



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

0422-04

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	MILLER DANIEL J & MILLER REGINA L PMB # 24872 PO BOX 2428 PENSACOLA, FL 32513 13438 VALERIE DR 10-3228-600 LT 20 PERDIDO PINES S/D PB 13 P 2 OR 5876 P 41	Certificate #	2019 / 5623
		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)
# 2019/5623	06/01/2019	1,916.96	95.85	2,012.81
→Part 2: Total*				2,012.81

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)
# 2020/6062	06/01/2020	259.98	6.25	19.07	285.30
Part 3: Total*					285.30

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)	2,298.11
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	224.79
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)	2,897.90

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

Sign here: Candice Lewis Escambia, Florida
Signature, Tax Collector or Designee 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.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>04/04/2022</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS + 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.

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2100255

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
10-3228-600	2019/5623	06-01-2019	LT 20 PERDIDO PINES S/D PB 13 P 2 OR 5876 P 41

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: 1135322000000020
Account: 103228600
Owners: MILLER DANIEL J &
MILLER REGINA L
Mail: PMB # 24872
PO BOX 2428
PENSACOLA, FL 32513
Situs: 13438 VALERIE DR 32507
Use Code: SINGLE FAMILY - TOWNHOME
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	\$15,000	\$0	\$15,000	\$14,859
2019	\$15,000	\$0	\$15,000	\$13,509
2018	\$15,000	\$111,290	\$126,290	\$103,400

[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)
03/2006	5876	41	\$178,500	WD	
05/1998	4257	1319	\$93,000	WD	
05/1998	4257	1318	\$100	WD	
03/1992	3156	597	\$75,000	WD	
08/1991	3052	985	\$550,000	QC	
08/1988	2588	804	\$745,500	CT	

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

2020 Certified Roll Exemptions

None

Legal Description

LT 20 PERDIDO PINES S/D PB 13 P 2 OR 5876 P 41

Extra Features

None

Parcel Information

Section

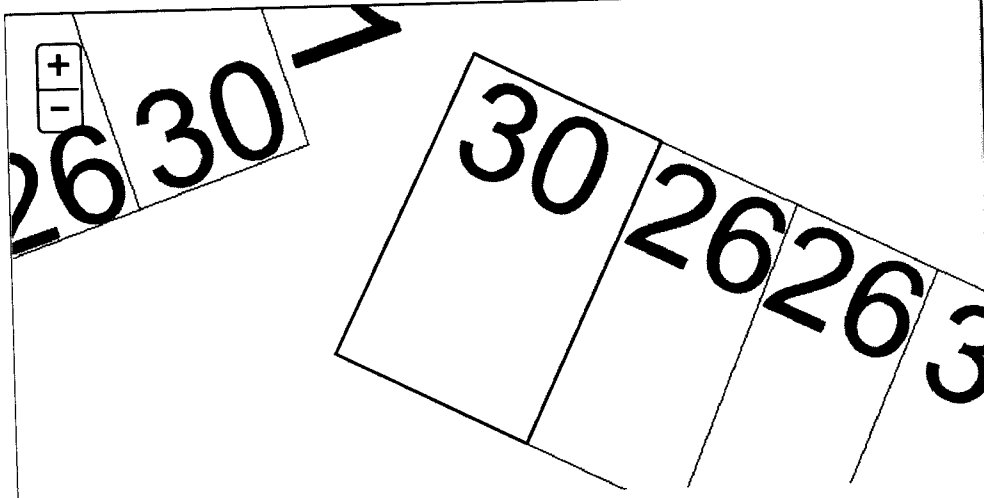
Map Id:
[10-3S-32](#)

Approx.
Acreage:
0.0408

Zoned:
MDR

Evacuation
& Flood
Information
[Open
Report](#)

[Launch Interactive Map](#)



View Florida Department of Environmental Protection (DEP) Data

Buildings

Year Built: 2020, Effective Year: 2020, PA Building ID#: 147261

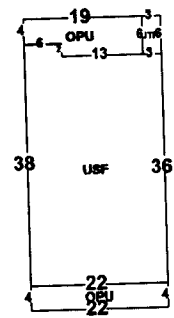
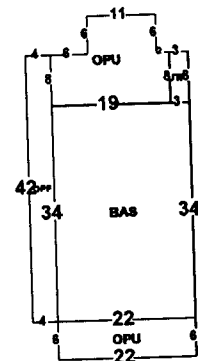
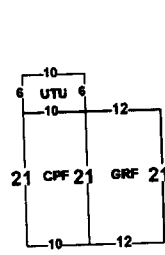
Structural Elements

