APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2100354

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,
CITRUS CAPITAL HOLDINGS, LLC
CITRUS CAPITAL HOLDINGS FBO SEC PTY
PO BOX 54226
NEW ORLEANS, LA 70154-4226,
hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
12-3444-110	2019/7410	06-01-2019	BEG 258 FT E OF SW COR OF NW 1/4 OF SW 1/4 E 209 FT N 209 FT W 209 FT S 209 FT TO POB OR 6009 P 798 OR 6373 P 603/604

I agree to:

- pay any current taxes, if due and
- redeem all outstanding tax certificates plus interest not in my possession, and
- pay all delinquent and omitted taxes, plus interest covering the property.
- pay all Tax Collector's fees, property information report costs, Clerk of the Court costs, charges and fees, and Sheriff's costs, if applicable.

Attached is the tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

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

Applicant's signature

04-16-2021
Application Date

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. **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.	53,219.50
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	

Sign here: _____ Date of sale 04/04/2022
Signature, Clerk of Court or Designee

INSTRUCTIONS + 6.25

Tax Collector (complete Parts 1-4)

Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application
Enter the Face Amount of Certificate in Column 3 and the Interest in Column 4 for each certificate number. Add Columns 3 and 4 and enter the amount in Column 5.

Part 3: Other Certificates Redeemed by Applicant (Other than County)
Total. Add the amounts in Columns 3, 4 and 5

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

BEG 258 FT E OF SW COR OF NW 1/4 OF SW 1/4 E 209 FT N 209 FT W 209 FT S 209 FT TO POB OR 6009 P 798 OR 6373 P 603/604

CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

FLORIDA

DR-513
Rule 12D-16.002 F.A.C
Effective 07/19

0422-34

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	CITRUS CAPITAL HOLDINGS, LLC CITRUS CAPITAL HOLDINGS FBO SEC PTY PO BOX 54226 NEW ORLEANS, LA 70154-4226	Application date	Apr 16, 2021
Property description	PITTS MARK E & PITTS SHERRY ANN 7061 KINZIE LN WALNUT HILL, FL 32568 7061 KINZIE LN 12-3444-110 BEG 258 FT E OF SW COR OF NW 1/4 OF SW 1/4 E 209 FT N 209 FT W 209 FT S 209 FT TO POB OR 6009 P 798 (Full legal attached.)	Certificate #	2019 / 7410
		Date certificate issued	06/01/2019

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

Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2019/7410	06/01/2019	1,142.56	57.13	1,199.69
			→Part 2: Total*	**1,199.69**

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

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2020/7801	06/01/2020	1,147.88	6.25	57.39	1,211.52
				Part 3: Total*	**1,211.52**

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	2,411.21
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	1,073.48
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)	3,859.69

I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.

Sign here: Candice Lewis
Signature, Tax Collector or Designee

Escambia, Florida
Date April 27th, 2021

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

ECPA Home

Chris Jones
Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Sale List

Nav. Mode ◉ Account ○ Reference

Printer Friendly Version

General Information

Reference:	123N333201001001
Account:	123444110
Owners:	PITTS MARK E & PITTS SHERRY ANN
Mail:	7061 KINZIE LN WALNUT HILL, FL 32568
Situs:	7061 KINZIE LN 32568
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
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	$3,325	$132,591	$135,916	$106,439
2019	$3,325	$125,194	$128,519	$104,046
2018	$3,325	$116,337	$119,662	$102,106

Disclaimer

Market Value Breakdown Letter

Tax Estimator

File for New Homestead Exemption Online

Report Storm Damage

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/28/2008	6373	603	$100	QC	
08/24/2008	6373	604	$100	QC	
08/2006	6009	798	$100	QC	
05/2003	5171	366	$100	QC	
03/1996	3963	176	$100	WD	

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

2020 Certified Roll Exemptions

HOMESTEAD EXEMPTION

Legal Description

BEG 258 FT E OF SW COR OF NW 1/4 OF SW 1/4 E 209 FT N 209 FT W 209 FT S 209 FT TO POB OR 6009 P 798 OR 6373 P...

Extra Features

FRAME BUILDING

Parcel Information

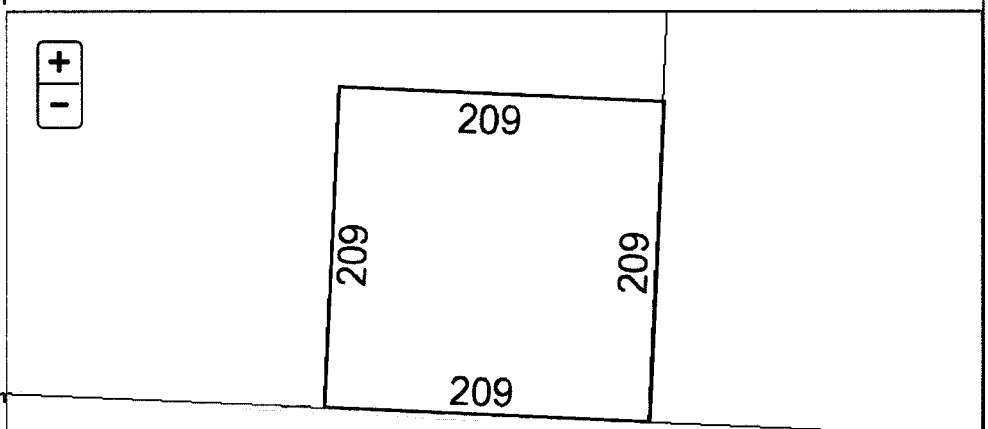
Launch Interactive Map

Section Map Id:
12-3N-33

Approx. Acreage:
1.0031

Zoned:
Agr

Evacuation & Flood Information
Open Report



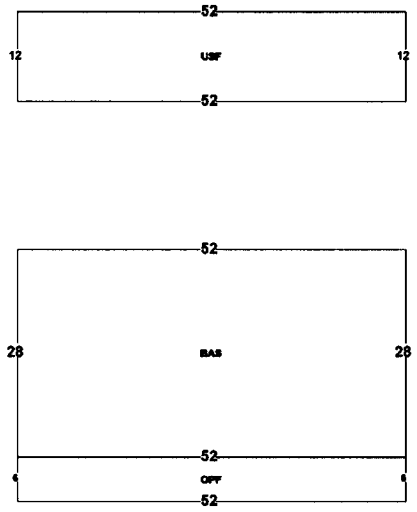
View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:7061 KINZIE LN, Year Built: 2007, Effective Year: 2007, PA Building ID#: 16290

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*LOG*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
INTERIOR WALL-*WOOD/WALLBOARD*
NO. PLUMBING FIXTURES-*8*
NO. STORIES-*2*
ROOF COVER-*METAL/MODULAR*
ROOF FRAMING-*GABLE-HI PITCH*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*



Areas - 2392 Total SF

BASE AREA - *1456*
OPEN PORCH FIN - *312*
UPPER STORY FIN - *624*

Images

10/31/17

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

Last Updated:04/30/2021 (tc.2847)

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: 123444110 Certificate Number: 007410 of 2019

Redemption: No | Application Date: 04/16/2021 | Interest Rate: 18%

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 04/04/2022	Redemption Date 05/19/2021
Months	12	1
Tax Collector	$3,859.69	$3,859.69
Tax Collector Interest	$694.74	$57.90
Tax Collector Fee	$6.25	$6.25
Total Tax Collector	$4,560.68	$3,923.84 TC
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	$84.06	$7.01
Total Clerk	$551.06	$474.01 CH
Release TDA Notice (Recording)	$10.00	$10.00
Release TDA Notice (Prep Fee)	$7.00	$7.00
Postage	$60.00	$0.00
Researcher Copies	$0.00	$0.00
Total Redemption Amount	$5,188.74	$4,414.85
	Repayment Overpayment Refund Amount	$773.89
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 007410
Redeemed Date 05/19/2021
Name MARK PITTS 7061 KINZIE LN WALNUT HILL, FL 32568

