

PAM CHILDERS
CLERK OF CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
P.O. BOX 333
PENSACOLA, FL 32591-0333
(850) 595-4140
REGISTRY ACCOUNT

Bank of America

PENSACOLA, FLORIDA

VOID AFTER 6 MONTHS

63-27
631

9000018985

PAY

*FIVE HUNDRED SIXTY-FIVE AND 83/100

LYNETTE H NIX

TO THE
ORDER
OF

LYNETTE H NIX
3301 E AVERY ST
PENSACOLA, FL 32503

DATE

AMOUNT

06/25/2013

\$565.83

Pam Childers
PAM CHILDERS, CLERK OF CIRCUIT COURT & COMPTROLLER



⑈9000018985⑈ ⑆063100277⑆ 898033991356⑈

PAM CHILDERS
CLERK OF CIRCUIT COURT & COMPTROLLER

9000018985

06/25/2013 2011 TD 000445

Case # 2011 TD 000445 Registry Check

565.83

9000018985

06/25/2013 LYNETTE H NIX

\$565.83

PAM CHILDERS
CLERK OF CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
P.O. BOX 333
PENSACOLA, FL 32591-0333
(850) 595-4140
REGISTRY ACCOUNT

Bank of America
PENSACOLA, FLORIDA
VOID AFTER 6 MONTHS

63-27
631

9000018989

PAY

*NINE HUNDRED SEVENTY AND 26/100

CATALINA TAX CO LLC

TO THE
ORDER
OF

CATALINA TAX CO LLC
PO BOX 645040
CINCINNATI, OH 45264

DATE

AMOUNT

06/25/2013

\$970.26

Pam Childers
PAM CHILDERS, CLERK OF COURT & COMPTROLLER



⑈9000018989⑈ ⑆063100277⑆ 898033991356⑈

PAM CHILDERS
CLERK OF CIRCUIT COURT & COMPTROLLER

9000018989

06/25/2013 2011 TD 000236	Case # 2011 TD 000236 Registry Check	485.13
06/25/2013 2011 TD 000445	Case # 2011 TD 000445 Registry Check	485.13

9000018989

06/25/2013 CATALINA TAX CO LLC

\$970.26

THIS DOCUMENT IS PRINTED ON RECYCLED PAPER

PAM CHILDERS
CLERK OF CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
P.O. BOX 333
PENSACOLA, FL 32591-0333
(850) 595-4140
REGISTRY ACCOUNT

Bank of America
PENSACOLA, FLORIDA
VOID AFTER 6 MONTHS

63-27
631

9000019008

PAY

*FIFTY-TWO THOUSAND FIVE HUNDRED SIXTY-NINE AND 17/100

JANET HOLLEY TAX COLLECTOR

TO THE
ORDER
OF

JANET HOLLEY TAX COLLECTOR
213 PALAFOX PLACE
PENSACOLA, FL 32502

DATE

AMOUNT

06/25/2013

\$52,569.17

Pam Childers
PAM CHILDERS, CLERK OF CIRCUIT COURT & COMPTROLLER

HEAT SENSITIVE
VOID AFTER 6 MONTHS

⑈9000019008⑈ ⑆063100277⑆ 898033991356⑈

PAM CHILDERS
CLERK OF CIRCUIT COURT & COMPTROLLER

9000019008

06/25/2013	2010 TD 006137	Case # 2010 TD 006137 Registry Check	1,052.13
06/25/2013	2011 TD 000445	Case # 2011 TD 000445 Registry Check	3,380.69
06/25/2013	2010 TD 003163	Case # 2010 TD 003163 Registry Check	841.63
06/25/2013	2010 TD 012038	Case # 2010 TD 012038 Registry Check	3,765.47
06/25/2013	2011 TD 000236	Case # 2011 TD 000236 Registry Check	21,985.26
06/25/2013	2009 TD 010377	Case # 2009 TD 010377 Registry Check	4,491.16
06/25/2013		Additional payments total:	17,052.83

9000019008

06/25/2013 JANET HOLLEY TAX
COLLECTOR

\$52,569.17

2010 TD 05963 10,206.40
2010 TD 05964 4,708.63
2010 TD 10463 2,137.80

Glenda M.
6-26-13

PAM CHILDERS
CLERK OF CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
P.O. BOX 333
PENSACOLA, FL 32591-0333
(850) 595-4140
GENERAL TRUST ACCOUNT

Bank of America

PENSACOLA, FLORIDA

VOID AFTER 6 MONTHS

63-27
631

2000052072

PAY

*SEVENTY AND 00/100

LYNETTE H NIX

TO THE
ORDER
OF

LYNETTE H NIX
3301 E AVERY STREET
PENSACOLA, FL 32503

DATE

AMOUNT

10/31/2013

\$70.00

Pam Childers
PAM CHILDERS, CLERK OF COURT & COMPTROLLER



⑈ 2000052072 ⑈ ⑆063100277⑆ 898033991356⑈

PAM CHILDERS
CLERK OF CIRCUIT COURT & COMPTROLLER

2000052072

10/31/2013 2013 NC 000074

Case # 2013 NC 000074 Refund from receipt# 0

70.00

2000052072

10/31/2013 LYNETTE H NIX

\$70.00

Escambia County Receipt of Transaction

Receipt # 2013077806

Cashiered by: morf

Pam Childers
Clerk of Court
Escambia County, Florida

Received From:

LYNETTE H NIX
3301 E AVERY STREET
PENSACOLA, FL 32503

On Behalf Of:

OFFICIAL RECORDS TAX DEED ON LINE FEE

On: 10/25/13 2:57 pm
Transaction # 100616695

CaseNumber 2013 NC 000074

Fee Description	Fee	Prior Paid	Waived	Due	Paid	Balance
(REFUND) REFUNDS >\$5 OR BY WRITTEN REC	910.00	280.00	0.00	630.00	70.00	560.00
Total:	910.00	280.00	0.00	630.00	70.00	560.00

Grand Total:	910.00	280.00	0.00	630.00	70.00	560.00
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PAYMENTS

Payment Type	Reference	Amount	Refund	Overage	Change	Net Amount
CASH	2013 NC 000074	70.00	0.00	0.00	0.00	70.00
Payments Total:		70.00	0.00	0.00	0.00	70.00



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

November 4, 2013

Lynette H. Nix
3301 E. Avery Street
Pensacola, FL 32503

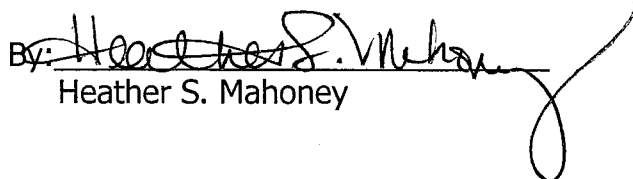
Re: 00445 of 2011

Dear Ms. Nix,

The records of this office show that an application for tax deed was made on the property represented by the certificate referenced above. Please find enclosed a check for \$70.00. This amount represents a refund of the unused Online Auction fees.

Should you have any questions, please feel free to contact us at 850-595-3793.

Sincerely,
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER

By: 
Heather S. Mahoney

HMS/enc

RECORDATION REQUESTED BY:

Compass Bank
PENSACOLA CORDOVA
5055 BAYOU BOULEVARD
PENSACOLA, FL 32504

WHEN RECORDED MAIL TO:



NIX, JOHN

Record and Return To:
Fiserv Lending Solutions
P.O. BOX 2590
Chicago, IL 60690

This Mortgage prepared by:

Name: KRISTEN WALLIN, Document Preparer
Company: Compass Bank
Address: P.O. Box 10343, Birmingham, AL 35203



:9045TSYS0745*

MORTGAGE

FOR USE WITH SECURED REVOLVING CREDIT AGREEMENT

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$25,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated August 1, 2008, is made and executed between LYNETTE H NIX AND SPOUSE JOHN NIX, WHOSE ADDRESS IS 3301 EAST AVERY ST PENSACOLA FL 32503 (referred to below as "Grantor") and Compass Bank, whose address is 5055 BAYOU BOULEVARD, PENSACOLA, FL 32504 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Escambia County, State of Florida:

See Attached Schedule A

The Real Property or its address is commonly known as 3301 EAST AVERY ST, PENSACOLA, FL 32503.

CROSS-COLLATERALIZATION. In addition to the Credit Agreement, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Credit Agreement, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. If the Lender is required to give notice of the right to cancel under Truth in Lending in connection with any additional loans, extensions of credit and other liabilities or obligations of Grantor to Lender, then this Mortgage shall not secure additional loans or obligations unless and until such notice is given.

REVOLVING LINE OF CREDIT. This Mortgage secures the Indebtedness including, without limitation, a revolving line of credit under which, upon request by Grantor, Lender, within twenty (20) years from the date of this Mortgage, may make future advances to Grantor. Such future advances, together with interest thereon, are secured by this Mortgage. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT WITH THE CREDIT LIMIT OF \$25,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until Grantor's interest in any or all of the Property is foreclosed, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Prepared by:
Mary M. Callaway, P.A.
1600 N. Palafox St.
Pensacola, FL 32501
(850) 434-2114

Parcel Identification Number:
052S295905025706

QUIT CLAIM DEED

State of Florida
County of Escambia


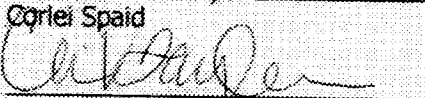
KNOW ALL MEN BY THESE PRESENTS, that I, **JERRY LAMBERT**, Trustee of the **JOHN S. DAVIDSON TRUST**, for and in consideration of Ten Dollars (\$10.00), the receipt whereof is hereby acknowledged, do remise, release, convey and quit claim unto **LYNETTE H. NIX**, a married woman, 3301 E. Avery St., Escambia County, State of Florida 32503, her heirs, executors, administrators and assigns, forever, the following described property, situated in the County of Escambia, State of Florida, to wit:

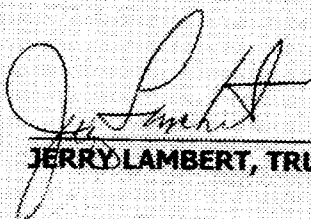
Lots 25, 26, 27, & 28, Block 76 East Pensacola, a subdivision of Section 5, Township 2 South, Range 29 West, City of Pensacola, Escambia County, Florida and recorded in Deed Book 77 at Page 520, of the Public Records of Escambia County, Florida. Subject to all easements and restrictions of record.

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 28th day of December 2006.

Witnesses:

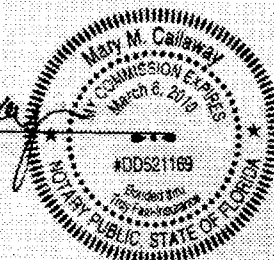

Corlei Spaid

Cerina V. Taylor


(SEAL)
JERRY LAMBERT, TRUSTEE

State of Florida
County of Escambia

Before the subscriber personally appeared **JERRY LAMBERT**, personally known to me to be the individual described by name in and who executed the foregoing instrument and acknowledged that he executed the same for the uses and purposes therein set forth.
Given under my hand and official seal this 28th day of December, 2006.


MARY M. CALLAWAY, P.A.



SOUTHERN GUARANTY TITLE COMPANY

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

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

Email: rcsgrt@aol.com

Janet Holley
Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32596

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 10-7-2013

TAX ACCOUNT NO.: 01-3532-000

CERTIFICATE NO.: 2011-445

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.

YES NO

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

 X Notify Escambia County, 190 Governmental Center, 32502

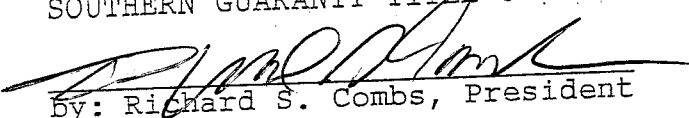
 X Homestead for 2012 tax year.

Lynette H. Nix
3301 E. Avery St.
Pensacola, FL 32503

Compass Bank
5055 Bayou Blvd.
Pensacola, FL 32504
and
P.O. Box 10343
Birmingham, AL 35203

Certified and delivered to Escambia County Tax Collector,
this 22nd day of May, 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.

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 10278

May 14, 2013

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

1. That certain mortgage executed by Lynette H. Nix and John Nix in favor of Compass Bank dated 08/01/2008 and recorded 08/21/2008 in Official Records Book 6367, page 1217, in the amount of \$25,000.00.
2. Taxes for the year 2010 delinquent. The assessed value is \$107,390.00. Tax ID 01-3532-000.

PLEASE NOTE THE FOLLOWING:

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

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 10278

May 14, 2013

052S295905025076 - Full Legal Description

LTS 25 26 27 28 BLK 76 EAST PENSACOLA PLAT DB 77 P 520 OR 6058 P 233 ADDED ADJOINING 10 FT OF
ALLEY ORD 18-95 CA 6

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

13-672

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 10278

May 14, 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 05-14-1993, through 05-14-2013, and said search reveals the following:

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

Lynette H. Nix

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

By: 

May 14, 2013

SCHEDULE A

THE FOLLOWING DESCRIBED PROPERTY, SITUATED IN THE COUNTY OF
ESCAMBIA, STATE OF FLORIDA, TO WIT:

LOTS 25, 26, 27 AND 28, BLOCK 76 EAST PENSACOLA, A SUBDIVISION OF
SECTION 5, TOWNSHIP 2 SOUTH, RANGE 29 WEST, CITY OF PENSACOLA,
ESCAMBIA COUNTY, FLORIDA AND RECORDED IN DEED BOOK 77 AT PAGE
520 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

KNOWN: 3301 E AVERY ST

MORTGAGE
(Continued)

Page 7

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

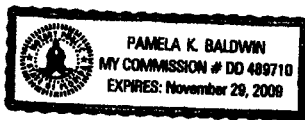
GRANTOR:

x *Lynette Nix*
LYNETTE NIXx *John E Nix*
JOHN NIX

WITNESSES:

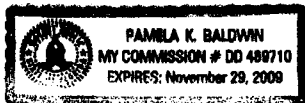
x *Pamela K. Baldwin*x *Laci Nowling* Laci Nowling

INDIVIDUAL ACKNOWLEDGMENT

STATE OF FloridaCOUNTY OF EscambiaThe foregoing instrument was acknowledged before me this 1 day of Aug., 2008
by LYNETTE NIX, who is personally known to me or who has produced FDI as identification.*Pamela Baldwin*
(Signature of Person Taking Acknowledgment)Pamela Baldwin
(Name of Acknowledger Typed, Printed or Stamped)SR.FSR
(Title or Rank)

(Serial Number, if any)

INDIVIDUAL ACKNOWLEDGMENT

STATE OF FloridaCOUNTY OF EscambiaThe foregoing instrument was acknowledged before me this 1 day of Aug., 2008
by JOHN NIX, who is personally known to me or who has produced FDI as identification.*Pamela Baldwin*
(Signature of Person Taking Acknowledgment)Pamela Baldwin
(Name of Acknowledger Typed, Printed or Stamped)SR.FSR
(Title or Rank)

(Serial Number, if any)

RECORDATION REQUESTED BY:

Compass Bank
PENSACOLA CORDOVA
5055 BAYOU BOULEVARD
PENSACOLA, FL 32504

WHEN RECORDED MAIL TO:



NIX, JOHN

Record and Return To:
Fiserv Lending Solutions
P.O. BOX 2590
Chicago, IL 60690

This Mortgage prepared by:

Name: KRISTEN WALLIN, Document Preparer
Company: Compass Bank
Address: P.O. Box 10343, Birmingham, AL 35203



9045TSYS0745*

MORTGAGE

FOR USE WITH SECURED REVOLVING CREDIT AGREEMENT

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$25,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated August 1, 2008, is made and executed between LYNETTE H NIX AND SPOUSE JOHN NIX, WHOSE ADDRESS IS 3301 EAST AVERY ST PENSACOLA FL 32503 (referred to below as "Grantor") and Compass Bank, whose address is 5055 BAYOU BOULEVARD, PENSACOLA, FL 32504 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Escambia County, State of Florida:

See Attached Schedule A

The Real Property or its address is commonly known as 3301 EAST AVERY ST, PENSACOLA, FL 32503.

CROSS-COLLATERALIZATION. In addition to the Credit Agreement, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Credit Agreement, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. If the Lender is required to give notice of the right to cancel under Truth in Lending in connection with any additional loans, extensions of credit and other liabilities or obligations of Grantor to Lender, then this Mortgage shall not secure additional loans or obligations unless and until such notice is given.

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Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT WITH THE CREDIT LIMIT OF \$25,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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Possession and Use. Until Grantor's interest in any or all of the Property is foreclosed, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.