FORM 513 (r.12/00)

TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Jul 28, 2013 / 130557

This is to certify that the holder listed below of Tax Sale Certificate Number **2010** / **8929** , issued the **1st** day of **June**, **2010**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number:** 11-2535-575

Certificate Holder: US BANK, AS C/F FL DUNDEE LIEN LOCKBOX # 005191 PO BOX 645191 CINCINNATI, OHIO 45264 Property Owner: WILSON BRENDA L 949 UPLAND DR CANTONMENT, FLORIDA 32533

Legal Description: 03-1N3-133

BEĞ AT SW COR OF SEC N 89 DEG 0 MIN 1 SEC E ALG S LI OF SEC 662 27/100 FT TO POINT ON W LI OF E1/2 OF SW1/4 OF SW1/4 N 0 DEG 50 MIN 16 SEC W & ALG W ...

See attachment for full legal description.

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid:

CERTIFICATES OWNED BY APPLICANT AND FILED IN CONNECTION WITH THIS TAX DEED APPLICATION:

2010 8929 06/01/10 \$477.87 \$0.00 \$177.81	\$655.68

CERTIFICATES REDEEMED BY APPLICANT OR INCLUDED (COUNTY) IN CONNECTION WITH THIS APPLICATION:

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2012	8109.0000	06/01/12	\$458.77	\$6.25	\$50.85	\$515.87
2011	8721.0000	06/01/11	\$466.17	\$6.25	\$65.65	\$538.07

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by	
Applicant or Included (County)	\$1,709.62
Total of Delinquent Taxes Paid by Tax Deed Application	\$0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	
4. Ownership and Encumbrance Report Fee	\$150.00
5. Tax Deed Application Fee	\$75.00
6. Total Certified by Tax Collector to Clerk of Court	\$1,934.62
7. Clerk of Court Statutory Fee	
8. Clerk of Court Certified Mail Charge	
9. Clerk of Court Advertising Charge	
10. Sheriff's Fee	
11	
12. Total of Lines 6 thru 11	\$1,934.62
13. Interest Computed by Clerk of Court Per Florida Statutes(%)	
14. One-Half of the assessed value of homestead property. If applicable pursuant to section	
197.502, F.S.	
15. Statutory (Opening) Bid; Total of Lines 12 thru 14	
16. Redemption Fee	\$6.25
17. Total Amount to Redeem	

*Done this 28th day of July, 2013

Date of Sale: 4/7/14

^{*} This certification must be surrendered to the Clerk of the Circuit Court no later than ten days after this date.

FORM 513 (r.12/00)

TAX COLLECTOR'S CERTIFICATION

APPLICATION DATE

7/28/2013

FULL LEGAL DESCRIPTION Parcel ID Number: 11-2535-575

August 12, 2013 Tax Year: 2009

Certificate Number: 8929

BEG AT SW COR OF SEC N 89 DEG 0 MIN 1 SEC E ALG S LI OF SEC 662 27/100 FT TO POINT ON W LI OF E1/2 OF SW1/4 OF SW1/4 N 0 DEG 50 MIN 16 SEC W & ALG W LI OF E1/2 1329 74/100 FT N 89 DEG 3 MIN 58 SEC E 19 73/100 FT FOR POB CONT N 89 DEG 3 MIN 58 SEC E 157 37/100 FT S 4 DEG 47 MIN 19 SEC E 110 49/100 FT TO POINT ON A CURVE CONCAVED TO S HAVING RADIUS 50 FT & DELTA ANG 44 DEG 53 MIN 54 SEC & CHORD BRG S 72 DEG 17 MIN 1 SEC W CHORD DIST 38 19/100 FT SWLY ALG ARC OF CURVE 39 18/100 FT N 47 DEG 32 MIN 2 SEC W 176 49/100 FT TO POB PARCEL 16 BROOKHILLS ESTATES S/D UNRECORDED OR 4493 P 1907

Application Number: 130557

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

US BANK, AS C/F FL DUNDEE LIEN LOCKBOX # 005191 PO BOX 645191 CINCINNATI, Ohio, 45264

holder of the following tax sale certificate hereby surrender same to the Tax Collector and make tax deed application thereon:

