

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2000289

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

ATCF II FLORIDA-A, LLC  
PO BOX 54972  
NEW ORLEANS, LA 70154,

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
13-1242-170	2018/7968	06-01-2018	BEG AT SE COR LT 25 N 150 FT W 30 FT N 20 FT W 70 FT S 170 FT E ALG N SIDE GADSDEN ST 100 FT TO POB AND N 3 FT OF S 23 FT OF LT 14 BLK 32 BELMONT TRACT OR 6890 P 449 CA 77

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  
ATCF II FLORIDA-A, LLC  
PO BOX 54972  
NEW ORLEANS, LA 70154

04-07-2020  
Application Date

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



<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>03/01/2021</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.

BEG AT SE COR LT 25 N 150 FT W 30 FT N 20 FT W 70 FT S 170 FT E ALG N SIDE GADSDEN ST 100 FT TO POB AND N 3 FT OF S 23 FT OF LT 14 BLK 32 BELMONT TRACT OR 6890 P 449 CA 77



# CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

513  
R. 07/19

0321-29

## Part 1: Tax Deed Application Information

Applicant Name Applicant Address	ATCF II FLORIDA-A, LLC PO BOX 54972 NEW ORLEANS, LA 70154	Application date	Apr 07, 2020
Property description	CHURCH GENE 2 PORTOFINO DR STE 1704 PENSACOLA BEACH, FL 32561 14 W GADSDEN ST BEG AT SE COR LT 25 N 150 FT W 30 FT N 20 FT W 70 FT S 170 FT E ALG N SIDE GADSDEN ST 100 FT TO POB (Full legal attached.)	Certificate #	2018 / 7968
		Date certificate issued	06/01/2018
		Deed application number	2000289
		Account number	13-1242-170

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

Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2018/7968	06/01/2018	7,416.48	370.82	7,787.30
<b>→ Part 2: Total*</b>				<b>7,787.30</b>


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

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

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	7,787.30
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
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>8,162.30</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:  Signature, Tax Collector or Designee	Escambia County, Florida Date <u>April 16th, 2020</u>
--	--

*Send this certification to the Clerk of Court by 30 days after the date signed. See Instructions on Page 2*



**EXTERIOR WALL-SIDING-LAP.AAVG**  
**FLOOR COVER-HARDWOOD/PARQET**  
**FOUNDATION-WOOD/NO SUB FLR**  
**HEAT/AIR-CENTRAL H/AC**  
**INTERIOR WALL-DRYWALL-PLASTER**  
**NO. PLUMBING FIXTURES-15**  
**NO. STORIES-2**  
**ROOF COVER-DIMEN/ARCH SHNG**  
**ROOF FRAMING-EXTR COMBO DESI**  
**STORY HEIGHT-0**  
**STRUCTURAL FRAME-WOOD FRAME**

 Areas - 7492 Total SF

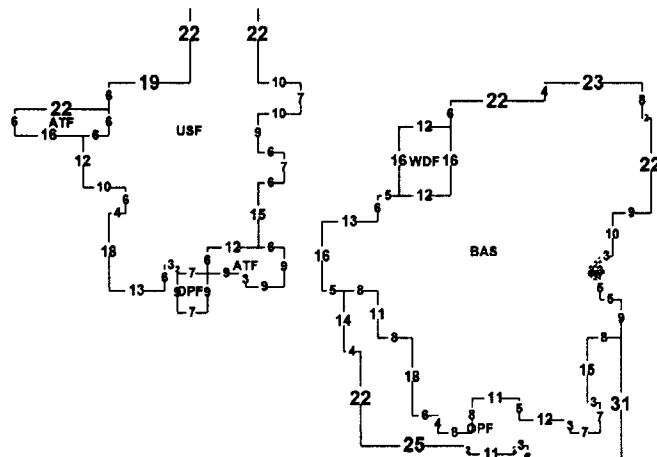
**ATTIC FIN - 267**

**BASE AREA - 3934**

**OPEN PORCH FIN - 1073**

**UPPER STORY FIN - 2026**

**WOOD DECK FIN - 192**



Images



2/9/16

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated: 04/20/2020 (tc.3447)



Chris Jones  
Escambia County Property Appraiser

## Sale List

◀ **Navigate Mode** ☒ **Account** ☐ **Reference** ▶

**Printer Friendly Version**

## Assessments

Year	Land	Imprv	Total	Cap Val
2019	\$107,350	\$343,153	\$450,503	\$412,804
2018	\$107,350	\$328,855	\$436,205	\$375,277
2017	\$107,350	\$309,791	\$417,141	\$341,161

## Disclaimer

## Tax Estimator

➤ **File for New Homestead Exemption Online**

**MLS Listing #534845**

Sale Date	Book	Page	Value	Type	Official Records (New Window)
07/26/2012	6890	449	\$182,100	WD	<a href="#">View Instr</a>
03/23/2012	6848	1806	\$100	WD	<a href="#">View Instr</a>
02/15/2012	6821	276	\$320,000	CT	<a href="#">View Instr</a>
05/2003	5154	1705	\$335,000	WD	<a href="#">View Instr</a>
01/2001	4680	1871	\$100	QC	<a href="#">View Instr</a>
10/1998	4329	1150	\$100	OT	<a href="#">View Instr</a>
02/1996	3937	926	\$100	WD	<a href="#">View Instr</a>

## 2019 Certified Roll Exemptions

None

### Legal Description

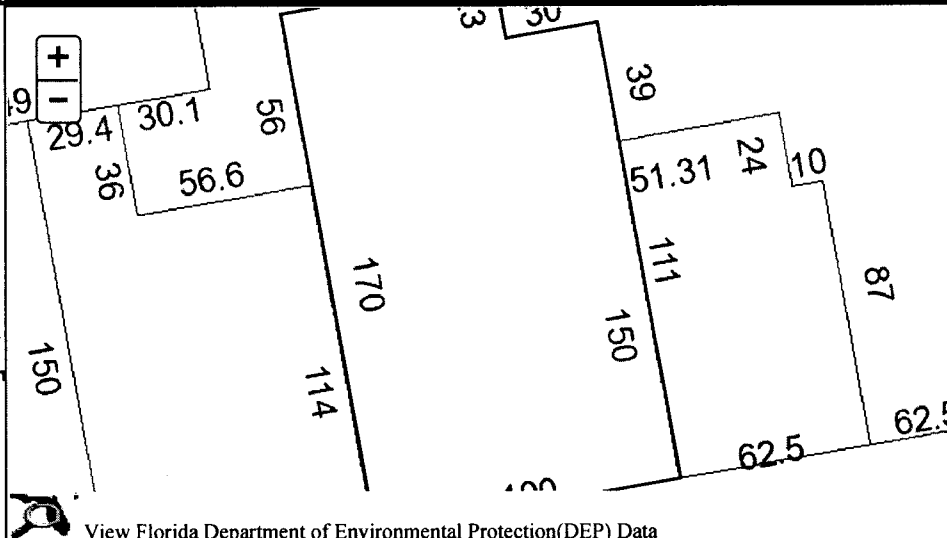
BEG AT SE COR LT 25 N 150 FT W 30 FT N 20 FT W 70 FT S 170 FT E ALG N SIDE GADSDEN ST 100 FT TO POB AND N 3 FT OF S...

### Extra Features

None

**Launch Interactive Map**

**Evacuation  
& Flood  
Information  
Open Report**



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

## Buildings

Address: 14 W GADSDEN ST, Year Built: 1900, Effective Year: 1960

## Structural Elements

**DECOR/MILLWORK-ABOVE AVERAGE  
DWELLING UNITS-1**



## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ATCF II FLORIDA-A LLC holder of Tax Certificate No. 07968, 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:

BEG AT SE COR LT 25 N 150 FT W 30 FT N 20 FT W 70 FT S 170 FT E ALG N SIDE GADSDEN ST 100 FT TO POB AND N 3 FT OF S 23 FT OF LT 14 BLK 32 BELMONT TRACT OR 6890 P 449 CA 77

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 131242170 (0321-29)

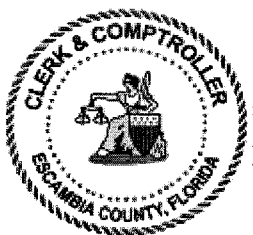
The assessment of the said property under the said certificate issued was in the name of

**GENE CHURCH**

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 March, which is the **1st** day of **March 2021**.

Dated this 23rd day of April 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.

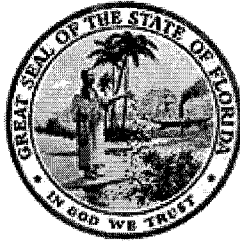


PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

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: 131242170 Certificate Number: 007968 of 2018**

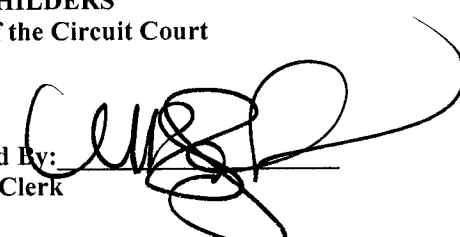
**Payor: GENE CHURCH 2 PORTOFINO DR STE 1704 PENSACOLA BEACH, FL 32561      Date  
04/23/2020**

Clerk's Check #                      1000261833  
Tax Collector Check #              1

Clerk's Total	\$544.06
Tax Collector's Total	\$9,515.33
Postage	\$60.00
Researcher Copies	\$0.00
Recording	\$10.00
Prep Fee	\$7.00
Total Received	<del>\$10,136.39</del>

**Redeemed \$ 8,332.55**

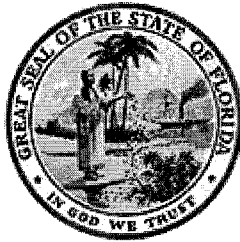
**PAM CHILDERS  
Clerk of the Circuit Court**

Received By:   
Deputy Clerk

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



**PAM CHILDERS**  
 CLERK OF THE CIRCUIT COURT  
 ARCHIVES AND RECORDS  
 CHILDSUPPORT  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
 COUNTY CIVIL  
 COUNTY CRIMINAL  
 DOMESTIC RELATIONS  
 FAMILY LAW  
 JURY ASSEMBLY  
 JUVENILE  
 MENTAL HEALTH  
 MIS  
 OPERATIONAL SERVICES  
 PROBATE  
 TRAFFIC



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

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

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

**Case # 2018 TD 007968  
 Redeemed Date 04/23/2020**

**Name** GENE CHURCH 2 PORTOFINO DR STE 1704 PENSACOLA BEACH, FL 32561

Clerk's Total = TAXDEED	\$544.06
Due Tax Collector = TAXDEED	\$9,515.33
Postage = TD2	\$60.00
ResearcherCopies = TD6	\$0.00
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



## 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 8284, Page 919, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 07968, issued the 1st day of June, A.D., 2018

TAX ACCOUNT NUMBER: 131242170 (0321-29)

### DESCRIPTION OF PROPERTY:

BEG AT SE COR LT 25 N 150 FT W 30 FT N 20 FT W 70 FT S 170 FT E ALG N SIDE GADSDEN  
ST 100 FT TO POB AND N 3 FT OF S 23 FT OF LT 14 BLK 32 BELMONT TRACT OR 6890 P 449  
CA 77

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

NAME IN WHICH ASSESSED: GENE CHURCH

Dated this 23rd day of April 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

Part 1: Tax Deed Application Information					
Applicant Name Applicant Address	ATCF II FLORIDA-A, LLC PO BOX 69239 BALTIMORE, MD 21264-9239		Application date	Apr 07, 2020	
Property description	CHURCH GENE 2 PORTOFINO DR STE 1704 PENSACOLA BEACH, FL 32561 14 W GADSDEN ST 13-1242-170 BEG AT SE COR LT 25 N 150 FT W 30 FT N 20 FT W 70 FT S 170 FT E ALG N SIDE GADSDEN ST 100 FT TO POB (Full legal attached.)		Certificate #	2018 / 7968	
			Date certificate issued	06/01/2018	
Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application					
Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)	
# 2018/7968	06/01/2018	7,416.48	370.82	7,787.30	
→Part 2: Total*				7,787.30	
Part 3: Other Certificates Redeemed by Applicant (Other than County)					
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# /					
Part 3: Total*					0.00
Part 4: Tax Collector Certified Amounts (Lines 1-7)					
1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)					7,787.30
2. Delinquent taxes paid by the applicant					0.00
3. Current taxes paid by the applicant					0.00
4. Property information report fee					200.00
5. Tax deed application fee					175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)					0.00
7. Total Paid (Lines 1-6)					8,162.30
I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.					
Sign here:			Escambia, Florida Date July 31st, 2020		

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. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>03/01/2021</u> Signature, Clerk of Court or Designee	

**INSTRUCTIONS**

+ 6.25

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BEG AT SE COR LT 25 N 150 FT W 30 FT N 20 FT W 70 FT S 170 FT E ALG N SIDE GADSDEN ST 100 FT TO POB AND N 3 FT OF S 23 FT OF LT 14 BLK 32 BELMONT TRACT OR 6890 P 449 CA 77





**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 #: 13-1242-170 CERTIFICATE #: 2018-7968

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: December 26, 2000 to and including December 26, 2020 Abstractor: Vicki Campbell

BY

Michael A. Campbell,  
As President

Dated: December 28, 2020



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

December 28, 2020

Tax Account #: 13-1242-170

1. The Grantee(s) of the last deed(s) of record is/are: **GENE CHURCH**  
**By Virtue of Warranty Deed recorded 8/1/2012 – OR 6890/449**
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 Coastal Bank and Trust DIV Synovus Bank recorded 4/11/2013 – OR 7000/1813**
4. Taxes:  
**Taxes for the year(s) 2017 are delinquent.**  
**Tax Account #: 13-1242-170**  
**Assessed Value: \$ 474,332**  
**Exemptions: NONE**
5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): **NONE**

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

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



**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:** MAR 1, 2021

**TAX ACCOUNT #:** 13-1242-170

**CERTIFICATE #:** 2018-7968

In compliance with Section 197.522, Florida Statutes, the following is a list of names and addresses of those persons, firms, and/or agencies having legal interest in or claim against the above-described property. The above-referenced tax sale certificate is being submitted as proper notification of tax deed sale.

**YES    NO**

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

**GENE CHURCH**  
**2 PORTOFINO DR., STE 1704**  
**PENSACOLA BEACH, FL 32561**

**COASTAL BK & TRUST DIV**  
**SYNOVUS BANK**  
**1148 BROADWAY**  
**COLUMBUS, GA 31901**

**GENE CHURCH**  
**14 W. GADSDEN ST.**  
**PENSACOLA, FL 32501**

**Certified and delivered to Escambia County Tax Collector, this 28<sup>th</sup> day of December, 2020.**

**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**

**December 28, 2020**

**Tax Account #: 13-1242-170**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**BEG AT SE COR LT 25 N 150 FT W 30 FT N 20 FT W 70 FT S 170 FT E ALG N SIDE GADSDEN ST  
100 FT TO POB AND N 3 FT OF S 23 FT OF LT 14 BLK 32 BELMONT TRACT OR 6890 P 449 CA 77**

**SECTION 00, TOWNSHIP 0 S, RANGE 00 W**

**TAX ACCOUNT NUMBER 13-1242-170 (0321-29)**



Recorded in Public Records 08/01/2012 at 03:36 PM OR Book 6890 Page 449,  
Instrument #2012059402, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$27.00 Deed Stamps \$1274.70

Prepared by/Return to:  
Ronald R. Wolfe & Associates, P.L.  
Jonathan Mesker  
4921 Memorial Highway, Suite 100  
Tampa, Florida 33634  
File Number: R12026913  
\$182,001.00

(Space Above This Line For Recording Data)

## Special Warranty Deed

This Special Warranty Deed made this 26th day of July, 2012, between Federal Home Loan Mortgage Corporation whose post office address is 5000 Plano Parkway, Carrollton, TX, 75010, grantor, and Gene Church, a married person, whose post office address is 2 Portofino Drive Suite 1704, Pensacola Beach, FL 32561, grantee:

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

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

COMMENCING AT THE SOUTHEAST CORNER OF LOT 25, THENCE NORTH 150 FEET; THENCE WEST 30 FEET; THENCE NORTH 20 FEET; THENCE WEST 70 FEET; THENCE SOUTH 170 FEET; THENCE EAST ALONG THE NORTH SIDE OF GADSDEN STREET 100 FEET TO THE POINT OF BEGINNING; ALL BEING IN BLOCK 32 OF THE BELMONT TRACT IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN THE YEAR 1906.

ALSO:

THE NORTH 3 FEET OF THE SOUTH 23 FEET OF LOT 14 IN BLOCK 32 OF THE BELMONT TRACT IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN THE YEAR 1906.

Parcel Identification Number: 000S009010124032

This deed is being executed by virtue of a power of attorney recorded on May 31<sup>st</sup>, 2012, in Official Records Book 21152, Pages 440-443, of the Public Records of Hillsborough County, Florida.

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 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 claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year shown in the acknowledgement below.

Signed, sealed and delivered in our presence:

[Signature]  
Witness Name: Diane E. Helvey  
[Signature]  
Witness Name: Shara Wilmoth

Federal Home Loan Mortgage Corporation  
By Ronald R. Wolfe & Associates, P.L.,  
as attorney in fact

By: [Signature]  
Tina Workman  
Its authorized signor

State of Florida  
County of Hillsborough

The foregoing instrument was acknowledged before me this 26th day of July, 2012, by Tina Workman, as Authorized Signor of the Ronald R. Wolfe & Associates, P.L., on behalf of the corporation, who ( / ) is/are personally known to me or ( ) has/have produced \_\_\_\_\_ as identification.



Notary Public

Printed Name: Diane E. Helvey

My Commission Expires: \_\_\_\_\_



**Ronald R. Wolfe & Associates, P.L.****Corporate Resolution**

It is hereby resolved this 1<sup>st</sup> day of June, 2012 that the following individuals are authorized to sign as Attorney-in-Fact for Federal Home Loan Mortgage Corporation under the Limited Power of Attorney recorded on May 31, 2012 in Official Records Book 21152, Page 440-443, in the Public Records of Hillsborough County, Florida.

NANCY A. JONES  
JUDY KANE  
CHRISTIE ROONEY  
MELISSA J. NUNLEY  
BETTY L. GUEST  
COLLEEN E. LEHMANN

REBECCA M. DALY  
ANDREA SOMERS  
HENRY DINNAN  
TINA WORKMAN  
JONATHAN W. MESKER

It is further resolved that any signatories in the past that may have varied from this procedure are hereby ratified, nunc pro tunc, and have authority by the firm to execute said documents.

WITNESS MY HAND AND SEAL OF OFFICE THIS 1<sup>st</sup> DAY OF JUNE, 2012.

  
\_\_\_\_\_  
Ronald R. Wolfe, Vice President



BK: 6890 PG: 451 Last Page

File #: R12026913

**Abutting Roadway Maintenance**

**ATTENTION:** Pursuant to Escambia County 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, and if not, what person or entity will be responsible for maintenance of any roadway that has not been built or improved to meet county standards. Escambia County Code Ordinances Chapter 1-29.2, Article V, requires 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 of filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway: 14 West Gadsden Street, Pensacola, FL, 32501

THE COUNTY ( ) HAS ACCEPTED ( ) HAS NOT ACCEPTED THE ABUTTING ROADWAY FOR MAINTENANCE.

If not, it will be the responsibility of \_\_\_\_\_ to maintain, repair and improve the road.

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

Signed, sealed and delivered in our presence:

Buyer(s):

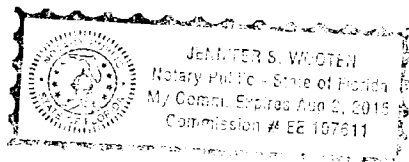
Jennifer S. Wooten  
 Witness Printed Name: Jennifer S. Wooten

Gene Church  
 Gene Church

Michael J. Hyder  
 Witness Printed Name: MICHAEL J HYDER

State of FloridaCounty of Escambia

The foregoing instrument was acknowledged before me this 27 day of July, 2012 by Gene Church and, who is ( ) personally known to me or ( ☒ ) has produced FL DL as identification.



Jennifer S. Wooten  
 Notary Public  
 Printed Name: Jennifers. wooten  
 My Commission Expires: 8-2-2015



Recorded in Public Records 04/11/2013 at 03:13 PM OR Book 7000 Page 1813,  
Instrument #2013025467, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$52.50 MTG Stamps \$1290.10 Int. Tax \$737.18

RETURN TO:  
SYNOVUS ATLANTA LOAN OPERATIONS  
1750 FOUNDERS PKWY STE 150  
ALPHARETTA, GA 30009

### HOME EQUITY LINE OF CREDIT MORTGAGE

Mortgagor(s) (last name(s) first):  
CHURCH, GENE, A MARRIED MAN  
CHURCH, JEANIENE, A MARRIED WOMAN

Mortgagee:  
COASTAL BK & TRUST DIV  
SYNOVUS BANK  
1148 BROADWAY  
COLUMBUS GA 31901

Mailing Address:  
14 W GADSDEN ST  
PENSACOLA FL 32501-3908

*This instrument was prepared by:*  
COASTAL BK & TRUST DIV  
SYNOVUS BANK  
1148 BROADWAY  
COLUMBUS GA 31901

**Know All Men By These Presents: That Whereas** GENE CHURCH, A MARRIED MAN  
JEANIENE CHURCH, A MARRIED WOMAN  
(whether one or more, hereinafter called the "Borrower") has/have become justly indebted to COASTAL BK & TRUST DIV  
SYNOVUS BANK with offices in COLUMBUS, GEORGIA,  
(together with its successors and assigns, hereinafter called "Mortgagee") pursuant to an open-end line of credit as  
evidenced by that certain Home Equity Line of Credit Agreement (the "Agreement"), of even date herewith, entered into by  
and between the Borrower and Mortgagee, the terms and conditions of which are hereby incorporated by this reference.

This conveyance is intended to be and is a real property mortgage (hereinafter called this "mortgage") and a "Security Agreement" governed by the laws of the State of Florida concerning mortgages and the Uniform Commercial Code as adopted in Florida, and is intended to secure the payment of the following (the "Secured Indebtedness"):

A. An initial advance in the sum of \*\*THREE HUNDRED SIXTY EIGHT THOUSAND FIVE HUNDRED NINETY AND 00/100TH\*\* DOLLARS  
(\$ 368,590.00 ) made by Mortgagee pursuant to the terms, provisions and conditions set forth in the Agreement,  
together with any and all renewals, extensions, modifications, consolidations and extensions thereof;

B. Such future or additional advances as may be made by Mortgagee at the option of Mortgagee to the Mortgagor;  
provided that, notwithstanding the foregoing, the maximum unpaid principal indebtedness secured hereby shall not exceed at  
any one time the sum of \*\*SEVEN HUNDRED THIRTY SEVEN THOUSAND ONE HUNDRED EIGHTY AND 00/100TH\*\* DOLLARS  
(\$ 737,180.00 ) (the "Credit Limit"); and provided, further, that all such advances, notes, claims, demands or  
liabilities and obligations secured hereby be incurred or arise or come into existence either on or prior to the date of this  
mortgage, or on or before twenty (20) years after the date of this mortgage or within such lesser period of time as may  
hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such advances, notes,  
claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable  
consideration. The Mortgagor hereby waives, on behalf of himself/herself and his/her successors and assigns, the right to  
file for record a notice limiting the maximum principal amount which may be secured by this mortgage as provided for in  
Florida Statute 697.04(1)(b).

NOW, THEREFORE, in consideration of the premises, and in order to secure the payment of said indebtedness and  
any and all future advances made pursuant to the Agreement and any renewals or extensions thereof and the interest and any  
other finance charges thereon, and all other indebtedness (including future advances) now or hereafter owed by any of the  
above-named Borrowers to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or

216 9097



BK: 7000 PG: 1814

absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned GENE CHURCH, A MARRIED MAN  
JEANIENE CHURCH, A MARRIED WOMAN

(whether one or more, hereinafter called "Mortgagors") do hereby assign, grant, bargain, sell and convey unto Mortgagee the following described real property situated in ESCAMBIA County, State of Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE.

together with all rents and other revenues thereof and all rights (including riparian rights), privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, smoke, fire, and intrusion detection devices, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property."

(Complete if applicable) This mortgage is junior and subordinate to that certain mortgage dated \_\_\_\_\_, \_\_\_\_\_, and recorded in the Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, Public Records of \_\_\_\_\_ County, Florida.

Mortgagors authorized the holder of any senior mortgage encumbering the mortgaged property to disclose to Mortgagee from time to time the following information: (a) the amount of indebtedness secured by such mortgage; (b) the amount of such indebtedness that is unpaid; (c) whether any amount owed on indebtedness is or has been in arrears; (d) whether there is or has been any default with respect to such mortgage or the indebtedness secured thereby; and (e) any other information regarding such mortgage or the indebtedness secured thereby which Mortgagee may request from time to time.

To Have And To Hold the same and every part thereof unto Mortgagee, its successors and assigns forever.

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including future advances), Mortgagors hereby assign and transfer to Mortgagee, and grant to Mortgagee a security interest in, all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagors, or any of them, located, whether permanently or temporarily, on the mortgaged property, and all building materials, household appliances, equipment, fixtures and fittings now owned or hereafter acquired by Mortgagors, or any of them, located or stored on any other real property, which are or shall be purchased by Mortgagors, or any of them, for the purpose, or with the intention, of making improvements on the mortgaged property or to the premises located on said property. The personal property herein transferred includes, without limitation, all lumber, bricks, building stones, building blocks, sand, cement roofing, materials, paint, doors, windows, storm doors, storm windows, nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating and air-conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building materials, equipment and appliances of every kind and character used or useful in connection with improvements to real property.

For the purpose of further securing the payment of said indebtedness Mortgagors warrant, covenant and agree with Mortgagee, its successors and assigns, as follows:

1. That they are lawfully seized in fee and possessed of the mortgaged property and have a good right to convey the same as aforesaid, and they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

2. That they will pay when due all taxes, assessments, or other liens or mortgages taking priority over this mortgage, and should default be made in the payment of the same, or any part thereof, Mortgagee may pay the same (but Mortgagee is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Mortgagors shall perform all of Mortgagors' obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. Should Mortgagors default in any of such obligations, Mortgagee may perform Mortgagors' obligations (but Mortgagee is not obligated to do so).

3. That they will keep the buildings on the mortgaged property continuously insured in such amounts, in such manner and with such companies as may be satisfactory to Mortgagee against loss by fire (including so-called extended coverage),



wind and such other hazards (including flood and water damage) as Mortgagee may specify from time to time, with loss, if any, payable to Mortgagee under a mortgagee's loss payable clause acceptable to Mortgagee, and will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and will pay the premiums therefor as the same become due. Mortgagors shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Mortgagors or through an existing policy. Mortgagee may, for reasonable cause, refuse to accept any policy of insurance obtained by Mortgagors. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damage to the mortgaged property from any cause whatsoever. If Mortgagors fail to keep said property insured as above specified, Mortgagee may insure said property (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind and other hazards for the benefit of Mortgagors and Mortgagee or for the benefit of Mortgagee alone, at Mortgagee's election. The proceeds of such insurance shall be paid by the insurer to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Mortgagors any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Said insurance proceeds, if collected, may be credited on the indebtedness secured by this mortgage, less costs of collection, or may be used in repairing or reconstructing the premises on the mortgaged property, at Mortgagee's election. Any application of the insurance proceeds to repairing or reconstructing the premises on the mortgaged property shall not extend or postpone the due date of any installment payments of the indebtedness hereby secured or reduce the amount of such installments.

4. That commencing upon written request by Mortgagee and continuing until the indebtedness secured hereby is paid in full, Mortgagors will pay to Mortgagee concurrently with, and on the due dates of, payments on the indebtedness hereby secured a sum equal to the ground rents, if any, next due on the mortgaged property, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus water rents, fire district charges, taxes and assessments next due on the mortgaged property (all as estimated by Mortgagee), less any sums already paid to Mortgagee therefor, divided by the number of months or other payment periods to elapse before one month or payment period prior to the date when such ground rents, premiums, water rents, fire district charges, taxes and assessments will become due, plus up to the maximum cushion allowed under the federal Real Estate Settlement Procedures Act, such sums to be held by Mortgagee in trust, to pay said ground rents, premiums, water rents, fire district charges, taxes and assessments. All payments mentioned in the preceding sentence and the payments to be made on the indebtedness secured hereby shall be added together and the aggregate amount thereof shall be paid by Mortgagors each month or other payment period in a single payment to be applied by Mortgagee to the following items in the order set forth: (a) ground rents, taxes, water rents, fire district charges, assessments, fire and other hazard insurance premiums; (b) interest on the indebtedness secured hereby; and (c) the balance, if any, shall be applied toward the payment of the sum hereby secured. Any deficiency in the amount of such aggregate payments monthly or other periodic payments shall constitute a default under this mortgage. Any excess funds accumulated under this paragraph after payment of the items herein mentioned shall be credited in calculating the monthly or other periodic payments of the same nature required hereunder in the subsequent year; but if the actual amount of any such item shall exceed the estimate therefor, Mortgagors shall without demand forthwith make good the deficiency. Failure by Mortgagors to do so before the due date of such item shall be a default hereunder. If the mortgaged property is sold under foreclosure or is otherwise acquired by Mortgagee after default, any remaining balance of the accumulations under this paragraph shall be credited to the principal of the secured indebtedness as of the date of the foreclosure sale or as of the date the property is otherwise acquired.

5. That they will take good care of the mortgaged property and the personal property described above and will not commit or permit any waste thereon or thereof or the removal of any oil, gas or mineral therefrom, and that they will keep the same repaired and at all times will maintain the same in at least as good condition as it now is, reasonable wear and tear alone excepted. If Mortgagors fail to make repairs to the mortgaged property, Mortgagee may make such repairs at Mortgagor's expense (but Mortgagee is not obligated to do so). Mortgagee, its agents and employees, may enter the mortgaged property and any improvements thereon at any reasonable time for the purpose of inspecting or repairing such improvements.

6. That all amounts expended by Mortgagee for insurance or for the payments of taxes or assessments or to discharge liens on the mortgaged property or other obligations of Mortgagors or to make repairs to the mortgaged property or any improvements thereon shall become a debt due Mortgagee, shall be payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above, or if no such rate of interest is specified in the note or if the rate specified would be unlawful, at the maximum rate allowed by law from the date of payment by Mortgagee, and such debt and the interest thereon shall be secured by this mortgage. Upon failure of Mortgagors to reimburse Mortgagee for all amounts so expended, at the election of Mortgagee and with or without notice to any person, Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and may foreclose this mortgage as hereinafter provided or as provided by law.

7. That no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Mortgagors, and that the procurement of insurance or payment of taxes or other liens or assessments or obligations by Mortgagee shall not be taken or deemed as a waiver of the right to accelerate the maturity of the indebtedness hereby secured by reason of the failure of Mortgagors to procure such insurance or to pay such taxes, liens, assessments or obligations, it being agreed by Mortgagors that no terms or conditions contained in this mortgage can be waived, altered or changed except by a writing signed by Mortgagee.

8. That those Mortgagors who are obligated as the Borrower or as guarantor or endorser to pay the indebtedness hereby secured will well and truly pay and discharge such indebtedness as it shall become due and payable, including the Agreement described above, any renewals or extensions thereof, and any other agreements or obligations of such Mortgagors to Mortgagee, whether now or hereafter incurred.



9. In the event a suit shall be instituted to foreclose this mortgage, Mortgagee, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver for all and singular the premises and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to Mortgagee, its successors or assigns, without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of the Mortgagor. Mortgagor's legal representatives, successors or assigns, and that such rents, profits, incomes, issues, and revenues shall be applied by such receiver to the payment of the Secured Indebtedness, costs, and charges, according to the order of said court. The Mortgagor hereby specifically waives the right to object to the appointment of a receiver as described herein and hereby expressly consents that such appointment shall be made as an admitted equity and is Mortgagee's absolute right, and that the appointment may be done without notice to the Mortgagor. Mortgagor further consents to the appointment of Mortgagee or any officer or employee of Mortgagee as receiver.

10. That they will not cause or allow possession of the mortgaged property to be in any other person or entity to the exclusion of Mortgagors and will not cause or allow all or any part of the mortgaged property or any interest therein to be sold, assigned, transferred or conveyed by Mortgagors, or any of them, without Mortgagee's prior written consent, excluding only (a) the creation of a lien or encumbrance expressly subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) (if the mortgaged property is the Mortgagors' residence) the grant of any leasehold interest of one year or less (including all mandatory or optional renewal periods) not containing an option to purchase. Mortgagee may withhold its consent or may condition its consent to any such transfer of possession of, or an interest in, the mortgaged property upon the transferee's agreeing to pay a greater rate of interest on all or any part of the indebtedness secured by this mortgage, upon Mortgagee's approval of the creditworthiness of the transferee, and upon the transferee's payment to Mortgagee of a reasonable transfer or assumption fee. Upon breach by Mortgagors, or any of them, of the covenants herein contained, Mortgagee may, at its election, accelerate maturity of the indebtedness hereby secured and proceed to foreclose this mortgage as hereinafter provided or as provided by law.

11. That all the covenants and agreements of Mortgagors herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of the successors and assigns of Mortgagee.

12. That the provisions of this mortgage and the Agreement secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or the Agreement shall not affect the validity and enforceability of the other provisions of this mortgage or the Agreement. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. A carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.

This mortgage secures an open-end line of credit under which the Borrower may borrow, repay, and reborrow amounts from Mortgagee from time to time up to a maximum aggregate principal amount. The Agreement does not require that the Borrower make any initial draw on or maintain any minimum outstanding loan balance under the line of credit. Therefore, at times there may be no outstanding indebtedness under the Agreement. This mortgage shall become effective immediately upon its execution and delivery, notwithstanding the lack of any initial advance, and shall not be deemed satisfied nor shall title to the mortgaged property be divested from Mortgagee by the payment in full of all the indebtedness at any one time outstanding. This mortgage shall continue in effect until all of the indebtedness has been paid in full, the Agreement has been terminated and Mortgagee shall have no obligation to extend any further credit to the Borrower thereunder, and a duly executed written satisfaction of this mortgage in recordable form has been delivered to Mortgagors or recorded in the office in which this mortgage was originally recorded. Mortgagee agrees to execute such an instrument promptly following receipt of the Borrower's written request therefor, provided that all of the secured indebtedness has been paid and all of the other conditions set forth above have been fulfilled. The provisions of this paragraph shall preserve and supplement, and shall not limit, the benefits and protections afforded to Mortgagee by law.

If Borrower fails to pay the Secured Indebtedness in accordance with the terms of the Agreement, or if any other event occurs that gives Mortgagee the right under the Agreement to demand repayment of the entire outstanding balance of the Secured Indebtedness in advance of the original term (all such events under the Agreement incorporated herein by reference), this mortgage shall be subject to foreclosure at the option of Mortgagee, notice of the exercise of such option being hereby expressly waived by Mortgagors, and Mortgagee shall have the right to enter upon and take possession of the mortgaged property. If an event of default occurs and remains uncured, then in either or any such event, the aggregate sum or sums secured hereby then remaining unpaid, with interest accrued at that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of Mortgagee, or its assigns, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such date, anything in the Agreement or any instrument or instruments or in this mortgage to the contrary notwithstanding; and thereupon, or thereafter, at the option of Mortgagee, or its assigns, without notice or demand, suit at law or in equity may be prosecuted as if all moneys secured hereby had matured prior to its institution. The Mortgagee, or its assigns, may do either or both of the following as to the amount so declared due and payable: (i) bring an action to enforce payment of the amount so declared due and payable, with or without bringing an action to foreclose this mortgage; and/or (ii) foreclose this mortgage as to the amount so declared due and payable, and the premises, or any part or parts thereof, in one or more sales as determined by Mortgagee, shall be sold to satisfy and pay the same with costs, expenses and allowances. In addition, Mortgagee shall also be entitled to take such action and avail itself of such remedies as may be available under the Uniform Commercial Code in effect in the State of Florida.



BK: 7000 PG: 1817

In Witness Whereof, each of the undersigned has hereunto set his or her signature and seal this 14TH day of MARCH, 2013.

Annette Bankich  
Annette Bankich

[Type or Print Name of Witness]

Gene Church (Seal)  
 GENE CHURCH, A MARRIED MAN

(Seal)

Brenda Thompson  
Brenda Thompson

[Type or Print Name of Witness]

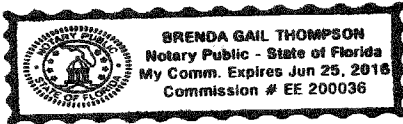
Jeaniene Church (Seal)  
 JEANIENE CHURCH, A MARRIED WOMAN

(Seal)

STATE OF FLORIDA  
 COUNTY OF Escambia

## INDIVIDUAL ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 14 day of March, 2013, by Gene Church, who ( ) is/are personally known to me, or ( ) who has/have shown me drivers license as identification, and who did take an oath.



[NOTARIAL SEAL]

Brenda Gail Thompson

[Type/Print Name of Notary]

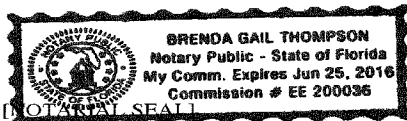
My Commission No.:

My Commission Expires:

STATE OF FLORIDA  
 COUNTY OF Escambia

## INDIVIDUAL ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 14 day of March, 2013, by Jeaniene Church, who ( ) is/are personally known to me, or ( ) who has/have shown me drivers license as identification, and who did take an oath.



[NOTARIAL SEAL]

Brenda Gail Thompson

[Type/Print Name of Notary]

My Commission No.:

My Commission Expires:



BK: 7000 PG: 1818 Last Page

## Exhibit A

THE FOLLOWING DESCRIBED LAND, SITUATE, LYING AND BEING IN THE ESCAMBIA COUNTY, FLORIDA, TO-WIT:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 25, THENCE NORTH 150 FEET; THENCE WEST 30 FEET; THENCE NORTH 20 FEET; THENCE WEST 70 FEET; THENCE SOUTH 170 FEET; THENCE EAST ALONG THE NORTH SIDE OF GADSDEN STREET 100 FEET TO THE POINT OF BEGINNING; ALL BEING IN BLOCK 32 OF THE BELMONT TRACT IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN THE YEAR 1906.

## ALSO:

THE NORTH 3 FEET OF THE SOUTH 23 FEET OF LOT 14 IN BLOCK 32 OF THE BELMONT TRACT IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN THE YEAR 1906.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL RIGHTS OF RECORD, IF ANY.