

CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

113.65	112	3	•	6	5
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Part 1: Tax Deed	Application Inform	mation						
Applicant Name Applicant Address	JUAN C CAPOTE MIKON FINANCIAL BANK 780 NW 42 AVE #30 MIAMI, FL 33126		es, in <u>c</u> . An	Application date		Apr 26, 2023		
Property description	BOWERS KAYLA N 1977 INTERSTATE	CIR		Certifi	cate #	2021 / 903		
	PENSACOLA, FL 32526 1977 INTERSTATE CIR 03-0494-000 LT 74 S/D OF PLAT DB 128 P 541 OR 7503 P 951 OR 7960 P 724 LESS DB 495/499 P 687/770 RD R/W LESS OR (Full legal attached.)				Date certificate issued		06/01 <i>1</i> 2021	
Part 2: Certificat	es Owned by App	licant an	d Filed w	ith Tax Deed	Applic	ation		
Column 1 Certificate Numbe	er Date of Certific		Column 3 Face Amount of Certificate			Column 4 Interest	Column 5: Total (Column 3 + Column 4)	
# 2021/903	06/01/20	021 1,884.20			94.21	1,978.41		
	הקריוסי איני איני אי אי אי אין איני איני אין אין אין אין אין אין אין אין אין אי			••••••		→Part 2: Total*	1,978.41	
Part 3: Other Cel	rtificates Redeeme	ed by Ap	plicant (C	Other than Co	unty)			
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Face A	Column 3 Face Amount of Other Certificate		Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)	
#/								
Part 4: Tax Coll	ector Certified Am	ounte /i	ince 1.7)			Part 3: Total*	0.00	
· · · · · · · · · · · · · · · · · · ·	ificates in applicant's			er certificates rec		l by applicant f Parts 2 + 3 above)	1,978.41	
2. Delinquent tax	es paid by the applica	ant		·			0.00	
3. Current taxes	paid by the applicant						551.23	
4. Property inform	nation report fee		· · · · ·				200.00	
5. Tax deed appl	plication fee					175.00		
6. Interest accrue	ed by tax collector und	ler s.197.	542, F.S. (s	see Tax Collecto	or Instru	ctions, page 2)	0.00	
7.	Total Paid (Lines 1-6)						2,904.64	
	nformation is true and d that the property inf				y inform	nation report fee, ar	nd tax collector's fees	
Quana V	any la an	N.	1			Escambia, Florid	a	
Sign here: XV//VYU Sign	ature, Tax Collector or Desi	gnee			D	ate <u>May 8th, 20</u>	023	
0 1	J Send this certification to	o the Cler k of	Court by 10 c	days after the date si	gned. S	ee Instructions on Pag	+\$6.2	

Par	art 5: Clerk of Court Certified Amounts (Lines 8-14)	n en en Deue degenerente
8.		
9.	. Certified or registered mail charge	
10.	. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11.	. Recording fee for certificate of notice	
12.	. Sheriff's fees	
13.	Interest (see Clerk of Court Instructions, page 2)	
14.	. Total Paid (Lines 8-13)	
15.	Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign ł	n here: Date of sale <u>11/01/2023</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS

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.

LT 74 S/D OF PLAT DB 128 P 541 OR 7503 P 951 OR 7960 P 724 LESS DB 495/499 P 687/770 RD R/W LESS OR 2487 P 119 MCELHANNON LESS BEG AT INTER OF W LI OF LT 74 NATIONAL LAND SALES S/D PLAT DB 128 P 541 WITH SLY R/W LI OF INTERSTATE CIRCLE (66 FT R/W) S 57 DEG 7 MIN 7 SEC E ALG SLY R/W LI OF INTERSTATE CIRCLE 110 65/100 FT CONT S 57 DEG 7 MIN 7 SEC E 269 98/100 FT S 2 DEG 57 MIN 49 SEC W 608 37/100 FT FOR POB CONT S 2 DEG 57 MIN 49 SEC W 373 56/100 FT N 87 DEG 12 MIN 20 SEC W 330 FT N 2 DEG 57 MIN 49 SEC E 373 56/100 FT S 87 DEG 12 MIN 20 SEC E 330 FT TO POB

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

Application Number: 2300335

To: Tax Collector of ESCAMBIA COUNTY , Florida

I,

JUAN C CAPOTE MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK 780 NW 42 AVE #300 MIAMI, FL 33126,

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

Account Number	Certificate No.	Date	Legal Description
03-0494-000	2021/903	06-01-2021	LT 74 S/D OF PLAT DB 128 P 541 OR 7503 P 951 OR 7960 P 724 LESS DB 495/499 P 687/770 RD R/W LESS OR 2487 P 119 MCELHANNON LESS BEG AT INTER OF W LI OF LT 74 NATIONAL LAND SALES S/D PLAT DB 128 P 541 WITH SLY R/W LI OF INTERSTATE CIRCLE (66 FT R/W) S 57 DEG 7 MIN 7 SEC E ALG SLY R/W LI OF INTERSTATE CIRCLE 110 65/100 FT CONT S 57 DEG 7 MIN 7 SEC E 269 98/100 FT S 2 DEG 57 MIN 49 SEC W 608 37/100 FT FOR POB CONT S 2 DEG 57 MIN 49 SEC W 373 56/100 FT N 87 DEG 12 MIN 20 SEC W 330 FT N 2 DEG 57 MIN 49 SEC E 373 56/100 FT S 87 DEG 12 MIN 20 SEC E 330 FT TO POB

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 JUAN C CAPOTE MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK 780 NW 42 AVE #300 MIAMI, FL 33126

