

Tax Collector's Certification

CTY-513

Tax Deed Application Number
1600437

Date of Tax Deed Application
May 10, 2016

This is to certify that **BLACKWELL EDDIE TTEE/BLACKWELL LIVING TRUST**, holder of **Tax Sale Certificate Number 2014 / 5679**, Issued the 1st Day of June, 2014 and which encumbers the following described property in the county of Escambia, State of Florida, to wit: **10-1399-610**

Cert Holder:
BLACKWELL EDDIE TTEE/BLACKWELL LIVING TRUST
723 OVERBROOK DRIVE
FORT WALTON BEAC, FL 32547

Property Owner:
WEEKS NICOLE D
7500 VELMA DR
PENSACOLA, FL 32526
BEG AT NE COR OF JOS POL GRANT SLY ALG E LI OF SD GRANT
1320 FT 90 DEG RT 1250 FT FOR POB CONT ALG S Full legal
attached.

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, or if the certificate is held by the County, all appropriate fees have been deposited.

Certificates owned by applicant and filed in connection with this application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Interest	Total
2014/5679	10-1399-610	06-01-2014	256.30	84.58	340.88
2015/6099	10-1399-610	06-01-2015	258.99	42.73	301.72

Certificates redeemed by applicant or included (County) in connection with this tax deed application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Tax Collector's Fee	Interest	Total
2013/6021	10-1399-610	06-01-2013	665.08	6.25	84.80	756.13

Amounts Certified by Tax Collector (Lines 1-7):

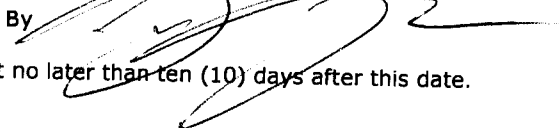
	Total Amount Paid
1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant	1,398.73
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	260.81
4. Ownership and Encumbrance Report Fee	200.00
5. Tax Deed Application Fee	175.00
6. Total Interest Accrued by Tax Collector Pursuant to Section 197.542, F.S.	
7. Total (Lines 1 - 6)	2,034.54

Amounts Certified by Clerk of Court (Lines 8-15):

	Total Amount Paid
8. Clerk of Court Statutory Fee for Processing Tax Deed	
9. Clerk of Court Certified Mail Charge	
10. Clerk of Court Advertising Charge	
11. Clerk of Court Recording Fee for Certificate of Notice	
12. Sheriff's Fee	
13. Interest Computed by Clerk of Court Pursuant to Section 197.542, F.S.	
14. Total (Lines 8 - 13)	
15. One-half Assessed Value of Homestead Property, if Applicable per F.S.	
16. Other Outstanding Certificates and Delinquent Taxes Not Included in this Application,	16,853
17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable) and 16 (if	
18. Redemption Fee	12.50
19. Total Amount to Redeem	

Done this the 6th day of June, 2016 Janet Holley, Tax Collector of Escambia County

Date of Sale: 11-07-2016

By 

*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.
10-1399-610 2014

*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.
10-1399-610 2014

BEG AT NE COR OF JOS POL GRANT SLY ALG E LI OF SD GRANT 1320 FT 90 DEG RT 1250 FT FOR POB CONT ALG SAME LI 70 FT 90
DEG LEFT 167 FT 90 DEG LEFT 70 FT 90 DEG LEFT 167 FT TO POB OR 4638 P 201

FORM 512 NOTICE TO TAX COLLECTOR OF APPLICATION FOR TAX DEED Application Number
1600437

TO: Tax Collector of ESCAMBIA COUNTY: JANET HOLLEY

In accordance with the Florida
Statutes, I,

BLACKWELL EDDIE TTEE/BLACKWELL LIVING TRUST
723 OVERBROOK DRIVE
FORT WALTON BEAC, FL 32547

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

Certificate No.	Date	Legal Description
2014/ 5679	06-01-2014	BEG AT NE COR OF JOS POL GRANT SLY ALG E LI OF SD GRANT 1320 FT 90 DEG RT 1250 FT FOR POB CONT ALG SAME LI 70 FT 90 DEG LEFT 167 FT 90 DEG LEFT 70 FT 90 DEG LEFT 167 FT TO POB OR 4638 P 201

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 all 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.

Electronic signature on file

Applicant's Signature

05-10-2016

Date



Chris Jones Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

Amendment 1/Portability Calculations

[Back](#)

◀ Navigate Mode Account Reference ▶

[Printer Friendly Version](#)

General Information	
Reference:	372S311301014001
Account:	101399610
Owners:	WEEKS NICOLE D
Mail:	7500 VELMA DR PENSACOLA, FL 32526
Situs:	7500 VELMA DR 32526
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector	

Assessments				
Year	Land	Imprv	Total	Cap Val
2015	\$10,901	\$25,929	\$36,830	\$33,706
2014	\$10,901	\$24,394	\$35,295	\$33,439
2013	\$10,901	\$22,044	\$32,945	\$32,945

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
11/2000	4638	201	\$42,000	SC	View Instr
02/1992	3200	889	\$100	QC	View Instr
06/1986	2242	984	\$100	QC	View Instr
01/1986	2310	601	\$27,500	SC	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and
Comptroller

2015 Certified Roll Exemptions	
HOMESTEAD EXEMPTION	

Legal Description	
BEG AT NE COR OF JOS POL GRANT SLY ALG E LI OF SD GRANT 1320 FT 90 DEG RT 1250 FT FOR POB CONT ALG SAME LI...	

Extra Features	
None	

Parcel Information

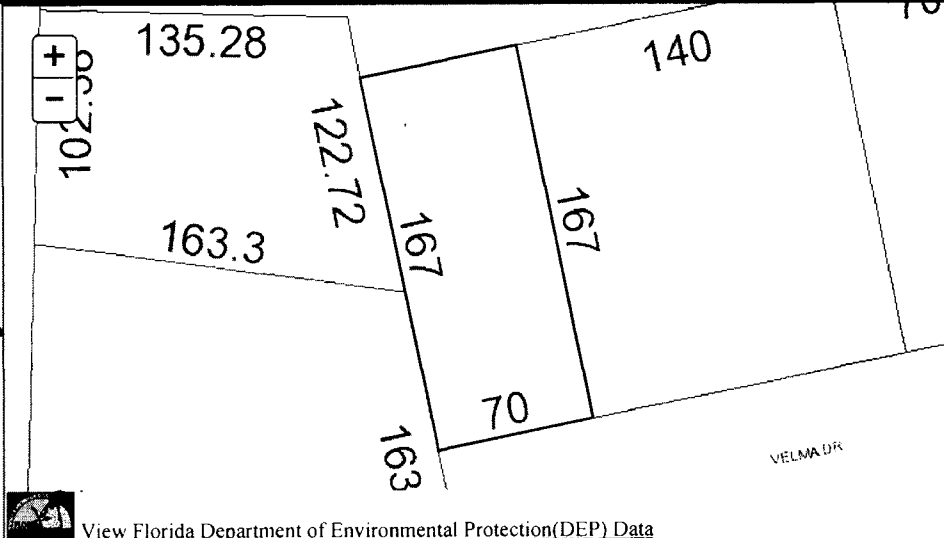
[Launch Interactive Map](#)

Section Map Id:
37-25-31-1

Approx. Acreage:
0.2700

Zoned:
HDMU

Evacuation & Flood Information
[Open Report](#)



[View Florida Department of Environmental Protection\(DEP\) Data](#)

Buildings

Address: 7500 VELMA DR, Year Built: 1950, Effective Year: 1950

Structural Elements
DECOR/MILLWORK-BELOW AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-ALUMINUM SIDING
FLOOR COVER-PINE/SOFTWOOD
FOUNDATION-WOOD/NO SUB FLR
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER

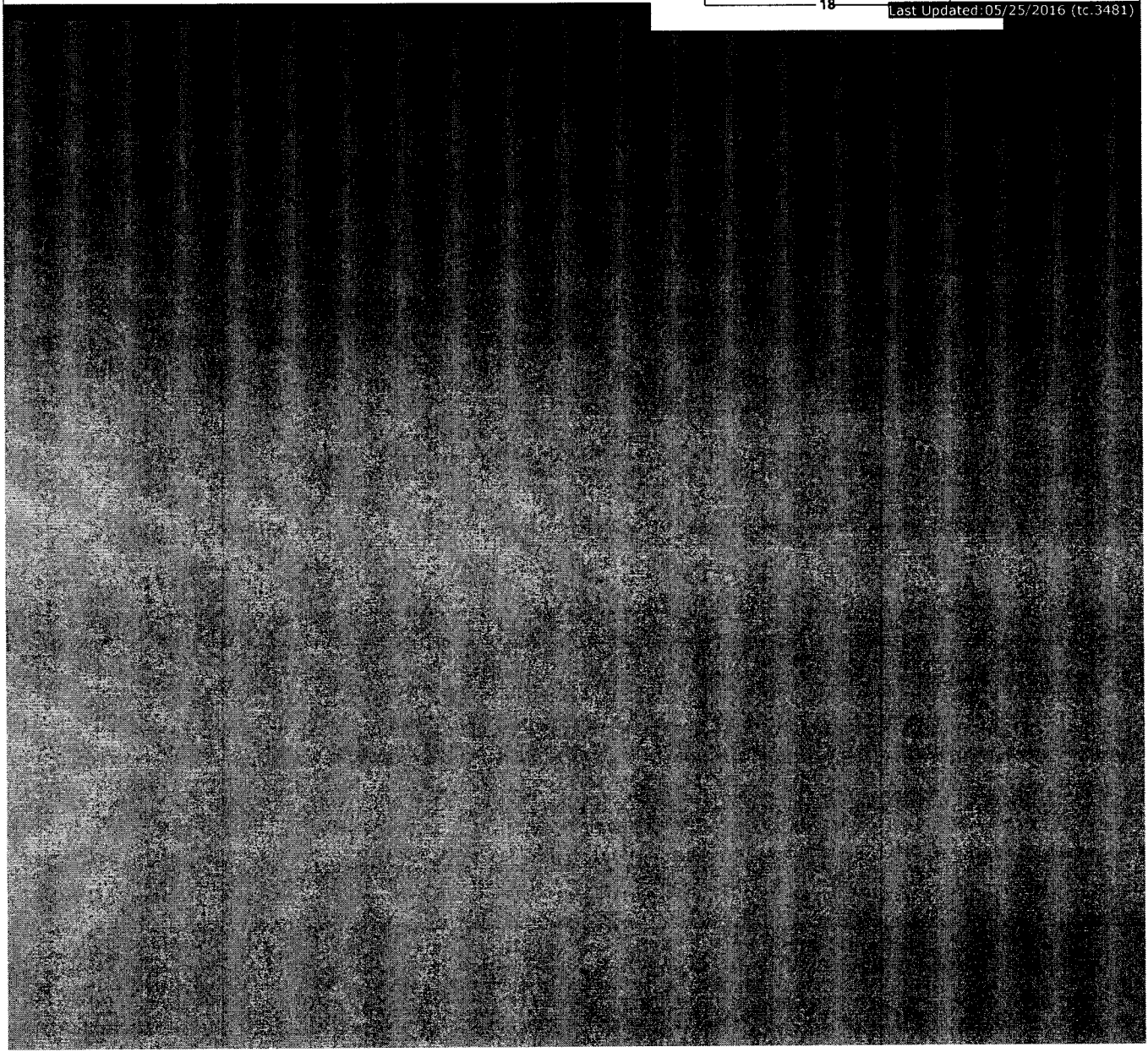
NO. PLUMBING FIXTURES-3
NO. STORIES-1
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-GABLE
STORY HEIGHT-0
STRUCTURAL FRAME-WOOD FRAME

<input type="checkbox"/> Areas - 1110 Total SF BASE AREA - 984 OPEN PORCH FIN - 126	41	BAS	41
---	----	-----	----

Images

None 3 18 3

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.



PAM CHILDERS
 CLERK OF THE CIRCUIT COURT
 ARCHIVES AND RECORDS
 CHILDSUPPORT
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 COUNTY CIVIL
 COUNTY CRIMINAL
 DOMESTIC RELATIONS
 FAMILY LAW
 JURY ASSEMBLY
 JUVENILE
 MENTAL HEALTH
 MIS
 OPERATIONAL SERVICES
 PROBATE
 TRAFFIC



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

CLERK TO THE BOARD OF
 COUNTY COMMISSIONERS
 OFFICIAL RECORDS
 COUNTY TREASURY
 AUDITOR

COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

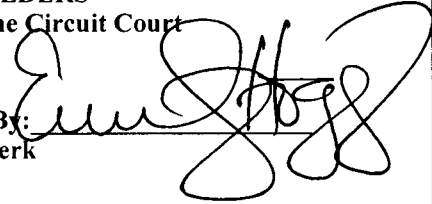
PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 101399610 Certificate Number: 005679 of 2014

Payor: ESTATE OF BRENDA G HERRING 2704 GRAINGER AVE PENSACOLA FL 32507 Date
 06/28/2016

Clerk's Check #	5502229686	Clerk's Total	\$490.50
Tax Collector Check #	1	Tax Collector's Total	\$2,730.15
		Postage	\$60.00
		Researcher Copies	\$0.00
		Total Received	\$2,780.65

~~\$2,780.65~~
\$2258.06

PAM CHILDERS
 Clerk of the Circuit Court

Received By: 
 Deputy Clerk

PAM CHILDERS
 CLERK OF THE CIRCUIT COURT
 ARCHIVES AND RECORDS
 CHILDSUPPORT
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 COUNTY CIVIL
 COUNTY CRIMINAL
 DOMESTIC RELATIONS
 FAMILY LAW
 JURY ASSEMBLY
 JUVENILE
 MENTAL HEALTH
 MIS
 OPERATIONAL SERVICES
 PROBATE
 TRAFFIC



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

CLERK TO THE BOARD OF
 COUNTY COMMISSIONERS
 OFFICIAL RECORDS
 COUNTY TREASURY
 AUDITOR

COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

Case # 2014 TD 005679
Redeemed Date 06/28/2016

Name ESTATE OF BRENDA G HERRING 2704 GRAINGER AVE PENSACOLA FL 32507

Clerk's Total = TAXDEED	\$490.50	
Due Tax Collector = TAXDEED	\$2,230.15	2208.06
Postage = TD2	\$60.00	
ResearcherCopies = TD6	\$0.00	

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
------	--------	------	-------------	------------	------------

FINANCIAL SUMMARY

No Information Available - See Dockets



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 101399610 Certificate Number: 005679 of 2014

Redemption Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="11/07/2016"/>	Redemption Date <input type="text" value="06/28/2016"/>
Months	6	1
Tax Collector	<input type="text" value="\$2,034.54"/>	<input type="text" value="\$2,034.54"/>
Tax Collector Interest	\$183.11	\$30.52
Tax Collector Fee	<input type="text" value="\$12.50"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$2,230.15	<input type="text" value="\$2,071.31"/> <i>JK</i>
Clerk Fee	<input type="text" value="\$130.00"/>	<input type="text" value="\$130.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$200.00"/>	<input type="text" value="\$200.00"/>
App. Fee Interest	\$40.50	\$6.75
Total Clerk	\$490.50	<input type="text" value="\$456.75"/> <i>CH</i>
Postage	<input type="text" value="\$60.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$40.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$2,820.65	\$2,528.06
	Repayment Overpayment Refund Amount	\$292.59

Notes



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

July 1, 2016

EDDIE BLACKWELL TRUSTEE/BLACKWELL LIVING TRUST
723 OVERBROOK DR
FORT WALTON BEACH FL 32547

Dear Certificate Holder:

The records of this office show that an application for a tax deed had been made on the property represented by the numbered certificate listed below. The property redeemed prior to sale; therefore your application fees are now refundable.

TAX CERT	APP FEES	INTEREST	TOTAL
2014 TD 005679	\$450.00	\$6.75	\$456.75
2014 TD 003291	\$450.00	\$6.75	\$456.75

TOTAL \$913.50

Very truly yours,

PAM CHILDERS
Clerk of Circuit Court

By:

Emily Hogg
Tax Deed Division

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B
Pensacola, Florida 32503
Telephone: 850-478-8121
Facsimile: 850-476-1437

Redeemed

16-415

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 13035

August 24, 2016

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 08-24-1996, through 08-24-2016, and said search reveals the following:

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

Nicole D. Weeks, contractual interest

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:  _____

August 24, 2016

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 13035

August 24, 2016

372S311301014001 - Full Legal Description

BEG AT NE COR OF JOS POL GRANT SLY ALG E LI OF SD GRANT 1320 FT 90 DEG RT 1250 FT FOR POB CONT
ALG SAME LI 70 FT 90 DEG LEFT 167 FT 90 DEG LEFT 70 FT 90 DEG LEFT 167 FT TO POB OR 4638 P 201

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 13035

August 24, 2016

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

1. Contract for Deed executed by Nicole D. Weeks, contractual interest in favor of Tracy V. Herring and Brenda G. Herring (deceased) dated 11/16/2000 and recorded 12/14/2000 in Official Records Book 4638, page 201 of the public records of Escambia County, Florida, in the original amount of \$42,000.00.
2. Taxes for the year 2013-2015 delinquent. The assessed value is \$38,320.00. Tax ID 10-1399-610.

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: 11-7-2016

TAX ACCOUNT NO.: 10-1399-610

CERTIFICATE NO.: 2019-5679

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

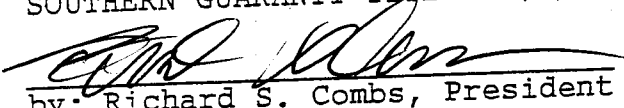
- Notify City of Pensacola, P.O. Box 12910, 32521
 Notify Escambia County, 190 Governmental Center, 32502
 Homestead for 2015 tax year.

Nicole D. Weeks
7500 Velma Dr.
Pensacola, FL 32526

Beneficiaries and Heirs of the
Estates of Tracy V. Herring and
Brenda G. Herring
c/o Tracy M. Herring
2706 Grainger Ave.
Pensacola, FL 32507

Certified and delivered to Escambia County Tax Collector,
this 24th day of August, 2016.

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.

2460
4280
4280

Prepared by TRACY V. HERRING
2706 GRAINGER AVE
PENSACOLA, FL 32507

CONTRACT FOR DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

OR BK 4638 P80201
Escambia County, Florida
INSTRUMENT 2000-796173
INTANGIBLE TAX PD @ ESC CO \$ 70.00
12/14/00 ERNIE LEE NABHA, CLERK
By: *[Signature]*

THIS INDENTURE, Entered into this 16th day of November 2000, between Tracy V. Herring and Brenda G. Herring, party of the first part (whether one or more, and Nicole D. Weeks party of the second part, WITNESSETH:

The said party of the first part agrees to sell to the said party of the second part the following described real property situate, lying and being in Escambia County, Florida to-wit: Commencing at the Northeast corner to the Joseph Pol Grant Section 37, T2S, R31W, Escambia County, Florida, Thence Southerly along the East line of said Grant for 1320 feet; thence 90 degrees right for 1250 feet to a Point of Beginning; thence continue along same line for 70 feet; thence 90 degrees left for 167 feet; thence 90 degrees left for 70 feet, thence 90 degrees left for 167 feet to the Point of Beginning. for the purchase price and upon the terms and conditions as follows:

1. The purchase price of the property to be paid by the party of the second part to the party of the first part pursuant to this Contract for Deed is the sum of \$42,000.00 Forty-two Thousand Dollars, which purchase price shall be as follows:

(a) On or before November 16, 2000, the party of the second part shall pay the party of the first part the cash sum of \$3,000.00 Three Thousand Dollars, without interest, which sum is evidenced by a promissory note of even date herewith and secured by this Contract for Deed.

(b) The remaining purchase price, to-wit: \$39,000.00 Thirty Nine Thousand Dollars, is evidenced by a promissory note of even date herewith and secured by this Contract for Deed. The said \$39,000.00 shall be paid, together with interest at Eight and 1/2 (8 1/2%) per annum, in 360 consecutive monthly principle and interest installments of Two Hundred Ninety-Nine and 88/100 dollars (\$ 299.88) each, commencing on 1 December 2000 and continuing on the first day of each month thereafter, and the final installment, if not sooner paid, shall be due and payable on the 1 December, 2031. In addition, the party of the second part shall pay the party of the first part, on a monthly basis, insurance and taxes, which money shall be escrowed as hereinafter provided. The exact escrow payment for taxes and insurance will be one-twelfth of the actual insurance premium and one-twelfth of the estimated real property taxes, respectively. It is understood and agreed that the payment for the taxes and insurance may be adjusted annually as insurance and taxes may vary from year to year. Each monthly payment is due and payable on the first of each month. Any payment received after the 6th of the month will have a late charge as follows: If the payment is not made until the 5th, a \$25.00 late charge will be due. For each additional day after the 6th, there will be an additional \$5.00 per day late charge.

2. The monthly payments due under this Contract shall consist of principal and interest as stated above, together with one-twelfth of the estimated real property taxes and one-twelfth of the hazard insurance premiums, as those items may exist from time to time. The monthly payments (as they may be changed from time to time due to changes occurring in estimated taxes and hazard insurance premiums) shall be paid by the party of the second part to the party of the first part at the residence of the party of the first part or at such other place as the party of the first part shall designate in writing.

WTS DOC STAMPS PD @ ESC CO \$ 135.50
12/14/00 ERNIE LEE NABHA, CLERK
By: *[Signature]*

DEED DOC STAMPS PD @ ESC CO \$ 294.00
12/14/00 ERNIE LEE NABHA, CLERK
By: *[Signature]*

3. The party of the second part shall maintain homeowners or hazard insurance at all times on said premises in such amount and with such coverage as shall be required by the party of the first part, and the party of the second part shall be responsible for the payment of the premiums charged for such insurance. The party of the second part shall be listed as an additional insured on the policy. The premium shall be escrowed as hereinabove provided, and failure to pay such premium or to pay such premium into escrow shall constitute a default under the terms of this Contract. In addition to insuring the structure against fire and other damage or destruction which may occur to the premises, said policy of insurance shall also contain a provision which shall insure both the party of the first part and the party of the second party from liability for damages resulting from personal injury to persons upon the premises, and the party of the second part, by the execution hereof, agrees to hold harmless and indemnify the party of the first part for and from any and all such liability and damages. Further, the party of the second part agrees that neither they nor any third persons shall do or allow to be done anything which would be contrary to the provisions of any policy of insurance required herein. The party of the second part shall provide the party of the first part with evidence that the required insurance is in full force and effect by delivering copies of such policy or policies to the party of the first part at the same address at which payments due under this Contract are to be made. In the event that the party of the second part should fail to pay any such insurance premium, the party of the first part may, at their option, do so without waiving any of the rights which they may have under this Contract, and any sums thereby expended shall be secured by this Contract, added to the remaining unpaid principal balance due, and shall accrue interest at the maximum rate of interest allowed by law.

4. The party of the second part agrees to pay their pro-rata portion of real property taxes for 2000, and all real property taxes for subsequent years. The party of the first part shall have the right to require that such taxes be paid into an escrow account as hereinabove provided. Failure to pay such taxes or to pay such taxes into the required escrow account shall constitute a default under this Contract. In the event that the party of the second part should fail to pay any such taxes, the party of the first part may, at its option, do so without waiving any other rights which it may have under this Contract, and any sums thereby expended shall be secured by this Contract, added to the remaining unpaid principal balance due and shall accrue interest at the maximum rate of interest allowed by law.

