



# 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

0322-13

## Part 1: Tax Deed Application Information

Applicant Name Applicant Address	CITRUS CAPITAL HOLDINGS, LLC CITRUS CAPITAL HOLDINGS FBO SEC PTY PO BOX 54226 NEW ORLEANS, LA 70154-4226	Application date	Apr 16, 2021
Property description	KITT GEORGE S 5402 TOMLINSON DR PENSACOLA, FL 32526 5402 TOMLINSON DR 05-4000-000 LT 2 BLK 4 CHARBAR LAKE S/D PB 5 P 43 OR 6004 P 1063	Certificate #	2019 / 2461
		Date certificate issued	06/01/2019

## 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)
# 2019/2461	06/01/2019	649.59	32.48	682.07
<b>→Part 2: Total*</b>				<b>682.07</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)	682.07
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	585.99
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. <b>Total Paid (Lines 1-6)</b>	<b>1,643.06</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: Candice Lewis  
Signature, Tax Collector or Designee

Escambia, Florida  
Date April 27th, 2021

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.	36,330
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>03/07/2022</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.

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2100296

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,  
CITRUS CAPITAL HOLDINGS, LLC  
CITRUS CAPITAL HOLDINGS FBO SEC PTY  
PO BOX 54226  
NEW ORLEANS, LA 70154-4226,

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
05-4000-000	2019/2461	06-01-2019	LT 2 BLK 4 CHARBAR LAKE S/D PB 5 P 43 OR 6004 P 1063

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  
CITRUS CAPITAL HOLDINGS, LLC  
CITRUS CAPITAL HOLDINGS FBO SEC PTY  
PO BOX 54226  
NEW ORLEANS, LA 70154-4226

04-16-2021  
Application Date

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



# Chris Jones Escambia County Property Appraiser

[Real Estate Search](#)

[Tangible Property Search](#)

[Sale List](#)

◀ Nav. Mode  Account  Reference ▶

[Printer Friendly Version](#)

<b>General Information</b> Reference: 1325304100002004 Account: 054000000 Owners: KITT GEORGE S Mail: 5402 TOMLINSON DR PENSACOLA, FL 32526 Situs: 5402 TOMLINSON DR 32526 Use Code: SINGLE FAMILY RESID Taxing Authority: COUNTY MSTU Tax Inquiry: <a href="#">Open Tax Inquiry Window</a> Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector	<b>Assessments</b> <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2020</td> <td>\$16,000</td> <td>\$75,887</td> <td>\$91,887</td> <td>\$72,660</td> </tr> <tr> <td>2019</td> <td>\$10,000</td> <td>\$70,828</td> <td>\$80,828</td> <td>\$71,027</td> </tr> <tr> <td>2018</td> <td>\$10,000</td> <td>\$66,735</td> <td>\$76,735</td> <td>\$69,703</td> </tr> </tbody> </table> <hr/> <p style="text-align: center;"><b>Disclaimer</b></p> <hr/> <p style="text-align: center;"><b>Market Value Breakdown Letter</b></p> <hr/> <p style="text-align: center;"><b>Tax Estimator</b></p> <hr/> <p style="text-align: center;"><b>File for New Homestead Exemption Online</b></p> <hr/> <p style="text-align: center;"><b>Report Storm Damage</b></p>	Year	Land	Imprv	Total	Cap Val	2020	\$16,000	\$75,887	\$91,887	\$72,660	2019	\$10,000	\$70,828	\$80,828	\$71,027	2018	\$10,000	\$66,735	\$76,735	\$69,703										
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<b>Sales Data</b> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>10/2006</td> <td>6004</td> <td>1063</td> <td>\$100</td> <td>WD</td> <td></td> </tr> <tr> <td>03/2001</td> <td>4682</td> <td>168</td> <td>\$72,500</td> <td>WD</td> <td></td> </tr> <tr> <td>11/1987</td> <td>2481</td> <td>545</td> <td>\$100</td> <td>WD</td> <td></td> </tr> <tr> <td>01/1973</td> <td>698</td> <td>850</td> <td>\$21,300</td> <td>WD</td> <td></td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller	Sale Date	Book	Page	Value	Type	Official Records (New Window)	10/2006	6004	1063	\$100	WD		03/2001	4682	168	\$72,500	WD		11/1987	2481	545	\$100	WD		01/1973	698	850	\$21,300	WD		<b>2020 Certified Roll Exemptions</b> HOMESTEAD EXEMPTION,VETERANS
Sale Date	Book	Page	Value	Type	Official Records (New Window)																										
10/2006	6004	1063	\$100	WD																											
03/2001	4682	168	\$72,500	WD																											
11/1987	2481	545	\$100	WD																											
01/1973	698	850	\$21,300	WD																											
	<b>Legal Description</b> LT 2 BLK 4 CHARBAR LAKE S/D PB 5 P 43 OR 6004 P 1063																														
	<b>Extra Features</b> METAL SHED																														

**Parcel Information**

Section  
Map Id:  
13-2S-30-2

Approx. Acreage:  
0.1932

Zoned:   
MDR

Evacuation & Flood Information  
[Open Report](#)

[Launch Interactive Map](#)

