

**APPLICATION FOR TAX DEED**  
Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2100705

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

IDE  
IDE TECHNOLOGIES INC  
3641 N.52 AVE  
HOLLYWOOD, FL 33021,

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
11-3479-295	2019/6527	06-01-2019	BEG AT SE COR OF LT 13 OF S/D OF LT 6 NWLY 400 FT TO NE COR LT 13 SWLY ALG N LI 1800 FT TO POB CONT SAME COURSE 90 FT S AT RT ANG 167 FT E AT RT ANG 90 FT N AT RT ANG 167 FT TO POB LT 60 OF UNRECORDED S/D OR 3873 P 158 OR 5540 P 1780

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

IDE  
IDE TECHNOLOGIES INC  
3641 N.52 AVE  
HOLLYWOOD, FL 33021

11-30-2021  
Application Date

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

<b>Part 5: Clerk of Court Certified Amounts (Lines 8-14)</b>	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14.	<b>Total Paid (Lines 8-13)</b>
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	15,280.50
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____	
Signature, Clerk of Court or Designee	
Date of sale <u>09/06/2022</u>	

**INSTRUCTIONS + 6.25**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BEG AT SE COR OF LT 13 OF S/D OF LT 6 NWLY 400 FT TO NE COR LT 13 SWLY ALG N LI 1800 FT TO POB CONT SAME COURSE 90 FT S AT RT ANG 167 FT E AT RT ANG 90 FT N AT RT ANG 167 FT TO POB LT 60 OF UNRECORDED S/D OR 3873 P 158 OR 5540 P 1780



# 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

0922-02

<b>Part 1: Tax Deed Application Information</b>				
Applicant Name Applicant Address	IDE IDE TECHNOLOGIES INC 3641 N.52 AVE HOLLYWOOD, FL 33021		Application date	Nov 30, 2021
Property description	SIMS BARBARA LEE 616 BENJULYN RD CANTONMENT, FL 32533 616 BENJULYN RD 11-3479-295 BEG AT SE COR OF LT 13 OF S/D OF LT 6 NWLY 400 FT TO NE COR LT 13 SWLY ALG N LI 1800 FT TO POB CONT (Full legal attached.)		Certificate #	2019 / 6527
			Date certificate issued	06/01/2019
<b>Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application</b>				
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)
# 2019/6527	06/01/2019	257.90	92.84	350.74
→ Part 2: Total*				350.74
<b>Part 3: Other Certificates Redeemed by Applicant (Other than County)</b>				
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Total (Column 3 + Column 4 + Column 5)
# /				
Part 3: Total*				0.00
<b>Part 4: Tax Collector Certified Amounts (Lines 1-7)</b>				
1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)				350.74
2. Delinquent taxes paid by the applicant				0.00
3. Current taxes paid by the applicant				194.24
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)				919.98
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: <u>Candice Deems</u>		Escambia, Florida		
Signature, Tax Collector or Designee		Date December 13th, 2021		

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



# Chris Jones

## Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

[Back](#)

◀ [Nav. Mode](#)  [Account](#)  [Parcel ID](#) ▶

[Printer Friendly Version](#)

General Information						Assessments				
Parcel ID:	141N316000060013					Year	Land	Imprv	Total	Cap Val
Account:	113479295					2021	\$8,313	\$34,029	\$42,342	\$30,561
Owners:	SIMS BARBARA LEE					2020	\$8,313	\$30,875	\$39,188	\$30,140
Mail:	616 BENJULYN RD CANTONMENT, FL 32533					2019	\$8,313	\$28,542	\$36,855	\$29,463
Situs:	616 BENJULYN RD 32533									
Use Code:	MOBILE HOME									
Taxing Authority:	COUNTY MSTU									
Tax Inquiry:	<a href="#">Open Tax Inquiry Window</a>									
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector										
Sales Data						2021 Certified Roll Exemptions				
Sale Date	Book	Page	Value	Type	Official Records (New Window)	HOMESTEAD EXEMPTION				
12/2004	5540	1780	\$100	QC		Legal Description				
11/1995	3873	158	\$9,000	WD		BEG AT SE COR OF LT 13 OF S/D OF LT 6 NWLY 400 FT TO NE COR LT 13 SWLY ALG N LI 1800 FT TO POB CONT SAME COURSE 90 FT...				
12/1988	2653	443	\$10,500	WD		Extra Features				
02/1984	1880	200	\$2,000	WD		METAL SHED				
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller										

### Parcel Information

[Launch Interactive Map](#)

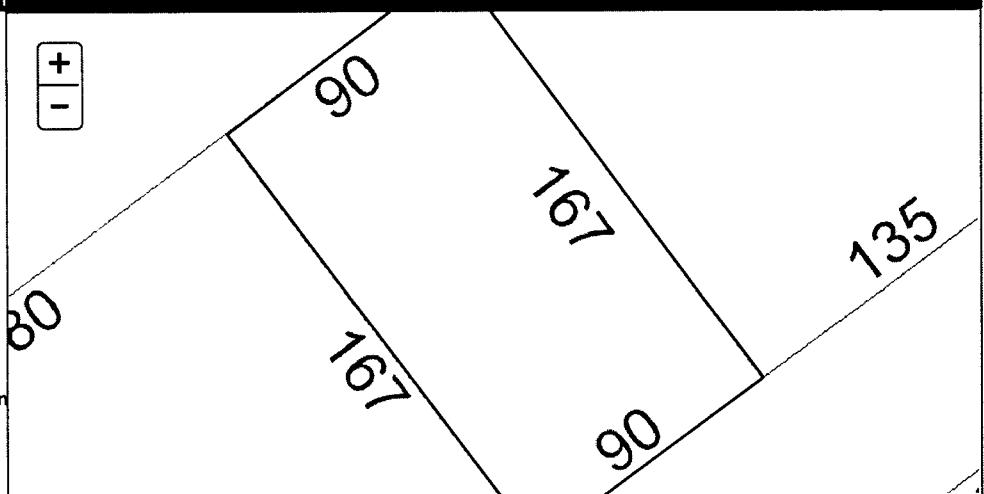
Section  
Map Id:  
14-1N-31-2



Approx.  
Acreage:  
0.3506

Zoned:  
LDR

Evacuation  
& Flood  
Information  
[Open  
Report](#)

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

### Buildings

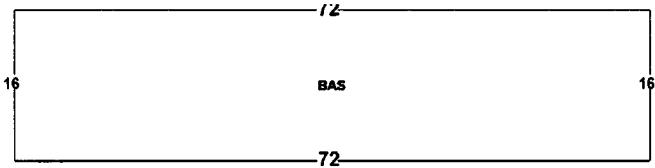
Address: 616 BENJULYN RD, Year Built: 2008, Effective Year: 2008, PA Building ID#: 124342

**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-COMP SHINGLE/WOOD  
MH ROOF FRAMING-GABLE HIP  
MH STRUCTURAL FRAME-TYPICAL  
NO. PLUMBING FIXTURES-6  
NO. STORIES-1  
STORY HEIGHT-0

Areas - 1152 Total SF

BASE AREA - 1152



Images



3/5/20

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: 12/20/2021 (fc.45765)



Search Property



Property Sheet



Lien Holder's



Sold To



Redeem



Forms



Courtview



Benchmark



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

**Tax Deed - Redemption Calculator**

**Account: 113479295 Certificate Number: 006527 of 2019**

Redemption	No <input type="button" value="▼"/>	Application Date	11/30/2021	Interest Rate	18% <input type="button" value="▼"/>
Final Redemption Payment ESTIMATED			Redemption Overpayment ACTUAL		
Auction Date		09/06/2022	Redemption Date		03/02/2022 <input type="button" value="▼"/>
Months	10		4		
Tax Collector	\$919.98		\$919.98		
Tax Collector Interest	\$138.00		\$55.20		
Tax Collector Fee	\$6.25		\$6.25		
Total Tax Collector	\$1,064.23		\$981.43		T. C.
Record TDA Notice	\$17.00		\$17.00		
Clerk Fee	\$119.00		\$119.00		
Sheriff Fee	\$120.00		\$120.00		-
Legal Advertisement	\$200.00		\$200.00		-
App. Fee Interest	\$68.40		\$27.36		
Total Clerk	\$524.40		\$483.36		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	\$1,665.63		\$1,481.79 - 120-200		
					<u>\$1,161.79</u>
Repayment Overpayment Refund Amount			\$183.84		
Book/Page					

**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 006527  
 Redeemed Date 03/02/2022**

**Name** BARBARA L SIMS 616 BENJULYN RD CANTONMENT, FL 32533  
 Clerk's Total = TAXDEED \$524.40 \$1,144.79  
 Due Tax Collector = TAXDEED \$1,064.23  
 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

<b>Date</b>	<b>Docket</b>	<b>Desc</b>	<b>Amount Owed</b>	<b>Amount Due</b>	<b>Payee Name</b>
-------------	---------------	-------------	--------------------	-------------------	-------------------

**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: 113479295 Certificate Number: 006527 of 2019**

**Payor: BARBARA L SIMS 616 BENJULYN RD CANTONMENT, FL 32533      Date 03/02/2022**

Clerk's Check #	453764560	Clerk's Total	\$124.40	\$1,144.79
Tax Collector Check #	1	Tax Collector's Total	\$1,064.23	
		Postage	\$60.00	
		Researcher Copies	\$0.00	
		Recording	\$10.00	
		Prep Fee	\$7.00	
		Total Received	<u>\$1,665.63</u>	
				\$1,144.79

**PAM CHILDERS**  
**Clerk of the Circuit Court**

Received By: N. Cappage  
 Deputy Clerk

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2022021388 3/2/2022 1:22 PM  
OFF REC BK: 8733 PG: 278 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 8733, Page 270, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 06527, issued the 1st day of June, A.D., 2019

**TAX ACCOUNT NUMBER: 113479295 (0922-02)**

### **DESCRIPTION OF PROPERTY:**

**BEG AT SE COR OF LT 13 OF S/D OF LT 6 NWLY 400 FT TO NE COR LT 13 SWLY ALG N LI  
1800 FT TO POB CONT SAME COURSE 90 FT S AT RT ANG 167 FT E AT RT ANG 90 FT N AT  
RT ANG 167 FT TO POB LT 60 OF UNRECORDED S/D OR 3873 P 158 OR 5540 P 1780**

**SECTION 14, TOWNSHIP 1 N, RANGE 31 W**

**NAME IN WHICH ASSESSED: BARBARA LEE SIMS**

Dated this 2nd day of March 2022.

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  
INST# 2022021382 3/2/2022 1:16 PM  
OFF REC BK: 8733 PG: 270 Doc Type: TDN

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **IDE TECHNOLOGIES INC** holder of **Tax Certificate No. 06527**, 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:

**BEG AT SE COR OF LT 13 OF S/D OF LT 6 NWLY 400 FT TO NE COR LT 13 SWLY ALG N LI 1800 FT TO POB CONT SAME COURSE 90 FT S AT RT ANG 167 FT E AT RT ANG 90 FT N AT RT ANG 167 FT TO POB LT 60 OF UNRECORDED S/D OR 3873 P 158 OR 5540 P 1780**

**SECTION 14, TOWNSHIP 1 N, RANGE 31 W**

**TAX ACCOUNT NUMBER 113479295 (0922-02)**

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

**BARBARA LEE SIMS**

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first Tuesday in the month of September, which is the 6th day of September 2022.**

Dated this 2nd day of March 2022.

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

**Exhibit "A"**

File Number: TSF09-091

Commencing at the Southeasterly corner of Lot 13 of a subdivision of Lot 6, Section 14, Township 1 North, Range 31 West, Escambia County, Florida; thence Northwesterly along the East line of said Lot 13 a distance of 400 feet to the Northeasterly corner of last said lot; thence Southwesterly along the North line of said lot 1800 feet to Point of Beginning; thence continue same course 90 feet; thence Southerly at right angles 167 feet; thence Easterly at right angles 90 feet; thence Northerly at right angles 167 feet to Point of Beginning, being Lot 60 of an unrecorded subdivision.



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:

Michelle Boswell  
Michelle Boswell

Barbara L. Sims (Seal)  
Barbara L. Sims - Borrower

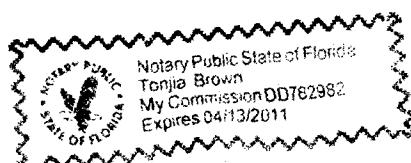
Tonjia Brown  
Tonjia Brown

(Seal)  
- Borrower

[Space Below This Line for Acknowledgment]

STATE OF: Florida  
COUNTY OF: Escambia

The foregoing instrument was acknowledged before me this  
25th day of June, 2009, by Barbara L. Sims, who has produced  
driver's license as identification.



Tonjia Brown  
Notary Public - Tonjia Brown

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 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.



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.

**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.



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 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.



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 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.



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.

**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



**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 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.



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 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**



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.

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



include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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 unearned 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



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 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 erected 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 fees imposed by the Federal Emergency Management Agency in connection with the review 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



Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds 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.



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



## 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 mortgage, grant and convey to Lender, the following described property located in the County of

Escambia : \_\_\_\_\_

**See Attached Exhibit A**

which currently has the address of \_\_\_\_\_ 616 Benjulyn Rd  
[Street]

\_\_\_\_\_, Cantonment \_\_\_\_\_, Florida 32533 ("Property Address");  
[City] [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.



**(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.

Recorded in Public Records 07/01/2009 at 10:23 AM OR Book 6478 Page 1023,  
 Instrument #2009044043, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
 County, FL Recording \$163.00 MTG Stamps \$167.65 Int. Tax \$95.71

Prepared By:  
 After Recording Return To  
 Vanderbilt Mortgage and Finance Inc.  
 Attn: David Clayton  
 500 Alcoa Trail  
 Maryville, TN. 37804

[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 June 25, 2009, together with all Riders to this document.
- (B) **“Borrower”** is Barbara L Sims, a single woman. Borrower is the mortgagor under this Security Instrument.
- (C) **“Lender”** is Vanderbilt Mortgage and Finance Inc. Lender is a corporation organized and existing under the laws of Tennessee. Lender’s address is 500 Alcoa Trail, Maryville, TN. 37804. Lender is the mortgagee under this Security Instrument.
- (D) **“Note”** means the promissory note signed by Borrower and dated of even date. The Note states that Borrower owes Lender forty seven thousand eight hundred fifty four and 67/100 Dollars (U.S. \$47,854.67) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than 7/1/2029.
- (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]:

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> Other(s) [specify] _____
<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Biweekly Payment Rider	<input checked="" type="checkbox"/> Manufactured Home Rider



10.00  
70  
10.70

OR BK 5540 PG 1780  
Escambia County, Florida  
INSTRUMENT 2004-311688  
BEED BOC STAMPS PD & ESC CO \$ 0.70  
12/14/04 ERNIE LEE MAGAHA, CLERK

## QUIT CLAIM DEED

STATE OF  
COUNTY OF

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2004-311688

KNOW ALL MEN BY THESE PRESENTS, That

Richard David Sims

for and in consideration of the sum of TEN DOLLARS (\$10.00), and other valuable considerations, receipt whereof is hereby acknowledged, to remise, release, and quit claim unto  
Barbara Lee Sims, heirs, executors, administrators and assigns forever, the following described property, situated in Escambia County, State of Florida to wit:

Commencing At the Southeasterly corner of lot 13 of a subdivision of Lot 6, Section 14, Township 1 North Range 31 West, Escambia County, Florida; thence Northwestly Along the East Line of said Lot 13 a distance of 400 feet to the Northeasterly corner of last said Lot; thence Southwesterly Along the North Line of said Lot 1800 feet to Point of beginning; thence Continue same course 90 feet; thence Southerly at right Angles 167 Feet; thence Easterly at Right angles 90 Feet; thence Northerly at right Angles 167 Feet of point of beginning, being Lot 60 of AN unrecorded subdivision.

The Mobile Home: 1972 Nashua, ID # MN269123B219534 Title # 547674  
616 Benjulyn Road, CANTONMENT, Florida

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, free from all exemptions and right of homestead.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 13 day of DECEMBER, 2004.

Signed, sealed and delivered  
in our presence

Richard David Sims

RICHARD DAVID SIMS

SHARON A FLETCHER  
Sharon A Fletcher  
Beverly Stradley X  
Beverly Stradley

STATE OF  
COUNTY OF

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of Dec, by RICHARD DAVID SIMS, who produced identification of FLDI 5520744-6 2-309 and did not take an oath.

Sharon A Fletcher  
Notary Public

Prepared By:

X Barbara Lee Sims  
616 Benjulyn Rd  
CANTONMENT FL 32533

Return To:



SHARON A. FLETCHER  
Notary Public-State of FL  
Comm. Exp. April 10, 2006  
Comm. No. DD 107877

RESIDENTIAL SALES  
ABUTTING ROADWAY  
MAINTENANCE DISCLOSURE

**ATTENTION:** Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance 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: Benjulyn

Legal Address of Property: 616 Benjulyn, Cantonment, FL 32533

The County  has accepted  has not accepted the abutting roadway for maintenance.

This form completed by: William Gary Stevens

Name 1956 Filly Rd.  
Address Cantonment, FL 32533  
City, State, Zip Code

**AS TO SELLER(S):**

William Gary Stevens  
Seller's Name: William Gary Stevens

Linda Thompson  
Witness' Name: Linda Thompson

Seller's Name: \_\_\_\_\_

Witness' Name: \_\_\_\_\_

**AS TO BUYER(S):**

Richard Simms  
Buyer's Name: Richard Simms  
Barbara Sue Simms  
Buyer's Name: Barbara Simms

Linda Thompson  
Witness' Name: Linda Thompson  
Witness' Name: \_\_\_\_\_

LTA Case No. 3A-49050  
THIS FORM APPROVED BY THE  
ESCAMBIA COUNTY BOARD  
OF COUNTY COMMISSIONERS  
Effective: 4/15/95

Instrument 00253473  
Filed and recorded in the  
Official Records  
NOVEMBER 20, 1995  
at 09:40 A.M.  
ERNIE LEE MAGAHA,  
CLERK OF THE CIRCUIT COURT  
Escambia County,  
Florida

Schedule A

Commencing at the Southeasterly corner of Lot 13 of a subdivision of Lot 6, Section 14, Township 1 North, Range 31 West, Escambia County, Florida; thence Northwesterly along the East line of said Lot 13 a distance of 400 feet to the Northeasterly corner of last said lot; thence Southwesterly along the North line of said lot 1800 feet to point of beginning; thence continue same course 90 feet; thence Southerly at right angles 167 feet; thence Easterly at right angles 90 feet; thence Northerly at right angles 167 feet to point of beginning, being lot 60 of an unrecorded subdivision.

CWS

15.00  
13.00  
✓ 10.00

## This Warranty Deed

Made this 16th day of November A.D. 19 95  
by William Gary Stevens, a married man

1956 Filly Rd., Cantonment, FL 32533

hereinafter called the grantor, to  
Richard D. Sims and Barbara L. Sims,  
husband and wife

whose post office address is:

616 Benjulyn Rd., Cantonment, FL 32533

Grantees' SSN: 264 73-8267

hereinafter called the grantee: 230-88-5134

OR Bk3873 Pg0158  
INSTRUMENT 00253473

D S PD 983.00  
Recd. 30.00 1804 80.00  
NOVEMBER 20, 1995  
Shirley Lee Magaha,  
clerk of the Circuit Court  
3rd flr

(Whenever used herein the term "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 \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia

County, Florida, viz:

See Schedule A attached hereto and by this reference made a part hereof.

SUBJECT TO Covenants, restrictions, easements of record and taxes for the current year. Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel Identification Number: 14-1N-31-6000-060-013

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 December 31, 19 94

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

Signed, sealed and delivered in our presence:

Sherrill Bielawski  
Name: Sherrill Bielawski

Linda Thompson  
Name: Linda Thompson

Name: \_\_\_\_\_

William Gary Stevens LS  
Name & Address: William Gary Stevens

Name & Address: \_\_\_\_\_ LS

Name & Address: \_\_\_\_\_ LS

Name & Address: \_\_\_\_\_ LS

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this 16th day of November, 19 95, by

William Gary Stevens, a married man

who is personally known to me or who has produced

driver's license

as identification.

Linda Thompson

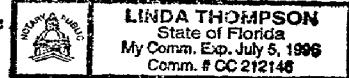
Print Name:  
Notary Public  
My Commission Expires: \_\_\_\_\_

PREPARED BY: Linda Thompson

RECORD & RETURN TO:

Lawyers Title Agency of North Florida, Inc  
721 East Gregory Street  
Pensacola, Florida 32501  
File No: 3A-49050

WD-1  
5/93



## **PROPERTY INFORMATION REPORT**

**June 13, 2022**  
**Tax Account #:11-3479-295**

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

**BEG AT SE COR OF LT 13 OF S/D OF LT 6 NWLY 400 FT TO NE COR LT 13 SWLY ALG N LI  
1800 FT TO POB CONT SAME COURSE 90 FT S AT RT ANG 167 FT E AT RT ANG 90 FT N AT RT  
ANG 167 FT TO POB LT 60 OF UNRECORDED S/D OR 3873 P 158 OR 5540 P 1780**

**SECTION 14, TOWNSHIP 1 N, RANGE 31 W**

**TAX ACCOUNT NUMBER 11-3479-295(0922-02)**

**ABSTRACTOR'S NOTE: WE ARE UNABLE TO CERTIFY CORRECTNESS OF LEGAL WITHOUT  
A CURRENT SURVEY**

**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:** SEPT 6, 2022

**TAX ACCOUNT #:** 11-3479-295

**CERTIFICATE #:** 2019-6527

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**

Notify City of Pensacola, P.O. Box 12910, 32521

Notify Escambia County, 190 Governmental Center, 32502

Homestead for 2021 tax year.

**BARBARA LEE SIMS**  
616 BENJULYN RD  
CANTONMENT, FL 32533

**VANDERBILT MORTGAGE AND FINANCE, INC**  
500 ALCOA TRAIL  
MARYVILLE, TN 37804

Certified and delivered to Escambia County Tax Collector, this 13<sup>th</sup> day of June, 2022.

**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**

June 13, 2022  
Tax Account #: **11-3479-295**

1. The Grantee(s) of the last deed(s) of record is/are: **BARBARA L SIMS**

**By Virtue of Warranty Deed recorded 11/20/1995 in OR 3873/158 and Quit Claim Deed recorded 12/14/2004 - OR 5540/1780**

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 Vanderbilt Mortgage and Finance, Inc., recorded 7/1/2009 – OR 6478/1023**
4. Taxes:

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

**Tax Account #: 11-3479-295**

**Assessed Value: \$30,561.00**

**Exemptions: HOMESTEAD EXEMPTION**

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.



## 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 #: 11-3479-295 CERTIFICATE #: 2019-6527

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: June 11, 2002 to and including June 11, 2022 Abstractor: Vicki Campbell

BY

Michael A. Campbell,  
As President  
Dated: June 13, 2022

384325

**Record & Return by [ ] Mail [ ] Pickup to:**

CMH Homes, Inc.  
5000 Clayton Road  
Maryville, Tennessee 37804

**This Instrument Prepared By:**

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**MANUFACTURED HOME RIDER TO SECURITY INSTRUMENT**

This Rider is made this 25 day of June, 20 09 and is incorporated into and amends and supplements the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Buyer/Borrower") to secure Buyer/Borrower's payments and obligations under that certain manufactured home retail installment contract and disclosure statement or manufactured home promissory note, security agreement and disclosure statement with CMH HOMES, INC. ("Seller"), VANDERBILT MORTGAGE AND FINANCE, INC. ("Assignee") (and each severally and jointly the "Seller" herein, regardless of how denominated in the Security Instrument), and the Buyer/Borrower (the "Contract") of the same date as the Contract, and being secured by the real property described in the Security Instrument ("Property").

Buyer/Borrower agrees that the Security Instrument is amended and supplemented as follows:

**1. Rider Controlling.** IF THERE IS A CONFLICT BETWEEN THE PROVISIONS OF THIS RIDER AND THOSE IN THE SECURITY INSTRUMENT, THE PROVISIONS IN THIS RIDER SHALL CONTROL. SUCH CONFLICTING PROVISIONS IN THE SECURITY INSTRUMENT SHALL BE DEEMED INEFFECTIVE OR MODIFIED AS NECESSARY TO MAKE SUCH CONFLICTING PROVISIONS CONSISTENT WITH THE PROVISIONS OF THIS RIDER.

**2. Treatment of Manufactured Home.** The Buyer/Borrower agrees (as marked and initialed by Buyer/Borrower) that the following described Manufactured Home, which is or will be sited on the Property, will have the following character:

(a) Manufactured Home Is and Remains Personal Property.  (Buyer/Borrower Initials): \_\_\_\_\_/\_\_\_\_\_

If this Section 2(a) is marked and initialed, the Manufactured Home shall retain its character as personal property and shall not become or be considered to be part of the Property, and shall be regulated by the provisions of the Contract pursuant to which Buyer/Borrower has granted Seller a personal property security interest in the Manufactured Home.

(b) Manufactured Home Is Real Property.  (Buyer/Borrower Initials): 

If this Section 2(b) is marked and initialed, the Manufactured Home shall be considered an improvement to the Property and thereby become a part of the Property. The term "Property" herein and in the Security Instrument shall be inclusive of the Manufactured Home.

Page 1

MH Rider to Various Forms of Mtg/DTs - Univ (type2-Alt) MHRS1353

Revised 11/27/2006 002614704-00011



**(Description of Manufactured Home)**

Make: CMH

Year: 2009

Model: VALUE I

Serial Number(s): WHC017557GA (the "Manufactured Home" herein)

**3. Covenants and Agreements of Borrower as to Manufactured Home.** If Section 2(a) has been marked and initialed, the Buyer/Borrower covenants and confirms that the Manufactured Home is and shall remain personal property, separate and severable from the Property, and Buyer/Borrower agrees not to take any action, or fail to take any action, the consequence of which would be to change the status of the Manufactured Home from personal property, provided that the Buyer/Borrower may treat the Manufactured Home as real property for ad valorem and similar tax purposes if such treatment is permissible under state law notwithstanding that the Manufactured Home is personal property otherwise and such tax treatment does not otherwise affect or negate the treatment of the Manufactured Home as personal property.

Buyer/Borrower agrees that Seller shall have the following rights and remedies in the event Seller commences proceedings for the foreclosure and sale of the Property: (a) After Seller repossesses or recovers the Manufactured Home, Seller may sell the Manufactured Home and apply the net sale proceeds (after having deducted the fees and costs permitted under the Contract and applicable law) toward any remaining amount Buyer/Borrower owes under the Contract. (b) In the event of any foreclosure sale of the Property, the Manufactured Home may, at Seller's election, be sold with the Property as a whole or sold separately. It shall not be necessary to have the Manufactured Home present at the place of sale of the Property. (c) Seller may exercise its rights and remedies relative to the Manufactured Home and Property in such order or manner as Seller may elect.

**4. Borrower Covenants and Agreements When Manufactured Home Converted to Real Property.** If Section 2(b) has been marked and initialed, Buyer/Borrower covenants and agrees that the Manufactured Home is or will be an improvement to the Property, and thus be or become a part of the Property. Additionally, Buyer/Borrower agrees and covenants (to the extent such is not now the case): to affix, and keep so affixed, the Manufactured Home to a permanent foundation; to comply with all applicable law otherwise relating to the affixation of the Manufactured Home; to remove the wheels, axles, tow bar and hitch, as may be applicable; that the Manufactured Home's being affixed to the Property does not and will not violate any zoning laws or restrictive covenants relating to the Property; to surrender the certificate of title to the Manufactured Home, if required by Seller and permitted by applicable law, to obtain any and all requisite governmental approvals and documentation necessary for the Manufactured Home to be treated as real property under applicable law and to comply with Seller's reasonable requests in connection therewith; and not to take such action or refrain from taking such action, the consequence of which would be to change the status of the Manufactured Home from real property status to personal property status under applicable law.

By signing below, Buyer/Borrower accepts and agrees to the terms and covenants contained in this Rider.

Bertram Gross (Seal)  
Borrower

BARBARA L SIMS  
Printed Name

\_\_\_\_\_  
Borrower (Seal)

Printed Name

Michelle Bonnell (Seal)  
Witness

Michelle Boswell  
Printed Name

Printed Name: Donja Broes (Sall)  
Witness

Tonja Brown  
Printed Name