# **APPLICATION FOR TAX DEED**

Section 197.502, Florida Statutes

Application Number: 2100087

io: Tax Collector of ES	SCAMBIA COUNTY	_, Florida	
I, ATCF II FLORIDA-A, LLC PO BOX 69239			
BALTIMORE, MD 21264-92	•	e same to the Tax	Collector and make tax deed application thereon
Account Number	Certificate No.	Date	Legal Description
09-5015-328	2019/5042	06-01-2019	LT 17 BLK D BAYOU GRANDE VILLA PB 8 P 4 OR 6984 P 1227 OR 7017 P 1267 OR 7512 P 1108 OR 7585 P 518 SEC 33/4 T2/3S R31W
	axes, if due and nding tax certificates plus t and omitted taxes, plus in	•	·
	tor's fees, property informa	•	Clerk of the Court costs, charges and fees, and
Attached is the tax sale cer which are in my possession		cation is based and	all other certificates of the same legal description
Electronic signature on file ATCF II FLORIDA-A, LLC PO BOX 69239 BALTIMORE, MD 2126			
	cant's signature		04-07-2021 Application Date

Par	art 5: Clerk of Court Certified Amounts (Lines 8-14)	
8.	8. Processing tax deed fee	
9.	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.	2. Sheriff's fees	
13.	3. Interest (see Clerk of Court Instructions, page 2)	
14.	4. Total Paid (Lines 8-13)	
15.	Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16.	5. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign h	on here:  Date of sale 12/06/2021  Signature, Clerk of Court or Designee	_

#### **INSTRUCTIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LT 17 BLK D BAYOU GRANDE VILLA PB 8 P 4 OR 6984 P 1227 OR 7017 P 1267 OR 7512 P 1108 OR 7585 P 518 SEC 33/4 T2/3S R31W



# **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

1221-58

Part 1: Tax Deed	Application Infor	nation					
Applicant Name Applicant Address	ATCF II FLORIDA-A, LLC PO BOX 69239 BALTIMORE, MD 21264-9239			Application date		Apr 07, 2021	
Property description	4421 LLC 11348 LOWER MT VERNON RD EVANSVILLE, IN 47712			Certificate #  Date certificate issued		2019 / 5042	
	8512 MATADOR CAMINO 09-5015-328 LT 17 BLK D BAYOU GRANDE VILLA PB 8 P 4 OR 6984 P 1227 OR 7017 P 1267 OR 7512 P 1108 OR 7585 P 518 S (Full legal attached.)					06/01/2019	
Part 2: Certificat	es Owned by App	licant an	d Filed wi	th Tax Deed	Applic	ation	
Column 1 Certificate Number	Column	1 2	Co	olumn 3 unt of Certificate		Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2019/5042	06/01/20	019		446.13		49.17	495.30
	<u> </u>				1	→Part 2: Total*	495.30
Part 3: Other Ce	rtificates Redeeme	ed by Ap	plicant (C	ther than Co	unty)		
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Face A	umn 3 mount of Certificate	Column 4 Tax Collector's	Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2020/5387	06/01/2020		478.37		6.25	29.60	514.22
					•	Part 3: Total*	514.22
Part 4: Tax Colle	ector Certified Am	ounts (L	ines 1-7)				
1. Cost of all cert	ificates in applicant's	possessio	n and othe	r certificates red (*	deemed Total of	by applicant Parts 2 + 3 above	1,009.52
2. Delinquent tax	es paid by the applica	ant					0.00
3. Current taxes	paid by the applicant	-					415.55
4. Property inforr	nation report fee						200.00
5. Tax deed application fee					175.00		
6. Interest accrue	ed by tax collector un	der s.197.	542, F.S. (s	ee Tax Collecto	or Instru	ctions, page 2)	0.00
7.					Tota	I Paid (Lines 1-6)	1,800.07
	nformation is true and				y inform	ation report fee, a	nd tax collector's fees
Sign here: XXXII	lature, Tax Collector or Des	igneta			Da	Escambia, Floridate April 22nd,	

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

**Real Estate Search** 

**Tangible Property Search** 

Sale List

**Back** 

Nav. Mode Account O Reference

Printer Friendly Version

General Information

Reference: 3325312400017004

Account:

095015328

Owners:

4421 LLC

Mail:

11348 LOWER MT VERNON RD EVANSVILLE, IN 47712

Situs:

8512 MATADOR CAMINO 32507

Use Code:

MOBILE HOME 🎤

Taxing

**COUNTY MSTU** 

Authority:

Tax Inquiry:

Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford

Escambia County Tax Collector

Assessments						
Year	Land	Imprv	Total	Cap Val		
2020	\$12,000	\$8,420	\$20,420	\$20,420		
2019	\$12,000	\$9,518	\$21,518	\$19,922		
2018	\$8,000	\$10,111	\$18,111	\$18,111		

#### Disclaimer

Market Value Breakdown Letter

**Tax Estimator** 

**File for New Homestead Exemption Online** 

**Report Storm Damage** 

	Sales Data					
	Sale Date	Book	Page	Value	Туре	Official Records (New Window)
	08/25/2016	7585	518	\$100	QC	D <sub>o</sub>
	04/20/2016	7512	1108	\$100	TR	C <sub>o</sub>
	05/14/2013	7017	1267	\$100	QC	Γ,
	03/05/2013	6984	1227	\$100	TR	D <sub>o</sub>
	03/05/2013	6984	1225	\$100	CJ	D <sub>o</sub>
	10/04/2011	6770	772	\$10,100	CT	D <sub>o</sub>
	10/04/2011	6670	772	\$10,100	CT	D <sub>o</sub>
	07/2006	5966	1420	\$675,000	WD	D <sub>o</sub>
	07/2003	5181	862	\$100	WD	D <sub>o</sub>
	10/2001	4790	1614	\$55,000	WD	D <sub>o</sub>
	11/1999	4493	1200	\$100	QC	C <sub>o</sub>
i	Official Base				D	In the firm on

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

2020 Certified Roll Exemptions

None

Legal Description

LT 17 BLK D BAYOU GRANDE VILLA PB 8 P 4 OR 6984 P 1227 OR 7017 P 1267 OR 7512 P 1108 OR 7585 P 518 SEC 33/4 T2/3S...

Extra Features

None

**Parcel** 

Information

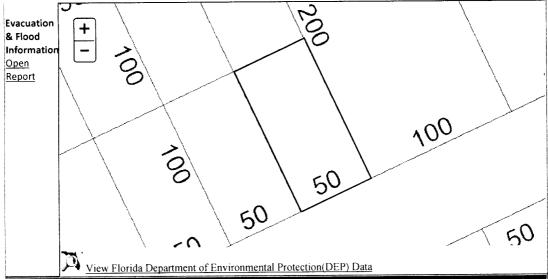
Section

Map Id: 33-25-31-2

Approx. Acreage: 0.1148

Zoned: P HDMU

Launch Interactive Map



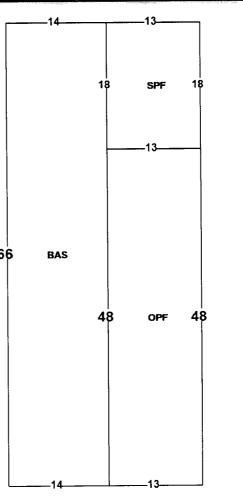
# Buildings Address:8512 MATADOR CAMINO, Year Built: 1985, Effective Year: 1985, PA Building ID#: 129048 Structural Elements **DWELLING UNITS-1** MH EXTERIOR WALL-VINYL/METAL MH FLOOR FINISH-CARPET MH FLOOR SYSTEM-TYPICAL MH HEAT/AIR-HEAT & AIR MH INTERIOR FINISH-DRYWALL/PLASTER MH MILLWORK-TYPICAL MH ROOF COVER-METAL MH ROOF FRAMING-FLAT/SHED MH STRUCTURAL FRAME-TYPICAL NO. PLUMBING FIXTURES-6NO. STORIES-1 STORY HEIGHT-0 36 BAS

Areas - 1782 Total SF

BASE AREA - 924

OPEN PORCH FIN - 624

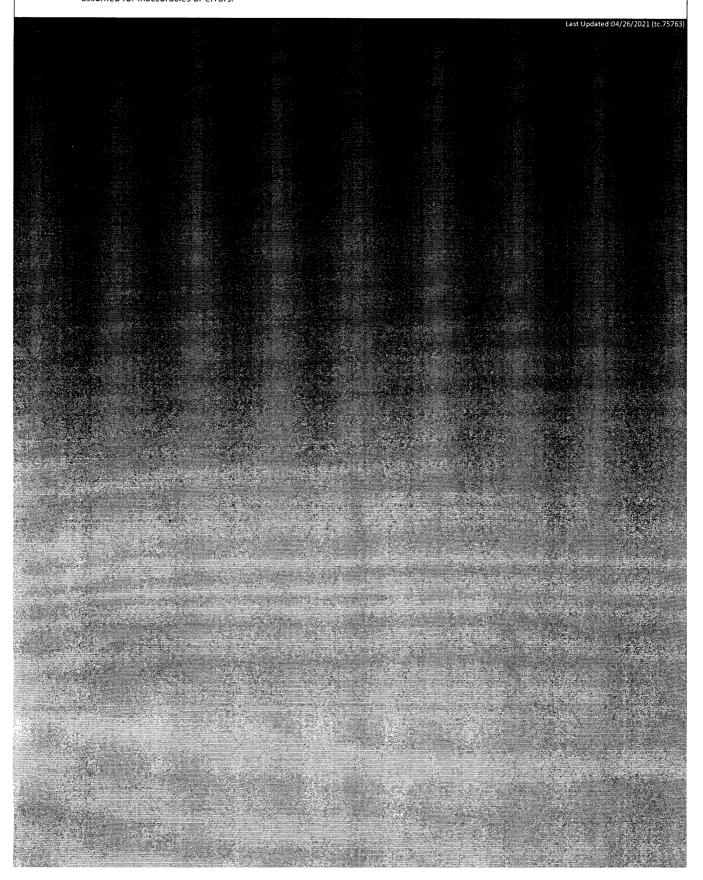
SCRN PORCH FIN - 234



Images



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



Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2021052683 5/13/2021 10:54 AM
OFF REC BK: 8529 PG: 1624 Doc Type: TDN

# NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ATCF II FLORIDA-A LLC holder of Tax Certificate No. 05042, 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 17 BLK D BAYOU GRANDE VILLA PB 8 P 4 OR 6984 P 1227 OR 7017 P 1267 OR 7512 P 1108 OR 7585 P 518 SEC 33/4 T2/3S R31W

**SECTION 33, TOWNSHIP 2 S, RANGE 31 W** 

TAX ACCOUNT NUMBER 095015328 (1221-58)

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

#### 4421 LLC

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 December, which is the 6th day of December 2021.

Dated this 12th 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.

COMPT OF THE PROPERTY OF THE P

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk



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

Tax Deed - Redemption Calculator
Account: 095015328 Certificate Number: 005042 of 2019

Redemption No V	oplication Date 04/07/2021	Interest Rate 18%
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 12/06/2021	Redemption Date 08/05/2021
Months	8	4
Tax Collector	\$1,800.07	\$1,800.07
Tax Collector Interest	\$216.01	\$108.00
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$2,022.33	\$1,914.32 T.C.
Record TDA Notice	\$17.00	\$17.00
Clerk Fee	\$130.00	\$130.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$200.00	\$200.00
App. Fee Interest	\$56.04	\$28.02
Total Clerk	\$523.04	\$495.02 C-H.
Release TDA Notice (Recording)	\$10.00	\$10.00
Release TDA Notice (Prep Fee)	\$7.00	\$7.00
Postage	\$60.00	\$0.00
Researcher Copies	\$0.00	\$0.00
Total Redemption Amount	\$2,622.37	\$2,426.34 -120-200
	Repayment Overpayment Refund Amount	\$196.03
Book/Page	8529	1624

#### **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 005042 **Redeemed Date 08/05/2021**

Name KNIGHT BARRY TITLE SOLUTIONS 1015 NORTH 12TH AVE PENSACOLA, FL 32501

Clerk's Total = TAXDEED Due Tax Collector = TAXDEED \$2,422.33 \$60.00 Postage = TD2ResearcherCopies = 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

**FINANCIAL SUMMARY** 

No Information Available - See Dockets

#### **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: 095015328 Certificate Number: 005042 of 2019

Payor: KNIGHT BARRY TITLE SOLUTIONS 1015 NORTH 12TH AVE PENSACOLA, FL 32501 **Date** 08/05/2021

Clerk's Check #

1000538340

Clerk's Total

Tax Collector Check #

1

Tax Collector's Total

Postage

Researcher Copies

\$0.00

Recording

\$10.00

Prep Fee

\$7.00

**Total Received** 

\$2,106.34

**PAM CHILDERS** Clerk of the Circuit Court

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
ESCAMBIA COUNTY FLORIDA
INST# 2021087011 8/5/2021 4:07 PM
OFF REC BK: 8591 PG: 1245 Doc Type: RTD

# RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 8529, Page 1624, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 05042, issued the 1st day of June, A.D., 2019

TAX ACCOUNT NUMBER: 095015328 (1221-58)

DESCRIPTION OF PROPERTY:

LT 17 BLK D BAYOU GRANDE VILLA PB 8 P 4 OR 6984 P 1227 OR 7017 P 1267 OR 7512 P 1108 OR 7585 P 518 SEC 33/4 T2/3S R31W

**SECTION 33, TOWNSHIP 2 S, RANGE 31 W** 

NAME IN WHICH ASSESSED: 4421 LLC

Dated this 5th day of August 2021.

COMPTRO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk Recorded in Public Records 05/16/2013 at 04:41 PM OR Book 7017 Page 1267, Instrument #2013034964, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00 Deed Stamps \$0.70

This instrument prepared by: Colleen Cleary Ortiz, P.A. 1127 North Palafox Street Pensacola, FL 32501

[Space Above This Line For Recording Data]

THIS DEED HAS BEEN PREPARED AT THE GRANTOR'S AND GRANTEE'S REQUEST, WITHOUT EXAMINATION OR LEGAL OPINION OF TITLE.

#### **QUIT CLAIM DEED**

KNOW ALL PERSONS BY THESE PRESENTS, that I, JANICE PEERCY, whose address is 8507 Matador Camino, Pensacola, FL 32507, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do remise, release, convey and quitclaim unto 4421, L.L.C., "Grantee," whose address is 8507 Matador Camino, Pensacola, FL 32507, along with its executors, administrators, successors and assigns, forever, all right, title and interest unto the following described real property situate, lying and being in the County of Escambia, State of Florida, to-wit:

Lot 17, Block "D", Bayou Grande Villa, a subdivision of a portion of Section 4, Township 3 South, Range 31 West, Escambia County, Florida as recorded in Plat Book 8, Page 4 of the Public Records of said County.

(Also known as 8512 Matador Camino, Pensacola, FL 32507)

Property Appraiser's Parcel Identification Number: 332S312400017004

Together with all the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

IN WITNESS WHEREOF the Grantor has set her hand and seal on this day of May, 2013.

Signed, sealed and delivered

in the presence of:

Stephen Ortiz

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this the day of the day of Janice Peercy, who is personally known to me or produced to year's factorial as identification.

Print/Type Name)

NOTARY PUBLIC

COMMISSION # EE876785 EXPIRES June 11, 2017

Plondamotary/Service.com

Recorded in Public Records 8/4/2021 2:42 PM OR Book 8590 Page 415, Instrument #2021086186, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00 Deed Stamps \$350.00

Prepared By:

Knight Barry Title Solutions Inc. 1015 North 12th Avenue Pensacola, FL 32501

Return To:

Knight Barry Title Solutions Inc. 1015 North 12th Avenue Pensacola. FL 32501

Order No.: 2079556

Property Appraiser's Parcel I.D. (folio) Number: 332S312400017004

#### **WARRANTY DEED**

THIS WARRANTY DEED dated July 30, 2021, by 4421, L.L.C., a Florida limited liability comapny existing under the laws of Florida, and having its principal place of business at 11348 Lower Mt. Vernon Rd, Evansville, Indiana 47712 (the "Grantor"), to Matthew King and Alisha Pratt, husband and wife, whose post office address is 8512 Matador Camino, Pensacola, Florida, 32507 (the "Grantee").

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of Fifty Thousand And No/100 Dollars (\$50,000.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the Grantee, all that certain land situated in County of ESCAMBIA, State of Florida, viz:

Lot 17, Block "D", Bayou Grande Villa, a subdivision of a portion of Section 4, Township 3 South, Range 31 West, Escambia County, Florida, as recorded in Plat Book 8, Page 4, of the Public Records of said County.

TOGETHER WITH that certain Year: 1985, Make: Liberty, Size: single-wide mobile home, VIN Number (s) 02L23298.

The property herein conveyed does not constitute the homestead property of the Grantor

Subject to easements, restrictions, reservations and limitations of record, if any.

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

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: 12/31/2021.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Witness Signature

Colleen M Vert

Printed Name of First Witness

Witness Signature

Kathleen Byrd

Printed Name of Second Witness

Roger Lee Bays Managing Member

BY: Clary

Managing Member

Grantor Address:

11348 Lower Mt. Vernon Rd Evansville, IN 47712

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was executed and acknowledged before me by means of \_X\_\_\_ Physical Presence or \_\_\_\_ Online Notarization this 30th day of July , 2021 by Roger Lee Bays and Jerry Bays as Managing Members of 4421, L.L.C.. a Florida limited liability company

Notary Public

Printed Name: Colleen Mary Vert

My Commission Expires: December 18, 2022

COLLEEN MARY VERT
Notary Public - State of Florida
Commission # GG 285380
My Comm. Expires Dec. 18, 2022
Bonded Through National Notary Assn.

Recorded in Public Records 09/06/2016 at 12:25 PM OR Book 7585 Page 518, Instrument #2016068279, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00 Deed Stamps \$0.70

This instrument prepared by: Colleen Cleary Ortiz, P.A. 1127 North Palafox Street Pensacola, FL 32501

[Space Above This Line For Recording Data]

THIS DEED HAS BEEN PREPARED AT THE GRANTOR'S AND GRANTEE'S REQUEST, WITHOUT EXAMINATION OR LEGAL OPINION OF TITLE.

#### **QUIT CLAIM DEED**

KNOW ALL PERSONS BY THESE PRESENTS, that I, PAMELA PRESSLEY, whose address is 50 North Old Corryfield Road, Pensacola, FL 32507, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do remise, release, convey and quitclaim unto 4421, L.L.C., "Grantee," whose address is 8507 Matador Camino, Pensacola, FL 32507, along with its executors, administrators, successors and assigns, forever, all right, title and interest unto the following described real property situate, lying and being in the County of Escambia, State of Florida, to-wit:

Lot 17, Block "D", Bayou Grande Villa, a subdivision of a portion of Section 4, Township 3 South, Range 31 West, Escambia County, Florida as recorded in Plat Book 8, Page 4 of the Public Records of said County.

(Also known as 8512 Matador Camino, Pensacola, FL 32507)

Property Appraiser's Parcel Identification Number: 332S312400017004

Together with all the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining.

IN WITNESS WHEREOF the Grantor has set her hand and seal on this 25 day of July, 2016.

Signed, sealed and delivered

- the presence of:

(1, 55)

Witness CYNTHUGEIII)

Witness

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25 day of <u>Parcust</u>, 2016, by Pamela Pressley, who is personally known to me or produced <u>CVVVB</u> (CVV) as identification.

-SEAL-

CYNTHIA ESTRADA ELLIS MY COMMISSION # FF975976 EXPIRES: March 28, 2020 NOTARY PUBLIC

(Print/Type Name)

## PROPERTY INFORMATION REPORT

September 19, 2021 Tax Account #:09-5015-328

# LEGAL DESCRIPTION EXHIBIT "A"

LT 17 BLK D BAYOU GRANDE VILLA PB 8 P 4 OR 6984 P 1227 OR 7017 P 1267 OR 7512 P 1108 OR 7585 P 518 SEC 33/4 T2/3S R31W

**SECTION 33, TOWNSHIP 2 S, RANGE 31 W** 

TAX ACCOUNT NUMBER 09-5015-328(1221-58)

# 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 SEARCE	H FOR TDA				
TAX DEED SALE DATE:	DEC 6, 2021				
TAX ACCOUNT #:	09-5015-328				
CERTIFICATE #:	2019-5042				
those persons, firms, and/or agencies	Florida Statutes, the following is a list of names and addresses of having legal interest in or claim against the above-described sale certificate is being submitted as proper notification of tax deed				
	a, P.O. Box 12910, 32521 ty, 190 Governmental Center, 32502 tax year.				
MATTHEW KING AND ALISHA PRATT 8512 MATADOR CAMINO PENSACOLA, FL 32507	4421 L.L.C. 11348 LOWER MT. VERNON RD. EVANSVILLE, IN 47712				

Certified and delivered to Escambia County Tax Collector, this 19th day of August, 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

**CONTINUATION PAGE** 

September 19, 2021

Tax Account #: 09-5015-328

1. The Grantee(s) of the last deed(s) of record is/are: MATTHEW KING AND ALISHA PRATT

By Virtue of Warranty Deed recorded 8/4/2021 in OR 8590/415

- 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 4421, L.L.C. a Florida Limited Liability Company recorded 8/7/2021 OR 8590/418
- 4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 09-5015-328 Assessed Value: \$21,064.00

**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): BAYOU GRANDE VILLA ASSOCIATION, INC.

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.



## PROPERTY INFORMATION REPORT

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

SCOTT LUNSFORD,	ESCAMBIA COUNTY TA	AX COLLECTOR	
TAX ACCOUNT #:	09-5015-328	CERTIFICATE #:	2019-5042
REPORT IS LIMITED	TO THE PERSON(S) EX		RS OR OMISSIONS IN THIS NAME IN THE PROPERTY FORMATION REPORT.
listing of the owner(s) tax information and a l encumbrances recorded title to said land as list	of record of the land describing and copies of all oper d in the Official Record Boded on page 2 herein. It is the If a copy of any document I	ped herein together with curr n or unsatisfied leases, mortg oks of Escambia County, Flo e responsibility of the party i	user named above includes a ent and delinquent ad valorem ages, judgments and rida that appear to encumber the named above to verify receipt of ce issuing this Report must be
and mineral or any sub	surface rights of any kind o ps, boundary line disputes, a	r nature; easements, restriction	or in subsequent years; oil, gas, ons and covenants of record; ould be disclosed by an accurate
			ument attached, nor is it to be any other form of guarantee or
Use of the term "Repo	rt" herein refers to the Propo	erty Information Report and	the documents attached hereto.
Period Searched: Sept	tember 17, 2001 to and inc	luding September 17, 2021	Abstractor: Vicki Campbell
BY			

Michael A. Campbell, As President

Dated: September 19, 2021

THE ATTACHED REPORT IS ISSUED TO:

BK: 8590 PG: 435 Last Page

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

Matthew King -Borrower

Alisha Pratt - Borrower

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What Lender requires as a condition of this waiver can change during the term of the loan. Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- **D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.
- **F. Remedies.** If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

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# **Planned Unit Development Rider**

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 4TH day of August, 2021, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to 4421, L.L.C. A FLORIDA LIMITED LIABILITY COMPANY

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

8512 MATADOR CAMINO PENSACOLA FL 32507

[Property Address] The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in OR BK 529, PAGE 12

(the "Declaration"). The Property is a part of a planned unit development known as

#### BAYOU GRANDE VILLA

[Name of Planned Unit Development] (the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

**PUD COVENANTS**. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association.

Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

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require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- 24. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.
- 25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Matthew King-Borrower

[Space Below This Line for Acknowledgment]

STATE OF Florida

**COUNTY OF Escambia** 

The foregoing instrument was acknowledged before me, by means of [X] physical presence or [ ] online notarization, this 4th day of August 2021, by Matthew King and Alisha Pratt, Husband and Wife who has provided a driver's license as identification, and who did take an oath.

Notary Stampolicemmary Vert Notary Public - State of Florida Commission # GG 285380 My Comm. Expires Dec. 18, 2022 Bonded Through National Notary Assn.

Notary Public. State of Florida

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21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may

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any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

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delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

- 17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.
- 18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to

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- 12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.
- 13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually

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Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

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coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

- (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.
- (b) Any such agreements will not affect the rights Borrower has if any with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.
- 11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such

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Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

- 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9. Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance

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In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of uncarned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

- 6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

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manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter crected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above. Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4.** Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a

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Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds

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mortgage, grant and convey to Lender, the following described property located in the County of Escambia, State of Florida

LOT 17, BLOCK "D", BAYOU GRANDE VILLA, A SUBDIVISION OF A PORTION OF SECTION 4, TOWNSHIP 3 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 8, PAGE 4, OF THE PUBLIC RECORDS OF SAID COUNTY.

TOGETHER WITH THAT CERTAIN YEAR: 1985, MAKE: LIBERTY, SIZE: SINGLE-WIDE MOBILE HOME, VIN NUMBER(S) 02L23298

which currently has the address of

8512 MATADOR CAMINO

[Street]

Pensacola [City]

Florida

32507 ("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

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- (H) "Applicable Law" means all controlling applicable federal, state, and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (J) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (K) "Escrow Items" means those items that are described in Section 3.
- (L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (M) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby

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Recorded in Public Records 8/4/2021 2:42 PM OR Book 8590 Page 418, Instrument #2021086187, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$154.50 MTG Stamps \$157.50 Int. Tax \$90.00

> After Recording Return To: Knight Barry Title Solutions Inc 1015 N 12<sup>th</sup> Ave Pensacola, FL 32501 File#2079556

RECORD AND RETURN TO: Knight Barry Title Solutions, Inc. 1015 N 12<sup>th</sup> Avenue Pensacola, FL 32501

[Space Above This Line for Recording Data]

#### MORTGAGE

#### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated August 4, 2021, together with all Riders to this document.
- (B) "Borrower" is Matthew King and Alisha Pratt, husband, and wife. Borrower is the mortgagor under this Security Instrument.
- **(C)** "Lender" is 4421, L.L.C. a Florida Limited Liability Company Lender's address is 11348 Lower Mt. Vernon Road, Evansville IN 47712. Lender is the mortgagee under this Security Instrument.
- **(D)** "Note" means the promissory note signed by Borrower and dated August 4, 2021. The Note states that Borrower owes Lender Forty-five Thousand and 00/100 Dollars (U.S. \$45,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 1, 2036.
- (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (G) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

Adjustable Rate Rider		Condominium Rider	Second Home Rider
Balloon Rider	X	Planned Unit Development Rider	Other(s)[specify]
1-4 Family Rider		Biweekly Payment Rider	

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# RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE (Escambia County, Florida)



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 roadway 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: Matador Camino

Legal Address of Property: 8512 Matador Camino, Pensacola, FL 32507

The County  $\xi$  has accepted  $\Box$  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.

This form completed by: Knight Barry Title Solutions, Inc. on July 30, 2021

08/04/2021

Date:

4421 .C a Florida limited liability con BY: Roger Lee Bays, Managing Witness: Colleen M Vert Seller: Member 07/30/2021 Date: (athleen Byrd Seller: Jerry Bay b7/30/2021 Date: Colleen M Vert Buyer: Matthew King 08/04/2021 Date: prast s: Kathleen Byrd Alisha Pratt Buyer: