

TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Jun 19, 2014 / 140532

This is to certify that the holder listed below of Tax Sale Certificate Number **2012 / 8802.0000**, issued the **1st** day of **June, 2012**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 11-4375-082**

Certificate Holder:

US BANK AS CUST FOR MOONSTONE LIEN INVESTMENTS
LLC
LOCK BOX #005191
PO BOX 645191
CINCINNATI, OHIO 45264

Property Owner:

STRINGER JOHNNY R
1839 HWY 297-A
CANTONMENT, FLORIDA 32533

Legal Description:

BEG AT NE COR OF SEC S 01 DEG 10 MIN 05 SEC E ALG E LINE OF SD SEC 304 11/100 FT S 89 DEG 19 MIN 33 SEC W 6 99/100 FT TO W R/W LINE OF SR 297 (100 FT ...

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:

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2012	8802.0000	06/01/12	\$484.37	\$0.00	\$78.21	\$562.58

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
2014	7470.0000	06/01/14	\$521.13	\$6.25	\$26.06	\$553.44
2013	8169.0000	06/01/13	\$512.46	\$6.25	\$25.62	\$544.33

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
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

\$1,660.35
\$0.00
\$250.00
\$75.00
\$1,985.35
\$1,985.35
\$24,890.00
\$6.25

*Done this 19th day of June, 2014

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By

Glenda W. Johnson

Date of Sale:

March 2, 2015

* 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

6/19/2014

FULL LEGAL DESCRIPTION
Parcel ID Number: 11-4375-082

July 01, 2014
Tax Year: 2011
Certificate Number: 8802.0000

BEG AT NE COR OF SEC S 01 DEG 10 MIN 05 SEC E ALG E LINE OF SD SEC 304 11/100 FT S 89 DEG 19 MIN 33 SEC W 6 99/100 FT TO W R/W LINE OF SR 297 (100 FT R/W) FOR POB S 89 DEG 19 MIN 33 SEC W ALG SAME COURSE 137 54/100 FT S 00 DEG 40 MIN 27 SEC E 96 16/100 FT N 89 DEG 19 MIN 33 SEC E 111 92/100 FT TO PC OF A CURVE HAVING 25 FT RADIUS NWLY ALG ARC OF SD CURVE 39 05/100 FT TO PT OF A CURVE ON W R/W LI SR 297 A N 00 DEG 10 MIN 27 SEC W ALG W R/W LINE 71 38/100 FT TO POB OR 3721 P 828

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**US BANK AS CUST FOR MOONSTONE LIEN
INVESTMENTS LLC
LOCK BOX #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.	Parcel ID Number	Date	Legal Description
8802.0000	11-4375-082	06/01/2012	BEG AT NE COR OF SEC S 01 DEG 10 MIN 05 SEC E ALG E LINE OF SD SEC 304 11/100 FT S 89 DEG 19 MIN 33 SEC W 6 99/100 FT TO W R/W LINE OF SR 297 (100 FT R/W) FOR POB S 89 DEG 19 MIN 33 SEC W ALG SAME COURSE 137 54/100 FT S 00 DEG 40 MIN 27 SEC E 96 16/100 FT N 89 DEG 19 MIN 33 SEC E 111 92/100 FT TO PC OF A CURVE HAVING 25 FT RADIUS NWLY ALG ARC OF SD CURVE 39 05/100 FT TO PT OF A CURVE ON W R/W LI SR 297 A N 00 DEG 10 MIN 27 SEC W ALG W R/W LINE 71 38/100 FT TO POB OR 3721 P 828

2013 TAX ROLL

STRINGER JOHNNY R
1839 HWY 297-A
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.

moonstone (Andrea Manganelli)

Applicant's Signature

06/19/2014

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.: 11750

December 4, 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 12-04-1994, through 12-04-2014, and said search reveals the following:

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

Johnny R. Stringer

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: 

December 4, 2014

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 11750

December 4, 2014

291N311101001008 - Full Legal Description

BEG AT NE COR OF SEC S 01 DEG 10 MIN 05 SEC E ALG E LINE OF SD SEC 304 11/100 FT S 89 DEG 19 MIN 33 SEC W 6 99/100 FT TO W R/W LINE OF SR 297 (100 FT R/W) FOR POB S 89 DEG 19 MIN 33 SEC W ALG SAME COURSE 137 54/100 FT S 00 DEG 40 MIN 27 SEC E 96 16/100 FT N 89 DEG 19 MIN 33 SEC E 111 92/100 FT TO PC OF A CURVE HAVING 25 FT RADIUS NWLY ALG ARC OF SD CURVE 39 05/100 FT TO PT OF A CURVE ON W R/W LI SR 297 A N 00 DEG 10 MIN 27 SEC W ALG W R/W LINE 71 38/100 FT TO POB OR 3721 P 828

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 11750

December 4, 2014

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

1. That certain mortgage executed by Johnny R. Stringer and Kaathy Stringer in favor of Compass Bank dated 08/23/2000 and recorded 09/05/2000 in Official Records Book 4601, page 728 of the public records of Escambia County, Florida, in the original amount of \$43,800.00.
2. Taxes for the year 2011-2013 delinquent. The assessed value is \$50,526.00. Tax ID 11-4375-082.

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: rcsgr@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 3-2-2015

TAX ACCOUNT NO.: 11-4375-082

CERTIFICATE NO.: 2012-8802

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 2014 tax year.

Johnny R. Stringer
1839 Hwy. 297-A
Cantonment, FL 32533

Compass Bank
15 South 20th St.
Birmingham, AL 35233
and
701 South 32nd St.
Birmingham, AL 35233

Certified and delivered to Escambia County Tax Collector,
this 5th day of December, 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.

2660

Prepared By: B F Godwin
5660 Nifflin Av, Pensacola, FL
129 1n 31 1101 001 008-11 4375 082

WARRANTY DEED

OR Bk3721 Pg0828
INSTRUMENT 00187933

STATE OF FLORIDA,
COUNTY OF ESCAMBIA

1839 HWY. 297-A C'TON., FL.

Grantees' Address

D S PD Deed \$266.00
Not \$0.00 ASUM \$0.00
FEBRUARY 10, 1995
Joe A. Flowers, Comptroller
Cert. Reg. 58-2043328-27-01
BY: M W 8 D.C.

KNOW ALL MEN BY THESE PRESENTS:

That I, BARBARA FAY GODWIN, an unmarried woman, for and in consideration of one dollar and other good and valuable considerations, the receipt whereof is hereby acknowledged, does bargain, sell, convey, and grant unto JOHNNY R. STRINGER, A MARRIED MAN, his heirs, executors, administrators, successors and assigns, forever, the following described real property, situate, lying and being in the County of ESCAMBIA, STATE OF FLORIDA To Wit:

COMMENCING AT THE N.E. CORNER OF SECTION 29, T 1N, R 31, W, ESCAMBIA COUNTY, FL. (SAID CORNER BEING REPRESENTED BY A R.R. SPIKE SET IN THE PAVEMENT OF S.R. #186 AN 80' FT. R/W); THENCE SOUTH 01 DEG 10' 05" EAST ALONG THE EAST LINE OF SAID SECTION FOR 304.11'; THENCE SOUTH 89 DEG 19' 33" WEST FOR 6.99' TO THE WEST R/W LINE OF S. R. #297 (100' R/W) AND POINT OF BEGINNING; THENCE CONTINUE SOUTH 89 DEG 19' 33" WEST ALONG THE SAME COURSE 137.54'; THENCE SOUTH 00 DEG 40' 27" EAST FOR 111.92' TO THE P. C. OF A CURVE HAVING A 25' RADIUS; THENCE NORTHWESTERLY ALONG THE ARC OF THE CURVE FOR 39.05' TO THE P.T. OF A CURVE ON THE WEST R/W LINE OF SAID S.R. #297-A; THENCE NORTH 00 DEG 10' 27" WEST ALONG SAID WEST R/W LINE FOR 71.38' TO THE POINT OF BEGINNING.
Grantor reserves all oil, gas & mineral rights that have not previously been reserved.

East
96.16
ft. N.
89 deg
19' 33"

Property Ref. # 29 1N 31 1101 001 008 (11-4375-082)

Conveyance is subject to oil, gas and mineral reservations of record and to easements and restrictions of record, if any.

