



# 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

0423-14

## Part 1: Tax Deed Application Information

Applicant Name Applicant Address	TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER PO BOX 54347 NEW ORLEANS, LA 70154	Application date	Jul 14, 2022
Property description	WHITLOCK FREDDIE EST OF 4703 LILLIAN HWY PENSACOLA, FL 32506 4703 LILLIAN HWY 07-2041-000 2019 ADVERSE POSSESSION CLAIM PER FLA STATUTE 95.18 E 50 FT OF LT 6 AND W 15 FT OF LT 7 BLK C BUENA (Full legal attached.)	Certificate #	2020 / 3826
		Date certificate issued	06/01/2020

## 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)
# 2020/3826	06/01/2020	921.60	46.08	967.68
→ Part 2: Total*				967.68

## 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)
# 2022/3203	06/01/2022	1,062.63	6.25	53.13	1,122.01
# 2021/2966	06/01/2021	961.13	6.25	48.06	1,015.44
Part 3: Total*					2,137.45

## 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)	3,105.13
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
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)	3,480.13

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:  Signature, Tax Collector or Designee  
Escambia, Florida  
Date July 27th, 2022

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

<b>Part 5: Clerk of Court Certified Amounts (Lines 8-14)</b>	
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. <b>Total Paid (Lines 8-13)</b>	
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>04/03/2023</u> Signature, Clerk of Court or Designee	

## INSTRUCTIONS 46.25

### 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.

2019 ADVERSE POSSESSION CLAIM PER FLA STATUTE 95.18 E 50 FT OF LT 6 AND W 15 FT OF LT 7 BLK C BUENA VISTA S/D PB 2 P 91 OR 3640 P 828 CA 174

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2200541

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER  
PO BOX 54347  
NEW ORLEANS, LA 70154,

hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
07-2041-000	2020/3826	06-01-2020	2019 ADVERSE POSSESSION CLAIM PER FLA STATUTE 95.18 E 50 FT OF LT 6 AND W 15 FT OF LT 7 BLK C BUENA VISTA S/D PB 2 P 91 OR 3640 P 828 CA 174

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  
TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER  
PO BOX 54347  
NEW ORLEANS, LA 70154

07-14-2022  
Application Date

\_\_\_\_\_  
Applicant's signature



# Chris Jones

## Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

◀ Nav. Mode ☒ Account ☐ Parcel ID ▶

Printer Friendly Version

<b>General Information</b> <b>Parcel ID:</b> 342S301172060003 <b>Account:</b> 072041000 <b>Owners:</b> WHITLOCK FREDDIE EST OF <b>Mail:</b> 4703 LILLIAN HWY PENSACOLA, FL 32506 <b>Situs:</b> 4703 LILLIAN HWY 32506 <b>Use Code:</b> SINGLE FAMILY RESID <b>Taxing Authority:</b> COUNTY MSTU <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a> Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector		<b>Assessments</b> <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2021</td> <td>\$7,000</td> <td>\$52,637</td> <td>\$59,637</td> <td>\$58,415</td> </tr> <tr> <td>2020</td> <td>\$7,000</td> <td>\$46,105</td> <td>\$53,105</td> <td>\$53,105</td> </tr> <tr> <td>2019</td> <td>\$7,000</td> <td>\$43,031</td> <td>\$50,031</td> <td>\$50,031</td> </tr> </tbody> </table> <p align="center"><b>Disclaimer</b></p> <p align="center"><b>Market Value Breakdown Letter</b></p> <p align="center"><b>Tax Estimator</b></p> <p align="center"><b>File for New Homestead Exemption Online</b></p>		Year	Land	Imprv	Total	Cap Val	2021	\$7,000	\$52,637	\$59,637	\$58,415	2020	\$7,000	\$46,105	\$53,105	\$53,105	2019	\$7,000	\$43,031	\$50,031	\$50,031				
Year	Land	Imprv	Total	Cap Val																							
2021	\$7,000	\$52,637	\$59,637	\$58,415																							
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<b>Sales Data</b> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>08/1994</td> <td>3640</td> <td>828</td> <td>\$19,000</td> <td>WD</td> <td></td> </tr> <tr> <td>05/1974</td> <td>2684</td> <td>563</td> <td>\$12,300</td> <td>WD</td> <td></td> </tr> <tr> <td>01/1971</td> <td>554</td> <td>500</td> <td>\$8,600</td> <td>WD</td> <td></td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller		Sale Date	Book	Page	Value	Type	Official Records (New Window)	08/1994	3640	828	\$19,000	WD		05/1974	2684	563	\$12,300	WD		01/1971	554	500	\$8,600	WD		<b>2021 Certified Roll Exemptions</b> None  <b>Legal Description</b> 2019 ADVERSE POSSESSION CLAIM PER FLA STATUTE 95.18 E 50 FT OF LT 6 AND W 15 FT OF LT 7 BLK C BUENA VISTA S/D PB 2 P...  <b>Extra Features</b> None	
Sale Date	Book	Page	Value	Type	Official Records (New Window)																						
08/1994	3640	828	\$19,000	WD																							
05/1974	2684	563	\$12,300	WD																							
01/1971	554	500	\$8,600	WD																							

<b>Parcel Information</b> <b>Section Map Id:</b> CA174 <b>Approx. Acreage:</b> 0.1668 <b>Zoned:</b> HDMU <b>Evacuation &amp; Flood Information</b> <a href="#">Open Report</a>	<a href="#">Launch Interactive Map</a>
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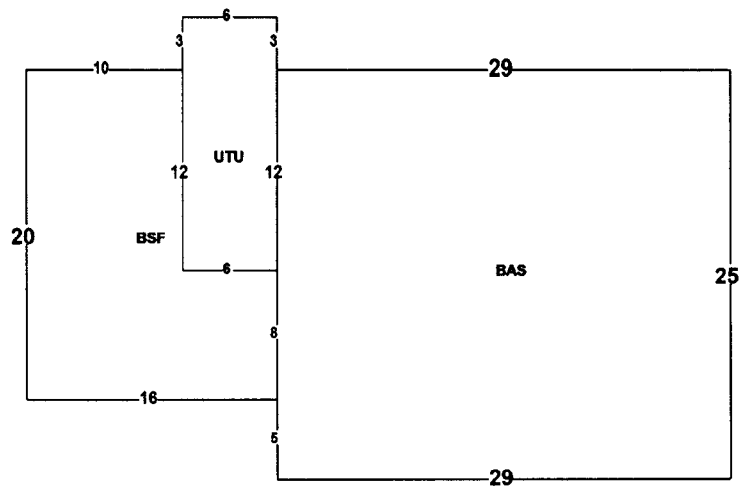
[View Florida Department of Environmental Protection \(DEP\) Data](#)

<b>Buildings</b> Address: 4703 LILLIAN HWY, Year Built: 1953, Effective Year: 1965, PA Building ID#: 83658 <b>Structural Elements</b>
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DECOR/MILLWORK-AVERAGE  
DWELLING UNITS-1  
EXTERIOR WALL-VINYL SIDING  
EXTERIOR WALL-CONCRETE BLOCK  
FLOOR COVER-CARPET  
FOUNDATION-SLAB ON GRADE  
HEAT/AIR-CENTRAL H/AC  
INTERIOR WALL-DRYWALL-PLASTER  
NO. PLUMBING FIXTURES-3  
NO. STORIES-1  
ROOF COVER-COMPOSITION SHG  
ROOF FRAMING-GABLE  
STORY HEIGHT-0  
STRUCTURAL FRAME-MASONRY PIL/STL

Areas - 1063 Total SF

BASE AREA - 725  
BASE SEMI FIN - 248  
UTILITY UNF - 90



Images



7/13/2017 12:00:00 AM

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:08/02/2022 (tc.5112)

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **TLGFY LLC CAPTIAL ONE NA, AS COLLATER** holder of **Tax Certificate No. 03826**, issued the **1st day of June, A.D., 2020** 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:

**2019 ADVERSE POSSESSION CLAIM PER FLA STATUTE 95.18 E 50 FT OF LT 6 AND W 15 FT OF LT 7 BLK C BUENA VISTA S/D PB 2 P 91 OR 3640 P 828 CA 174**

**SECTION 34, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 072041000 (0423-14)**

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

**EST OF FREDDIE WHITLOCK**

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 **3rd day of April 2023**.

Dated this 24th day of August 2022.

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



**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 #: 07-2041-000 CERTIFICATE #: 2020-3826

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 12, 2003 to and including January 12, 2023 Abstractor: Ashley McDonald

BY

Michael A. Campbell,  
As President  
Dated: January 29, 2023

**PROPERTY INFORMATION REPORT**  
**CONTINUATION PAGE**

January 29, 2023

Tax Account #: **07-2041-000**

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

**By Virtue of Warranty Deed recorded 9/2/1994 in OR 3640/828**

**ABTRACTOR'S NOTE: WE FIND NO EVIDENCE OF DEATH FOR FREDDIE WHITLOCK  
RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.**

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 Bank of America, N.A. s/b/m to Barnett Bank of West Florida recorded 9/2/1994 OR 3640/831**
  - b. **Code Enforcement Lien in favor of Escambia County recorded 7/22/2020 OR 8336/1081**
  - c. **Judgment in favor of State of FL/Escambia County recorded 7/27/2006 OR 5957/1281**
  - d. **Judgment in favor of State of FL/Escambia County recorded 8/8/2006 OR 5966/1101**

4. Taxes:

**Taxes for the year(s) 2019-2021 are delinquent.**

**Tax Account #: 07-2041-000**

**Assessed Value: \$64,256.00**

**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): **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 3, 2023

**TAX ACCOUNT #:** 07-2041-000

**CERTIFICATE #:** 2020-3826

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 checked="" type="checkbox"/>	<input type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2021</u> tax year.

**ESTATE OF FREDDIE WHITLOCK**  
**FREDDIE WHITLOCK**  
**4703 LILLIAN HWY**  
**PENSACOLA, FL 32506**

**FREDDIE WHITLOCK**  
**4207 ANTHONY ST, LOT 7C**  
**PENSACOLA, FL 32505**

**ESCAMBIA COUNTY CODE ENFORCEMENT**  
**3363 W PARK PL**  
**PENSACOLA, FL 32505**

**BANK OF AMERICA, N.A.**  
**1800 TAPO CANYON RD**  
**SIMI VALLEY, CA 93063**

**BANK OF AMERICA, N.A.**  
**100 N TRYON ST**  
**CHARLOTTE, NC 28255**

**Certified and delivered to Escambia County Tax Collector, this 29<sup>th</sup> 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 29, 2023**

**Tax Account #:07-2041-000**

### **LEGAL DESCRIPTION EXHIBIT "A"**

**2019 ADVERSE POSSESSION CLAIM PER FLA STATUTE 95.18 E 50 FT OF LT 6 AND W 15 FT OF  
LT 7 BLK C BUENA VISTA S/D PB 2 P 91 OR 3640 P 828 CA 174**

**SECTION 34, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 07-2041-000(0423-14)**

OR Bk3640 Pg0828  
INSTRUMENT 00155044

FILE NO. 94-11882  
DOC. 133.00  
REC. 6.00  
TOTAL 139.00  
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**WARRANTY DEED**

Tax ID # 34-25-30-1172-060-003

KNOW ALL MEN BY THESE PRESENTS: That

Robert P. Hinton and Helen E. Hinton, husband and wife  
707 N. Hennepin Street, Winthrop, Minnesota 55396

Grantor\*

for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt of which is hereby acknowledged has  
bargained, sold, conveyed and granted unto

Freddie Whitlock, a single man

Grantee\*

Address: 4703 Lillian Highway, Pensacola, Florida 32506

grantee's heirs, executors, administrators and assigns, forever, the following described property, situate, lying and being in the County of  
Escambia, State of Florida, to wit:

The East 50 feet of Lot 6, and the West 15 feet of Lot 7, Block C, Buena Vista  
Subdivision, Escambia County, State of Florida, Section 34, Township 2 South,  
Range 30 West, recorded in Plat book 2, at Page 91.

133.00  
9-2-94  
D.S. PD. \$  
DATE  
JOE A. FLOWERS, COMPTROLLER  
BY: *[Signature]* D.C.  
CERT. REG. #59-2043328-27-01

Prepared by &amp; Return to:

Linda G. Salter  
Southland Title of Pensacola  
1120 N. 12th Avenue  
Pensacola, FL 32501

Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are  
not hereby reimposed. Subject also to oil, gas and mineral reservations of record.

Said grantor does fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

\*Wherever used herein, the term "grantee/grantor" shall include the heirs, personal representatives,  
successors and/or assigns of the respective parties hereto, the use of singular member shall include  
the plural, and the plural the singular, the use of any gender shall include the genders.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal on August 24, 1994

Signed, sealed and delivered  
in the presence of:

witness: *[Signature]*  
David E. Schauer

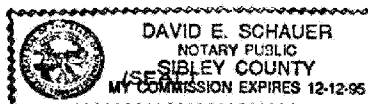
witness: Shirley Miller  
STATE OF Minnesota  
COUNTY OF Sibley

\* *[Signature]* (SEAL)  
Robert P. Hinton (SEAL)  
\* *[Signature]* (SEAL)  
Helen E. Hinton (SEAL)

Before me the subscriber personally appeared Robert P. Hinton and Helen E. Hinton, husband and wife,  
who have produced social security cards as identification and have taken an oath  
known to me, and known to me to be the individual described by said name in and who executed the foregoing instrument and acknowledged  
that, as grantor, executed the same for the uses and purposes therein set forth.

Given under my hand and seal on August 24, 1994

CLERK FILE NO.



*[Signature]*  
Notary Public David E. Schauer  
My Commission Expires:

RESIDENTIAL SALES  
**DISCLOSURE REGARDING  
ABUTTING ROADWAYS**

OR Bk3640 Pg0829  
INSTRUMENT 00155044

**ATTENTION:**

Pursuant to Escambia County Ordinance No. 94-13, Sellers of residential lots are required to disclose to the Buyer--

- (1) whether the roadways that abut the lot or lots to be purchased have been dedicated to public use or are privately held;
- (2) whether such roadways are built to County standards;
- (3) whether roadways will be maintained by the County, and if not, what person or entity will be responsible for maintenance, repair and improvements to the roadways; and
- (4) in the case of roadways not built to County standards, who will be responsible for bringing the roadways up to County standards.

Name of Roadway: 4703 Lillian Highway (State Road #98)

1. The roadway ( ☒ ) has been dedicated ( ☐ ) has not been dedicated to Escambia County.
2. The roadway ( ☐ ) has been built ( ☐ ) has not been built to meet County standards. (unknown by county)
3. The County ( ☐ ) has accepted ( ☒ ) has not accepted the responsibility of maintaining the roadway.

If not, it will be the responsibility of State of Florida to maintain, repair and improve the roadway.

4. It will be the responsibility of State of Florida to bring the roadway up to County standards for the purpose of dedication.

(If there is more than one abutting roadway or if more space is otherwise required, the Seller may attach additional pages so long as the number of pages is indicated on this page and both Seller and Buyer acknowledge each additional page by initial.)

( ☐ ) There will be    attachments incorporated herein comprising    additional pages.

This form completed by:

Southland Title of Pensacola, Inc.

Name

1120 N. 12th Avenue

Address

Pensacola, Florida 32501

City, State, Zip Code

Ordinance No. 94-13 requires the disclosure be attached along with attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida.

OR Bk3640 Pg0830  
INSTRUMENT 00155044

The recordation by County employees of this disclosure shall in no way be construed as a covenant by the County or an acknowledgment of the veracity of the disclosure statements.

## AS TO SELLER(S):

x Robert P. Hinton  
Seller's Name: Robert P. Hinton

x Helen E. Hinton  
Seller's Name: Helen E. Hinton

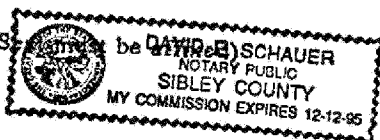
STATE OF ~~FLORIDA~~ MINNESOTA  
COUNTY OF ~~ESCAMBIA~~ Sibley

The foregoing instrument was acknowledged before me this 24 day of August, 1994, by  
Robert P. Hinton and Helen E. Hinton,  
(corporation or individual) Corporation)  
and/by \_\_\_\_\_ (if corporation, title: \_\_\_\_\_, who signs  
(individual or corporate official)

this document on behalf of the corporation), who did not take an oath and who:  
\_\_\_\_\_ is/are personally known to me.

\_\_\_\_\_ produced current Florida driver's license as identification; or  
x \_\_\_\_\_ produced current social security cards as identification.

(Notary Seal)



David E. Schauer  
Signature of Notary Public  
David E. Schauer  
Name of Notary Printed  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

Instrument 00155044  
Filed and recorded in the  
Public Records  
SEPTEMBER 2, 1994  
at 10:22 A.M.  
in Book and Page noted  
above or hereon  
and record verified  
JOE A. FLOWERS,  
COMPTROLLER,  
Escambia County,  
Florida

## AS TO BUYER(S):

Freddie Whitlock  
Buyer's Name: Freddie Whitlock

Buyer's Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29 day of August, 1994, by  
Freddie Whitlock (a Florida/  
(corporation or individual) Corporation)  
and/by \_\_\_\_\_ (if corporation, title: \_\_\_\_\_, who signs  
(individual or corporate official)

this document on behalf of the corporation), who did not take an oath and who:  
\_\_\_\_\_ is/are personally known to me.

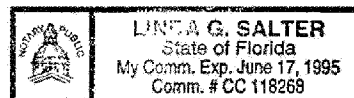
xx produced current Florida driver's license as identification; or  
\_\_\_\_\_ produced current \_\_\_\_\_ as identification.

(Notary Seal must be affixed)

Linda G. Salter  
Signature of Notary Public  
Linda G. Salter

Name of Notary Printed  
My Commission Expires: \_\_\_\_\_  
Commission Number: \_\_\_\_\_

THIS FORM APPROVED BY THE  
ESCAMBIA COUNTY BOARD  
OF COUNTY COMMISSIONERS - 7/94



1950  
63.35  
36.10  
AFTER RECORDING MAIL TO:

L. Salter/Southland Title  
1120 N. 12th Avenue  
Pensacola, Florida 32501  
File #94-11882

OR Bk3640 Pg0831  
INSTRUMENT 00155045

Prepared By: Susan Pelt  
Post Office Address: Barnett Bank of West Florida  
5041 BAYOU BLVD  
PENSACOLA, FL 32503  
LOAN NO. 826981

Date: 9-2-94  
Received \$ 63.35 in  
payment of Documentary Stamps  
Cert. # 59-2043328-27-01 and  
\$ 36.10 in payment of  
Class "C" Intangible Personal  
Property Tax.  
Joe A. Flowers, Comptroller  
Escambia County, Florida  
BY M. W. A. G. D.C.

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on August 29, 1994 . The mortgagor is  
FREDDIE WHITLOCK, A SINGLE MAN

This Security Instrument is given to Barnett Bank of West Florida ("Borrower").  
Mortgage Company, P.O. Box 40843, Jacksonville, Florida 32203-0843, which is organized and existing under the laws of  
the State of Florida , and whose address is 5041 Bayou Boulevard, Pensacola, FL 32503 , care of Barnett

Borrower owes Lender the principal sum of Eighteen Thousand Fifty Dollars and no/100 ("Lender").  
Dollars (U.S. \$ 18,050.00 ). This debt is

evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if  
not paid earlier, due and payable on September 1, 2024 . This Security Instrument secures to Lender: (a) the repayment of the debt  
evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest,  
advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements  
under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following  
described property located in Escambia County, Florida:

The East 50 feet of Lot 6, and the West 15 feet of Lot 7, Block C, Buena Vista  
Subdivision, Escambia County, State of Florida, Section 34, Township 2 South,  
Range 30 West, recorded in Plat book 2, at Page 91.

which has the address of 4703 LILLIAN HIGHWAY PENSACOLA  
[Street] [City]  
Florida 32506 ("Property Address");  
[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or  
hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to  
in this Security Instrument as the "Property."

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

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction  
to constitute a uniform security instrument covering real property.

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

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

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day  
monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain  
priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly  
hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any  
sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums.  
These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a  
lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act  
of 1974 as amended from time to time, 12 U.S.C. 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If  
so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds  
due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if  
Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge  
Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower  
interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge  
for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless  
an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the  
Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge,  
an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The  
Funds are pledged as additional security for all sums secured by this Security Instrument.

FLORIDA-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT

ISC/CMDTFL/1291/3010(9-90)-L  
LFG FL CONV MORTG. #3010  
CDG FL CONV MORTG. #3010 C408

PAGE 1 OF 4

FORM 3010 9/90

OR Bk3640 Pg0832  
INSTRUMENT 00155045

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

OR Bk3640 Pg0833  
INSTRUMENT 00155045

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

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

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

**23. Attorneys' Fees.** As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.



OR Bk3640 Pg0834  
INSTRUMENT 00155045

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

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) [specify]      |   |   |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Linda G. Salter  
WITNESS Linda G. Salter

FREDDIE WHITLOCK (Seal)  
Address: 4207 ANTHONY ST., LOT 7C -Borrower  
PENSACOLA FL 32505

Walter K. Pierce  
WITNESS Walter K. Pierce

\_\_\_\_\_  
Address: (Seal)  
-Borrower

\_\_\_\_\_  
Address: (Seal)  
-Borrower

[Space Below This Line For Acknowledgment]

STATE OF FLORIDA,

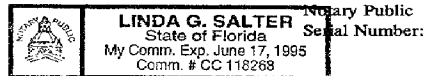
ESCAMBIA

County ss:

The foregoing instrument was acknowledged before me this August 29, 1994 by  
FREDDIE WHITLOCK who is personally known to me or who has produced  
his drivers license as identification.

Linda G. Salter  
Linda G. Salter

[Seal]



STATE OF FLORIDA,

County ss:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by  
who is personally known to me or who has produced  
as identification.

[Seal]

Notary Public  
Serial Number:

STATE OF FLORIDA,

County ss:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by  
who is personally known to me or who has produced  
as identification.

[Seal]

**Instrument 00155045**  
Filed and recorded in the  
public records  
SEPTEMBER 2, 1994  
at 10:22 A.M.  
in Book and Page noted  
above or hereon  
and record verified  
JOE A. FLOWERS,  
COMPTROLLER  
Escambia County,  
Florida

Notary Public  
Serial Number

STATE OF FLORIDA,

County ss:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by  
who is personally known to me or who has produced  
as identification.

[Seal]

Recorded in Public Records 7/22/2020 12:31 PM OR Book 8336 Page 174,  
Instrument #2020059497, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$27.00

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

PETITIONER  
ESCAMBIA COUNTY FLORIDA,

CASE NO: CE2003929U  
LOCATION: 4703 LILLIAN HWY  
PR#: 342S301172060003

VS.

, WHITLOCK FREDDIE EST OF  
4703 LILLIAN HWY  
PENSACOLA, FL 32506

RESPONDENT(S)

ORDER

This CAUSE having come before the Office of Environmental Enforcement  
Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged  
violation of the ordinances of the County of Escambia, State of Florida, and the Special  
Magistrate having considered the evidence before him in the form of testimony by the  
Enforcement Officer and the Respondent or representative, thereof, None,  
as well as evidence submitted and after consideration of the appropriate sections of  
the Escambia County Code of Ordinances, the Special Magistrate finds that a violation  
of the following Code of Ordinance(s) has occurred and continues:

**Unsafe Structure - 30-203 (BB) No screens on windows**

**Unsafe Structures - 30-203 (W) Window hard to open/hardware missing**

THEREFORE, The Special Magistrate being otherwise fully advised in the  
premises; it is hereby **ORDERED** that the **RESPONDENT(S)** shall have until  
**8/13/2020** to correct the violation and to bring the violation into compliance.

Corrective action shall include:

**Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.**

If you fail to fully correct the violation within the time required, you will be assessed a fine of **\$25.00** per day, commencing **8/14/2020**. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED**, immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE(S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND OWING OF DESCRIBED VEHICLE(S)**. The reasonable cost of such will be assessed against you and will constitute a lien on the property. Pursuant to Escambia County Resolution R2017-132, costs in the amount of **\$235.00** are awarded in favor of Escambia County as the prevailing party against **RESPONDENT(S)**.


This fine shall be forwarded to the Board of County Commissioners. Under the authority of sec. 162.09, Fla. Stat., and Sec. 30-35 of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All fees, fines and costs owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided

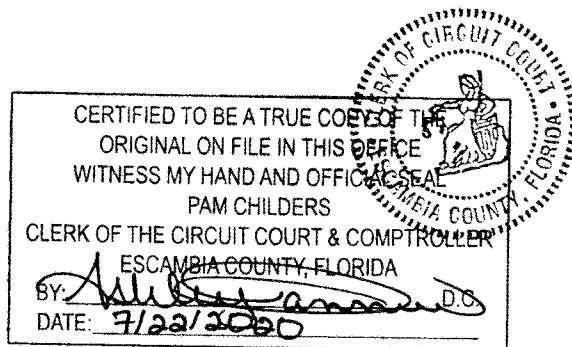
by law.

**You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 3363 W Park Place, Pensacola, Florida 32505 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.**

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

**DONE AND ORDERED** at Escambia County, Florida on the 14th day of July, 2020.

  
John B. Trawick  
Special Magistrate  
Office of Environmental Enforcement



✓  
IN THE CIRCUIT COURT OF  
ESCAMBIA COUNTY, FLORIDA

ERNIE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL

STATE OF FLORIDA

2006 JUL 19 P 7 12 CASE NO: 2005 CF 001283 A  
DIVISION: E

COURT DIVISION  
FILED & RECORDED

vs

FREDERICK WHITLOCK

B/M DOB: 11/19/1971

\*\*\*\*\*

JUDGMENT AGAINST DEFENDANT FOR ATTORNEY'S FEES AND COSTS

It is hereby ordered and adjudged that the above-named defendant shall pay to the Clerk of the Circuit Court on behalf of the State of Florida, the sum of \$ 1500.00, which the Court has determined to be the reasonable value for the assistance of Court-appointed counsel and for taxable costs in this cause, plus an additional \$ 40.00 Application Fee to be deposited into the Indigent Criminal Defense Trust Fund, for a total of \$ 1540.00.

It is further ordered and adjudged that, in accordance with Section 938.29(2)(a), Florida Statutes, a lien is hereby created against all of the property, both real and personal, of the defendant and his/her estate, in the amount aforesaid, in favor of the State of Florida and shall bear interest at the rate set out in s.55.03 Florida Statutes, for which let execution issue.

Payment toward this lien should be made to Honorable Ernie Lee Magaha, Clerk of the Circuit Court, Attn: Circuit Criminal Division, PO Box 333, Pensacola, FL 32591-0333.

Note: You have the right to have a hearing with respect to the appropriateness of the Public Defender fee imposed by the Court. If you wish to have a hearing, you must file a written request with the Court within ten days of the date hereof.

DONE AND ORDERED this 19 day of July, 2006.

  
Judge

cc: Defendant

Case: 2005 CF 001283 A



00069694438

Dkt: CF361 Pg#:

IN THE CIRCUIT COURT IN AND  
FOR ESCAMBIA COUNTY, FLORIDA

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2023010362 2/9/2023 11:09 AM  
OFF REC BK: 8928 PG: 499 Doc Type: FCL

STATE OF FLORIDA,

vs.

CASE NO.: 2005 CF 001283 A  
DIVISION: E

DEFENDANT: FREDERICK WHITLOCK

DATE OF BIRTH: 11/19/1971

Case: 2005 CF 001283 A  
00007099649  
Dkt: CF618 Pg#:

FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES

On JULY 19, 2006, an order assessing fines, costs, and additional charges was entered  
against Defendant requiring payment of certain sums for fines, costs, and additional charges.

Defendant having failed to make full payment,

IT IS ADJUDGED that the Escambia County Clerk of Court, 190 Governmental Center,  
Pensacola, Florida 32502 recover from Defendant those remaining unpaid fines, costs and  
additional charges in the sum of \$ 1393.00, the amount of which shall bear interest at the rate  
prescribed by law (9%) until satisfied.

It is further ORDERED AND ADJUDGED that a lien is hereby created against all of the  
property, both real and personal, of the defendant.

FOR WHICH LET EXECUTION ISSUE.

DONE AND ORDERED in open court/chambers in Pensacola, Escambia County,

Florida, this 31<sup>st</sup> day of July, 2006.

*[Signature]*  
CIRCUIT JUDGE

cc: ASSISTANT STATE ATTORNEY  
cc: PD PUBLIC DEFENDER  
cc: DEFENDANT

CERTIFIED TO BE A TRUE COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT & COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA  
BY: *[Signature]* D.C.  
DATE: 2.9.23



FILED & RECORDED  
CIRCUIT CLERK'S DIVISION  
2006 JUL 31 P 2:57  
ERNEE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL

**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: 072041000 Certificate Number: 003826 of 2020**

**Payor: JOSEPH SIMS 416 MONA DR APT 2 DOTHAN AL 36303 Date 2/22/2023**

Clerk's Check #	456158549	Clerk's Total	\$517.56
Tax Collector Check #	1	Tax Collector's Total	\$3,956.20
		Postage	\$41.38
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	<del>\$4,532.04</del>

**\$ 4,413.95**

**PAM CHILDERS**  
Clerk of the Circuit Court

Received By  
Deputy Clerk

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

**PAM CHILDERS**  
 CLERK OF THE CIRCUIT COURT  
 ARCHIVES AND RECORDS  
 CHILDSUPPORT  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
 COUNTY CIVIL  
 COUNTY CRIMINAL  
 DOMESTIC RELATIONS  
 FAMILY LAW  
 JURY ASSEMBLY  
 JUVENILE  
 MENTAL HEALTH  
 MIS  
 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 # 2020 TD 003826**

**Redeemed Date 2/22/2023**

**Name JOSEPH SIMS 416 MONA DR APT 2 DOTHAN AL 36303**

Clerk's Total = TAXDEED	\$517.56	<b>\$4,396.95</b>
Due Tax Collector = TAXDEED	\$3,856.20	
Postage = TD2	\$41.28	
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: 072041000 Certificate Number: 003826 of 2020

Redemption ☐ No ☒ Application Date  Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="4/3/2023"/>	Redemption Date <input type="text" value="2/22/2023"/>
Months	9	7
Tax Collector	<input type="text" value="\$3,480.13"/>	<input type="text" value="\$3,480.13"/>
Tax Collector Interest	\$469.82	\$365.41
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$3,956.20	<input type="text" value="\$3,851.79"/> TC
Record TDA Notice	<input type="text" value="\$17.00"/>	<input type="text" value="\$17.00"/>
Clerk Fee	<input type="text" value="\$119.00"/>	<input type="text" value="\$119.00"/>
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	\$61.56	\$47.88
Total Clerk	\$517.56	<input type="text" value="\$503.88"/> CH
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="\$41.28"/>	<input type="text" value="\$41.28"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$4,532.04	\$4,413.95
	Repayment Overpayment Refund Amount	<del>\$71.14</del> 120 + 200 + 41.28 = <input type="text" value="\$361.28"/>
Book/Page	<input type="text" value="8848"/>	<input type="text" value="817"/>

redeemer

## 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 8848, Page 817, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 03826, issued the 1st day of June, A.D., 2020

TAX ACCOUNT NUMBER: 072041000 (0423-14)

### DESCRIPTION OF PROPERTY:

**2019 ADVERSE POSSESSION CLAIM PER FLA STATUTE 95.18 E 50 FT OF LT 6 AND W 15 FT OF  
LT 7 BLK C BUENA VISTA S/D PB 2 P 91 OR 3640 P 828 CA 174**

**SECTION 34, TOWNSHIP 2 S, RANGE 30 W**

**NAME IN WHICH ASSESSED: EST OF FREDDIE WHITLOCK**

Dated this 22nd day of February 2023.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk