath.

(Seal)



Notary Public
Name: X
My Commission Expires

Loan Number: 8030049913

ADJUSTABLE RATE RIDER

(libor index - rate caps)

THIS ADJUSTABLE RATE RIDER is made this 25th day of January 2001, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to:

EquiCredit Corporation of America (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

8011 ATILLA AVENUE, PENSACOLA, FL 32534

(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

Additional Covenants. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 9.970%. The Note provides for changes in the interest rate and the monthly payments, as follows:

(A) Change Dates

The interest rate I will pay may change on the first day of February, 2003, and on that day every six months thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an index. The "Index" is the London Interbank Offered Rate for dollar deposits having a maturity of six months ("LIBOR") as reported in the Wall Street Journal published in Orlando, Florida. The most recent index figure available as of the 15th day of the month or next business day thereafter of the month which is two months prior to the change date is called the "Current Index."

If the index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding five 5.670 percentage points (5.670%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.970% or less than 9.970%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than one percentage point (1.00%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 18.250% nor less than the initial rate.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

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B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 17 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if new loan were being made to the transferee, and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.


Borrower **AUDREY SLAUGHTER**


Borrower **HAROLD J. SLAUGHTER**

Borrower

REC'D Feb 01, 2001 08:26 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-809760



ESCAMBIA COUNTY, FLORIDA

SELLER'S SERVICING#: 8030049913 "SLAUGHTER" EQUI01

THE UNDERSIGNED DOES HEREBY AFFIRM THAT THIS DOCUMENT SUBMITTED FOR
RECORDING DOES NOT CONTAIN A SOCIAL SECURITY NUMBER.

Date of Assignment: 05/08/2007

Assignor: THE BANK OF NEW YORK, AS TRUSTEE FOR THE HOLDERS OF THE EQCC ASSET
BACKED CERTIFICATES, SERIES 2001-2, BY SELECT PORTFOLIO SERVICING F/K/A
FAIRBANKS CAPITAL CORP. AS ATTORNEY-IN-FACT at 3815 SOUTH WEST TEMPLE, SALT LAKE
CITY, UT 84115

Assignee: EQUICREDIT CORPORATION OF AMERICA at 9000 SOUTHSIDE BLVD, MAIL CODE
FL9-400-05-41, JACKSONVILLE, FL 32256

Executed By: HAROLD J. SLAUGHTER AND SUDREY SLAUGHTER, HUSBAND AND WIFE To:
EQUICREDIT CORPORATION OF AMERICA

Mortgage Dated 01/25/2001 and Recorded 02/01/2001 as Instrument/Document No.
2001-809760 in Book/Reel/Liber 4655 Page/Folio 0944 In ESCAMBIA COUNTY,
FLORIDA.

Property Address: 8011 ATILLA AVE. PENSACOLA , FL 32534

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of TEN and
NO/100ths DOLLARS and other good and valuable consideration, paid to the above
named Assignor, the receipt and sufficiency of which is hereby acknowledged, the
said Assignor hereby assigns unto the above-named Assignee, the said Mortgage
together with the Note or other evidence of indebtedness (the "Note"), said Note
having an original principal sum of \$51,179.00 with interest, secured thereby,
together with all moneys now owing or that may hereafter become due or owing in
respect thereof, and the full benefit of all the powers and of all the covenants
and provisos therein contained, and the said Assignor hereby grants and conveys
unto the said Assignee, the Assignor's beneficial interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage and Note, and also the said property
unto the said Assignee forever, subject to the terms contained in said Mortgage
and Note.

The Bank of New York, as trustee for the
holders of the EQCC Asset Backed
Certificates, Series 2001-2, by Select
Portfolio Servicing f/k/a Fairbanks Capital
Corp. as attorney-in-fact
On 5/8/07 (DATE)

By: [Signature]
JEFF YOUNG, V.P.



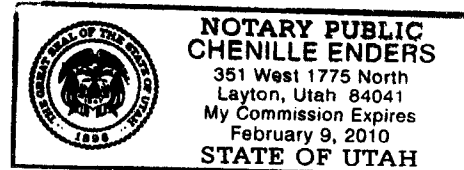
WITNESS [Signature]
M. WEBB

WITNESS [Signature]
M. VILLAGRAN

STATE OF Utah
COUNTY OF Salt Lake

ON 5/8/07, before me, CHENILLE ENDERS, a Notary Public in and for Salt Lake
County, in the State of Utah, personally appeared before me Jeff Young, V.P. who
being duly sworn did say that he/they is/are the signatories authorized by the
entity named in the within document to execute same, and he/they did acknowledge
to me that he/they executed same.

[Signature]
CHENILLE ENDERS
Notary Expires: 02/09/2010 #563192



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(This area for notarial seal)

Prepared By: Suzanne Baw, EquiCredit Corporation,
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