> 04-26-2023 Application Date

Applicant's signature



Chris Jones Escambia County Property Appraiser

Real Estate Search

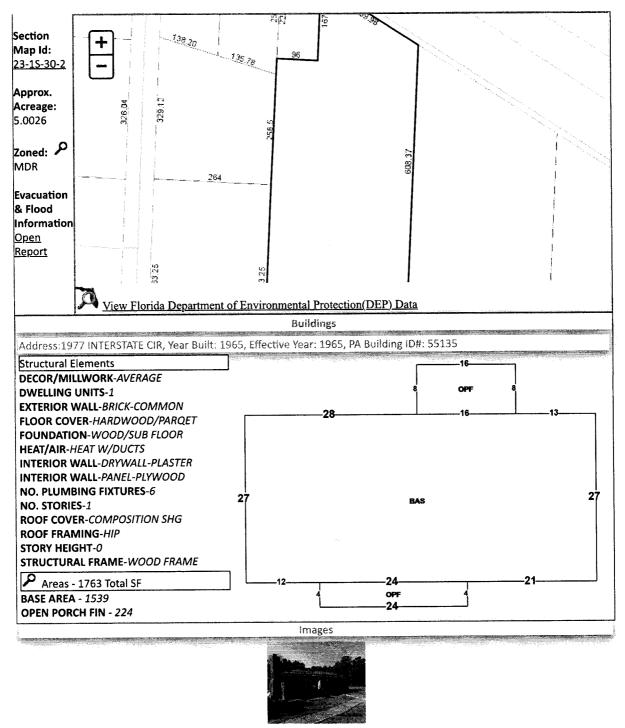
Tangible Property Search

Sale List

Printer Friendly Version

🌳 Nav. Mode 🖲 Account 🔿 Parcel ID 📲

General Info	rmatio	n				Assessr	ments			
Parcel ID:	2	31530	120100107	3		Year	Land	Imprv	Total	<u>Cap Val</u>
Account:	0	30494	000			2022	\$42,000	\$104,660	\$146,660	\$135,917
Owners:	В	OWER	S KAYLA NI	COLE	i	2021	\$42,000	\$86,654	\$128,654	\$123,561
Mail:	-		TERSTATE C			2020	\$42,000	\$76,175	\$118,175	\$112,329
-1.			OLA, FL 32							
Situs:	1977 INTERSTATE CIR 32526		Disclaimer							
Use Code:	S	INGLE	FAMILY RES	SID 🗡	•	5		Tax Estima	tor	
Taxing Authority:	с	OUNT	Y MSTU			personality		Idx Esuma		1994) N 1994 N 1997
Tax Inquiry:	0	nen T	ax Inquiry V	Vindo	1 4/	Fi	le for New I	Iomestead	Exemption	Online
Tax Inquiry li	_		a contraction of the	2 (<u>111</u>) (11)	··· · · ·					
Escambia Co										
Sales Data						2022 C	ertified Roll E	xemptions	n dinan tina.	
6 J. D. +	D	D		T.	Official Records	None				
Sale Date	Book	Page	Value	Туре	(New Window)					
08/30/2018	7960	724	\$100	QC	L					
04/02/2016	7503	951	\$100	QC	D.	Legal D	escription			م
10/08/2014	7239	1377	\$100	QC	L.			3 128 P 541 O		
03/28/2012	6837	840	\$85,100	WD	Ē	P 724 L P 119		99 P 687/770	RD R/W LESS	OR 2487
10/31/2011			\$100		Ľ,	F 115	•			
			,							
07/07/2011			\$100		Ľ,					
08/1999	4451	956	\$112,400	WD	Ľ,	Evtro E	eatures		Real Real Procession of the Pr	
01/1988	2506	896	\$100	QC	L,	BARN	cardics			
01/1976	1022	123	\$100	WD	[]a		GARAGE			
01/1967	339	974	\$100	WD	D a	FRAME	SHED			
Official Reco Escambia Co Comptroller					nilders					
Parcel Inform	nation					d 4 <u>4444999</u>			Launch Int	eractive Ma



9/18/2018 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:05/09/2023 (tc.4680)

Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2023037616 5/11/2023 1:27 PM OFF REC BK: 8975 PG: 1483 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That MIKON FINANCIAL SERVICES INC AND OCEAN BANK holder of Tax Certificate No. 00903, issued the 1st day of June, A.D., 2021 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

LT 74 S/D OF PLAT DB 128 P 541 OR 7503 P 951 OR 7960 P 724 LESS DB 495/499 P 687/770 RD R/W LESS OR 2487 P 119 MCELHANNON LESS BEG AT INTER OF W LI OF LT 74 NATIONAL LAND SALES S/D PLAT DB 128 P 541 WITH SLY R/W LI OF INTERSTATE CIRCLE (66 FT R/W) S 57 DEG 7 MIN 7 SEC E ALG SLY R/W LI OF INTERSTATE CIRCLE 110 65/100 FT CONT S 57 DEG 7 MIN 7 SEC E 269 98/100 FT S 2 DEG 57 MIN 49 SEC W 608 37/100 FT FOR POB CONT S 2 DEG 57 MIN 49 SEC W 373 56/100 FT N 87 DEG 12 MIN 20 SEC W 330 FT N 2 DEG 57 MIN 49 SEC E 373 56/100 FT S 87 DEG 12 MIN 20 SEC E 330 FT TO POB

SECTION 23, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 030494000 (1123-65)

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

KAYLA NICOLE BOWERS

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** Wednesday in the month of November, which is the **1st day of November 2023**.

Dated this 10th day of May 2023.

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

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	OFFIC	OF ESCAMBIA CE OF THE E CIRCUIT COURT	BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY CLERK TO THE BOARD OF COUNTY COMMISSIONERS OFFICIAL RECORDS COUNTY TREASURY AUDITOR
PA	M CHILDERS, CLERK OF		
	Tax Certificate Rede		
Account	: 030494000 Certificat	e Number: 000903 of	2021
	1077 INTERCIATE OF		
Payor: KELLY BOWERS	1977 INTERSTATE CIR	CPENSACOLA, FL 3252	26 Date 8/15/2023
Clerk's Check # 1		Clerk's Total	\$503,88 \$ 3,248.5
Tax Collector Check # 1		Tax Collector's Total	\$3,215.88
		Postage	\$60.00
Manager de la Construction de la Co	2009/00/10/10/2006/00/10/10/2009/00/10/10/2009/00/10/10/2009/00/10/10/2009/00/10/10/2009/00/2009/00/2009/00/20	Researcher Copies	\$0.00
		Recording	\$10.00
		U	
n ta anna an Anna Anna Anna Anna Anna A	**************************************	Prep Fee	\$7.00
		Prep Fee Total Received	\$7.00
		Prep Fee Total Received	-\$3,796.76
		8	-\$3,796.76 \$3,265.53
		Total Received PAM CHILDERS Clerk of the Circuit C Received By:	-\$3,796.76 \$3,265.53
		Total Received PAM CHILDERS Clerk of the Circuit C Received By:	-\$3,796.76 \$3,265.53
		Total Received PAM CHILDERS Clerk of the Circuit C Received By:	-\$3,796.76 \$3,265.53

