

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2000482

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

PLEASANT VALLEY CAPITAL LLC - 18
US BANK % PLEASANT VALLEY CAPITAL LLC - 18
PO BOX 645040
CINCINNATI, OH 45264-5040,

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
06-1533-000	2018/3015	06-01-2018	LTS 11 12 13 & 14 BLK 64 PINECREST PLAT DB 55 P 261 OR 7629 P 1489

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, property information 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
PLEASANT VALLEY CAPITAL LLC - 18
US BANK % PLEASANT VALLEY CAPITAL LLC - 18
PO BOX 645040
CINCINNATI, OH 45264-5040

04-21-2020
Application Date

Applicant's signature

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Other outstanding certificates and delinquent taxes not included in this Application, if applicable per Florida statutes	
17. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
18. Redemption fee	6.25
19. Total amount to redeem	
Sign here: _____ Date of sale <u>06/07/2021</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS

Tax Collector (complete Parts 1-4)

Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application

Enter the Face Amount of Certificate in Column 3 and the Interest in Column 4 for each certificate number. Add Columns 3 and 4 and enter the amount in Column 5.

Part 3: Other Certificates Redeemed by Applicant (Other than County)

Total. Add the amounts in Columns 3, 4 and 5

Part 4: Tax Collector Certified Amounts (Lines 1-7)

Line 1, enter the total of Part 2 plus the total of Part 3 above.

Total Paid, Line 7: Add the amounts of Lines 1-6

Line 6, Interest accrued by tax collector. Calculate the 1.5 percent interest accrued from the month after the date of application through the month this form is certified to the clerk. Enter the amount to be certified to the clerk on **Line 6**. The interest calculated by the tax collector stops before the interest calculated by the clerk begins. See Section 197.542, F.S., and Rule 12D-13.060(3), Florida Administrative Code.

The tax collector's interest for redemption at the time of the tax deed application is a cost of redemption, which encompasses various percentages of interest on certificates and omitted or delinquent taxes under Section 197.502, F.S. This interest is calculated before the tax collector calculates the interest in Section 197.542, F.S.

Attach certified statement of names and addresses of persons who must be notified before the sale of the property. Send this form and any required attachments to the Clerk of Court within 10 days after it is signed.

Clerk of Court (complete Part 5)

Line 13: Interest is calculated at the rate of 1.5 percent per month starting from the first day of the month after the month of certification of this form through the last day of the month in which the sale will be held. Multiply the calculated rate by the total of **Line 7**, minus **Line 6**, plus **Lines 8** through **12**. Enter the amount on **Line 13**.

Line 14: Enter the total of Lines 8-13. Complete Lines 15-18, if applicable.

CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

0621-20

513
R. 07/19

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	PLEASANT VALLEY CAPITAL LLC - 18 US BANK % PLEASANT VALLEY CAPITAL LLC - 18 PO BOX 645040 CINCINNATI, OH 45264-5040	Application date	Apr 21, 2020
Property description	LUCKIE EDDIE C MICKLES OCTAVIA 2800 W YONGE ST PENSACOLA, FL 32505 2800 W YONGE ST LTS 11 12 13 & 14 BLK 64 PINECREST PLAT DB 55 P 261 OR 7629 P 1489	Certificate #	2018 / 3015
		Date certificate issued	06/01/2018
		Deed application number	2000482
		Account number	06-1533-000

Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application

Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2018/3015	06/01/2018	1,224.06	61.20	1,285.26
→Part 2: Total*				1,285.26

Part 3: Other Certificates Redeemed by Applicant (Other than County)

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# /					
Part 3: Total*					0.00

Part 4: Tax Collector Certified Amounts (Lines 1-7)

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	1,285.26
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	1,175.12
4. Property information report fee and Deed Application Recording and Release Fees	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	2,835.38

I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.

Sign here: _____
Signature, Tax Collector or Designee

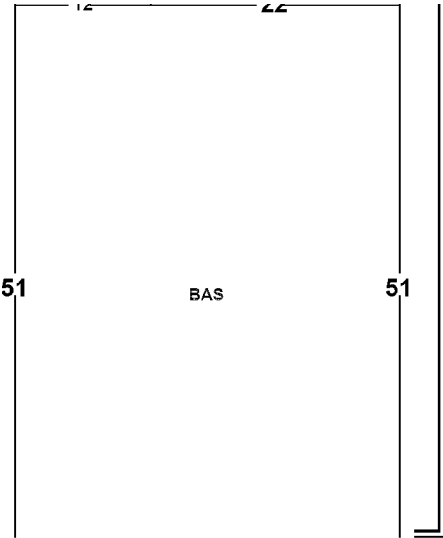
Escambia County, Florida
Date May 7th, 2020

Send this certification to the Clerk of Court by 10 days after the date signed. See Instructions on Page 2

FOUNDATION-SLAB ON GRADE
HEAT/AIR-WALL/FLOOR FURN
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

Areas - 2382 Total SF

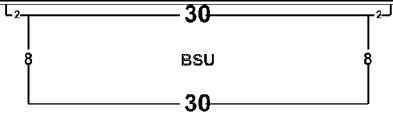
BASE AREA - 1734
BASE SEMI UNF - 240
CARPORT FIN - 264
UTILITY UNF - 144



Images



8/4/16



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.



Chris Jones Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

[Back](#)

◀ Navigate Mode ☒ Account ☐ Reference ▶

[Printer Friendly Version](#)

General Information

Reference: 172S301400011064
Account: 061533000
Owners: LUCKIE EDDIE C
MICKLES OCTAVIA
Mail: 2800 W YONGE ST
PENSACOLA, FL 32505
Situs: 2800 W YONGE 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
2019	\$11,706	\$62,227	\$73,933	\$73,933
2018	\$14,018	\$57,975	\$71,993	\$71,993
2017	\$14,018	\$53,191	\$67,209	\$67,209

Disclaimer

Tax Estimator

> **File for New Homestead Exemption Online**

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
11/18/2016	7629	1489	\$70,500	QC	View Instr
07/13/2015	7374	205	\$12,000	TD	View Instr
10/1973	701	948	\$1,700	WD	View Instr
01/1967	352	232	\$200	WD	View Instr

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

2019 Certified Roll Exemptions

None

Legal Description

LTS 11 12 13 & 14 BLK 64 PINECREST PLAT DB 55 P 261
OR 7629 P 1489

Extra Features

FRAME BUILDING

Parcel Information

[Launch Interactive Map](#)

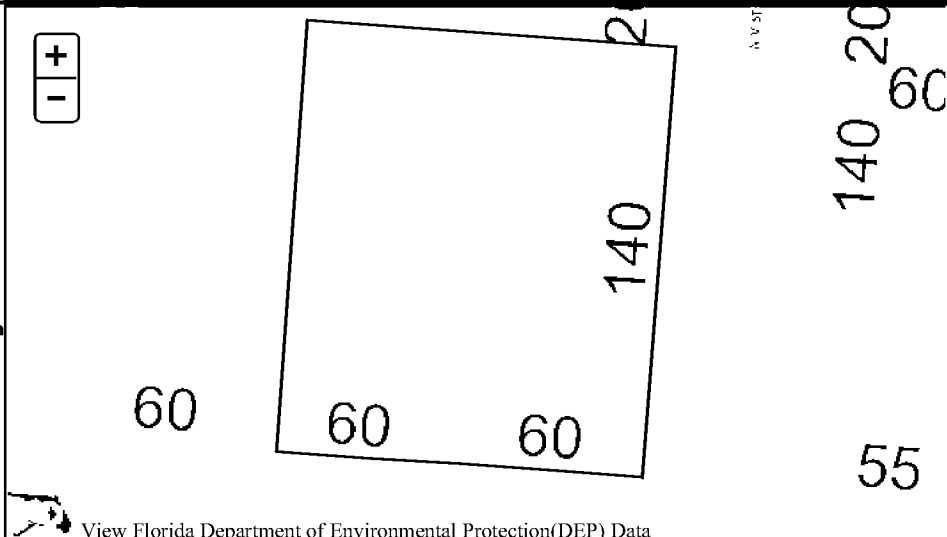
Section Map Id:
17-2S-30-2



Approx. Acreage:
0.3839

Zoned:
HC/LI

Evacuation & Flood Information
[Open Report](#)



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

Buildings

Address: 2800 W YONGE ST, Year Built: 1960, Effective Year: 1960

Structural Elements

DECOR/MILLWORK-BELOW AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-STUCCO OV BLOCK
EXTERIOR WALL-SIDING-BLW.AVG.
FLOOR COVER-CARPET

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **PLEASANT VALLEY CAPITAL LLC - 18 US BANK** holder of **Tax Certificate No. 03015**, issued the **1st day of June, A.D., 2018** 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:

LTS 11 12 13 & 14 BLK 64 PINECREST PLAT DB 55 P 261 OR 7629 P 1489

SECTION 17, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 061533000 (0621-20)

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

EDDIE C LUCKIE and OCTAVIA MICKLES

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 June, which is the **7th day of June 2021**.

Dated this 15th day of June 2020.

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.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

Search Property	Property Sheet	Lien Holder's	Redeem	Forms	Courtview	Benchmark
Redeemed From Sale						



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

Tax Deed - Redemption Calculator

Account: 061533000 Certificate Number: 003015 of 2018

Redemption ☐ Yes ☒ No Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="06/07/2021"/>	Redemption Date <input type="text" value="06/24/2020"/>
Months	14	2
Tax Collector	<input type="text" value="\$2,835.38"/>	<input type="text" value="\$2,835.38"/>
Tax Collector Interest	\$595.43	\$85.06
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$3,437.06	<input type="text" value="\$2,926.69"/> TC
Record TDA Notice	<input type="text" value="\$17.00"/>	<input type="text" value="\$17.00"/>
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	\$98.07	\$14.01
Total Clerk	\$565.07	<input type="text" value="\$481.01"/> CH
Release TDA Notice (Recording)	<input type="text" value="\$10.00"/>	<input type="text" value="\$10.00"/>
Release TDA Notice (Prep Fee)	<input type="text" value="\$7.00"/>	<input type="text" value="\$7.00"/>
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	\$4,119.13	\$3,424.70
	Repayment Overpayment Refund Amount	\$694.43
Book/Page	<input type="text" value="8313"/>	<input type="text" value="114"/>

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 # 2018 TD 003015

Redeemed Date 06/24/2020

Name OCTAVIA MICKLES 2800 W YONGE ST PENSACOLA, FL 32505

Clerk's Total = TAXDEED	\$565.07	\$3087.70
Due Tax Collector = TAXDEED	\$3,437.06	
Postage = TD2	\$60.00	
ResearcherCopies = TD6	\$40.00	
Release TDA Notice (Recording) = RECORD2	\$10.00	
Release TDA Notice (Prep Fee) = TD4	\$7.00	

• 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
 ARCHIVES AND RECORDS
 CHILDSUPPORT
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 COUNTY CIVIL
 COUNTY CRIMINAL
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**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: 061533000 Certificate Number: 003015 of 2018**

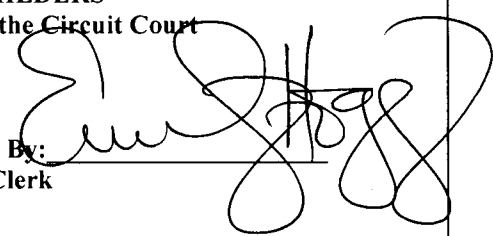
Payor: OCTAVIA MICKLES 2800 W YONGE ST PENSACOLA, FL 32505 Date 06/24/2020

Clerk's Check #	1	Clerk's Total	\$565.07
Tax Collector Check #	1	Tax Collector's Total	\$3,437.06
		Postage	\$60.00
		Researcher Copies	\$40.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$4,119.13

\$3087.70

\$3104.70

**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>

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 8313, Page 114, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 03015, issued the 1st day of June, A.D., 2018

TAX ACCOUNT NUMBER: 061533000 (0621-20)

DESCRIPTION OF PROPERTY:

LTS 11 12 13 & 14 BLK 64 PINECREST PLAT DB 55 P 261 OR 7629 P 1489

SECTION 17, TOWNSHIP 2 S, RANGE 30 W

NAME IN WHICH ASSESSED: EDDIE C LUCKIE and OCTAVIA MICKLES

Dated this 24th day of June 2020.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>06/07/2021</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS 16.25

Tax Collector (complete Parts 1-4)

Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application

Enter the Face Amount of Certificate in Column 3 and the Interest in Column 4 for each certificate number. Add Columns 3 and 4 and enter the amount in Column 5.

Part 3: Other Certificates Redeemed by Applicant (Other than County)

Total. Add the amounts in Columns 3, 4 and 5

Part 4: Tax Collector Certified Amounts (Lines 1-7)

Line 1, enter the total of Part 2 plus the total of Part 3 above.

Total Paid, Line 7: Add the amounts of Lines 1-6

Line 6, Interest accrued by tax collector. Calculate the 1.5 percent interest accrued from the month after the date of application through the month this form is certified to the clerk. Enter the amount to be certified to the clerk on Line 6. The interest calculated by the tax collector stops before the interest calculated by the clerk begins. See Section 197.542, F.S., and Rule 12D-13.060(3), Florida Administrative Code.

The tax collector's interest for redemption at the time of the tax deed application is a cost of redemption, which encompasses various percentages of interest on certificates and omitted or delinquent taxes under Section 197.502, F.S. This interest is calculated before the tax collector calculates the interest in Section 197.542, F.S.

Attach certified statement of names and addresses of persons who must be notified before the sale of the property. Send this form and any required attachments to the Clerk of Court within 10 days after it is signed.

