

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 1700295

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

PFS FINANCIAL 1, LLC U.S. BANK, CUSTODIAN/PFS FINAN
US BANK AS CUST FOR PFS FINANCIAL 1 LLC
50 SOUTH 16TH ST, STE 2050
PHILADELPHIA, PA 19102,

hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
06-3593-000	2015/3641	06-01-2015	LTS 7 & 8 AND W 1/2 OF LT 9 BLK 3 WEST HIGHLANDS PB 1 P 74 OR 6917 P 1513 CA 147

I agree to:

- pay any current taxes, if due and
- redeem all outstanding tax certificates plus interest not in my possession, and
- pay all delinquent and omitted taxes, plus interest covering the property.
- 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 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
PFS FINANCIAL 1, LLC U.S. BANK, CUSTODIAN/PFS
FINAN
US BANK AS CUST FOR PFS FINANCIAL 1 LLC
50 SOUTH 16TH ST, STE 2050
PHILADELPHIA, PA 19102

04-27-2017
Application Date

Applicant's signature

17-504

Tax Collector's Certification

CTY-513

Tax Deed Application Number

1700295

Date of Tax Deed Application

Apr 27, 2017

This is to certify that **PFS FINANCIAL 1, LLC U.S. BANK, CUSTODIAN/PFS FINAN**
US BANK AS CUST FOR PFS FINANCIAL 1 LLC, holder of **Tax Sale Certificate Number 2015 / 3641**, Issued the 1st Day of
 June, 2015 and which encumbers the following described property in the county of Escambia County, State of Florida, to wit: **06-**
3593-000

Cert Holder:

PFS FINANCIAL 1, LLC U.S. BANK, CUSTODIAN/PFS FINAN
US BANK AS CUST FOR PFS FINANCIAL 1 LLC
50 SOUTH 16TH ST, STE 2050 PHILADELPHIA, PA 19102

Property Owner:

CASTLEBERRY BRYAN L
16859 FRANCES WEST LN
DUMFRIES, VA 22026-2108
 LTS 7 & 8 AND W 1/2 OF LT 9 BLK 3 WEST HIGHLANDS PB 1 P 74
 OR 6917 P 1513 CA 147

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
2015/3641	06-3593-000	06/01/2015	1,518.62	75.93	1,594.55

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
2016/3323	06-3593-000	06/01/2016	1,587.34	6.25	79.37	1,672.96
2014/3432	06-3593-000	06/01/2014	1,443.11	6.25	72.16	1,521.52

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
2. Total of Delinquent Taxes Paid by Tax Deed Applicant
3. Total of Current Taxes Paid by Tax Deed Applicant
4. Ownership and Encumbrance Report Fee
5. Tax Deed Application Fee
6. Total Interest Accrued by Tax Collector Pursuant to Section 197.542, F.S.
7. Total (Lines 1 - 6)

4,789.03

0.00

1517.42

200.00

175.00

6,681.45

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,
17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable) and 16 (if
18. Redemption Fee
19. Total Amount to Redeem

6.25

Done this the 4th day of May, 2017 Scott Lunsford, Tax Collector of Escambia County

Date of Sale: October 2, 2017

By *Candice Lewis*

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

06-3593-000 2015



Chris Jones

Escambia County Property Appraiser

Real Estate
Search

Tangible Property
Search

Sale
List

Amendment 1/Portability
Calculations

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← Navigate Mode ☒ Account ☐ Reference
→

[Printer Friendly Version](#)

General Information	
Reference:	332S301300007003
Account:	063593000
Owners:	CASTLEBERRY BRYAN L
Mail:	16859 FRANCES WEST LN DUMFRIES, VA 22026-2108
Situs:	3710 W BRAINERD ST 32505
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector	

Assessments				
Year	Land	Imprv	Total	Cap Val
2016	\$15,600	\$76,891	\$92,491	\$92,491
2015	\$15,600	\$73,782	\$89,382	\$89,382
2014	\$15,600	\$70,089	\$85,689	\$85,689
Disclaimer				

[Amendment 1/Portability Calculations](#)

★ [File for New Homestead Exemption Online](#)

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
09/18/2012	6917	1513	\$55,000	WD	View Instr
03/12/2012	6832	418	\$100	CT	View Instr
07/01/2008	6357	1781	\$38,000	WD	View Instr
07/01/2008	6357	1779	\$100	QC	View Instr
02/01/2008	6293	1126	\$100	CT	View Instr
04/2006	5897	647	\$94,500	WD	View Instr
01/2006	5835	764	\$52,000	WD	View Instr
12/2005	5816	1657	\$100	CT	View Instr
10/2001	4786	646	\$48,000	WD	View Instr
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller					

2016 Certified Roll Exemptions
None

Legal Description
LTS 7 & 8 AND W 1/2 OF LT 9 BLK 3 WEST HIGHLANDS PB 1 P 74 OR 6917 P 1513 CA 147

Extra Features
None

Parcel Information

Section Map Id:
CA147

Approx. Acreage:
0.5014

Zoned:
MDR

Evacuation & Flood Information
[Open Report](#)

[Launch Interactive Map](#)

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

Buildings

Address: 3710 W BRAINERD ST, Year Built: 1938, Effective Year: 1965

Structural Elements

DECOR/MILLWORK-AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-VINYL SIDING
FLOOR COVER-CARPET
FOUNDATION-WOOD/SUB FLOOR
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-5
NO. STORIES-1
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-GABLE
STORY HEIGHT-0
STRUCTURAL FRAME-WOOD FRAME



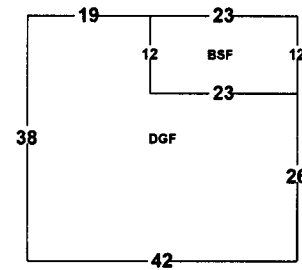
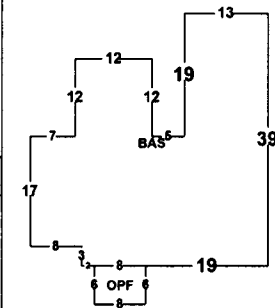
Areas - 3027 Total SF

BASE AREA - 1107

BASE SEMI FIN - 276

DET GARAGE FIN - 1596

OPEN PORCH FIN - 48



Images



5/15/17

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.

Last Updated: 05/16/2017 (tc.4167)



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 063593000 Certificate Number: 003641 of 2015

Redemption ☐ Yes ☒ No
 Application Date
 Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="10/02/2017"/>	Redemption Date <input type="text" value="06/30/2017"/>
Months	6	2
Tax Collector	<input type="text" value="\$6,681.45"/>	<input type="text" value="\$6,681.45"/>
Tax Collector Interest	\$601.33	\$200.44
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$7,289.03	<input type="text" value="\$6,888.14"/> TC
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	\$13.50
Total Clerk	\$490.50	<input type="text" value="\$463.50"/> CH
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	\$7,879.53	\$7,351.64
	Repayment Overpayment Refund Amount	\$527.89

Notes

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



**COUNTY OF ESCAMBIA
 OFFICE OF THE
 CLERK OF THE CIRCUIT COURT**

**BRANCH OFFICES
 ARCHIVES AND RECORDS
 JUVENILE DIVISION
 CENTURY**

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

Case # 2015 TD 003641

Redeemed Date 06/30/2017

Name BRYAN AND ERICA CASTLEBERRY 16859 FRANCES WEST LN DUMFRIES, VA 22026-2108

Clerk's Total = TAXDEED	\$490.50
Due Tax Collector = TAXDEED	\$7,289.03
Postage = TD2	\$60.00
ResearcherCopies = TD6	\$40.00

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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FINANCIAL SUMMARY

No Information Available - See Dockets

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



**COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT**

**BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY**

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


**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 063593000 Certificate Number: 003641 of 2015**

Payor: BRYAN AND ERICA CASTLEBERRY 16859 FRANCES WEST LN DUMFRIES, VA 22026-2108 Date 06/30/2017

Clerk's Check #	1	Clerk's Total	\$490.50
Tax Collector Check #	1	Tax Collector's Total	\$7,289.03
		Postage	\$60.00
		Researcher Copies	\$40.00
		Total Received	\$7,879.53

\$7031.64

PAM CHILDERS
Clerk of the Circuit Court

Received By: 
Deputy Clerk

**Escambia County Government Complex • 221 Palafox Place Ste 110 • PENSACOLA, FLORIDA 32502
(850) 595-3793 • FAX (850) 595-4827 • <http://www.clerk.co.escambia.fl.us>**



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 10, 2017

PFL FINANCIAL 1 LLC US BANK
50 SOUTH 16TH ST STE 2050
PHILADELPHIA PA 19102

Dear Certificate Holder:

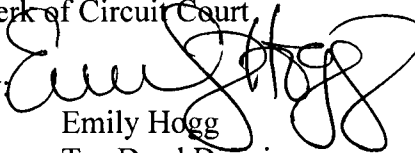
The records of this office show that an application for a tax deed had been made on the property represented by the numbered certificate listed below. The property redeemed prior to sale; therefore your application fees are now refundable.

TAX CERT	APP FEES	INTEREST	TOTAL
2015 TD 006820	\$450.00	\$13.50	\$463.50
2015 TD 003641	\$450.00	\$13.50	\$463.50

TOTAL \$927.00

Very truly yours,

PAM CHILDERS
Clerk of Circuit Court

By: 
Emily Hogg
Tax Deed Division

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 13730

July 6, 2017

**Lots 7, 8 and the West 1/2 of Lot 9, Block 3, West Highlands, as per plat thereof, recorded in Plat Book 1,
Page 74, of the Public Records of Escambia County, Florida**

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 13730

July 6, 2017

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

1. That certain mortgage executed by Bryan L. Castleberry in favor of Beach Community Bank dated 09/18/2012 and recorded 10/09/2012 in Official Records Book 6917, page 1515 of the public records of Escambia County, Florida, in the original amount of \$53,510.00. Assignment of Rents and Leases recorded in O.R. Book 6917, page 1523.
2. Taxes for the year 2014-2016 delinquent. The assessed value is \$92,491.00. Tax ID 06-3593-000.

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

Scott Lunsford
Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32591

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 10-2-2017

TAX ACCOUNT NO.: 06-3593-000

CERTIFICATE NO.: 2015-3641

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 tax year.


Bryan L. Castleberry
16859 Frances West Lane
Dumfries, VA 22026

Unknown Tenants
3710 W. Brainerd St.
Pensacola, FL 32505

Beach Community Bank
P.O. Box 4400
Ft. Walton Beach, FL 32549

Certified and delivered to Escambia County Tax Collector,
this 7th day of July, 2017.

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.

Prepared by

Bryan J. Kiefer, P.A.
495 Grand Blvd., Suite 206
Miramar Beach, FL 32550
(850) 542-0800

File No.: 12-0062

SPECIAL WARRANTY DEED

State of Florida
County of Escambia

THIS SPECIAL WARRANTY DEED is made 9/18/2012, between

Beach Community Bank

having a business address at: **33 West Garden St., Pensacola, FL 32502**
("Grantor"). and

Bryan L. Castleberry

having a mailing address of: **13621 Bentley Circle, Woodbridge, VA 22192**
("Grantee"),

WITNESSETH, that the said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold, remised, released, conveyed and confirmed unto said "Grantee", it's successors and assigns forever, following described land, situate, lying and being in the County of Escambia, State of Florida, to-wit:

Lots 7, 8 and the West 1/2 of Lot 9, Block 3, of WEST HIGHLANDS, according to the Plat thereof as recorded in Plat Book 1, Page(s) 74, of the Public Records of Escambia County, Florida

Tax Parcel Identification Number: **332S30-1300-007-003**

SUBJECT, however, to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions or requirements imposed by governmental authorities, if any.

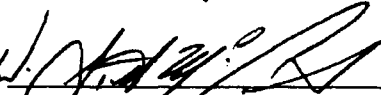
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2011. That it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

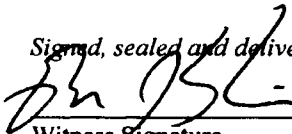
IN WITNESS WHEREOF, Grantor has signed and sealed these presents on the date first above written.

Beach Community Bank




W. Scott McCormick
Senior Vice President

Signed, sealed and delivered in our presence:



Witness Signature

Print Name: Bryan J. Kiefer

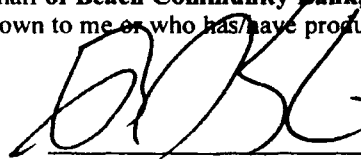
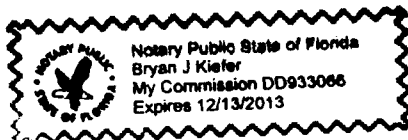


Witness Signature

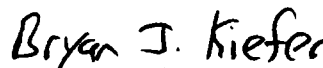
Print Name: Robert W. Rux

State of **Florida**
County of **Escambia**

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on **9/18/2012**, by **W. Scott McCormick**, as **Senior Vice President**, on behalf of **Beach Community Bank**, existing under the laws of the State of Florida, who is/are personally known to me or who has/have produced a valid drivers license as identification.



NOTARY PUBLIC



Printed Name of Notary

My Commission Expires: _____

This document was prepared by Beach Community Bank
P.O. Box 4400 Ft. Walton Beach, FL 32549

State of Florida's Documentary Stamp Tax required by law in
the amount of \$ 187.60 has been paid to the Clerk of
the Circuit Court (or the County Comptroller, if applicable) for
the County of Escambia, State of Florida.

☒ IF CHECKED, THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL
BALANCE DUE UPON MATURITY IS APPROXIMATELY \$ 48,528.44, TOGETHER WITH ACCRUED
INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS
MORTGAGE.
☐ IF CHECKED, THIS BALLOON MORTGAGE SECURES A VARIABLE RATE OBLIGATION AND THE BALANCE DUE
ASSUMES THAT THE INITIAL RATE OF INTEREST APPLIES FOR THE ENTIRE TERM OF THE MORTGAGE. THE
ACTUAL BALANCE DUE UPON MATURITY MAY VARY DEPENDING ON CHANGES IN THE RATE OF INTEREST.

State of Florida

Space Above This Line For Recording Data

REAL ESTATE MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage is 09-18-2012. The parties and their addresses are:
MORTGAGOR:

Bryan L. Castleberry, a single man
13621 Bentley Circle
Woodbridge, VA 22192

- ☐ Refer to the Addendum which is attached and incorporated herein for additional Mortgagors.

LENDER: Beach Community Bank
Organized and existing under the laws of the state of Florida
P.O. Box 4400
Ft. Walton Beach, FL 32549

2. **MORTGAGE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure
the Secured Debt (hereafter defined), Mortgagor grants, bargains, conveys and mortgages to Lender the following
described property:

Lots 7, 8, and the West 1/2 of Lot 9, Block 3, of WEST HIGHLANDS, according to the Plat thereof as recorded in Plat Book 1, Page(s) 74, of the Public Records of
Escambia County, Florida.

The property is located in Escambia at 3710 W. Brainerd Street
(County)
Pensacola, Florida 32505
(Address) (City) (Zip Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, crops, timber, all
diversion payments or third party payments made to crop producers, and all existing and future improvements,
structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described
above (all referred to as "Property"). The term Property also includes, but is not limited to, any and all water wells,
water, ditches, reservoirs, reservoir sites and dams located on the real estate and all riparian and water rights associated
with the Property, however established.

FLORIDA - AGRICULTURAL/COMMERCIAL REAL ESTATE SECURITY INSTRUMENT (NOT FOR FNMA, FHLMC, FHA OR VA USE, AND NOT FOR CONSUMER PURPOSES)

(page 1 of 8)

BLL

3. SECURED DEBT DEFINED. The term "Secured Debt" includes, but is not limited to, the following:

- A. The initial indebtedness secured by this Mortgage is the debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all extensions, renewals, modifications or substitutions *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.):*

Promissory Note of even date i/n/o Bryan L. Castleberry i/s/o \$53,510.10.

- B. All future advances made within 20 years from the date of this Mortgage from Lender to Mortgagor or other future obligations of Mortgagor to Lender pursuant to Section 4 of this Mortgage under any promissory note, contract, guaranty, or other evidence of debt existing now or executed after this Mortgage whether or not this Mortgage is specifically referred to in the evidence of debt.
- C. All obligations Mortgagor owes to Lender, which now exist or may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.
- D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Mortgage, plus interest at the highest rate in effect, from time to time, as provided in the Evidence of Debt.
- E. Mortgagor's performance under the terms of any instrument evidencing a debt by Mortgagor to Lender and any Mortgage securing, guarantying, or otherwise relating to the debt.

If more than one person signs this Mortgage as Mortgagor, each Mortgagor agrees that this Mortgage will secure all future advances and future obligations described above that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. This Mortgage will not secure any other debt if Lender fails, with respect to such other debt, to make any required disclosure about this Mortgage or if Lender fails to give any required notice of the right of rescission.

- 4. MAXIMUM OBLIGATION LIMIT; FUTURE ADVANCES.** The total principal amount of the Secured Debt (hereafter defined) secured by this Mortgage at any one time shall not exceed \$ 53,510.10. This limitation of amount does not include interest, loan charges, commitment fees, brokerage commissions, attorneys' fees and other charges validly made pursuant to this Mortgage and does not apply to advances (or interest accrued on such advances) made under the terms of this Mortgage to protect Lender's security and to perform any of the covenants contained in this Mortgage. Future advances are contemplated and, along with other future obligations, are secured by this Mortgage even though all or part may not yet be advanced. Nothing in this Mortgage, however, shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment would need to be agreed to in a separate writing.
- 5. PAYMENTS.** Mortgagor agrees to make all payments on the Secured Debt when due and in accordance with the terms of the Evidence of Debt or this Mortgage.
- 6. WARRANTY OF TITLE.** Mortgagor covenants that Mortgagor is lawfully seized of the estate conveyed by this Mortgage and has the right to grant, bargain, convey, sell, and mortgage the Property and warrants that the Property is unencumbered, except for encumbrances of record.
- 7. CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Mortgage. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses which Mortgagor may have against parties who supply labor or materials to improve or maintain the Property.
- 8. PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property and that may have priority over this Mortgage, Mortgagor agrees:
- A. To make all payments when due and to perform or comply with all covenants.
- B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
- C. Not to make or permit any modification or extension of, and not to request or accept any future advances under any note or agreement secured by, the other mortgage, deed of trust or security agreement unless Lender consents in writing.
- 9. DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of any lien, encumbrance, transfer, or sale, or contract for any of these on the Property. However, if the Property includes Mortgagor's residence, this section shall be subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. For the purposes of this section, the term "Property" also includes any interest to all or any part of the Property. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Mortgage is released.
- 10. TRANSFER OF AN INTEREST IN THE MORTGAGOR.** If Mortgagor is an entity other than a natural person (such as a corporation or other organization), Lender may demand immediate payment if (1) a beneficial interest in Mortgagor is sold

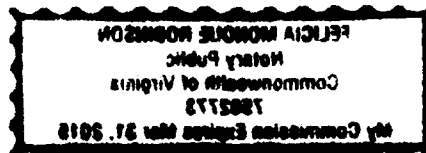
(page 2 of 8)

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the Property. The term "personal property" specifically excludes that property described as "household goods" secured in connection with a "consumer" loan as those terms are defined in applicable federal regulations governing unfair and deceptive credit practices.

30. OTHER TERMS. If checked, the following are applicable to this Mortgage:

- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Mortgage will remain in effect until released.
- ☒ **Separate Assignment.** The Mortgagor has executed or will execute a separate assignment of leases and rents. If the separate assignment of leases and rents is properly executed and recorded, then the separate assignment will supersede this Security Instrument's "Assignment of Leases and Rents" section.
- ☐ **Additional Terms.**



☒ IF CHECKED, THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS APPROXIMATELY \$ 48,528.44, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

☐ IF CHECKED, THIS BALLOON MORTGAGE SECURES A VARIABLE RATE OBLIGATION AND THE BALANCE DUE ASSUMES THAT THE INITIAL RATE OF INTEREST APPLIES FOR THE ENTIRE TERM OF THE MORTGAGE. THE ACTUAL BALANCE DUE UPON MATURITY MAY VARY DEPENDING ON CHANGES IN THE RATE OF INTEREST.

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Mortgage and in any attachments. Mortgagor also acknowledges receipt of a copy of this Mortgage on the date stated above on Page 1.

Entity Name: _____


(Signature) Bryan L. Castleberry

9-18-2018
(Date)

(Signature) (Date)

(Signature) (Date)

(Signature) (Date)

(Witness)

(Witness)

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

Redeemed

17-504

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 13730

July 6, 2017

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 07-06-1997, through 07-06-2017, and said search reveals the following:

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

Bryan L. Castleberry

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: 

July 6, 2017