

# CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

0421-49

513  
R. 07/19

<b>Part 1: Tax Deed Application Information</b>			
Applicant Name Applicant Address	TLOA OF FLORIDA LLC CAPITOL ONE BANK, C/O TLOA HOLDINGS, LLC PO BOX 54077 NEW ORLEANS, LA 70154-4077	Application date	Apr 21, 2020
Property description	ECHOLS ROBERT E JR & JAYME C 1011 E KATHLEEN AVE CANTONMENT, FL 32533 1011 KATHLEEN AVE LTS 10 & 11 LYNNWOOD PB 4 P 14 OR 3066 P 693	Certificate #	2018 / 6907
		Date certificate issued	06/01/2018
		Deed application number	2000403
		Account number	11-3538-500

<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)
# 2018/6907	06/01/2018	574.02	28.70	602.72
<b>→Part 2: Total*</b>				<b>602.72</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)
# 2019/6541	06/01/2019	597.35	6.25	29.87	633.47
<b>Part 3: Total*</b>					<b>633.47</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)	1,236.19
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	538.65
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. <b>Total Paid (Lines 1-6)</b>	<b>2,149.84</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:	Escambia County, Florida Date <u>May 4th, 2020</u>
Signature, Tax Collector or Designee	

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.	26974
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>4-5-21</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: 2000403

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,  
TLOA OF FLORIDA LLC  
CAPITOL ONE BANK, C/O TLOA HOLDINGS, LLC PO BOX 54077  
NEW ORLEANS, LA 70154-4077,

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
11-3538-500	2018/6907	06-01-2018	LTS 10 & 11 LYNNWOOD PB 4 P 14 OR 3066 P 693

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  
TLOA OF FLORIDA LLC  
CAPITOL ONE BANK, C/O TLOA HOLDINGS, LLC PO  
BOX 54077  
NEW ORLEANS, LA 70154-4077

04-21-2020  
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

<p><b>General Information</b></p> <p><b>Reference:</b> 141N316001000010  <b>Account:</b> 113538500  <b>Owners:</b> ECHOLS ROBERT E JR &amp; JAYME C  <b>Mail:</b> 1011 E KATHLEEN AVE          CANTONMENT, FL 32533  <b>Situs:</b> 1011 KATHLEEN AVE 32533  <b>Use Code:</b> SINGLE FAMILY RESID   <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</p>	<p><b>Assessments</b></p> <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>\$28,000</td> <td>\$42,685</td> <td>\$70,685</td> <td>\$53,947</td> </tr> <tr> <td>2018</td> <td>\$28,000</td> <td>\$41,630</td> <td>\$69,630</td> <td>\$52,942</td> </tr> <tr> <td>2017</td> <td>\$26,700</td> <td>\$38,172</td> <td>\$64,872</td> <td>\$51,854</td> </tr> </tbody> </table> <p style="text-align: center;"><b><u>Disclaimer</u></b></p> <hr/> <p style="text-align: center;"><b><u>Tax Estimator</u></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	\$28,000	\$42,685	\$70,685	\$53,947	2018	\$28,000	\$41,630	\$69,630	\$52,942	2017	\$26,700	\$38,172	\$64,872	\$51,854
Year	Land	Imprv	Total	Cap Val																	
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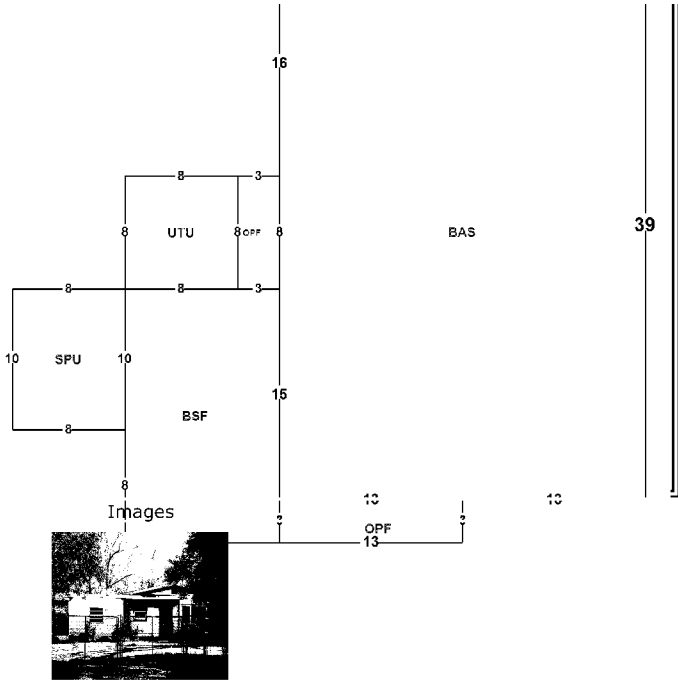
<p><b>Sales Data</b></p> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>09/1991</td> <td>3066</td> <td>693</td> <td>\$39,500</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> </tbody> </table> <p>Official Records Inquiry courtesy of Pam Childers          Escambia County Clerk of the Circuit Court and          Comptroller</p>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	09/1991	3066	693	\$39,500	WD	<a href="#">View Instr</a>	<p><b>2019 Certified Roll Exemptions</b>          HOMESTEAD EXEMPTION</p> <hr/> <p><b>Legal Description</b>          LTS 10 &amp; 11 LYNNWOOD PB 4 P 14 OR 3066 P 693</p> <hr/> <p><b>Extra Features</b>          BLOCK/BRICK BUILDING</p>
Sale Date	Book	Page	Value	Type	Official Records (New Window)								
09/1991	3066	693	\$39,500	WD	<a href="#">View Instr</a>								

<p><b>Parcel Information</b></p> <p><b>Section</b>  <b>Map Id:</b>          14-1N-31-3</p> <p><b>Approx. Acreage:</b>          0.7409</p> <p><b>Zoned:</b>           LDR</p> <p><b>Evacuation &amp; Flood Information</b>  <a href="#">Open Report</a></p>	<p><a href="#">Launch Interactive Map</a></p>
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[View Florida Department of Environmental Protection\(DEP\) Data](#)

<b>Buildings</b>	
Address:1011 KATHLEEN AVE, Year Built: 1957, Effective Year: 1957	
<p><b>Structural Elements</b>  <b>DECOR/MILLWORK-BELOW AVERAGE</b>  <b>DWELLING UNITS-1</b>  <b>EXTERIOR WALL-ALUMINUM SIDING</b>  <b>FLOOR COVER-CARPET</b>  <b>FOUNDATION-SLAB ON GRADE</b>  <b>HEAT/AIR-CENTRAL H/AC</b>  <b>INTERIOR WALL-DRYWALL-PLASTER</b>  <b>NO. PLUMBING FIXTURES-3</b>  <b>NO. STORIES-1</b>  <b>ROOF COVER-COMPOSITION SHG</b></p>	

**ROOF FRAMING-GABLE**  
**STORY HEIGHT-0**  
**STRUCTURAL FRAME-MASONRY**  
 P/L/STL  
 Areas - 1419 Total SF  
**BASE AREA - 1014**  
**BASE SEMI FIN - 198**  
**OPEN PORCH FIN - 63**  
**SCRN PORCH UNF - 80**  
**UTILITY UNF - 64**



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 **TLOA OF FLORIDA LLC CAPITOL ONE BANK C/O TLOA HOLDINGS LLC** holder of **Tax Certificate No. 06907**, 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 10 & 11 LYNNWOOD PB 4 P 14 OR 3066 P 693**

**SECTION 14, TOWNSHIP 1 N, RANGE 31 W**

**TAX ACCOUNT NUMBER 113538500 (0421-49)**

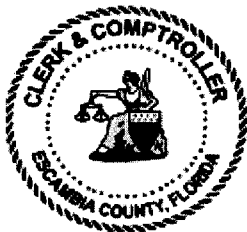
The assessment of the said property under the said certificate issued was in the name of

**ROBERT E ECHOLS JR and JAYME C ECHOLS**

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 April, which is the **5th** day of April 2021.

Dated this 12th day of May 2020.

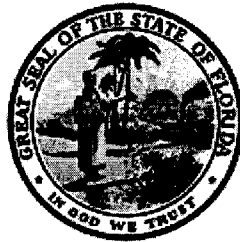
In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding 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

**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**

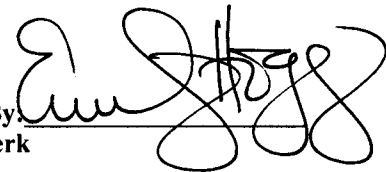
**Account: 113538500 Certificate Number: 006907 of 2018**

**Payor: ROBERT E ECHOLS JR 1011 E KATHLEEN AVE CANTONMENT, FL 32533 Date  
 08/03/2020**

Clerk's Check #	1	Clerk's Total	\$551.06 <sup>#2460.10</sup>
Tax Collector Check #	1	Tax Collector's Total	\$2,543.06
		Postage	\$60.00
		Researcher Copies	\$40.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	<del>\$3,211.12</del>

**\$2477.10**

**PAM CHILDERS  
 Clerk of the Circuit Court**

Received By:   
 Deputy Clerk

**PAM CHILDERS**  
 CLERK OF THE CIRCUIT COURT  
 ARCHIVES AND RECORDS  
 CHILDSUPPORT  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
 COUNTY CIVIL  
 COUNTY CRIMINAL  
 DOMESTIC RELATIONS  
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 PROBATE  
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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

**Case # 2018 TD 006907  
 Redeemed Date 08/03/2020**

**Name ROBERT E ECHOLS JR 1011 E KATHLEEN AVE CANTONMENT, FL 32533**

Clerk's Total = TAXDEED	\$551.06	<del>\$551.06</del> \$ 2460.10
Due Tax Collector = TAXDEED	\$2,543.06	
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
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**FINANCIAL SUMMARY**

No Information Available - See Dockets





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

**Tax Deed - Redemption Calculator**  
**Account: 113538500 Certificate Number: 006907 of 2018**

Redemption  No  
 Application Date   
 Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="04/05/2021"/>	Redemption Date <input type="text" value="08/03/2020"/>
Months	12	4
Tax Collector	<input type="text" value="\$2,149.84"/>	<input type="text" value="\$2,149.84"/>
Tax Collector Interest	\$386.97	\$128.99
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
<b>Total Tax Collector</b>	\$2,543.06	<u>\$2,285.08</u> 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	\$84.06	\$28.02
<b>Total Clerk</b>	\$551.06	<u>\$495.02</u> 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"/>
<b>Total Redemption Amount</b>	\$3,211.12	\$2,797.10
	Repayment Overpayment Refund Amount	\$414.02
Book/Page	<input type="text" value="8294"/>	<input type="text" value="941"/>

## 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 8294, Page 941, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 06907, issued the 1st day of June, A.D., 2018

TAX ACCOUNT NUMBER: 113538500 (0421-49)

DESCRIPTION OF PROPERTY:

LTS 10 & 11 LYNNWOOD PB 4 P 14 OR 3066 P 693

SECTION 14, TOWNSHIP 1 N, RANGE 31 W

NAME IN WHICH ASSESSED: ROBERT E ECHOLS JR and JAYME C ECHOLS

Dated this 3rd day of August 2020.



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

<b>Part 1: Tax Deed Application Information</b>					
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7. <b>Total Paid (Lines 1-6)</b>				<b>2,149.84</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, Florida</u>		
Signature, Tax Collector or Designee			Date <u>July 31st, 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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Sign here: _____ Date of sale <u>04/05/2021</u>	
Signature, Clerk of Court or Designee	

**INSTRUCTIONS** + 6.25

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

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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.

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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.



**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 #: 11-3538-500 CERTIFICATE #: 2018-6907

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: October 2, 1991 to and including January 12, 2021 Abstractor: Katrina Williams

BY

Michael A. Campbell,  
As President

Dated: January 18, 2021

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

1/15/2021

Tax Account #: 11-3538-500

1. The Grantee(s) of the last deed(s) of record is/are: **ROBERT E. ECHOLS, JR. AND JAYME C. ECHOLS**

**By Virtue of Warranty Deed recorded 10/2/1991 – OR 3066/693**

1. The land covered by this Report is: **See Attached Exhibit “A”**
2. The following unsatisfied mortgages, liens, and judgments affecting the land covered by this Report appear of record:
  - a. **Mortgage/Judgment/Lien/etc. in favor of GMAC Mortgage Corporation recorded 10/6/1998 - OR 4318/1328**

3. Taxes:

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

**Tax Account #: 11-3538-500**

**Assessed Value: \$ 55,187**

**Exemptions: HOMESTEAD**

4. 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.

**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:** APR 5, 2021

**TAX ACCOUNT #:** 11-3538-500

**CERTIFICATE #:** 2018-6907

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.

**ROBERT E. ECHOLS, JR. AND JAYME C. ECHOLS**  
1011 KATHLEEN AVE  
CANTONMENT, FL 32533

**GMAC MORTGAGE CORPORATION**  
100 WITMER ROAD  
PO BOX 963  
HORSHAM, PA 19044

**Certified and delivered to Escambia County Tax Collector, this 15 day of January, 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**

**January 15, 2021**

**Tax Account #: 11-3538-500**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**LTS 10 & 11 LYNNWOOD PB 4 P 14 OR 3066 P 693**

**SECTION 14, TOWNSHIP 1 N, RANGE 31 W**

**TAX ACCOUNT NUMBER 11-3538-500 (0421-49)**



Prepared By: VICKI S. DAVIS  
CHELSEA TITLE COMPANY  
312 S. Baylen St. Pensacola, FL 32501  
Incidental to the issuance of a title insurance policy.  
File No.: T-57232-C  
Parcel ID # 11-3537-000  
Grantee(s) SS # 263-94-3729, 593-40-8247

3066 693

23700

**WARRANTY DEED**  
(INDIVIDUAL)

This WARRANTY DEED, dated September 30, 1991 by  
BILLIE JUNE RAYBON, AN UNREMARKED WIDOW

whose post office address is  
P. O. BOX 472 GONZALEZ, FL 32560  
hereinafter called the GRANTOR, to  
ROBERT E. ECHOLS, JR. and JAYME C. ECHOLS, HUSBAND AND WIFE

whose post office address is  
1011 E. KATHLEEN AVENUE CANTONMENT, FL 32533  
hereinafter called the GRANTEE;

(Wherever 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.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alienes, releases, conveys and confirms unto the GRANTEE, all that certain land situate in ESCAMBIA County, Florida, viz:

Lots 10 and 11, LYNNWOOD, a subdivision of a portion of Section 14, Township 1 North, Range 31 West, according to Plat recorded in Plat Book 4 at Page 14 of the public records of said County,

D.S. PD. 23700  
DATE 10-2-91  
J.P.E.A. FLEWELL, COMPTROLLER  
BY: Vicki A. Davis  
CERT. NO. #59-2043320-27-01

FILED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA  
OCT 2 2 51 PM '91  
3066 693

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 1991 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

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

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

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whatsoever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN OUR PRESENCE:

*Billie June Raybon*  
BILLIE JUNE RAYBON

*Tom Rodgers*  
(Witness) Tom Rodgers

*Vicki A. Davis*  
(Witness) Vicki A. Davis

State of Florida  
County of ESCAMBIA

I am a notary public of the state of Florida, and my commission expires: 7/21/95

THE FOREGOING INSTRUMENT was acknowledged before me on September 30, 1991 by  
BILLIE JUNE RAYBON, AN UNREMARKED WIDOW

**VICKI A. DAVIS**  
NOTARY PUBLIC  
STATE OF FLORIDA  
My Commission Expires 7-21-95

*Vicki A. Davis*  
Vicki A. Davis  
Notary Public

RETURN TO: WILSON, HARRELL, SMITH, BOLES &  
FARRINGTON, P.A.  
✓ 307 S. PALAFOX STREET  
PENSACOLA, FL 32501  
WHS# 6013.26522

OR BK 4318 PG1328  
Escambia County, Florida  
INSTRUMENT 98-535263

MTS DOC STRIPS PR & ESC CD \$ 157.50  
10/06/98 ERNIE LEE WISNR, CLERK

INTRINSIC TAX PR & ESC CD \$ 90.00  
10/06/98 ERNIE LEE WISNR, CLERK

37.50  
157.50  
90.00

PREPARED BY: Annessa Whitson  
GMAC Mortgage Corporation  
2450 Buschwood Park  
Tampa, FL 33618

RETURN TO: GMAC Mortgage Corporation  
100 Witmer Road  
Horsham, PA 19044-3963

ATTN: Capital Markets

[Space Above This Line For Recording Data]

### MORTGAGE

LOAN NO: 499612605

THIS MORTGAGE ("Security Instrument") is given on September 23, 1998. The mortgagor is Robert E. Echols, Jr., a married man, joined by his wife JAYNE C. ECHOLS

("Borrower"). This Security Instrument is given to  
GMAC Mortgage Corporation

which is organized and existing under the laws of Pennsylvania, and whose address is 100 Witmer Road, P.O. Box 963, Horsham, PA 19044

("Lender"). Borrower owes Lender the principal sum of  
Forty Five Thousand and 00/100  
Dollars (U.S. \$ 45,000.00).

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, 2013.

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 Schedule A attached hereto and made a part hereof.

which has the address of 1011 Kathleen Avenue, Cantonment, Florida 32533 ("Property Address");  
[Street, City, State, Zip Code]

FLORIDA - Single Family FNMA/FHLMC UNIFORM INSTRUMENT

GMACM - CMS.0008 FL (9402) Form 3010 9/90

Page 1 of 7 Initials: RE

49450139

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.

LOAN NO: 499612504

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 30 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 in 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, for 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 payment, 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 Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as 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

LOAN NO: 499612604

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 condemnor offers to make 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 sums 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 or 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 under 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 Instrument; 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 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 other 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, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental 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.

*[Handwritten initials]*

LCAN NO: 499612604

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)]

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> V.A. Rider              | <input type="checkbox"/> 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.  
Signed, sealed and delivered in the presence of:

William E. Jamison II  
WITNESS: William E. Jamison II

Jayne C. Echols  
WITNESS: Jayne C. Echols

Robert E. Echols, Jr. (Seal)  
Robert E Echols, Jr  
1015 Kathleen Avenue  
Cantonment, FL 32533

Jayne C. Echols (Seal)  
JAYME C. ECHOLS  
Borrower

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

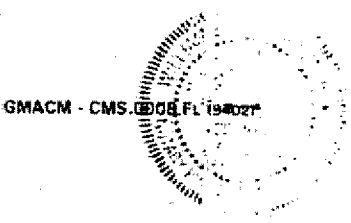
\_\_\_\_\_  
(Seal)  
Borrower

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of September 1998 by Robert E. Echols, Jr, a married man, JOINED BY HIS WIFE JAYME C. ECHOLS

who is personally known to me or who has produced JAYME C. ECHOLS as identification and who did take an oath.

NOTARY PUBLIC  
William E. Jamison II  
My Commission Expires: 11-1-98





DR BK 4318 PG1335  
Escambia County, Florida  
INSTRUMENT 98-535263

RCD Oct 06, 1998 10:39 am  
Escambia County, Florida

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 98-535263

EXHIBIT "A"

LOTS 10 AND 11, LYNNWOOD, A SUBDIVISION OF A PORTION OF SECTION 14,  
TOWNSHIP 1 NORTH, RANGE 31 WEST, ACCORDING TO PLAT RECORDED IN PLAT  
BOOK 4 AT PAGE 14 OF THE PUBLIC RECORDS OF SAID COUNTY.