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

And I covenant that I am well seized of an indefeasable estate in fee simple in the said property, and have a good right to convey the same; that it is free of lien or encumbrance, and that My heirs, executors and administrators, the said grantee, his heirs, executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 7th Day of February, 1995.

Signed, sealed and delivered in the presence of:

Thawanna Savage
Witness: Thawanna Savage

Barbara Fay Godwin
Barbara Fay Godwin

Marvin C. Mobley
Witness: Marvin C. Mobley

State of Florida, County of Escambia
Before me, A Notary for the State of Florida, personally appeared BARBARA FAY GODWIN, Personally known to me to be the individual described by said name, and who executed the foregoing instrument and acknowledged that she executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 7th Day of February, 1995.
An oath was not taken.

Notary Public



MARVIN C. MOBLEY
Notary Public, State of Florida
My Comm. Exp. Aug. 11, 1998
Comm. No. CC 400098

Commission Expires: Aug 11, 1998

Instrument 00187933
Filed and recorded in the
Public Records
FEBRUARY 10, 1995
at 03:39 P.M., 1995
in Book and Page noted
above of person
JOE A. FLOWERS,
COMPTROLLER,
Escambia County,
Florida

60300

THIS INSTRUMENT PREPARED BY

(Name) JAMIE JASPER, An Employee of Compass Bank(Address) 701 South 32nd Street, Birmingham, AL 35233OR BK 4601 PG 0728
Escambia County, Florida
INSTRUMENT 2000-767972REAL ESTATE MORTGAGE
(FLORIDA)NOT REC STAMPS PD 0 ESC CO \$ 132.50
12/25/00 ELMIE LEE HARRIS, CLERKBy: [Signature]INTINGIBLE TAX PD 0 ESC CO \$ 25.00
05/25/00 ELMIE LEE HARRIS, CLERKBy: [Signature]STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

WORDS USED OFTEN IN THIS DOCUMENT

- (A) "Mortgage." This document, which is dated August 23, 2000, will be called the "Mortgage."
 (B) "Borrower." JOHNNY R STRINGER, AND WIFE KATHY STRINGER will sometimes be called "Borrower" and sometimes simply "I" or "me". Borrower's address is 1839 HIGHWAY 297A, CANTONMENT FL 32533.
 (C) "Lender." Compass Bank will be called "Lender." Lender is a corporation or association which was formed and which exists under the laws of the State of Florida or the United States. Lender's address is 15 SOUTH 20TH STREET, BIRMINGHAM AL. 35233.
 (D) "Note." The note signed by Borrower and dated August 23, 2000, will be called the "Note." The Note shows that I owe Lender Forty Three Thousand Eight Hundred and no/100 Dollars, plus interest, which I have promised to pay in payments of principal and interest for 15 years with a final payment due on September 07, 2015. The final payment may be a balloon payment which may be refinanced from time to time. "Note" includes any amendments or modifications to the Note.
 (E) "Property." The property that is described below in the section titled "Description Of The Property" will be called the "Property."

BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY

I hereby mortgage and, where applicable, grant a security interest in the Property to Lender. This means that, by signing this Mortgage, I am encumbering the Property and granting lien rights in the Property to Lender, subject to the terms of this Mortgage. The Lender shall have those rights that the law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that might result if I fail to:

- (A) Pay all amounts that I owe Lender as stated in the Note;
 (B) Pay, with interest, any amounts that Lender spends under this Mortgage to protect the value of the Property or Lender's rights in the Property;
 (C) Pay, with interest, any other amounts that Lender lends to me as Future Advances under Paragraph 8 below;
 (D) Pay any other amounts that I may owe Lender, now or in the future, including any amounts that I become obligated to pay as a result of another loan from Lender or my guaranty of a loan to someone else by Lender (sometimes referred to as "Other Debts"); and
 (E) Keep all of my other promises and agreements under this Mortgage and under the Note.

If I keep the promises and agreements listed in (A) through (E) above, this Mortgage and the transfer of my rights in the Property will become void and will end.

LENDER'S RIGHTS IF BORROWER FAILS TO KEEP PROMISES AND AGREEMENTS

If I fail to keep any of the promises and agreements made in this Mortgage or in the Note, Lender may require that I pay immediately the entire amount remaining unpaid under the Note and under this Mortgage. Lender may do this without making any further demand for payment. This requirement will be called "Immediate Payment in Full."