80  
87.3  
89.2  
108.2

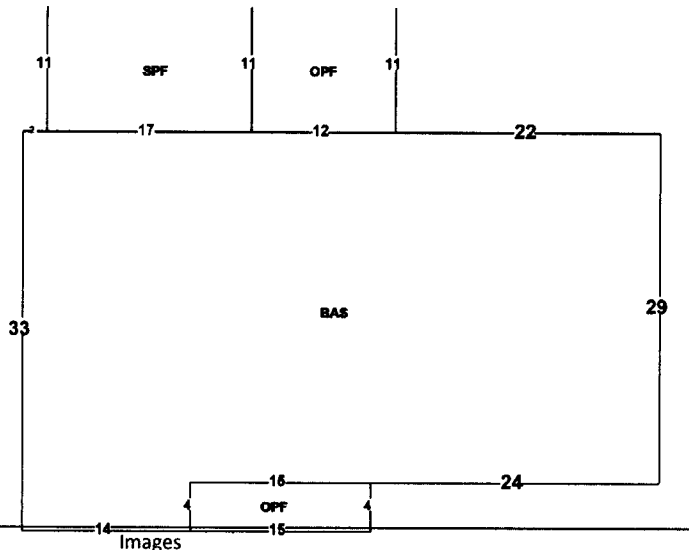
[View Florida Department of Environmental Protection\(DEP\) Data](#)

**Buildings**

Address:5402 TOMLINSON DR, Year Built: 1968, Effective Year: 1968, PA Building ID#: 75966

**Structural Elements**  
 DECOR/MILLWORK-AVERAGE  
 DWELLING UNITS-1  
 EXTERIOR WALL-BRICK-FACE/VENEER  
 FLOOR COVER-CARPET  
 FOUNDATION-SLAB ON GRADE  
 HEAT/AIR-CENTRAL H/AC  
 INTERIOR WALL-DRYWALL-PLASTER  
 NO. PLUMBING FIXTURES-6  
 NO. STORIES-1  
 ROOF COVER-COMPOSITION SHG  
 ROOF FRAMING-GABLE  
 STORY HEIGHT-0  
 STRUCTURAL FRAME-WOOD FRAME

**Areas - 1972 Total SF**  
 BASE AREA - 1593  
 OPEN PORCH FIN - 192  
 SCRPN PORCH FIN - 187



1/21/03

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

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **CITRUS CAPITAL HOLDINGS LLC** holder of **Tax Certificate No. 02461**, issued the **1st** day of **June, A.D., 2019** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

**LT 2 BLK 4 CHARBAR LAKE S/D PB 5 P 43 OR 6004 P 1063**

**SECTION 13, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 054000000 (0322-13)**

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

**GEORGE S KITT**

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 **7th** day of **March 2022**.

Dated this 17th day of May 2021.

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

## 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 8532, Page 901, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 02461, issued the 1st day of June, A.D., 2019

TAX ACCOUNT NUMBER: 054000000 (0322-13)

DESCRIPTION OF PROPERTY:

LT 2 BLK 4 CHARBAR LAKE S/D PB 5 P 43 OR 6004 P 1063

SECTION 13, TOWNSHIP 2 S, RANGE 30 W

NAME IN WHICH ASSESSED: GEORGE S KITT

Dated this 9th day of September 2021.



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: 054000000 Certificate Number: 002461 of 2019**

**Payor: GEORGE KITT 5402 TOMLINSON RD PENSACOLA, FL 32526 Date 09/09/2021**

Clerk's Check # 1  
 Tax Collector Check # 1

Clerk's Total	<del>\$544.06</del>	
Tax Collector's Total	<del>\$1,920.41</del>	1,954.57
Postage	<del>\$60.00</del>	
Researcher Copies	\$0.00	
Recording	\$10.00	
Prep Fee	\$7.00	
Total Received	<del>\$2,541.47</del>	\$1,971.57

**PAM CHILDERS  
 Clerk of the Circuit Court**

Received By: Hilmei Coppage  
 Deputy Clerk



**PAM CHILDERS**  
 CLERK OF THE CIRCUIT COURT  
 ARCHIVES AND RECORDS  
 CHILDSUPPORT  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
 COUNTY CIVIL  
 COUNTY CRIMINAL  
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 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 # 2019 TD 002461**

**Redeemed Date 09/09/2021**

**Name GEORGE KITT 5402 TOMLINSON RD PENSACOLA, FL 32526**

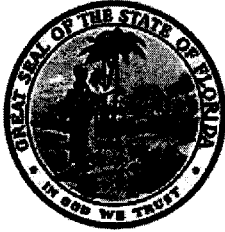
Clerk's Total = TAXDEED	\$544.06	<b>\$1,954.57</b>
Due Tax Collector = TAXDEED	<del>\$1,920.41</del>	
Postage = TD2	<del>\$60.00</del>	
ResearcherCopies = TD6	<del>\$0.00</del>	
Release TDA Notice (Recording) = RECORD2	\$10.00	
Release TDA Notice (Prep Fee) = TD4	\$7.00	

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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**FINANCIAL SUMMARY**

No Information Available - See Dockets



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

**Tax Deed - Redemption Calculator**  
**Account: 054000000 Certificate Number: 002461 of 2019**

Redemption	<input type="text" value="No"/>	Application Date	<input type="text" value="04/16/2021"/>	Interest Rate	<input type="text" value="18%"/>
		Final Redemption Payment ESTIMATED		Redemption Overpayment ACTUAL	
		Auction Date	<input type="text" value="03/07/2022"/>	Redemption Date	<input type="text" value="09/09/2021"/>
Months	11			5	
Tax Collector	<input type="text" value="\$1,643.06"/>			<input type="text" value="\$1,643.06"/>	
Tax Collector Interest	\$271.10			\$123.23	
Tax Collector Fee	<input type="text" value="\$6.25"/>			<input type="text" value="\$6.25"/>	
Total Tax Collector	\$1,920.41			\$1,772.54	T.C.
Record TDA Notice	<input type="text" value="\$17.00"/>			<input type="text" value="\$17.00"/>	
Clerk Fee	<input type="text" value="\$130.00"/>			<input type="text" value="\$130.00"/>	
Sheriff Fee	<input type="text" value="\$120.00"/>			<input type="text" value="\$120.00"/>	-
Legal Advertisement	<input type="text" value="\$200.00"/>			<input type="text" value="\$200.00"/>	-
App. Fee Interest	\$77.06			\$35.03	
Total Clerk	\$544.06			\$502.03	C.H.
Release TDA Notice (Recording)	<input type="text" value="\$10.00"/>			<input type="text" value="\$10.00"/>	
Release TDA Notice (Prep Fee)	<input type="text" value="\$7.00"/>			<input type="text" value="\$7.00"/>	
Postage	<input type="text" value="\$60.00"/>			<input type="text" value="\$0.00"/>	
Researcher Copies	<input type="text" value="\$0.00"/>			<input type="text" value="\$0.00"/>	
Total Redemption Amount	\$2,541.47			\$2,291.57	-120-200
		Repayment Overpayment Refund Amount		\$249.90	\$1,971.57
Book/Page	<input type="text" value="8532"/>			<input type="text" value="901"/>	



**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 #: 05-4000-000 CERTIFICATE #: 2019-2461

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 6, 2001 to and including December 6, 2021 Abstractor: Cody Campbell

BY

Michael A. Campbell,  
As President  
Dated: December 20, 2021

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

December 20, 2021

Tax Account #: **05-4000-000**

1. The Grantee(s) of the last deed(s) of record is/are: **GEORGE S. KITT**  
  
**By Virtue of Trustee's Deed recorded 10/4/2006 in OR 6004/1063**
  
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 Larry K. Hardin, and Nancy C. Hardin, Trustees of the Hardin Living Trust, recorded 4/12/2006 - OR 5882/485, as re-recorded 10/4/2006 - OR 6004/1066, together with Mortgage and Note Modification Agreement recorded 5/9/2016 - OR 7520/885.**
  - b. **Judgment in favor of HSBC BANK NEVADA, N.A., f/k/a Household Bank (SB), N.A. recorded 4/20/2006 – OR 5887/501**
  
4. Taxes:  
  
**Taxes for the year(s) NONE are delinquent.**  
**Tax Account #: 05-4000-000**  
**Assessed Value: \$72,660.00**  
**Exemptions: HOMESTEAD EXEMPTION, VETERANS**
  
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 7, 2022**

**TAX ACCOUNT #:** \_\_\_\_\_ **05-4000-000**

**CERTIFICATE #:** \_\_\_\_\_ **2019-2461**

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                                  |  |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Notify City of Pensacola, P.O. Box 12910, 32521        |
| <input type="checkbox"/>            | <input checked="" type="checkbox"/> | Notify Escambia County, 190 Governmental Center, 32502 |
| <input checked="" type="checkbox"/> | <input type="checkbox"/>            | Homestead for <u>2020</u> tax year.                    |

**GEORGE S. KITT AKA GEORGE SAM KITT**  
5402 TOMLINSON DR  
PENSACOLA, FL 32526

**GEORGE S. KITT**  
5245 FLAX RD  
PENSACOLA, FL 32504-8427

**LARRY K. HARDIN AND NANCY C. HARDIN**  
**TRUSTEES OF THE HARDIN LIVING TRUST**  
5652 ESPERANTO DR  
PENSACOLA, FL 32526

**HSBC BANK NEVADA, N.A.**  
111 TOWN CENTER DRIVE  
LAS VEGAS, NV 89128

**NANCY C. HARDIN AS TRUSTEE OF**  
**THE HARDIN REVOCABLE LIVING TRUST**  
1584 ALLEN COURT  
ASHEBORO, NC 27205

Certified and delivered to Escambia County Tax Collector, this 20<sup>th</sup> day of December, 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**

**December 20, 2021**

**Tax Account #:05-4000-000**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**LT 2 BLK 4 CHARBAR LAKE S/D PB 5 P 43 OR 6004 P 1063**

**SECTION 13, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 05-4000-000(0322-13)**

Recorded in Public Records 10/04/2006 at 10:05 AM OR Book 6004 Page 1063,  
Instrument #2006100512, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$27.00

**Ernie Lee Magaha**  
**CLERK OF THE CIRCUIT COURT**  
**ESCAMBIA COUNTY FLORIDA**  
INST# 2006036974 04/12/2006 at 10:41 AM  
OFF REC BK: 5882 PG: 482 - 484 Doc Type: TD  
RECORDING: \$27.00  
Deed Stamp: \$910.00

Prepared by  
Deborah Timbie, an employee of  
Esquire Title Research of Pensacola, LLC  
17 West Government Street  
Pensacola, Florida 32502  
(850)429-9949

Return to: Grantee

File No.: 3384-1142745 RE RECORDED TO CORRECT SIGNATURE PAGES

### **TRUSTEE'S DEED**

The name of each person who executed, witnessed, or notarized this document must legibly be printed, typewritten or stamped immediately beneath the signature of such person.

THIS INDENTURE, executed on **March 30, 2006**, between

**Larry K. Hardin, Trustee and Nancy C. Hardin, Trustee, of the Hardin Living Trust**

whose mailing address is: 5652 Esperanto Drive, Pensacola, FL 32526,  
party of the first part, and

**George S. Kitt, a single man**

whose mailing address is: 5402 Tomlinson Drive , Pensacola, FL 32526  
party of the second part,

WITNESSETH: The party of the first part, for and in consideration of the sum of \$10.00 and other good and valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, release, convey and confirm to the party of the second part, their heirs and assigns, all that certain land situate in **Escambia** County, **Florida**, to-wit:

LOT 2, BLOCK 4, CHARBAR LAKE SUBDIVISION, A SUBDIVISION OF A PORTION OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED ACCORDING TO PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 5, PAGE 43 OF THE PUBLIC RECORDS OF SAID COUNTY.

Parcel Identification Number: **132S30-4100-002-004**

**SUBJECT** to covenants, restrictions, easements of record and taxes for the current year.

TRUSTEE(S), Larry K. Hardin, Trustee & Nancy C. Hardin, Trustee, has/have full power to sell, transfer, mortgage said real estate.

TOGETHER WITH all singular the tenements, hereditaments and appurtenances belonging to or in anywise appertaining to that real property.

AND the party of the first part does covenant to and with the party of the second part, their heirs and assigns, that in all things preliminary to and in and about the sale and this conveyance the Laws of Florida have been followed and complied with in all respects.

In Witness Whereof, the parties of the first part have hereunto set their hand(s) and seal(s) the day and year first above written.

Larry K. Hardin and Nancy C. Hardin,  
Trustees of the Hardin Living Trust

*Larry K. Hardin*  
\_\_\_\_\_

Larry K. Hardin, Trustee

*Nancy C. Hardin*  
\_\_\_\_\_

Nancy C. Hardin, Trustee

Signed, sealed and delivered in our presence:

*D Timbie*  
\_\_\_\_\_

Witness Signature

Print Name: D TIMBIE

*Philip J. Fisher Jr*  
\_\_\_\_\_

Witness Signature

Print Name: PHILIP J. FISHER JR

State of **Florida**

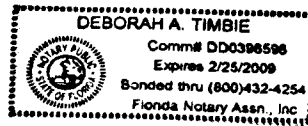
County of **Escambia**

**THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED** before me on **March 30, 2006**, by **Larry K. Hardin, Trustee and Nancy C. Hardin, Trustee, of the Hardin Living Trust** who is/are personally known to me or has/have produced a valid driver's license as identification.

*Deborah A. Timbie*  
\_\_\_\_\_

NOTARY PUBLIC

Notary Print Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_





1142745

### 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 may additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V, requires 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 acknowledgement by the County of the veracity of any disclosure statement.

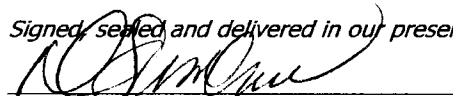
Name of Roadway: **Tomlinson Drive**

Legal Address of Property: **5402 Tomlinson Drive, Pensacola, Florida 32526**

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

This form completed by: **Esquire Title Research of Pensacola, LLC  
17 West Government Street  
Pensacola, Florida 32502**


*Signed, sealed and delivered in our presence:*

  
Witness Signature


Print Name: D. TIMBIE

  
Witness Signature

Print Name: PHILIP J. FISCHER JR

Hardin Living Trust  
  
Larry K. Hardin, Trustee

  
Nancy C. Hardin, Trustee

  
George S. Kitt

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

Prepared by  
Deborah Timbie, an employee of  
Esquire Title Research of Pensacola, LLC  
17 West Government Street  
Pensacola, Florida 32502  
(850)429-9949

Return to: Mortgagee

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL  
BALANCE DUE UPON MATURITY IS \$101,469.43 TOGETHER WITH ACCRUED INTEREST, IF  
ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS  
MORTGAGE.**

**MORTGAGE DEED**

(Individual Balloon)

**THIS MORTGAGE DEED**, executed on **3/30/2006**, by

**George S. Kitt, a single man**

whose address is: **5402 Tomlinson Drive, Pensacola, FL 32526**  
hereinafter called the "Mortgagor", to

**Larry K. Hardin, Trustee Nancy C. Hardin, Trustees of the Hardin Living Trust**

whose address is: **5652 Esperanto Drive, Pensacola, FL 32526**  
hereinafter called the "Mortgagee":

(Wherever used herein the terms "Mortgagor" and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "Note" includes all the notes herein described if more than one.)

**Witnesseth**, that for good and valuable considerations and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the Mortgagee all that certain land of which the Mortgagor is now seized and in possession situate in Escambia County, Florida, viz:

LOT 2, BLOCK 4, CHARBAR LAKE SUBDIVISION, A SUBDIVISION OF A PORTION OF SECTION 13,  
TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED ACCORDING TO  
PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 5, PAGE 43 OF THE PUBLIC RECORDS OF SAID  
COUNTY.

**To have and to hold**, the same, together with the tenements, hereditaments and appurtenances thereto belonging and the rents, issue and profits thereof, unto the Mortgagee, in fee simple.

**And the Mortgagor** covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby fully warrants the title to said land, and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances, except taxes of the current year, and any prior mortgages and/or liens as stated elsewhere herein.

**Provided always**, that if said Mortgagor shall pay unto said Mortgagee all sums secured by the certain promissory note attached as Exhibit "A" hereto, and shall perform, comply with and abide by each and every agreement, stipulation, condition and covenant thereof, and of this mortgage, then this mortgage and the estate hereby created shall cease, determine and be null and void.

**And the Mortgagor** hereby further covenants and agrees to pay, promptly when due, the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than full insurable value in a company or companies acceptable to the Mortgagee, the policy or policies to be held by, and payable to, said Mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the Mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the Mortgagor for any such surplus; to pay all costs, charges and expenses, including attorney's fees and title searches, reasonably incurred and paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every agreement, stipulation, condition and covenant set forth in said note and this mortgage or either. In the event the Mortgagor fails to pay, when due, any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

**Mortgagee may require**, subject to applicable law, that Borrower/Mortgagor pay to Mortgagee on the day monthly payments are due under the note secured hereby, until said note is paid in full, a sum for (a) yearly taxes and assessments which may obtain priority over this security instrument; (b) hazard or property insurance; (c) flood insurance, and (d) for any other assessment or lien which may impair the lien or attain priority over this security instrument and the note secured hereby. These amounts shall be considered escrowed amounts. Waiver by Mortgagee to collect said escrowed amounts at any time shall not constitute a waiver to exercise Mortgagee's right to elect to collect said payment(s) at any later time while any sums of money due under this mortgage, or the note secured hereby, remain unpaid.

**If any sum** of money herein referred to be not promptly paid within **30** days after same becomes due or if each and every agreement, stipulation, condition, and covenant of said note and this mortgage, or either, is not fully performed, complied with and abided by, then the entire sum mentioned in said note and this mortgage, or the entire balance unpaid therein, shall forthwith or thereafter, at the option of the Mortgagee, become immediately due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

In Witness Whereof, the parties of the first part have hereunto set their hand(s) and seal(s) the day and year first above written.

Larry K. Hardin and Nancy C. Hardin,  
Trustees of the Hardin Living Trust

Larry K. Hardin  
Larry K. Hardin, Trustee

Nancy C. Hardin  
Nancy C. Hardin, Trustee

Signed, sealed and delivered in our presence:

[Signature]  
Witness Signature

Print Name: D TIMBIE

[Signature]  
Witness Signature

Print Name: PHILIP J. FECHER JR.

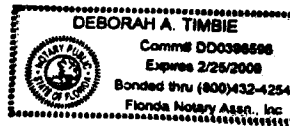
State of **Florida**

County of **Escambia**

**THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED** before me on **March 30, 2006**, by **Larry K. Hardin, Trustee and Nancy C. Hardin, Trustee, of the Hardin Living Trust** who is/are personally known to me or has/have produced a valid driver's license as identification.

[Signature]  
NOTARY PUBLIC

Notary Print Name \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**THIS IS A BALLOON NOTE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$ TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS NOTE.**

**MORTGAGE NOTE**  
(Individual Balloon)

**\$105,000.00**

**March 30, 2006**

**FOR VALUE RECEIVED**, the undersigned hereinafter **George S. Kitt** promises to pay to **Larry K. Hardin and Nancy C. Hardin, Trustees of the Larry K. and Nancy C. Hardin Living Trust**, the principal sum of **105,000.00 Dollars and no/100 ( \$105,000.00 )** with interest thereon at the rate of **9.00**percent, per annum, from date until maturity, said interest being payable as set forth below, both principal and interest being payable in lawful money of the United States of America at **5652 Esperanto Drive, Pensacola, FL 32526**, or at such other address as the holder from time to time may specify by written notice to the maker, said principal and interest to be paid on the date and in the manner following:

Payable in **119** consecutive monthly installments of **\$809.93**, including principal and interest commencing on **5/1/2006** and continuing on the **First** day of each month thereafter until balloon date, on which date a **BALLOON PAYMENT IN THE AMOUNT OF \$101,469.43** together with any unpaid interest and all other sums due under this note, shall be paid in full. Said installment when so paid shall be applied first to the interest then accrued and the balance thereof to the reduction of the principal.

Late charges shall accrue at the rate of 5% for any payment not received before 10 days late. There shall be a prepayment penalty of 5% if paid in full within 3 years from date.

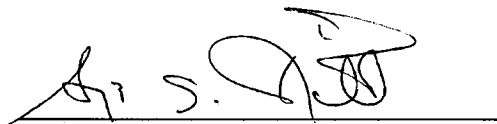
This note is to be construed and enforced according to the laws of the State of Florida, and is secured by mortgage on real estate of even date herewith.

If default be made in the payment of any of said sums or interest or in the performance of any agreements contained herein or in the said mortgage, and if such default is not made good within **30** days, then, at the option of the holder of the same, the principal sum then remaining unpaid with accrued interest shall immediately become due and collectable without notice, time being of the essence to this contract, and said principal sum and said accrued interest shall both bear interest at the maximum rate per annum allowed by law, from such time until paid.

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

Documentary Tax has been paid and proper stamps have been affixed to the Mortgage.

**Maker's Address:** 5402 Tomlinson Drive, Pensacola, FL 32526

  
George S. Kitt

**Ernie Lee Magaha**  
**CLERK OF THE CIRCUIT COURT**  
**ESCAMBIA COUNTY FLORIDA**  
INST# 2006036975 04/12/2006 at 10:41 AM  
OFF REC BK: 5882 PG: 435 - 488 Doc Type: MTG  
RECORDING: \$35.50

MTG Stamps \$367.50 Int. Tax \$210.00

Prepared by  
Deborah Timbie, an employee of  
Esquire Title Research of Pensacola, LLC  
17 West Government Street  
Pensacola, Florida 32502  
(850)429-9949

Return to: Mortgagee RERECORDED TO CORRECT SIGNATURE PAGES

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL  
BALANCE DUE UPON MATURITY IS \$101,469.43 TOGETHER WITH ACCRUED INTEREST, IF  
ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS  
MORTGAGE.**

### **MORTGAGE DEED**

(Individual Balloon)

**THIS MORTGAGE DEED**, executed on **3/30/2006**, by

**George S. Kitt, a single man**

whose address is: **5402 Tomlinson Drive, Pensacola, FL 32526**  
hereinafter called the "Mortgagor", to

**Larry K. Hardin, Trustee Nancy C. Hardin, Trustees of the Hardin Living Trust**

whose address is: **5652 Esperanto Drive, Pensacola, FL 32526**  
hereinafter called the "Mortgagee":

(Wherever used herein the terms "Mortgagor" and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "Note" includes all the notes herein described if more than one.)

**Witnesseth**, that for good and valuable considerations and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the Mortgagee all that certain land of which the Mortgagor is now seized and in possession situate in Escambia County, Florida, viz:

LOT 2, BLOCK 4, CHARBAR LAKE SUBDIVISION, A SUBDIVISION OF A PORTION OF SECTION 13,  
TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED ACCORDING TO  
PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 5, PAGE 43 OF THE PUBLIC RECORDS OF SAID  
COUNTY.

**To have and to hold**, the same, together with the tenements, hereditaments and appurtenances thereto belonging and the rents, issue and profits thereof, unto the Mortgagee, in fee simple.

**And the Mortgagor** covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor hereby fully warrants the title to said land, and will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances, except taxes of the current year, and any prior mortgages and/or liens as stated elsewhere herein.

**Provided always**, that if said Mortgagor shall pay unto said Mortgagee all sums secured by the certain promissory note attached as Exhibit "A" hereto, and shall perform, comply with and abide by each and every agreement, stipulation, condition and covenant thereof, and of this mortgage, then this mortgage and the estate hereby created shall cease, determine and be null and void.

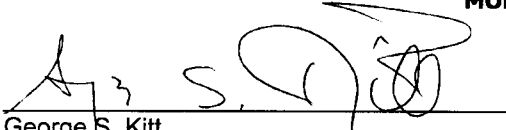
**And the Mortgagor** hereby further covenants and agrees to pay, promptly when due, the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than full insurable value in a company or companies acceptable to the Mortgagee, the policy or policies to be held by, and payable to, said Mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the Mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the Mortgagor for any such surplus; to pay all costs, charges and expenses, including attorney's fees and title searches, reasonably incurred and paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every agreement, stipulation, condition and covenant set forth in said note and this mortgage or either. In the event the Mortgagor fails to pay, when due, any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

**Mortgagee may require**, subject to applicable law, that Borrower/Mortgagor pay to Mortgagee on the day monthly payments are due under the note secured hereby, until said note is paid in full, a sum for (a) yearly taxes and assessments which may obtain priority over this security instrument; (b) hazard or property insurance; (c) flood insurance, and (d) for any other assessment or lien which may impair the lien or attain priority over this security instrument and the note secured hereby. These amounts shall be considered escrowed amounts. Waiver by Mortgagee to collect said escrowed amounts at any time shall not constitute a waiver to exercise Mortgagee's right to elect to collect said payment(s) at any later time while any sums of money due under this mortgage, or the note secured hereby, remain unpaid.

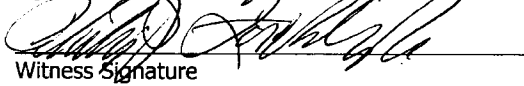
**If any sum** of money herein referred to be not promptly paid within **30** days after same becomes due or if each and every agreement, stipulation, condition, and covenant of said note and this mortgage, or either, is not fully performed, complied with and abided by, then the entire sum mentioned in said note and this mortgage, or the entire balance unpaid therein, shall forthwith or thereafter, at the option of the Mortgagee, become immediately due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

In **Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$101,469.43 TOGETHER WITH ACCURED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.**

  
George S. Kitt

Signed, sealed and delivered in our presence:

  
Witness Signature

Print Name: PHILIP J. FISCHER JR.

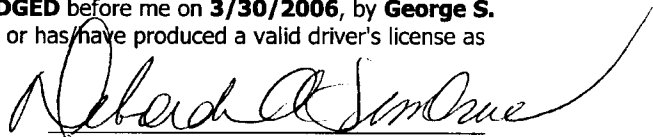
  
Witness Signature

Print Name: D TIMBIE

State of **Florida**

County of **Escambia**

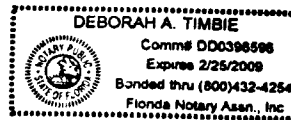
**THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED** before me on **3/30/2006**, by **George S. Kitt, a single man** who is/are personally known to me or has/have produced a valid driver's license as identification.



NOTARY PUBLIC

Notary Print Name

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





**THIS IS A BALLOON NOTE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$ TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS NOTE.**

**MORTGAGE NOTE**  
(Individual Balloon)

**\$105,000.00**

**March 30, 2006**

**FOR VALUE RECEIVED**, the undersigned hereinafter **George S. Kitt** promises to pay to **Larry K. Hardin and Nancy C. Hardin, Trustees of the Larry K. and Nancy C. Hardin Living Trust**, the principal sum of **105,000.00 Dollars and no/100 ( \$105,000.00 )** with interest thereon at the rate of **9.00**percent, per annum, from date until maturity, said interest being payable as set forth below, both principal and interest being payable in lawful money of the United States of America at **5652 Esperanto Drive, Pensacola, FL 32526**, or at such other address as the holder from time to time may specify by written notice to the maker, said principal and interest to be paid on the date and in the manner following:

Payable in **119** consecutive monthly installments of **\$809.93**, including principal and interest commencing on **5/1/2006** and continuing on the **First** day of each month thereafter until balloon date, on which date a **BALLOON PAYMENT IN THE AMOUNT OF \$101,469.43** together with any unpaid interest and all other sums due under this note, shall be paid in full. Said installment when so paid shall be applied first to the interest then accrued and the balance thereof to the reduction of the principal.

Late charges shall accrue at the rate of 5% for any payment not received before 10 days late. There shall be a prepayment penalty of 5% if paid in full within 3 years from date.

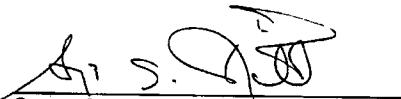
This note is to be construed and enforced according to the laws of the State of Florida, and is secured by mortgage on real estate of even date herewith.

If default be made in the payment of any of said sums or interest or in the performance of any agreements contained herein or in the said mortgage, and if such default is not made good within **30** days, then, at the option of the holder of the same, the principal sum then remaining unpaid with accrued interest shall immediately become due and collectable without notice, time being of the essence to this contract, and said principal sum and said accrued interest shall both bear interest at the maximum rate per annum allowed by law, from such time until paid.

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

Documentary Tax has been paid and proper stamps have been affixed to the Mortgage.

**Maker's Address:** 5402 Tomlinson Drive, Pensacola, FL 32526

  
George S. Kitt

THIS INSTRUMENT PREPARED BY  
AND WHEN RECORDED RETURN TO:  
Richard H. Turner, Esquire  
801 W. Romana Street, Unit C  
Pensacola, FL 32502

## **MORTGAGE AND NOTE MODIFICATION AGREEMENT**

THIS AGREEMENT, made and entered into as of this 6<sup>th</sup> day of May, 2016, and effective this same date, by and between NANCY C. HARDIN, AS TRUSTEE OF THE HARDIN REVOCABLE LIVING TRUST whose address is 1584 Allen Court, Asheboro, North Carolina 27205, hereinafter referred to as "Mortgagee" or "Payee", and GEORGE S. KITT, whose address 5402 Tomlinson Drive, Pensacola, Florida 32526 hereinafter referred to as "Mortgagor" or "Maker".

### **WITNESSETH:**

WHEREAS, Mortgagor did make and deliver to Mortgagee that certain Mortgage Note and Mortgage Deed dated March 30, 2006, recorded in Official Records Book 5882, Pages 485-488, and a corrective Mortgage Deed dated March 30, 2006 and recorded in Official Records Book 6004, Pages 1066-1069 of the Public Records of Escambia County, Florida, (hereinafter referred to as "Mortgage" individually), securing a Promissory Note of same date in the original principal sum of \$105,000.00, (hereinafter referred to a "Promissory Note"); and

WHEREAS, the Mortgage encumber the land legally described in said Mortgage together with all improvements thereon; and

WHEREAS, Mortgagee and Mortgagor have consented to a modification of several terms of the Note and Mortgage;

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RECITAL.** The recitals contained herein are true and correct and are incorporated herein by this reference.
2. **MORTGAGE VALIDITY.** The Mortgage herein described constitutes a valid mortgage lien against the property described therein in favor of the Mortgagee.
3. **PRIOR LOAN DOCUMENTS.** Except as herein modified, all the documents described and referred to in the foregoing recital shall remain in full force and effect, as shall all other documents executed at the time of the execution of the Mortgage and Promissory Note.
4. **AFFIRMATION OF DEBT.** The Parties hereto affirm, agree, and acknowledge that the current unpaid principal loan balance owing to the Mortgagee pursuant to the Promissory Note as of May 6, 2016 is \$87,469.43. All payments due under said Promissory Note are paid through and including the payment made on April 1, 2016.
5. **MODIFICATION OF TERMS.** The Mortgage and Promissory Note are hereby modified to include the following terms:
  - a) The collateral for this loan is the same -real property located at 5402 Tomlinson Drive, Pensacola, Florida 32526. The legal description is attached hereto as Exhibit "A" hereto.
  - b) The next scheduled payment shall be due on May 15, 2016, and continuing on the same day of each month thereafter.
  - c) The interest rate shall be modified to four percent (4.00%) and the monthly payment shall be Six Hundred Forty-Seven dollars and no/100 (\$647.00).
  - d) The note shall mature on April 15, 2031.
  - e) Mortgagee shall be responsible for the preparation and recordation of all documents necessary for this modification.
6. **FURTHER ASSURANCES.** Mortgagor hereby certifies that it is the owner of the Subject Property described in the Mortgage, and that there are no other liens or encumbrances or claims against it other than the lien of that Mortgage (except the lien of real property taxes); and in consideration of these premises, the undersigned does hereby acknowledge, covenant and agree that the Mortgage, as herein modified, secures payment of the indebtedness to the Mortgagee, and that the Mortgage and Assignment is binding upon the undersigned Mortgagor, its successors and assigns, and is a first mortgage on the real property described therein, as modified herein, for the total indebtedness of the Mortgagor.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date and year set forth above.

Signed, sealed and delivered  
In the presence of:

MORTGAGOR:

TJ Ackenhausen  
Witness: TJ Ackenhausen  
Miranda N. McKinnon  
Witness:

George S. Kitt  
GEORGE S. KITT

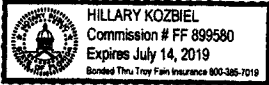
MORTGAGEE:  
NANCY C. HARDIN, as trustee of the  
HARDIN REVOCABLE LIVING TRUST

TJ Ackenhausen  
Witness: TJ Ackenhausen  
Miranda N. McKinnon  
Witness:

By: Nancy C. Hardin  
NANCY C. HARDIN

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

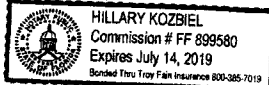
The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of May, 2016 by George S. Kitt, who personally appeared before me and who produced drivers licenses as identification.



Hillary Kozbiel  
NOTARY PUBLIC-STATE OF FLORIDA

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of June, 2014 by Nancy C. Hardin, as trustee of the Hardin Revocable Living Trust, who personally appeared before me and who is personally known to me or who produced drivers license as identification.



Hillary Kozbiel  
NOTARY PUBLIC-STATE OF FLORIDA

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

LOT 2, BLOCK 4, CHARBAR LAKE SUBDIVISION, A SUBDIVISION OF A PORTION OF SECTION 13, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED ACCORDING TO PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 5, PAGE 43 OF THE PUBLIC RECORDS OF SAID COUNTY.

IN THE COUNTY COURT  
IN AND FOR ESCAMBIA  
COUNTY, FLORIDA

CASE NUMBER: 2005-SC-4703  
DIVISION: V

HSBC BANK NEVADA, N.A.,  
f/k/a Household Bank (SB), N.A.,  
Plaintiff,

vs.

GEORGE S KITT,  
Defendant.

FINAL JUDGMENT

This cause came before the Court on Plaintiff's Motion for Judgment on the Pleadings and the Court finding that the Defendant is indebted to the Plaintiff, for the sum of \$1,212.45, it is:

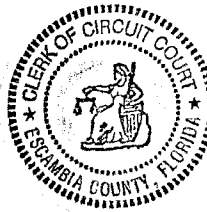
ADJUDGED that the Plaintiff, HSBC BANK NEVADA, N.A., F/K/A HOUSEHOLD BANK (SB), N.A., recover from the Defendant, GEORGE S KITT, the sum of \$1,212.45, together with \$630.00 as a reasonable fee for the Plaintiff's attorney pursuant to the Affidavit as to the Reasonable Attorney's Fee filed in this cause, and cost herein taxed at \$175.00; all of which shall bear interest at the rate of nine percent (9%) a year, and in addition, pre-judgment interest of \$0.00, for all of the above let execution issue.

DONE AND ORDERED at Pensacola, Escambia County, Florida this 21st day of March, 2006.

  
\_\_\_\_\_  
JUDGE

Copies to:  
Jessica R. Black  
BRAY & LUNSFORD, P.A.  
Attorney for Plaintiff  
P. O. Box 53197  
Jacksonville, FL 32201

George S Kitt  
Defendant  
5245 Flax Road  
Pensacola, FL 32504-8427  
SSN: 264-98-2510



Certified to be a true copy of  
the original on file in this office  
Witness my hand and official seal  
ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
Escambia County, Florida  
By: Ernie Lee Magaha D.C.  
Date: 4/20/06

PLAINTIFF'S ADDRESS:  
HSBC Bank Nevada, N.A., f/k/a Household  
Bank (SB), N.A.  
1111 Town Center Drive  
Las Vegas, NV 89128

Case: 2005 SC 004703



00034087175

Dkt: CC1033 Pg#: