



# 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

0322-85

## 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	FRAY EDDIE L & FRAY CYNTHIA 911 CATERPILLAR LANE CANTONMENT, FL 32533 3 GULF ST 07-2439-500 LT 13 BLK 1 WARRINGTON COURT PB 2 P 94 OR 7958 P 1365 CA 176	Certificate #	2019 / 3553
		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)
# 2019/3553	06/01/2019	843.76	42.19	885.95
→Part 2: Total*				885.95

## 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)
# 2020/3858	06/01/2020	863.47	6.25	43.17	912.89
Part 3: Total*					912.89

## 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)	1,798.84
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	786.61
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	2,960.45

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

**Part 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. <b>Total Paid (Lines 8-13)</b>	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
<p>Sign here: _____ Date of sale <u>03/07/2022</u></p> <p>Signature, Clerk of Court or Designee</p>	

**INSTRUCTIONS**

*16.25*

**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: 2100305

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
07-2439-500	2019/3553	06-01-2019	LT 13 BLK 1 WARRINGTON COURT PB 2 P 94 OR 7958 P 1365 CA 176

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

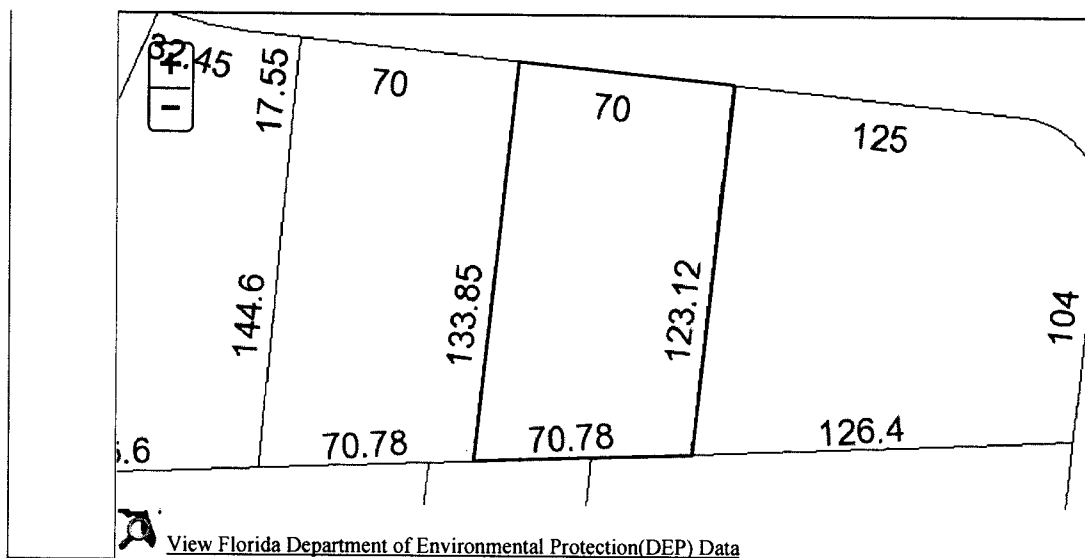
[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)

[←](#)
[Nav. Mode](#)
[⊙ Account](#)
[○ Reference](#)
[➔](#)

[Printer Friendly Version](#)

<b>General Information</b> <b>Reference:</b> 342S301332130001 <b>Account:</b> 072439500 <b>Owners:</b> FRAY EDDIE L & FRAY CYNTHIA <b>Mail:</b> 911 CATERPILLAR LANE CANTONMENT, FL 32533 <b>Situs:</b> 3 GULF ST 32506 <b>Use Code:</b> SINGLE FAMILY RESID <b>Taxing Authority:</b> COUNTY MSTU <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a> Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector	<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>\$9,000</td> <td>\$37,871</td> <td>\$46,871</td> <td>\$46,871</td> </tr> <tr> <td>2019</td> <td>\$9,000</td> <td>\$37,175</td> <td>\$46,175</td> <td>\$46,175</td> </tr> <tr> <td>2018</td> <td>\$9,443</td> <td>\$34,519</td> <td>\$43,962</td> <td>\$43,962</td> </tr> </tbody> </table> <a href="#">Disclaimer</a> <a href="#">Market Value Breakdown Letter</a> <a href="#">Tax Estimator</a> <a href="#">File for New Homestead Exemption Online</a> <a href="#">Report Storm Damage</a>	Year	Land	Imprv	Total	Cap Val	2020	\$9,000	\$37,871	\$46,871	\$46,871	2019	\$9,000	\$37,175	\$46,175	\$46,175	2018	\$9,443	\$34,519	\$43,962	\$43,962																						
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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>08/28/2018</td> <td>7958</td> <td>1365</td> <td>\$65,000</td> <td>WD</td> <td></td> </tr> <tr> <td>08/08/2012</td> <td>6901</td> <td>1317</td> <td>\$24,000</td> <td>WD</td> <td></td> </tr> <tr> <td>02/1995</td> <td>3774</td> <td>169</td> <td>\$100</td> <td>QC</td> <td></td> </tr> <tr> <td>02/1986</td> <td>2282</td> <td>629</td> <td>\$100</td> <td>WD</td> <td></td> </tr> <tr> <td>01/1978</td> <td>1260</td> <td>450</td> <td>\$1,000</td> <td>OJ</td> <td></td> </tr> <tr> <td>01/1973</td> <td>731</td> <td>435</td> <td>\$12,500</td> <td>SC</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)	08/28/2018	7958	1365	\$65,000	WD		08/08/2012	6901	1317	\$24,000	WD		02/1995	3774	169	\$100	QC		02/1986	2282	629	\$100	WD		01/1978	1260	450	\$1,000	OJ		01/1973	731	435	\$12,500	SC		<b>2020 Certified Roll Exemptions</b> None  <b>Legal Description</b> LT 13 BLK 1 WARRINGTON COURT PB 2 P 94 OR 7958 P 1365 CA 176  <b>Extra Features</b> None
Sale Date	Book	Page	Value	Type	Official Records (New Window)																																						
08/28/2018	7958	1365	\$65,000	WD																																							
08/08/2012	6901	1317	\$24,000	WD																																							
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01/1978	1260	450	\$1,000	OJ																																							
01/1973	731	435	\$12,500	SC																																							

<b>Parcel Information</b>  <b>Section</b> <b>Map Id:</b> CA176  <b>Approx. Acreage:</b> 0.1982  <b>Zoned:</b> CONSULT ZONING AUTHORITY  <b>Evacuation &amp; Flood Information</b> <a href="#">Open Report</a>	<a href="#">Launch Interactive Map</a>
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#### Buildings

Address: 3 GULF ST, Year Built: 1953, Effective Year: 1953, PA Building ID#: 84067

##### Structural Elements

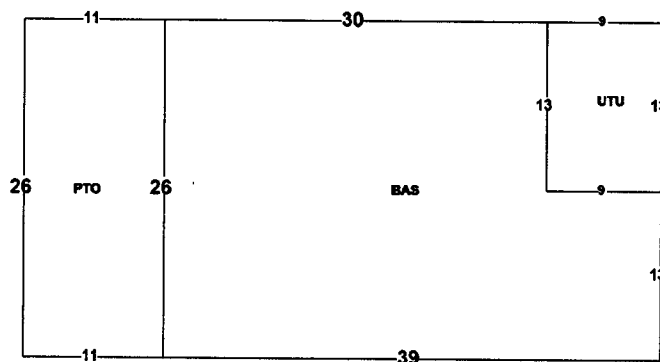
DECOR/MILLWORK-AVERAGE  
 DWELLING UNITS-1  
 EXTERIOR WALL-VINYL SIDING  
 FLOOR COVER-ASPHALT TILE  
 FOUNDATION-SLAB ON GRADE  
 HEAT/AIR-CENTRAL H/AC  
 INTERIOR WALL-DRYWALL-PLASTER  
 NO. PLUMBING FIXTURES-3  
 NO. STORIES-1  
 ROOF COVER-COMPOSITION SHG  
 ROOF FRAMING-GABLE  
 STORY HEIGHT-0  
 STRUCTURAL FRAME-WOOD FRAME

Areas - 1300 Total SF

BASE AREA - 897

PATIO - 286

UTILITY UNF - 117



#### Images



1/24/19

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

Last Updated: 04/29/2021 (tc.3700)

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **CITRUS CAPITAL HOLDINGS LLC** holder of **Tax Certificate No. 03553**, 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 13 BLK 1 WARRINGTON COURT PB 2 P 94 OR 7958 P 1365 CA 176**

**SECTION 34, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 072439500 (0322-35)**

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

**EDDIE L FRAY and CYNTHIA FRAY**

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

**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

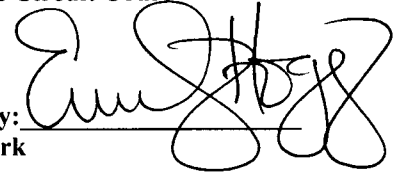
**PAM CHILDERS, CLERK OF THE CIRCUIT COURT  
 Tax Certificate Redeemed From Sale  
 Account: 072439500 Certificate Number: 003553 of 2019**

**Payor: MICHAEL AND KELLY ROGERS 3005 KECK RD MOLINO FL 32577 Date 11/09/2021**

Clerk's Check #	292188	Clerk's Total	\$544.06
Tax Collector Check #	1	Tax Collector's Total	\$3,473.59
		Postage	\$60.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	<del>\$4,076.23</del>

**\$3,490.59**

**PAM CHILDERS  
 Clerk of the Circuit Court**

Received By:   
 Deputy Clerk

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

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



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

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

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

**Case # 2019 TD 003553**  
**Redeemed Date 11/09/2021**

**Name MICHAEL AND KELLY ROGERS 3005 KECK RD MOLINO FL 32577**

Clerk's Total = TAXDEED	\$544.06	#3,473.59
Due Tax Collector = TAXDEED	\$3,455.17	
Postage = TD2	\$60.00	
ResearcherCopies = TD6	\$0.00	
Release TDA Notice (Recording) = RECORD2	\$10.00	
Release TDA Notice (Prep Fee) = TD4	\$7.00	

• For Office Use Only

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

No Information Available - See Dockets





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

**Tax Deed - Redemption Calculator**

**Account: 072439500 Certificate Number: 003553 of 2019**

Redemption  Application Date  Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="03/07/2022"/>	Redemption Date <input type="text" value="11/09/2021"/>
Months	11	7
Tax Collector	<input type="text" value="\$2,960.45"/>	<input type="text" value="\$2,960.45"/>
Tax Collector Interest	\$488.47	\$310.85
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$3,455.17	<input type="text" value="\$3,277.55"/> <i>IC</i>
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	\$49.04
Total Clerk	\$544.06	<input type="text" value="\$516.04"/> <i>CT</i>
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	\$4,076.23	\$3,810.59
	Repayment Overpayment Refund Amount	\$265.64
Book/Page	<input type="text" value="8534"/>	<input type="text" value="952"/>

## 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 8534, Page 952, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 03553, issued the 1st day of June, A.D., 2019

TAX ACCOUNT NUMBER: 072439500 (0322-35)

DESCRIPTION OF PROPERTY:

LT 13 BLK 1 WARRINGTON COURT PB 2 P 94 OR 7958 P 1365 CA 176

SECTION 34, TOWNSHIP 2 S, RANGE 30 W

NAME IN WHICH ASSESSED: EDDIE L FRAY and CYNTHIA FRAY

Dated this 9th day of November 2021.



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, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 07-2439-500 CERTIFICATE #: 2019-3553

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 12, 2001 to and including December 12, 2021 Abstractor: Vicki Campbell

BY

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

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

December 13, 2021

Tax Account #: **07-2439-500**

1. The Grantee(s) of the last deed(s) of record is/are: **EDDIE L. FRAY AND CYNTHIA FRAY, HUSBAND AND WIFE**

**By Virtue of Warranty Deed recorded 8/30/2018 in OR 7958/1365**

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 Michael David Rogers and Kelly M. Rogers recorded 8/30/2018 – OR 7958/1368 together with Assignment of Leases, Rents and Profits recorded 8/30/2018 – OR 7958/1377**
  - b. **Judgment in favor of Charterbank recorded 10/4/2013 – OR 7084/258**

4. Taxes:

**Taxes for the year(s) NONE are delinquent.**

**Tax Account #: 07-2439-500**

**Assessed Value: \$51,558.00**

**Exemptions: NONE**

5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): **NONE**

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

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

**PERDIDO TITLE & ABSTRACT, INC.**  
**PROPERTY INFORMATION REPORT**  
3050 Concho Drive, Pensacola, Florida 32507 | Phone 850-466-3077

**Scott Lunsford**  
**Escambia County Tax Collector**  
P.O. Box 1312  
Pensacola, FL 32591

**CERTIFICATION: TITLE SEARCH FOR TDA**

**TAX DEED SALE DATE:** MAR 7, 2022

**TAX ACCOUNT #:** 07-2439-500

**CERTIFICATE #:** 2019-3553

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 type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2020</u> tax year.

**EDDIE L. FRAY AND CYNTHIA FRAY**  
**911 CATERPILLAR LN.**  
**CANTONMENT, FL 32533**

**EDDIE L. FRAY AND CYNTHIA FRAY**  
**3 GULF ST**  
**PENSACOLA, FL 32506**

**MICHAEL DAVID ROGERS AND KELLY M. ROGERS**  
**3211 SCHIFKO RD.**  
**CANTONMENT, FL 32533**

**CHARTERBANK**  
**1289 AIRPORT BLVD**  
**PENSACOLA, FL 32504**

**Certified and delivered to Escambia County Tax Collector, this 13<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 13, 2021**

**Tax Account #:07-2439-500**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**LT 13 BLK 1 WARRINGTON COURT PB 2 P 94 OR 7958 P 1365 CA 176**

**SECTION 34, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 07-2439-500(0322-35)**

Recorded in Public Records 8/30/2018 9:23 AM OR Book 7958 Page 1365,  
Instrument #2018069189, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$27.00 Deed Stamps \$455.00

Prepared by:  
Stephen L. Walker, Esquire  
McDonald Fleming Moorhead  
127 Palafox Place, Suite 500  
Pensacola, Florida 32502  
RE-18-1442

### WARRANTY DEED

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

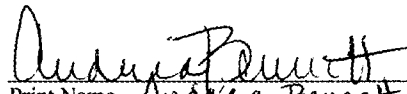
KNOW ALL MEN BY THESE PRESENTS: that MICHAEL DAVID ROGERS and KELLY M. ROGERS, husband and wife, whose address is 3211 Schiffko Road, Cantonment, FL 32533, hereinafter called Grantors, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, do grant, bargain, sell and convey the below described property, situate, lying and being in the County of Escambia, State of Florida, unto EDDIE L. FRAY and CYNTHIA FRAY, husband and wife, whose mailing address is 911 Caterpillar Lane, Cantonment, FL 32533, hereinafter called Grantees, their successors and assigns:

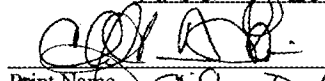
Lot 13, Block 1, WARRINGTON COURT, according to the Plat thereof, recorded in Plat Book 2, Page 94, of the Public Records of Escambia County, Florida.

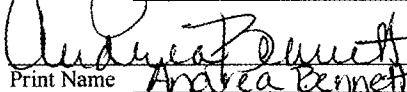
And Grantors do hereby fully warrant the title to the property and will defend the same against the lawful claims of all persons whomsoever. Subject to taxes for the current and subsequent years, and restrictions, covenants and reservations of record which are not hereby reimposed.

IN WITNESS WHEREOF, we have hereunto set our hand and seal on this the 28<sup>th</sup> day of August, 2018.

Signed, sealed and delivered  
in the presence of:

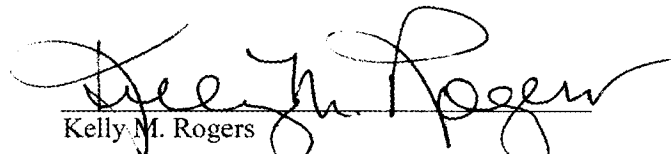
  
Print Name Andrea Bennett

  
Print Name Clifton D. Davis

  
Print Name Andrea Bennett

  
Print Name Clifton D. Davis

  
Michael David Rogers

  
Kelly M. Rogers

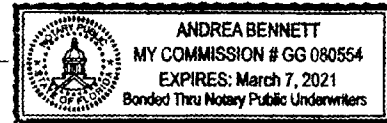
BK: 7958 PG: 1366

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of August, 2018,  
by Michael David Rogers and Kelly M. Rogers, husband and wife.

Andrea Bennett  
NOTARY PUBLIC  
Print Name: Andrea Bennett

       Personally Known  
or  
  ✓   Produced Identification  
Type of Identification Produced FL DL





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**RESIDENTIAL SALES ABUTTING ROADWAY  
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to section 86-165 of the Escambia County Code of Ordinances, 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. Section 86-166 of the Escambia County Code of Ordinances requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance 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: Gulf Street

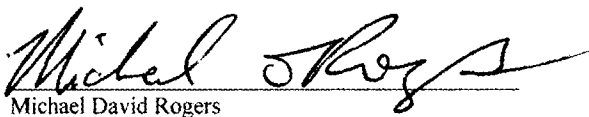
Legal Address of Property: 3 Gulf Street, Pensacola, FL 32506


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

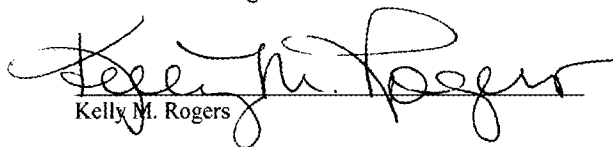
This information is believed to be correct and is being provided as it appears on the County's website at [www.myescambia.com](http://www.myescambia.com).

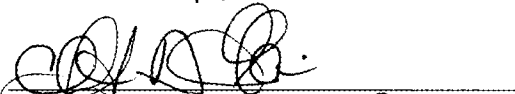
This form completed by: McDonald Fleming Moorhead  
127 Palafox Place, Suite 500  
Pensacola, Florida 32502

AS TO SELLER(S):

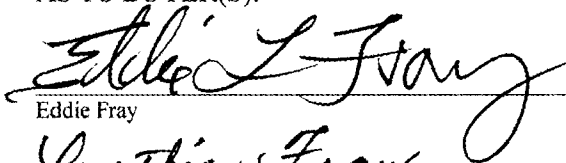
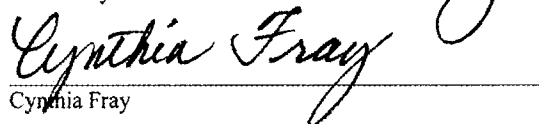
  
Michael David Rogers

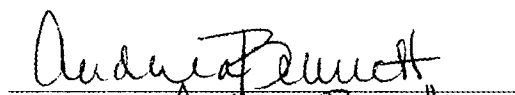
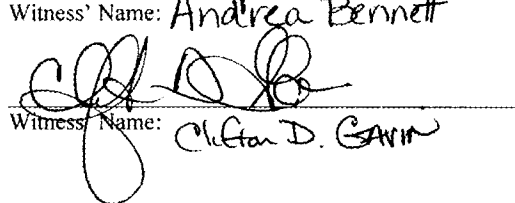
  
Witness' Name: Andrea Bennett

  
Kelly M. Rogers

  
Witness' Name: Clifton D. Garvin

AS TO BUYER(S):

  
Eddie Fray  
  
Cynthia Fray

  
Witness' Name: Andrea Bennett  
  
Witness' Name: Clifton D. Garvin

Recorded in Public Records 8/30/2018 9:23 AM OR Book 7958 Page 1368,  
Instrument #2018069190, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$78.00 MTG Stamps \$210.00 Int. Tax \$120.00

Prepared by:  
Stephen L. Walker, Esq.  
McDonald Fleming Moorhead  
127 Palafox Place, Suite 500  
Pensacola, FL 32502  
RE-18-1442

THIS MORTGAGE IS TO BE FILED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY  
AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS  
OF SECTION 679 OF THE FLORIDA STATUTES.

### **MORTGAGE AND SECURITY AGREEMENT**

THIS MORTGAGE dated the 28<sup>th</sup> day of August, 2018, from Eddie L. Fray and Cynthia Fray, husband and wife, hereinafter collectively referenced as the Borrower, whose address is 911 Caterpillar Lane, Cantonment, FL 32533, to Michael David Rogers and Kelly M. Rogers, husband and wife, hereinafter collectively called the Lender, whose address is 3211 Schifko Road, Cantonment, FL 32533.

WITNESSETH that the Borrower, for and in consideration of the sum of Sixty Thousand and No/100 Dollars (\$60,000.00), the receipt of which is hereby acknowledged, and of other good and valuable consideration, does hereby bargain, sell, convey and grant unto the Lender, its successors and assigns, the following described real estate situate, lying and being in the County of Escambia, State of Florida (hereinafter the "Property"), to-wit:

Lot 13, Block 1, WARRINGTON COURT, according to the Plat thereof, recorded in  
Plat Book 2, Page 94, of the Public Records of Escambia County, Florida.

The lien of this Mortgage shall extend to and cover all property and property rights, real or personal or mixed and of whatever character or nature, which may at any time hereafter be acquired, owned, held, possessed or enjoyed in any manner by the Borrower, their successors, assigns, servants, employees or any other person in or on the Property, and all structures and improvements now or hereafter on the Property, and all easements, rights, royalties, mineral oil and gas rights and profits, water, water rights, and water stock, timber and timber rights and all fixtures attached thereto and all rents, issues, proceeds and profits, accruing therefrom, and all gas, steam, electric, water and other heating, cooling, cooking, refrigerating, lighting, plumbing, ventilating, irrigating, and power systems, machines, equipment, appliances, fixtures and appurtenances which now or hereafter may pertain to or be used with, or on the Property, even though they may be detached or detachable. (The foregoing, together with the Property, being collectively hereinafter referred to as the "Premises").

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the Lender, its successors and assigns, in fee simple interest forever.

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And the Borrower, for themselves, their successors, assigns and legal representatives, covenants with the Lender, their successors and assigns, that Borrower is indefeasibly seized of the Property in fee simple; that Borrower has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for the Lender, their successors and assigns at all times peaceable and quietly to enter upon, hold, occupy and enjoy the Property and every part thereof; that the Property and every part thereof is free from all encumbrances of every kind and character; that the Borrower will make such further assurances to perfect the fee simple title to said land in the Lender, their successors and assigns, as may reasonably be required; that the Borrower does hereby fully warrant the title to the Property and every part thereof and will defend the same against the lawful claims of all persons whomsoever; and that the Borrower shall duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abode by each and every of the stipulations, agreements, conditions and covenants of the promissory note of even date herewith.

This conveyance is intended to be and is a real property Mortgage and a "Security Agreement" governed by the laws of the State of Florida concerning mortgages and the Uniform Commercial Code as adopted in Florida, and is intended to secure the payment of the existing indebtedness represented by that certain Promissory Note (the "Promissory Note") of the date even herewith for the sum of \$60,000.00, made by the Borrower payable to the order of the Lender with interest from date until paid at the rate therein specified, the said principal and interest payable in the manner and upon the terms, provisions and conditions set forth in the Promissory Note.

This Mortgage shall also secure all extensions or renewals of the Promissory Note, such future or additional advances as may be made by the Lender at the option of the Lender to the Borrower, and also, the payment of any and all notes, liabilities, and obligations of the Borrower to the Lender, its successors or assigns, whether as maker, endorser, guarantor or otherwise, and whether such notes, liabilities or obligations, or any of them, be now in existence or accrue or raise hereafter, or be now owned or held by Lender, or be acquired hereafter, it being the intent and purpose of the Borrower to secure, by the Mortgage, all notes, claims, demands, liabilities and obligations which the Lender, its successors or assigns, may have, hold or acquire at any time during the life of this Mortgage against the Borrower. Provided, that the total of all amounts secured hereby shall not exceed at any one time twice the sum of original indebtedness in the aggregate; and provided, further, that all such advances, notes, claims, demands, or liabilities and obligations secured hereby be incurred or arise or come into existence either on or prior to the date of this Mortgage, or on or before twenty (20) years after the date of this Mortgage within such lesser period of time as may hereafter be provided by law as prerequisite for the sufficiency of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable consideration. The Borrower hereby waives, on behalf of itself and its successors and assigns, the right to file for record a notice limiting the maximum principal amount which may be secured by this Mortgage as provided for in Florida Statutes 697.04(1)(b). (The foregoing, together with the indebtedness evidenced by the Promissory Note, being hereinafter collectively referred to as the "Secured Indebtedness").

AND the Borrower further covenants and agrees as follows:

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(1) To pay all and singular the principal and interest and other sums of money payable by virtue of the Secured Indebtedness, as in the Promissory Note, any instrument or instruments evidencing one or more future or additional advances, and/or this Mortgage provided, promptly on the days that the same respectively become due.

(2) To keep perfect and unimpaired the security hereby given and to permit, commit or suffer no waste, impairment or deterioration of the Premises or any part thereof, Borrower shall comply with all restrictive covenants, statutes, ordinances and requirements of any governmental authority relating to the Premises, and shall not join in, consent to or initiate any change in such restrictive covenants, statutes, ordinances or requirements without the express written consent of the Lender.

(3) To pay all and singular the taxes, assessments, obligations, lease fees, sublease fees, condominium dues and encumbrances of every nature now on the Property or that hereafter may be levied, assessed or imposed thereon when due and payable according to law and before they become delinquent; and if the same not be promptly paid, the Lender may, at any time either before or after delinquency, pay the same without waiving or affecting its right to foreclose this Mortgage or any other right hereunder and all sums so paid shall become a part of the Secured Indebtedness and at the option of the Lender, shall bear interest from the date of each such payment at the maximum rate allowed by law. Upon notification from Lender, Borrower shall pay to Lender, together with and in addition to the payments of principal and interest payable under the terms of the Promissory Note secured hereby, until said Promissory Note is fully paid or until notification from Lender to the contrary, an amount reasonably sufficient (as estimated by Lender) to provide Lender with funds to pay said taxes, assessments, insurance premiums, rents and other charges next due so that Lender will have sufficient funds on hand to pay the same thirty (30) days before the date upon which they become past due. In no event shall Lender be liable for any interest on any amount paid to it as herein required, and the money so received shall be held in a separate account, pending payment or application thereof as herein provided. As required by Lender, Borrower shall furnish to Lender, at least thirty (30) days before the date on which same will become past due, an official statement of the amount of said taxes, assessments, insurance premiums and rents next due, and Lender shall pay said charges to the amount of the then unused credit therefor as when they become severally due and payable. An official receipt therefor shall be conclusive evidence of such payment and the validity of such charges.

(4) Borrower will keep the Premises insured against loss or damage by fire, flood and such other risks and matters including, without limitation, business interruption, rental loss, public liability and boiler insurance, as Lender may from time to time require in amounts required by Lender, not exceeding in the aggregate 100% of the full insurable value of the Premises and shall pay the premiums for such insurance as same become due and payable. All policies of insurance (the "Policies") shall be issued by an insurer acceptable to Lender and shall contain the standard Lender non-contribution provision naming Lender as mortgagee and the person to which all payments made by such insurance company shall be paid. Borrower will assign and deliver the Policies to Lender. Not later than thirty (30) days prior to the expiration date of each of the Policies, Borrower will deliver to Lender evidence satisfactory to Lender of the renewal of each of the Policies. If the Premises shall be damaged or destroyed, in whole or in part, by fire or other casualty, Borrower shall give prompt notice thereof to Lender. Sums paid to Lender by any insurer may be retained and applied by Lender toward payment of the Secured Indebtedness in such priority and proportions as

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Lender in its discretion shall deem proper or, at the discretion of Lender, the same may be paid, either in whole or in part, to the Borrower for such purposes as Lender shall designate. If lender shall receive and retain such insurance money, the lien of the Mortgage shall be reduced only by the amount thereof received after expenses of collection and retained by Lender and actually applied by Lender in reduction of the Secured Indebtedness.

(5) Notwithstanding any taking of any property, herein conveyed and agreed to be conveyed, by eminent domain, alteration of the grade of any street or other injury to, or decrease in value of, the Premises by any public or quasi-public authority or corporation, Borrower shall continue to pay principal and interest on the Secured Indebtedness, and any reduction to the Secured Indebtedness resulting from the application by Lender of any award or payment for such taking, alterations, injury or decrease in value of the Premises, as hereinafter set forth, shall be deemed to take effect only on the date of such receipt; and said award or payment may, at the option of the Lender, be retained and applied by Lender toward payment of the Secured Indebtedness, or be paid over, wholly or in part, to Borrower for the purpose of altering restoring or rebuilding any part of the Premises which may have been altered, damaged or destroyed as a result of any such taking, alteration of grade, or other injury to the Premises, or for any other purpose or object satisfactory to Lender, but Lender shall not be obligated to see to the application of any amount paid over the Borrower. If, prior to the receipt by Lender of such award or payment, the Premises shall have been sold on foreclosure of this Mortgage, Lender shall have the right to receive said award or payment to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage, shall have been sought or recovered or denied, and of the reasonable counsel fees, costs and disbursements incurred by Lender in connection with the collection of such award or payment.

(6) That the Lender shall have the right from time to time to expend such sums as it shall deem necessary to keep the improvements on the Property in good condition and repair, and all sums so expended shall be added to and become a part of the Secured Indebtedness and shall bear interest and be payable as herein provided for the payment of Secured Indebtedness and interest and the lien of this Mortgage shall extend to and secure the same.

(7) Borrower shall protect, indemnify and save harmless Lender from and against all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses (including without limitation attorney's fees and expenses) imposed upon or incurred by or asserted against Lender by reason of (a) ownership of this Mortgage, the Premises or any interest therein or receipt of any rents; (b) any accident, injury to or death of persons or loss of or damage to property occurring in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (c) any use, nonuse or condition in, on or about the Premises or any part thereof or on the adjoining sidewalks, curbs, adjacent property or adjacent parking areas, streets or ways; (d) any failure on the part of the Borrower to perform or comply with any of the terms of this Mortgage; or (e) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof. Any amounts payable to Lender by reason of the application of this paragraph shall become part of the Secured Indebtedness and shall bear interest and be payable as herein provided for the payment of the Secured Indebtedness and interest and the lien of this Mortgage shall extend to and secure the same. The obligations of the Borrower under this paragraph shall survive any termination or satisfaction of this Mortgage.

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(8) That in the event a suit shall be instituted to foreclose this Mortgage, the Lender, 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 the Lender, 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 Borrower, Borrower's legal representatives, successors or assigns, and that such rents, profits, incomes, issued 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 Borrower 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 Lender's absolute right, and that the appointment may be done without notice to the Borrower. Borrower further consents to the appointment of the Lender or any officer or employee of Lender or any officer or employee of Lender as receiver.

(9) Each of the following events shall constitute an "Event of Default" under this mortgage:

(i) should Borrower fail to pay the Secured Indebtedness or any part thereof within fifteen (15) days of when and as the same shall become due and payable;

(ii) should any warranty or representation of Borrower herein contained, or contained in any instrument, transfer, certificate, statement, conveyance, assignment or loan agreement given with respect to the Secured Indebtedness, prove untrue or misleading in any material aspect;

(iii) should the Premises be subject to actual or threatened waste, or any part thereof be removed, demolished or materially altered so that the value of the Premises be diminished;

(iv) should any federal tax lien or claim of lien for labor or material be filed of record against Borrower or the Premises and not be removed by payment or bond within thirty (30) days from date of recording;

(v) should any claim of priority to this Borrower by title, lien or otherwise be asserted in any legal or equitable proceeding which is not fully covered by applicable title insurance;

(vi) should Borrower or any guarantor of the Promissory Note make any assignment for the benefit of creditors, or should a receiver, liquidator or trustee of Borrower or any guarantor of the Promissory Note or of any of Borrower's or any guarantor's of the Promissory Note property be appointed, or should any petition for the bankruptcy, reorganization or arrangement of Borrower or any guarantor of the Promissory Note pursuant to the Federal Bankruptcy Act, or any similar statute, be filed, or should Borrower or any guarantor of the Promissory Note be adjudicated as bankrupt or insolvent, or should Borrower or any guarantor of the Promissory Note in any proceeding admit his insolvency or inability to pay his debts as they fall due or should Borrower be liquidated or dissolved.

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(vii) should Borrower fail to keep, observe, perform, carry out and execute in every particular the covenants, agreement, obligations and conditions set out in this Mortgage, or in the Promissory Note, or in any instrument given with respect to the Secured Indebtedness;

(viii) should Borrower transfer, convey, encumber, mortgage, grant a security interest in or otherwise convey any interest in the Property whatsoever without the prior written consent of the Lender excluding the creation of a purchase money security interest for household appliances, a transfer by devise, descent or by operation of law upon the death of a joint tenant or the grant of any leasehold interest of three (3) years or less not containing an option to purchase;

(ix) should there occur any change in the ownership of the Borrower, if Borrower is not an individual;

(x) should an event of default or an event that but for the passage of time or giving of notice would constitute an event of default occur under the terms of any mortgage or any note secured by said mortgage or any other document or security instrument given in connection therewith given from Borrower to Lender;

(xi) should an event of default or an event that but for the passage of time or giving of notice would constitute an event of default occur under the terms of any other mortgage encumbering all or any portion of the Premises.

(10) If an Event of Default occurs and remains uncured within thirty (30) days after notice ("Non-Monetary Default") (except for events of default requiring payment of money in which Borrower shall be in default if not cured within fifteen (15) days after due ("Monetary Default"), or if Borrower shall fail to renew any of the Policies required hereunder), then in any such event, the aggregate sum or sums secured thereby then remaining unpaid, with interest accrued at that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of the Lender, or its assigns, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such date, anything in the Promissory Note or instrument or instruments or in this Mortgage to the contrary notwithstanding; and thereupon, or thereafter, at the option of the Lender, or its assigns, without notice or demand, suit at law or in equity may be prosecuted as if all moneys secured hereby and matured prior to its institution. The Lender, or its assigns, may foreclose this Mortgage, as to the amount so declared due and payable and the Premises shall be sold to satisfy and pay the same with costs, expenses and allowances. In addition, Lender 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.

(11) To pay all and singular the costs, charges and expenses, including, without limitation, reasonable attorneys' fees and costs, and costs of abstracts of title, incurred or paid at any time by the Lender or its assigns in collecting or attempting to collect the Secured Indebtedness or in foreclosing or attempting to foreclose this Mortgage or in enforcing any of its rights hereunder or incurred or paid by it because of the failure of the Borrower promptly and fully to perform the agreements and covenants of the instrument or instruments evidencing the Secured Indebtedness and this Mortgage; and said costs, charges and expenses shall be immediately due and payable and shall be secured by the lien of this Mortgage.

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(12) Any indulgence or departure at any time by the Lender from any of the provisions hereof, or of any obligation hereby secured, shall not modify the same or relate to the future or waive future compliance therewith by the Borrower.

(13) The words "Borrower" and "Lender" whenever used herein shall include all individuals, corporations (and if a corporation, its officers, employees, agents or attorneys) and any and all other persons or entities, and the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, and all those holding under either of them, and the pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the word "Promissory Note" shall also include one or more notes and the grammatical construction sentences shall conform thereto. If more than one party shall execute this deed, the term "Borrower" shall mean all parties signing, and each of them, and each agreement, obligation and Secured Indebtedness of Borrower shall be and mean the several as well as joint undertaking of each of them.

(14) The Borrower does also hereby assign, transfer, set over and pledge to the Lender, its successors and assigns, as further security and means for discharge of the indebtedness, obligations, undertakings and liabilities secured hereby and those evidenced hereby, all leases of all or any part of the Property hereby mortgaged now made, executed or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal, and all of the rents, issues and profits of the said Property and the improvements now or hereafter thereon, which rents, issues and profits may become due and payable at any time during the life of this Mortgage when any amount shall be due and unpaid by the Borrower hereunder or when the Borrower shall otherwise be default hereunder, whether said rents, issues and profits shall be due from the present or any future tenants or leases thereof, with full power and authority in the Lender or its assigns to collect and receive the same from said tenants or leases or from any real estate agent or other person collecting the same, an to give proper receipts and acquittance therefor and after paying all commissions of any rental agent collecting the same and any attorney's fees and other expenses incurred in collecting the same to apply the net proceeds of such collections upon any and all indebtedness, obligations, undertakings or liabilities of the Borrower hereunder.

(15) Notices. All notices, reports, requests or other written instruments required or permitted hereunder shall be in writing, signed by the party giving or making the same, and shall be sent hand-delivered, effective upon receipt, sent by a nationally recognized overnight courier, effective upon receipt, or sent by United States registered or certified mail, postage prepaid, with return receipt requested, deemed effective on the earlier of the day of actual delivery as shown by the addressee's return receipt or the expiration of three (3) business days after the date of mailing, addressed to the party intended to receive the same at the address set forth below (or at such other address as shall be given in writing by any party to another):

If to Borrower:       Eddie L. Fray  
                              Cynthia Fray  
                              911 Caterpillar Lane  
                              Cantonment, FL 32533  
                              Telephone: (850) 455-5580



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If to Lender: Michael David Rogers  
Kelly M. Rogers  
3211 Schifko Road  
Cantonment, FL 32533  
Telephone: (850) 554-8552

(16) WAIVER OF TRIAL BY JURY. BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT BORROWER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF BORROWER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER EXTENDING CREDIT TO BORROWER. FURTHER, BORROWER HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF LENDER, NOR LENDER'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION.

*(end of text – signature page to follow)*

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IN WITNESS WHEREOF, the Borrower has caused their sign and seal to be affixed hereto on the day and year first written above.

Eddie L. Fray  
Eddie L. Fray

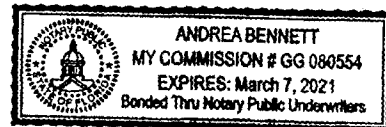
Cynthia Fray  
Cynthia Fray

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of August, 2018, by Eddie L. Fray and Cynthia Fray, husband and wife.

Andrea Bennett  
NOTARY PUBLIC  
Print Name: Andrea Bennett

\_\_\_\_ Personally Known  
✓ OR  
\_\_\_\_ Produced Identification  
Type of Identification Produced FL DL



Recorded in Public Records 8/30/2018 9:23 AM OR Book 7958 Page 1377,  
Instrument #2018069191, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$61.00

Prepared by and return to:  
Stephen L. Walker, Esquire  
McDonald Fleming Moorhead  
127 Palafox Place, Suite 500  
Pensacola, FL 32502  
RE-18-1442

### **ASSIGNMENT OF LEASES, RENTS AND PROFITS**

THIS ASSIGNMENT OF LEASES, RENTS AND PROFITS (the "Assignment") is made, executed and delivered as of the 28<sup>th</sup> day of August, 2018 by Eddie L. Fray and Cynthia Fray, husband and wife (collectively, "Borrower"), having an address at 911 Caterpillar Lane, Cantonment, FL 32533, to and in favor of Michael David Rogers and Kelly M. Rogers, husband and wife, their successors and assigns ("Lender"), having an office at 3211 Schiffko Road, Cantonment, FL 32533.

### **WITNESSETH:**

WHEREAS, Borrower is justly indebted to Lender in the original principal sum of SIXTY THOUSAND AND NO/100 DOLLARS (\$60,000.00) with interest thereon, which indebtedness is evidenced by that certain Promissory Note of even date herewith in such amount made by Borrower in favor of Lender, which Promissory Note is due and payable on August 28, 2028 (together with all amendments thereto and all other notes given in substitution, modification, increase, renewal or extension thereof, in whole or in part, hereinafter referred to as the "Note");

WHEREAS, Lender, as a condition precedent to the extension of credit and the making of the loan evidenced by the Note (the "Loan"), has required that Borrower provide Lender with security for the repayment of the indebtedness evidenced by the Note, as well as for the performance, observance and discharge by Borrower of the covenants, conditions and agreements made by Borrower to, with, in favor of and for the benefit of Lender with respect to said indebtedness and such security; and

WHEREAS, Borrower is the present owner in fee simple of that certain parcel of real property located in Escambia County, Florida being more particularly described as follows (the "Property"):

Lot 13, Block 1, WARRINGTON COURT, according to the Plat thereof, recorded in Plat Book 2, Page 94, of the Public Records of Escambia County, Florida.

NOW, THEREFORE, in consideration of and in order to secure the repayment of the indebtedness evidenced by the Note, together with interest on such indebtedness, as well as the payment of all other sums of money secured hereby, as hereinafter provided, and also to secure the observance, performance and discharge by Borrower of all covenants, conditions and agreements set forth in the Note, this Mortgage and in all other documents and instruments executed and delivered by Borrower to and in favor of Lender for the purpose of further securing the repayment of the indebtedness evidenced and represented by the Note, and in order to charge

the properties, interests and rights hereinafter described with such payment, observance, performance and discharge, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Borrower does hereby absolutely and unconditionally grant, bargain, sell, alien, remise, release, convey, assign, transfer, pledge, deliver, set over, hypothecate, warrant and confirm unto Lender, its successors and assigns forever, all of Borrower's right, title and interest in and to all leases, rents, issues, profits and income of, from or pertaining to the Property (sometimes referred to herein as "Rents"), as well as any future or additional leases or rental agreements, and any renewals or extensions of the same that may be entered into by Borrower, together with all security deposits paid or payable by any tenants under all present or future leases or rental agreements and any fees that permit tenants to terminate their leases, which are payable to Borrower under the terms and conditions of any of said leases. Notwithstanding the foregoing or anything else to the contrary herein, Lender grants to Borrower a revocable license to operate and manage the Property and to collect the Rents so long as no default exists beyond any applicable notice and cure period. Upon the occurrence of a Monetary Default or Non-Monetary Default (as such terms are defined in the Mortgage), or failure to renew any policies as defined in the Mortgage, beyond any applicable notice and cure period, the license granted to Borrower herein shall automatically be revoked, and Lender shall immediately be entitled to receive and apply all Rents, whether or not Lender enters upon and takes control of the Property. Borrower hereby agrees to execute and deliver such further assignments of said leases or rental agreements as Lender may from time to time require.

This Assignment is absolute and effective immediately and without possession. IT IS THE INTENTION OF BORROWER AND LENDER THAT THE FOREGOING ASSIGNMENT ESTABLISHES A PRESENT AND ABSOLUTE TRANSFER AND ASSIGNMENT TO LENDER OF ALL LEASES AND RENTS RELATING TO THE REAL PROPERTY (AND ALL GUARANTIES THEREOF). This Assignment is an absolute assignment to Lender and not an assignment as security for the performance by Borrower of the obligations under the Loan Documents (as defined below), or any other indebtedness. Borrower acknowledges that this Assignment and the Mortgage, individually and collectively, are intended to give Lender the benefit of Section 214 of the Bankruptcy Reform Act of 1994 and the provisions of the United States Bankruptcy Code referenced therein, as the same may hereafter be amended from time to time.

PROVIDED ALWAYS, however, that if Borrower shall pay unto Lender the indebtedness evidenced by the Note, and if Borrower shall duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each of the terms, covenants and conditions of the Loan Documents then this Assignment and the estates and interests hereby granted and created shall terminate.

1. Payment of Principal and Interest. Borrower shall pay the principal of the indebtedness evidenced by the Note, together with all interest thereon, in accordance with the terms of the Note, promptly at the times, at the place and in the manner that said principal and interest shall become due, and to promptly and punctually pay all other sums required to be paid by Borrower pursuant to the terms of the Note, the Loan Agreement, the Mortgage and Security Agreement, the Security Agreement, this Assignment and all other documents and instruments executed as further evidence of, as additional security for or in connection with the indebtedness

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evidenced by the Note and secured by the aforementioned loan documents (collectively, the "Loan Documents").

2. Performance of Other Obligations. To perform, comply with and abide by each and every one of the covenants, agreements and conditions contained and set forth in the regulations and orders of any governmental authorities having jurisdiction over the Property which now or hereafter affect the Property or requires any alterations or improvements to be made thereon, and perform all of its obligations under any covenant, condition, restriction or agreement affecting the Property and to insure that at all times the Property constitutes one or more legal lots capable of being conveyed without violation of any applicable subdivision or platting laws, ordinances, rules or regulations, or other laws relating to the division or separation of real property.

3. Representations and Warranties of Borrower. In furtherance of the foregoing assignment, Borrower:

(a) Represents and warrants that it is the owner in fee simple of the Property and has good title to the leases, rents, income, issues, profits and security deposits hereby assigned and good right to assign the same, and that no other person, entity, firm or corporation has any right, title or interest therein; that Borrower has not previously sold, assigned, transferred, mortgaged or pledged said leases, rents, issues, profits and income of the Property; and that payment of any of the same has not otherwise been anticipated, waived, released, discounted, set off or otherwise discharged or compromised.

(b) Agrees and warrants that no request will be made of any tenant to pay any rent, and no rent will be accepted by Borrower, for more than one month in advance of the date such rent becomes due and payable under the terms of any and all leases, it being agreed between Borrower and Lender that rent shall be paid as provided in said leases and not otherwise. The foregoing shall not prevent Borrower from charging and collecting security deposits from each tenant leasing space on the Real Property.

(c) Authorizes Lender, by and through its employees, agents or a duly appointed receiver, at its option, at any time and from time to time, subject to the terms of the Lease, to enter upon the Property and to collect, in the name of Borrower, as its lawful attorney, or in its own name as Lender, any rents, issues, profits and income accrued but unpaid and/or in arrears, as well as the rents, issues, profits and income accruing and becoming payable. To this end, Borrower further agrees that it will cooperate with and facilitate, in all reasonable ways, Lender's collection of said issues, profits and income and will, upon request by Lender, execute a written notice to each tenant, occupant or licensee directing said tenant, occupant or licensee to pay directly to Lender all rents, issues, profits and income which are due and payable under said leases; provided, however, that Lender may notify said tenant, occupant or licensee of the effectiveness of this Assignment without first giving notice to Borrower or requesting Borrower to give such notice or join in such notice. To the extent that Lender or Lender's servicer collects any Rents prior to the occurrence of an event of default under this Assignment or any other Loan Documents, Lender shall apply such amounts to the regularly scheduled payment of principal and interest then due and owing or next becoming due and owing under the Note.

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(d) Authorizes Lender, upon such entry, at its option, subject to the terms of the Lease and following the occurrence of an event of default under any of the Loan Documents to take over and assume the management, operation and maintenance of the Property and to perform all acts necessary and proper and to expend such sums out of the income of the Property as in Lender's sole discretion may be reasonable or necessary in connection therewith, in the same manner and to the same extent as Borrower theretofore might do. Borrower hereby releases all claims against Lender arising out of such management, operation and maintenance.

(e) Agrees to execute, upon the request of Lender, any and all other instruments requested by Lender to effectuate this Assignment or to accomplish any other purpose deemed by Lender to be necessary or appropriate in connection with this Assignment.

(f) Agrees and acknowledges that nothing in this Assignment shall be construed to limit or restrict in any way the rights and powers granted to Lender in the Note, the Mortgage or any of the other Loan Documents. The collection and application of the rents, issues and profits as described herein shall not constitute a waiver of any default which might at the time of application or thereafter exist under the Note, the Mortgage or any of the other Loan Documents, and the exercise by Lender of the rights provided herein shall not prevent Lender's exercise of any rights provided in the Note, the Mortgage or any of the other Loan Documents.

(g) Any Rents received directly by Borrower or its agents shall be held by Borrower in trust for Lender and shall not be commingled with other funds of Borrower. Borrower shall, within one (1) business day of its receipt of any such Rents, deliver all such Rents to Lender (or as Lender may direct).

4. Lender's Rights Following Default by Borrower. Lender may, after the occurrence of a default, from time to time, appoint and dismiss such agents or employees as shall be necessary or reasonable for the collection of the rents, issues, profits and income derived from the Property and for the proper care and operation of the Property, and Borrower hereby grants to Lender the authority to give such agents or employees so appointed full and irrevocable authority on Borrower's behalf to manage the Property and to do all acts relating to such management, including, without limitation, the entry into and execution of new leases in the name of Borrower or otherwise, the alteration or amendment of existing leases, the authorization to repair or replace any fixtures or personal property included in the Property necessary in order to maintain the building or buildings and chattels incidental thereto in good and tenantable condition, and the effectuation of such alterations or improvements as in the judgment of Lender may be reasonable or necessary to maintain or increase the income from the Property. Lender shall have the sole control of such agents or employees, whose remuneration shall be paid out of the rents, issues and profits and income as hereinabove provided, at the rate of compensation accepted in the community where the Property is situated.

5. Application by Lender of Net Income from the Property. Lender shall, after the payment of all proper charges and expenses enumerated under Section 1, above, and after retaining sufficient sums to fully pay, as they become due, taxes, assessments, utilities and insurance premiums on insurance policies having coverages in requisite amounts (including liability, fire and extended coverage), credit the net income received by it from the Property, by virtue of this Assignment, to any amounts due and owing to Lender by Borrower under and pursuant to the terms

of the Note, the Mortgage, this Assignment, and the other Loan Documents, but the manner of the application of such net income shall be determined in the sole discretion of Lender. Lender shall make a reasonable effort to collect the rents, income and profits, reserving, however, within its sole discretion, the right to determine the method of collection and the extent to which enforcement of the collection of delinquent rents, issues, income and profits shall be prosecuted. Notwithstanding the foregoing, no such credit shall be given by Lender for any sum or sums received from the rents, issues, profits and income of the Property until the money collected is actually received by Lender at its principal office as stated above (or at such other place as Lender shall designate in writing), and no credit shall be given for any uncollected rents or other uncollected amounts or bills, nor shall credit be given for any rents, issues, profits and income derived from the Property under any court order or by operation of law until such amounts are actually received by Lender at its principal office as stated above. The net amount of income received by Lender hereunder and applied by Lender to the amounts due and owing by Borrower shall not serve to cure any default under the Note, the Mortgage or any of the other Loan Documents, nor shall any amounts received by Lender hereunder be in full satisfaction of the indebtedness evidenced by the Note unless such amounts are sufficient to pay such indebtedness in full (including any accrued but unpaid interest thereon, late payment charges and advancements) in accordance with the terms of the Note, Mortgage and other Loan Documents.

6. Limitation of Lender's Liability. Lender shall not be obligated to perform or discharge any obligation under the leases hereby assigned or under or by reason of this Assignment, and Borrower hereby agrees to indemnify and hold Lender harmless against any and all liability, loss or damage which Lender might incur under the leases or under or by reason of this Assignment and of and from any and all claims and demands whatsoever which may be asserted against Lender by reason of any alleged obligation or undertaking on Lender's part to perform or discharge any of the terms of such leases, except for claims and demands arising by reason of Lender's gross negligence or willful misconduct.

7. Reinstatement After Default. In the event that Borrower shall, with the written consent of Lender, reinstate the indebtedness evidenced by the Note completely in good standing, having complied with all the terms, covenants and conditions of the Note, the Mortgage and any of the other Loan Documents, then, in such event, Lender shall return possession of the Property to Borrower, and Borrower shall remain in possession of the Property unless and until another event of default occurs under the Note, the Mortgage, this Assignment or any of the other Loan Documents, at which time Lender may, at its option, again take possession of the Property under authority of and pursuant to the terms and provisions of this Assignment.

8. Tenants' Notification of Assignment. Upon request by Lender, at any time, Borrower will deliver a written notice to each of the tenants, occupants and lessees of the Property, which notice shall inform such tenants, occupants and lessees of this Assignment and instruct them that upon receipt of notice by them from Lender of the existence of an event of default by Borrower under the Note or under any of the other Loan Documents, all rents, issues, profits and income due thereafter shall be paid directly to Lender.

9. Satisfaction of Mortgage; Satisfaction of Assignment. This Assignment shall remain in full force and effect as long as the indebtedness evidenced by the Note remains unpaid in whole or in part. It is understood and agreed that a complete release or satisfaction of the

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aforesaid Mortgage shall operate as a complete release or satisfaction of all of Lender's rights and interest hereunder, and that satisfaction of said Mortgage shall operate to satisfy this Assignment.

10. Benefits and Burdens. The provisions of this Assignment shall inure to the benefit of Lender, its successors and assigns, and shall be binding upon Borrower, its personal representatives, heirs, successors and assigns. The creation of rights and powers under this Assignment in favor of, or available to, Lender shall, in no way whatsoever, be construed to impose concomitant duties or obligations upon Lender in favor of Borrower except as expressly set forth herein.

11. Captions. The captions set forth at the beginning of the various paragraphs of this Assignment are for convenience only and shall not be used to interpret or construe the provisions of this Assignment.

12. Attorneys' Fees; Expenses. Borrower will upon demand pay to Lender the amount of any and all costs and expenses, including Reasonable Attorneys' Fees (as defined below) and out of pocket disbursements of its counsel and of any experts and agents, which Lender may incur in connection with (a) any amendment to this Assignment, (b) filing or recording fees incurred with respect to or in connection with this Assignment, (c) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Property, (d) the exercise or enforcement of any of the rights of Lender under this Assignment, or (e) the failure by Borrower to perform or observe any of the provisions of this Assignment. As used herein, the phrase "Reasonable Attorneys' Fees" shall mean fees charged by attorneys selected by Lender based upon such attorneys' then prevailing hourly rates as opposed to any statutory presumption specified by any statute then in effect in the State of Florida, including, without limitation, all reasonable attorney's fees and costs incurred in finalizing a judgment and in establishing the amount of reasonable fees and costs to be awarded.

13. Notice. Any notices required or permitted to be given hereunder shall be given as provided in the Mortgage.

14. Governing Law. This Assignment is executed and delivered as additional security for a loan transaction negotiated and consummated in the State of Florida and is to be construed according to the laws of the State of Florida.

15. Submission to Jurisdiction. Borrower hereby irrevocably submits to the jurisdiction of any federal or state court sitting in Florida over any action or proceeding arising out of or related to this Assignment and agrees with Lender that personal jurisdiction over Borrower rests with such courts for purposes of any action on or related to this Assignment. Borrower hereby waives personal service by manual delivery and agrees that service of process may be made by prepaid certified mail directed to Borrower at the address of Borrower for notices under the Mortgage or at such other address as may be designated in writing by Borrower to Lender, and that upon mailing of such process such service will be effective as if Borrower was personally served. Borrower waives any objection to venue in any such action or proceeding on the basis of inconvenient forum.



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16. WAIVER OF TRIAL BY JURY. BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT BORROWER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS NOTE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF BORROWER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER EXTENDING CREDIT TO BORROWER. FURTHER, BORROWER HEREBY CERTIFIES THAT NO REPRESENTATIVE OR AGENT OF LENDER, NOR LENDER'S COUNSEL, HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT LENDER WOULD NOT, IN THE EVENT OF SUCH LITIGATION, SEEK TO ENFORCE THIS WAIVER OF RIGHT TO JURY TRIAL PROVISION.

IN WITNESS WHEREOF, Borrower has executed this Assignment under seal as of the day and year first above written.

**BORROWER:**

Eddie L. Fray  
Eddie L. Fray

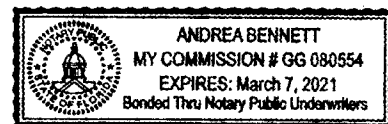
Cynthia Fray  
Cynthia Fray

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of August, 2018, by Eddie Fray and Cynthia Fray.

Andrea Bennett  
NOTARY PUBLIC  
Print Name: Andrea Bennett

\_\_\_\_ Personally Known  
☒ OR  
 Produced Identification  
 Type of Identification Produced FL DL



Recorded in Public Records 10/04/2013 at 08:53 AM OR Book 7084 Page 258,  
Instrument #2013075819, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$78.00

Recorded in Public Records 01/10/2013 at 11:47 AM OR Book 6959 Page 1386,  
Instrument #2013001959, Pam Childers Clerk of the Circuit Court Escambia  
County, FL

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY

ERNIE LEE MAGAHA  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FL

CHARTERBANK, a federal  
savings association,

2012 DEC 31 A 10 38

Plaintiff,

CIRCUIT CIVIL DIVISION  
FILED & RECORDED

v.

Case No.: 2012-CA-001078

LITTLE FRIENDS LEARNING  
CENTER OF PENSACOLA CORP.,  
an administratively dissolved Florida  
corporation; EDDIE L. FRAY;  
CYNTHIA A. FRAY; MERCURY  
FINANCE COMPANY OF FLORIDA;  
and STATE OF FLORIDA, DEPARTMENT  
OF REVENUE,

Defendants.

**SUMMARY FINAL JUDGMENT**

THIS CAUSE having come before the court upon Plaintiff's Motion for Summary Final Judgment on all counts of the Complaint, and the Court having considered the pleadings, affidavits, the defaults entered against Defendants Little Friends Learning Center of Pensacola Corporation, Cynthia A. Fray, and State of Florida, Department of Revenue, and being otherwise fully advised in the premises, it is, therefore,

**IT IS ORDERED AND ADJUDGED:**

1. That this Court has jurisdiction of the subject matter and the parties of this cause.
2. There are no genuine issues of material fact as to Counts I through IV as set forth in the Complaint. There are no material facts in dispute to preclude this Summary Judgment, and Plaintiff is entitled to summary judgment as a matter of law on all counts of the Complaint. Therefore, the Plaintiff's Motion for Summary Final Judgment on all counts of the Complaint is GRANTED.

Case: 2012 CA 001078

00003289968

Dkt: CA1036 Pg#: 9

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3. Plaintiff is entitled to an award of reasonable attorneys' fees in the total amount of **\$2,666.50**, consisting of attorney time at a rate of \$265.00 per hour for 3.7 hours for T.A. Borowski, Jr., \$195.00 per hour for 3.7 hours for Darryl Steve Traylor, Jr., and \$140.00 - \$150.00 per hour for 3.2 hours for Louis E. Harper III, and 2.8 hours of paralegal time at \$90.00 per hour. In awarding same, the Court has considered all the criteria set forth in *Florida Patients' Compensation Fund v. Rowe*, 472 So. 2d 1145 (Fla. 1985).

4. Plaintiff CharterBank, whose address is 1289 Airport Boulevard, Pensacola, Florida 32504, is due the following sums pursuant to the terms of the Promissory Note and Mortgage described in the Complaint:

i. Principal	\$193,026.78
ii. Interest to the date of this Judgment	\$17,412.54
iii. Service of Process Fees	\$140.00
iv. Filing Fees	\$966.00
v. Foreclosure Report Costs	\$125.00
vi. Attorney Fees	\$2,666.50
vii. Real Estate Taxes Advanced by Mortgagee	\$50,635.67
viii. Late Charges	\$472.55
ix. SBA FEES and CHARGES	\$2,829.76
Total Sum Due	<b>\$268,274.80</b>

Therefore, it is ADJUDGED that Plaintiff CharterBank shall recover from Defendant Little Friends Learning Center of Pensacola Corporation the **total sum of \$268,274.80**, which shall bear interest at the rate of 4.75% per year, for all of which let execution issue.

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5. Plaintiff CharterBank holds a lien for the total sum of **\$268,274.80** on the following property in Escambia County, Florida:

Exhibit "A" attached and incorporated hereto,  
and Plaintiff's lien is superior in dignity and priority to all right, title, interest or claim of the Defendants, and each of them, and to all persons claiming by, through or under said Defendants since the filing of the Notice of Lis Pendens herein, and the Clerk of the above Court is hereby ordered to issue Writ(s) of Possession to the owner of the property upon the execution of the Certificate of Title.

6. If the total sum with interest at the rate described in Paragraph 4, including attorneys' fees, and all costs accrued subsequent to this Judgment are not paid, the Clerk of this Court shall sell the property described in Exhibit "A" at public sale on February 15, 2013 at 11:00 a.m. (Central Time) or as soon thereafter as the sale may proceed, whichever is later, to the highest bidder for cash, except as prescribed in Paragraph 7, at <http://escambia.realforeclose.com>, in accordance with Section 45.031, Florida Statutes.

7. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the Clerk if Plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If Plaintiff is the purchaser, the clerk shall credit Plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it as necessary to pay the bid in full.

8. On filing the certificate of title for the real property described in Exhibit "A", the clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying, first, all of

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Plaintiff's costs; second, documentary stamps affixed to the certificate; third, Plaintiff's attorney fees; fourth, the total sum due to Plaintiff, less the items paid, plus interest at the rate prescribed in Paragraph 4 from this date of the sale; and by retaining any remaining amount pending the further order of this Court.

9. On filing the certificate of title for the real property described in Exhibit "A", Defendants and all persons claiming under or against Defendants since the filing of the Notice of Lis Pendens shall be foreclosed of all estate or claim in the property except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any, upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property.

10. Jurisdiction of this action is retained to enter further orders that are proper, including, without limitation, writs of possession and deficiency decrees.

**11. IF THE PROPERTY IS SOLD AT PUBLIC AUCTION THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THE THIS FINAL JUDGMENT.**

**IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.**

**12. IF YOU ARE THE PROPERTY OWNER, YOU MAY CLAIM THESE FUNDS YOURSELF, YOU ARE NOT REQUIRED TO HAVE A LAWYER OR ANY OTHER REPRESENTATION AND YOU DO NOT HAVE TO ASSIGN YOUR RIGHTS TO ANYONE ELSE IN ORDER FOR YOU TO CLAIM ANY MONEY TO WHICH YOU**

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**ARE ENTITLED. PLEASE CHECK WITH THE CLERK OF THE COURT, CIRCUIT CIVIL, 190 GOVERNMENTAL CENTER, PENSACOLA, FLORIDA 32502, (850) 595-4130, WITHIN TEN (10) DAYS AFTER THE SALE TO SEE IF THERE IS ADDITIONAL MONEY FROM THE FORECLOSURE SALE THAT THE CLERK HAS IN THE REGISTRY OF THE COURT.**

**IF YOU DECIDE TO SELL YOUR HOME OR HIRE SOMEONE TO HELP YOU CLAIM THE ADDITIONAL MONEY, YOU SHOULD READ VERY CAREFULLY ALL PAPERS YOU ARE REQUIRED TO SIGN, ASK SOMEONE ELSE, PREFERABLY AN ATTORNEY WHO IS NOT RELATED TO THE PERSON OFFERING TO HELP YOU, TO MAKE SURE THAT YOU UNDERSTAND WHAT YOU ARE SIGNING AND THAT YOU ARE NOT TRANSFERRING YOUR PROPERTY OR THE EQUITY IN YOUR PROPERTY WITHOUT THE PROPER INFORMATION. IF YOU CANNOT AFFORD TO PAY AN ATTORNEY, YOU MAY CONTACT NORTHWEST FLORIDA LEGAL SERVICES, INC., PENSACOLA, FLORIDA (850) 432-2336 TO SEE IF YOU QUALIFY FINANCIALLY FOR THEIR SERVICES. IF THEY CANNOT ASSIST YOU, THEY MAY BE ABLE TO REFER YOU TO A LOCAL BAR REFERRAL AGENCY OR SUGGEST OTHER OPTIONS. IF YOU CHOOSE TO CONTACT NORTHWEST FLORIDA LEGAL SERVICES, INC. FOR ASSISTANCE, YOU SHOULD DO SO AS SOON AS POSSIBLE AFTER RECEIPT OF THE NOTICE.**

13. Defendants Eddie L. Fray, on June 20, 2002, executed and delivered a Guaranty Agreement, guaranteeing payment of any indebtedness of owed by Defendant Little Friends Learning Center of Pensacola Corporation, Inc.

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14. Therefore it is ADJUDGED that Plaintiff CharterBank, as the owner and holder of this indebtedness, as set forth in Paragraph 4, shall recover from Defendant Eddie L. Fray **the total sum of \$268,274.80**, which shall bear interest at the rate of 4.75% per year, for which let execution issue. Following the foreclosure sale, the fair market value of the property identified in Exhibit "A" will be credited towards the judgment outstanding against Eddie L. Fray.

15. Defendants Cynthia A. Fray, on June 20, 2002, executed and delivered a Guaranty Agreement, guaranteeing payment of any indebtedness of owed by Defendant Little Friends Learning Center of Pensacola Corporation, Inc.


16. Therefore it is ADJUDGED that Plaintiff CharterBank, as the owner and holder of this indebtedness, as set forth in Paragraph 4, shall recover from Defendant Cynthia A. Fray **the total sum of \$268,274.80**, which shall bear interest at the rate of 4.75% per year, for which let execution issue. Following the foreclosure sale, the fair market value of the property identified in Exhibit "A" will be credited towards the judgment outstanding against Cynthia A. Fray.

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IT IS FURTHER ORDERED AND ADJUDGED that the judgment debtors shall complete under oath Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments, and serve it on the judgment creditor's attorney, or the judgment creditor if the judgment creditor is not represented by an attorney, within 45 days from the date of this final judgment, unless the final judgment is satisfied or post-judgment discovery is stayed.

DONE and ORDERED in Chambers in Pensacola, Escambia County, Florida, this 31<sup>st</sup> day of December, 2012.

  
TERRY K. TERRELL  
CHIEF CIRCUIT COURT JUDGE

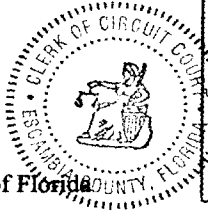
Conformed copies to:

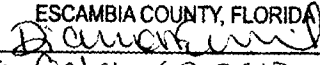
Louis E. Harper III.  
Borowski & Traylor, P.A.  
25 W. Cedar Street, Suite 525  
Pensacola, Florida 32502

Little Friends Learning Center of Pensacola Corporation  
c/o Eddie L. Fray, Registered Agent  
313 New Warrington Road  
Pensacola, FL 32506

Eddie L. Fray  
313 New Warrington Road  
Pensacola, FL 32506  
Cynthia A. Fray  
313 New Warrington Road  
Pensacola, FL 32506

Mercury Finance Company of Florida  
c/o Michael T. Lavin  
19500 Jamboree Rd.  
Irvine, CA 92612



CERTIFIED TO BE A TRUE COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT & COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA  
BY:  D.C.  
DATE: October 2, 2013



BK: 7084 PG: 265

BK: 6959 PG: 1393

State of Florida, Department of Revenue  
c/o William E. Eddins  
State Attorney's Office  
First Judicial Circuit  
190 Governmental Center  
Pensacola, FL 32506

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BK: 6959 PG: 1394 Last Page

**EXHIBIT "A"**

Lot 14, Block 1, of Warrington Court, a subdivision of a portion of Section 34, Township 2 South, Range 30 West, as recorded in Plat Book 2 at Page 94 of the Public Records of Escambia County, Florida

and

Lot 1, Murr Heights, being a Subdivision of a portion of Section 34, Township 2 South, Range 30 West, Escambia County, Florida, according to Plat recorded in Plat Book 1, at Page 98, of the Public Records of said County

and

Modular Classroom with Serial #8819096A