PAM CHILDERS CLERK OF THE CIRCUIT COURT ARCHIVES AND RECORDS CHILDSUPPORT CIRCUIT CIVIL	and an and	STATE OF	BRANCH OFFICES ARCHIVES AND RECORDS
CIRCUIT CRIMINAL COUNTY CIVIL COUNTY CIVIL DOMESTIC RELATIONS FAMILY LAW JURY ASSEMBLY JUVENILE MENTAL HEALTH MIS	COUNTY OF		JUVENILE DIVISION CENTURY CLERK TO THE BOARD OF COUNTY COMMISSIONERS OFFICIAL RECORDS COUNTY TREASURY
OPERATIONAL SERVICES PROBATE TRAFFIC	OFFICE CLERK OF THE (AUDITOR
	Case # 2021 TD (
Name KELLY BO	Redeemed Date 8 WERS 1977 INTERSTAT		32526
Clerk's Total = TAXDEED		\$503.88 5 3 24	
Due Tax Collector = TAXDEED		\$3,215.88	-
Postage = TD2		\$60.00	
ResearcherCopies = TD6		\$0.00	
Release TDA Notice (Recording) = I	RECORD2	\$10.00	A A marin danam ana ana ana ana ana ana ana ana ana
Release TDA Notice (Prep Fee) = TI)4	\$7.00	
	• For Office Use	Only	nadanan aman dalam an s' di sin banda si nati di di sitti titang titang titang dalam si na si si di di dan di dan d
Date Docket Desc	Amount Owed	Amount Due	Payee Name
	FINANCIALSUN	MARY	
No Information Available - See Do			

Search Property & Property S	Sheet 🖃 Lien Holder's 🚽 Sold To 🖪 Redeen	n 🖹 Forms 🕼 Courtview 🗗 Benchmark
	PAM CHILDER CLERK OF THE CIRCU ESCAMBIA COUNTY, Tax Deed - Redemption Account: 030494000 Certificate Num	IT COURT FLORIDA Calculator
Redemption No 🗸	Application Date 4/26/2023	Interest Rate 18%
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 11/1/2023	Redemption Date 8/15/2023
Months	7	4
Tax Collector	\$2,904.64	\$2,904.64
Tax Collector Interest	\$304.99	\$174.28
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$3,215.88	\$3,085.17)
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	\$47.88	\$27.36
Total Clerk	\$503.88	\$483.36 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	\$3,796.76	\$3,585.53
	Repayment Overpayment Refund Amount	\$211.23
Book/Page	8975	1483

Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2023065215 8/15/2023 4:38 PM OFF REC BK: 9024 PG: 217 Doc Type: RTD

RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 8975, Page 1483, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 00903, issued the 1st day of June, A.D., 2021

TAX ACCOUNT NUMBER: 030494000 (1123-65)

DESCRIPTION OF PROPERTY:

LT 74 S/D OF PLAT DB 128 P 541 OR 7503 P 951 OR 7960 P 724 LESS DB 495/499 P 687/770 RD R/W LESS OR 2487 P 119 MCELHANNON LESS BEG AT INTER OF W LI OF LT 74 NATIONAL LAND SALES S/D PLAT DB 128 P 541 WITH SLY R/W LI OF INTERSTATE CIRCLE (66 FT R/W) S 57 DEG 7 MIN 7 SEC E ALG SLY R/W LI OF INTERSTATE CIRCLE 110 65/100 FT CONT S 57 DEG 7 MIN 7 SEC E 269 98/100 FT S 2 DEG 57 MIN 49 SEC W 608 37/100 FT FOR POB CONT S 2 DEG 57 MIN 49 SEC W 373 56/100 FT N 87 DEG 12 MIN 20 SEC W 330 FT N 2 DEG 57 MIN 49 SEC E 373 56/100 FT S 87 DEG 12 MIN 20 SEC E 330 FT TO POB

SECTION 23, TOWNSHIP 1 S, RANGE 30 W

NAME IN WHICH ASSESSED: KAYLA NICOLE BOWERS

Dated this 15th day of August 2023.



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk



PROPERTY INFORMATION REPORT

3050 Concho Drive, Pensacola, Florida 32507 | Phone: 850-466-3077

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

 TAX ACCOUNT #:
 03-0494-000
 CERTIFICATE #:
 2021-903

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: July 24, 2003 to and including July 24, 2023 Abstractor: Vicki Campbell

BY

Michael alamphell_

Michael A. Campbell, As President Dated: July 27, 2023

PROPERTY INFORMATION REPORT CONTINUATION PAGE

July 27, 2023 Tax Account #: **03-0494-000**

1. The Grantee(s) of the last deed(s) of record is/are: KAYLA N BOWERS AKA KAYLA NICOLE BOWERS

By Virtue of Quitclaim Deed recorded 4/7/2016 in OR 7503/951 and Quitclaim Deed recorded 09/04/2018 in OR 7960/724

- 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 Navy Federal Credit Union recorded 08/22/2018 OR 7954/564
- 4. Taxes:

Taxes for the year(s) 2020-2022 are delinquent. Tax Account #: 03-0494-000 Assessed Value: \$135,917.00 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	: NOV 1, 2023
TAX ACCOUNT #:	03-0494-000
CERTIFICATE #:	2021-903

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.

 $\begin{array}{c|c} \mathbf{YES} & \mathbf{NO} \\ \hline \end{array} \\ \hline \end{array}$

Notify City of Pensacola, P.O. Box 12910, 32521 Notify Escambia County, 190 Governmental Center, 32502 Homestead for <u>2022</u> tax year.

KAYLA N BOWERS AKA KAYLA NICOLE BOWERS 1977 INTERSTATE CIR PENSACOLA, FL 32526 NAVY FEDERAL CREDIT UNION 820 FOLLIN LN VIENNA, VA 22180

NAVY FEDERAL CREDIT UNION PO BOX 3340 MERRIFIELD, VA 22119

Certified and delivered to Escambia County Tax Collector, this 27th day of July, 2023.

PERDIDO TITLE & ABSTRACT, INC.

Michael a Campbell_

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

July 27, 2023 Tax Account #:03-0494-000

LEGAL DESCRIPTION EXHIBIT "A"

LT 74 S/D OF PLAT DB 128 P 541 OR 7503 P 951 OR 7960 P 724 LESS DB 495/499 P 687/770 RD R/W LESS OR 2487 P 119 MCELHANNON LESS BEG AT INTER OF W LI OF LT 74 NATIONAL LAND SALES S/D PLAT DB 128 P 541 WITH SLY R/W LI OF INTERSTATE CIRCLE (66 FT R/W) S 57 DEG 7 MIN 7 SEC E ALG SLY R/W LI OF INTERSTATE CIRCLE 110 65/100 FT CONT S 57 DEG 7 MIN 7 SEC E 269 98/100 FT S 2 DEG 57 MIN 49 SEC W 608 37/100 FT FOR POB CONT S 2 DEG 57 MIN 49 SEC W 373 56/100 FT N 87 DEG 12 MIN 20 SEC W 330 FT N 2 DEG 57 MIN 49 SEC E 373 56/100 FT S 87 DEG 12 MIN 20 SEC E 330 FT TO POB

SECTION 23, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 03-0494-000(1123-65)

ABSTRACTOR'S NOTE: WE CAN NOT CERTIFY LEGAL AS WRITTEN ON TAX ROLL WITHOUT A CURRENT SURVEY.

Oui	tclaim Deed
And 03-	0494-350/231530-1201-001-074
Property Tax Parcel/Account Number: 03 -	0494-000 / 231530 - 1201-001-073
City State Zip: Pensacola FL3	32526 City/State/Zip Pensacala FL 32526
Address: 1977 Interestate C	211. Address 1977 Interstate Cir
Name: Kelle Jo Bower	
When recorded, mail to:	Document prepared by:
Recording requested by: Kelle Jo Bo	Wers Space above reserved for use by Recorder's Office

This Quitclaim Dee	d is made on	April	2nd	2016	, between
Kelle Jo	Bowers	, Granto	r. of 1977	Inter	state cor.
City of					
and Kelle Je Bo	wers, Kaylas	V. BowersGra	ntee. of 19	77 In	terstate Cir La 32526
	of Avare	7 5. BAUN	no. State of	FLORid	In 32526
	rens.	corn			

For valuable consideration, the Grantor hereby quitclaims and transfers all right, title, and interest held by the Grantor in the following described real estate and improvements to the Grantee, and his or her heirs and assigns, to have and hold forever, located at <u>1977</u> Interstate <u>Corcle</u> .City of <u>Pensacela</u> State of <u>FLorida</u>: **Special Warranty Deed**

This Special Warranty Deed made this 29th day of March, 2012 between Shaun Donovan, the Secretary of Housing and Urban Development, and/or its successor, whose post office address is 2000 Riveredge Pkwy, Ste. 300, Atlanta, GA 30328, grantor, and Kelle Jo Bowers, a single person, and Audrey J Shannon, a single person, Kayla Nicole Bowers, A single person

as Joint Tenants with Rights of Survivorship, whose post office address is 1977 Interstate Cir, Pensacola, FL 32526, grantee:

(Whenever used herein the terms granter and granter include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and inviduals, and Subject to all easements, rights of way, protective covenants, and mineral reservations of record, if any, Taxes for the tax year of 20/6 shall be prorated between the Grantor and Grantee as of the date of recording of this deed.

Quirc'am Deed Pg.1 (11-12)

Dated:2/2016
Signature of Grantor
Kelle Jo Bowers Name of Grantor
Lisa A. Pellegrino
Signature of Witness #1 Printed Name of Witness #1 Printed Name of Witness #1 EVIN CAVTY
Signature of Witness #2 Printed Name of Witness #2 Printed Name of Witness #2 State of Flovida County of Escambia
On 04 02 2016 , the Grantor, Kelle JD Bowers . personally came before me and, being duly sworn, did state and prove that he/she is the person described
in the above document and that he/she signed the above document in my presence.
Notary Public, In and for the County of <u>ESCambia</u> State of <u>FIDY ida</u> My commission expires: <u>11132019</u> Seal

LISA A PELLEGRINO Notary Public - State of Florida

Commission # FF 912090 My Comm. Expires Nov 13, 2019 Bonded through National Notary Assn.

Send all tax statements to Grantee.

Quitclaim Deed Pg.2 (11-12)

BK: 7239 PG: 1379 Last Page

Recorded in Public Records 03/29/2012 at 01:20 PM OR Book 6837 Page 840, Instrument #2012024066, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$595.70

Exh-A

Prepared by and return to: Daphne Ogle Employee Deval, LLC 1750 Tree Blvd Ssint Augustine, FL 32084 091-322290 Parcel ID: 231S30-1201-001-073

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 29th day of March, 2012 between Shaun Donovan, the Secretary of Housing and Urban Development, and/or its successor, whose post office address is 2000 Riveredge Pkwy., Ste. 300, Atlanta, GA 30328, grantor, and Kelle Jo Bowers, a single person, and Audrey J Shannon, a single person, as Joint Tenants with Rights of Survivorship, whose post office address is 1977 Interstate Cir, Pensacola, FL 32526, grantee:

(Whenever used herein the terms granter and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successori and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida, to-wit:

LOT NUMBERED SEVENTY-FOUR(74) IN NATIONAL LAND SALES COMPANY'S SUBDIVISION OF SECTION 23, TOWNSHIP I SOUTH, RANGE 30 WEST IN ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT OF SAID SUBDIVISION APPEARING OF RECORD AT PAGE 541 OF DEED BOOK 128 OF THE PUBLIC RECORDS OF SAID COUNTY; LESS, HOWEVER, ANY PORTION THEREOF LYING WITHIN 150 FEET OF THE SURVEY LINE OF STATE ROAD 8, SECTION 4828, AS DESCRIBED IN DEED RECORDED IN DEED BOOK 495 AT PAGE 687 OF SAID RECORDS; AND LESS FURTHER ANY PORTION THEREOF WHICH MAY LIE WITHIN THE 30-FOOT WIDE STRIP OF LAND DESCRIBED IN DEED APPEARING OF RECORD IN DEED BOOK 499 AT PAGE 770 OF SAID PUBLIC RECORDS. LESS AND EXCEPT; BEGIN AT THE INTERSECTION OF THE WEST LINE OF LOT 74, OF A SUBDIVISION IN SECTION 23, T-I-S, R-30-W, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT RECORDED IN DEED BOOK 128 AT PAGE 541 OF THE PUBLIC RECORDS OF SAID COUNTY, AND THE SOUTHERLY RW LINE OF INTERSTATE CIRCLE (COUNTY R/W); THENCE SOUTH ALONG SAID WEST LINE FOR 222.02 FEET; THENCE 90 DEGREES LEFT FOR 96.00 FEET; THENCE 90 DEGREES LEFT FOR 167.00 FEET TO SAID SOUTHERLY R/W LINE; THENCE 60 DEGREES 11' RIGHT AND ALONG R/W LINE FOR 110.65 FEET TO THE POINT OF BEGINNING.

Commonly known as: 1977 Interstate Cir, Pensacola, FL 32526

Subject to easements, restrictions, covenants, conditions, agreements and reservations of record, if any, and to taxes for the year 2012 and thereafter.

THIS DEED IS NOT TO BE IN EFFECT UNTIL: March 29, 2012

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors.

STATE OF FLORIDA COUNTY OF ESCAMBIA

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS, that **AUDREY J. SHANNON**, (hereinafter known as the "Grantor"), an unmarried woman, residing at 1977 Interstate Circle, Pensacola, Florida 32526, and **KELLE JO BOWERS**, (hereinafter known as the "Grantor"), an unmarried woman, residing at 1977 Interstate Circle, Pensacola, Florida 32526, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, do hereby remise, release, convey and quit claim unto to **KAYLA NICOLE BOWERS**, (hereinafter known as the "Grantee"), an unmarried woman, residing at 1977 Interstate Circle, Pensacola, Florida 32526, all the rights, title, interest and claim in or to the following described real properties, situated, lying, and being in the County of Escambia, State of Florida, to-wit:

Parcel ID Numbers

Parcel ID# 2315301201001073 (1977 Interstate Circle, Pensacola, Florida)

Parcel ID# 231S301201001074

Legal Description

LT 74 LESS DB 495/499 P 687/770 RD R/W S/D OF PLAT DB 128 P 541 OR 6837 P 840 OR 7239 P 1377 OR 7503 P 951 LESS OR 2487 P 119 MCELHANNON LESS BEG AT INTER OF W LI OF LT 74 NATIONAL LAND SALES S/D PLAT DB 128 P 541 WITH SLY R/W LI OF INTERSTATE CIRCLE (66 FT R/W) S 57 DEG 7 MIN 7 SEC E ALG SLY R/W LI OF INTERSTATE CIRCLE 110 65/100 FT CONT 5 57 DEG 7 MIN 7 SEC E 269 98/100 FT S 2 DEG 57 MIN 49 5EC W 608 37/100 FT FOR POB CONT S 2 DEG 57 MIN 49 SEC W 373 56/100 FT N 87 DEG 12 MIN 20 SEC W 330 FT N 2 DEG 57 MIN 49 SEC E 373 56/100 FT S 87 DEG 12 MIN 20 SEC E 330 FT TO POB

BEG AT INTER OF W LI OF LT 74 NATIONAL LAND SALES S/D PLAT DB 128 P 541 WITH SLY R/W LI OF INTERSTATE CIRCLE (66 FT R/W) S 57 DEG 7 MIN 7 SEC E ALG SLY R/W LI OF INTERSTATE CIRCLE 110 65/100 FT CONT S 57 DEG 7 MIN 7 SEC E 269 98/100 FT 5 2 DEG 57 MIN 49 5EC W 608 37/100 FT FOR POB CONT S 2 DEG 57 MIN 49 SEC W 373 56/100 FT N 87 DEG 12 MIN 20 SEC W 330 FT N 2 DEG 57 MIN 49 5EC E 373 56/100 FT S 87 DEG 12 MIN 20 SEC E 330 FT TO POB OR 6837 P 840 OR 7239 P 1377 OR 7503 P 951

To have and to hold unto the said Grantee, her heirs, successors and assigns, forever.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, free from all exemptions and right of homestead.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 301 2018.

Kelle Jo Bowers Grantor

. day of

Grantor

Signed and Sealed in the presence of these two witnesses:

Witness #1 signature

softhe SR Print name: FOB

Witness #2 signature Print name: Rudy P BasH110

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this $\frac{501}{501}$ day of 71 2018, by KELLE, JO BOWERS, who is personally known to me OR who was produced as identification. HUI

15 AAT NOTARY PUBLIC, State of Florida, Print Name: KYISTCM A. BUSTILD

[SEAL]



Commission No .: GG 24114 My Commission Expires: 812412020 IN WITNESS WHEREOF, I have hereunto set my hand and seal this 30H day of , 2018.

Judily J. Shannon AUDREY J. SHANNON Grantor

Grantor

Signed and Sealed in the presence of these two witnesses:

Witness #1 signature

soothe Sa Print name:

Witness #2 signature Print name: Rudy P BUSH'116

NOTARY ACKNOWLEDGMENT

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this <u>3040</u> day of AUGUST, 2018, by AUDREY A. SHANNON, who is personally known to me OR who was produced as identification. FI

[SEAL]



A. BUSELU

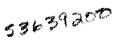
NOTARY PUBLIC, State of Florida Print Name: KY1.5HM AF. BUSTI 110 Commission No.: 6624114 My Commission Expires: <u>912412020</u>

Return To: Navy Federal Credit Union P.O. Box 3340 Merrifield, VA 22119

This Document Was Prepared By: Rose Agnoung P.O. Box 3326 Merrifield, VA 22119-3326

State of Florida's Documentary Stamp Tax required by law in the amount of N/A has been paid to the Clerk of the Circuit Court (or the County Comptroller, if applicable) for the County of ESCAMBIA, State of Florida.

Mortgage



With Future Advance Clause

The date of this Mortgage ("Security Instrument") is April 2, 2018.

Mortgagor

Lender

KELLE JO BOWERS Unmarried AUDREY J SHANNON Unmarried KAYLA N BOWERS Unmarried 1977 INTERSTATE CIR PENSACOLA, FL 32526-9259 Navy Federal Credit Union Organized and existing under the laws of the United States 820 Follin Lane Vienna, VA 22180

1. Conveyance. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

The land referred to in this policy is situated in the State of FLORIDA, County of ESCAMBIA, and described as follows: LOT NUMBERED SEVENTY-FOUR (74) IN NATIONAL LAND SALES COMPANY'S SUBDIVISION OF SECTION 23, TOWNSHIP I SOUTH, RANGE 30 WEST IN ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT OF SAID SUBDIVISION APPEARING OF RECORD AT PAGE 541 OF DEED BOOK 128 OF THE PUBLIC RECORDS OF SAID COUNTY; LESS, HOWEVER, ANY PORTION THEREOF LYING WITHIN 150 FEET OF THE SURVEY LINE OF STATE ROAD 8, SECTION 4828, AS DESCRIBED IN DEED RECORDED IN DEED BOOK 495 AT PAGE 687 OF SAID RECORDS; AND LESS FURTHER

	WHEN RECORDED, RETURN TO:	
	FIRST AMERICAN TITLE INSURANCE CO.	0029325522
mongage Oper Charn. Bankers Systems III VMR®	1100 SUPERIOR AVENUE, SUITE 200	01/2017
Westers Klower Financial Services © 2014	CLEVELAND, OHIO 44114	Fage 1 of 10

ANY PORTION THEREOF WHICH MAY LIE WITHIN THE 30-FOOT WIDE STRIP OF LAND DESCRIBED IN DEED APPEARING OF RECORD IN DEED BOOK 499 AT PAGE 770 OF SAID PUBLIC RECORDS. LESS AND EXCEPT; BEGIN AT THE INTERSECTION OF THE WEST LINE OF LOT 74, OF A SUBDIVISION IN SECTION 23, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT RECORDED IN DEED BOOK 128 AT PAGE 541 OF THE PUBLIC RECORDS OF SAID COUNTY, AND THE SOUTHERLY R/W LINE OF INTERSTATE CIRCLE (COUNTY R/W); THENCE SOUTH ALONG SAID WEST LINE FOR 222.02 FEET; THENCE 90 DEGREES LEFT FOR 96.00 FEET; THENCE 90 DEGREES LEFT FOR 167.00 FEET TO SAID SOUTHERLY R/W LINE; THENCE 60 DEGREES 11' RIGHT AND ALONG R/W LINE FOR 110.65 FEET TO THE POINT OF BEGINNING. APN: 231S301201001073

Parcel ID Number: 23-1S-30-1201-001-073

The property is located in ESCAMBIA County at 1977 INTERSTATE CIR, PENSACOLA, Florida 32526-9259.

Together with all rights, casements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "*Property*").

2. Secured Debt and Future Advances. The term "Secured Debt" is defined as follows:

(A) The initial indebtedness secured by this Security Instrument is the debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions.

The credit agreement signed by KAYLA N BOWERS, UNMARRIED and KELLE JO BOWERS, UNMARRIED, AUDREY J SHANNON, UNMARRIED (the "Borrower") and dated the same date as this Security Instrument (the "Note"). Under the Note, the Lender agrees, subject to certain terms, conditions and limitations, to make advances to the Borrower in a principal amount outstanding not to exceed seventy thousand and 00/100 Dollars (U.S. \$70,000.00). Borrower has promised to pay this debt with interest in regular periodic payments and to pay the debt in full not later than May 1, 2058.

(B) All future advances made within 20 years of the date of this Security Instrument from Lender to Mortgagor or other future obligations of Mortgagor to Lender pursuant to section 4 of the Security Instrument under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

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- (C) All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- (D)All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Mortgagor's principal dwelling that is created by this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails, with respect to that other debt, to fulfill any necessary requirements or to conform to any limitations of Regulation Z and X that are required for loans secured by the Property.

3. Maximum Obligation Limit; Future Advances. The total principal amount secured by this Security Instrument at any one time shall not exceed \$70,000.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. Mortgage Covenants. Mortgagor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

Claims Against Title. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any elaims that would impair the lien of this Security Instrument. Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

Property Condition, Alterations and inspection. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior

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8029325522 01/2017 Page 3 of 10 written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

Authority to Perform. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Assignment of Leases and Rents. Mortgagor irrevocably grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

Mortgagor agrees that this assignment is immediately effective between the parties to this Security Instrument and effective as to third parties on the recording of this Security Instrument. Mortgagor agrees that Lender is entitled to notify Mortgagor or Mortgagor's tenants to make payments of Rents due or to become due directly to Lender after such recording. However, Lender agrees not to notify Mortgagor's tenants until Mortgagor defaults and Lender notifies Mortgagor in writing of the default and demands that Mortgagor and Mortgagor's tenants pay all Rents due or to become due directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

Leaseholds; Condominiums; Planned Unit Developments. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.

Condemnation. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in

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8029325522 01/2017 Page 4 of 10 this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause". Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Upon receipt of insurance proceeds by the Lender that relates to the compensation for damage to property or content insurance coverage in which the Lender has a security interest, the Lender will deposit such insurance proceeds into a segregated account of a federally insured financial institution. Thereafter, unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

Financial Reports and Additional Documents. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

5. Warranty of Title. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

6. Due on Sale. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

7. Warranties and Representations. Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party.

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8029325522 01/2017 Page 5 of 10 8. Default. Mortgagor will be in default if any of the following occur:

Fraud. Any Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.

Payments. Any Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.

Property. Any action or inaction by Borrower or Mortgagor occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subjects Mortgagor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.

Executive Officers. Mortgagor is an executive officer of Lender or an affiliate and Mortgagor becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.

9. Remedies on Default. In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of the Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

10. Expenses; Advances on Covenants; Attorneys' Fees; Collection Costs. If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incuts in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, reasonable attorneys' fees of 10 percent of the principal sum due or a larger amount as the court judges as reasonable and just, court costs and other legal expenses. These expenses are due and payable immediately. If not paid immediately, these expenses will bear

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8029325522 01/2017 Page 6 of 10 interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of this Agreement. All fees and expenses will be secured by the Property. To the extent permitted by the *United States Bankruptcy Code*, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Loan Account Balance as awarded by any court exercising jurisdiction under the *Bankruptcy Code*. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.

11. Environmental Laws and Hazardous Substances. As used in this section, (1) *"Environmental Law"* means, without limitation, the *Comprehensive Environmental Response, Compensation and Liability Act* (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) "Hazardous Substance" means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- (A) Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- (B) Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- (C) Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- (D)Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

12. Escrow for Taxes and Insurance. Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.

13. Joint and Individual Liability; Co-Signers; Successors and Assigns Bound. All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.

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8029325522 01/2017 Page 7 of 10 **14. Severability: Interpretation.** This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.

15. Notice. Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first elass mail to the appropriate party's address in this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.

16. Waivers. Except to the extent prohibited by law, Mortgagor waives all appraisement and homestead exemption rights relating to the Property.

17. Line of Credit. The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.

18. Applicable Law. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located.

19. Riders. The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument.

[Check all applicable boxes]

 \square Assignment of Leases and Rents \boxtimes Other: Option to Convert to a Fixed Equity Loan Rider, Escrow Rider

Payment of this note or mortgage is subject to the terms of a home improvement installment contract of even date between maker and payee or mortgagor and mortgagee.

20. 🗆 Additional Terms. _

Signatures

By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated in this Security Instrument.

Mortgagor

LB 1/2/ NUTERSTATE CIR PENSACOLÂ, FL 32526-9259

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2018032816.3.0.3954-J20170816Y

6029325522 01/2017 Page 8 of 10 **Additional Party**

Koev 04/02/2018 en Date **KELLE JO BOWERS** 1977 INTERSTATE CIR

Pensacola, FL 32526

& M.M.D.W. AUDREY & SHANNON 1977 INTERSTATE CIR Pensacola, FL 32526

Acknowledgment

State of Florida

County of Escambia

This instrument was acknowledged before me on 2 4 2018 by KELLE IO BOWERS. Such person(s) is/are known to me or has/have produced 0 1 1 Versuicense as identification.

1 Notary Public (aril mulcaley Sort 22, 2018 (Print Name) My commission expires:



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Acknowledgment

State of Florida County of Escambia 20 This instrument was acknowledged before me on by AUDREY J SHANNON . Such person(s) is/are known to melor has/have produced privers cicense as identification. Notary Public Maria Contratey <u>(Cari Contratey</u> <u>ne)</u> ission expires: Sept 22, 201 KARI L. MULCAHEY Notary Public - State of Florida My Comm. Expires Sep 22, 2018 Commission # FF 130905 Bonded Through National Notary Assn (Print Name, My commission expires: ____ Acknowledgment State of Florida County of Escambia 2015 VC O This instrument was acknowledged before me on . BOWERS. Such person(s) is/are known to me or has/have produced leptification. any Public (Casi (. Mulcolog as identification. Notary Public KARI L. MULCAHEY Notary Public - State of Florida My Comm. Expires Sep 22, 2018 Commission # FF 130905 (Print Name) 22,201 Bonded Through National Notary Assn My commission expires: ____

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OPTION TO CONVERT TO A FIXED EQUITY LOAN RIDER

THIS OPTION TO CONVERT TO A FIXED EQUITY LOAN RIDER is made this <u>2nd of April 2018</u>, 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 ("Borrower") to secure Borrower's Home Equity Line Truth-in-Lending and Agreement to Navy Federal Credit Union ("Lender") covering the Property described in the Security Instrument and located at:

1977 INTERSTATE CIR, PENSACOLA, FL 32526-9259

[Property Address]

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

A. OPTION TO CONVERT TO A FIXED EQUITY LOAN

The Home Equity Truth-in-Lending and Agreement provides for the option for Borrower to convert to a fixed equity loan as follows:

1. OPTION TO CONVERT TO A FIXED EQUITY LOAN Borrower has agreed to pay according to the loan terms as listed in the Home Equity Line Truth-in-Lending and Agreement. However, unless Borrower is in default or this addendum will not permit it, Borrower has the option to convert their Home Equity Line to the rate and terms of a Fixed Equity Loan. Certain conditions must be met prior to exercising the Option to Convert. Those conditions are: (i) Borrower must give the Lender notice that they want to convert; (ii) at time of conversion Borrower must not be in default, in the Promotional Rate Period or in a Repayment Period under the Home Equity Line Truth-in-Lending and Agreement or the Security Instrument and the loan must be greater than six months old; (iii) by a date specified by the Lender. Borrower must pay the Lender a conversion fee of U.S. \$150; (iv) Borrower must sign and give the Lender any documents the Lender requires to effect the conversion, and (v) the loan must meet other loan qualifications as set forth by the Lender. The rate and terms will be those in effect for the 6 to 20 year Fixed Equity Loan, based on the loans original loan-to-value, at the time the Option to Convert is exercised. Upon Borrower exercising the Option to Convert, the Lender will calculate the amount of the monthly payment that would be sufficient to repay the unpaid principal Borrower is expected to owe upon the conversion in full on the Maturity Date at the new fixed interest rate in substantially equal payments. The result of this calculation will be the new amount of Borrower's monthly payment. Beginning the Borrower's first monthly payment after the Option to Convert has been exercised; Borrower will pay the new amount as the monthly payment until the Maturity Date.

THIS RIDER DOES NOT CONSTITUTE YOUR NOTICE TO CONVERT. THIS IS NOT A MODIFICATION AGREEMENT.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Option to Convert to a Fixed Equipy Loan Rider.

04/02 12018 Underf Sharnen April 2018 -AUDRET SHANNON KELLE JOROWERS Date Ķ

LOAN #: 8029325522

Date

Loan No.8029325522

Escrow Rider

This ESCROW RIDER is made this <u>2nd</u> day of <u>April 2018</u>, 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 ("Grantor/Mortgagor") to secure the Borrower's Home Equity Line Truth-in-Lending and Agreement to Navy Federal Credit Union ("Lender")covering the Property described in the Security Instrument and located at:

1977 INTERSTATE CIR, PENSACOLA, FL 32526-9259

[Property Address]

and more specifically described in the attached legal description to the Security Instrument.

COVENANTS

Grantor/Mortgagor and Lender covenant and agree to the following provisions and the following shall not replace or be in conflict with any other provisions in the Security Instrument on the same or similar item but shall be in addition to and clarify such provisions:

Claims Against Title. Grantor/Mortgagor shall pay all taxes, assessments, liens, encumbrances, charges, fines, and impositions attributable to the Property which can attain priority over the Security Instrument, leasehold payments or ground rents on the Property, if any, and Homeowners or Community Association dues, fees, and assessments, if any.

Grantor/Mortgagor shall promptly discharge any lien which has priority over the Security Instrument unless Grantor/ Mortgagor: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Grantor/Mortgagor is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to the Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over the Security Instrument, Lender may give Grantor/Mortgagor a notice identifying the lien. Within 10 days of the date on which that notice is given, Grantor/ Mortgagor shall satisfy the lien or take one or more of the actions set forth above in this Section entitled **Claims Against Title**.

Lender may require Grantor/Mortgagor to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

Insurance. If Grantor/Mortgagor fails to maintain any of the coverages described in the Security Instrument, Lender may, at Lender's option and Grantor/Mortgagor's expense, obtain insurance coverage to protect Lender's rights in the Property according to the terms of the Security Instrument.

Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but may or may not protect Grantor/Mortgagor, Grantor/Mortgagor's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Grantor/Mortgagor acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Grantor/Mortgagor previously had in place or could have obtained themselves. Any amounts disbursed by Lender under this section entitled Insurance shall become additional debt of Grantor/Mortgagor secured by the Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be

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payable, with such interest, upon notice from Lender to Grantor/Mortgagor requesting payment. Lender shall have the right to hold the policies and renewal certificates.

In the event of loss and during any repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may at Lender's discretion and sole determination disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Grantor/Mortgagor any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Grantor/Mortgagor shall not be paid out of the insurance proceeds and shall be the sole obligation of the Grantor/Mortgagor. 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 the Security Instrument, whether or not then due, with the excess, if any, paid to Grantor/Mortgagor. Such insurance proceeds shall be applied in the order provided for in the Note or Security Instrument.

If Grantor/Mortgagor abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters in Lender's sole discretion. If Grantor/Mortgagor does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property or otherwise, Grantor/Mortgagor's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or the Security Instrument, and (b) any other of Grantor/Mortgagor's rights (other than the right to any refund of unearned premiums paid by Grantor/Mortgagor) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or the Security Instrument, unpaid under the Note or not then due.

Lender may require Grantor/Mortgagor to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which might reasonably affect such determination or certification. Grantor/Mortgagor shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Grantor/Mortgagor.

ESCROW

The ESCROW FOR TAXES AND INSURANCE section is revised to read as follows:

As provided in this separate agreement, Grantor/Mortgagor and Lender covenant and agree that Grantor/Mortgagor shall:

At least annually, provide proof of insurance coverages and payment of property taxes for the Property within 30 days of a request by Lender. Lender will be permitted to create an escrow account upon the occurrence of any of the following events (i) Grantor/Mortgagor fails to provide to Lender acceptable evidence of property tax payments for the Property, (ii) the receipt by Lender of delinquent tax bills for the Property or insurance cancellation notices for coverages protecting the Property, or (iii) in the event Grantor/Mortgagor is in default of any terms of the loan or Security Instrument. In the event that Lender exercises Lender's right to establish an escrow account for taxes and insurance, the escrow account will be established as set forth below.

Grantor/Mortgagor shall pay to Lender a sum to provide for payment of amounts due for: (a) yearly taxes and assessments and other items on the Property which can attain priority over the Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; and (c) yearly premiums for any and all insurance required by Lender including but not limited to hazard property insurance, flood insurance, as applicable. These items are called "Escrow

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Items." At any time during the term of the Loan, Lender may require that Homeowner's or Community Association Dues, Fees, and Assessments, if any, be escrowed by Grantor/Mortgagor, and such dues, fees, and assessments shall be an Escrow Item. The amount Grantor/Mortgagor pays to Lender for the Escrow Items will be referred to as the "Funds". Grantor/Mortgagor shall promptly furnish to Lender all notices of amounts to be paid under this Section. Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender may require for a federally related mortgage loan under RESPA, as amended. 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. Grantor/Mortgagor shall then be obligated to pay to Lender any such amount.

Grantor/Mortgagor shall make the payment of the Funds for the Escrow Items on the day that Periodic Payments are normally due under the Note, until the Note is paid in full and the credit line is closed. Grantor/Mortgagor shall pay those amounts to Lender unless Lender tells Grantor/Mortgagor, in writing, that Grantor/Mortgagor does not have to do so, or unless otherwise required by 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 an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Grantor/Mortgagor for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Grantor/Mortgagor interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Grantor/Mortgagor any interest or earning on the Funds. Lender shall give to Grantor/ Mortgagor, without charge, an annual accounting of the Funds as required by RESPA, which will include all additions to and deductions from the Funds as well as the reason for each deduction.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Grantor/Mortgagor for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Grantor/Mortgagor in writing or as required by RESPA, and Grantor/Mortgagor shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA. Grantor/Mortgagor shall pay to Lender the amount necessary to make up the deficiency in no more than 12 monthly payments, subject to and in accordance with RESPA.

If by reason or any default under the Security Instrument, Lender declares all Secured Debt due and payable, Lender may apply any Funds toward the payment of the Secured Debt.

Upon payment in full of all sums secured by this Security Instrument and the credit line is closed, Lender shall promptly refund to Grantor/Mortgagor any Funds held by Lender.

BY SIGNING BELOW, Grantor/Mortgagor accepts and agrees to the terms and provisions contained in this ESCROW

RIDER

04102 KELLE JO BOWERS

Date

2018

Date

#SHANNON