Clerk's Total = TAXDEED	~~$551.06~~ $4077.85
Due Tax Collector = TAXDEED	~~$4,360.68~~
Postage = TD2	~~$60.00~~
ResearcherCopies = TD6	$0.00
Release TDA Notice (Recording) = RECORD2	$10.00
Release TDA Notice (Prep Fee) = TD4	$7.00

• **For Office Use Only**

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name

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
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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: 123444110 Certificate Number: 007410 of 2019

Payor: MARK PITTS 7061 KINZIE LN WALNUT HILL, FL 32568 **Date** 05/19/2021

Clerk's Check #	1	Clerk's Total	~~$551.06~~ $4077.85
Tax Collector Check #	1	Tax Collector's Total	$4,560.68
		Postage	$60.00
		Researcher Copies	$0.00
		Recording	$10.00
		Prep Fee	$7.00
		Total Received	~~$5,188.74~~ $4,094.85

PAM CHILDERS
Clerk of the Circuit Court

Received By:
Deputy Clerk

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

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2021054952 5/19/2021 9:55 AM
OFF REC BK: 8533 PG: 1656 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **CITRUS CAPITAL HOLDINGS LLC** holder of **Tax Certificate No. 07410**, 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 258 FT E OF SW COR OF NW 1/4 OF SW 1/4 E 209 FT N 209 FT W 209 FT S 209 FT TO POB OR 6009 P 798 OR 6373 P 603/604

SECTION 12, TOWNSHIP 3 N, RANGE 33 W

TAX ACCOUNT NUMBER 123444110 (0422-34)

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

MARK E PITTS and SHERRY ANN PITTS

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 April, which is the **4th day of April 2022.**

Dated this 19th day of May 2021.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2021054962 5/19/2021 9:58 AM
OFF REC BK: 8533 PG: 1682 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 8533, Page 1656, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 07410, issued the 1st day of June, A.D., 2019

TAX ACCOUNT NUMBER: **123444110 (0422-34)**

DESCRIPTION OF PROPERTY:

BEG 258 FT E OF SW COR OF NW 1/4 OF SW 1/4 E 209 FT N 209 FT W 209 FT S 209 FT TO POB OR 6009 P 798 OR 6373 P 603/604

SECTION 12, TOWNSHIP 3 N, RANGE 33 W

NAME IN WHICH ASSESSED: MARK E PITTS and SHERRY ANN PITTS

Dated this 19th day of May 2021.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

BK: 6373 PG: 621

STATE OF FLORIDA, ESCAMBIA County ss:

The foregoing instrument was acknowledged before me this AUGUST 28, 2008 by MARK E PITTS and SHERRY ANN PITTS

who is personally known to me or who has produced DRIVER'S LICENSE as identification.

Notary Public

Julie A. Messer
Notary Public - State of Florida
My Commission No. DD 757011
My Commission Expires March 21, 2012

VMP-6(FL) (0005).02 1-LT188 5313 Page 16 of 16 Initials: Form 3010 1/01

BK: 6373 PG: 622 Last Page

EXHIBIT "A"

Beginning at a point which is 258 feet East of the Southwest corner of Northwest Quarter of Southwest Quarter of Section 12, Township 3 North, Range 33 West, Escambia County, Florida; thence run East 209 feet; thence run North 209 feet; thence run West 209 feet; thence run South 209 feet to the Point of Beginning.

Grant of Easement:

The South 15 feet of the following;

Five acres in a square in the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 12, Township 3 North, Range 33 West, less and except the following:

Beginning at a point which is 258 feet East of the Southwest corner of Northwest Quarter of Southwest Quarter of Section 12, Township 3 North, Range 33 West, Escambia County, Florida; thence run East 209 feet; thence run North 209 feet; thence run West 209 feet; thence run South 209 feet to the Point of Beginning.

Recorded in Public Records 08/30/2012 at 03:36 PM OR Book 6901 Page 1026, Instrument #2012066704, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $10.00

This Instrument Was Prepared
By And Is To Be Returned To:
Amy Carillion,
Emerald Coast Utilities Authority
9255 Sturdevant Street
Pensacola, Florida 32514-0311

EMERALD COAST UTILITIES AUTHORITY

NOTICE OF LIEN

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Notice is hereby given that the EMERALD COAST UTILITES AUTHORITY has a lien against the following described real property situated in Escambia County, Florida, for water, wastewater and/or sanitation service provided to the following customer:

BEG 258 FT E OF SW COR OF NW 1/4 OF SW 1/4 E 209 FT N 209 FT W 209 FT S 209 FT TO POB OR 6009 P 798 OR 6373 P 603/604

Customer: Mark Pitts and Sherry Ann Pitts

Account Number: 303467-138890

Amount of Lien: $82.86, together with additional unpaid utility service charges, if any, which may accrue subsequent to the date of this notice and simple interest on unpaid charges at 18 percent per annum, or at such lesser rate as may be allowed by law.

This lien is imposed in accordance with Section 159.17, Florida Statutes, Chapter 92-248, Laws of Florida, as amended and Emerald Coast Utilities Authority Resolution 87-10, as amended, and this lien shall be prior to all other liens on such lands or premises except the lien of state, county, and municipal taxes and shall be on a parity with the lien of such state, county, and municipal taxes.

Provided however, that if the above-named customer has conveyed said property by means of deed recorded in the public records of Escambia County, Florida, prior to the recording of this instrument, or if the interest of the above-named customer is foreclosed by a proceeding in which notice of lis pendens has been filed prior to the recording of this instrument, this lien shall be void and of no effect.

Dated: 8/29/12

EMERALD COAST UTILITIES AUTHORITY

BY: Amy Carillion

STATE OF FLORIDA
COUNTY OF ESCAMBIA
The foregoing instrument was acknowledged before me this 29 day of August, 20 12, by Amy Carillion of the Emerald Coast Utilities Authority, who is personally known to me and who did not take an oath.

[Notary Seal]

Jamie D. Rogers
Notary Public – State of Florida

JAMIE D. ROGERS
MY COMMISSION # EE 058880
EXPIRES: April 12, 2015
Bonded Thru Notary Public Underwriters

RWK:ls
Revised 05/31/2011

Recorded in Public Records 10/18/2006 at 02:14 PM OR Book 6014 Page 1112, Instrument #2006105735, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

Cm

IN THE CIRCUIT COURT OF
ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA

CASE NO: 2005 CF 004680 A
DIVISION: B

vs

ANTHONY GLENN BRUNSON
781 CHAVERS LN
CENTURY FL 32535

Case: 2005 CF 004680 A
00068409224
Dkt: CF361 Pg#:

W/M DOB: 04/28/1960

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2006 OCT 10 P 2:57
CRIMINAL DIVISION
FILED & RECORDED

****

JUDGMENT AGAINST DEFENDANT FOR ATTORNEY'S FEES AND COSTS

It is hereby ordered and adjudged that the above-named defendant shall pay to the Clerk of the Circuit Court on behalf of the State of Florida, the sum of $ 0, which the Court has determined to be the reasonable value for the assistance of Court-appointed counsel and for taxable costs in this cause, plus an additional $ 40.00 Application Fee to be deposited into the Indigent Criminal Defense Trust Fund, for a total of $ 40.00.

It is further ordered and adjudged that, in accordance with Section 938.29(2)(a), Florida Statutes, a lien is hereby created against all of the property, both real and personal, of the defendant and his/her estate, in the amount aforesaid, in favor of the State of Florida and shall bear interest at the rate set out in s.55.03 Florida Statutes, for which let execution issue.

Payment toward this lien should be made to Honorable Ernie Lee Magaha, Clerk of the Circuit Court, Attn: Circuit Criminal Division, PO Box 333, Pensacola, FL 32591-0333.

Note: You have the right to have a hearing with respect to the appropriateness of the Public Defender fee imposed by the Court. If you wish to have a hearing, you must file a written request with the Court within ten days of the date hereof.

DONE AND ORDERED this 9th day of October 2006

Judge

10-11-06
cc: Defendant

Recorded in Public Records 06/29/2006 at 08:34 AM OR Book 5938 Page 1969, Instrument #2006065811, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

IN THE CIRCUIT COURT OF
ESCAMBIA COUNTY, FLORIDA

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

2006 JUN 15 P 12:06

COURT DIVISION
FILED & RECORDED

STATE OF FLORIDA

CASE NO: 2005 CF 004680 A
DIVISION: B

vs

ANTHONY GLENN BRUNSON
781 CHAVERS LN
CENTURY FL 32535

W/M DOB: 04/28/1960

Case: 2005 CF 004680 A
00022559723
Dkt: CF361 Pg#:

****

JUDGMENT AGAINST DEFENDANT FOR ATTORNEY'S FEES AND COSTS

It is hereby ordered and adjudged that the above-named defendant shall pay to the Clerk of the Circuit Court on behalf of the State of Florida, the sum of $ 0, which the Court has determined to be the reasonable value for the assistance of Court-appointed counsel and for taxable costs in this cause, plus an additional $ 40.00 Application Fee to be deposited into the Indigent Criminal Defense Trust Fund, for a total of $ 40.00.

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Payment toward this lien should be made to Honorable Ernie Lee Magaha, Clerk of the Circuit Court, Attn: Circuit Criminal Division, PO Box 333, Pensacola, FL 32591-0333.

Note: You have the right to have a hearing with respect to the appropriateness of the Public Defender fee imposed by the Court. If you wish to have a hearing, you must file a written request with the Court within ten days of the date hereof.

DONE AND ORDERED this 15th day of June, 2006.

Judge

cc: Defendant

BK: 6373 PG: 620

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:

Witness: Juliet A. Messer

Witness: Kathy G Wilson

MARK E PITTS (Seal) -Borrower

7061 KINZIE LANE
WALNUT HILL
(Address)

(Seal) -Borrower

7061 KINZIE LANE
WALNUT HILL
(Address)

(Seal) -Borrower

(Seal) -Borrower

(Address)

(Address)

(Seal) -Borrower

(Seal) -Borrower

(Address)

(Address)

(Seal) -Borrower

(Seal) -Borrower

(Address)

(Address)

VMP -6(FL) (00051.02 LT188 1- 5313 Page 15 of 16 Form 3010 1/01

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 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.

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.

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.

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 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

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 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

(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 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 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 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.

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.

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.

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.

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.

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 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.

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 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

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.

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

(O) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. Section 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 mortgage, grant and convey to Lender, the following described property located in the County [Type of Recording Jurisdiction] of ESCAMBIA [Name of Recording Jurisdiction]:

SEE ATTACHED EXHIBIT "A"

Parcel ID Number:
7061 KINZIE LANE
WALNUT HILL
("Property Address"):

which currently has the address of [Street]
[City], Florida 32568 [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."

BK: 6373 PG: 607

Lender's address is 220 EAST NINE MILE ROAD
PENSACOLA, FL 32534
Lender is the mortgagee under this Security Instrument.
(D) "**Note**" means the promissory note signed by Borrower and dated AUGUST 28, 2008 .
The Note states that Borrower owes Lender
EIGHTY FOUR THOUSAND AND 00/100 Dollars
(U.S. $ 84,000.00) 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, 2020 .
(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	☐ Planned Unit Development Rider	☐ 1-4 Family Rider
☐ VA Rider	☐ Biweekly Payment Rider	☐ Other(s) [specify]

(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.

Recorded in Public Records 09/05/2008 at 02:32 PM OR Book 6373 Page 606, Instrument #2008067379, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $146.00 MTG Stamps $294.00

RETURN TO: OLD TOWN TITLE OF PENSACOLA
202 W. Jackson St., Pensacola, Fl. 32501
08-07-0140

Return To:
GULF WINDS FEDERAL CREDIT UNION
220 EAST NINE MILE ROAD
PENSACOLA, FL 32534

This document was prepared by:

GULF WINDS FEDERAL CREDIT UNION

[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 28, 2008, together with all Riders to this document.
(B) **"Borrower"** is
MARK E PITTS AND SHERRY ANN PITTS,
HUSBAND AND WIFE,

Borrower is the mortgagor under this Security Instrument.
(C) **"Lender"** is GULF WINDS FEDERAL CREDIT UNION

Lender is a FEDERAL CREDIT UNION
organized and existing under the laws of THE STATE OF FLORIDA

BK: 6373 PG: 605 Last Page

TSS Master Form

SUBJECT TO TAXES FOR THE YEAR 2008 AND SUBSEQUENT YEARS, RESTRICTIONS, RESERVATIONS, COVENANTS AND EASEMENTS OF RECORD, IF ANY.

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

Signed, sealed and delivered in the presence of:

Witness Signature Ernest J. Coleman	L.S. Fred C. Ward
Printed Name: ERNEST J. COLEMAN	Name: **FRED C. WARD**
Witness Signature Carolyn J. Coleman	Address: P.O. Box 58 Flomaton Al. 36441
Printed Name: Carolyn J. Coleman	

STATE OF ~~FLORIDA~~ ALABAMA

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 21 day of August, 2008, by FRED C. WARD, who is personally known to me or who has produced driver license as identification.

Signature of Notary Tawana M. McGhee

Printed Name: Tawana M. McGhee

My commission expires: MY COMMISSION EXPIRES APRIL 8, 2009

Recorded in Public Records 09/05/2008 at 02:32 PM OR Book 6373 Page 604, Instrument #2008067378, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $0.70

TSS Master Form

PREPARED BY & RETURN TO: Name: Julie Messer, an employee of Old Town Title of Pensacola, LLC Address: 202 West Jackson Street Pensacola, FL 32501 File No. 08-07-0140 Parcel No.: 123N33-3201-001-001	
SPACE ABOVE THIS LINE FOR PROCESSING DATA	*SPACE ABOVE THIS LINE FOR RECORDING DATA*

This **QUITCLAIM DEED**, made the 24th day of August, 2008, by **FRED C. WARD**, hereinafter called the Grantor, to **MARK EDWARD PITTS AND SHERRY ANN PITTS, HUSBAND AND WIFE**, whose post office address is **7061 Kinzie Lane, Walnut Hill, FL 32568**, hereinafter called the Grantee:

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, does hereby remise, release, convey and quitclaim unto the Grantee all the right, title, interest, claim and demand which the Grantor has in and to that certain land situate in County of Escambia, State of Florida, viz:

Beginning at a point which is 258 feet East of the Southwest corner of Northwest Quarter of Southwest Quarter of Section 12, Township 3 North, Range 33 West, Escambia County, Florida; thence run East 209 feet; thence run North 209 feet; thence run West 209 feet; thence run South 209 feet to the Point of Beginning.

Grant of Easement:

The South 15 feet of the following;

Five acres in a square in the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 12, Township 3 North, Range 33 West, less and except the following:

Beginning at a point which is 258 feet East of the Southwest corner of Northwest Quarter of Southwest Quarter of Section 12, Township 3 North, Range 33 West, Escambia County, Florida; thence run East 209 feet; thence run North 209 feet; thence run West 209 feet; thence run South 209 feet to the Point of Beginning.

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

THE ABOVE-DESCRIBED PROPERTY IS NOT THE CONSTITUTIONAL HOMESTEAD OF THE GRANTOR, NOR IS IT CONTIGUOUS TO SUCH.

Recorded in Public Records 09/05/2008 at 02:32 PM OR Book 6373 Page 603, Instrument #2008067377, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $10.00 Deed Stamps $0.70

PREPARED BY & RETURN TO:

Name: Julie Messer, an employee of
Old Town Title of Pensacola, LLC
Address: 202 West Jackson Street
Pensacola, FL 32501

File No. 08-07-0140

Parcel No.: 123N33-3201-001-001

SPACE ABOVE THIS LINE FOR PROCESSING DATA | *SPACE ABOVE THIS LINE FOR RECORDING DATA*

This **CORRECTIVE QUITCLAIM DEED**, made the **28th** day of **August, 2008**, by SHERRY ANN PITTS A/K/A SHERRY A. PITTS, JOINED BY HER HUSBAND MARK EDWARD PITTS, WIFE AND HUSBAND , hereinafter called the Grantor, to **MARK EDWARD PITTS and SHERRY ANN PITTS, HUSBAND AND WIFE**, whose post office address is **7061 Kinzie Lane, Walnut Hill, FL 32568**, hereinafter called the Grantee:

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, does hereby remise, release, convey and quitclaim unto the Grantee all the right, title, interest, claim and demand which the Grantor has in and to that certain land situate in County of Escambia, State of Florida, viz:

Beginning at a point which is 258 feet East of the Southwest corner of Northwest Quarter of Southwest Quarter of Section 12, Township 3 North, Range 33 West, Escambia County, Florida; thence run East 209 feet; thence run North 209 feet; thence run West 209 feet; thence run South 209 feet to the Point of Beginning.
Grant of Easement:
The South 15 feet of the following;
Five acres in a square in the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 12, Township 3 North, Range 33 West, less and except the following:
Beginning at a point which is 258 feet East of the Southwest corner of Northwest Quarter of Southwest Quarter of Section 12, Township 3 North, Range 33 West, Escambia County, Florida; thence run East 209 feet; thence run North 209 feet; thence run West 209 feet; thence run South 209 feet to the Point of Beginning.

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

SUBJECT TO TAXES FOR THE YEAR 2008 AND SUBSEQUENT YEARS, RESTRICTIONS, RESERVATIONS, COVENANTS AND EASEMENTS OF RECORD, IF ANY.

THIS DEED IS GIVEN TO CORRECT THE LEGAL DESCRIPTION IN THAT CERTAIN QUITCLAIM DEED RECORDED OCTOBER 6, 2006, IN O.R. BOOK 6009, PAGE 798, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

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

Signed, sealed and delivered in the presence of:

Witness Signature
Printed Name: Julie A Messer

Witness Signature
Printed Name: Kathy A Wilson

Name: SHERRY ANN PITTS L.S.

MARK EDWARD PITTS L.S.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of August, 2008, by SHERRY ANN PITTS A/K/A SHERRY A. PITTS, JOINED BY HER HUSBAND MARD EDWARD PITTS, who is personally known to me or who has produced driver license as identification.

Signature of Notary
Printed Name:
My commission expires:

Julie A. Messer
Notary Public - State of Florida
My Commission No. DD 757011
My Commission Expires March 21, 2012

BK: 8567 PG: 52 Last Page

Name: Sherry Ann Pitts FL DL P320-781-70-673-0
ex 5/13/27

Name: Mark Edward Pitts FLDL P320-545-72-213-0
ex 6/13/2026

WITNESS the following signature and seal.

By: _____(SEAL)
Tony Brunson

STATE OF FLORIDA

City of Pensacola, Florida to wit:

The foregoing Instrument was acknowledged before me in the jurisdiction aforesaid this ___1st__day of July 2021, by Tony Brunson.

Provided VA Drivers Lic
T61844717
ex 2/16/27

Notary Public

Registration No HH013367

My Commission Expires: 6/22/2024

AMANDA TRINIDAD
Notary Public - State of Florida
Commission # HH 013367
My Comm. Expires Jun 22, 2024

Recorded in Public Records 7/2/2021 9:53 AM OR Book 8567 Page 51, Instrument #2021073358, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording $18.50 Deed Stamps $70.00

Prepared By and Return to:

TONY BRUNSON

1725 NORVIEW AVE, NORFOLK, VA 23518

THIS QUITCLAIM DEED, made this 1st day of July 2021, by and between Sherry Ann Pitts and Mark Edward Pitts, husband and wife, party of the first part, Grantor; Tony Brunson, party of the second part, Grantee, whose address is 1725 Norview Avenue, Norfolk, VA 23518;

----------WITNESSETH----------

That for which is hereby acknowledged, the Grantor for and in consideration of of the sum of $10.00 and other valuable consideration, whereof is hereby acknowledged, does hereby remise, release, convey and quitclaim into the Grantee all the rights, interest, claim and demand which the Grantor has in and to that certain land situate in County of Escambia, State of Florida, viz:

Beginning at a point which is 258 feet East of the Southwest corner of Northwest Quarter of Southwest quarter of Section 12, Township 3 North, Range 33 West, Escambia County, Florida; thence run East 209 feet; thence run North 209 feet; thence run West 209 feet; thence run South 209 feet to the point of Beginning.

Grant of Easement:

The South 15 feet of the following:

Five acres in a square in the Southwest corner of the Northwest Quarter of the Southwest Quarter of Section 12, Township 3 North, Range 33 West, less and except the following:

Beginning at a point which is 258 feet East of the Southwest corner of Northwest Quarter of the Southwest Quarter of Section 12, Township 3 North, Range 33 West, Escambia County, Florida; thence run East 209 feet; thence run North 209 feet; thence run West 209 feet; thence run South 209 feet to the Point of Beginning.

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or in anywise pertaining.

SUBJECT TO TAXES FOR THE YEAR 2021 AND SUBSEQUENT YEARS, RESTRICTIONS, RESERVATIONS, CONVENANTS AND EASEMENTS OF RECORD, IF ANY.

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

Signed, sealed and delivered in the presence of:

PROPERTY INFORMATION REPORT

January 28, 2022
Tax Account #:12-3444-110

LEGAL DESCRIPTION
EXHIBIT "A"

BEG 258 FT E OF SW COR OF NW 1/4 OF SW 1/4 E 209 FT N 209 FT W 209 FT S 209 FT TO POB OR 6009 P 798 OR 6373 P 603/604

SECTION 12, TOWNSHIP 3 N, RANGE 33 W

TAX ACCOUNT NUMBER 12-3444-110(0422-34)

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: **APR 4, 2022**

TAX ACCOUNT #: **12-3444-110**

CERTIFICATE #: **2019-7410**

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 _2020_ tax year.**

MARK E PITTS, SHERRY ANN PITTS
AND TONY BRUNSON
7061 KINZIE LN
WALNUT HILL, FL 32568

GULF WINDS FEDERAL CREDIT UNION
220 EAST NINE MILE ROAD
PENSACOLA, FL 32534

EMERALD COAST UTILITIES AUTHORITY
9255 STURDEVANT STREET
PENSACOLA, FL 32514-0311

TONY BRUNSON
1725 NORVIEW AVENUE
NORFOLK, VA 23518

ANTHONY GLENN BRUNSON
781 CHAVERS LN
CENTURY, FL 32535

CLERK OF THE CIRCUIT COURT
CIRCUIT CRIMINAL DIVISION
PO BOX 333
PENSACOLA, FL 32591-0333

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

January 28, 2022
Tax Account #: **12-3444-110**

1. The Grantee(s) of the last deed(s) of record is/are: **TONY BRUNSON**

   By Virtue of Quitclaim Deed recorded 7/2/2021 in OR 8567/51

2. The land covered by this Report is: **See Attached Exhibit "A"**
   ABSTRACTOR'S NOTE: PROPERTY HAS A PRIVATE ACCESS EASEMENT OF RECORD AND NO COUNTY ROAD RIGHT OF WAY WAS FOUND.

3. The following unsatisfied mortgages, liens, and judgments affecting the land covered by this Report appear of record:

   a. Mortgage in favor of Gulf Winds Federal Credit Union recorded 9/5/2008 OR 6373/606
   b. Lien in favor of Emerald Coast Utilities Authority recorded 8/30/2012 OR 6901/1026
   c. Judgment in favor of State of Fl/Escambia County recorded 10/18/2006 OR 6014/1112
   d. Judgment in favor of State of Fl/Escambia County recorded 6/29/2006 OR 5938/1969

4. Taxes:

   Taxes for the year(s) NONE are delinquent.
   Tax Account #: 12-3444-110
   Assessed Value: $106,439.00
   Exemptions: HOMESTEAD

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

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

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

perdido
title & abstract, inc.

PROPERTY INFORMATION REPORT

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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: **12-3444-110** CERTIFICATE #: **2019-7410**

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: **January 9, 2002 to and including January 9, 2022** Abstractor: **Pam Alvarez**

BY

Michael A. Campbell,
As President
Dated: January 28, 2022