#### **Tax Collector's Certification**

**Tax Deed Application Number** 

1900266

**Date of Tax Deed Application** 

Apr 19, 2019

This is to certify that CAZENOVIA CREEK FUNDING II LLC, holder of Tax Sale Certificate Number 2017 / 2143, Issued the 1st Day of June, 2017 and which encumbers the following described property in the county of Escambia County , State of Florida, to wit: 05-1546-000

Cert Holder:

**CAZENOVIA CREEK FUNDING II LLC** PO BOX 54132 NEW ORLEANS, LA 70154

Property Owner:

**MARSHALL HATTIE M EST OF** C/O ANGELA BUCHANAN 115 ESCALONA AVE PENSACOLA, FL 32503

LT 16 AND N 30 FT OF LT 17 AND S 3 FT OF LT 15 BLK 12 GRANADA PB 2 P 50/67 OR 1060 P 463

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
2017/2143	05-1546-000	06/01/2017	1,013.39	50.67	1,064.06

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
2018/2188	05-1546-000	06/01/2018	1,019.87	6.25	50.99	1,077.11

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	2,141.17
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	932.16
4. Property Information 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)	3,448.33
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.	31,502.00
<ol> <li>Other Outstanding Certificates and Delinquent Taxes Not Included in this Application,</li> </ol>	
17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable) and 16 (if	
18. Redemption Fee	6.25
19. Total Amount to Redeem	

Done this the 26th day of April, 2019 Scott Lunsford, Tax Collector of Escambia County

Date of Sale:

November 4, 2019

\*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date. 2017

05-1546-000

#### 512 R. 12/16

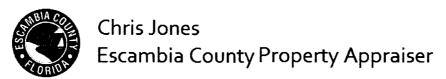
## **APPLICATION FOR TAX DEED**

Section 197.502, Florida Statutes

Application Number: 1900266

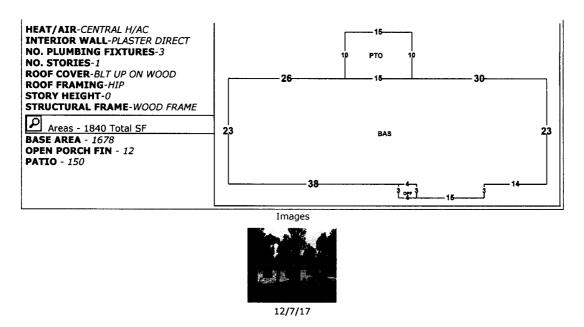
To: Tax Collector of	ESCAMBIA COUNTY	, Florida	
,			
CAZENOVIA CREEK F	UNDING II LLC		
PO BOX 54132 NEW ORLEANS, LA 7	70154,		
-		e same to the Tax	Collector and make tax deed application thereon
Account Number	Certificate No.	Date	Legal Description
05-1546-000	2017/2143	06-01-2017	LT 16 AND N 30 FT OF LT 17 AND S 3 FT OF LT 15 BLK 12 GRANADA PB 2 P 50/67 OR 1060 P 463
I agree to:  • pay any curi	rent taxes, if due and		
<ul> <li>redeem all o</li> </ul>	outstanding tax certificates plus	s interest not in my	possession, and
<ul> <li>pay all delin</li> </ul>	quent and omitted taxes, plus	interest covering th	e property.
	Collector's fees, property inform ts, if applicable.	nation report costs, (	Clerk of the Court costs, charges and fees, and
Attached is the tax sa which are in my poss		lication is based and	d all other certificates of the same legal descriptio
Electronic signature			
PO BOX 54132	70454		
NEW ORLEANS, LA	A 70154		<u>04-19-2019</u> Application Date
	Applicant's signature		

