

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

0921-16

Part 1: Tax Deed	Ann	lication Infor	mation					- 101-10
- alt i. lax Deed	, 					1		
Applicant Name Applicant Address	TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER PO BOX 54347 NEW ORLEANS, LA 70154			OLLATER	Appl	ication date	Aug 17, 2020	
Property description	HAILE MICHAEL J 907 N REUS ST PENSACOLA, FL 32501 413 E DESOTO ST 13-2978-000 LTS 12 BLK 31 EAST KING TRACT OR 6883 P CA 67			Certi	ificate #	2018 / 8122		
			6883 P 1246	Date certificate issued		06/01/2018		
Part 2: Certificat	es O	wned by App	licant and	d Filed w	ith Tax Deed	Appli	ication	
Column 1 Certificate Numbe		Column Date of Certific	1 2	С	olumn 3 ount of Certificate		Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2018/8122		06/01/20	018		744.82		37.24	782.06
# 2020/8098		06/01/20	020		913.03		45.65	958.68
							→Part 2: Total*	1,740.74
Part 3: Other Ce	rtifica	ites Redeeme	d by Ap	plicant (C	ther than Co	unty)		
Column 1 Certificate Number		Column 2 Date of Other Partificate Sale	Colu Face A	ımn 3 mount of Certificate	Column 4 Tax Collector's F		Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
#/								
	•				····		Part 3: Total*	0.00
Part 4: Tax Colle	ector	Certified Am	ounts (Li	ines 1-7)		•		
1. Cost of all cert	ificate	s in applicant's	possession	n and othe			ed by applicant of Parts 2 + 3 above)	1,740.74
2. Delinquent tax	es pai	d by the applica	ant					0.00
3. Current taxes	paid b	y the applicant						0.00
4. Property information report fee 20					200.00			
5. Tax deed appli	cation	fee						175.00
6. Interest accrue	d by t	ax collector und	ler s.197.5	42, F.S. (s	ee Tax Collecto	r Instr	ructions, page 2)	0.00
7.					11.2	То	tal Paid (Lines 1-6)	2,115.74
l certify the above in have been paid, and						/ infor	mation report fee, an	d tax collector's fees
Sign here: Candia		leuis				Date	Escambia, Florid August 25th, 202	
Signa	ature, Ta	ax Collector or Desi	gnee			Dale ,	August Zotti, Zu	<u> </u>

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

Par	t 5: Clerk of Court Certified Amounts (Lines 8-14)
8.	Processing tax deed fee
9.	Certified or registered mail charge
10.	Clerk of Court advertising, notice for newspaper, and electronic auction fees
11.	Recording fee for certificate of notice
12.	Sheriff's fees
13.	Interest (see Clerk of Court Instructions, page 2)
14.	Total Paid (Lines 8-13)
15.	Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)
Sign h	nere: Date of sale 09/07/2021 Signature, Clerk of Court or Designee

INSTRUCTIONS

+ 12.50

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

512 R. 12/16

Section 197.502, Florida Statutes

Application Number: 2000630

To: Tax	Collector of	ESCAMBIA COUNTY	₋ , Florida	
I,				
PO BOX NEW OF	54347 RLEANS, LA 7	·	same to the Tax	Collector and make tax deed application thereon
Acco	unt Number	Certificate No.	Date	Legal Description
13-29	978-000	2018/8122	06-01-2018	LTS 12 BLK 31 EAST KING TRACT OR 6883 P 1246 CA 67
	pay any curre redeem all ou pay all deling pay all Tax C Sheriff's costs	s, if applicable. e certificate on which this applic	terest covering th	
TLGF	OX 54347 ORLEANS, LA	L ONE, N.A., AS COLLATER		<u>08-17-2020</u> Application Date



Real Estate Search Tangible Property Search Sale List

Assessments

Navigate Mode

Account O Reference

Printer Friendly Version

General Information

Reference: 000S009020012031 **Account:** 132978000

Owners: Mail: HAILE MICHAEL J 907 N REUS ST

Mail: Situs:

PENSACOLA, FL 32501 413 E DESOTO ST 32501

Use Code: Taxing

SINGLE FAMILY RESID P

Authority: Tax Inquiry: PENSACOLA CITY LIMITS

Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector

rear	Land	TWbLA	iotai	<u>Cap yar</u>
2020	\$30,750	\$27,673	\$58,423	\$43,902
2019	\$24,600	\$25,828	\$50,428	\$39,911
2018	\$12,300	\$23,983	\$36,283	\$36,283

Disclaimer

Tax Estimator

> File for New Homestead Exemption Online

Sales Data

Records Sale Date Book Page Value Type (New Window) 06/28/2012 6883 1246 \$40,000 WD View Instr 05/13/2008 6329 1466 \$100 QC View Instr 01/2001 4652 93 \$100 WD View Instr 08/1999 4499 922 \$100 WD View Instr 01/1992 3110 416 \$100 WD View Instr 03/1990 2940 450 \$100 WD View Instr

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

2020 Certified Roll Exemptions

None

Official

Legal Description

LTS 12 BLK 31 EAST KING TRACT OR 6883 P 1246 CA 67

Extra Features

None

Parcel **Launch Interactive Map** Information 331 Section Map Id: 40 အ 9 CA067 Approx. Acreage: 20 125 36 0.1412 116 .12 5 Zoned: 🔑 R-1AA 2 Evacuation & Flood Information Open Report 125 5 30 41 ለበ View Florida Department of Environmental Protection(DEP) Data

Buildings

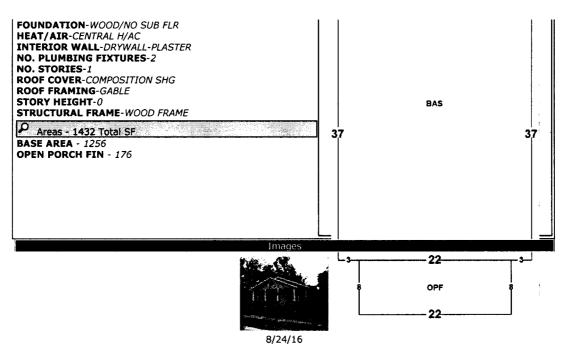
Address:413 E DESOTO ST, Year Built: 1928, Effective Year: 1928, PA Building ID≠: 19161

Structural Elements
DECOR/MILLWORK-BELOW AVERAGE

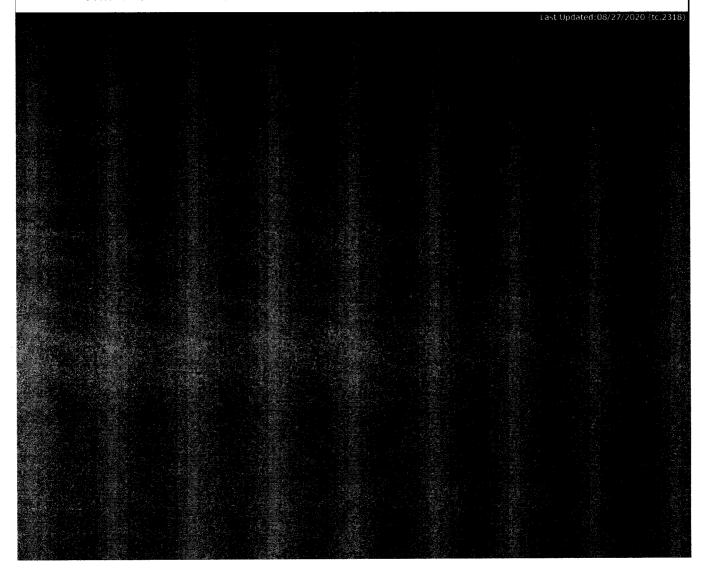
DWELLING UNITS-1

EXTERIOR WALL-SIDING-SHT.AVG.

FLOOR COVER-CARPET



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.



Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2020088128 10/22/2020 8:35 AM
OFF REC BK: 8388 PG: 1393 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That TLGFY LLC CAPITAL ONE NA AS COLLATER holder of Tax Certificate No. 08122, 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 12 BLK 31 EAST KING TRACT OR 6883 P 1246 CA 67

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 132978000 (0921-16)

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

MICHAEL J HAILE

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the first Tuesday in the month of September, which is the 7th day of September 2021.

Dated this 21st day of October 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.

COMPTAGE STATE OF THE STATE OF

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: 132978000 Certificate Number: 008122 of 2018

Payor: THE HAILE COMPANY OF NORTHWEST FLORIDA 413 E DESOTO PENSACOLA FL 32501 Date 11/18/2020

			. .	i
Clerk's Check #	1	Clerk's Total	\$658.07 \$ 2,39	.4
Tax Collector Check #	1	Tax Collector's Total	\$2,\$40.81	
	n saga an an an an ann an an an an an an an a	Postage	\$60.00	İ
•		Researcher Copies	\$0.00]
		Recording	\$10.00]
		Prep Fee	\$7.00	
		Total Received	-\$3,175.88	
			7	1

\$ 2,408.47

PAM CHILDERS
Clerk of the Circuit Cour

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 008122 Redeemed Date 11/18/2020

Name THE HAILE COMPANY OF NORTHWEST FLORIDA 413 E DESOTO PENSACOLA FL 32501

Clerk's Total = TAXDEED	\$568,07 2,391.47
Due Tax Collector = TAXDEED	\$2,\$40.81
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
No Inforr	nation Availa	ble - See D	ockets	al de la composition de la marchine de la composition de la composition de la composition de la composition de	Libert on smitheliberts at the second





PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator
Account: 132978000 Certificate Number: 008122 of 2018

Redemption No V	oplication Date 08/17/2020	Interest Rate 18%
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 09/07/2021	Redemption Date 11/18/2020
Months	13	3
Tax Collector	\$2,115.74	\$2,115.74
Tax Collector Interest	\$412.57	\$95.21
Tax Collector Fee	\$12.50	\$12.50
Total Tax Collector	\$2,540.81	\$2,223.45
Record TDA Notice	\$17.00	\$17.00
Clerk Fee	\$130.00	\$130.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$200.00	\$200.00
App. Fee Interest	\$91.07	\$21.02
Total Clerk	\$558.07	\$488.02 CH
Release TDA Notice (Recording)	\$10.00	\$10.00
Release TDA Notice (Prep Fee)	\$7.00	\$7.00
Postage	\$60.00	\$0.00
Researcher Copies	\$0.00	\$0.00
Total Redemption Amount	\$3,175.88	\$2,728.47
	Repayment Overpayment Refund Amount	\$447.41
Book/Page	8388	1393

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2020099939 11/18/2020 4:19 PM
OFF REC BK: 8407 PG: 1726 Doc Type: RTD

RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 8388, Page 1393, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 08122, issued the 1st day of June, A.D., 2018

TAX ACCOUNT NUMBER: 132978000 (0921-16)

DESCRIPTION OF PROPERTY:

LTS 12 BLK 31 EAST KING TRACT OR 6883 P 1246 CA 67

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

NAME IN WHICH ASSESSED: MICHAEL J HAILE

Dated this 18th day of November 2020.

COMPTAG

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By:

Emily Hogg Deputy Clerk



PROPERTY INFORMATION REPORT

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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, E	ESCAMBIA COUNTY TAX C	COLLECTOR	
TAX ACCOUNT #:	13-2978-000	CERTIFICATE #:	2018-8122
REPORT IS LIMITED	TITLE INSURANCE. THE L TO THE PERSON(S) EXPRE ORT AS THE RECIPIENT(S) (SSLY IDENTIFIED BY	NAME IN THE PROPERTY
listing of the owner(s) o tax information and a list encumbrances recorded title to said land as listed		nerein together with curre unsatisfied leases, mortga of Escambia County, Flori sponsibility of the party na	nt and delinquent ad valorem ges, judgments and da that appear to encumber the amed above to verify receipt of
and mineral or any subs	urface rights of any kind or nat s, boundary line disputes, and a	ture; easements, restriction	
	sure or guarantee the validity on nce policy, an opinion of title,		
Use of the term "Report	" herein refers to the Property	Information Report and th	ne documents attached hereto.
Period Searched: <u>June</u>	24, 2001 to and including Ju	ne 24, 2021 Abstracto	r: Vicki Campbell
BY			

Michael A. Campbell, As President

Dated: June 28, 2021

PROPERTY INFORMATION REPORT

CONTINUATION PAGE

June 28, 2021

Tax Account #: 13-2978-000

- 1. The Grantee(s) of the last deed(s) of record is/are: MICHAEL J. HAILE
 - By Virtue of Warranty Deed recorded 7/17/2012 OR 6883/1246
- 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 & Trust Div Synovus Bank recorded 7/17/2012 OR 6883/1248 together with Assignment of Rents and Leases recorded 7/17/2012 OR 6883/1256
 - b. Second Mortgage in favor of Mohammed Fethy Gebrail recorded 7/17/2012 OR 6883/1261 corrective recorded 3/16/2016 OR 7492/1062
 - c. Federal Tax Lien in favor of Department of Treasury Internal Revenue Service recorded 8/1/2016 OR 7566/1355
 - d. Notice of Commencement in favor of Wright Roofing Co. recorded 3/10/2021 OR 8481/243
- **4.** Taxes:

Taxes for the year(s) 2017-2020 are delinquent.

Tax Account #: 13-2978-000 Assessed Value: \$43,902 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: TIT	CLE SEA	RCH	FOR TDA	L

TAX DEED SALE DATE:	SEPT 8, 2021	
TAX ACCOUNT #:	13-2978-000	
CERTIFICATE #:	2018-8122	

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

MICHAEL J. HAILE	MICHAEL J. HAILE	MIKE HAILE
907 N. REUS ST.	413 E. DESOTA ST.	P.O. BOX 13425
PENSACOLA, FL 32501	PENSACOLA, FL 32501	PENSACOLA, FL 32591

SYNOVUS BANK	MOHAMMED FETHY GEBRAIL	WRIGHT ROOFING CO.
1148 BROADWAY	14 SUMMIT RIDGE DR.	33 ORLEANS AVE.
COLUMBUS, GA 31901	LITTLE ROCK, AK 72211	PENSACOLA, FL 32505

DEPARTMENT OF TREASURY INTERNAL REVENUE SERVICE 400 W BAY ST STE 35045 JACKSONVILLE FL 32202 – 4437

Certified and delivered to Escambia County Tax Collector, this 28th day of June, 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

June 28, 2021

Tax Account #: 13-2978-000

LEGAL DESCRIPTION EXHIBIT "A"

LTS 12 BLK 13 EAST KING TRACT OR 6883 P 1246 CA 67

SECTION 00, TOWNSHIP 0 S, 00W

TAX ACCOUNT NUMBER 13-2978-000 (0921-16)

Recorded in Public Records 07/17/2012 at 09:52 AM OR Book 6883 Page 1246, Instrument #2012054911, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$280.00

THIS INSTRUMENT PREPARED BY AND RETURN TO:
Patricia A. Snellgrove
SURETY LAND TITLE OF FLORIDA, LLC
2600 N 12th Ave.
Pensacola, Florida 32503
Property Appraisers Parcel Identification (Folio) Number: 00-08-00-9020-012-031

WARRANTY DEED

WARRANI	Y DEI	ED .
SPACE ABOVE THIS LINE FOR		
THIS WARRANTY DEED, made the ZB day of whose post office address is 14 Summit Ridge Drive, Little R J. Haile whose post office address is 907 N. Reus Street, Pens (Wherever used herein the terms "grantor" and "grantee" include representatives and assigns of individuals, and the successors and assigns	ock, AR 72211 fi acola, FL 32501 all the parties to	herein called the grantor, to Michael, hereinafter called the Grantee: o this instrument and the heirs, legal
WITNESSETH: That the grantor, for and in consideration and other valuable considerations, receipt whereof is hereby a remises, releases, conveys and confirms unto the grantee all tha Florida, viz.:	icknowledged, he	ereby grants, bargains, sells, aliens,
Lot 12, Block 31, East King Tract, East of Tarragona S of City of Pensacola, Escambia County, Florida, copyrig		
Subject to easements, restrictions and reservations of thereafter.	of record and	taxes for the year 2012 and
Grantor hereby states the above parcel of land is not his	constitutional h	omestead
TOGETHER, with all the tenements, hereditaments and appertaining.	appurtenances	thereto belonging or in anywise
TO HAVE AND TO HOLD, the same in fee simple forever.		
AND, the grantor hereby covenants with said grantee that the that the grantor has good right and lawful authority to sell and cland and will defend the same against the lawful claims of all encumbrances, except taxes accruing subsequent to December 3 IN WITNESS WHEREOF, the said grantor has signed and written.	convey said land, persons whomsoe 1, 2011.	and hereby warrants the title to said ever; and that said land is free of all
Signed, scaled and delivered in the presence of:		7
PAA	[-x]	46Mby
Witness #1 Signature	Fathy G. N	Mohamed
Vatricia A. Snellgrove		
Witness#1 Printed Name		
Witness #2 Signature		
Tracy Hausteld Witness #2 Printed Name		
STATE OF Floride		
COUNTY OF ESCANDIL		
The foregoing instrument was acknowledged before me this Fathy G. Mohamed who is personally known to me or lidentification.	26 day of	June , 2012 by
		MANA
SEAL TRICIA A. SNELLGROVE	Notary P	ublic
MY COMMISSION #EE75127 EXPIRES: APRIL 10, 2015	140tary 1	
Notary Public-State of Florida My Commission Expires:	Printed N	Votary Name

File No.: 1205-319

BK: 6883 PG: 1247 Last Page

RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

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

Name of roadway: 413 E. Desoto

Legal Address of Property: 413 E. Desoto Street, Pensacola, FL 32501

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

This form completed by:

Surety Land Title, Inc. 2600 North 12th Avenue Pensacola, FL 32503

AS TO SELLER (S):

Witness to Seller(s):

Fathy G. Mohamed

Witness to Buyer(s):

Michael J. Haile

Patricia A Snellgnove

THIS FORM APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS. Effective: 4/15/95

Recorded in Public Records 07/17/2012 at 09:52 AM OR Book 6883 Page 1248, Instrument #2012054912, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$69.50 MTG Stamps \$112.00 Int. Tax \$64.00

REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

Mortgagor(s) (last name(s) first): HAILE MICHAEL J

Mortgagee:

Coastal Bk & Trust Div Synovus Bank 1148 BROADWAY COLUMBUS, GA 31901

Mailing Address: 413 E DESOTO ST PENSACOLA, FL 32501

> This instrument was prepared by: Coastal Bk & Trust Div Synovus Bank P.O. BOX 1638 ROSWELL, GA 300771638

© 2008 Wolters Klower Financial Services - Bankers SystemsTM Form SNV-REMSA-FL 7/8/2008 Custom 7/8/2008 SNV00087

Page 1 of 8

NOW, THEREFORE, in consideration of the premises, and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest 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 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 MICHAEL J HAILE

(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:

LOT 12, BLOCK 31, EAST KING TRACT. EAST OF TARRAGONA STREET, CITY OF PENSACOLA, ACCORDING TO THE MAP OF CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA. COPYRIGHTED BY THOMAS C WATSON IN 1906.

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."

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 coverants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned

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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 whatever. 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 shall not extend or postpone the due date of any installment payments of the indebtedness hereby secured or reduce the amount of such installm
- 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, 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 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

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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 note or notes described above, any renewals or extensions thereof, and any other notes 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, except as otherwise expressly disclosed to Mortgagee in writing on the date of this mortgage, no Hazardous Substance (as defined below) has been released or disposed of on or under the mortgaged property by Mortgagors or, to the best of Mortgagors knowledge, by any third party or any predecessor in interest or title to the mortgaged property; no underground storage tanks, whether in use or not in use, are located on or under any part of the mortgaged property; Mortgagors and the mortgaged property are and will remain in compliance with all applicable local, state and federal environmental laws and regulations; no notice has been received by Mortgagors from any governmental authority or any other person claiming violation of any environmental protection law or regulation or demanding payment, indemnity or contribution for any environmental damage or injury to natural resources, relating in any way to the mortgaged property, and Mortgagors will notify Mortgagee promptly in writing if any such notice is hereafter received; and any Hazardous Substance used or produced in Mortgagors business will be used, produced, stored and disposed of in strict compliance with all applicable environmental laws and regulations. Mortgagors will notify Mortgagee immediately if any Hazardous Substance is released or discovered on or under the mortgaged property, and Mortgagors will take or cause to be taken such remedial action as may be necessary in order to remedy

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such released or discovered Hazardous Substance and to obtain a certificate of remediation or other certificate of compliance from applicable governmental authorities. At Mortgagee's request, Mortgagors will promptly obtain, at Mortgagors' expense, and deliver to Mortgagee an environmental inspection report or will update a previous report, in form acceptable to Mortgagee, prepared by a competent environmental professional reasonably satisfactory to Mortgagee. As used herein, the term "Hazardous Substance" includes, without limitation, any hazardous or toxic substance and any substance or material that is regulated or controlled by the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), the federal Hazardous Materials Transportation Act, the federal Resource Conservation and Recovery Act, the federal Clean Water Act, the federal Clean Air Act, the federal Toxic Substances Control Act, or any other federal, state or local environmental law, ordinance, or regulation now or hereafter in effect. Mortgagors agree to indemnify Mortgagee against any and all liability and expense (including attorneys' fees and litigation expenses) incurred by Mortgagee on account of breach by Mortgagors of any representation, warranty or covenant set forth in this paragraph. This agreement to indemnify shall survive payment of the Secured Indebtedness, satisfaction of this mortgage, and foreclosure of this mortgage.

- 12. That, if this is a construction mortgage, Mortgagors will perform and comply with, or will cause the Borrower to perform and comply with, the terms of any construction loan agreement made with Mortgagee with regard to any improvements to be made on the mortgaged property.
- 13. 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.
- 14. That the provisions of this mortgage and the note or notes secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this mortgage or of such note or notes. 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.

If the Borrower pays and discharges all the indebtedness hereby secured (including future advances) as the same becomes due and payable, and if Mortgagors in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect thereof, then and in that event only this conveyance and the security interest herein granted shall be and become null and void, but if default is made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof, or if any interest thereon remain unpaid when due, or if default be made in the repayment of any sum expended by Mortgagee under the authority of any provision of this mortgage, or if the interest of Mortgagee in the mortgaged property or any of the personal property described above become endangered by reason of the enforcement of any lien or encumbrance thereon, or if a petition to condemn any part of the mortgaged property be filed by any authority, person or entity having power of eminent domain, or if any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the indebtedness hereby secured or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged property shall be charged against the owner of this mortgage, or if at any time any of the covenants contained in this mortgage or in any note or other evidence of indebtedness secured hereby be declared invalid or unenforceable by any court of competent jurisdiction, or if Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this mortgage shall be subject to foreclosure at the option of Mortgagee, notice of

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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.

☐ (Mark if applicable) This is a construction mortgage that secures an obligation incurred for the construction of an improvement on land (and may include the acquisition cost of the land).

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STATE OF FLORIDA	INDIVIDUAL ACKNOWLEDGMENT
COUNTY OF Escambia	
The foregoing instrument was acknown Jane, 2012, by	wledged before me this 28 day o
who () is/are personally known to me, or () w	lichael J. Haile ho has/have shown me <u>chiversliceuse</u>
as identification, and who did take an oath.	NAOL
PATRICIA A. SNELLGROVE MY COMMISSION #EE75127 EXPIRES: APRIL 10, 2015	Patricia A Snellgrove
Notary Public-State of Florida	[Type/Print Name of Notary] My Commission No.: My Commission Expires:
STATE OF FLORIDA COUNTY OF	INDIVIDUAL ACKNOWLEDGMENT
	wledged before me this day o
	[Type/Print Name of Notary]
[NOTARIAL SEAL]	My Commission No.: My Commission Expires:
STATE OF FLORIDA	CORPORATE (OR OTHER BUSINESS
COUNTY OF	ENTITY) ACKNOWLEDGMENT
	wledged before me this day o
	() is personally known to me, or () he/she has
INOTADIAL SEALI	[Type/Print Name of Notary]
[NOTARIAL SEAL]	My Commission No.: My Commission Expires:
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Exhibit "A"

Legal Description

Lot 12, Block 31, East King Tract, East of Tarragona Street, City of Pensacola, according to the map of City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906.

File No.: 1205-319

Recorded in Public Records 07/17/2012 at 09:52 AM OR Book 6883 Page 1256, Instrument #2012054913, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$44.00

ASSIGNMENT OF RENTS AND LEASES

Borrower	Lender
Name and Address	Name and Address
MICHAEL J HAILE 413 E DESOTO ST PENSACOLA, FL 32501	Coastal Bk & Trust Div Synovus Bank 1148 BROADWAY COLUMBUS, GA 31901
Telephone No. 850-438-3691	Telephone No. 850-436-7800

THIS ASSIGNMENT OF RENTS AND LEASES (this "Agreement"), made and entered into this 27th day of June , 2012 by and between the Borrower and the Lender above identified, WITNESSETH THAT:

For and in consideration of the loan or other financial accommodations extended by Lender to Borrower and resulting in the Obligations hereinafter defined, and for the purpose of securing payment and performance of said Obligations, Borrower hereby assigns, grants and conveys to Lender security title to and a continuing security interest in all right, title and interest of Borrower in and to the following described Collateral to-wit:

All leases and rental contracts of every nature now existing and henceforth made or acquired by Borrower as the owner, lessor or landlord of the real estate described in Exhibit "A" hereto attached, and of each and every component rental unit, part and portion of said real estate (the "Premises"), including extensions, renewals and subleases, and together with the proceeds thereof (all of such leases and rental contracts collectively, whether written or oral, being hereinafter called the "Leases");

All rents, issues, profits, accounts, revenues and receivables of every nature now and hereafter due and payable under the Leases or arising from the Premises, including but not limited to periodic rents, deficiency rents, percentage rents, parking or common area maintenance contributions, liquidated damages and other claims of every nature which Borrower might now or henceforth have against lessees, tenants or occupants of the Premises (collectively, the "Rents"); and

All rights, remedies, privileges, options, benefits and entitlements of every nature available to and exercisable by the owner, lessor or landlord of the Premises with respect to the Leases and Rents, whether documented in writing or otherwise available, including but not limited to the immediate and continuing right to collect and receive the Rents as and when same become due.

As used herein, the capitalized word "Obligations" shall mean and include, collectively, an indebtedness of Borrower to Lender in the principal amount of \$\frac{32,000.00}{22,000.00}\$ evidenced by a promissory note or credit agreement dated 6/27/2012 (the "Specific Debt"), together with any and all extensions and renewals thereof and each and every other debt, liability and obligation of every nature, whether now existing or henceforth incurred or arising, and whether direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, that Borrower (or any of them if more than one Borrower) might now or at any time hereafter owe to Lender, whether individually or jointly with others.

The Specific Debt is secured by a certain mortgage or deed to secure debt (the "Security Instrument") whereby security title to the Premises is vested in Lender; and this Agreement shall supplement (and in no way limit or restrict) the provisions of said Security Instrument with respect to the above described Collateral. The rights and remedies herein provided for Lender may be exercised independently of (or, at Lender's option, in conjunction with) foreclosure or any other remedy afforded by the Security Instrument.

BORROWER WARRANTS AND REPRESENTS to Lender that (a) each of the Leases is valid and enforceable according to its terms, and there are no presently existing claims or defenses that could

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be asserted by any tenant or lessee in opposition to such enforcement; (b) except as otherwise expressly disclosed by Borrower to Lender, all tenants and lessees are current in their payment of the Rents, and no prepayment of Rents in excess of one month in advance has been received by Borrower; (c) Borrower has the power and authority to make the foregoing assignment, and is not prohibited or restrained by any contract, judgment, order or decree from executing this Agreement and complying with the provisions hereof; and (d) Borrower has not taken any action or executed any instrument that might prevent Lender from collecting the Rents and otherwise pursuing its remedies hereunder.

BORROWER COVENANTS AND AGREES with Lender that for as long as any of the Obligations remain unpaid, Borrower will: (a) observe and perform all duties required of Borrower as owner or landlord of the Premises by virtue of the Leases; (b) enforce compliance with all terms and conditions imposed upon the respective tenants and lessees by virtue of the Leases; (c) refrain from discounting any future Rents, from any further assignment of the Leases or the Rents, and from collecting any Rents in advance without Lender's written consent; (d) refrain from modifying or terminating any of the Leases without Lender's written consent; (e) take and perform on a timely basis all action necessary for the protection and preservation of the Premises and the Leases, including but not limited to necessary repairs and replacements, and the procurement and maintence of such insurance as Lender may reasonably require with respect to destruction or damage to the Premises, loss of Rents resulting from untentability, and similar coverage; (f) provide Lender, promptly upon its request, with copies of any and all Leases that are documented in writing (the "Lease Documents"), and with such additional documentation or confirmation as Lender from time to time may reasonably require with respect to specific Leases in furtherance of the assignments herein made; (g) furnish Lender with such reports, accounting and other information regarding accrual and payment of Rents, rental vacancies and related matters as Lender may require (which reports, accounting and other information shall be furnished periodically or otherwise, all as Lender from time to time may elect and specify); and (b) fully comply with all laws and governmental regulations applicable to the Premises, including but not limited to environmental laws, the Americans with Disabilities Act, and all zoning and building laws.

In the event of Borrower's failure to pay when due any sum required to be paid on the Specific Debt or on any of the other Obligations, or to perform and fully satisfy any other covenant or agreement with Lender herein or in the Security Instrument provided, any such event shall constitute an event of default hereunder (each an "Event of Default").

For as long as Borrower is not in default hereunder or until otherwise notified by Lender, Borrower may collect and receive the current Rents for Borrower's own use and enjoyment. But if an Event of Default shall occur and be existing, Lender shall be and hereby is expressly authorized, at its option, to enter and take possession of the Premises and to manage and operate the same, and with or without entering or taking possession thereof, to collect any and all Rents theretofore or thenceforth accruing therefrom or under the Lease Documents, to let or re-let units or other parts of said Premises, to cancel or modify any Lease Documents, evict tenants, bring or defend suits in connection with the possession of any such unit or other part of the Premises in its own name or in Borrower's name, make repairs as Lender deems appropriate, and perform such other acts in connection with the management and operation of the Premises as Lender in its sole discretion reasonably exercised may deem proper, including but not limited to notifying tenants and lessees of this Agreement and requiring them to pay directly to Lender all Rents and other sums due and to become due from them to Borrower. Lender's receipt of any such Rents or other sums pursuant hereto shall not be construed to cure such default, nor to affect any other remedies of Lender herein or otherwise available to it.

With respect to insurance which Borrower is hereinabove required to procure and maintain: (a) Borrower shall furnish Lender with the policies or certificates of coverage, and with assurances satisfactory to Lender that the premiums at all times are currently paid thereon. Lender at its option (and with no obligation to do so) may procure any such insurance that Borrower fails to maintain, and any premium costs or other expense thus incurred by Lender shall be reimbursed by Borrower on demand. (b) The proceeds of all such insurance which become payable at any time for any reason are hereby assigned to Lender as part of the Collateral.

During the existence of any Event of Default consisting of Borrower's failure to observe and perform any duty required of Borrower as the owner or landlord of the Premises, Lender at its option (and with no obligation to do so) may take such action as Lender may reasonably deem necessary to comply with and satisfy such duty requirement. All expenses incurred by Lender in taking such action shall be reimbursed by Borrower on demand. Lender shall have no liability whatsoever for any such action taken in good faith pursuant to the provisions hereof, whether or not such action shall prove to be improper, inadequate or invalid in whole or in part.

Any cost or expense incurred by Lender which is hereinabove required to be reimbursed by Borrower on demand, if not promptly paid, shall bear interest at the highest rate provided in the promissory note or credit agreement that evidences the Specific Debt.

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Borrower hereby irrevocably constitutes and appoints Lender as Borrower's true and lawful attorney-in-fact with full power and authority, in Borrower's name or otherwise, to take any and all action which Lender is herein expressly authorized to take, including but not limited to collecting the Rents and otherwise enforcing all rights of Borrower as owner or landlord of the Premises; and such power of attorney, being coupled with an interest, is irrevocable.

If at any time Borrower is in default in the due, prompt and complete observance or performance of any of the covenants, agreements or obligations of Borrower contained in this Agreement, the same shall, at Lender's option, constitute an Event of Default under the Security Instrument, and Lender shall have the right, at its option, to exercise any and all of its rights and remedies therein provided.

Neither this Agreement nor any action or actions on the part of Lender hereunder shall constitute or be construed as an assumption by Lender of any of the obligations of Borrower as the owner or landlord of the Premises, or under the Lease Documents, or to place responsibility or liability upon Lender for any operation, maintenance, repair or control of the Premises, and Borrower shall continue to be liable for all Borrower obligations thereunder.

Borrower agrees to protect, defend, indemnify and hold Lender harmless from and against any and all loss, liability, damage and expense (including but not limited to reasonable attorneys' fees) resulting from any failure of Borrower to perform and observe on a timely basis each of the covenants, agreements and obligations of Borrower herein or in the Lease Documents provided, or resulting from any claim, demand or cause of action on the part of any person whomsoever for any loss, damage, injury or death relating to the Premises or the Leases.

All rights and remedies herein provided for Lender are cumulative and not exclusive of any other rights and remedies provided by law or otherwise available to Lender. Any and all of same may be exercised singly and independently or in such combinations and as often as Lender from time to time may elect, and without waiving any default of Borrower hereunder. Neither Lender's delay in exercising nor its failure to exercise any such right or remedy shall constitute a waiver thereof, and no partial, incomplete or ineffectual exercise of such shall prevent Lender's subsequent exercise of the same or any other right or remedy.

This Agreement shall be and remain binding upon Borrower and Borrower's heirs, executors, administrators, successors and assigns. And wherever used in this Agreement, the word "Borrower" shall mean each and all of them, jointly and severally, if there be more than one.

This Agreement shall be governed by and construed in accordance with the laws of the state indicated in Lender's address at the beginning of this Agreement.

ADDITIONAL PROVISIONS:

IN WITNESS WHEREOF, Borrower	(each of them if more than one), has executed this
Agreement under seal.	/ ///
	111.
Man hanshir	(SEAL)
Trady Hadisfeld	BOTTOWER MICHAEL J HAILE
[Type or Print Name of Witness]	
NAOL	(SPAI)
	Borrower (SEAL)
Patricia A Snellarove	
[Type or Print Name of Witness]	
	(SEAL)
	Ву
	Its
	Attest
	Its
	(Corporate Seal)
SNV-ARLF13/17/03	5NV0082 Page 3-5

state of florida county of <u>Escandia</u>	INDIVIDUAL ACKNOWLEDGMENT
The foregoing instrument was	acknowledged before me this 28 day of Michael J. Haile
	no has shown me drivers (iceuse
as identification, and who did take an oath.	
PATRICIA A. SNELLGROVE MY COMMISSION #EE75127 EXPIRES: APRIL 10, 2015 Notary Public-State of Florida [NOTARIAL SEAL]	Patricia A - Snellgnove [Type/Print Name of Notary] My Commission No.: My Commission Expires:
STATE OF FLORIDA COUNTY OF	INDIVIDUAL ACKNOWLEDGMENT
The foregoing instrument was	acknowledged before me this day of,
	o has shown me,
Diaminus and	[Type/Print Name of Notary]
[NOTARIAL SEAL]	My Commission No.:
	My Commission Expires:
CTATE OF ELODIDA	CODDOD ATE (OR OTHER BUCKNESS
STATE OF FLORIDA	CORPORATE (OR OTHER BUSINESS
COUNTY OF	ENTITY) ACKNOWLEDGMENT
	,
on behalf of the business entity. He/she me as identi	() is personally known to me, or () he/she has shown fication, and he/she did take an oath.
	[Type/Print Name of Notary]
[NOTARIAL SEAL]	My Commission No.:
	My Commission Expires:
SNV-ARLEL-3/17/03	SNV00062 Page 4-5

BK: 6883 PG: 1260 Last Page

Exhibit "A"

LOT 12, BLOCK 31, EAST KING TRACT. EAST OF TARRAGONA STREET, CITY OF PENSACOLA, ACCORDING TO THE MAP OF CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA. COPYRIGHTED BY THOMAS C WATSON IN 1906.

SNV-ARLFL-3/17/03

SNV00082 Page 5-5 Recorded in Public Records 07/17/2012 at 09:52 AM OR Book 6883 Page 1261, Instrument #2012054914, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$18.50 MTG Stamps \$28.00 Int. Tax \$16.00

Prepared by:
Boyles & Boyles
212 W. Cervantes St
Pensacola FC 32501

SECOND MORTGAGE

THIS SECOND MORTGAGE is made this 28 day of June, 2012, by MIKE HAILE, of P. O. Box 13425, Pensacola, Florida 32591, hereinafter called "mortgagor," to MOHAMMED FETHY GEBRAIL, of 14 Summit Ridge Drive, Little Rock, Arkansas 72211, hereinafter called "mortgagee."

Mortgagor, for and in consideration of the sum of Forty Thousand Dollars (\$40,000.00) paid by mortgagee, the receipt of which is acknowledged, has granted, bargained and sold to mortgagee, mortgagee's heirs and assigns forever, the following described land, situated in the County of Escambia, State of Florida:

413 East DeSoto St., Pensacola, FL 32501

Lots 12, 13, and 14 inclusive, Block 31, East King Tract, East of Tarragona St., City of Pensacola, according to map of city of Pensacola, copyrighted by Thomas C. Watson in 1906.

Mortgagor does hereby fully warrant the title to the land, and will defend the same against the lawful claims of all persons whomsoever.

Provided always, that if mortgagor, his or her heirs, legal representatives or assigns, pays to mortgagee, his or her legal representatives or assigns, a certain promissory note dated June 26 2012, for the sum of Eight Thousand Dollars (\$8,000.00), payable with interest at five percent (5%) per year from date and shall pay all sums payable thereunder, and perform, comply with, and abide by all the stipulations, agreements, conditions, and covenants of the promissory note and this mortgage, and shall duly pay all taxes, all insurance premiums reasonably required, all costs and expenses including reasonable attorneys' fees that mortgagee may incur in collecting money secured by this mortgage, and also in enforcing this mortgage by suit or otherwise, then this mortgage and the estate hereby created shall cease and be null and void.

Executed at Pensacola, Florida on the day and year first above written.

Witness Signature

Patricia A Swellgrove

205-319

BK: 6883 PG: 1262 Last Page

STATE OF FLORIDA COUNTY OF ESCAMBIA

Sworn to (or affirmed) and subscribed before me by MIKE HAILE, who is personally known to me or who produced <u>drivers liceuse</u> as identification and who did not take an oath, on this <u>78</u> day of June, 2012.

PATRICIA A. SNELLGROVE MY COMMISSION #EE75127 EXPIRES: APRIL 10, 2015 Notary Public-State of Florida Recorded in Public Records 03/16/2016 at 09:15 AM OR Book 7492 Page 1062, Instrument #2016018958, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50

CORRECTIVE SECOND MORTGAGE

(This Corrective Second Mortgage is to correct Second Mortgage, Instrument #2012054914, recorded on 07/17/2012 in OR Book 6883, Page 1261, of the Public Records of Escambia County, Florida, by removing Lots 13 and 14 from the legal description.)

THIS SECOND MORTGAGE is made this // day of // 2016, by MIKE HAILE, of P. O. Box 13425, Pensacola, Florida 32591, hereinafter called "mortgagor," to MOHAMMED FETHY GEBRAIL, of 14 Summit Ridge Drive, Little Rock, Arkansas 72211, hereinafter called "mortgagee."

Mortgagor, for and in consideration of the sum of Forty Thousand Dollars (\$40,000.00) paid by mortgagee, the receipt of which is acknowledged, has granted, bargained and sold to mortgagee, mortgagee's heirs and assigns forever, the following described land, situated in the County of Escambia, State of Florida:

413 East DeSoto St., Pensacola, FL 32501

Lots 12, Block 31, East King Tract, East of Tarragona St., City of Pensacola, according to map of city of Pensacola, copyrighted by Thomas C. Watson in 1906.

Mortgagor does hereby fully warrant the title to the land, and will defend the same against the lawful claims of all persons whomsoever.

Provided always, that if mortgagor, his or her heirs, legal representatives or assigns, pays to mortgagee, his or her legal representatives or assigns, a certain promissory note dated June 28, 2012, for the sum of Eight Thousand Dollars (\$8,000.00), payable with interest at five percent (5%) per year from date and shall pay all sums payable thereunder, and perform, comply with, and abide by all the stipulations, agreements, conditions, and covenants of the promissory note and this mortgage, and shall duly pay all taxes, all insurance premiums reasonably required, all costs and expenses including reasonable attorneys' fees that mortgage may incur in collecting money secured by this mortgage, and also in enforcing this mortgage by suit or otherwise, then this mortgage and the estate hereby created shall cease and be null and void.

BK: 7492 PG: 1063 Last Page

Executed at Pensacola, Florida on the day and year first above written.

Witness Signature Karl 101304 les, Jr.

Witness Signature Debra M. Tari

STATE OF FLORIDA COUNTY OF ESCAMBIA

Sworn to (or affirmed) and subscribed before me by MIKE HAILE, who is personally known to

me or who produced ______ as ide

as identification and who did not take an oath, on

this 14 day of March, 2016.

NOTARY PUBLIC



Recorded in Public Records 08/01/2016 at 01:46 PM OR Book 7566 Page 1355, Instrument #2016058560, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

	119	-	ha Transier Less	and Co.	
Form 668 (Y)	· · }	_	•	rnal Revenue Servic	e
Rev. February 200	4)	Notice	of Federal T	ax Lien	
Area: SMALL BUSIN Lien Unit Phor	JESS/SELF EMPL ne:(800) 913-6	OYED AREA #7	erial Number 222	For Option	nal Use by Recording Office
Code, we are have been as a demand for there is a lie property behadditional personal property.	e giving a notice ssessed against to payment of the in favor of the longing to this t	1, 6322, and 6323 that taxes (including the following named is liability, but it rele United States on a axpayer for the among, and costs that may J HAILE	g interest and per taxpayer. We hav mains unpaid. The Il property and ri punt of these tax	nalties) e made erefore, ghts to	
unless notice on the day	NT RELEASE INIt of the lien is refile following such date	13425 A, FL 32591 FORMATION: For each do by the date given in case, operate as a certification.	column (e), this notic	e shall.	
in IRC 6325 Kind of Tax (a)	Tax Period Ending (b)	Identifying Number	Date of	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2006	XXX-XX-	02/07/2011	03/09/2021	13400.55
1040 1040	12/31/2007 12/31/2013	XXX-XX-	05/02/2011 06/02/2014	06/01/2021 07/02/2024	15635.88 20289.15
	. 			:	
Place of Filing	ESCAMB	OF CIRCUIT COU IA COUNTY OLA, FL 32595	JRT	Total	\$ 49325.58
This notice wa	as prepared and s	igned atB	ALTIMORE, MD		, on this
	t day of Jul				

CAT. NO 60025X

Recorded in Public Records 3/10/2021 11:38 AM OR Book 8481 Page 243, Instrument #2021025691, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

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State of Florida

County of Escambia Permit No.: Tax Folio No.: 00-05-00. 9020, 012 .031 The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713. Florida Statutes, the following information is provided in this Notice of Commencement. Legal description of the property and street address, if available: East Desoto St 2. General description of the improvement: Resolv * 3. Owner's Name: MICHAEL HAILE
. Owner's Address: 413 EAST DESOTO Interest in property: Fee Simple Title Holder's Name (if other than Owner): Fee Simple Title Holder's Address(if other than Owner): 4. Contractor's Name, Address & Phone Number: Wright Roo Price Co. 33 Orleans tre Pensacola FL 32505 850 453-7292 33 Orleans he Pensacoha FL 32505 5. Surety's Name: Surety's Address & Phone Number: Amount of Bond: 6. Lender's Name (if not completed, there is no lender). Lender's Address: Phone Number: 7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7, Florida Statutes. Name & Address: 8. In addition to himself, Owner designates to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b). Florida Statutes. 9. Expiration date for the Notice of Commencement is one (1) year from the date of recording unless a different date is specified: Owner's Name (Please Print) STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this 10 tay of March Michael Haile . who is personally known to me or who has produced a SHEILAR. WILSON commission # GG 276120 many Comm. Expires Jan 19, 2023 Bonded through National Notary Assn.