



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

0922-61

Part 1: Tax Deed Application Information					
Applicant Name Applicant Address	ATCF II FLORIDA-A, LLC PO BOX 69239 BALTIMORE, MD 21264-9239		Application date	Apr 08, 2022	
Property description LYNCH WILLIAM P 1615 E SCOTT ST PENSACOLA, FL 32503 1615 E SCOTT ST 14-2543-000 E 20 3/10 FT OF LT 3 & ALL LTS 4 & 5 & W 1/2 OF LT 6 BLK 296 NEW CITY TRACT OR 3209 P 249 OR 3975 P (Full legal attached.)	Certificate #		2020 / 8351		
	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)	
# 2020/8351	06/01/2020	1,117.71	55.89	1,173.60	
→ Part 2: Total*				1,173.60	
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)
# 2021/6539	06/01/2021	1,149.87	6.25	57.49	1,213.61
Part 3: Total*					1,213.61
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)				2,387.21	
2. Delinquent taxes paid by the applicant				0.00	
3. Current taxes paid by the applicant				1,060.65	
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)				3,822.86	
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: <u>Candice Dunes</u> Signature, Tax Collector or Designee			Escambia, Florida Date April 18th, 2022		

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.	48,903
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>09/06/2022</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.

E 20 3/10 FT OF LT 3 & ALL LTS 4 & 5 & W 1/2 OF LT 6 BLK 296 NEW CITY TRACT OR 3209 P 249 OR 3975 P 585 CA 37

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2200059

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,
ATCF II FLORIDA-A, LLC
PO BOX 69239
BALTIMORE, MD 21264-9239,

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
14-2543-000	2020/8351	06-01-2020	E 20 3/10 FT OF LT 3 & ALL LTS 4 & 5 & W 1/2 OF LT 6 BLK 296 NEW CITY TRACT OR 3209 P 249 OR 3975 P 585 CA 37

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
ATCF II FLORIDA-A, LLC
PO BOX 69239
BALTIMORE, MD 21264-9239

04-08-2022
Application Date

Applicant's signature



Chris Jones Escambia County Property Appraiser

ECPA Home

Real Estate Search

Tangible Property Search

Sale List

← Nav. Mode ☒ Account ☐ Parcel ID →

Printer Friendly Version

General Information

Parcel ID: 0005009025030296
Account: 142543000
Owners: LYNCH WILLIAM P
Mail: 1615 E SCOTT ST
PENSACOLA, FL 32503
Situs: 1615 E SCOTT ST 32503
Use Code: MULTI-FAMILY <=9
Units: 2
Taxing Authority: PENSACOLA CITY LIMITS
Tax Inquiry: [Open Tax Inquiry Window](#)
Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2021	\$174,673	\$82,321	\$256,994	\$97,806
2020	\$145,561	\$72,105	\$217,666	\$96,456
2019	\$145,561	\$67,298	\$212,859	\$94,288

[Disclaimer](#)

[Market Value Breakdown Letter](#)

[Tax Estimator](#)

[File for New Homestead Exemption Online](#)

Sales Data [MLS Listing #605003](#)

Sale Date	Book	Page	Value	Type	Official Records (New Window)
07/1992	3209	249	\$29,900	WD	
07/1986	2262	253	\$14,700	WD	
01/1976	1035	641	\$100	OT	
01/1902	1081	602	\$100	WD	