ECPA Home



Real Estate Search Tangible Property Search Sale List

**Back** Printer Friendly Version Navigate Mode Account O Reference **General Information Assessments** Reference: 042S307001016012 Year Land **Imprv** Total Cap Val Account: 051546000 2018 \$30,000 \$79,862 \$49,862 \$63,004 Owners: MARSHALL HATTIE M EST OF 2017 \$30,000 \$45,547 \$75,547 \$61,709 Mail: C/O ANGELA BUCHANAN 2016 \$21,375 \$46,278 \$60,440 \$67,653 115 ESCALONA AVE PENSACOLA, FL 32503 Disclaimer Situs: 115 ESCALONA AVE 32503 Use Code: SINGLE FAMILY RESID P **Tax Estimator** Taxing PENSACOLA CITY LIMITS **Authority:** > File for New Homestead Exemption Tax Inquiry: Open Tax Inquiry Window **Online** Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector Sales Data 2018 Certified Roll Exemptions Official HOMESTEAD EXEMPTION Sale Records **Book Page Value Type** Date (New Window) **Legal Description** 01/1976 1060 463 \$16,400 WD View Instr LT 16 AND N 30 FT OF LT 17 AND S 3 FT OF LT 15 BLK 12 01/1971 566 19 \$15,000 WD View Instr GRANADA PB 2 P 50/67 OR 1060 P 463 01/1969 431 284 \$11,600 WD View Instr 01/1966 284 279 \$11,500 WD View Instr Official Records Inquiry courtesy of Pam Childers **Extra Features** Escambia County Clerk of the Circuit Court and Comptroller Parcel Launch Interactive Man Information  $\infty$ Section Map Id: 04-2S-30-1 Approx. Acreage: 0.2129 Zoned: R-1AAA Evacuation & Flood Information Open Report View Florida Department of Environmental Protection(DEP) Data **Buildings** Address:115 ESCALONA AVE, Year Built: 1955, Effective Year: 1955 Structural Elements **DECOR/MILLWORK-AVERAGE DWELLING UNITS-1 EXTERIOR WALL-VINYL SIDING** FLOOR COVER-CARPET **FOUNDATION-SLAB ON GRADE** 



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:05/02/2019 (tc.5355)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019041194 5/10/2019 3:07 PM
OFF REC BK: 8093 PG: 672 Doc Type: TDN

#### NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That CAZENOVIA CREEK FUNDING II LLC holder of Tax Certificate No. 02143, issued the 1st day of June, A.D., 2017 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

LT 16 AND N 30 FT OF LT 17 AND S 3 FT OF LT 15 BLK 12 GRANADA PB 2 P 50/67 OR 1060 P 463

**SECTION 04, TOWNSHIP 2 S, RANGE 30 W** 

TAX ACCOUNT NUMBER 051546000 (19-529)

The assessment of the said property under the said certificate issued was in the name of

#### HATTIE M MARSHALL EST OF

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the first Monday in the month of November, which is the 4th day of November 2019.

Dated this 9th day of May 2019.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.

COMPTRO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg 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** 



# 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: 051546000 Certificate Number: 002143 of 2017

Payor: JOSEPH L MARSHALL 1601 SPALDING CIR PENSACOLA FL 32514 Date 05/29/2019

Clerk's Check #	446623739	Clerk's Total	\$516/04 3661
Tax Collector Check #	1	Tax Collector's Total	\$3,816.65
	an managaman and a managaman and the distribution at the second at the s	Postage	\$ <b>\$</b> 0.00
		Researcher Copies	\$\$.00
	and the state of t	Recording	\$10.00
	and the second s	Prep Fee	\$7.00
and the state of t	Advantage of the College of the Coll	Total Received	<del>\$4,409.69</del>

\$3677.31

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

31

#### **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 # 2017 TD 002143

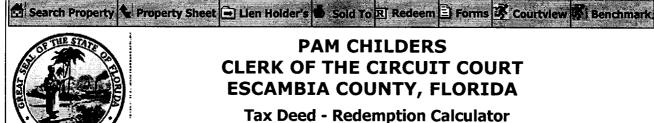
**Redeemed Date 05/29/2019** 

Name JOSEPH L MARSHALL 1601 SPALDING CIR PENSACOLA FL 32514

Clerk's Total = TAXDEED	\$516.04 3660,31
Due Tax Collector = TAXDEED	\$3\816.65
Postage = TD2	\$6 <b>0</b> .00
ResearcherCopies = TD6	\$0 <i>l</i> 0p
Release TDA Notice (Recording) = RECORD2	\$10.00
Release TDA Notice (Prep Fee) = TD4	\$7.00

#### • For Office Use Only

10. 511.05 500 5 11.0					
Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
EINANGIALSTIMIAN					
No Inform	nation Availa	ble - See Γ	)ockets		



Notes

### **PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA**

**Tax Deed - Redemption Calculator** Account: 051546000 Certificate Number: 002143 of 2017

Redemption No V Ap	plication Date 04/19/2019	Interest Rate 18%	
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL	
	Auction Date 11/04/2019	Redemption Date 05/29/2019	
Months	7	1	
Tax Collector	\$3,448.33	\$3,448.33	
Tax Collector Interest	\$362.07	\$51.72	
Tax Collector Fee	\$6.25	\$6.25	
Total Tax Collector	\$3,816.65	\$3,506.30	
Record TDA Notice	\$17.00	\$17.00	
Clerk Fee	\$130.00	\$130.00	
Sheriff Fee	\$120.00	\$120.00	
Legal Advertisement	\$200.00	\$200.00	
App. Fee Interest	\$49.04	\$7.01	
Total Clerk	\$516.04	\$474.01	
•		**	
Release TDA Notice (Recording)	\$10.00	\$10.00	
Release TDA Notice (Prep Fee)	\$7.00	\$7.00	
Postage	\$60.00	\$0.00	
Researcher Copies	\$40.00	\$0.00	
Total Redemption Amount	\$4,449.69	\$3,997.31	
	Repayment Overpayment Refund Amount	\$452.38	
Book/Page			

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019046751 5/30/2019 9:13 AM
OFF REC BK: 8102 PG: 1165 Doc Type: RTD

## RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 8093, Page 672, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 02143, issued the 1st day of June, A.D., 2017

TAX ACCOUNT NUMBER: 051546000 (19-529)

DESCRIPTION OF PROPERTY:

LT 16 AND N 30 FT OF LT 17 AND S 3 FT OF LT 15 BLK 12 GRANADA PB 2 P 50/67 OR 1060 P 463

**SECTION 04, TOWNSHIP 2 S, RANGE 30 W** 

NAME IN WHICH ASSESSED: HATTIE M MARSHALL EST OF

Dated this 30th day of May 2019.

COMPTRO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

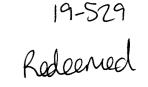
By:

Emily Hogg Deputy Clerk

## **Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B Pensacola, Florida 32503

Telephone: 850-478-8121 Facsimile: 850-476-1437



### PROPERTY INFORMATION REPORT

File No.: 15289 August 8, 2019

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 08-08-1999, through 08-08-2019, and said search reveals the following:

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

Estate of Hattie M. Marshall

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

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipients(s) of the property information report.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

# PROPERTY INFORMATION REPORT LEGAL DESCRIPTION

File No.: 15289 August 8, 2019

Lot 16 and North 30 feet of Lot 17 and South 3 feet of Lot 15, Block 12, Granada PB 2 P 50/67, OR 1060 P 463, Escambia County, Florida.

## PROPERTY INFORMATION REPORT CONTINUATION PAGE

File No.: 15289 August 8, 2019

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

- 1. That certain mortgage executed by Hattie M. Marshall in favor of Holland Holding, Inc. dated 10/25/2001 and recorded 11/01/2001 in Official Records Book 4795, page 677 of the public records of Escambia County, Florida, in the original amount of \$9,747.85.
- 2. All Taxes Paid. The assessed value is \$79,862.00. Tax ID 05-1546-000.

#### 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 FAX (850) 476-1437 TEL. (850) 478-8121

Email: rcsgt@aol.com

Scott Lunsford Escambia County Tax Collector

by: Richard S. Combs, President

correct.

P.O. Box 1312 Pensacola, FL 32591 CERTIFICATION: TITLE SEARCH FOR TDA 11-4-2019 TAX DEED SALE DATE: TAX ACCOUNT NO.: 05-1546-000 CERTIFICATE NO.: 2017-2143 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 \_\_\_\_ Homestead for 2018 tax year. Χ Reneficiaries and Heirs of the Estate of Hattie M. Marshall c/o Angela Buchanan 115 Escalona Ave. Pensacola, FL 32503 Holland Holding, Inc. (dissolved) 300 Bayou Blvd., #217 (old address) Pensacola, FL 32503 Certified and delivered to Escambia County Tax Collector, this 8th day of August , 2019 . SOUTHERN GUARANTY TITLE COMPANY

NOTE: The above listed addresses are based upon current information available, but said addresses are not guaranteed to be true or

Notary Public

My Commission expires ... INN FINITE

FILE NO.  REC. 10.50  DOC. 33.60  INTG 19.10  TOTAL 63.26  STATE OF FLORIDA  ESCAMBIA	Tax ID #	The instrument prepared and Please Ream to.  JOHN FRANCES  JOB BAYOU BLVD. #217  VPENSACOLA, FL 32503
hereinafter called Mortgagor,	M. MARSHALL in consideration of the	principal sum specified in the promissory note he
described, received from		
heremalter called Mortgagee (v	vhich terms Mortgagor	and Mortgagee shall be construed to include the plu
		quires), hereby, on this25TH
		Mortgages the real property in ESCAMBIA
County, Florida, described as:	, 3	
LOT 16 AND THAT OF A LINE RADIA		17 LYING NORTHEAST FRONT LOT LINE DRAWN

LOT 16 AND THAT PORTION OF LOT 17 LYING NORTHEAST OF A LINE RADIAL TO THE CURVED FRONT LOT LINE DRAWN FROM A POINT ON THE FRONT LOT LINE 30 FEET SOUTHWEST OF THE NORTHEAST CORNER OF SAID LOT 17 AND THAT PORTION OF LOT 15 LYING SOUTH OF A LINE RADIAL TO THE CURVED FRONT LOT LINE DRAWN FROM A POINT ON THE FRONT LOT LINE 3.0 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 15, ALL IN BLOCK 12, GRANADA, A SUBDIVISION OF A PORTION OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 2, PAGE 50 of the public records of said county.

NTG DOC STRUPS PO @ ESC CO \$ 33.60
11/01/01 EMNIE LEE MEGNIR, CLERK
By: farmer record

INTERNSINE TRAVPO @ ESC CO \$ 19.10
11/01/01 EMNIE LEF MEGNIR, CLERK
By: farmer record

as security for the payment of the following: THAT CERTAIN PROMISSORY NOTE OF EVEN DATE. IN THE ORIGINAL PRINCIPAL AMOUNT OF \$9,547.85.

AND Mortgagor mortgages hereby all title hereafter acquired as well as title heretofore acquired and does warrant the title to said land and will defend the same against the lawful claims of all persons whomso and Mortgagor further agrees:

- This mortgage shall also secure such future or additional advances as may be made by the Mortgagee subsequent holder at the option of Mortgagee or the subsequent holder to the Mortgagor, or its successors in for any purpose provided that all such advances are to be made within twenty years from the date of mortgage or within such lesser period of time as may hereafter be provided by law as a prerequisite for sufficiency of actual notice or record notice of such optional future or additional advances as against the of creditors or subsequent purchasers for a valuable consideration. The total amount of indebtedness securities mortgage may decrease or increase from time to time, but the total unpaid balance so secured a one time shall not exceed the amount of the initial promissory note described hereinabove or \$9,547.85 whichever is greater, plus interest thereon, and any disbursements made by the Mortgagee pursuant to the author this mortgage with inferest on such disbursements.
- 2. To make all payments required by the note and this mortgage promptly when due.
- To pay all taxes, assessments, liens and encumbrances on the property promptly when due. If they are promptly paid the Mortgagee may pay them without waiving the option to foreclose, and such payments, interest at a rate 2% higher than the note secured hereby or at the maximum rate allowed by law, whichever is a shall be payable on demand by Mortgagee and shall be secured by this mortgage.

- 4. To keep all buildings now or hereafter present on that land insured for the full insurable value thereof against tire lightning and windstorm, and in addition thereto all other coverage required on properties mortgaged to Federal or Stati banks and savings and loan associations by Federal and State regulations regulating such banks and savings and loar associations, including insurance against damage by flood, if such insurance is available. Mortgagor shall furnish Mortages with said policy or policies of insurance which shall show Mortgagee as a loss payee thereon. If the mortgagor shall not do so, the Mortgagee may do so without waiving the option to foreclose, and the cost thereof, with interest thereor from the date of payment at a rate 2% higher than the note secured hereby or at the maximum rate allowed by law, whichever is lesser, shall be payable upon demand by Mortgagee and shall be secured by this mortgage. If any sum becomes payable under such policy, the Mortgagee may apply it to the indebtedness secured by this mortgage, or may permit the Mortgagoi to use it for other purposes, without imparing the lien of this mortgage.
- 5. That it will not commit, permit, or suffer any waste, impairment or deterioration of the mortgaged property. Upon the failure of the Mortgagor to keep the buildings on the property in good condition or repair, Mortgages may demand either the adequate repair of the buildings, an increase in the amount of security, or the immediate repayment of the debt secured. Failure of the Mortgagor to comply with the demand of the Mortgagee for a reasonable time shall constitute a breach of this mortgage.
- 6. To pay all expenses reasonably incurred by the Mortgagee because of failure of the Mortgagor to comply with the agreements in the note or this mortgage, including reasonable attorneys' fees through all appeals. The cost thereof, with interest thereon from the date of payment at the same rate as specified in the note, shall also be secured by this mortgage.
- 7. That if any of the said installments of principal or interest due or payable by the terms of said promissory note is not paid when due, or if any agreement in this mortgage other than the agreement to make the payments is breached, the entire unpaid principal balance of the note plus interest, costs, and attorney's lees, shall immediately become due at the option of the Mortgagee, and the Mortgagee may foreclose this mortgage in the manner provided by law, and have the mortgaged property sold to satisfy or apply on the indebtedness hereby secured.
- 8. The rents and profits of the mortgaged property are also hereby mortgaged, and if proceedings to foreclose this mortgage shall be instituted, the court having jurisdiction thereof should appoint a receiver of the mortgaged property, and apply those rents and profits to the indebtedness hereby secured, regardless of the solvency of the Mortgagor or the adequacy of the security.
- 9. If this is a junior mortgage the Mortgagor shall pay all installments of principal and interest and perform each and every covenant and obligation of the prior mortgage. Failure of the Mortgagor to do so shall constitute a default increunder. Upon the failure of the Mortgagor to do so, the Mortgagoe may (but shall not be required to) make such payments or perform such covenants or obligations and the cost of same, together with interest at a rate 2% higher than the note secured hereby or at the maximum rate allowed by law, whichever is lesser, shall be payable by the Mortgagor upon demand by the Mortgagoe and shall be secured by the ken of this mortgage.
- Notwithstanding any other provisions hereof, Mortgages shall under no circumstances be entitled to collect any interest or
  other payment hereunder which would render this instrument usunous as to the Mortgagor under the laws of the State of
  Flonda.

IN WITNESS WHEREOF, the said Mortgagor has executed these	presents, this the date and year first above written
Signed, sealed and delivered in the presence of	
CHRISTINE FRANCIS	Watti m. marshell
WITNESS Transan	HATTIE M. MARSHALL
SAARON BUTLER	
Sharon Blette	
	<b>3.</b>
STATE OF FLORIDA	<b>:</b>
COUNTY OF	
	CLERK FILE NO
The loregoing instrument was acknowledged before me this	
day of	
WHO PROVIDED A VALID FLORIDA DRIVERS LIC	MARSHALL 'Ernie Lee Magaha Clerk of the Circuit Court CENSE INSTRUMENT 2001-898595
AND DID NOT TAKE AN OATH.	in Cerry
rectary Public 2 20	,
My commission expires (1) (1) (2)	
CHRISTNE M. RANCE Notory Public - Study of Roulds	1

Commission & CC973408