5. It is understood by the party of the second part that there is an existing first mortgage on the property in favor of Tracy V. Herring and Brenda G. Herring, and now serviced by HomeSide Lending, Inc., in the approximate amount of \$13,525.00. It is further understood by the party of the second part that there is an existing second mortgage on the property in favor of none in the approximate amount of \$ none. The party of the first part hereby agrees to comply at all times with the covenants and conditions of the mortgages which presently encumber the property, as hereinabove described. The party of the first part further agrees that if it should become necessary for the party of the second part to make any payments whatsoever to either the first or second mortgagee in order to protect the party of the second part's interest from foreclosure, then and in that event, any payments so made shall be credited towards the sum due by the party of the second part to the party of the first part under this Contract.

6. It is understood and agreed that time shall be of the essence of this Contract. If the party of the second part shall at any time be in default in making payments as herein provided, or in performing any of the conditions or requirements under this Contract, and if such default and non-performance shall continue for a period of ten days after written notification thereof, or such longer period of time as may be provided for in the promissory notes secured by this Contract, the party of the first part may accelerate the entire unpaid balance, which shall then become due and payable and this Contract immediately forecloseable. The failure of the party of the first part to exercise said option shall not be deemed a waiver of any future breaches of the party of the second part.

7. In the event of default by either party in conforming to the covenants and agreements of this Contract and the promissory notes executed of even date herewith, the defaulting party agrees to pay a reasonable attorneys' fees, together with any costs which may be incurred as a result of such breach or nonconformance.

8. In the event of default by the party of the second part in accordance with the foregoing provision of this Contract, then, and in that event, the party of the second part shall forfeit all rights whatsoever under this Indenture, and any and all payments made on account of said property shall be considered and treated as reasonable rental of same up to the date of said default or nonpayment, and the said party of the second part shall become, as to the said property hereinabove described, the tenant at will of the said party of the first part, and will vacate the same and deliver up possession thereof to the said party of the first part upon three days' notice in writing.

9. The party of the first part, upon payment of all of the said notes according to their tenor and effect, and upon the due and faithful performance of the agreements and covenants herein agreed to be done or performed by the party of the second part, shall execute and deliver to the said party of the second part a good and sufficient deed of conveyance to said property, shall be subject to the lien of unpaid taxes for any year subsequent to 2000, restrictions and easements of record, and any encumbrances created by the party of the second party.

10. Neither this Contract for Deed nor any interest in the property may be sold, transferred or assigned by the party of the second part without the express written consent of the party of the first part. Consent will not be given unless the party of the first part approves the credit of the purchaser. If all or any part of the property or any interest in it is sold or transferred without the prior written consent of the party of the first part, then the party of the first part, may, at his option, require immediate payment in full of all sums secured by this Contract for Deed, and if not paid within 30 days, this Contract shall become immediately forecloseable.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 17th of November, 2000.

Signed, sealed and delivered in the presence of:

[Signature]

[Signature]

As to the part of the First Part

Tracy V. Herring
[Signature]
Party of the First Part
Brenda G. Herring

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

[Signature]
Nicole D. Weeks

As to the party of the Second Part

Party of the Second Part

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of November, 2000 by Tracy V Herring and Brenda Herring FL DL# H652 067478210

[Signature]
Notary Public, State of Florida
At Large
My Commission Expires: 6/19/2001

STATE OF FLORIDA
COUNTY OF ESCAMBIA



Phyllis J. South
MY COMMISSION # CC824037 EXPIRES
June 19, 2001
BONDED TRUW TROY FARM INSURANCE, INC.

The foregoing instrument was acknowledged before me this 17th day of November, 2000 by Nichole Darlene Weeks FL DL# W200624727276

[Signature]
Notary Public, State of Florida
At Large
My Commission Expires: 6/19/2001



Phyllis J. South
MY COMMISSION # CC824037 EXPIRES
June 19, 2001
BONDED TRUW TROY FARM INSURANCE, INC.