# CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

FLORIDA

DR-513
Rule 12D-16.002 F.A.C
Effective 07/19


0422.67

| Part 1: Tax Deed Application Information | | | |
|---|---|---|---|
| Applicant Name<br>Applicant Address | KEYS FUNDING LLC - 1019<br>US BANK CF KEYS FUNDING LLC - 1019<br>PO BOX 645040<br>CINCINNATI, OH 45264-5040 | Application date | Apr 22, 2021 |
| Property description | ELLIS KEVIN C<br>7401 FRANK REEDER RD<br>PENSACOLA, FL 32526<br>7401 FRANK REEDER RD<br>10-2438-100<br>BEG AT NE COR OF SEC S 20 FT W 660 FT FOR POB CONT W 165 FT S 309 74/100 FT E 165 FT N 309 74/100 FT (Full legal attached.) | Certificate # | 2019 / 5460 |
| | | Date certificate issued | 06/01/2019 |

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

| Column 1<br>Certificate Number | Column 2<br>Date of Certificate Sale | Column 3<br>Face Amount of Certificate | Column 4<br>Interest | Column 5: Total<br>(Column 3 + Column 4) |
|---|---|---|---|---|
| # 2019/5460 | 06/01/2019 | 841.41 | 42.07 | 883.48 |
| | | | **➔Part 2: Total*** | **883.48** |

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

| Column 1<br>Certificate Number | Column 2<br>Date of Other Certificate Sale | Column 3<br>Face Amount of Other Certificate | Column 4<br>Tax Collector's Fee | Column 5<br>Interest | Total<br>(Column 3 + Column 4 + Column 5) |
|---|---|---|---|---|---|
| # 2020/5846 | 06/01/2020 | 847.18 | 6.25 | 42.36 | 895.79 |
| | | | | **Part 3: Total*** | **895.79** |

**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) | 1,779.27 |
| 2. Delinquent taxes paid by the applicant | 0.00 |
| 3. Current taxes paid by the applicant | 787.19 |
| 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) | 2,941.46 |

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: Shirley Rich, CFCA

Signature, Tax Collector or Designee

Escambia, Florida

Date May 4th, 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. | 43,015.50 |
| 16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable) | |
| | |

Sign here: _____ Date of sale 4 April 2022
Signature, Clerk of Court or Designee

## INSTRUCTIONS

**PLUS $6.25**

**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 SEC S 20 FT W 660 FT FOR POB CONT W 165 FT S 309 74/100 FT E 165 FT N 309 74/100 FT TO POB OR 4388 P 630 OR 7403 P 1667

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2100438

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

KEYS FUNDING LLC - 1019
US BANK CF KEYS FUNDING LLC - 1019
PO BOX 645040
CINCINNATI, OH 45264-5040,

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 |
|---|---|---|---|
| 10-2438-100 | 2019/5460 | 06-01-2019 | BEG AT NE COR OF SEC S 20 FT W 660 FT FOR POB CONT W 165 FT S 309 74/100 FT E 165 FT N 309 74/100 FT TO POB OR 4388 P 630 OR 7403 P 1667 |

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
KEYS FUNDING LLC - 1019
US BANK CF KEYS FUNDING LLC - 1019
PO BOX 645040
CINCINNATI, OH 45264-5040

Applicant's signature

04-22-2021
Application Date

# Chris Jones
# Escambia County Property Appraiser

**Real Estate Search** **Tangible Property Search** **Sale List**

Nav. Mode ◉ Account ○ Reference

Printer Friendly Version

**General Information**

| | |
|---|---|
| **Reference:** | 021S321101001002 |
| **Account:** | 102438100 |
| **Owners:** | ELLIS KEVIN C |
| **Mail:** | 7401 FRANK REEDER RD<br>PENSACOLA, FL 32526 |
| **Situs:** | 7401 FRANK REEDER 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* |
|---|---|---|---|---|
| 2020 | $23,400 | $96,872 | $120,272 | $86,031 |
| 2019 | $13,894 | $90,414 | $104,308 | $84,097 |
| 2018 | $13,894 | $85,106 | $99,000 | $82,529 |

**Disclaimer**

**Market Value Breakdown Letter**

**Tax Estimator**

**File for New Homestead Exemption Online**

**Report Storm Damage**

**Sales Data**

| Sale Date | Book | Page | Value | Type | Official Records (New Window) |
|---|---|---|---|---|---|
| 09/09/2015 | 7403 | 1667 | $100 | OT | |
| 03/1999 | 4388 | 630 | $85,000 | WD | |
| 07/1998 | 4287 | 1292 | $500 | QC | |
| 11/1984 | 1985 | 536 | $61,700 | WD | |
| 10/1980 | 1485 | 750 | $22,500 | WD | |

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

**2020 Certified Roll Exemptions**

HOMESTEAD EXEMPTION

**Legal Description**

BEG AT NE COR OF SEC S 20 FT W 660 FT FOR POB CONT W 165 FT S 309 74/100 FT E 165 FT N 309 74/100 FT TO POB OR 4388...

**Extra Features**

FRAME SHED

**Parcel Information**

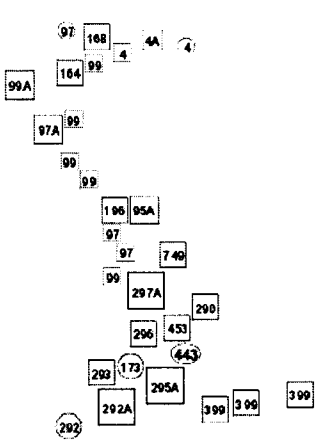
Launch Interactive Map

**Section Map Id:**
02-1S-32

**Approx. Acreage:**
1.1800

**Zoned:**
RMU

**Evacuation & Flood Information**
Open Report




View Florida Department of Environmental Protection(DEP) Data

## Buildings

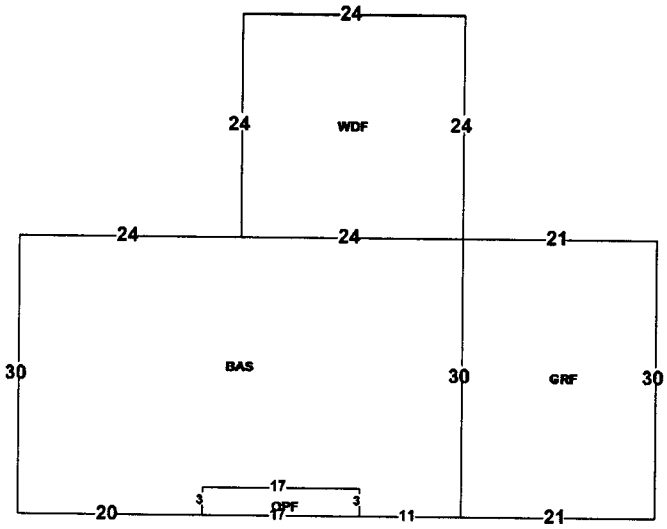
Address:7401 FRANK REEDER RD, Year Built: 1978, Effective Year: 1978, PA Building ID#: 116899

Structural Elements

**DECOR/MILLWORK**-*AVERAGE*
**DWELLING UNITS**-*1*
**EXTERIOR WALL**-*BRICK-FACE/VENEER*
**FLOOR COVER**-*CARPET*
**FOUNDATION**-*SLAB ON GRADE*
**HEAT/AIR**-*CENTRAL H/AC*
**INTERIOR WALL**-*DRYWALL-PLASTER*
**NO. PLUMBING FIXTURES**-*6*
**NO. STORIES**-*1*
**ROOF COVER**-*COMPOSITION SHG*
**ROOF FRAMING**-*GABLE*
**STORY HEIGHT**-*0*
**STRUCTURAL FRAME**-*WOOD FRAME*

Areas - 2646 Total SF

**BASE AREA** - *1389*
**GARAGE FIN** - *630*
**OPEN PORCH FIN** - *51*
**WOOD DECK FIN** - *576*




Images

3/13/19

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:05/10/2021 (tc.87219)

**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: 102438100 Certificate Number: 005460 of 2019**

**Payor: KEVIN C ELLIS 7401 FRANK REEDER RD PENSACOLA, FL 32526** **Date** 06/08/2021

| | | | |
|---|---|---|---|
| Clerk's Check # | 228216 | Clerk's Total | ~~$551.06~~ $3196.96 |
| Tax Collector Check # | 1 | Tax Collector's Total | ~~$3,477.17~~ |
| | | Postage | ~~$60.00~~ |
| | | Researcher Copies | $0.00 |
| | | Recording | $10.00 |
| | | Prep Fee | $7.00 |
| | | Total Received | ~~$4,105.23~~ $3,213.96 |

**PAM CHILDERS**
**Clerk of the Circuit Court**

**Received By** Erin Hogg
**Deputy Clerk**

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

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

**COUNTY OF ESCAMBIA**
**OFFICE OF THE**
**CLERK OF THE CIRCUIT COURT**

**BRANCH OFFICES**
**ARCHIVES AND RECORDS**
**JUVENILE DIVISION**
**CENTURY**

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

**Case # 2019 TD 005460**
**Redeemed Date** 06/08/2021
**Name** KEVIN C ELLIS 7401 FRANK REEDER RD PENSACOLA, FL 32526

| | |
|---|---|
| Clerk's Total = TAXDEED | $551.06 $3196.96 |
| Due Tax Collector = TAXDEED | $3,477.17 |
| 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 |
|---|---|---|---|---|---|
| [redacted] | | | | | |
| No Information Available - See Dockets | | | | | |

# PAM CHILDERS
# CLERK OF THE CIRCUIT COURT
# ESCAMBIA COUNTY, FLORIDA

## Tax Deed - Redemption Calculator

**Account: 102438100 Certificate Number: 005460 of 2019**

Redemption No | Application Date 04/22/2021 | Interest Rate 18%

| | Final Redemption Payment ESTIMATED | Redemption Overpayment ACTUAL |
|---|---|---|
| | Auction Date 04/04/2022 | Redemption Date 06/08/2021 |
| Months | 12 | 2 |
| Tax Collector | $2,941.46 | $2,941.46 |
| Tax Collector Interest | $529.46 | $88.24 |
| Tax Collector Fee | $6.25 | $6.25 |
| Total Tax Collector | $3,477.17 | $3,035.95 TC |
| | | |
| Record TDA Notice | $17.00 | $17.00 |
| Clerk Fee | $130.00 | $130.00 |
| Sheriff Fee | $120.00 | $120.00 |
| Legal Advertisement | $200.00 | $200.00 |
| App. Fee Interest | $84.06 | $14.01 |
| Total Clerk | $551.06 | $481.01 TC |
| | | |
| Release TDA Notice (Recording) | $10.00 | $10.00 |
| Release TDA Notice (Prep Fee) | $7.00 | $7.00 |
| Postage | $60.00 | $0.00 |
| Researcher Copies | $0.00 | $0.00 |
| Total Redemption Amount | $4,105.23 | $3,533.96 |
| | | |
| | Repayment Overpayment Refund Amount | $571.27 |
| Book/Page | 8537 | 1321 |

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2021063027 6/8/2021 1:18 PM
OFF REC BK: 8547 PG: 1884 Doc Type: RTD

# RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 8537, Page 1321, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 05460, issued the 1st day of June, A.D., 2019

TAX ACCOUNT NUMBER: **102438100 (0422-67)**

DESCRIPTION OF PROPERTY:

**BEG AT NE COR OF SEC S 20 FT W 660 FT FOR POB CONT W 165 FT S 309 74/100 FT E 165 FT N 309 74/100 FT TO POB OR 4388 P 630 OR 7403 P 1667**

**SECTION 02, TOWNSHIP 1 S, RANGE 32 W**

NAME IN WHICH ASSESSED: KEVIN C ELLIS

Dated this 8th day of June 2021.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2021057352 5/25/2021 11:34 AM
OFF REC BK: 8537 PG: 1321 Doc Type: TDN

# NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **KEYS FUNDING LLC-1019** holder of **Tax Certificate No. 05460**, 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:

**BEG AT NE COR OF SEC S 20 FT W 660 FT FOR POB CONT W 165 FT S 309 74/100 FT E 165 FT N 309 74/100 FT TO POB OR 4388 P 630 OR 7403 P 1667**

**SECTION 02, TOWNSHIP 1 S, RANGE 32 W**

**TAX ACCOUNT NUMBER 102438100 (0422-67)**

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

**KEVIN C ELLIS**

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 April, which is the **4th day of April 2022.**

Dated this 25th 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

perdido
title & abstract, inc.

# 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 #: **10-2438-100** CERTIFICATE #: **2019-5460**

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: **January 19, 2002 to and including January 19, 2022** Abstractor: **Cody Campbell**

BY

Michael A. Campbell,
As President
Dated: January 27, 2022

**PROPERTY INFORMATION REPORT**
CONTINUATION PAGE

January 27, 2022
Tax Account #: **10-2438-100**

1. The Grantee(s) of the last deed(s) of record is/are: **KEVIN C. ELLIS**

   **By Virtue of Warranty Deed recorded 3/25/1999 in OR 4388/630 , together with Death Certificate recorded 9/9/2015 - OR 7403/1667**

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 Regions Bank recorded 9/9/2015 – OR 7403/1670**
   b. **Judgment in favor of LVNV Funding, LLC, Assignee of Sears recorded 8/25/2008 – OR 6368/871**

4. Taxes:

   **Taxes for the year(s) NONE are delinquent.**
   **Tax Account #: 10-2438-100**
   **Assessed Value: $86,031.00**
   **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:** **APR 4, 2022**

**TAX ACCOUNT #:** **10-2438-100**

**CERTIFICATE #:** **2019-5460**

**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 | |
|---|---|---|
| ☐ | ☒ | **Notify City of Pensacola, P.O. Box 12910, 32521** |
| ☐ | ☒ | **Notify Escambia County, 190 Governmental Center, 32502** |
| ☒ | ☐ | **Homestead for 2020 tax year.** |

**KEVIN C. ELLIS**
**7401 FRANK REEDER RD**
**PENSACOLA, FL 32526**

**LVNV FUNDING, LLC**
**ASSIGNEE OF SEARS**
**15 SOUTH MAIN STREET**
**GREENVILLE, SC 29601**

**REGIONS BANK**
**201 MILAN PARKWAY**
**BIRMINGHAM, AL 35211**

**Certified and delivered to Escambia County Tax Collector, this 27th day of January, 2022.**

**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

**January 27, 2022**
**Tax Account #:10-2438-100**

## LEGAL DESCRIPTION
## EXHIBIT "A"

**BEG AT NE COR OF SEC S 20 FT W 660 FT FOR POB CONT W 165 FT S 309 74/100 FT E 165 FT N 309 74/100 FT TO POB OR 4388 P 630 OR 7403 P 1667**

**SECTION 02, TOWNSHIP 1 S, RANGE 32 W**

**TAX ACCOUNT NUMBER 10-2438-100(0422-67)**

10.50
595.00
605.50

# This Warranty Deed

OR BK 4388 PG0630
Escambia County, Florida
INSTRUMENT 99-592147
DEED DOC STAMPS PD @ ESC CO $ 595.00
03/25/99 ERNIE LEE MAGAHA, CLERK
By:

Made this 20th day of March A.D. 19 99
by Philip L. Foyer and Toni L. Foyer, husband and wife

hereinafter called the grantor, to
Kevin C. Ellis and Susan S. Ellis, husband and wife

whose post office address is:
7401 Frank Reeder Road
Pensacola, FL 32526
Grantees' SSN: [redacted]

hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the 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 considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

Commence at the Northeast corner of Section 2, Township 1 South, Range 32 West, Escambia County, Florida; thence run South 20.00 feet; thence run West 660.00 feet to the Point of Beginning; thence continue West for 165.00 feet; thence run South 309.74 feet; thence run East 165.00 feet; thence run North 309.74 feet to said Point of Beginning.

SUBJECT TO covenants, restrictions, easements of record and taxes for the current year.

Parcel Identification Number: 02-1S-32-1101-001-002

**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 covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 19 98

**In Witness Whereof,** the said grantor has signed and sealed these presents the day and year first above written.

*Signed, sealed and delivered in our presence:*

1st Witness sign: [signature] Print Name: Christine Skubisz
Name & Address: Philip L. Foyer [signature] LS

2nd Witness sign: [signature] Print Name: Rudy H. Bleasdale
Name & Address: Toni L. Foyer [signature] LS

Name: Name & Address: LS

Name: Name & Address: LS

State of CALIFORNIA
County of SAN DIEGO

7274 Horner Street
San Diego, CA 92120

The foregoing instrument was acknowledged before me this 20th day of March, 19 99, by Philip L. Foyer and Toni L. Foyer, husband and wife

who is personally known to me or who has produced a current driver's license as identification.

Notary signature: [signature]
Notary Print Name: Rosemarie L. Roxas
Notary Public
My Commission Expires: 12/17/99

ROSEMARIE L. ROXAS
Commission # 1080609
Notary Public - California
San Diego County
My Comm. Expires Dec 17, 1999

**Return to**
**Lawyers Title Agency of North Florida, Inc.**
**P.O. Box 12027**
**Pensacola, FL 32589**

THIS INSTRUMENT PREPARED BY:
Peggy S. Owens, an employee of
Lawyers Title Agency of North Florida, Inc.
2100 Creighton Road
Pensacola, Florida 32504
File No: 3A-57595

WD-1
5/93

OR BK 4388 PG0631
Escambia County, Florida
INSTRUMENT 99-592147
RCD Mar 25, 1999 10:19 am
Escambia County, Florida
Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 99-592147

# 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 acknowledgment by the County of the veracity of any disclosure statement.**

**Name of Roadway: 7401 Frank Reeder Road**
**Pensacola, FL 32526**
**Legal Address of Property: 7401 Frank Reeder Road**

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

**This form completed by: Philip L. Foyer**
**7274 Horner Street**
**San Diego, CA 92120**

**WITNESSES AS TO SELLER(S):**

Print name: ROSEMARIE C ROXAS

Print name: Rosemarie C. Roxas

**WITNESSES AS TO BUYER(S):**

Print name: Peggy S. Owens

Print name: Jennifer B. Sprowls

X Philip L. Foyer
Philip L. Foyer

X Toni L. Foyer
Toni L. Foyer

Kevin C. Ellis
Kevin C. Ellis

Susan S. Ellis
Susan S. Ellis

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

Recorded in Public Records 09/09/2015 at 01:34 PM OR Book 7403 Page 1670, Instrument #2015069001, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $61.00 MTG Stamps $203.00 Int. Tax $116.00

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

---

**This Mortgage prepared by:**

**Name: Andrew Pierce**
**Company: Regions Bank**
**Address: 2050 Parkway Office Circle, Hoover, AL 35244**

---

REGIONS

*DOC4850292701##########3212310000000*

# MORTGAGE

**THIS MORTGAGE dated 08/21/2015, is made and executed between KEVIN C ELLIS, whose address is 7401 FRANK REEDER RD, PENSACOLA, FL 32526; unmarried (referred to below as "Grantor") and Regions Bank, whose address is 201 Milan Parkway, Birmingham, AL 35211 (referred to below as "Lender").**

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

**See EXHIBIT A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.**

**The Real Property or its address is commonly known as 7401 FRANK REEDER RD, PENSACOLA, FL 32526.**

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

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF $58,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

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

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

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

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

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

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Subsequent Liens.** Grantor shall not allow any subsequent liens or mortgages on all or any portion of the Property without the prior written consent of Lender.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds $10,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**LENDER'S EXPENDITURES.** If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If Lender purchases any insurance on the Property, such insurance may, in Lender's sole discretion, protect only Lender's interest. Grantor acknowledges that: insurance purchased by Lender may provide limited protection against physical damage to the Property; Grantor's equity in the Property may not be insured by such insurance; such insurance may not cover the contents of the Property; and Grantor may not be compensated by such insurance for loss or damage to personal belongings, furniture or equipment. Lender shall have no obligation to purchase any insurance on the Property. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note, or the maximum rate permitted by law, whichever is less, from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**Survival of Promises.** All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all intangible personal property taxes, documentary stamp taxes, fees, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax, including without limitation an intangible personal property tax, upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**EVENTS OF DEFAULT.** At Lender's option, Grantor will be in default under this Mortgage if any of the following happen:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Break Other Promises.** Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Mortgage or in any agreement related to this Mortgage.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

**False Statements.** Any representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor. However, the death of any Grantor will not be an Event of Default if as a result of the death of Grantor the Indebtedness is fully covered by Regions Debt Protection fees.

**Taking of the Property.** Any creditor or governmental agency tries to take any of the Property or any other of Grantor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Grantor's accounts with Lender. However, if Grantor disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Grantor gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Insecurity.** Lender in good faith believes itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender will give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Election of Remedies.** All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES.** Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

**AUTHORIZATION TO OTHER LIEN HOLDERS.** The Grantor hereby authorizes the holder of any other mortgage, lien or encumbrance on any portion of the Real Property and any other party claiming any interest in the Real Property whatsoever to disclose to the Lender any and all information the Lender may request, including, without limitation: (1) the nature of such interest in or claim to the Real Property; (2) the amount of such interest or claim or of any indebtedness or obligation secured by any mortgage, lien or encumbrance; (3) the amount of any such indebtedness or obligation that is unpaid; (4) whether any amount owed on any such indebtedness or obligation is or has been in

arrears; (5) whether there is or has been any default with respect to any such mortgage, lien or encumbrance or the indebtedness or obligation secured thereby; and (6) any other information regarding such interest, claim, mortgage, lien or encumbrance or the indebtedness or obligation secured thereby which the Lender may request from time to time. This authorization shall be effective without any further action, notice, authorization or consent from the Grantor and shall remain in full force and effect for so long as this Mortgage remains unsatisfied and has not been released.

**DEFENSE COSTS.** Subject to any limits under applicable law, in addition to the costs and expenses Grantor has agreed to pay within this Mortgage, Grantor will pay all costs and expenses incurred by Lender arising out of or relating to any steps or actions Lender takes to defend any unsuccessful claim, allegation, remedy or counterclaim Borrower may assert against Lender. Such costs and expenses shall include, without limitation, reasonable attorneys' fees and costs.

**PRIVATE FLOOD INSURANCE.** If the Property is at any time deemed to be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area and if Federal Flood Insurance is not available, Grantor agrees to obtain and maintain flood insurance in an amount equal to the full unpaid principal balance under the Note plus the amount of any prior liens on the Property. Such flood insurance will be with such insurer as is satisfactory to Lender. Such flood insurance will also be on such terms as are satisfactory to Lender, including deductible provisions, endorsements, a standard mortgagee clause in favor of Lender, and stipulations that coverage will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender with no disclaimer for failure to give such cancellation notice.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Governing Law. With respect to interest (as defined by federal law) this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of laws provisions. In all other respects, this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. The loan transaction that is evidenced by the Note and this Mortgage has been approved, made, and funded, and all necessary loan documents have been accepted by Lender in the State of Alabama.**

**No Waiver by Lender.** Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

**Severability.** If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.**

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage:

**Borrower.** The word "Borrower" means KEVIN C ELLIS and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Grantor.** The word "Grantor" means KEVIN C ELLIS .

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

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

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

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

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

**Note.** The word "Note" means the promissory note dated August 21, 2015, **in the original principal amount of $58,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Note is August 26, 2030.

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

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

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

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

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

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

**GRANTOR:**

x Kevin C Ellis
KEVIN C ELLIS

**WITNESSES:**

x Stacey Thomas
Stacey Thomas

x Glenda L. White
Glenda L. White

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Florida )
) SS
COUNTY OF Escambia )

The foregoing instrument was acknowledged before me this 21st day of August, 2015 by **KEVIN C ELLIS**, who is personally known to me or who has produced drivers license as identification.

(Signature of Person Taking Acknowledgment)

Kaylan Walden
(Name of Acknowledger Typed, Printed or Stamped)

Notary Public
(Title or Rank)

FF 078542
(Serial Number, If any)

NOTARY PUBLIC STATE OF FLORIDA
KAYLAN WALDEN
MY COMMISSION # FF 078542
EXPIRES: December 30, 2017
Bonded Thru Budget Notary Services

**Originator Names and Nationwide Mortgage Licensing System and Registry IDs:**

Organization: **Regions Bank** NMLSR ID: **174490**

Individual: **Loan Originator** NMLSR ID: **1221494**

LaserPro, Ver. 15.1.0.023 Copr. D+H USA Corporation 1997, 2015. All Rights Reserved. - FL/AL S:\DISTRIBUTED\CFNLPL\G03.FC TR-845627 PR-131

**EXHIBIT "A"**

Commence at the Northeast corner of Section 2, Township 1 South, Range 32 West, Escambia County, Florida; thence run South 20.00 feet; thence run West 660.00 feet to the Point of Beginning; thence continue West for 165.00 feet; thence run South 309.74 feet; thence run East 165.00 feet; thence run North 309.74 feet to said Point of Beginning.

Recorded in Public Records 08/25/2008 at 09:26 AM OR Book 6368 Page 871, Instrument #2008064021, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL



IN THE COUNTY COURT OF THE 1ST JUDICIAL CIRCUIT IN AND FOR ESCAMBIA COUNTY, FLORIDA

LVNV FUNDING, LLC
ASSIGNEE OF SEARS

Plaintiff,

vs
KEVIN C ELLIS

Defendant(s),
_____/

CASE NO.: 2008SC003863

CIVIL DIVISION:

JUDGE:

Case: 2008 SC 003863
00010499673
Dkt: CC1033 Pg#: 1

AGREED FINAL JUDGMENT

This action came before the Court for a Pretrial Conference on 07/09/2008. Plaintiff was represented at the hearing by the law firm of Mann Bracken LLC. Defendant appeared and admitted the debt but cannot afford to pay, it is therefore ORDERED AND ADJUDGED that Plaintiff, LVNV FUNDING, LLC
ASSIGNEE OF SEARS

15 SOUTH MAIN STREET

GREENVILLE SC 29601

shall recover from Defendant(s), KEVIN C ELLIS
residing at 7401 FRANK REEDER RD
PENSACOLA FL 32526-9122

the following:

| | | | |
|---|---|---|---|
| Principal | $ | 2944.20 | |
| Interest | $ | | |
| Attorney Fees | $ | | (2 X $175.00/hour) |
| Court Costs | $ | 315.00 | |
| Less Credits | $ | | |
| TOTAL | $ | 3259.20 | |

Which judgment shall bear interest at the statutory rate of 11% for which let execution issue

It is further ordered and adjudged that the judgment debtor(s) shall complete under oath Florida Rule of Civil Procedure Form 7.343 (Fact Information Sheet), including all required attachments, and serve it on the judgment creditor's attorney, within 45 days from the date of this final judgment, unless the final judgment is satisfied or post-judgment discovery is stayed.

Jurisdiction of this case is retained to enter further orders that are proper to compel the judgment debtor(s) to complete form 7.343, including all required attachments, and serve it on the judgment creditor's attorney.

ORDERED in ESCAMBIA County, Florida on this 18 day of August, 2008.

COUNTY JUDGE

COUNTY CIVIL DIVISION
FILED & RECORDED
2008 AUG 18 P 2:34
ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

Copies furnished to:
Plaintiff's Attorney:
MANN BRACKEN LLC
THE SUCCESSOR BY MERGER TO
WOLPOFF & ABRAMSON, L.L.P.
AND ESKANOS & ADLER, P.C.
5355 TOWN CENTER, STE 1002
BOCA RATON, FL 33486

Defendant(s):
KEVIN C ELLIS
7401 FRANK REEDER RD
PENSACOLA FL 32526-9122

FL4CA/FLDJSA FILE # 180576189