

**TAX COLLECTOR'S CERTIFICATION**

**Application  
Date / Number  
Nov 7, 2013 / 130815**

This is to certify that the holder listed below of Tax Sale Certificate Number **2011 / 2383.0000** , issued the **1st day of June, 2011**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 04-0586-100**

**Certificate Holder:**  
RMC GULF LIFT, LLC RMC GULF LIFT, LLC GULF SHORES  
8902 NORTH DALE MABRY HWY  
SUITE 200  
TAMPA, FLORIDA 33614

**Property Owner:**  
BAKER BENNIE R  
PO BOX 6259  
PENSACOLA , FLORIDA 32503

**Legal Description:** 35-1S3-090  
LT 1 AND E 50 FT OF LT 2 CUMMINGS S/D PB 1 P 86 OR 2246 P 430 OR 2567 P 477 OR 3945 P 935 OR 4278 P  
1549/1554 SEC 35/47 T 1S R 30

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:**

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2011	2383.0000	06/01/11	\$3,167.40	\$0.00	\$494.91	\$3,662.31

**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
2013	1945.0000	06/01/13	\$3,221.85	\$6.25	\$161.09	\$3,389.19
2012	2138.0000	06/01/12	\$3,342.47	\$6.25	\$200.55	\$3,549.27

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
2. Total of Delinquent Taxes Paid by Tax Deed Application
3. Total of Current Taxes Paid by Tax Deed Applicant (2013)
4. Ownership and Encumbrance Report Fee
5. Tax Deed Application Fee
6. Total Certified by Tax Collector to Clerk of Court
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
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
17. Total Amount to Redeem

\$10,600.77
\$0.00
\$2,743.75
\$150.00
\$75.00
\$13,569.52
\$13,569.52
\$6.25

\*Done this 7th day of November, 2013

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Shirley Rich, CFCA  
Senior Deputy Tax Collector

Date of Sale: 4<sup>th</sup> August 2014

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

### Notice to Tax Collector of Application for Tax Deed

**TO: Tax Collector of Escambia County**

In accordance with Florida Statutes, I,

**RMC GULF LIFT, LLC RMC GULF LIFT, LLC GULF  
SHORES  
8902 NORTH DALE MABRY HWY  
SUITE 200  
TAMPA, Florida, 33614**

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

<b>Certificate No.</b>	<b>Parcel ID Number</b>	<b>Date</b>	<b>Legal Description</b>
2383.0000	04-0586-100	06/01/2011	35-1S3-090 LT 1 AND E 50 FT OF LT 2 CUMMINGS S/D PB 1 P 86 OR 2246 P 430 OR 2567 P 477 OR 3945 P 935 OR 4278 P 1549/1554 SEC 35/47 T 1S R 30

**2013 TAX ROLL**

BAKER BENNIE R  
PO BOX 6259  
PENSACOLA , Florida 32503

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.

GULFLIFT (Matt Sheehan)  
Applicant's Signature

11/07/2013  
Date

# 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.: 11107

May 1, 2014

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 05-01-1994, through 05-01-2014, and said search reveals the following:

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

Bennie Baker

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 1, 2014

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 11107

May 1, 2014

**Lot 1 and East 50 feet of Lot 2, Cummings Subdivision, Plat Book 1, page 86, Escambia County, Florida.**

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 11107

May 1, 2014

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

1. That certain mortgage executed by Bennie Baker in favor of Beneficial Florida, Inc. dated 07/07/1998 and recorded 07/08/1998 in Official Records Book 4278, page 1556 of the public records of Escambia County, Florida, in the original amount of \$150,000.00.
2. Subject to rights of tenants in possession.
3. MSBU Lien filed by Escambia County recorded in O.R. Book 4443, page 670.
4. Taxes for the year 2010-2013 delinquent. The assessed value is \$171,980.00. Tax ID 04-0586-100.

**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: 8-4-2014

TAX ACCOUNT NO.: 04-0586-100

CERTIFICATE NO.: 2011-2383

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

- Notify City of Pensacola, P.O. Box 12910, 32521  
  Notify Escambia County, 221 Palafox Place, 4th Floor,  
190 Governmental Center, 32502  
  Homestead for \_\_\_\_\_ tax year.

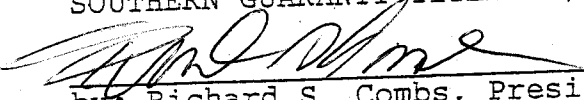
Bennie Baker  
P.O. Box 6259  
Pensacola, FL 32503

Unknown Tenants  
5708 N. Palafox Hwy.  
Pensacola, FL 32503

Beneficial Florida, Inc.  
26525 N. Riverwoods Blvd.  
Tax Dept.  
Mettawa, IL 60045  
and  
CT Corporation System (Reg. Agent)  
1200 S. Pine Island Rd.  
Plantation, FL 33324

Certified and delivered to Escambia County Tax Collector,  
this 9th day of May, 2014.

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.

**This Warranty Deed**

10.50  
@ 45.00

OR BK 4278 PG 1554  
Escambia County, Florida  
INSTRUMENT 98-500256

Made this day of A.D. 19 1998  
by Glenn W. Norris and Anna C. Norris,  
husband and wife and James David Hoffman  
and Louia Jane Hoffman, husband and wife

DEED DOC STAMPS PD @ ESC CO \$ 245.00  
07/08/98 ERNIE LEE WAGNER, CLERK  
By: D. Davis

hereinafter called the grantor, to  
Bennie Baker

whose post office address is:

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)

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 Escambia 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.  
Given in full Satisfaction of agreement as recorded in Official Record Book 2246, Page 430, Escambia County, Florida.

Parcel Identification Number: 35-18-30-9000-000-002 and -001-001  
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 97

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

Signed, sealed and delivered in our presence:

<u>Tammy Houie</u> Name & Address: TAMMY HOUIE	<u>Glenn W. Norris</u> Name & Address: Glenn W. Norris	LS
<u>Annex Willis</u> Name & Address: ANNEX WILLIS	<u>Anna C. Norris</u> Name & Address: Anna C. Norris	LS
<u>Jack Garabon</u> Name & Address: JACK GARABON	<u>James David Hoffman</u> Name & Address: James David Hoffman	LS
<u>Raymond E. Mills</u> Name & Address: RAYMOND E. MILLS	<u>Louia Jane Hoffman</u> Name & Address: Louia Jane Hoffman	LS

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this 5th day of March, 19 98,  
by Glenn W. Norris and Anna C. Norris, husband and wife and James David Hoffman and Louia Jane Hoffman, husband and wife

who is personally known to me or who has produced drivers license as identification.

Kelly A. Boldon  
Print Name: Kelly A. Boldon  
Notary Public  
My Commission Expires:

PREPARED BY:  
RECORD & RETURN TO:  
First American Title Insurance Company  
7201 North 9th Avenue, Suite A-4  
Pensacola, Florida 32504  
File No: 97-3246

WD-1  
5/93



KELLY A BOLDON  
My Commission CC48885  
Expires Aug. 18, 1999

Schedule A

West 150 feet of Lot 2, O.R. Book 578, Page 362, 363, Cummings Subdivision, recorded in Plat Book 1 at Page 86, O.R. Book 579, Page 273, O.R. Book 1391, Page 11, 12, of the public records of Escambia County, Florida.

and

Lot 1 and E 50 feet of Lot 2, Cummings Subdivision according to Plat Book 1, Page 86, O.R. Book 2246, Page 430, Section 35, 47, Township 1 South, Range 30 West, Escambia County, Florida.

Also described as:

Being a part of Lot 59 of Averia Tract, Section 47, Township 1 South, Range 30 West, Escambia County, Florida, according to the plat of said Averia Tract as filed in Deed Book "P" at Page 206 of the public records of said county. Begin at the Northwest corner of said Lot 59 for the Point of Beginning; thence Easterly along the North line of said Lot 59 for 200 feet; thence Southerly parallel to the West line of said Lot 59 for 200 feet; thence Westerly parallel to the North line of said Lot 59 for 200 feet to the West line of said lot; thence Northerly along the West line of said Lot 59 for 200 feet to the Point of Beginning. Being the same as Lots 1 and 2, Cummings Subdivision, a subdivision as recorded in Plat Book 1 at Page 86 of the public records of Escambia County, Florida.

RCD Jul 08, 1998 01:42 pm  
Escambia County, Florida

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 98-500256

File No: 97-3246



Return to

BENEFICIAL FLORIDA INC.  
6600 N DAVIS HWY  
PENSACOLA FL 32504

This instrument has been prepared by  
James D. Warren, Esq.  
200 Beneficial Center  
Peapack, NJ 07977

19.50  
525.00  
300.00

OR BK 4278 P61556  
Escambia County, Florida  
INSTRUMENT 98-500257

MTG DOC STAMPS PD @ ESC CO \$ 525.00  
07/08/98 EMILIE LEE MAGNAN, CLERK  
By: D Warren

INTANGIBLE TAX PD @ ESC CO \$ 300.00  
07/08/98 EMILIE LEE MAGNAN, CLERK  
By: D Warren

Date of Credit Line Account Agreement 7/7/98  
Credit Line \$ 150,000.00  
Principal Balance of Prior  
Credit Line Account \$ N/A

**MORTGAGE DEED**

THIS INDENTURE, made this 7TH day of JULY, 19 98 BETWEEN  
BENNIE BAKER, A SINGLE WOMAN, ENCUMBERING NON-HOMESTEAD PROPERTY  
residing at 230 ST EUSABIA ST. in the City of  
PENSACOLA, County of ESCAMBIA and State of Florida, hereafter called the "Mortgagor," and  
BENEFICIAL FLORIDA INC., a Delaware corporation qualified to do business in Florida, having an office and place of business  
at 6600 N DAVIS HWY  
in the City of PENSACOLA, County of ESCAMBIA and State of Florida, hereafter called "Mortgagee."

WITNESSETH, that Mortgagor, in consideration of a Credit Line Account opened for Mortgagor by Mortgagee, such Account being evidenced by a Credit Line Account Agreement ("Agreement") dated the same date as this Mortgage, and in order to secure the payment of the Agreement by which Mortgagee is obligated to make loans and advances to Mortgagor up to the amount of the Credit Line shown above, and all other sums as provided herein and to secure the performance of all the agreements and conditions contained herein and in the Agreement, the amount shown as "Principal Balance of Prior Credit Line Account" being the portion of the Initial Advance on the Credit Line Account secured by this Mortgage Deed that was required to pay in full a prior Credit Line Account, by these presents, does grant, bargain, sell and convey to Mortgagee, its successors and assigns, the following described real property, hereafter referred to as the "Property," situate, lying and being in the County of ESCAMBIA and the State of Florida, to-wit:

See Schedule A for legal description, which is incorporated in the mortgage.

If this box is checked, this Mortgage is subject to a prior mortgage dated \_\_\_\_\_, 19\_\_\_\_, executed by Mortgagors to \_\_\_\_\_ as Mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of \$ \_\_\_\_\_. That prior mortgage was recorded on \_\_\_\_\_, 19\_\_\_\_ with the Clerk of the Circuit Court of the County of \_\_\_\_\_, Florida in Book No. \_\_\_\_\_ at page \_\_\_\_\_.

Mortgagor fully warrants the title to the above Property, and will defend the same against the lawful claims of all persons whomsoever. In the event the Property is sold or otherwise conveyed without the written consent of the Mortgagee, such sale of conveyance at Mortgagee's option shall be considered a default under this Mortgage and the Mortgagee shall be entitled to all remedies provided herein and/or as provided by law and equity. This Mortgage is not assumable nor is the Mortgagor's interest herein transferable without the prior written consent of the Mortgagee. If Mortgagors voluntarily shall sell or convey the Property, in whole or in part, or any interest in that Property or by some act or means divest themselves of title to the Property without obtaining the written consent of Mortgagee, then Mortgagee, at its option, may declare the entire balance of the loan plus interest on the balance immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's creditworthiness is satisfactory to Mortgagee and (2) that purchaser, prior to the sale, has executed a written assumption agreement containing terms prescribed by Mortgagee including, if required, an increase in the rate of interest payable under the Agreement.

PROVIDED, HOWEVER, that if Mortgagor shall make all payments required by the Agreement, and shall well and truly perform and comply with each and every covenant of the Agreement and of this Mortgage, then this Mortgage shall be null and void, otherwise to remain in full force and effect.

Mortgagor covenants to pay, when due, the full amount of each and every instalment as provided in the Agreement; to pay before they become delinquent all encumbrances of every kind upon the Property together with the indebtedness secured thereby, including any prior mortgages and deeds of trust; to pay all taxes and assessments levied with respect to the Property, to whomsoever the same may be assessed, before they become delinquent; neither to commit nor to suffer any strip, waste, impairment or deterioration of the Property; to keep the buildings now or hereafter to be erected on the Property (together with any personal property included in this Mortgage) insured against loss or damage by fire and such other hazards, in such amounts and with such carriers as shall be acceptable to the Mortgagee; and the Mortgagor hereby waives all right of homestead and exemptions under the Constitution and the Laws of Florida.

Mortgagors herein expressly covenant and agree to pay and keep current the monthly instalments on any prior mortgage and to prevent any default thereunder. Mortgagors further agree that should any default be made in the payment of any instalment of principal or any interest on the prior mortgage, or should any suit be commenced or other action taken to foreclose the prior mortgage, then the amount secured by this Mortgage shall become and be due and payable in full at any time thereafter, at the option of the Mortgagee and in accordance with the Agreement. Mortgagee, at its option, may pay the scheduled monthly instalments on the prior mortgage and, to the extent of the amount so paid, become subrogated to the rights of Mortgagee identified on the prior mortgage. All payments made on the prior mortgage by Mortgagee shall bear interest at the Finance Charge rate being charged under the Agreement until paid in full.

RL 4 FL-20/79/80, Ed. Sept. '93

Record & Return To  
First American Title Insurance Co.  
7201 N. 9th Avenue, Suite A-4

Record & Return To  
First American Title Insurance Co  
201 N. 9th Avenue, Suite A-4  
Pensacola, FL 32504

If any of the foregoing covenants should be breached by Mortgagor or upon the death of Mortgagor, then: (1) the Agreement and all monies hereby secured at the option of the Mortgagee and without demand, shall become immediately due and payable; (2) Mortgagee, at its option, may pay any such delinquent sums and interest due under provisions of the foregoing covenants and the full amount of such payments shall become part of the Unpaid Balance due under the Agreement and shall bear interest at the Finance Charge rate in effect under the Agreement, together with the agreed interest, shall be secured by the lien of this Mortgage; and, (3) this Mortgage forthwith may be foreclosed. In the event of any foreclosure of this Mortgage, the Mortgagor agrees to pay all costs and expenses of foreclosure, including reasonable attorney's fees, together with any and all amounts which the Mortgagee shall have disbursed under provisions of this Mortgage and the Agreement secured thereby. In the event of default or breach of any provision contained in this Mortgage Deed, Mortgagee shall be entitled to all rents, profits, incomes, issues and revenues of the Property which shall be applied according to the terms of this Mortgage Deed.

Mortgagor warrants that

1. the Property has not been used in the past and is not presently used for hazardous and/or toxic waste,
2. the Property complies with all federal, state and local environmental laws regarding hazardous and/or toxic waste,
3. asbestos has not been used as a building material on any building erected on the Property in the past,
4. the Property is not presently used for asbestos storage and
5. the Mortgagor complies with all federal, state, and local laws, as well as regulations, regarding the use and storage of asbestos.

Mortgagor covenants and agrees to comply with all federal, state, and local environmental laws in the maintenance and use of the Property.

Mortgagor warrants that neither the Property nor the loan proceeds were or will be used in illegal drug activity, and the Property is not subject to seizure by any governmental authority because of any illegal drug activity.

Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefore related to Mortgagee's interest in the Property.

If there be more than one mortgagor, all singular words herein referring to the Mortgagor shall be read in the plural.

IN WITNESS WHEREOF the Mortgagor has executed this instrument under seal the day and year above written.

Signed, sealed and delivered in the presence of us:

Kelly A. Soldon  
Witness Signature

KELLY A. SOLDON  
Name of Witness - Typed

Debbie Timbie  
Witness Signature

DEBBIE TIMBIE  
Name of Witness - Typed

Bennie Baker  
Signature (Seal)

BENNIE BAKER  
Name of Borrower - Typed

Bennie Baker  
Signature (Seal)

Name of Borrower - Typed

STATE OF FLORIDA )  
COUNTY OF ESCAMBIA ) ss.

STATUTORY SHORT FORM  
OF ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 7TH day of JULY, 1998 by BENNIE BAKER, who is personally known to me or who has produced

- a driver's license or non-driver's identification issued by Florida or any other U.S. state:  
Drivers License No.: \_\_\_\_\_  
Identification No.: \_\_\_\_\_  
Date of Issuance: \_\_\_\_\_
- identification issued by branch of U.S. military service:  
Branch: \_\_\_\_\_  
Identification No.: \_\_\_\_\_  
Date of Issuance: \_\_\_\_\_

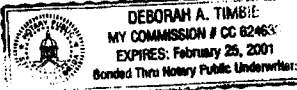
SEAL

Deborah A. Timbie  
Signature of Notary

Name of Notary  
(printed, typed or stamped)

NOTARY PUBLIC—STATE OF FLORIDA

Serial Number (if any)



**1-4 FAMILY RIDER  
Assignment of Rents**

**OR BK 4278 PG1559  
Escambia County, Florida  
INSTRUMENT 98-500257**

THIS 1-4 FAMILY RIDER is made this 7 day of JULY, 19 98,  
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed  
(the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to  
BENEFICIAL FLORIDA INC. (the "Lender")  
of the same date and covering the property described in the Security Instrument and located at:

5612 & 5608 N PALAFOX HWY PENSACOLA FL 32503

(Property Address)

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**B. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**C. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**D. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**E. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**F. ASSIGNMENT OF RENTS.** Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

**G. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

*Dennis R. Baker* (Seal)  
Borrower

..... (Seal)  
Borrower

RCD Jul 08, 1998 01:42 pm  
Escambia County, Florida

**Record & Return To  
First American Title Insurance Co.  
7201 N. 9th Avenue, Suite A-4  
Pensacola, FL 32504**

**Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 98-500257**

SCHEDULE A  
"Description of Property"

OR BK 4278 PG 1558  
Escambia County, Florida  
INSTRUMENT 98-500257

West 150 feet of Lot 2, O.R. Book 578, Page 362, 363, Cummings  
Subdivision, recorded in Plat Book 1 at Page 86, O.R. Book 579,  
Page 273, O.R. Book 1391, Page 11, 12, of the public records of  
Escambia County, Florida.

and

✓  
Lot 1 and E 50 feet of Lot 2, Cummings Subdivision according to  
Plat Book 1, Page 86, O.R. Book 2246, Page 430, Section 35, 47,  
Township 1 South, Range 30 West, Escambia County, Florida.

Also described as:

Being a part of Lot 59 of Averia Tract, Section 47, Township 1  
South, Range 30 West, Escambia County, Florida, according to the  
plat of said Averia Tract as filed in Deed Book "p" at Page 206  
of the public records of said county. Begin at the Northwest  
corner of said Lot 59 for the Point of Beginning; thence  
Easterly along the North line of said Lot 59 for 200 feet;  
thence Southerly parallel to the West line of said Lot 59 for  
200 feet; thence Westerly parallel to the North line of said Lot  
59 for 200 feet to the West line of said lot; thence Northerly  
along the West line of said Lot 59 for 200 feet to the Point of  
Beginning. Being the same as Lots 1 and 2, Cummings  
Subdivision, a subdivision as recorded in Plat Book 1 at Page 86  
of the public records of Escambia County, Florida.

11/2383 Sold

**CERTIFIED MAIL**

**PAM CHILDERS**  
Clerk of the Circuit Court & Con  
Official Records  
221 Palafox Place, Suite 11  
Pensacola, FL 32502



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*Handwritten notes:*  
8/14/15  
P. Childers  
R.F.S.

RAYMOND E COBB [15-507]  
6631 SUWANNEE ROAD  
PENSACOLA FL 32526

3252694199 R008