- DECOR/MILLWORK-ABOVE AVERAGE
- DWELLING UNITS-1
- EXTERIOR WALL-SIDING-LAP.AAVG
- FLOOR COVER-CARPET
- FOUNDATION-PILINGS
- HEAT/AIR-CENTRAL H/AC
- INTERIOR WALL-DRYWALL-PLASTER
- NO. PLUMBING FIXTURES-9
- NO. STORIES-2
- ROOF COVER-METAL/MODULAR
- ROOF FRAMING-HIP-HI PITCH
- STORY HEIGHT-0
- STRUCTURAL FRAME-WOOD FRAME



Areas - 2824 Total SF

- BASE AREA - 748
- CARPORT FIN - 210
- GARAGE FIN - 252
- OPEN PORCH FIN - 168
- OPEN PORCH UNF - 540
- UPPER STORY FIN - 804
- UTILITY FIN - 42
- UTILITY UNF - 60



Images



11/16/20

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: 04/30/2021 (tc.4402)

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **CITRUS CAPITAL HOLDINGS LLC** holder of **Tax Certificate No. 05623**, 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 20 PERDIDO PINES S/D PB 13 P 2 OR 5876 P 41

SECTION 11, TOWNSHIP 3 S, RANGE 32 W

TAX ACCOUNT NUMBER 103228600 (0422-04)

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

DANIEL J MILLER and REGINA L MILLER

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

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: 103228600 Certificate Number: 005623 of 2019**

**Payor: DANIEL J MILLER 1545 GULF SHORES PKWY PMB # 253 GULF SHORES AL 36542
 Date 12/28/2021**

Clerk's Check #	1	Clerk's Total	\$551.06 3,454.94
Tax Collector Check #	1	Tax Collector's Total	\$3,425.77
		Postage	\$60.80
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$4,053.83

\$3471.94
 + 121.52 fee
 \$3593.46

**PAM CHILDERS
 Clerk of the Circuit Court**

Received By:
 Deputy Clerk

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



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

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

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

Case # 2019 TD 005623

Redeemed Date 12/28/2021

Name DANIEL J MILLER 1545 GULF SHORES PKWY PMB # 253 GULF SHORES AL 36542

Clerk's Total = TAXDEED	\$551.06	3,454.94
Due Tax Collector = TAXDEED	\$3,425.77	
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: 103228600 Certificate Number: 005623 of 2019

Redemption ☐ Yes ☒ No
 Application Date
 Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="04/04/2022"/>	Redemption Date <input type="text" value="12/28/2021"/>
Months	12	8
Tax Collector	<input type="text" value="\$2,897.90"/>	<input type="text" value="\$2,897.90"/>
Tax Collector Interest	\$521.62	\$347.75
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$3,425.77	<input type="text" value="\$3,251.90"/> <i>TC</i>
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	\$84.06	\$56.04
Total Clerk	\$551.06	<input type="text" value="\$523.04"/> <i>CH</i>
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	\$4,053.83	\$3,791.94
	Repayment Overpayment Refund Amount	\$261.89
Book/Page	<input type="text" value="8537"/>	<input type="text" value="951"/>

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 951, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 05623, issued the 1st day of June, A.D., 2019

TAX ACCOUNT NUMBER: **103228600 (0422-04)**

DESCRIPTION OF PROPERTY:

LT 20 PERDIDO PINES S/D PB 13 P 2 OR 5876 P 41

SECTION 11, TOWNSHIP 3 S, RANGE 32 W

NAME IN WHICH ASSESSED: DANIEL J MILLER and REGINA L MILLER

Dated this 28th day of December 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 #: 10-3228-600 CERTIFICATE #: 2019-5623

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 20, 2002 to and including January 20, 2022 Abstractor: Cody Campbell

BY

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

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

January 27, 2022

Tax Account #: **10-3228-600**

1. The Grantee(s) of the last deed(s) of record is/are: **DANIEL J. MILLER AND REGINA L. MILLER**
By Virtue of Warranty Deed recorded 4/4/2006 in OR 5876/41
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 the Administrator of the Small Business Administration recorded 4/4/2006 – OR 5876/43**
 - b. **Mortgage in favor of the Administrator of the Small Business Administration recorded 7/7/2006 – OR 5945/895**
 - c. **Lien in favor of Perdido Pines Homeowners Association, Inc. recorded 7/8/2020 – OR 8327/1592**
4. Taxes:

Taxes for the year(s) NONE are delinquent.
Tax Account #: 10-3228-600
Assessed Value: \$14,859.00
Exemptions: NONE
5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): **PERDIDO PINES HOMEOWNERS ASSOCIATION, INC.**

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 #: 10-3228-600

CERTIFICATE #: 2019-5623

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 type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2020</u> tax year.

DANIEL J. MILLER
AND REGINA L. MILLER
13438 VALERIE DR
PENSACOLA, FL 32507

DANIEL J. MILLER
AND REGINA L. MILLER
305 CHURCH AVENUE
LONG BEACH, MS 39560

PERDIDO PINES HOMEOWNERS
ASSOCIATION, INC.
13430 GULF BEACH HWY #29
PENSACOLA, FL 32507

PERDIDO PINES HOMEOWNERS
ASSOCIATION, INC.
10477 SORRENTO RD SUITE 100 #29
PENSACOLA, FL 32507

US SMALL BUSINESS ADMINISTRATION
801 TOM MARTIN DRIVE SUITE 120
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 #:10-3228-600

**LEGAL DESCRIPTION
EXHIBIT "A"**

LT 20 PERDIDO PINES S/D PB 13 P 2 OR 5876 P 41

SECTION 11, TOWNSHIP 3 S, RANGE 32 W

TAX ACCOUNT NUMBER 10-3228-600(0422-04)

Prepared By: **James C. Taylor**
Taylor & Van Matre, P.A.
4300 BAYOU BLVD., SUITE #16 MADISON PARK TOWN OFFICES
Pensacola FL 32503
File Number: **19-9972**
Parcel ID #: **113S322000000020**

**WARRANTY DEED
(INDIVIDUAL)**

This WARRANTY DEED, dated **03/31/2006**
by

KENNETH M. JONES JOINED BY HIS WIFE CHRISTINE JONES

whose post office address is:

4318 AMOS GATE DRIVE BELLEVUE NE 68123

hereinafter called the GRANTOR, to

DANIEL J. MILLER and REGINA L. MILLER, husband and wife

whose post office address is:

13438 VALERIE DRIVE PENSACOLA FL 32507

hereinafter called the GRANTEE:

(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable 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:**

Lot 20, of Perdido Pines Subdivision, according to the Plat thereof, as recorded in Plat Book 13, at Pages 2 and 2A, of the Public Records of Escambia County, Florida.

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

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

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

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, 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.

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

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Witness Signature: *Debra A. Henry*
Witness Print Name: Debra A. Henry

Witness Signature: *Osby D. Watts*
Witness Print Name: Osby D. Watts

Kenneth M. Jones
KENNETH M. JONES
Christine Jones
CHRISTINE JONES

State of **NEBRASKA**

County of **Sarpy**

THE FOREGOING INSTRUMENT was acknowledged before me this 27th DAY OF MARCH, 2006

by: **KENNETH M. JONES AND CHRISTINE JONES**, husband and wife who is personally known to me or who has produced **Drivers License** as identification and who did not take an oath.

Laurette S. Johnson
NOTARY PUBLIC
My Commission Expires: March 28, 2009



RESIDENTIAL SALES

ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, seller 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: VALERIE DRIVE

LEGAL ADDRESS OF PROPERTY:

13438 VALERIE DRIVE PENSACOLA FL 32507

THE COUNTY () HAS ACCEPTED (X) HAS NOT ACCEPTED THE ABUTTING ROADWAY FOR MAINTENANCE.

This form completed by: 19-9972

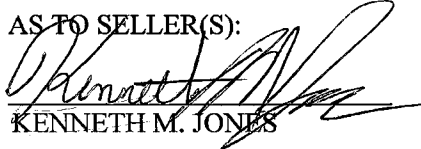
Taylor & Van Matre, P.A.

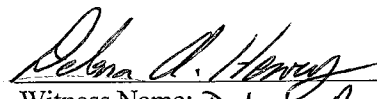
4300 BAYOU BLVD., SUITE #16 MADISON PARK TOWN

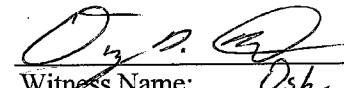
OFFICES

Pensacola, FL 32503

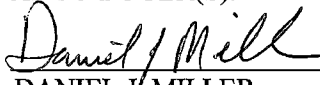
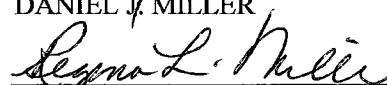
AS TO SELLER(S):



KENNETH M. JONES


Witness Name: Debra A. Henry


Witness Name: Osby D. Watts

AS TO BUYER(S):


DANIEL J. MILLER

REGINA L. MILLER


Witness Name: _____


Witness Name: Pamela L. Smith

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

WHEN RECORDED MAIL TO:
U.S. SMALL BUSINESS ADMINISTRATION
14925 Kingsport Road
Fort Worth, TX 76155-2243

Miller Regina/Miller Daniel
0000129304 Loan No. DLH 95074140-00

SPACE ABOVE THIS LINE FOR RECORDER'S USE

THIS INSTRUMENT PREPARED BY AND MAIL TO:
Arthur Archambeau, Attorney

**MORTGAGE
(Direct)**

This mortgage made and entered into this 22nd day of March 2006, by and between DANIEL J MILLER and REGINA L MILLER, HUSBAND and WIFE, 305 Church Avenue, Long Beach, MS 39560 (hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at 801 Tom Martin Drive Suite 120, Birmingham, AL, 35211.

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

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

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

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

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

Miller Regina/Miller Daniel

0000129304 Loan No. DLH 95074140-00

have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

FOR THE PURPOSE OF SECURING: (1) Payment of the principal and interest as set forth above; (2) Payment of any and all obligations and liability, which are now due or may hereafter become due from Mortgagor; (3) Performance of each agreement of Mortgagor hereincontained; (4) Payment of all sums to be paid to Mortgagee pursuant to the terms hereof.

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

This instrument is given to secure the payment of a promissory note dated March 22, 2006 in the principal sum of \$240,000.00 and maturing on December 28, 2035.

1. The mortgagor covenants and agrees as follows:

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

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

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

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

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

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by

Miller Regina/Miller Daniel

0000129304 Loan No. DLH 95074140-00

mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

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

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

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

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

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

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

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

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

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale,

Miller Regina/Miller Daniel

0000129304 Loan No. DLH 95074140-00

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

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

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

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

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

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

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

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

Miller Regina/Miller Daniel

0000129304 Loan No. DLH 95074140-00

9. In compliance with section 101.106 of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.106], this instrument is to be construed and enforced in accordance with applicable Federal law. This Mortgage is to be construed and enforced in accordance with Federal law. Mortgagor hereby waives any rights or immunity purportedly conferred by Commonwealth law limiting Mortgagee's right to a deficiency judgement after either a judicial foreclosure or a foreclosure under the power of sale referred to above.

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

11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 305 CHURCH AVENUE, LONG BEACH, MS 39560 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 801 Tom Martin Drive Suite 120, Birmingham, AL 35211.

If any one or more of the provisions contained in this Mortgage shall for any reason be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage.

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

STATE OF ~~MISSISSIPPI~~ Florida)

COUNTY OF Escambia)

Regina L. Miller
Regina L. Miller

Personally appeared before me, the undersigned authority in and for the said county and state, on this 31st day of March, 2006, within my jurisdiction, the within named

Regina L. Miller

who acknowledged that he/she executed the above and foregoing instrument.

Notary Public

My Commission Expires:



Miller Regina/Miller Daniel

0000129304 Loan No. DLH 95074140-00

STATE OF ~~MISSISSIPPI~~ Florida

COUNTY OF Escambia

Daniel J. Miller
Daniel J. Miller

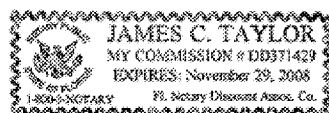
Personally appeared before me, the undersigned
authority in and for the said county and state, on this
31st day of March, 2006, within my
jurisdiction, the within named

Daniel J. Miller

who acknowledged that he/she executed the above and
foregoing instrument.

Notary Public

My Commission Expires:



Miller Regina / Miller Daniel

0000129304 Loan No. DLH 95074140-00

Name: Miller Regina / Miller Daniel

Application No. / Loan No: 0000129304 / DLH 95074140-00

EXHIBIT "A"

LOT 20, OF PERDIDO PINES SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN
PLAT BOOK 13, AT PAGES 2 AND 2A, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

More commonly known as: 13438 Valerie Drive, Pensacola, FL 32507

MAIL ANY NOTICE OF DEFAULT TO:
U.S. SMALL BUSINESS ADMINISTRATION
2120 Riverfront Drive Suite 100
Little Rock, AR 72202

WHEN RECORDED MAIL TO:
U.S. SMALL BUSINESS ADMINISTRATION
14925 Kingsport Road
Fort Worth, TX 76155-2243
817-868-2300

THIS INSTRUMENT PREPARED BY AND MAIL TO:
Arthur Archambeau, Attorney

Westchester Personal Care Home, Inc. et al
0000129305 Loan No. DLB 94981340-07

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MORTGAGE
(Direct)**

This mortgage made and entered into this 23rd day of June 2006, by and between Daniel J. Miller and Regina L. Miller, husband and wife, 305 Church Avenue, Long Beach, MS 39560 (hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at 2120 Riverfront Drive Suite 100, Little Rock, AR, 72202.

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

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

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

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

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and

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Westchester Personal Care Home, Inc. et al

the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

FOR THE PURPOSE OF SECURING: (1) Payment of the principal and interest as set forth above; (2) Payment of any and all obligations and liability, which are now due or may hereafter become due from Mortgagor; (3) Performance of each agreement of Mortgagor hereincontained; (4) Payment of all sums to be paid to Mortgagee pursuant to the terms hereof.

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

This instrument is given to secure the payment of a promissory note dated December 22, 2005 in the principal sum of \$710,300.00 and maturing on December 22, 2035.

1. The mortgagor covenants and agrees as follows:

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

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

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

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

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

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss

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Westchester Personal Care Home, Inc. et al

payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

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

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

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

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

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

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

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

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

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 Westchester Personal Care Home, Inc. et al

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

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

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

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

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

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

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

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

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Westchester Personal Care Home, Inc. et al

9. In compliance with section 101.106 of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.106], this instrument is to be construed and enforced in accordance with applicable Federal law. This Mortgage is to be construed and enforced in accordance with Federal law. Mortgagor hereby waives any rights or immunity purportedly conferred by Commonwealth law limiting Mortgagee's right to a deficiency judgement after either a judicial foreclosure or a foreclosure under the power of sale referred to above.

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

11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 305 CHURCH AVENUE, LONG BEACH, MISSISSIPPI 39560 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 2120 Riverfront Drive Suite 100, Little Rock, AR 72202.

If any one or more of the provisions contained in this Mortgage shall for any reason be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage.

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Westchester Personal Care Home, Inc. et al

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

STATE OF FLORIDA)

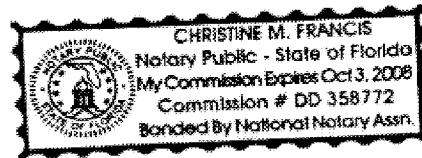
COUNTY OF) ss

Es cambie

Regina L Miller
Regina L. Miller

The foregoing instrument was acknowledged before me this
7th day of July, 2006, by
REGINA L Miller
who produced a MISS DR L
as identification.

Christine M. Francis
Notary Public, State of Florida at Large
My Commission Expires: October 3, 2008



STATE OF FLORIDA)

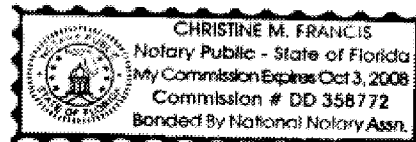
COUNTY OF) ss

Es cambie

Daniel J Miller
Daniel J. Miller

The foregoing instrument was acknowledged before me this
7th day of July, 2006, by
DANIEL J. Miller
who produced a MISS DR L
as identification.

Christine M. Francis
Notary Public, State of Florida at Large
My Commission Expires: October 3, 2008



Application No. / Loan No.: 0000129305 / DLB 94981340-07
Westchester Personal Care Home, Inc. et al

EXHIBIT "A"

Lot 20, of Perdido Pines Subdivision, according to the plat thereof, as recorded in Plat Book 13, at Pages 2 and 2A, of the public records of Escambia County, Florida.

More commonly known as: 1348 Valerie Drive, Pensacola, Florida 32507

THIS INSTRUMENT PREPARED BY:
Suzanne Blankenship
Emmanuel, Sheppard & Condon
30 South Spring Street
Pensacola, FL 32502
(850) 433-6581
File No.: 12537-148140

CLAIM OF LIEN

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned notary public, personally appeared SUZANNE BLANKENSHIP, who was duly sworn and says that she is the Authorized Agent of the lienor, PERDIDO PINES HOMEOWNERS ASSOCIATION, INC. (the "Association"), whose address is, 13430 Gulf Beach Highway, #29, Pensacola, Florida 32507, and that in accordance with Article VIII of the Declaration of Covenants, Conditions and Restrictions for Declaration of Covenants and Restrictions of Perdido Pines dated November 25, 1985, and recorded December 12, 1985, at O.R. Book 2154, Page 382, as extended on June 26, 2015 at O.R. Book 7366, Page 497 et seq. of the public records of Escambia County, Florida, and all supplements and amendments thereto, the Association has provided maintenance and other services for the following described real property located in Escambia County, Florida:

Lot 20, of Perdido Pines Subdivision, according to the Plat thereof, as recorded in Plat Book 13, at Pages 2 and 2A, of the Public Records of Escambia County, Florida.

upon which the Association asserts this lien.

Daniel J. Miller and Regina L. Miller are the record owners of the above-described property. The owner's property location is 13438 Valerie Dr., Pensacola, FL 32507 and the owner's mailing address is PMB #24872, P.O. Box 2428, Pensacola, Florida 32507.

This Claim of Lien is to secure the payment of the assessments against the owner by the undersigned Association in the following amounts (less any partial payments applied in accordance with Florida law), as well as all amounts which may accrue subsequent to this date:

<u>Item</u>	<u>Amount</u>
Balance on Assessments Due - August 1 2016	\$30.00
Assessments Due - September 1 2016	\$280.00
Assessments Due - October 1 2016	\$280.00
Assessments Due - November 1 2016	\$280.00
Assessments Due - December 1 2016	\$280.00
Assessments Due - January 1 2017 through December 1 2017 at \$280 per month	\$3,360.00
Assessments Due - January 1 2018 through December 1 2018 at \$280 per month	\$3,360.00

Assessments Due - January 1 2019 through December 1 2019 at \$280 per month	\$3,360.00
Assessments Due - January 1 2020 through July 1 2019 at \$280 per month	\$1,960.00

The foregoing assessment bears interest at the rate of eighteen percent (18%) per annum from the date the assessment became due, plus late charges, reasonable attorney's fees and costs incident to the collection and enforcement of this lien.

EXECUTED on the 8th day of July, 2020.

PERDIDO PINES HOMEOWNERS
ASSOCIATION, INC., a Florida not-for-profit
corporation

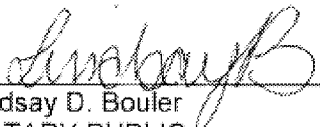
By: 
SUZANNE BLANKENSHIP, its
Authorized Agent

STATE OF FLORIDA
COUNTY OF ESCAMBIA


The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of July, 2020, by Suzanne Blankenship, as Authorized Agent of Perdido Pines Homeowners Association, Inc., who is personally known to me.



LINDSAY D. BOULTER
Notary Public, State of Florida
My Comm. Expires Sept. 23, 2022
Commission No. GG261131


Lindsay D. Boulter
NOTARY PUBLIC

I HEREBY CERTIFY that a true copy of the foregoing Claim of Lien has been furnished by Certified U.S. Mail, Return Receipt Requested and Regular U.S. Mail, to Daniel J. Miller and Regina L. Miller, PMB #24872, P.O. Box 2428, Pensacola, Florida 32507, on this 9th day of July, 2020.


Suzanne Blankenship
Emmanuel Sheppard & Condon
30 South Spring Street
Pensacola, FL 32502
(850) 433-6581
Attorneys for Perdido Pines Homeowners
Association, Inc.