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

2021 Certified Roll Exemptions

HOMESTEAD EXEMPTION

Legal Description

E 20 3/10 FT OF LT 3 & ALL LTS 4 & 5 & W 1/2 OF LT 6 BLK
296 NEW CITY TRACT OR 3209 P 249 OR 3975 P 585 CA 37

Extra Features

None

Parcel

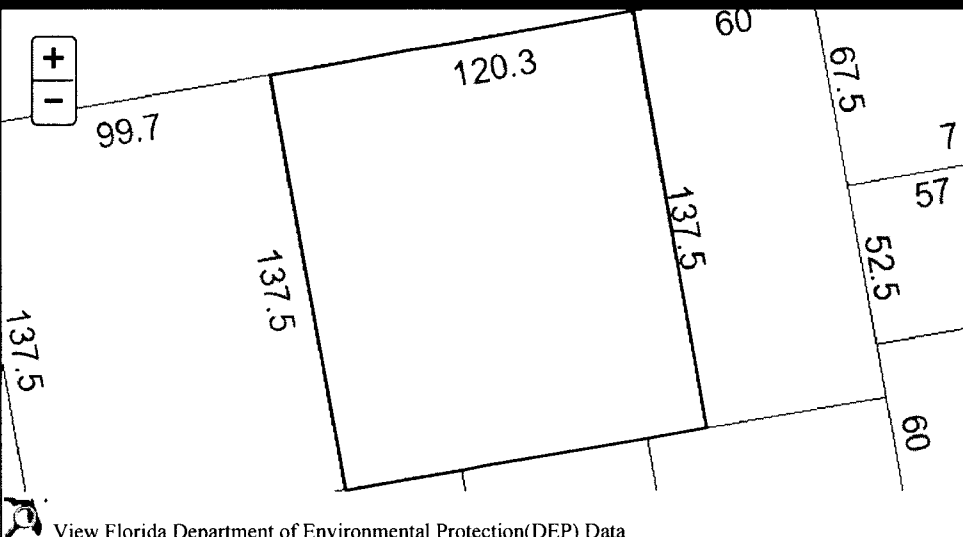
Information

Section Map Id:
CA037

Approx. Acreage:
0.3737

Zoned:
R-1AA

Evacuation & Flood Information
[Open Report](#)



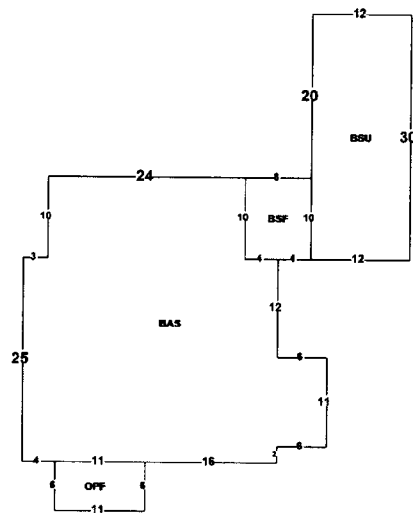
[View Florida Department of Environmental Protection \(DEP\) Data](#)

Buildings

Address: 1615 E SCOTT ST, Year Built: 1938, Effective Year: 1938, PA Building ID#: 22522

Structural Elements
 DECOR/MILLWORK-AVERAGE
 DWELLING UNITS-1
 EXTERIOR WALL-SIDING-SHT.AVG.
 FLOOR COVER-HARDWOOD/PARQET
 FOUNDATION-WOOD/SUB FLOOR
 HEAT/AIR-WALL/FLOOR FURN
 INTERIOR WALL-DRYWALL-PLASTER
 NO. PLUMBING FIXTURES-5
 NO. STORIES-1
 ROOF COVER-COMPOSITION SHG
 ROOF FRAMING-GABLE
 STORY HEIGHT-0
 STRUCTURAL FRAME-WOOD FRAME

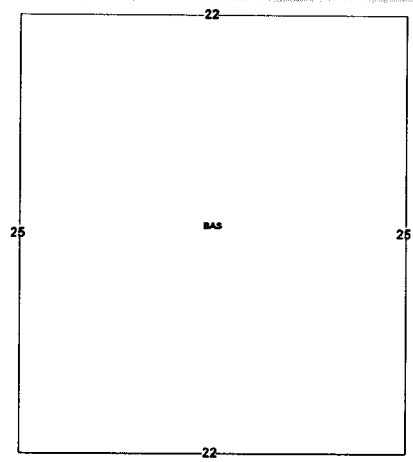
Areas - 1587 Total SF
 BASE AREA - 1081
 BASE SEMI FIN - 80
 BASE SEMI UNF - 360
 OPEN PORCH FIN - 66



Address:1613 E SCOTT ST, Year Built: 1952, Effective Year: 1952, PA Building ID#: 22523

Structural Elements
 DECOR/MILLWORK-AVERAGE
 DWELLING UNITS-1
 EXTERIOR WALL-CONCRETE BLOCK
 FLOOR COVER-CARPET
 FOUNDATION-SLAB ON GRADE
 HEAT/AIR-WALL/FLOOR FURN
 INTERIOR WALL-DRYWALL-PLASTER
 NO. PLUMBING FIXTURES-3
 NO. STORIES-1
 ROOF COVER-COMPOSITION SHG
 ROOF FRAMING-HIP
 STORY HEIGHT-0
 STRUCTURAL FRAME-MASONRY PIL/STL

Areas - 550 Total SF
 BASE AREA - 550



Images



8/24/2015 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:04/19/2022 (tc 69138)

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **ATCF II FLORIDA-A LLC** holder of **Tax Certificate No. 08351**, 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:

E 20 3/10 FT OF LT 3 & ALL LTS 4 & 5 & W 1/2 OF LT 6 BLK 296 NEW CITY TRACT OR 3209 P 249 OR 3975 P 585 CA 37

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 142543000 (0922-61)

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

WILLIAM P LYNCH

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** Tuesday in the month of September, which is the **6th day of September 2022.**

Dated this 20th day of April 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

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



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

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

COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

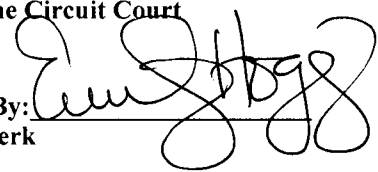
PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 142543000 Certificate Number: 008351 of 2020

Payor: WILLIAM P LYNCH 1615 E SCOTT ST PENSACOLA, FL 32503 **Date 5/25/2022**

Clerk's Check #	1	Clerk's Total	\$490.20
Tax Collector Check #	1	Tax Collector's Total	\$4,115.82
		Postage	\$60.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$4,683.02

\$4046.29

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
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BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

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

COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

Case # 2020 TD 008351

Redeemed Date 5/25/2022

Name WILLIAM P LYNCH 1615 E SCOTT ST PENSACOLA, FL 32503

Clerk's Total = TAXDEED	\$490.20	\$490.20 \$ 4029.29
Due Tax Collector = TAXDEED	\$4,115.82	
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: 142543000 Certificate Number: 008351 of 2020

Redemption ☐ No ☒ Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 9/6/2022	Redemption Date 5/25/2022
Months	5	1
Tax Collector	\$3,822.86	\$3,822.86
Tax Collector Interest	\$286.71	\$57.34
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$4,115.82	<u>\$3,886.45</u> TC
Record TDA Notice	\$17.00	\$17.00
Clerk Fee	\$119.00	\$119.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$200.00	\$200.00
App. Fee Interest	\$34.20	\$6.84
Total Clerk	\$490.20	<u>\$462.84</u> CH
Release TDA Notice (Recording)	\$10.00	\$10.00
Release TDA Notice (Prep Fee)	\$7.00	\$7.00
Postage	\$60.00	\$0.00
Researcher Copies	\$0.00	\$0.00
Total Redemption Amount	\$4,683.02	\$4,366.29
	Repayment Overpayment Refund Amount	\$316.73
Book/Page		

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 8768, Page 187, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 08351, issued the 1st day of June, A.D., 2020

TAX ACCOUNT NUMBER: **142543000 (0922-61)**

DESCRIPTION OF PROPERTY:

**E 20 3/10 FT OF LT 3 & ALL LTS 4 & 5 & W 1/2 OF LT 6 BLK 296 NEW CITY TRACT OR 3209 P
249 OR 3975 P 585 CA 37**

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

NAME IN WHICH ASSESSED: WILLIAM P LYNCH

Dated this 25th day of May 2022.