Certificate No. 8929

Parcel ID Number

11-2535-575

Date

Legal Description

06/01/2010 03-1N3-133

BEG AT SW COR OF SEC N 89 DEG 0 MIN 1 SEC E ALG S LI OF SEC 662 27/100 FT TO POINT ON W LI OF E1/2 OF SW1/4 OF SW1/4 N 0 DEG 50 MIN 16 SEC W & ALG W LI OF E1/2 1329 74/100 FT N 89 DEG 3 MIN 58 SEC E 19 73/100 FT FOR POB CONT N 89 DEG 3 MIN 58 SEC E 157 37/100 FT S 4 DEG 47 MIN 19 SEC E 110 49/100 FT TO POINT ON A CURVE CONCAVED TO S HAVING RADIUS 50 FT & DELTA ANG 44 DEG 53 MIN 54 SEC & CHORD BRG S 72 DEG 17 MIN 1 SEC W CHORD DIST 38 19/100 FT SWLY ALG ARC OF CURVE 39 18/100 FT N 47 DEG 32 MIN ... See attachment for full legal description.

2012 TAX ROLL

WILSON BRENDA L 949 UPLAND DR CANTONMENT , Florida 32533

I agree to pay all delinquent taxes, redeem all outstanding certificates not in my possession, pay any omitted taxes, and pay current taxes, if due, covering the land, and pay any interest earned (a) on tax certificates not in my possession, (b) on omitted taxes or (c) on delinquent taxes. I also agree to pay all Tax Collector's fees, ownership and encumbrance reports costs, Clerk of the Court costs, charges and fees and Sheriff's costs, if applicable. Attached is the above-mentioned tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

glfunl (Jacob Prince)

07/28/2013

Applicant's Signature

FULL LEGAL DESCRIPTION Parcel ID Number: 11-2535-575

August 12, 2013 Tax Year: 2009

Certificate Number: 8929

BEG AT SW COR OF SEC N 89 DEG 0 MIN 1 SEC E ALG S LI OF SEC 662 27/100 FT TO POINT ON W LI OF E1/2 OF SW1/4 OF SW1/4 N 0 DEG 50 MIN 16 SEC W & ALG W LI OF E1/2 1329 74/100 FT N 89 DEG 3 MIN 58 SEC E 19 73/100 FT FOR POB CONT N 89 DEG 3 MIN 58 SEC E 157 37/100 FT S 4 DEG 47 MIN 19 SEC E 110 49/100 FT TO POINT ON A CURVE CONCAVED TO S HAVING RADIUS 50 FT & DELTA ANG 44 DEG 53 MIN 54 SEC & CHORD BRG S 72 DEG 17 MIN 1 SEC W CHORD DIST 38 19/100 FT SWLY ALG ARC OF CURVE 39 18/100 FT N 47 DEG 32 MIN 2 SEC W 176 49/100 FT TO POB PARCEL 16 BROOKHILLS ESTATES S/D UNRECORDED OR 4493 P 1907

I agree to pay all delinquent taxes, redeem all outstanding certificates not in my possession, pay any omitted taxes, and pay current taxes, if due, covering the land, and pay any interest earned (a) on tax certificates not in my possession, (b) on omitted taxes or (c) on delinquent taxes. I also agree to pay all Tax Collector's fees, ownership and encumbrance reports costs, Clerk of the Court costs, charges and fees and Sheriff's costs, if applicable. Attached is the above-mentioned tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

glfunl	(Jacol	b Prince)
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Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B Pensacola, Florida 32503 Telephone: 850-478-8121

Facsimile: 850-476-1437

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 10782

September 18, 2013

Escambia County Tax Collector P.O. Box 1312 Pensacola, Florida 32569

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 09-18-1993, through q09-18-2013, and said search reveals the following:

1. THE GRANTEE(S) OF THE LAST DEED(S) OF RECORD IS:

Brenda L. Wilson

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

3. The following unsatisfied mortgages, liens and judgments affecting the land covered by this Report appear of record:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

The foregoing report is prepared and furnished for information only, is not intended to constitute or imply any opinion, warranty, guaranty, insurance, or similar assurance as to the status of title, and no determination has been made of the authenticity of any instrument described or referred to herein. The name search for the purposes of determining applicable judgments and liens is limited to the apparent record owner(s) shown herein, No attempt has been made to determine whether the land is subject to liens or assessments which are not shown as existing liens by the public records. The Company's liability hereunder shall not exceed the cost of this Report, or \$1,000.00 whichever is less.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

September 18, 2013



OWNERSHIP AND ENCUMBRANCE REPORT LEGAL DESCRIPTION

File No.: 10782 September 18, 2013

031N313303000016 - Full Legal Description

BEG AT SW COR OF SEC N 89 DEG 0 MIN 1 SEC E ALG S LI OF SEC 662 27/100 FT TO POINT ON W LI OF E1/2 OF SW1/4 OF SW1/4 N 0 DEG 50 MIN 16 SEC W & ALG W LI OF E1/2 1329 74/100 FT N 89 DEG 3 MIN 58 SEC E 19 73/100 FT FOR POB CONT N 89 DEG 3 MIN 58 SEC E 157 37/100 FT S 4 DEG 47 MIN 19 SEC E 110 49/100 FT TO POINT ON A CURVE CONCAVED TO S HAVING RADIUS 50 FT & DELTA ANG 44 DEG 53 MIN 54 SEC & CHORD BRG S 72 DEG 17 MIN 1 SEC W CHORD DIST 38 19/100 FT SWLY ALG ARC OF CURVE 39 18/100 FT N 47 DEG 32 MIN 2 SEC W 176 49/100 FT TO POB PARCEL 16 BROOKHILLS ESTATES S/D UNRECORDED OR 4493 P 1907

OWNERSHIP AND ENCUMBRANCE REPORT CONTINUATION PAGE

File No.: 10782 September 18, 2013

UNSATISFIED MORTGAGES, LIENS AND JUDGMENTS AFFECTING THE LAND COVERED BY THIS REPORT THAT APPEAR OF RECORD:

- 1. That certain mortgage executed by Brenda L. Wilson in favor of U.S.Small Business Administration dated 03/04/2005 and recorded 03/08/2005 in Official Records Book 5589, page 317 of the public records of Escambia County, Florida, in the original amount of \$23,100.00.
- 2. Taxes for the year 2009-2011 delinquent. The assessed value is \$19,457.00. Tax ID 11-2535-575.

PLEASE NOTE THE FOLLOWING:

- A. Subject to current year taxes.
- B. Taxes and assessments due now or in subsequent years.
- C. Subject to Easements, Restrictions and Covenants of record.
- D. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- E. Oil, gas and mineral or any other subsurface rights of any kind or nature.

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE PENSACOLA, FLORIDA 32503

TEL. (850) 478-8121 FAX (850) 476-1437

Email: rcsgt@aol.com

Janet Holley Escambia County Tax Collector

P.O. Box 1312 Pensacola, FL 32596 CERTIFICATION: TITLE SEARCH FOR TDA TAX DEED SALE DATE: 04-07-2014 TAX ACCOUNT NO.: 11-2535-575 CERTIFICATE NO.: 2010-8929 In compliance with Section 197.256, 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. NO YES X Notify City of Pensacola, P.O. Box 12910, 32521 X Notify Escambia County, 190 Governmental Center, 32502 X Homestead for _____ tax year. Brenda L. Wilson 949 Upland Dr. Cantonment, FL 32533 Unknown Tenants 930 Brookhills Dr. Cantonment, FL 32533 U.S. Small Business Administration 801 Tom Martin Dr., Ste 120 Birmingham, AL 35211 Certified and delivered to Escambia County Tax Collector, this 19th day of September , 2013 . SOUTHERN GUARANTY TITLE COMPANY by: Richard S. Combs, President

NOTE: The above listed addresses are based upon current information available, but said addresses are not guaranteed to be true or correct.

200

This Warranty Deed

Made this 15th day of November A.D. 19 99
by David Bryan and Kimberly Bryan, husband and wife

hereinafter called the grantor, to Brenda L. Wilson

whose post office address is:
930 Brookhill Drive
Pensacola, Florida
Grantees' Tax Id # :

hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

OR BK 4493 PG1907 Escambia County, Florida INSTRUMENT 99-682431

DEED DOC STANDS PD @ ESC CD \$ 161.00
11/18/99 FRMIE LEE MERCHA, CI ESC.

By:

Witnesseth, that the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in County, Florida, viz:

See Schedule A attached hereto and by this reference made a part hereof.

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

Parcel Identification Number: 03-1N-31-3303-000-016

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 19 99

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

Signed, sealed and delivered in our presence:

- . Λ

LINDA G SALTER	Name & Address: David Bryan	_ LS
None: H. R. GiLES	Komberly Brug	ar Is
Name	Name & Address:	LS
Nume:	Name & Address:	LS
State of Florida County of Escambia		
The foregoing instrument was acknowledged before by David Bryan and Kimberly Brya	·	, 19 99 ,
who is personally known to me or who has produced	their drivers license	as identification.
	Ludo A La Ca	tel

PREPARED BY: Linda G. Salteer Notary Public My Commission Expires:

RECORD & RETURN TO:

First American Title Insurance Company Notary
7201 North 9th Avenue, Suite A-4 Comm.
Pensacola, Florida 32504 Comm.
File No: 99-014214

LINDA G. SALTER Notary Public-State Of FL Comm. Exp. June 17 2003 Comm. No. CC 840885

WD-1 5/93

Schedule A

Parcel 16 Brookhills Estates S/D

Commence at a 6" Concrete Monument located at the S.W. corner of Section 3, T-1-N, R-31-W, Escambia County, Florida; thence N 89 degrees 00 minutes 01 seconds E along the South line of said Section for 662.27' to a I. Pipe (#1292) on the West line of the East 1/2 of the S.W. 1/4 of the S.W 1/4 of said Section; thence N 00 degrees 50 minutes 16 seconds W and along said West line of East 1/2 for 1329.74' to I. Pipe (#1292); thence N 89 degrees 03 minutes 58 seconds E for 19.93' to a I. Pipe and Point of Beginning; thence continue N 89 degrees 03 minutes 58 seconds E along same course for 157.37' to a I. Pipe (#1292); thence S 04 degrees 47 minutes 19 seconds E for 110.49' to a I. Pipe on a curve concaved to the South, having a Radius of 50.0' and Delta Angle of 44 degrees 53 minutes 54 seconds, and Cord Ber. of S 72 degrees 17 minutes 01 seconds W. Cord Dis of 38.19'; thence Southwesterly along the arc of said curve for 39.18' to a I. Pipe; thence N 47 degrees 32 minutes 02 seconds W for 176.49' to P.O.B. Containing 0.26 acres, more or less.

File No: 99-014214

RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: 930 Brookhill Drive

Legal Address of Property: 930 Brookhill Drive, Pensacola, Florida

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

This form completed by: First American Title Insurance Company

7201 N. 9th Ave, Suite A-4 Pensacola, Florida 32504

AS TO SELLER(S):

Witness to Seller(s)

Jalu

Saltu

L. SALTER

N. R. G. Le S

AS TO BUYER(S):

Witness to Buyer(s)

Witness to Buyer(s)

Saltu

L. SALTER

L. S. Le S

THIS FORM APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

Effective: 4/15/95

Recorded in Public Records 03/08/2005 at 04:01 PM, OR Book 5589 Page 317, Instrument #2005343413, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$44.00 MTG Stamps \$80.85

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

THIS INSTRUMENT PREPARED BY AND MAIL TO: Ed Tom, Attorney/Advisor U.S. SMALL BUSINESS ADMINISTRATION 14925 Kingsport Road Fort Worth, Texas 76155-2243 (817)868-2300

WILSON, Brenda L. # 3627-25217 Loan No. DLH 86646340-06

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE (Direct)

This mortgage made and entered into this 4th day of March 2005, by and between Brenda L. Wilson, a single woman, 930 Brookhills Drive, Cantonment, Florida 32533 (hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at 801 Tom Martin Drive, Suite 120, Birmingham, Alabama, 35211

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

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

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

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

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

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

This instrument is given to secure the payment of a promissory note dated <u>March 4, 2005</u> in the principal sum of \$23,100.00 and maturing on <u>March 4, 2035</u>.

- 1. The mortgagor covenants and agrees as follows:
- a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

BK: 5589 PG: 318

- b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.
- c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said premises. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.
- d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.
- e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.
- f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.
- g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable and shall be secured by the lien of this mortgage.
- h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.
- i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.
- j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.
 - k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.
- 2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

BK: 5589 PG: 319

WILSON, Brenda L. 3627-25217 / DLH 86646340-06

- 3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisement (the mortgagor having waived and assigned to the mortgagee all rights of appraisement):
 - (I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or
- (II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or
- (III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

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

- 4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.
- 5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisement.
- 6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.
- 7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- 8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

BK: 5589 PG: 320

- 9. In compliance with section 101.106 of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.106], this instrument is to be construed and enforced in accordance with applicable Federal law.
- 10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.
- 11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 930 Brookhills Drive, Cantonment, Florida 32533 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 801 Tom Martin Drive, Suite 120 Birmingham, Alabama, 35211.

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

STATE OF FLORIDA)	Bunda & W.		
COUNTY OF SCIAMLY)ss)	Senda L. Wilson		
The foregoing instrument was acknowledge day of MVN	ed before me this	••		
Brenda L. Wilson	20 <u>CS</u> by	AND COLOR OF THE PROPERTY OF T		
who produced a		CONCULT COM		
Frnie Lee Maggina, Clork of the Circuit Courtas identification.				
or Samle	Mus			
Notary Public, State of Florida at Large	γ	Leg Si		
My Commission Expires:		COUNTY LEAD		

BK: 5589 PG: 321 Last Page

Name: WILSON, Brenda L.

Control No. / Loan No: 3627-25217 / DLH 86646340-06

EXHIBIT "A"

Commence at a 6° Concrete Monument located at the S.W. corner of Section 3, T-1-N, R-31-W, Escambia County, Florida; thence N 85 degrees 00 minutes 01 seconds E along the South line of said Section for 662.27' to a I. Pipe (#1292) on the West line of the East 1/2 of the S.W. 1/4 of the S.W 1/4 of said Section; thence N 00 degrees 50 minutes 16 seconds W and along said West line of East 1/2 for 1329.74' to I. Pipe (#1292); thence N 89 degrees 03 minutes 58 seconds E for 19.93' to a.I. Pipe and Point of Beginning; thence continue N 89 degrees 03 minutes 58 seconds E along same course for 157.37' to a I. Pipe (#1292); thence S 04 degrees 47 minutes 19 seconds E for 110.49' to a I. Pipe on a curve concaved to the South, having a Radius of 50.0' and Delta Angle of 44 degrees 53 minutes 54 seconds, and Cord Ber. of S 72 degrees 17 minutes 01 seconds W. Cord Dis of 38.19'; thence Southwesterly along the arc of said curve for 39.18' to a I. Pipe; thence N 47 degrees 32 minutes 02 seconds W for 176.49' to P.O.B. Containing 0.26 acres, more or less.

More commonly known as: 930 Brookhills Drive, Cantonment, Florida, 32533

STATE OF FLORIDA COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 08929 of 2010

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on March 6, 2014, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

BRENDA L WILSON 949 UPLAND DR CANTONMENT, FL 32533

BRENDA L WILSON C/O TENANTS 930 BROOKHILLS DR CANTONMENT FL 32533

US SMALL BUSINESS ADMINISTRATION 801 TOM MARIN DR STE 120 BIRMINGHAM AL 35211

WITNESS my official seal this 6th day of March 2014.

COMPTRO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON April 7, 2014, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That US BANK AS C/F FL DUNDEE LIEN holder of Tax Certificate No. 08929, issued the 1st day of June, A.D., 2010 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG AT SW COR OF SEC N 89 DEG 0 MIN 1 SEC E ALG S LI OF SEC 662 27/100 FT TO POINT ON W LI OF E1/2 OF SW1/4 OF SW1/4 N 0 DEG 50 MIN 16 SEC W & ALG W LI OF E1/2 1329 74/100 FT N 89 DEG 3 MIN 58 SEC E 19 73/100 FT FOR POB CONT N 89 DEG 3 MIN 58 SEC E 157 37/100 FT S 4 DEG 47 MIN 19 SEC E 110 49/100 FT TO POINT ON A CURVE CONCAVED TO S HAVING RADIUS 50 FT & DELTA ANG 44 DEG 53 MIN 54 SEC & CHORD BRG S 72 DEG 17 MIN 1 SEC W CHORD DIST 38 19/100 FT SWLY ALG ARC OF CURVE 39 18/100 FT N 47 DEG 32 MIN 2 SEC W 176 49/100 FT TO POB PARCEL 16 BROOKHILLS ESTATES S/D UNRECORDED OR 4493 P 1907

SECTION 03, TOWNSHIP 1 N, RANGE 31 W

TAX ACCOUNT NUMBER 112535575 (14-256)

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

BRENDA L WILSON

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the first Monday in the month of April, which is the 7th day of April 2014.

Dated this 6th day of March 2014.

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.

COUNT

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

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Post Property:

930 BROOKHILLS DR 32533

COUNTRE

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Personal Services:

BRENDA L WILSON 949 UPLAND DR CANTONMENT, FL 32533

COMPTO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA