

# CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

0721-18

513  
R. 07/19

<b>Part 1: Tax Deed Application Information</b>					
Applicant Name Applicant Address	BUFFALO BILL LLC 1401 HWY A1A SUITE 202 VERO BEACH, FL 32963	Application date	Apr 28, 2020		
Property description	EQUITABLE INTEREST & INVESTMENT CORP 4490 NORTH W ST PENSACOLA, FL 32505 2829 HIDDEN SPRINGS DR LT 16 HIDDEN SPRINGS PB 13 P 91 OR 5690 P 1393	Certificate #	2018 / 5501		
		Date certificate issued	06/01/2018		
		Deed application number	2000545		
		Account number	10-1374-535		
<b>Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application</b>					
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)	
# 2018/5501	06/01/2018	240.63	12.03	252.66	
<b>→Part 2: Total*</b>				<b>252.66</b>	
<b>Part 3: Other Certificates Redeemed by Applicant (Other than County)</b>					
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)
# 2019/5297	06/01/2019	231.10	6.25	16.95	254.30
<b>Part 3: Total*</b>					<b>254.30</b>
<b>Part 4: Tax Collector Certified Amounts (Lines 1-7)</b>					
1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)					506.96
2. Delinquent taxes paid by the applicant					0.00
3. Current taxes paid by the applicant					185.27
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
<b>7. Total Paid (Lines 1-6)</b>					<b>1,067.23</b>
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:				<u>Escambia County</u> , Florida	
Signature, Tax Collector or Designee				Date <u>May 18th, 2020</u>	

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

<b>Part 5: Clerk of Court Certified Amounts (Lines 8-14)</b>	
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. <b>Total Paid (Lines 8-13)</b>	
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>07/06/2021</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.

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2000545

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,  
BUFFALO BILL LLC  
1401 HWY A1A SUITE 202  
VERO BEACH, FL 32963,

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
10-1374-535	2018/5501	06-01-2018	LT 16 HIDDEN SPRINGS PB 13 P 91 OR 5690 P 1393

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  
BUFFALO BILL LLC  
1401 HWY A1A SUITE 202  
VERO BEACH, FL 32963

04-28-2020  
Application Date

\_\_\_\_\_  
Applicant's signature



# Chris Jones Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

← Navigate Mode  Account  Reference →

Printer Friendly Version

<b>General Information</b> <b>Reference:</b> 372S31120000016 <b>Account:</b> 101374535 <b>Owners:</b> EQUITABLE INTEREST & INVESTMENT CORP <b>Mail:</b> 4490 NORTH W ST PENSACOLA, FL 32505 <b>Situs:</b> 2829 HIDDEN SPRINGS DR 32526 <b>Use Code:</b> VACANT RESIDENTIAL <b>Taxing Authority:</b> COUNTY MSTU <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a> Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector		<b>Assessments</b> <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2019</td> <td>\$12,000</td> <td>\$0</td> <td>\$12,000</td> <td>\$12,000</td> </tr> <tr> <td>2018</td> <td>\$12,000</td> <td>\$0</td> <td>\$12,000</td> <td>\$12,000</td> </tr> <tr> <td>2017</td> <td>\$12,350</td> <td>\$0</td> <td>\$12,350</td> <td>\$12,350</td> </tr> </tbody> </table> <p style="text-align: center;"><b>Disclaimer</b></p> <hr/> <p style="text-align: center;"><b>Tax Estimator</b></p> <hr/> <p style="text-align: center;">&gt; <b><u>File for New Homestead Exemption Online</u></b></p>		Year	Land	Imprv	Total	Cap Val	2019	\$12,000	\$0	\$12,000	\$12,000	2018	\$12,000	\$0	\$12,000	\$12,000	2017	\$12,350	\$0	\$12,350	\$12,350				
Year	Land	Imprv	Total	Cap Val																							
2019	\$12,000	\$0	\$12,000	\$12,000																							
2018	\$12,000	\$0	\$12,000	\$12,000																							
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<b>Sales Data</b> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>07/2005</td> <td>5690</td> <td>1393</td> <td>\$290,000</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>02/2005</td> <td>5589</td> <td>575</td> <td>\$96,000</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>11/2004</td> <td>5529</td> <td>1098</td> <td>\$96,000</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller		Sale Date	Book	Page	Value	Type	Official Records (New Window)	07/2005	5690	1393	\$290,000	WD	<a href="#">View Instr</a>	02/2005	5589	575	\$96,000	WD	<a href="#">View Instr</a>	11/2004	5529	1098	\$96,000	WD	<a href="#">View Instr</a>	<b>2019 Certified Roll Exemptions</b> None <hr/> <b>Legal Description</b> LT 16 HIDDEN SPRINGS PB 13 P 91 OR 5690 P 1393 <hr/> <b>Extra Features</b> None	
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07/2005	5690	1393	\$290,000	WD	<a href="#">View Instr</a>																						
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<b>Parcel Information</b> <b>Section Map Id:</b> 37-2S-31-1 <b>Approx. Acreage:</b> 0.0857 <b>Zoned:</b> HDR <b>Evacuation &amp; Flood Information</b> <a href="#">Open Report</a>		<a href="#">Launch Interactive Map</a>																									
<p style="text-align: center;"><a href="#">View Florida Department of Environmental Protection(DEP) Data</a></p>		<b>Buildings</b> Images None																									

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.

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **BUFFALO BILL LLC** holder of **Tax Certificate No. 05501**, 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:

**LT 16 HIDDEN SPRINGS PB 13 P 91 OR 5690 P 1393**

**SECTION 37, TOWNSHIP 2 S, RANGE 31 W**

**TAX ACCOUNT NUMBER 101374535 (0721-18)**

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

**EQUITABLE INTEREST & INVESTMENT CORP**

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** Tuesday in the month of July, which is the **6th day of July 2021**.

Dated this 7th day of July 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



# 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

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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, Florida Date <u>August 27th, 2020</u>		

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

<b>Part 5: Clerk of Court Certified Amounts (Lines 8-14)</b>	
8. Processing tax deed fee	
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16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>07/06/2021</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS + 6.75

**Tax Collector (complete Parts 1-4)**

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**Clerk of Court (complete Part 5)**

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

## 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 8327, Page 580, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 05501, issued the 1st day of June, A.D., 2018

TAX ACCOUNT NUMBER: 101374535 (0721-18)

DESCRIPTION OF PROPERTY:

**LT 16 HIDDEN SPRINGS PB 13 P 91 OR 5690 P 1393**

**SECTION 37, TOWNSHIP 2 S, RANGE 31 W**

NAME IN WHICH ASSESSED: EQUITABLE INTEREST & INVESTMENT CORP

Dated this 18th day of February 2021.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk



# Escambia County Receipt of Transaction

## Receipt # 2021011697

Cashiered by: mkj

Pam Childers  
Clerk of Court  
Escambia County, Florida

**Received From**

**EQUITABLE INTEREST & INVESTMENT**

**On Behalf Of:**

On: 2/19/21 8:17 am  
Transaction # 101550262

**CaseNumber 2018 TD 005501**

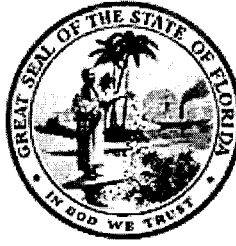
Fee Description	Fee	Prior Paid	Waived	Due	Paid	Balance
(RECORD2) RECORD FEE FIRST PAGE	10.00	10.00	0.00	0.00	0.00	0.00
(TAXDEED) TAX DEED CERTIFICATES	320.00	320.00	0.00	0.00	0.00	0.00
(TD70) ADVANCE PAY ONLINE AUCTION FEE	70.00	70.00	0.00	0.00	0.00	0.00
(TD4) PREPARE ANY INSTRUMENT	7.00	0.00	0.00	7.00	7.00	0.00
(TD4) PREPARE ANY INSTRUMENT	7.00	7.00	0.00	0.00	0.00	0.00
(TD10) TAX DEED APPLICATION	60.00	60.00	0.00	0.00	0.00	0.00
(TAXDEED) TAX DEED CERTIFICATES	1450.61	0.00	0.00	1450.61	1450.61	0.00
(RECORD2) RECORD FEE FIRST PAGE	10.00	0.00	0.00	10.00	10.00	0.00
<b>Total:</b>	<b>1934.61</b>	<b>467.00</b>	<b>0.00</b>	<b>1467.61</b>	<b>1467.61</b>	<b>0.00</b>

**Grand Total: 1934.61 467.00 0.00 1467.61 1467.61 0.00**

**PAYMENTS**

Payment Type	Reference	Amount	Refund	Overage	Change	Net Amount
CHECK	0725000429	1467.61	0.00	0.00	0.00	1467.61
CHKNAME: EQUITABLE INTEREST						
<b>Payments Total:</b>		<b>1467.61</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1467.61</b>

**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: 101374535 Certificate Number: 005501 of 2018**

**Payor: EQUITABLE INTEREST AND INVESTMENTS 4490 NORTH W ST PENSACOLA, FL 32505  
Date 02/18/2021**

Clerk's Check #	725000429	Clerk's Total	\$572.08
Tax Collector Check #	1	Tax Collector's Total	\$1,313.61
		Postage	\$60.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	<del>\$1,962.69</del> 1467.61

**PAM CHILDERS  
Clerk of the Circuit Court**

Received By: \_\_\_\_\_  
Deputy Clerk



**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 #: 10-1374-535 CERTIFICATE #: 2018-5501

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: April 11, 2001 to and including April 11, 2021 Abstractor: Vicki Campbell

BY

A handwritten signature in black ink, appearing to read "Michael A. Campbell", written over a horizontal line.

Michael A. Campbell,  
As President  
Dated: April 13, 2021

**PROPERTY INFORMATION REPORT**  
**CONTINUATION PAGE**

April 13, 2021

Tax Account #: 10-1374-535

1. The Grantee(s) of the last deed(s) of record is/are: **EQUITABLE INTEREST AND INVESTMENT CORPORATION, A FLORIDA CORPORATION**

**By Virtue of Warranty Deed recorded 7/28/2005 – OR 5690/1393**

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 Irene Trotter recorded 7/28/2005 OR 5690/1396**

4. Taxes:

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

**Tax Account #: 10-1374-535**

**Assessed Value: \$12,000**

**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): **HIDDEN SPRINGS HOMEOWNERS ASSOCIATION, INC.**

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.

**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:** JUL 6, 2021

**TAX ACCOUNT #:** 10-1374-535

**CERTIFICATE #:** 2018-5501

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

- Notify City of Pensacola, P.O. Box 12910, 32521
- Notify Escambia County, 190 Governmental Center, 32502
- Homestead for 2020 tax year.

**EQUITABLE INTEREST AND  
INVESTMENT CORPORATION**  
672 BRENT LANE  
PENSACOLA, FL 32503

**IRENE TROTTER**  
6243 PINE GROVE DRIVE  
POINT CLEAR, AL 36564

**EQUITABLE INTEREST AND  
INVESTMENT CORPORATION**  
C/O ROBERT KIMBALL  
2431 HWY 297A  
CANTONMENT, FL 32533

**HIDDEN SPRINGS HOMEOWNERS  
ASSOCIATION, INC.**  
C/O MICHAEL DUREN  
302 CONECUH STREET  
MILTON, FL 32570

Certified and delivered to Escambia County Tax Collector, this 13<sup>th</sup> day of April, 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**

**April 13, 2021**

**Tax Account #: 10-1374-535**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**LT 16 HIDDEN SPRINGS PB 13 P 91 OR 5690 P 1393**

**SECTION 37, TOWNSHIP 2 S, RANGE 31 W**

**TAX ACCOUNT NUMBER 10-1374-535 (0721-18)**

Recorded in Public Records 07/28/2005 at 10:25 AM OR Book 5690 Page 1393, Instrument #2005399929, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$27.00 Deed Stamps \$2030.00

Prepared by and return to:  
WILLIAM E. FARRINGTON, II  
Wilson, Harrell, Farrington & Ford, P.A.  
307 South Palafox Street  
Pensacola, Florida 32502  
WHSB&F# 1-40054

27.00  
2030.00

Parcel I.D. Number:

### WARRANTY DEED


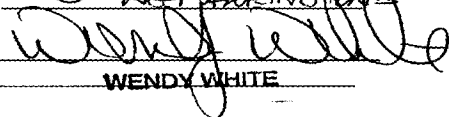
**KNOW ALL MEN BY THESE PRESENTS**, That **Martin Brothers LLC, a Florida Limited Liability Company**, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do/does hereby grant, bargain, sell, convey and warrant unto **Equitable Interest and Investment Corporation, a Florida Corporation**, whose address is 672 Brent Lane, Pensacola, FL 32503; Grantees, Grantee's heirs, executors, administrators and assigns, forever, the following described property, situated in the County of Escambia, State of Florida, to-wit:

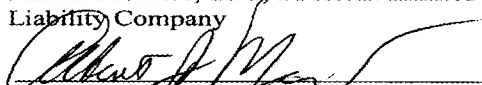
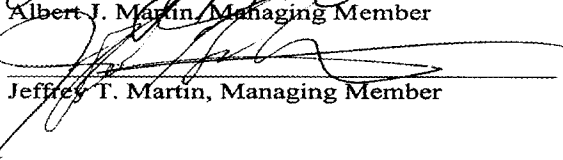
**See Attached Exhibit "A"**

and the Grantor does hereby fully warrant the title to said land and will defend the same against lawful claims of all persons whomsoever. Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to oil, gas and mineral reservations of record.

**IN WITNESS WHEREOF**, I have hereunto set my hand and seal this 1st Day of July, 2005.

Signed, Sealed and Delivered in the presence of:


Sign:   
Print: WILLIAM E. FARRINGTON, II  
Sign:   
Print: WENDY WHITE

Martin Brothers, LLC, a Florida Limited Liability Liability Company  
  
Albert J. Martin, Managing Member  
  
Jeffrey T. Martin, Managing Member

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st Day of July, 2005, by Albert J. Martin, Managing Member and Jeffrey T. Martin, Managing Member of **Martin Brothers LLC, a Florida Limited Liability Company**, who is/are personally known to me or who produced Dr Licenses as identification and did not take an oath.

WILLIAM E. FARRINGTON, II  
Notary Public - State of FL  
Comm. Exp. 11/01/06  
Comm. No. DD 140973

Sign:   
Print: \_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_

**EXHIBIT "A"****PARCEL A:**

**LOTS 5, 14, 15,16, 17, 18, 19, 20 AND 22, HIDDEN SPRINGS, A PLANNED UNIT DEVELOPMENT SUBDIVISION OF A PORTION OF THE JOSEPH POL GRANT, IN SECTION 37, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 13, PAGE 91, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY.**

**PARCEL B:**

**LOT 1, HIDDEN SPRINGS, A PLANNED UNIT DEVELOPMENT SUBDIVISION OF A PORTION OF THE JOSEPH POL GRANT, IN SECTION 37, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 13, PAGE 91, OF THE PUBLIC RECORDS OF SAID COUNTY.**

**PARCEL C:**

**LOT 4, HIDDEN SPRINGS, A PLANNED UNIT DEVELOPMENT SUBDIVISION OF A PORTION OF THE JOSEPH POL GRANT, IN SECTION 37, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 13, PAGE 91, OF THE PUBLIC RECORDS OF SAID COUNTY.**



**RESIDENTIAL SALES ABUTTING ROADWAY  
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances, Chapter 1-29.2, Article V, requires that this disclosure be attached, along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. NOTE: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the county of the veracity of any disclosure statement.

**NAME OF ROADWAY:** HIDDEN SPRINGS DRIVE

**LEGAL ADDRESS OF:** Hidden Springs Dr. Lots 5, 14, 15, 16, 17, 18, 19, 20, 22 in addition to 2853 and 2859 Hidden Springs Drive, Pensacola, FL 32506

The County ( **X** ) has accepted ( ) has not accepted the abutting roadway for maintenance.

This form completed by: WILSON, HARRELL, SMITH, BOLES & FARRINGTON, P.A.  
307 South Palafox Street  
Pensacola, Florida 32501

**AS TO SELLER(S):**  
Martin Brothers LLC, a Florida Limited Liability Company  
*[Signature]*  
Jeffrey T. Martin, Managing Member  
*[Signature]*  
Albert J. Martin, Managing Member

**WITNESSES TO SELLER(S):**  
*[Signature]*  
*[Signature]*  
Printed Name: William E. Farrington III  
*[Signature]*  
Printed Name: WENDY WHITE

**AS TO BUYER(S):**  
~~Equitable Interest and Investment Corporation, a Florida Corporation~~  
*[Signature]*  
Robert W. Kimball, President

**WITNESSES TO BUYER(S):**  
*[Signature]*  
Printed Name: Amanda N. Sorrells  
*[Signature]*  
Printed Name: Debra L. Lawrence

This form approved by the Escambia County Board of County Commissioners Effective: 4/15/95

Recorded in Public Records 07/28/2005 at 10:25 AM OR Book 5690 Page 1396, Instrument #2005399930, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$78.00 MTG Stamps \$1225.00 Int. Tax \$700.00

This instrument was prepared by:  
William E. Farrington, II  
After recording return to:  
Wilson, Harrell, Smith, Farrington & Ford P.A.  
307 South Palafox Street  
Pensacola, Florida 32502  
WHSFF# 1-40054

78.00  
700.00  
1225.00

**MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on this 1st day of July, 2005. The Mortgagor is **Equitable Interest and Investment Corporation**, ("Borrowers"). This Security Instrument is given to **Irene Trotter 6243 Pine Grove Drive, Point Clear, Alabama 36564** ("Lender"). Borrower owes Lender the principal sum of **Three Hundred Fifty Thousand and no/100-----**Dollars (U.S. \$350,000.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2005. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Escambia County, Florida:

See Attached Exhibit "A"

which has the address of : **Hidden Springs Drive, Pensacola, FL 32506** ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

**1. Payment of Principal and Interest; Prepayment and Late Charges:** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

**2. Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may,

at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

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

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

**5. Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, or condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payments, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrowing requesting payment.

**8. Mortgage Insurance.** If Lender required mortgage insurance of a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate

mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

**9. Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**10. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to take an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

**11. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sum secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of preclude the exercise of any right or remedy.

**12. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

**13. Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in

connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge of the Note.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Agreement; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and the address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do,

anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns or is notified by any governmental or regulatory authority, that any removal or any remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, material containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environment Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- Adjustable Rate Rider
- Condominium Rider
- 1-4 Family Rents Rider
- Graduated Payment Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Balloon Rider
- Rate Improvement Rider
- Second Home Rider
- V.A. Rider
- Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Sign: *Amanda Sorrells*  
Print: \_\_\_\_\_

*Robert W. Kimball* (Seal)  
By: Robert W. Kimball  
Its: President

Sign: *Wendy White*  
Print: WENDY WHITE

\_\_\_\_\_  
(Seal)

\_\_\_\_\_  
(Seal)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing was acknowledged before me on this the 1st day of July, 2005, by Robert W. Kimball, President of Equitable Interest and Investment Corporation who affirmed that he/she provided the above information and that the same is true and correct to the best of his/her knowledge and belief and who is personally known to me or who produced \_\_\_\_\_ as identification and who did take an oath.



Amanda N. Sorrells  
Commission #DD309031  
Expires: Apr 08, 2008  
Bonded Thru  
Atlantic Bonding Co., Inc.

Sign: *Amanda Sorrells*  
Print: \_\_\_\_\_  
NOTARY PUBLIC - STATE OF FLORIDA  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_



**EXHIBIT "A"****PARCEL A:**

**LOTS 5, 14, 15,16, 17, 18, 19, 20 AND 22, HIDDEN SPRINGS, A PLANNED UNIT DEVELOPMENT SUBDIVISION OF A PORTION OF THE JOSEPH POL GRANT, IN SECTION 37, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 13, PAGE 91, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY.**

**PARCEL B:**

**LOT 1, HIDDEN SPRINGS, A PLANNED UNIT DEVELOPMENT SUBDIVISION OF A PORTION OF THE JOSEPH POL GRANT, IN SECTION 37, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 13, PAGE 91, OF THE PUBLIC RECORDS OF SAID COUNTY.**

**PARCEL C:**

**LOT 4, HIDDEN SPRINGS, A PLANNED UNIT DEVELOPMENT SUBDIVISION OF A PORTION OF THE JOSEPH POL GRANT, IN SECTION 37, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 13, PAGE 91, OF THE PUBLIC RECORDS OF SAID COUNTY.**

**PROMISSORY NOTE**

THIS IS A BALLOON MORTGAGE AND THE FINAL PAYMENT OF THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$350,000.00 TOGETHER WITH ANY AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

**\$350,000.00**

July 1, 2005

FOR VALUE RECEIVED, the undersigned, promises to pay to **IRENE TROTTER** in the manner hereinafter specified, the principal sum of **THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00)** with interest from date at the rate of **TWELVE PERCENT (12.00%)**, per annum on the balance remaining unpaid. The said payments shall be payable in lawful money of the United States of America at 6243 Pine Grove Drive, Point Clear, Alabama 36564, or at such place as may hereafter be designated by written notice from the holder to the maker hereof, on the date and in the manner following:

Interest only payments in the amount of \$3,500.00 shall be made each month beginning on August 1, 2005 for 2 months. A Balloon payment of the principal amount of \$350,000.00 shall be due and payable October 1, 2005.

This note is not assumable without prior written consent of the Note Holder. If any payment is not paid within ten (10) days of that date it is due there shall be added to said payment a late charge of five percent (5.0%) of said payment amount.

If default be made in the payment of any of the principal sums or interest mentioned herein or in said mortgage, or in the performance of any of the agreements contained herein or in said mortgage, then the entire principal sum and accrued interest in any shall at the option of the holder hereof become at once due and collectible without notice, time being of the essence, and said principal sum and accrued interest shall both bear interest from such time until paid at the maximum rate the State of Florida allows. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Each person liable hereon whether maker or endorser, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if, after maturity of this note or default hereunder, or under said mortgage, counsel shall be employed to collect this note or to protect the security of said mortgage.

Whenever used herein, the terms "holder", "maker" and "payee" shall be construed in the singular or plural as the context may require or admit.

**MAKER'S ADDRESS:**

\_\_\_\_\_  
\_\_\_\_\_

**Equitable Interest and Investment Corporation**

 (SEAL)

**By: ROBERT KIMBALL**  
**ITS: PRESIDENT** (SEAL)



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## Detail by Entity Name

Florida Profit Corporation

EQUITABLE INTEREST AND INVESTMENT CORPORATION

### Filing Information

<b>Document Number</b>	P94000084032
<b>FEI/EIN Number</b>	59-3308413
<b>Date Filed</b>	11/14/1994
<b>State</b>	FL
<b>Status</b>	INACTIVE
<b>Last Event</b>	ADMIN DISSOLUTION FOR ANNUAL REPORT
<b>Event Date Filed</b>	09/26/2008
<b>Event Effective Date</b>	NONE

### Principal Address

ROBERT W. KIMBALL  
2431 HWY 297A  
CANTONMENT, FL 32533

Changed: 02/06/2006

### Mailing Address

ROBERT W. KIMBALL  
2431 HWY 297A  
CANTONMENT, FL 32533

Changed: 02/06/2006

### Registered Agent Name & Address

KIMBALL, ROBERT W  
ROBERT W. KIMBALL  
2431 HWY 297A  
CANTONMENT, FL FL

Address Changed: 02/06/2006

### Officer/Director Detail

#### **Name & Address**

Title PVTS

KIMBALL, ROBERT W

2431 HWY 297A  
CANTONMENT, FL 32533

**Annual Reports**

<b>Report Year</b>	<b>Filed Date</b>
2005	02/22/2005
2006	02/06/2006
2007	07/29/2007

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## Detail by Entity Name

Florida Not For Profit Corporation

HIDDEN SPRINGS HOMEOWNERS ASSOCIATION, INC.

### Filing Information

<b>Document Number</b>	N25854
<b>FEI/EIN Number</b>	59-2859144
<b>Date Filed</b>	04/11/1988
<b>State</b>	FL
<b>Status</b>	INACTIVE
<b>Last Event</b>	ADMIN DISSOLUTION FOR ANNUAL REPORT
<b>Event Date Filed</b>	08/25/1995
<b>Event Effective Date</b>	NONE

### Principal Address

% MICHAEL DUREN  
302 CONECUH STREET  
MILTON, FL 32570

### Mailing Address

% MICHAEL DUREN  
302 CONECUH STREET  
MILTON, FL 32570

### Registered Agent Name & Address

DUREN, ROY MICHAEL  
302 CONECUH STREET  
MILTON, FL 32570

### Officer/Director Detail

#### **Name & Address**

Title D

DUREN, ROY MICHAEL  
302 CONECUH STREET  
MILTON, FL

Title D

HICKS, STEVE  
2801 HIDDEN SPRINGS CIR

PENSACOLA, FL

Title D

BAILEY, LEON  
HWY 297 A  
PENSACOLA, FL

Annual Reports

<b>Report Year</b>	<b>Filed Date</b>
1992	08/10/1992
1993	06/07/1993
1994	05/01/1994

Document Images

**No images are available for this filing.**