Clerk of Court (complete Part 5)

Line 13: Interest is calculated at the rate of 1.5 percent per month starting from the first day of the month after the month of certification of this form through the last day of the month in which the sale will be held. Multiply the calculated rate by the total of Line 7, minus Line 6, plus Lines 8 through 12. Enter the amount on Line 13.


Line 14: Enter the total of Lines 8-13. Complete Lines 15-18, if applicable.



CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

DR-513
Rule 12D-16.002 F.A.C
Effective 07/19
Page 1 of 2

Part 1: Tax Deed Application Information					
Applicant Name Applicant Address	PLEASANT VALLEY CAPITAL LLC - 18 US BANK % PLEASANT VALLEY CAPITAL LLC - 18 PO BOX 645040 CINCINNATI, OH 45264-5040		Application date	Apr 21, 2020	
Property description	LUCKIE EDDIE C MICKLES OCTAVIA 2800 W YONGE ST PENSACOLA, FL 32505 2800 W YONGE ST 06-1533-000 LTS 11 12 13 & 14 BLK 64 PINECREST PLAT DB 55 P 261 OR 7629 P 1489		Certificate #	2018 / 3015	
			Date certificate issued	06/01/2018	
Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application					
Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)	
# 2018/3015	06/01/2018	1,224.06	61.20	1,285.26	
→Part 2: Total*				1,285.26	
Part 3: Other Certificates Redeemed by Applicant (Other than County)					
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# /					
Part 3: Total*					0.00
Part 4: Tax Collector Certified Amounts (Lines 1-7)					
1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)					1,285.26
2. Delinquent taxes paid by the applicant					0.00
3. Current taxes paid by the applicant					1,175.12
4. Property information report fee					200.00
5. Tax deed application fee					175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)					0.00
7. Total Paid (Lines 1-6)					2,835.38
I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.					
Sign here: 			Escambia, Florida Date August 26th, 2020		

Send this certification to the Clerk of Court by 10 days after the date signed. See Instructions on Page 2

This Instrument Was Prepared
By And Is To Be Returned To:
LORETTA M LEE,
Emerald Coast Utilities Authority
9255 Sturdevant Street
Pensacola, Florida 32514-0311

NOTICE OF LIEN



STATE OF FLORIDA COUNTY OF ESCAMBIA

Notice is hereby given that the EMERALD COAST UTILITIES AUTHORITY has a lien against the following described real property situated in Escambia County, Florida, for water, wastewater and/or sanitation service provided to the following customer:

LTS 11 12 13 & 14 BLK 64 PINEC REST PLAT DB 55 P 261 OR 245/2 60/352 P 564/264/232 OR 701 P 948

Customer: Clair Taylor Flores

Account Number: 9887-8123

Amount of Lien: \$1596.91, together with additional unpaid utility service charges, if any, which may accrue subsequent to the date of this notice and simple interest on unpaid charges at 18 percent per annum, or at such lesser rate as may be allowed by law.

This lien is imposed in accordance with Section 159.17, Florida Statutes, Chapter 92-248, Laws of Florida, as amended and Emerald Coast Utilities Authority Resolution 87-10, as amended, and this lien shall be prior to all other liens on such lands or premises except the lien of state, county, and municipal taxes and shall be on a parity with the lien of such state, county, and municipal taxes.

Provided however, that if the above-named customer has conveyed said property by means of deed recorded in the public records of Escambia County, Florida, prior to the recording of this instrument, or if the interest of the above-named customer is foreclosed by a proceeding in which notice of lis pendens has been filed prior to the recording of this instrument, this lien shall be void and of no effect.

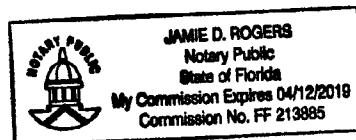
Dated: 082015

EMERALD COAST UTILITIES AUTHORITY

BY: Loretta M Lee

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24th day of August, 2015, by LORETTA M LEE of the Emerald Coast Utilities Authority, who is personally known to me and who did not take an oath.



Jamie D. Rogers
Notary Public - State of Florida

RWK:ls
Revised 05/31/11

EXHIBIT "A"
Legal Description

Lots 11, 12, 13, and 14, Block 64, PINECREST, a subdivision, according to the map or plat thereof as recorded in Deed Book 55, Page 261, Public Records of Escambia County, Florida.

Signed, sealed and delivered in the presence of:

Witnesses:

[Signature]
Printed Name: Michael Dicks

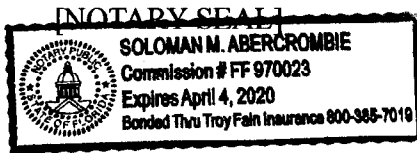
[Signature]
Printed Name: Soloman M. Abernombie

Borrower:

[Signature]
Octavia Mickles, an unmarried person

STATE OF FL
COUNTY OF Escambia

The forgoing instrument was acknowledged before me this 22 day of Nov, 2016
by Octavia Mickles who is either: ☐ personally known to me or ☐ has produced
Driver License as identification.



[Signature]
Signature Notary Public
Printed Name: Soloman M. Abernombie
My Commission Expires: April 4, 2020

[SIGNATURES CONTINUE ON NEXT PAGE]

Witnesses:

Michael Dicks
 Printed Name: Michael Dicks

Soloman M. Abercrombie
 Printed Name: Soloman M. Abercrombie

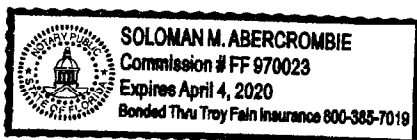
Borrower:

Eddie C. Luckie
 Printed Name: Eddie C. Luckie, an unmarried person

STATE OF FL
 COUNTY OF ESCAMBIA

The forgoing instrument was acknowledged before me this 22 day of Nov, 2016
 by Eddie C. Luckie who is either: ☐ personally known to me or ☐ has produced
Driver License as identification.

[NOTARY SEAL]



Signature Notary Public

Printed Name: Soloman M. AbercrombieMy Commission Expires: April 4, 2020

or attributable to the use, generation, manufacture, production, storage, release, threatened release, discharge, disposal, or presence of a Hazardous Substance on, under or about the Mortgaged Property whether known or unknown, fixed or contingent, occurring after the date that Borrower acquires title to the Premises but prior to the termination of this Mortgage, including, but not limited to: (i) all foreseeable consequential damages; and (ii) the costs of any required or necessary repair, cleanup or detoxification of the Mortgaged Property and the preparation and implementation of any closure, remedial or other required plans. This indemnity shall survive the release of the lien of this Mortgage, or the extinguishment of the lien by foreclosure or action in lieu thereof, and this covenant shall survive such release or extinguishment.

6.21. Borrower will not collect Rents for occupancy of any portion of the Mortgaged Property more than one (1) month in advance of accrual.

6.22. If more than one individual constitutes "Borrower" both such individuals acknowledge and agree that the duties and obligations of Borrower as described herein shall be jointly and severally shared by such individuals and Lender may seek enforcement of the provisions of this Mortgage or the Note against either of those individuals or against both of those individuals and/or their heirs, successors, personal representatives, and assigns.

6.23. Waiver of Jury Trial. BY THE EXECUTION HEREOF, BORROWER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREES THAT NEITHER BORROWER NOR ANY ASSIGNEE, SUCCESSOR, HEIR, OR LEGAL REPRESENTATIVE OF BORROWER SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE ARISING FROM OR BASED UPON THE NOTE, THIS MORTGAGE, OR ANY OTHER LOAN DOCUMENT EVIDENCING, SECURING, OR RELATING TO THE INDEBTEDNESS SECURED BY THIS MORTGAGE OR TO THE DEALINGS OR RELATIONSHIP BETWEEN OR AMONG THE PARTIES HERETO. NEITHER BORROWER NOR LENDER WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL HAS NOT OR CANNOT BE WAIVED. THE PROVISIONS OF THIS SECTION HAVE BEEN FULLY NEGOTIATED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTION. NEITHER BORROWER NOR LENDER HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS SECTION WILL NOT BE FULLY ENFORCED IN ALL INSTANCES. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER TO ENTER INTO THIS TRANSACTION.

persons and damage to property), from or incident to such ownership of the Mortgaged Property and use, possession, occupancy, maintenance, and management thereof or which may result from an occurrence on the Premises prior to the satisfaction of this Mortgage.

6.17 This Mortgage shall also constitute a security agreement with respect to the Personal Property and a "fixture filing" for purposes of the uniform commercial code as adopted by or amended by the State of Florida. Portions of the Personal Property are or may become fixtures.

6.18 No remedy or right of the Lender hereunder, under the Note, under any documents related to this Mortgage or the Note, or otherwise available under applicable law, shall be exclusive of any other right or remedy, but each such remedy or right shall be in addition to every other remedy or right now or hereafter existing under any such document or under applicable law. No delay in the exercise of, or omission to exercise, any remedy or right accruing on any Event of Default shall impair any such remedy or right or be construed to be a waiver of any such Event of Default or an acquiescence therein, nor shall it affect any subsequent Event of Default of the same or a different nature, nor shall it extend or affect any cure period. Every such remedy or right may be exercised concurrently or independently, when and as often as may be deemed expedient by the Lender.

6.19 No offset, setoff, or claim that Borrower may now or in the future have against Lender shall relieve or excuse Borrower from paying the installments under the Note, paying any sums due and payable under this Mortgage, or performing any other obligation hereby secured.

6.20 Neither Borrower or any other person or entity shall use, generate, manufacture, produce, store, release, discharge, or dispose of on, under, or about the Mortgaged Property or transport to or from the Mortgaged Property any of the following: any substances included within the definitions of "hazardous substances," "hazardous materials," "toxic substances," or "solid waste" in CERCLA, SARA, RCRA, the Toxic Substances Control Act, Federal Insecticide, Fungicide, and Rodenticide Act, and the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801 *et seq.*), and in the regulations promulgated pursuant to said laws; those substances listed in the United States Department of Transportation Table (49 CFR 172.101 and amendments thereto) or by the Environmental Protection Agency (or any successor agency) as hazardous substances (40 CFR Part 302 and amendments thereto); such other substances, materials and wastes which are or become regulated under applicable local, state or federal law, or the United States government, or which are classified as hazardous or toxic under federal, state, or local laws or regulations; or any material, waste or substance which is: (i) asbestos; (ii) polychlorinated biphenyls; (iii) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 *et seq.* (33 U.S.C. §1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. §1317); (iv) petroleum or petroleum distillate; (v) explosives; (vi) radioactive materials; or (viii) Lead Based Paint (collectively "Hazardous Substances"). Borrower shall keep and maintain the Mortgaged Property in compliance with, and shall not cause or permit the Mortgaged Property to be in violation of, any environmental law. Borrower shall protect, indemnify and hold harmless Lender, its directors, officers, employees, agents, successors and assigns from and against any and all loss, damage, cost, expense or liability (including attorneys' fees and costs) directly or indirectly arising out of

default by Borrower under this Mortgage, and any consent to any one sale, conveyance, assignment, exchange, pledge, mortgage, hypothecation, further encumbrance or other transfer as hereinbefore enumerated shall not be deemed a consent to any subsequent such act.

6.11 Borrower shall observe and comply with all laws, rules, ordinances, statutes, regulations, and requirements applicable to the Mortgaged Property, the ownership and occupancy of the Mortgaged Property, and the operation of any commercial enterprise operated on or from the Mortgaged Property.

6.12 Until such time as all such sums evidenced by the Note have been repaid to Lender, Borrower shall continuously maintain the authority of Borrower to transact business in the State within which the Mortgage Property is located.

6.13 Borrower shall immediately notify Lender of any claim, charge, or lien that affects any of the Mortgaged Property or is threatened.

6.14 Except as otherwise required by law or by the terms of this Mortgage, all sums, payments, or amounts received by Mortgagee pursuant to the terms of this Mortgage shall be applied as follows: first to the payment of all expenses arising out of or in connection with the Mortgaged Property or the terms of this Mortgage, including all related costs if this Mortgage is foreclosed, and the collection of the Secured Indebtedness including, without limitation, the fees, costs, expenses, court costs, and attorney's fees related thereto; then, to accrued or unpaid interest on the Secured Indebtedness; then, to the payment of the principal of Secured Indebtedness; then, and only then, any remaining balance shall be paid to Borrower or any party entitled thereto.

6.15 Lender shall be entitled to receive any and all sums which may be awarded or become payable for the condemnation of, or taking upon exercise of the right of eminent domain with respect to any of the Mortgaged Property for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable for damages caused by public works or construction on or near the Mortgaged Property. Borrower shall give immediate written notice to Lender of any such proceedings affecting the Mortgaged Property, and shall afford Lender an opportunity to participate in any proceeding or settlement of awards with respect thereto. All sums are hereby assigned to Lender, and Borrower shall, upon request of Lender, make, execute, acknowledge, and deliver any and all additional assignments and documents as may be necessary from time to time to enable Lender to collect and receipt for any such sums. Lender shall not be, under any circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any of such sums. Any sums so collected shall be applied by Lender, first, to the expenses, if any, of collection, and then in accordance with the terms of this Mortgage.

6.16 Borrower hereby assumes all liability to any third party for the Mortgaged Property and for any use, possession, occupancy, maintenance, and management thereof, and any construction thereupon, and Borrower agrees to assume liability to any third party for, and to indemnify and hold Lender harmless from and against, any and all losses, damages, claims, costs, penalties, causes of action, liabilities, injuries, death, and expenses, including court costs and attorneys' fees, howsoever arising (including, without limitation, for injuries to or deaths of

Improvements, or the Premises by sale or otherwise is made without the Lender's written consent, while this Mortgage remains a lien thereon.

6.4. In the event either party hereto is compelled to enforce the rights hereby granted by legal action, retaining an attorney, or otherwise, then all costs, fees, and charges related thereto, including but not limited to attorney's fees, court costs, and filing fees, incurred by the prevailing party in such action shall be paid by the non-prevailing party.

6.5. Lender will pay initial mortgage recording taxes and fees payable with respect to the initial recording of this Mortgage, including Florida documentary stamps, intangible taxes, the cost to record this Mortgage, but Borrower will pay the cost to prepare, record, review, and negotiate the satisfaction of this Mortgage upon payment of all outstanding sums due and payable pursuant to the terms of this Mortgage or the Note.

6.6. The provisions hereof shall be binding upon and shall inure to the benefit of Borrower, its successors and assigns, including without limitation subsequent owners of the Mortgaged Property or any part thereof. The provisions hereof shall be binding upon and shall inure to the benefit of Lender, its successors and assigns of any future holder of the Note.

6.7. All notices, demands and requests given by either party hereto to the other party shall be in writing and shall be deemed to have been properly given if sent by United States registered or certified mail, postage prepaid with a return receipt requested, or by express courier (such as Federal Express, Airborne Express or Purolator) addressed to the address described above for the party to whom the notice is to be delivered or such other address as the party to whom the notice is to be delivered may from time to time designate by written notice to the party hereto. Notices, demands and requests given in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be deposited in any post office or branch post office regularly maintained by the United States Government, or at the time it is deposited with such express courier service.

6.8. This Mortgage may not be amended, changed, terminated or modified orally or in any manner other than by an instrument in writing signed by the party against whom enforcement is sought.

6.9. If the lien of this Mortgage is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Mortgage Property, the unsecured portion of the debt shall be completely paid prior to the payments of the secured portion of the debt, and all payments made on the debt, whether voluntary or otherwise, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Mortgage. If any provisions of this Mortgage is held to be illegal, invalid, or unenforceable under any law, the offending provision or provisions shall be automatically deleted, the legality of the remaining provisions of this Mortgage will not be thereby affected, and this Mortgage shall continue as if such offending provisions had not been originally made part of this Mortgage.

6.10. Any waiver by Lender of a default by Borrower under this Mortgage shall not constitute a waiver of any right, remedy or power of Lender upon a subsequent event of

c. Lender may revoke and terminate the right of Borrower to collect the Rents and, without taking possession, collect, receive, demand, sue for, and attach the Rents for the account of Borrower.

d. Lender may institute foreclosure proceedings in a court of competent jurisdiction against the Mortgaged Property and cause the Mortgaged Property to be sold, at such time and in such manner as directed by such court. Title to all insurance policies and the proceeds thereof shall vest in and become the property of purchaser at any such sale.

e. Lender may proceed by suit or suits, at law or in equity, to enforce the payment and performance of the terms of the Note to recover judgment against the Borrower for the amount so due and unpaid together with all costs and expenses (including, without limitation, costs of arbitration, reasonable attorneys' fees and expenses) incurred by Lender in connection with such proceeding, together with interest thereon at the Default Rate from the date incurred by Lender. All such costs and expenses shall be secured by this Mortgage and shall be due and payable by Borrower immediately.

f. Lender may undertake any repairs, maintenance, or replacement of the Mortgaged Property that in Lender's sole discretion are necessary or desirable and the costs thereof shall be charged to Borrower. Borrower shall immediately reimburse Lender for any costs incurred pursuant to the terms of this paragraph and if Borrower shall not immediately reimburse Lender for such costs then such costs and interest thereon accruing from the date such costs are incurred by Lender at the Default Rate shall be made part of the Secured Indebtedness and shall be secured by this Mortgage.

5.2 In the event any payment received by Lender pursuant to the terms of this Mortgage or the Note is returned to Lender unpaid, Lender may require that any and all subsequent payments be made in one of the following forms, as selected by Lender: cash, certified check, or electronic fund transfer.

6. Miscellaneous:

6.1. The term "Default Rate", as used herein, shall mean the rate of interest equal to Eighteen Percent (18%) or the maximum rate permitted by Florida law, whichever is less; provided, however, that at no time shall any interest or charges in the nature of interest be taken, exacted, received or collected which would exceed the maximum rate permitted by law.

6.2. This Mortgage and the Note hereby secured shall be construed and enforced according to the laws of the State of Florida. Venue for any legal action predicated on or associated with this Mortgage, the Note, or the loan secured by this Mortgage, shall be in Escambia County, Florida.

6.3. The principal sum secured hereby, along with any costs, fees, charges, or interest to be paid in accordance with the terms of this Mortgage or the Note, shall immediately become due and payable without notice, if a transfer of title to the Mortgaged Property, the

similar official with respect to all or a substantial part of the properties of the Borrower, and a failure to have such proceedings dismissed or such appointment vacated within a period of thirty (30) days.

k. The appointment of a receiver or trustee for Borrower or for all or any part of its properties without consents and such appointment is not vacated within thirty (30) days, or if a petition is filed against Borrower seeking relief, including reorganization, arrangement or similar relief, under the bankruptcy code or other similar present or future applicable laws of the United States or any state or other competent jurisdiction, and such petition is not dismissed within thirty (30) days after the filing thereof;

l. The assertion or making of any levy, seizure, forfeiture action, mechanic's or materialman's lien or attachment on the Mortgaged Property or the Improvements or any part thereof or failure to remove any such attachment that encumbers the Premises after thirty (30) days following the attachment thereof.

m. The occurrence, beyond any applicable cure period, of any event of default under the Note, or any loan agreement or guaranty, whether or not such event is specifically set forth herein.

n. If Borrower shall sell, convey, assign, exchange, pledge, mortgage, hypothecate or transfer any interest in the Mortgaged Property (it being understood that a transfer of interest in Borrower or a change in the present composition of the partners of Borrower, if Borrower is a partnership, or any change in the stock ownership of Borrower, if Borrower is a corporation, or any change in the ownership of the membership interest of Borrower, if Borrower is a limited liability company, or any change in corporate partners shall be deemed to be a transfer of the Mortgaged Property) without the prior written consent of Lender, which consent may be withheld in the sole and absolute discretion of Lender.

5. Remedies in the Event of Default:

5.1 In the event that one or more defaults as above provided shall occur, and such default continues beyond any applicable cure period, the remedies available to Lender shall include, but not necessarily be limited to, any one or more of the following:

a. Lender may declare the entire unpaid balance of the Note, together with any amounts outstanding hereunder or under the Note, immediately due and payable.

b. Lender may apply to any court of competent jurisdiction for the appointment of a receiver or similar official to manage and operate the Mortgaged Property, or any part thereof, and to apply the net rents and profits therefrom to the payment of the interest and/or principal of the Note and/or any other obligations of Borrower to Lender hereunder. In event of such application, Borrower agrees to consent to the appointment of such receiver or similar official, and agrees that such receiver or similar official may be appointed without notice to Borrower, with regard to the adequacy of any security for the debts and with regard to the solvency of Borrower or any other person, firm or corporation who or which may be liable for the payment of the Note or any other obligation of Borrower hereunder.

a. Failure of Borrower to make one or more principal and interest payments required by the Note on the due date thereof.

b. Failure of Borrower to pay within fifteen (15) days after written demand thereof the amount of any costs, expenses or fees (including counsel fees) of Lender, with interest thereon, which Borrower is obligated to pay pursuant to the terms of this Mortgage or the Note other than principal and interest payments as set forth above in sub-section 4.1(a).

c. Failure to provide to Lender, within ten (10) days after the payment thereof, receipts showing payment of real estate taxes and assessments and the payment of any and all property owner's or homeowner's association dues, charges, or assessments.

d. Except as hereinbefore permitted, the actual or threatened material alteration, demolition or removal of any building from the Mortgaged Property or any of the Improvements without written consent of Lender.

e. Failure to maintain the Premises, Improvements, or Personal Property as herein required and such failure continues for thirty (30) days after written demand thereof.

f. Failure to maintain the Premises, the Improvements, or the Mortgaged Property free of any liens placed in violation of Section 3.1 i. during the term hereof or failure to remove any such liens that attach to the Premises within thirty (30) days after the attachment thereof.

g. Failure to comply with any requirements or order or notice of violation of law or ordinance issued by any governmental department claiming jurisdiction over the Mortgaged Property within thirty (30) days from the issuance thereof, or before any such violation becomes a lien against the Mortgaged Property, whichever first occurs.

h. Failure of Borrower or others to comply with or perform any other warranty, covenant, or agreement contained in this Mortgage or in the Note or any other warranty, covenant, or agreement that Borrower is a party to or subject to.

i. Any breach of any covenant or warranty or material untruth of any representation of Borrower contained in this Mortgage or in the Note.

j. The institution of any bankruptcy, reorganization or insolvency proceedings against the Borrower, Borrower applying for or consenting to the appointment of a receiver, trustee, custodian, intervenor or liquidator of all or substantially all of such party's assets, Borrower filing a voluntary petition in bankruptcy or admitting in writing that they are unable to pay their debts as they become due, Borrower making a general assignment for the benefit of creditors, Borrower filing a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy or insolvency laws, Borrower filing an answer admitting the material allegations of, or consent to, or default in answering, a petition filed in any bankruptcy, reorganization or insolvency proceeding, or Borrower taking any action for the purpose of effecting any of the foregoing, the appointment of a receiver or a

the elements or cause the Mortgaged Property and any other property related thereto, real or personal, to be kept in good condition and repair and fully protected from the elements.

i. Without the prior written consent of Lender, Borrower shall not create, incur, permit or suffer to exist any mortgage, pledge, construction lien or other lien, conditional sale or other title retention agreement, encumbrance, claim, or charge (whether prior or subordinate to the lien of this Mortgage or any other document executed in conjunction with this Mortgage or the Note) on the Mortgaged Property or income therefrom; ***provided, however***, if any such Lien now or hereafter affects the Mortgaged Property or any part thereof, Borrower covenants to timely perform all covenants, agreements and obligations required to be performed under or pursuant to the terms of any instrument or agreement creating or giving rise to such a lien. Any transaction prohibited under this Section shall be null and void.

j. Borrower will pay, cause to be paid and discharged, on or before the last day on which they may be paid without penalty or interest, all such property owner's or homeowner's association dues, charges, or assessments, dues, duties, real estate taxes and assessments, sewer rents, charges for water or for setting or repairing of meters, all other utilities on the Mortgaged Property or any part thereof, and any assessments and payments, usual or unusual, extraordinary or ordinary, which shall be imposed upon or become due and payable or become a lien upon the Mortgaged Property or any part thereof and the sidewalks or streets in front thereof and any values therein by virtue of any present or future law of the United States or of the State, County or City wherein the Premises are located. Borrower shall provide lender with written proof of payment of annual real estate taxes and assessments within ten (10) days of payment thereof. In the event that Borrower does not pay the real estate taxes and assessments by such date, the Lender may pay such taxes and the full amount of such payment by Lender shall be added to the principal balance secured by this Mortgage, and shall accrue interest at the Default Rate.

k. Neither the execution or delivery of this Mortgage or the Note, nor the observance of the terms thereof, will conflict with or contravene any: law or requirement that Borrower is subject to; statute, law, requirement, or regulation Borrower is subject to; or a provision of any agreement, covenant, contract, judgment, order, or permit that Borrower is a party to or subject to.

l. The Premises is the homestead of Borrower and Borrower expressly waives any rights to homestead protection against creditors as may be enjoyed by Borrower now or as may hereafter be granted by the constitution, laws, rules, or statutes of the State of Florida. Consequently in the event of a default pursuant to the terms of this Mortgage or the Note, Lender may foreclose this Mortgage by judicial proceeding and force a judicially mandated foreclosure auction sale of the Mortgaged Property and Lender may participate as a bidder at such foreclosure auction sale.

4. Events of Default.

4.1 Any one or more of the following shall constitute a default under this Mortgage and the Note hereby secured:

enter upon, hold, occupy and enjoy said Mortgaged Property and every part thereof.

d. Borrower will make such further assurances to perfect the lien interest in the Mortgaged Property in Lender, as may reasonably be required.

e. Borrower does hereby fully warrant the title to the Mortgaged Property and every part thereof and will defend the same against the lawful claims of all persons whomsoever.

f. Borrower will keep all Improvements now or hereafter on the Premises insured with an "all risk" insurance policy for fire and all perils included within the term "extended coverage endorsements" in an amount not less than the full replacement cost of the Improvements. Borrower shall also maintain liability insurance insuring against any cost, fee, charge, or claim that may result from any injury or death that may result from an occurrence on the Premises prior to the satisfaction of this Mortgage and such insurance shall provide insurance coverage in amounts approved by Lender in writing. If Borrower does not provide Lender with copies of the policies for the above referenced insurance, showing Lender as loss payees, after 14 days written demand by Lender, then Lender may purchase such insurance and shall add any payments made for such policy to the principal balance secured by this Mortgage, and such payments shall accrue interest at the Default Rate as hereinafter defined. In the event any sum of money becomes payable under such policy, and provided that there exist no other Event of Default pursuant to the Note or this Mortgage, which has continued beyond any applicable cure period, such amount shall be held by Lender but made available to Borrower to make the repairs to the Mortgaged Property for which the insurance funds were payable, provided however, in the event that the funds are made available to Lender pursuant to a total loss of the Mortgaged Property (defined as damage or destruction to such an extent that the Mortgaged Property can not be reasonably or practically be repaired without a total reconstruction thereof or can not be repaired with the amount of insurance funds available together with the applicable deductible to be paid by Borrower pursuant to such policies) or if, at the time such insurance funds are available to Lender, there exists an Event of Default pursuant to the Note or this Mortgage, Lender, his legal representatives or assigns, shall have the option to receive and apply the same on account of the indebtedness hereby secured or to permit Borrower to receive and use it or any part thereof for repair or replacement, without hereby waiving or impairing any equity, lien or right under or by virtue of this Mortgage. In the event of loss Borrower shall give immediate notice to Lender. At least thirty (30) days prior to the expiration of each such policy, Borrower shall furnish Lender with evidence satisfactory to Lender of the payment of the required premium and the reissuance of a policy continuing insurance in force as required by this Mortgage. All such policies shall contain a provision that such policies will not be cancelled or materially amended, which term shall include any reduction in the scope or limits of coverage, without at least thirty (30) days prior written notice to Lender.

g. Borrower will not permit, commit or suffer material waste, impairment or deterioration of the Mortgaged Property or any part thereof or any other property related thereto, real or personal, beyond normal wear and tear.

h. Borrower shall keep the Mortgaged Property and any other property related thereto, real or personal, in good condition and repair and fully protected from

of the Leases (the "Lease Guaranties"); and (iii) the rents and all other sums, charges, and costs payable pursuant to the terms of the Leases (collectively the "Rents"); provided, however, that notwithstanding anything to the contrary contained herein, so long as Borrower is not in default of any terms of this Mortgage, the Note, or any other document related thereto, beyond any applicable cure period, and provided further that Lender has not provided written notice that all rights of Borrower under, in, and to the Leases will be assumed by Lender as a result of such a default by Borrower, Borrower may collect, receive, and retain all Rents; enjoy the benefit of the Lease Guaranties; and enjoy the rights, duties, and obligations imposed by the Leases.

2.2 Lender shall not be liable for any loss sustained by Borrower resulting from Lender's failure to let the Mortgaged Property, or any part thereof, after an Event of Default or from any other act or omission of Lender in managing the Mortgaged Property, or any part thereof. Lender shall not be obligated to perform or discharge, any obligation, duty or liability under the Leases or under or by reason of this Mortgage and Borrower shall indemnify Lender for, and hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Mortgage, and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should Lender incur any such liability under the Leases or under or by reason of this Mortgage or in defense of any such claims or demands, the amount thereof, including costs, expenses and reasonable attorneys' fees shall be secured hereby and Borrower shall reimburse Lender therefor immediately upon demand, and upon the failure of Borrower to do so, Lender may, at its option, declare the Secured Indebtedness immediately due and payable. It is further understood that this Mortgage shall not operate to place responsibility for the control, care management or repair of the Mortgaged Property upon Lender, or for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Lender responsible or liable for any waste committed on the Mortgaged Property by the tenants under the Leases or any other parties, or for any dangerous or defective condition of the Mortgaged Property, or for any negligence in the management, upkeep, repair or control of the Mortgaged Property, resulting in loss, injury or death to any person whatsoever.

3. Borrower's Representations and Warranties

3.1 Borrower hereby covenants with Lender and represents and warrants the following:

a. Borrower is indefeasibly seized of the Mortgaged Property in fee simple and Borrower has not previously sold, assigned, transferred, or granted a lien or security interest in the Mortgaged Property.

b. Borrower has full power and lawful right to convey the Mortgaged Property in fee simple as aforesaid and the documents executed by Borrower in conjunction with this Mortgage or the Note constitute the legal, valid, and binding obligations of Borrower, enforceable against Borrower except as may be limited by bankruptcy, insolvency, reorganization, moratoriums or similar laws generally affecting creditors and creditors' rights.

c. It shall be lawful for Borrower at all times peaceably and quietly to

by Lender or located within the Premises (collectively the "Personal Property");

c. all right, title and interest of Borrower in and to all options to purchase or lease the Premises or any portion thereof or interest therein, and any greater estate in the Premises owned or hereafter acquired;

d. all easements, appurtenances, streets, ways, alleys, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, and all water rights; and

e. any and all buildings, structures and improvements now or hereafter erected on the Premises, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to said buildings, structures and improvements (sometimes hereinafter referred to as the "Improvements" and the Premises, Improvements, Personal Property, and all other rights or interests of Borrower hereby encumbered with the lien of this Mortgage collectively referred to as the "Mortgaged Property").

1.2 This Mortgage secures to Lender the repayment of the loan evidenced by the Note; all renewals, extensions, and modifications of the Note; and performance of Borrower's covenants and agreements as set forth in this Mortgage and the Note. Payments are deemed received by Lender when received at the location so designated in the Note for the receipt of such payments or at any other such location designated by Borrower. Lender may accept any full payment or partial payment insufficient to bring the loan evidenced by the Note current without Lender having waived any of its rights under this Mortgage, the Note, or otherwise or in any way prejudicing itself.

1.3 **Provided Always**, that if Borrower shall pay to Lender when due the principal of, and the interest on, the indebtedness evidenced by the Note; any costs, fees, charges, or sums due and payable by Borrower to Lender pursuant to the terms of this Mortgage or the Note; and any and all indebtedness otherwise due by Borrower to Lender (collectively the "Secured Current Indebtedness") and provided further Borrower shall perform, comply with and abide by each and every stipulation, agreement, condition, and covenant of the Note and of this Mortgage; then this Mortgage and the estate hereby created shall cease and be null and void. Provided, it is further covenanted and agreed by the parties hereto, this Mortgage also secures the payment of and includes all future or further advances as hereinafter set forth, to the same extent as if such was made on the date of execution of this Mortgage with interest accruing on such disbursements at the interest rate and on such terms as are recited in the instrument evidencing such disbursement, and any disbursements made for the payment of tax, levies or insurance on the Mortgaged Property, with interest on such disbursements at the Default Rate as hereinafter defined (collectively the "Secured Future Indebtedness" and the Secured Current Indebtedness and the Secured Future Indebtedness collectively the "Secured Indebtedness").

2. **Assignment of Leases and Rents:**

2.1 Borrower does hereby also grant, transfer and assign unto Lender: (i) all present and future leases and agreements, written or oral, for the occupancy or use of the Premises (the "Leases"); (ii) any and all guaranties of payment or performance of the obligations

Prepared by and
After Recording Return to:
Craig W. Little, Esq.
Law Office of Craig W. Little, P.A.
4711 14th Street N.
St. Petersburg, Florida 33703

[Space Above This Line For Recording Data]

MORTGAGE

This Indenture the ("Mortgage"), made effective the 22nd day of November, 2016 by and between **Octavia Mickles**, an unmarried person, and **Eddie C. Luckie**, an unmarried person, whose post office address is 2800 West Yonge Street, Pensacola, FL 32505 (hereinafter collectively "Borrower") and **Badrudin Kurwa** whose address is 436 S. Old Ranch Road, Arcadia, California 91007 (hereinafter "Lender").

The terms "Borrower" and "Lender", shall include heirs, personal representatives, successors, legal representatives and assigns, and shall denote the singular and/or the plural, and the masculine and/or the feminine and natural and/or artificial persons, whenever and wherever the context so admits or requires.

Witnesseth, that in consideration of the aggregate sum of Seventy Thousand Six Hundred and 00/100 Dollars (\$70,600.00) loaned to Borrower this day by Lender, as evidenced by that certain Promissory Note dated the same date as first above written (hereinafter the "Note"), the mutual covenants contained herein, and the payment to Borrower of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower does covenant, state, agree, warrant, and represent as follows:

1. Grant of Security:

1.1 Borrower does mortgage, grant, bargain, sell, alien, remise, release, convey and confirm unto Lender and its successors and assigns, in fee simple, all of that certain tract of land and improvements of which Borrower is now seized and possessed and in actual possession, situate in the County of Escambia, State of Florida, which is more fully described in the attached **Exhibit "A"** (hereinafter referred to as the "Premises");

Together With:

a. all leasehold estates in the Premises, and all right, title and interest of Borrower in and to all leases or subleases covering the Premises or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Borrower thereunder, including, without limitation, all cash or security deposits, advance rentals, guaranties of performance under such leases, and deposits or payments of similar nature;

b. any tangible personal property, furniture, or fixtures conveyed to Borrower

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witnesses: Diana Frisk
Diana FRISK
Printed Name: ASARAO
AMALIA SARAO
Printed Name:

Grantor: [Signature]
Badrudin Kurwa

State of _____
County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2016 by Badrudin Kurwa. He is either: ☐ personally known to me or ☐ produced _____ as identification.

[Notary Seal]

SEE ATTACHED

Signature Notary Public

Printed Name: _____

My Commission
Expires: _____

Prepared by and return to:

Law Office of Craig W. Little, P.A.
4711 14th Street N.
St Petersburg, Florida 33703

File Number:

Tax I.D. #:

Purchase Price: \$70,450.00

[Space Above This Line For Recording Data]

Quit Claim Deed

This Quit Claim Deed made this 18th day of November 2016, between **Badrudin Kurwa**, a married man but the subject property described herein is not Grantor's homestead, as set forth below, whose post office address is 436 S. Old Ranch Road, Arcadia, CA 91007, **Grantor**, and **Octavia Mickles**, an unmarried person, and **Eddie C. Luckie**, an unmarried person, whose post office address is 2800 West Yonge Street, Pensacola, FL 32505, collectively **Grantee**.

(Whenever used herein the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, all interest Grantor has in and to the following described land, situate, lying and being in **Escambia County, Florida**, to-wit:

Lots 11, 12, 13, and 14, Block 64, PINECREST, a subdivision, according to the map or plat thereof as recorded in Deed Book 55, Page 261, Public Records of Escambia County, Florida.

As title to the subject property was taken by Grantor by and through that Tax Deed recorded in Official Records Book 7374, Page 205, Public Records of Escambia County, Florida.

Subject to matters of record though this instrument shall not serve to re-impose the same.

The subject property is not the homestead of Grantor, the subject property has at no time been the homestead of Grantor, neither Grantor nor any relative or party related to Grantor have ever resided on the subject property or property abutting the subject property, and throughout the time that Grantor has owned the subject property Grantor has maintained their residence at 436 S. Old Ranch Road, Arcadia, California 91007.

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

To Have and to Hold, such interest as Grantor enjoys in the subject property though this instrument is delivered without any warranties as to title of the subject property.

This instrument was prepared without the benefit of a survey or title search.

PROPERTY INFORMATION REPORT

March 15, 2021

Tax Account #: 06-1533-000

**LEGAL DESCRIPTION
EXHIBIT "A"**

LTS 11 12 13 & 14 BLK 64 PINECREST PLAT DB 55 P 261 OR 7659 P 1489

SECTION 17, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 06-1533-000 (0621-20)

PERDIDO TITLE & ABSTRACT, INC.
PROPERTY INFORMATION REPORT
3050 Concho Drive, Pensacola, Florida 32507 | Phone 850-466-3077

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: Jun 7, 2021

TAX ACCOUNT #: 06-1533-000

CERTIFICATE #: 2018-3015

In compliance with Section 197.522, 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 2020 tax year.

OCTAVIA MICKLES
EDDIE C LUCKIE
2800 W YONGE ST
PENSACOLA, FL 32505

BADRUDIN KURWA
436 S OLD RANCH ROAD
ARCADIA, CA 91007

EMERALD COAST UTILITIES AUTHORITY
9255 STURDEVANT ST
PENSACOLA, FL 32514

Certified and delivered to Escambia County Tax Collector, this 15th day of March 2021.

PERDIDO TITLE & ABSTRACT, INC.



BY: Michael A. Campbell, As It's President

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

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

March 15, 2021

Tax Account #: 06-1533-000

1. The Grantee(s) of the last deed(s) of record is/are: **OCTAVIA MICKLES AND EDDIE C LUCKIE**

By Virtue of Quit Claim Deed recorded November 30, 2016 Official Records Book 7629 Page 1489.

2. The land covered by this Report is: **See Attached Exhibit "A"**

3. The following unsatisfied mortgages, liens, and judgments affecting the land covered by this Report appear of record:

- a. **Mortgage in favor of Badrudin Kurwa recorded 11/30/2016 OR 7629/1492.**
- b. **Lien in favor of Emerald Coast Utilities Authority recorded 8/27/2015 OR 7397/239.**

4. Taxes:

Taxes for the year(s) 2017-2019 are delinquent.

Tax Account #: 06-1533-000

Assessed Value: \$78,186.00

Exemptions: NONE

5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): **NONE**

Payment of any special liens/assessments imposed by City, County, and/or State.

Note: Escambia County and/or local municipalities may impose special liens/assessments. These liens/assessments are not discovered in a title search or shown above. These special assessments typically create a lien on real property. The entity that governs subject property must be contacted to verify payment status.



PROPERTY INFORMATION REPORT
3050 Concho Drive, Pensacola, Florida 32507 | Phone: 850-466-3077

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 06-1533-000 CERTIFICATE #: 2018-3015

THIS REPORT IS NOT TITLE INSURANCE. THE LIABILITY FOR ERRORS OR OMISSIONS IN THIS REPORT IS LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of record of the land described herein together with current and delinquent ad valorem tax information and a listing and copies of all open or unsatisfied leases, mortgages, judgments and encumbrances recorded in the Official Record Books of Escambia County, Florida that appear to encumber the title to said land as listed on page 2 herein. It is the responsibility of the party named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately.

This Report is subject to: Current year taxes; taxes and assessments due now or in subsequent years; oil, gas, and mineral or any subsurface rights of any kind or nature; easements, restrictions and covenants of record; encroachments, overlaps, boundary line disputes, and any other matters that would be disclosed by an accurate survey and inspection of the premises.

This Report does not insure or guarantee the validity or sufficiency of any document attached, nor is it to be considered a title insurance policy, an opinion of title, a guarantee of title, or as any other form of guarantee or warranty of title.

Use of the term "Report" herein refers to the Property Information Report and the documents attached hereto.

Period Searched: March 4, 2001 to and including March 4, 2021 Abstractor: Stacie Wright

BY

Michael A. Campbell,
As President
Dated: March 19, 2021