

TAX COLLECTOR'S CERTIFICATION

This is to certify that the holder listed below of Tax Sale Certificate Number 2012/ 8780.000, Issued the 01st day of June, 2012, and which encumbers the following described property in the county of Escambia County Tax Collector State of Florida, to-wit:
11-4309-785

Cert Holder US BANK AS CUST FOR CAZ CREEK
PO BOX 645132
LOCKBOX # 005132
CINCINNATI OH 45264

Property Owner OLIVER LISA M
1132 DOLPHIN RD
CANTONMENT FL 32533

**** See Additional Legal Next Page ****

BEG AT SE COR OF SEC N 0
DEG 0 MIN E ALG E LI
1589 34/100 FT S 89 DEG
43 MIN 40 SEC W ALG N R/W
LI OF A 66 FT RD 663 FT

FOR POB
CONT SAME COURSE 210 FT
N 0 DEG 0 MIN W 390 FT N
89 DEG 43 MIN 40 SEC E 210
FT S 0 DEG 0 MIN W 390 FT

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 Application:

Certificate	Date of Sale	Face Amount	T/C Fee	Interest	Total
2012/ 8780.000	06/01/2012	1,414.12	0.00	70.71	1,484.83

Certificates Redeemed by Applicant in Connection With This Tax Deed Application or included (County) in connection with this Tax Deed Application:

Certificate	Date of Sale	Face Amount	T/C Fee	Interest	Total
2013/ 8151.000	06/01/2013	1,471.93	6.25	73.60	1,551.78

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or included (County)	3,036.61
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	
3. Total of Current Taxes Paid by Tax Deed Applicant .{2013}	1,381.91
4. Ownership and Encumbrance Report Fee	250.00
5. Total Tax Deed Application Fee	75.00
6. Total Certified By Tax Collector To Clerk of Court	4,743.52
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.	60,240.50
15. Total of Lines 12 thru 14 (Statutory Opening Bid)	
16. Redemption Fee	6.25
17. Total Amount to Redeem	

* Done this the 06th day of May, 2014

Date of Sale: December 1, 2014

TAX COLLECTOR OF Escambia County Tax Collector County

By

Dorinda Walker

* This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.

Form 513
{R 12/96}

TAX COLLECTOR'S CERTIFICATION

Application Date/Number
APR 25, 2014 140251

TO POB
OR 4459 P 101

NOTICE TO TAX COLLECTOR OF APPLICATION FOR TAX DEED

To: Tax Collector of Escambia County Tax Collector County : Janet Holley

In accordance with the Florida Statutes, I,

US BANK AS CUST FOR CAZ CREEK
PO BOX 645132
LOCKBOX # 005132
CINCINNATI OH 45264

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

Certificate No.	Property No.	Date	Legal Description
2012/ 8780.000	11-4309-785	06/01/2012	BEG AT SE COR OF SEC N 0 DEG 0 MIN E ALG E LI 1589 34/100 FT S 89 DEG 43 MIN 40 SEC W ALG N R/W LI OF A 66 FT RD 663 FT FOR POB CONT SAME COURSE 210 FT N 0 DEG 0 MIN W 390 FT N 89 DEG 43 MIN 40 SEC E 210 FT S 0 DEG 0 MIN W 390 FT TO POB OR 4459 P 101

I agree to pay all delinquent taxes, redeem all outstanding tax 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 tax collector's fees, ownership and encumbrance report 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.

April 25, 2014

Applicant's Signature

Date

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

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

Certificate No.	Parcel ID Number	Date	Legal Description
8780.0000	11-4309-785	06/01/2012	BEG AT SE COR OF SEC N 0 DEG 0 MIN E ALG E LI 1589 34/100 FT S 89 DEG 43 MIN 40 SEC W ALG N R/W LI OF A 66 FT RD 663 FT FOR POB CONT SAME COURSE 210 FT N 0 DEG 0 MIN W 390 FT N 89 DEG 43 MIN 40 SEC E 210 FT S 0 DEG 0 MIN W 390 FT TO POB OR 4459 P 101

2013 TAX ROLL

OLIVER LISA M
1132 DOLPHIN RD
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.

MTAGCaz (Flor Anne Militar)

Applicant's Signature

04/25/2014

Date

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

14-853

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 11518

September 8, 2014

Escambia County Tax Collector
P.O. Box 1312
Pensacola, Florida 32591

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 09-08-1994, through 09-08-2014, and said search reveals the following:

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

Lisa M. Oliver and Joseph E. Oliver

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

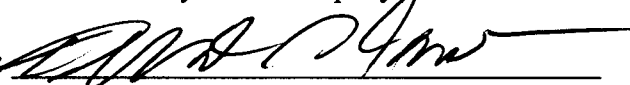
4. Taxes:

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: 

September 8, 2014

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 11518

September 8, 2014

271N31090000160 - Full Legal Description

BEG AT SE COR OF SEC N 0 DEG 0 MIN E ALG E LI 1589 34/100 FT S 89 DEG 43 MIN 40 SEC W ALG N R/W LI
OF A 66 FT RD 663 FT FOR POB CONT SAME COURSE 210 FT N 0 DEG 0 MIN W 390 FT N 89 DEG 43 MIN 40
SEC E 210 FT S 0 DEG 0 MIN W 390 FT TO POB OR 4459 P 101

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 11518

September 8, 2014

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

1. That certain mortgage executed by Joseph E. Oliver and Lisa M. Oliver in favor of Monsanto Employees Credit Union NKA Gulf Winds Federal Credit Union dated 10/07/2002 and recorded 10/14/2002 in Official Records Book 4990, page 1904 of the public records of Escambia County, Florida, in the original amount of \$87,400.00.
2. Taxes for the year 2011-2013 delinquent. The assessed value is \$122,288.00. Tax ID 11-4309-785.

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: 12-1-2014

TAX ACCOUNT NO.: 11-4309-785

CERTIFICATE NO.: 2012-8780

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, 190 Governmental Center, 32502

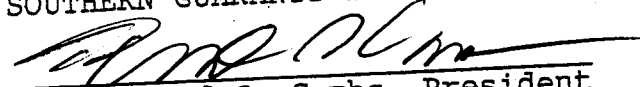
Homestead for 2013 tax year.

Lisa M. Oliver
Joseph E. Oliver (if alive)
1132 Dolphin Rd.
Cantonment, FL 32533

Gulf Winds Federal Credit Union
formerly Monsanto Employees Credit Union
220 East Nine Mile Rd.
Pensacola, FL 32534

Certified and delivered to Escambia County Tax Collector,
this 10th day of September, 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.

6-20

THIS INSTRUMENT PREPARED BY: LISA M. OLIVER 1132 DOLPHIN RD,
CANTONMENT FLORIDA 32533

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DEED DOC STAMPS PD @ ESC CO \$ 0.70
08/25/99 ERNIE LEE MAGAHA, CLERK
By: *Sally Ann*

**WARRANTY DEED
WITH RESERVED
LIFE ESTATE
PROVISION**

KNOW ALL MEN BY THESE PRESENTS, THAT I, CATHERINE J. OLIVER, UNREMARKED WIDOW OF CARY R. OLIVER, FOR AND IN CONSIDERATION OF TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS THE RECEIPT WHEREOF IS ACKNOWLEDGED DOES BARGAIN, SELL, CONVEY AND GRANT UNTO LISA M. OLIVER AND JOSEPH E. OLIVER, HUSBAND AND WIFE, THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, FOREVER THE FOLLOWING REAL PROPERTY IN THE COUNTY OF ESCAMBIA STATE OF FLORIDA, TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE NORTH 0'00' EAST ALONG THE EAST LINE OF SAID SECTION 27, A DISTANCE OF 1,589.34 FEET; THENCE SOUTH 89 DEGREES 43'40" WEST ALONG THE NORTH RIGHT OF WAY LINE OF A 66 FOOT ROAD, 663.0 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEGREES 43'40" WEST ALONG SAID RIGHT OF WAY LINE, 210 FEET; THENCE NORTH 0'00' WEST, 390.0 FEET; THENCE NORTH 89 DEGREES 43'40" EAST, 210 FEET; THENCE SOUTH 0'00' WEST 390 FEET TO THE POINT OF BEGINNING.

TO HAVE AND TO HOLD, UNTO THE SAID GRANTEE, THEIR HEIRS, SUCCESSORS AND ASSIGNS, FOREVER. TOGETHER WITH ALL AND SINGULAR THE TENEMENTS, HEREDITAMENTS AND APPURTENANCES THERETO BELONGING OR IN ANYWISE APPERTAINING. I COVENANT THAT I AM WELL SEIZED OF AN INDEFEASIBLE ESTATE IN FEE SIMPLE IN SAID PROPERTY AND HAVE A GOOD RIGHT TO CONVEY THE SAME; THAT IT IS FREE OF OTHER LIEN OR ENCUMBRANCE, AND THAT MY HEIRS, EXECUTORS, ADMINISTRATORS OR ASSIGNS WARRANT UNTO SAID GRANTEE THEIR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS OR ASSIGNS, IN QUIET AND PEACEABLE POSSESSION AND ENJOYMENT THEREOF, AGAINST ALL PERSONS LAWFULLY CLAIMING THE SAME, AND SHALL AND WILL FOREVER WARRANT AND DEFEND, GRANTOR DOES HEREBY RESERVE A LIFE ESTATE INTEREST IN SAID PROPERTY.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL THIS 13TH DAY OF AUGUST, 1999.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Catherine J. Oliver (SEAL)
CATHERINE J. OLIVER

Cecil Martin
CECIL MARTIN
WITNESS

Ruby Martin
RUBY MARTIN
WITNESS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED CATHERINE J. OLIVER, WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED *FLD # 0416-130.326* IDENTIFICATION AND TOOK AN OATH THAT SHE EXECUTED THE SAME VOLUNTARILY ON THE DAY THE SAME BEARS DATE.

GIVEN UNDER MY HAND AND SEAL THIS 13TH DAY OF AUGUST, 1999.

Charles Holt
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES:



Charles Holt
MY COMMISSION # C280886 EXPIRES
December 26, 1999
BONDED THROUGH FARM INSURANCE, INC.



Charles Holt
MY COMMISSION # C280886
December 26, 1999
BONDED THROUGH FARM INSURANCE, INC.

RCD Aug 25, 1999 04:13 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 99-651313

37.50
305.90

DR BK 4990 P61904
Escambia County, Florida
INSTRUMENT 2002-016392

MTG DOC STAMPS PD @ ESC CO \$ 305.90
10/14/02 ERNIE LEE MAGAHA, CLERK
By: *Ernie Lee Magaha*

File #: 02-1461
Loan #: 462-61377502

Prepared by: CHARLES F. JAMES, IV
CLARK, PARTINGTON, HART, LARRY
BOND & STACKHOUSE
125 WEST ROMANA STREET, SUITE 800
PENSACOLA, FLORIDA 32501

Instrument exempt from
Class C Intangible Tax
ERNIE LEE MAGAHA, CLERK

(Space Above This Line For Recording Data)

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated **October 7th, 2002**, together with all Riders to this document.
- (B) "Borrower" is **JOSEPH E. OLIVER and LISA M. OLIVER, husband and wife**

Borrower is the mortgagor under this Security Instrument.
 (C) "Lender" is **MONSANTO EMPLOYEES CREDIT UNION**

Lender is a corporation organized and existing under the laws of Florida.
 Lender's address is **220 EAST NINE MILE ROAD, PENSACOLA, FLORIDA 32534.**

- Lender is the mortgagee under this Security Instrument.
- (D) "Note" means the promissory note signed by Borrower and dated October 7th, 2002. The Note states that Borrower owes Lender **Eighty-Seven Thousand Four Hundred and 00/100 Dollars (U.S. \$87,400.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **November 1st, 2007.**
 - (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
 - (F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under the Security Instrument, plus interest.
 - (G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- (Check applicable box(es))
- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Developer | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> V.A. Rider | <input type="checkbox"/> Biweekly Payment Rider | <input type="checkbox"/> Other(s) (specify) |

- (H) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfer initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (K) "Escrow Items" means those items that are described in Section 3.
- (L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in the Public Records of ESCAMBIA County, Florida:

THAT PORTION OF GOVERNMENT LOT 16, SECTION 27, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 27; THENCE NORTH 0°0' EAST ALONG THE EAST LINE OF SAID SECTION 27, A DISTANCE OF 1,589.34 FEET; THENCE SOUTH 89°43'40" WEST ALONG THE NORTH RIGHT OF WAY LINE OF A 66 FOOT ROAD, 663.0 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°43'40" WEST ALONG SAID RIGHT OF WAY LINE, 210 FEET; THENCE NORTH 0°00' WEST, 390.0 FEET; THENCE NORTH 89°43'40" EAST, 210 FEET; THENCE SOUTH 0°00' WEST 390 FEET TO THE POINT OF BEGINNING.

Parcel ID Number: 27-1N-31-0900-000-160 which currently has the address of 1132 DOLPHIN ROAD, CANTONMENT, FLORIDA 32533 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.

Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payment in the future, but Lender is not obligated to apply such payment at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds.

Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such Payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows: **22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

BY SIGNING BELOW. Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed sealed and delivered in the presence of:

Charles F. James II
Witness **CHARLES F. JAMES II**

Sharon W. Clopton
Witness **SHARON W. CLOPTON**

Joseph E. Oliver (Seal)
JOSEPH E. OLIVER Borrower
1132 DOLPHIN ROAD, CANTONMENT, FLORIDA 32533

Lisa M. Oliver (Seal)
LISA M. OLIVER Borrower
1132 DOLPHIN ROAD, CANTONMENT, FLORIDA 32533

(Seal)
Borrower

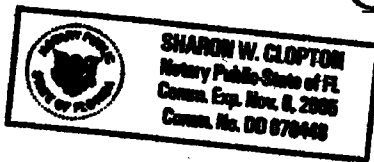
(Seal)
Borrower

STATE OF FLORIDA

COUNTY ESCAMBIA:

The foregoing instrument was acknowledged before me this 7th day of October, 2002, by **JOSEPH E. OLIVER and LISA M. OLIVER**, who () is/are personally known to me or (x) have produced drivers license as identification.

Sharon W. Clopton
Notary Public



RCD Oct 14, 2002 09:07 am
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-016392