If I fail to make Immediate Payment in Full, Lender may foreclose this Mortgage in the manner provided by law, have the property sold and use the money received from the sale of the Property to pay the following amounts:

- (1) all expenses of the sale, including advertising and selling costs and attorney's and auctioneer's fees;
 (2) all amounts that I owe Lender under the Note and under this Mortgage; and
 (3) any surplus, that amount remaining after paying (1) and (2), will be paid to the Borrower or as may be required by law.

If the money received from the public sale does not pay all of the expenses and amounts I owe Lender under the Note and this Mortgage, I will promptly pay all amounts remaining due after the sale, plus interest at the rate stated in the Note. The Lender may buy the Property or any part or interest in the Property at the public sale.

DESCRIPTION OF THE PROPERTY

The Property is described in (A) through (J) below:

(A) The property which is located at 1839 HIGHWAY 297A, CANTONMENT, Florida 32533

ADDRESS

This property is in ESCAMBIA County in the State of Florida. It has the following legal description:

SEE EXHIBIT "A"

[If the property is a condominium, the following must be completed:] This property is part of a condominium project known as NA (called the "Condominium Project"). This property includes my unit and all of my rights in the common elements of the Condominium Project;

- (B) All buildings and other improvements that are located on the property described in paragraph (A) of this section;
 (C) All rights in other property that I have as owner of the property described in paragraph (A) of this section. These rights are known as "easements, rights and appurtenances attached to the property;"
 (D) All rents or royalties from the property described in paragraphs (A) and (B) of this section;

- (E) All mineral, oil and gas rights and profits, water rights and water stock that are part of the property described in paragraph (A) of this section;
- (F) All rights that I have in the land which lies in the streets or roads in front of, or next to, the property described in paragraph (A) of this section;
- (G) All fixtures that are now or in the future will be on the property described in paragraphs (A) and (B) of this section, and all replacements of and additions to those fixtures, except for those fixtures, replacements or additions that under the law are "consumer goods" and that I acquire more than twenty (20) days after the date of the Note;
- (H) All of the rights and property described in paragraphs (A) through (F) of this section that I acquire in the future;
- (I) All replacements of or additions to the property described in paragraphs (B) through (F) and paragraph (H) of this section; and
- (J) All judgments, awards and settlements arising because the property described in paragraphs (A) through (I) of this section has been condemned or damaged in whole or in part (including proceeds of insurance); however, any sum received by Lender will be applied to payments which I owe under the Note, in reverse order of maturity.

BORROWER'S RIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

I promise that except for the "exceptions" listed in the description of the Property: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

BORROWER'S OBLIGATION UNDER NOTE SECURED BY MORTGAGE

I owe to Lender the principal amount stated on the first page of this Mortgage, plus interest at the rate stated in the Note. My obligations under the Note are secured by this Mortgage, and the Note, which term includes any modification, renewal, extension or alteration of the Note, is hereby made a part of this Mortgage to the same extent as if the provisions of the Note were set out in full in this Mortgage.

I promise and I agree with Lender as follows:

1. BORROWER'S PROMISE TO PAY PRINCIPAL AND INTEREST UNDER THE NOTE AND TO FULFILL OTHER PAYMENT OBLIGATIONS

I will promptly pay to Lender when due: principal and interest under the Note; late charges and prepayment charges as stated in the Note; principal and interest on Future Advances that I may receive under Paragraph 8 below; any amounts expended by Lender under this Mortgage; and all Other Debts.

2. LENDER'S APPLICATION OF BORROWER'S PAYMENTS

Unless the law requires or Lender chooses otherwise, Lender will apply each of my payments under the Note and under Paragraph 1 above, other than payments on Other Debts, in the following order and for the following purposes:

- (A) First to amounts payable for Escrow Items under Paragraph 5; and
- (B) Next, to pay interest then due under the Note; and
- (C) Next, to late charges, if any; and
- (D) Next, to Lender's costs and expenses, if any; and
- (E) Next, to pay principal then due under the Note.

3. BORROWER'S OBLIGATION TO PAY CHARGES AND ASSESSMENTS AND TO SATISFY CLAIMS AGAINST THE PROPERTY

I will pay all taxes, assessments, and any other charges and fines that may be imposed on the Property and that may be superior to this Mortgage and will make timely payments on any notes or other obligations secured by one or more mortgages superior to this Mortgage. I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property. I will do this by making payments, when they are due, directly to the persons entitled to them. (In this Mortgage, the word "person" means any person, organization, governmental authority, or other party.) Upon request, I will give Lender a receipt which shows that I have made these payments.

Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "lien." I will promptly pay or satisfy all liens against the Property that may be superior to this Mortgage. However, this Mortgage does not require me to satisfy a superior lien if: (A) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves the way in which I agree to pay that obligation; or (B) I, in good faith, argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced and no part of the Property must be given up.

Condominium Assessments

If the Property includes a unit in a Condominium Project, I will promptly pay when they are due all assessments imposed by the owners association or other organization that governs the Condominium Project. That association or organization will be called the "Owners Association."

4. BORROWER'S OBLIGATION TO OBTAIN AND TO KEEP HAZARD INSURANCE ON THE PROPERTY

(A) Generally

I will obtain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies, and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender. Lender may not require me to obtain an amount of coverage that is more than the value of all buildings and other improvements on the Property.

I may choose the insurance company, but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. All of the insurance policies and renewals of those policies must include what is known as a "standard mortgagee clause" to protect Lender. The form of all policies and the form of all renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals.

I will pay the premiums on the insurance policies by paying the insurance company directly when the premium payments are due. If Lender requires, I will promptly give Lender all receipts of paid premiums and all renewal notices that I receive.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company is called "proceeds." The proceeds will be used to reduce the amount that I owe to Lender under the Note and this Mortgage, unless Lender and I have agreed to use the proceeds for repairs, restoration or otherwise.

The Lender has the authority to settle any claim for insurance benefits and to collect the proceeds. Lender then may use the proceeds to reduce the amount that I owe to Lender under the Note and under this Mortgage or to repair or restore the Property as Lender may see fit.

If any proceeds are used to reduce the amount of principal which I owe to Lender under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and this Mortgage. However, Lender and I may agree in writing to those delays or changes.

If Lender acquires the Property by purchase at foreclosure sale, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender will belong to Lender. However, Lender's rights in those proceeds will not be greater than the amount that I owe to Lender under the Note and under this Mortgage.

(B) Agreements that Apply to Condominiums

(i) If the Property includes a unit in a Condominium Project, the Owners Association may maintain a hazard insurance policy which covers the entire Condominium Project. That policy will be called the "master policy." So long as the master policy remains in effect and meets the requirements stated in this Paragraph 4: (a) my obligation to obtain and to keep hazard insurance on the Property is satisfied; and (b) if there is a conflict concerning the use of proceeds between (1) the terms of this Paragraph 4, and (2) the law or the terms of the declaration, by-laws, regulations or other documents creating or governing the Condominium Project, then that law or the terms of those documents will govern the use of proceeds. I will promptly give Lender notice if the master policy is interrupted or terminated. During any time that the master policy is not in effect, the terms of (a) and (b) of this subparagraph 4(B) (i) will not apply.

(ii) If the Property includes a unit in a Condominium Project, it is possible that proceeds will be paid to me instead of being used to repair or to restore the Property. I give Lender my rights to those proceeds. All of the proceeds described in this subparagraph 4(B) (ii) will be paid to Lender and will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage. If any of those proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me. The use of proceeds to reduce the amount that I owe to Lender will not be a prepayment that is subject to the prepayment charge provisions, if any, under the Note.

5. FUNDS FOR TAXES AND INSURANCE

Under paragraphs 3 and 4 of this Mortgage, I am required to pay all taxes, assessments and hazard insurance premiums and upon request of Lender furnish receipts for such payments. As an alternative to the payment of such amounts directly by me, if required by Lender, I agree to pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Mortgage as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; and (e) yearly mortgage insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the Federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If another law applicable to the Funds sets a lesser amount, Lender may collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, as Lender is such an institution) or in any Federal Home Loan Bank. Lender shall use the Funds to pay the Escrow Items. Lender may not charge me for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays me interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require me to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with the Note and this Mortgage, unless applicable law provides otherwise. Unless Lender agrees in writing to pay interest or applicable law requires interest to be paid, Lender shall not be required to pay me any interest or earnings on the Funds. Lender shall give to me an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Mortgage.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to me for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may notify me in writing of the need for additional Funds, and I promise to pay to Lender the amount necessary to make up the deficiency. I also promise to make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to me any Funds held by Lender. If, under the provisions of this Mortgage, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Mortgage.

6. BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL OBLIGATIONS IN LEASE, AND AGREEMENTS ABOUT CONDOMINIUMS

(A) Agreements about Maintaining the Property and Keeping Promises in Lease

I will keep the Property in good repair. I will not destroy or substantially change the Property, and I will not allow the Property to deteriorate. If I do not own but am a tenant on the Property, I will fulfill my obligations under my lease.

(B) Agreements that Apply to Condominiums

If the Property is a unit in a Condominium Project, I will fulfill all of my obligations under the declaration, by-laws, regulations and other documents that create or govern the Condominium Project. Also, I will not divide the Property into smaller parts that may be owned separately (known as "partition or subdivision"). I will not consent to certain actions unless I have first given Lender notice and obtained Lender's consent in writing.

Those actions are:

- (a) The abandonment or termination of the Condominium Project unless the abandonment or termination is required by law;
- (b) Any significant change to the declaration, by-laws or regulations of the Owner's Association, trust agreement, articles of incorporation, or other documents that create or govern the Condominium Project, including, for example, a change in the percentage of ownership rights held by unit owners in the Condominium Project; and
- (c) A decision by the Owners Association to terminate professional management and to begin self-management of the Condominium Project.

7. LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY

If: (A) I do not keep my promises and agreements made in this Mortgage, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, a legal proceeding in bankruptcy, in probate, for condemnation, or to enforce laws and regulations), then Lender may do and pay for whatever is necessary to protect the Property and Lender's rights in the Property. Lender's actions under this Paragraph 7 may include, for example, obtaining insurance on the Property, appearing in court, paying reasonable attorney's fees, and entering on the Property to make repairs.

I will pay to Lender any amounts, with interest, which Lender spends under this Paragraph 7. This Mortgage will protect Lender in case I do not keep this promise to pay those amounts, with interest at the same rate stated in the Note. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and I may agree in writing to terms of payment that are different from those in this paragraph.

Although Lender may take action under this Paragraph 7, Lender does not have to do so.

8. AGREEMENTS ABOUT FUTURE ADVANCES AND REFINANCING

I may ask Lender to make one or more loans to me in addition to the loan that I promise to pay under the Note, or to refinance the amount due under the Note. Lender may, before this Mortgage is discharged, make additional loans to me or refinance the amount due under the Note. The total amount of debt that may be secured by this Mortgage may decrease or increase from time to time, but the total unpaid balance secured by this Mortgage at any one time shall not exceed the original principal amount of the Note, plus interest on that amount and any amounts which Lender spends under Paragraph 7 of this Mortgage, with interest on such amounts. Lender will not make additional loans under this Mortgage more than twenty (20) years from the date of this Mortgage.

9. LENDER'S RIGHTS IF BORROWER TRANSFERS THE PROPERTY

If I sell or transfer all or part of the Property or any rights in the Property, Lender will require immediate Payment in Full.

10. HAZARDOUS SUBSTANCES

I promise not to cause or allow the presence, use, disposal, storage or release of any Hazardous Substances on or in the Property. I will not do, nor allow anyone else to do, anything on the Property that is in violation of any Environmental Law. However, I may use or store on the Property small quantities of Hazardous Substances that are generally recognized to be appropriate for normal residential uses and for maintenance of the Property.

I agree to give Lender prompt written notice of any investigation, claim demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which I have actual knowledge. If I become aware that removal or other remediation of any Hazardous Substance affecting the Property is necessary, I agree to promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 10, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 10, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

11. INSPECTION

Lender or its agent may enter or come onto the Property for the purpose of inspection. Lender shall give me notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

12. CONTINUATION OF BORROWER'S OBLIGATIONS

My obligations under this Mortgage are binding upon me, upon my heirs and my legal representatives in the event of my death, and upon anyone who obtains my rights in the Property.

Lender may allow a person who takes over my rights and obligations to delay or to change the amount of the monthly payments of principal and interest due under the Note or under this Mortgage. Even if Lender does this, that person and I will both still be fully obligated under the Note and under this Mortgage unless Lender specifically releases me in writing from my obligations.

Lender may allow those delays or changes for a person who takes over my rights and obligations, even if I request Lender not to do so. Lender will not be required to bring a lawsuit against such a person for not fulfilling obligations under the Note or under this Mortgage, even if I request Lender to do so.

13. CONTINUATION OF LENDER'S RIGHTS

Even if Lender does not exercise or enforce any right of Lender under the Note, this Mortgage or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will still have the right to demand that I make immediate Payment in Full of the amount that I owe to Lender under the Note and under this Mortgage.

14. LENDER'S ABILITY TO ENFORCE MORE THAN ONE OF LENDER'S RIGHTS; OBLIGATIONS OF BORROWER; AGREEMENTS CONCERNING CAPTIONS

Each of Lender's rights under this Mortgage is separate. Lender may exercise and enforce one or more of these rights, as well as any of Lender's other rights under the law, one at a time or all at once.

If more than one person signs this Mortgage as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Mortgage. Lender may enforce Lender's rights under this Mortgage against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under the Note and under this Mortgage. However, if one of us does not sign the Note, then: (A) that person is signing this Mortgage only to give that person's rights in the Property to Lender under the terms of this Mortgage; and (B) that person is not personally obligated to make payments or to act under the Note or under this Mortgage.

The captions and titles of this Mortgage are for convenience only. They may not be used to interpret or to define the terms of this Mortgage.

15. LAW THAT GOVERNS THIS MORTGAGE

The law that applies in the place that the Property is located will govern this Mortgage. The law of the State of Florida will govern the Note. If any term of this Mortgage or of the Note conflicts with the law, all other terms of this Mortgage and of the Note will still remain in effect if they can be given effect without the conflicting term. This means that any terms of this Mortgage and of the Note which conflict with the law can be separated from the remaining terms, and the remaining terms will still be enforced.

WITNESSES:

Ashley Hardy
Name: Ashley Hardy

Teri D. Muser
Name: TERI D. MUSER

Ashley Hardy
Name: Ashley Hardy

Teri D. Muser
Name: TERI D. MUSER

By signing this Mortgage I agree to all of the above.

Johnny R. Stringer
Print Name: JOHNNY R. STRINGER

Kathy Stringer
Print Name: KATHY STRINGER

ATTEST:

By _____
Print Name: _____
Its: _____

By _____
Print Name: _____
Its: _____

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 23rd day of August 2000
by Johnny R. Stringer and Kathy Stringer
who is/are personally known to me, or who has produced Florida Identification
as identification and who did not take an oath.

(NOTARIAL SEAL) Crystal Kelly
Commission # CE 785823
Expires OCT. 25, 2002
BONDED THRU
ATLANTIC BORROWING CO., INC.

Crystal Kelly
Notary Public
Name: Crystal Kelly
My Commission expires: 10-25-02
Serial No. 785823

OR BK 4601 P80732
Escambia County, Florida
INSTRUMENT 2000-767972

RCD Sep 05, 2000 09:18 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2000-767972

Commencing at the N.E. corner of Section 29, T 1N Range 31 West, Escambia County, Florida. (Said corner being represented by A rail road Spike set in the pavement of S.R. #186 and 80 foot right-of-way); thence South $01^{\circ}10'05''$ East along the East line of said Section for 304.11 feet; thence South $89^{\circ}18'33''$ West for 6.98 feet to the West right-of-way line of S.R. #297 (100 feet right-of-way) and point of beginning; thence continue South $89^{\circ}18'33''$ West along the same course 137.54 feet; thence South $00^{\circ}40'27''$ East 96.16 feet North $89^{\circ}18'33''$ East for 111.92 Feet to the P.C. of a curve having a 25 foot radius; thence North Westerly along the arc of the curve for 39.03 feet to the P.T. of a curve on the West right-of-way line of said S.R. #297-A; thence North $00^{\circ}10'27''$ West along said West right-of-way line for 71.38 feet to the point of beginning.