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 #: 14-2543-000 CERTIFICATE #: 2020-8351

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: May 26, 1992 to and including May 26, 2022 Abstractor: Alicia Hahn

BY

Michael A. Campbell,
As President
Dated: June 6, 2022

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

June 6, 2022

Tax Account #: **14-2543-000**

1. The Grantee(s) of the last deed(s) of record is/are: **WILLIAM P. LYNCH AKA WILLIAM PAUL LYNCH**

By Virtue of Warranty Deed recorded 7/21/1992 in OR 3209/249 and by Virtue of Quit Claim Deed recorded 5/16/1996 in OR 3975/585

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 WMC Mortgage Corp. recorded 10/2/1998 OR - 4314/1475 and assigned to Nations Credit Home Equity Services Corporation recorded 7/13/1999 OR – 4437/1406 and assigned to The Bank of New York recorded 5/5/2008 OR – 6355/231**
 - b. **Judgment in favor of Jeffrey A. Cramer recorded 11/21/2002 OR – 5016/339**

4. Taxes:

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

Tax Account #: 14-2543-000

Assessed Value: \$97,806.00

Exemptions: HOMESTEAD

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: SEPTEMBER 6, 2022

TAX ACCOUNT #: 14-2543-000

CERTIFICATE #: 2020-8351

In compliance with Section 197.522, Florida Statutes, the following is a list of names and addresses of those persons, firms, and/or agencies having legal interest in or claim against the above-described property. The above-referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES NO

☐☒

Notify City of Pensacola, P.O. Box 12910, 32521

☐☒

Notify Escambia County, 190 Governmental Center, 32502

☒☐

Homestead for 2021 tax year.

WILLIAM P. LYNCH A/K/A WILLIAM PAUL LYNCH
1615 E SCOTT ST
PENSACOLA, FL 32503

JEFFREY A CRAMER
1 INDEPENDENCE DR., STE 3300
JACKSONVILLE, FL 32202

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

Certified and delivered to Escambia County Tax Collector, this 6th day of May, 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

June 6, 2022

Tax Account #:14-2543-000

**LEGAL DESCRIPTION
EXHIBIT "A"**

**E 20 3/10 FT OF LT 3 & ALL LTS 4 & 5 & W 1/2 OF LT 6 BLK 296 NEW CITY TRACT OR 3209 P
249 OR 3975 P 585 CA 37**

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 14-2543-000(0922-61)

CA Form 105

FILE NO. 92-460
DOC. 179.40
SUBORDINATE
REC. 3.0041.00

TAX ID # 14-2543-000

0520910 249

This instrument was prepared by:
TITLE SERVICES OF WEST FL
1602 NORTH NINTH AVENUE
PENSACOLA, FLORIDA, 32503

STATE OF FLORIDA

COUNTY OF ESCAMBIA 1615 EAST SCOTT STREET, PENSACOLA, FL. 32503
Grantee's Address

KNOW ALL MEN BY THESE PRESENTS: That JOSEPH RICHARDSON AND WILLIE J. RICHARDSON,
HUSBAND AND WIFE,

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 WILLIAM PAUL LYNCH
AN UNMARRIED MAN

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:

LOT 5, AND THE WEST 1/2 OF LOT 6, BLOCK 296, NEW CITY TRACT, CITY OF PENSACOLA
ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF THE CITY OF PENSACOLA, COPY-
RIGHTED BY THOMAS C. WATSON IN THE YEAR 1906.

D.S. PD. \$ 179.40
DATE 7-21-92
JOE A. FLOWERS, COMPTROLLER
BY: D. P. Flowers, P.C.
CERT. REG. #59-2043328-27-01

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 re-
presentatives, 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 all genders.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal on JULY 17, 1992

Signed, sealed and delivered
in the presence of:

J. CALDER
Derek Childress

Joseph Richardson (SEAL)
WILLIE J. RICHARDSON (SEAL)
WILLIE J. RICHARDSON (SEAL)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this JULY 17, 1992 by
JOSEPH RICHARDSON AND WILLIE J. RICHARDSON, HUSBAND AND WIFE, WHO PRODUCED
AS IDENTIFICATION AND WHO DID NOT
CLERK FILE NO.

JEANETTE LEE CALDER
Notary Public
7-15-1993
My Commission Expires

6.00
6.30

OR Bk3975 Pg0585
INSTRUMENT 00295943

Zoie Magee
This document prepared by Zoie Magee
Compass Bank
1170 Gulf Breeze Pkwy.
Gulf Breeze, FL 32561

D S PD \$8.30
Mort \$0.00 ASUM \$0.00
MAY 16, 1996
Ernie Lee Magaha,
Clerk of the Circuit Court
BY: *D. Powers* D.C.

Form A298

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 7th day of February, 1996,
by first party, Mary E. Lynch
whose post office address is 306 Camelia St. Gulf Breeze, FL 32561
to second party, *✓* William P. Lynch
whose post office address is *✓* 1615 East Scott St. Pensacola, FL 32503

WITNESSETH, That the said first party, for good consideration and for the sum of \$10.00
Dollars (\$ 10.00) paid by the said second party, the receipt whereof is hereby
acknowledged, does hereby remise, release and quitclaim unto the said second party forever, all the right, title, inter-
est and claim which the said first party has in and to the following described parcel of land, and improvements and
appurtenances thereto in the County of Escambia, State of Florida
to wit: Legal Description:

E 20 3-10' of lot 3 and all lot 4
Block 296 New City Track
3518 P. 989
ca 37

Instrument 00295943
Filed and recorded in the
Official Records
MAY 16, 1996
at 03:00 P.M.
ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT
Escambia County,
Florida

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first
above written.

Signed, sealed and delivered in presence of:

Zoie Magee
Phyllis Krause
Witness Phyllis Krause
Phyllis Krause
Witness

Mary E. Lynch
First Party Mary E. Lynch
William P. Lynch
Second Party William P. Lynch

State of Florida }
County of Santa Rosa }

On Feb. 7, 1996 before me, *Glen W. Boutwell*
appeared *Mary E. Lynch and William P. Lynch*
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s)
is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon
behalf of which the person(s) acted, executed the instrument.
WITNESS my hand and official seal.

Signature *Glen W. Boutwell*
Signature of Notary

OFFICIAL NOTARY SEAL
GLEN W. BOUTWELL
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC453835
MY COMMISSION EXP. APR. 19, 1999

Affiant Known *✓* Produced ID
Type of ID *FDL-2520-935-61-180-D*
FDL-2520-585-27-827(Seal)-D



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(Revised 1/95)

Return To: 98-17604
 Southland Title of Pensacola, Inc.
 1120 N. 12th Ave.
 Pensacola, Florida 32501

When Recorded, Mail To:
 WMC MORTGAGE CORP.
 (EQUITY SERVICES)
 6320 CANOGA AVE, 7TH FL, TR-790 #720
 WOODLAND HILLS, CA 91367

Prepared by: *Rebecca Smoot*
 WMC Mortgage Corp.
 6320 Canoga Ave. 7th Fl.
 Woodland Hills, CA 91367

OR BK 4314 PG1475
 Escambia County, Florida
 INSTRUMENT 98-528468

MTG DOC STAMPS PD @ ESC CO \$ 112.00
 10/02/98 ERNIE LEE MAGNANO, CLERK
 By: *[Signature]*

INTANGIBLE TAX PD @ ESC CO \$ 64.00
 10/02/98 ERNIE LEE MAGNANO, CLERK
 By: *[Signature]*

[Space Above This Line For Recording Data]

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on SEPTEMBER 25, 1998
 WILLIAM PAUL LYNCH, AN UNMARRIED MAN

. The mortgagor is

1615 E. SCOTT STREET, PENSACOLA

, FL 32503

, whose address is

("Borrower"). This Security Instrument is given to
 WMC MORTGAGE CORP.

which is organized and existing under the laws of CALIFORNIA
 address is P.O. BOX 54089

LOS ANGELES, CA 90054

THIRTY TWO THOUSAND AND NO/100

("Lender"). Borrower owes Lender the principal sum of

Dollars (U.S. \$ 32,000.00).

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 OCTOBER 1, 2028

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:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AND KNOWN AS
 EXHIBIT "A".

which has the address of 1615 E. SCOTT STREET, PENSACOLA
 Florida 32503

[Zip Code] ("Property Address");

[Street, City],

FLORIDA-Single Family-FNMA/FHLMC UNIFORM
 INSTRUMENT Form 3010 9/30
 -6R(FL) (9309) 03 Amended 5/91
 VMP MORTGAGE FORMS - (800)521-7291

Page 1 of 6

MPFL3112 - 05/96

Initials *[Signature]*



10223893

OR BK 4314 PG1476
Escambia County, Florida
INSTRUMENT 98-528468

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. Section 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.

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

OR BK 4314 PG1477
Escambia County, Florida
INSTRUMENT 98-528468

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.

OR BK 4314 PG1478
Escambia County, Florida
INSTRUMENT 98-528468

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 period 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.

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.

OR BK 4314 PG 1479
Escambia County, Florida
INSTRUMENT 98-528468

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.

OR BK 4314 P61480
Escambia County, Florida
INSTRUMENT 98-528468

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.

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)]

- | | | |
|---|---|---|
| ☒ Adjustable Rate Rider | ☐ Condominium Rider | ☐ 1-4 Family Rider |
| ☐ Graduated Payment Rider | ☐ Planned Unit Development Rider | ☐ Biweekly Payment Rider |
| ☐ Balloon Rider | ☐ Rate Improvement Rider | ☐ Second Home Rider |
| ☐ VA Rider | ☐ 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:

Amy K. Patterson
Amy K. Patterson
Ronald W. Swiger
Ronald W. Swiger

William Paul Lynch (Seal)
WILLIAM PAUL LYNCH -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

STATE OF FLORIDA,

Escambia County ss:

The foregoing instrument was acknowledged before me this September 25, 1998 by
William Paul Lynch, an unmarried man
who is personally known to me or who has produced a driver's license as identification.

AMY K. PATTERSON
Notary Public-State of FL
Comm. Exp: Oct. 30, 2001
Comm. No: CC 693204

Amy K. Patterson
Notary Public

OR BK 4314 PG1481
Escambia County, Florida
INSTRUMENT 98-528468

ADJUSTABLE RATE RIDER (LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 25TH day of SEPTEMBER, 1998, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

WMC MORTGAGE CORP.,

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1615 E. SCOTT STREET
PENSACOLA, FL 32503

[Property Address]

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

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

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 10.7500 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

MULTISTATE ADJUSTABLE RATE RIDER - LIBOR INDEX - Single Family

 -1172207 (9803)

Page 1 of 4

ELECTRONIC LASER FORMS, INC. - (800)327-0545

815U

MFCD9752 (3/98)

10223893

OR BK 4314 PG1482
Escambia County, Florida
INSTRUMENT 98-528468

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of OCTOBER, 2000, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in **The Wall Street Journal**. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

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

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding SIX AND THREE FOURTHS percentage point(s) (6.7500 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

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

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 12.2500 % or less than 10.7500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE PERCENT from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 17.2500 % or less than 10.7500 %.

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Page 2 of 4

815U

MFCD9752 (3/98)

10223893

OR BK 4314 PG1483
Escambia County, Florida
INSTRUMENT 98-528468

(E) Effective Date of Changes

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

(F) Notice of Changes

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

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

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

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

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

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums

 -1172207 (9803)

Page 3 of 4

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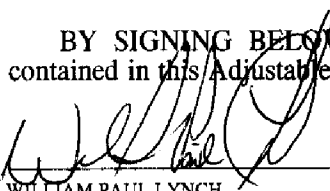
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OR BK 4314 PG 1484
Escambia County, Florida
INSTRUMENT 98-528468

secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

 _____ WILLIAM PAUL LYNCH	(Seal) _____ -Borrower	(Seal) _____ -Borrower
_____ (Seal) _____ -Borrower	(Seal) _____ -Borrower	(Seal) _____ -Borrower
_____ (Seal) _____ -Borrower	(Seal) _____ -Borrower	(Seal) _____ -Borrower
_____ (Seal) _____ -Borrower	(Seal) _____ -Borrower	(Seal) _____ -Borrower

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Page 4 of 4

815U

MFCD9752 (3/98)

10223893

OR BK 4314 PG1485
Escambia County, Florida
INSTRUMENT 98-528468

RCD Oct 02, 1998 02:12 pm
Escambia County, Florida

Exhibit "A"

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 98-528468

Lot 5 and the West 1/2 of Lot 6, Block 296, New City Tract, City of Pensacola,
Escambia County, Florida, according to map of the City of Pensacola,
copyrighted by Thomas C. Watson in the year 1906.

OR BK 4437 PG 1406
Escambia County, Florida
INSTRUMENT 99-629193

7002155815

WMC No.	10223893
Inv Loan No.	
Commit. No.	NEW FUNDINGS
Tax ID No.	
Prepared By: ALLYONA OGANESIAN	
When Recorded, Mail To:	

✓ **InterLink Mortgage Services**
9121 Oakdale Avenue
Chatsworth, CA 91311

Recorder's Use Only

Note: This Assignment should be kept with the Note and Mortgage hereby assigned.

Assignment of Mortgage

For Valuable Consideration, WMC MORTGAGE CORP.
P.O. BOX 54089, LOS ANGELES, CA 90054

grants, assigns, and transfers to: Nations Credit Home Equity Services Corporation hereby
405 West Loop 820 South, Ste. 110
Fort Worth, TX 76108

all beneficial interest under that certain Mortgage dated: SEPTEMBER 25, 1998 executed by:
WILLIAM PAUL LYNCH, AN UNMARRIED MAN

as Mortgagor, and recorded as instrument No. 98-528468, on 10-2-98,
in Book 4314 at Page 1475 of Official Records, in the office of the
Recorder of ESCAMBIA County, FLORIDA, together with the Promissory
Note .. secured by said Mortgage and also all rights accrued or to accrue under said Mortgage.

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AND KNOWN AS
EXHIBIT "A".

WMC MORTGAGE CORP.

ANNIE MARANDJIAN, Assistant Secretary

Dated OCTOBER 5, 1998

State of California SS
County of Los Angeles SS

On OCTOBER 5, 1998, before me the undersigned, a Notary Public in and for said State, personally
appeared ANNIE MARANDJIAN, Assistant Secretary, personally known to me
(or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument
on behalf of the Corporation, and acknowledged to me that such Corporation executed the within instrument
pursuant to its By-laws or a Resolution of its Board of Directors.

WITNESS my hand and official seal:

Chad J. [Signature]
Notary Public in and for said County and State



MFFL9998 (3/97)

10223893

OR BK 4437 PG1407
Escambia County, Florida
INSTRUMENT 99-629193

RCD Jul 13, 1999 01:55 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 99-629193

Exhibit "A"

OR BK 4314 PG1485
Escambia County, Florida
INSTRUMENT 98-528468

RCD Oct 02, 1998 02:12 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 98-528468

Lot 5 and the West 1/2 of Lot 6, Block 296, New City Tract, City of Pensacola,
Escambia County, Florida, according to map of the City of Pensacola,
copyrighted by Thomas C. Watson in the year 1906.

Recorded in Public Records 07/21/2008 at 04:21 PM OR Book 6355 Page 231,
Instrument #2008054825, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$18.50

Recording Requested By:
DATA/DOC INTEGRITY

When Recorded Return To:

EquiCredit Corp/NationsCredit
9000 Southside Blvd.
Mailcode: FL9-400-05-41
Jacksonville, FL 32256-

CORPORATE ASSIGNMENT OF MORTGAGE



ESCAMBIA COUNTY, FLORIDA
SELLER'S SERVICING#: 7002166815 "LYNCH" EQUI01

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

Date of Assignment: 05/05/2008
Assignor: THE BANK OF NEW YORK, AS TRUSTEE FOR THE HOLDERS OF THE EQCC ASSET
BACKED CERTIFICATES, SERIES 2001-2, BY SELECT PORTFOLIO SERVICING F/K/A
FAIRBANKS CAPITAL CORP. AS ATTORNEY-IN-FACT at 3815 SOUTH WEST TEMPLE, SALT LAKE
CITY, UT 84115
Assignee: NATIONSCREDIT FINANCIAL SERVICES CORPORATION at 9000 SOUTHSIDE BLVD,
JACKSONVILLE, FL 32256

Executed By: WILLIAM PAUL LYNCH, AN UNMARRIED MAN To: WMC MORTGAGE CORP.
Mortgage Dated 09/25/1998 and Recorded 10/02/1998 as Instrument/Document No.
98-528468 in Book/Reel/Liber 4314 Page/Folio 1475 In ESCAMBIA COUNTY, FLORIDA.

Property Address: 1615 E. SCOTT STREET, PENSACOLA, FL 32503

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of TEN and
NO/100ths DOLLARS and other good and valuable consideration, paid to the above
named Assignor, the receipt and sufficiency of which is hereby acknowledged, the
said Assignor hereby assigns unto the above-named Assignee, the said Mortgage
together with the Note or other evidence of indebtedness (the "Note"), said Note
having an original principal sum of \$32,000.00 with interest, secured thereby,
together with all moneys now owing or that may hereafter become due or owing in
respect thereof, and the full benefit of all the powers and of all the covenants
and provisos therein contained, and the said Assignor hereby grants and conveys
unto the said Assignee, the Assignor's beneficial interest under the Mortgage.

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

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

By:
GREG OTT, V.P.

MAY 19 2008



WITNESS

M/ WEBB

*311002301/18.50 1e

OTC/20080505/0006 GENERIC ESCAMBIA FL BAT 86509 KAMOR

WITNESS

M. VILLAGRAN

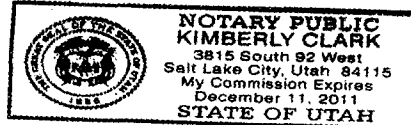
BK: 6355 PG: 232 Last Page

Page 2 Corporate Assignment of Mortgage

STATE OF Utah
COUNTY OF Salt Lake

MAY 19 2008, before me, KIMBERLY CLARK, a Notary Public in and for the County of Salt Lake County, State of Utah, personally appeared Greg Ott, V.P., personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument

Kimberly Clark
KIMBERLY CLARK
Notary Expires: 12/11/2011 #572135



(This area for notarial seal)

Prepared By: Ofelia Carlos, EquiCredit Corporation,
9000 Southside Blvd. FL9-400-04-23, Jacksonville, FL, 32256, 1-877-240-5563 904-987-9891
OTC/20080505/0006 GENERIC ESCAMBIA FL BAT: 88509/7002155815 KAMOR

IN THE COUNTY COURT IN AND
FOR ESCAMBIA COUNTY, FLORIDA

JEFFREY A. CRAMER,

Plaintiff,

vs.

GULF COAST PRIDE, INC.
and WILLIAM P. LYNCH,

Defendants.

CASE NO.: 2002-SC-004428

FINAL JUDGMENT

It is adjudged that the Plaintiff, JEFFREY A. CRAMER, recover from the Defendants, GULF COAST PRIDE, INC. and WILLIAM P. LYNCH, the sum of \$3,817.52 as principal, \$1,864.00 as late fees, \$229.36 prejudgment interest, \$ 300 for attorney's fees, with costs of \$134.50, for a total of \$6,345.88, all of which shall bear interest at the rate of 9%, for all which let execution issue.

It is further ordered and adjudged that the Defendant, WILLIAM P. LYNCH, shall complete Florida Small Claims Rules Form 7.343 (Fact Information Sheet) and return it to the Plaintiff's attorney, within 30 days from the date of this final judgment, unless the final judgment is satisfied or a motion for new trial or notice of appeal is filed.

If the Defendant claims to be the head of household in which defendant's spouse resides, the Defendant shall complete the Spouse Related Portion in addition to all of the rest of the Fact Information Sheet.

Jurisdiction of this case is retained to enter further orders that are proper to compel the Defendant to complete form 7.343 and return it to the Plaintiff's attorney.

ORDERED at Pensacola, Escambia County, Florida on this 28 day of October 2002.


COUNTY JUDGE

Conformed copies to:
J. Arby Van Slyke, Esquire
Post Office Box 13244
Pensacola, FL 32591
Attorney for Plaintiff and Additional
Person to Receive Notice of Homestead

William P. Lynch
1615 East Scott Street
Pensacola, FL 32503

Jeffrey A. Cramer
1 Independence Drive, Suite 3300
Jacksonville, FL 32202

Gulf Coast Pride, Inc.
1615 East Scott Street
Pensacola, FL 32503

RCD Nov 21, 2002 01:50 pm
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-030784

"CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL ON FILE OF THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
ERNIE LEE MAGAHA, CLERK
CIRCUIT COURT AND COUNTY COURT
ESCAMBIA COUNTY, FLORIDA
BY: Cheri R. Hight D.C.