



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

0323-47

Part 1: Tax Deed Application Information			
Applicant Name Applicant Address	TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER PO BOX 54347 NEW ORLEANS, LA 70154	Application date	Jul 14, 2022
Property description	NIMS JAMES D & NIMS AMBER 1591 REBECCA ST PENSACOLA, FL 32534 1591 REBECCA ST 02-0089-020 S 165 FT OF W 125 FT OF S 1/2 OF SE 1/4 OF NE 1/4 OF NW 1/4 OR 5526 P 231 OR 7131 P 1616 OR 7131 P 1 (Full legal attached.)	Certificate #	2020 / 513
		Date certificate issued	06/01/2020

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)
# 2020/513	06/01/2020	1,481.43	74.07	1,555.50
→Part 2: Total*				1,555.50

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)
# 2022/452	06/01/2022	1,551.65	6.25	77.58	1,635.48
Part 3: Total*					1,635.48

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)	3,190.98
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
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)	3,565.98

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.

Escambia, Florida

Sign here: _____ Date July 27th, 2022

Signature, Tax Collector or Designee

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

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. 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.	65,442.50
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>03/06/2023</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS *LCJS*

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.

S 165 FT OF W 125 FT OF S 1/2 OF SE 1/4 OF NE 1/4 OF NW 1/4 OR 5526 P 231 OR 7131 P 1616 OR 7131 P 1618 PART OF LT 13 BLK 3 PLAT DB 89 PG 369

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2200510

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,
TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER
PO BOX 54347
NEW ORLEANS, LA 70154,

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
02-0089-020	2020/513	06-01-2020	S 165 FT OF W 125 FT OF S 1/2 OF SE 1/4 OF NE 1/4 OF NW 1/4 OR 5526 P 231 OR 7131 P 1616 OR 7131 P 1618 PART OF LT 13 BLK 3 PLAT DB 89 PG 369

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
TLGFY, LLC CAPITAL ONE, N.A., AS COLLATER
PO BOX 54347
NEW ORLEANS, LA 70154

07-14-2022
Application Date

Applicant's signature



Chris Jones Escambia County Property Appraiser

[Real Estate Search](#)

[Tangible Property Search](#)

[Sale List](#)

◀ Nav. Mode ● Account ○ Parcel ID ▶

[Printer Friendly Version](#)

General Information Parcel ID: 101S301101132003 Account: 020089020 Owners: NIMS JAMES D & NIMS AMBER Mail: 1591 REBECCA ST PENSACOLA, FL 32534 Situs: 1591 REBECCA ST 32534 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 <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2021</td> <td>\$20,093</td> <td>\$164,856</td> <td>\$184,949</td> <td>\$130,885</td> </tr> <tr> <td>2020</td> <td>\$20,093</td> <td>\$146,040</td> <td>\$166,133</td> <td>\$129,078</td> </tr> <tr> <td>2019</td> <td>\$20,093</td> <td>\$137,835</td> <td>\$157,928</td> <td>\$126,176</td> </tr> </tbody> </table> <hr/> <p style="text-align: center;">Disclaimer</p> <hr/> <p style="text-align: center;">Market Value Breakdown Letter</p> <hr/> <p style="text-align: center;">Tax Estimator</p> <hr/> <p style="text-align: center;">File for New Homestead Exemption Online</p>	Year	Land	Imprv	Total	Cap Val	2021	\$20,093	\$164,856	\$184,949	\$130,885	2020	\$20,093	\$146,040	\$166,133	\$129,078	2019	\$20,093	\$137,835	\$157,928	\$126,176
Year	Land	Imprv	Total	Cap Val																	
2021	\$20,093	\$164,856	\$184,949	\$130,885																	
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Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>01/20/2014</td> <td>7131</td> <td>1618</td> <td>\$100</td> <td>QC</td> <td></td> </tr> <tr> <td>01/20/2014</td> <td>7131</td> <td>1616</td> <td>\$100</td> <td>QC</td> <td></td> </tr> <tr> <td>02/2004</td> <td>5526</td> <td>231</td> <td>\$500</td> <td>QC</td> <td></td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller	Sale Date	Book	Page	Value	Type	Official Records (New Window)	01/20/2014	7131	1618	\$100	QC		01/20/2014	7131	1616	\$100	QC		02/2004	5526	231	\$500	QC		2021 Certified Roll Exemptions HOMESTEAD EXEMPTION <hr/> Legal Description S 165 FT OF W 125 FT OF S 1/2 OF SE 1/4 OF NE 1/4 OF NW 1/4 OR 5526 P 231 OR 7131 P 1616 OR 7131 P 1618 PART OF LT 13... <hr/> Extra Features None
Sale Date	Book	Page	Value	Type	Official Records (New Window)																				
01/20/2014	7131	1618	\$100	QC																					
01/20/2014	7131	1616	\$100	QC																					
02/2004	5526	231	\$500	QC																					

Parcel Information
[Launch Interactive Map](#)

Section Map Id:
10-1S-30-1

Approx. Acreage:
0.4764

Zoned:
MDR

Evacuation & Flood Information
[Open Report](#)

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

Buildings
Address: 1591 REBECCA ST, Year Built: 2006, Effective Year: 2006, PA Building ID#: 47072

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **TLGFY LLC CAPTIAL ONE NA, AS COLLATER** holder of **Tax Certificate No. 00513**, issued the **1st day of June, A.D., 2020** 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:

S 165 FT OF W 125 FT OF S 1/2 OF SE 1/4 OF NE 1/4 OF NW 1/4 OR 5526 P 231 OR 7131 P 1616 OR 7131 P 1618 PART OF LT 13 BLK 3 PLAT DB 89 PG 369

SECTION 10, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 020089020 (0323-47)

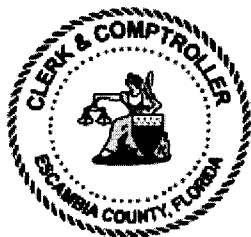
The assessment of the said property under the said certificate issued was in the name of

JAMES D NIMS and AMBER NIMS

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Monday in the month of March, which is the **6th day of March 2023**.

Dated this 10th day of August 2022.

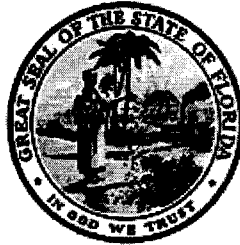
In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding 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

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: 020089020 Certificate Number: 000513 of 2020**

Payor: AMBER NIMS 1591 REBECCA ST PENSACOLA, FL 32534 Date 10/31/2022

Clerk's Check # 1
Tax Collector Check # 1

Clerk's Total \$510.72
Tax Collector's Total \$4,000.15
Postage \$60.00
Researcher Copies \$0.00
Recording \$10.00
Prep Fee \$7.00
Total Received ~~\$4,587.87~~

reduced 3906.22

**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>

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 8839, Page 303, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 00513, issued the 1st day of June, A.D., 2020

TAX ACCOUNT NUMBER: **020089020 (0323-47)**

DESCRIPTION OF PROPERTY:

**S 165 FT OF W 125 FT OF S 1/2 OF SE 1/4 OF NE 1/4 OF NW 1/4 OR 5526 P 231 OR 7131 P 1616 OR
7131 P 1618 PART OF LT 13 BLK 3 PLAT DB 89 PG 369**

SECTION 10, TOWNSHIP 1 S, RANGE 30 W

NAME IN WHICH ASSESSED: JAMES D NIMS and AMBER NIMS

Dated this 31st day of October 2022.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk



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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 02-0089-020 CERTIFICATE #: 2020-0513

THIS REPORT IS NOT TITLE INSURANCE. THE LIABILITY FOR ERRORS OR OMISSIONS IN THIS REPORT IS LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of record of the land described herein together with current and delinquent ad valorem tax information and a listing and copies of all open or unsatisfied leases, mortgages, judgments and encumbrances recorded in the Official Record Books of Escambia County, Florida that appear to encumber the title to said land as listed on page 2 herein. It is the responsibility of the party named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately.

This Report is subject to: Current year taxes; taxes and assessments due now or in subsequent years; oil, gas, and mineral or any subsurface rights of any kind or nature; easements, restrictions and covenants of record; encroachments, overlaps, boundary line disputes, and any other matters that would be disclosed by an accurate survey and inspection of the premises.

This Report does not insure or guarantee the validity or sufficiency of any document attached, nor is it to be considered a title insurance policy, an opinion of title, a guarantee of title, or as any other form of guarantee or warranty of title.

Use of the term "Report" herein refers to the Property Information Report and the documents attached hereto.

Period Searched: December 16, 2002 to and including December 16, 2022 Abstractor: Pam Alvarez

BY

Michael A. Campbell,
As President
Dated: December 24, 2022

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

December 24, 2022

Tax Account #: **02-0089-020**

1. The Grantee(s) of the last deed(s) of record is/are: **JAMES DUSTIN NIMS AND AMBER NIMS**
By Virtue of Quit Claim Deed recorded 2/6/2014 in OR 7131/1618

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 Small Business Administration recorded 3/15/2005 OR 5594/266 together with Modification recorded 9/21/2005 OR 5734/1275 and Modification recorded 10/4/2006 OR 6005/487**
 - b. **Certificate of Delinquency recorded 3/16/2012 OR 6832/1880**

4. Taxes:

Taxes for the year(s) NONE are delinquent.
Tax Account #: 02-0089-020
Assessed Value: \$134,811.00
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

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: _____ **MAR 6, 2023**

TAX ACCOUNT #: _____ **02-0089-020**

CERTIFICATE #: _____ **2020-0513**

In compliance with Section 197.522, Florida Statutes, the following is a list of names and addresses of those persons, firms, and/or agencies having legal interest in or claim against the above-described property. The above-referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Homestead for <u>2022</u> tax year.

**JAMES D NIMS AKA JAMES DUSTIN NIMS
AND AMBER NIMS
1591 REBECCA ST
PENSACOLA, FL 32534**

**JAMES D NIMS AKA JAMES DUSTIN NIMS
9211 COVE AVENUE
PENSACOLA, FL 32534**

**SMALL BUSINESS ADMINISTRATION
801 TOM MARTIN DRIVE SUITE 120
BIRMINGHAM, ALABAMA 35211**

**CLERK OF CIRCUIT COURT
DIVISION ENFORCEMENT
1800 WEST ST MARY'S ST
PENSACOLA, FL 32501**

**DOR CHILD SUPPORT DOMESTIC RELATIONS
3670B NORTH "L" STREET
PENSACOLA, FL 32505**

Certified and delivered to Escambia County Tax Collector, this 24th day of December, 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

December 24, 2022

Tax Account #:02-0089-020

**LEGAL DESCRIPTION
EXHIBIT "A"**

**S 165 FT OF W 125 FT OF S 1/2 OF SE 1/4 OF NE 1/4 OF NW 1/4 OR 5526 P 231 OR 7131 P 1616 OR
7131 P 1618 PART OF LT 13 BLK 3 PLAT DB 89 PG 369**

SECTION 10, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 02-0089-020(0323-47)

**ABTRACTOR'S NOTE: WE CAN NOT CERTIFY LEGAL AS WRITTEN ON TAX ROLL
WITHOUT A CURRENT SURVEY.**

Prepared By:
Stephen R. Moorhead, Esquire
McDonald Fleming Moorhead
25 West Government Street
Pensacola, FL 32502

QUIT CLAIM DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

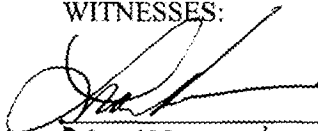
KNOW ALL MEN BY THESE PRESENTS, that JAMES DUSTIN NIMS and AMBER NIMS, husband and wife, whose mailing address is 1591 Rebecca Street, Pensacola, FL 32534, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does remise, release and quit claim unto JAMES DUSTIN NIMS and AMBER NIMS, husband and wife, whose mailing address is 1591 Rebecca Street, Pensacola, FL 32534, their heirs, administrators, successors and assigns, forever, the following described real property in the County of Escambia, State of Florida, to-wit:

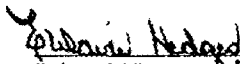
The South 165 feet of the West 125 feet of the South Half of the Southeast Quarter of the Northeast Quarter of the Northwest Quarter, being Lot 13, Block 3 (Plat Deed Book 89, at Page 369 of the public records of Escambia County, Florida) in Section 10, Township 1 South, Range 30 West, containing 5 acres more or less.

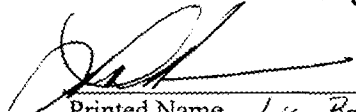
Together with all and singular the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, free from all exceptions and right of homestead.

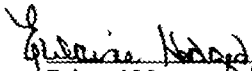
IN WITNESS WHEREOF, the undersigned executed this instrument on this ~~January~~ 20 day of ~~December, 2013~~ 2014

WITNESSES:


Printed Name Lisa Brennan


Printed Name Elaine Hedges


Printed Name Lisa Brennan


Printed Name Elaine Hedges


JAMES DUSTIN NIMS

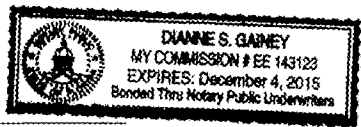

AMBER NIMS

STATE OF FLORIDA
COUNTY OF ESCAMBIA

~~2013~~ ²⁰¹⁴ The foregoing instrument was acknowledged before me this 20 day of ~~December~~ ^{January},
by James Dustin Nims and Amber Nims, husband and wife.

Dianne S. Gainey
NOTARY PUBLIC
Print Name: Dianne S. Gainey

Personally Known
OR
 Produced Identification
Type of Identification Produced _____



Recorded in Public Records 03/15/2005 at 02:39 PM, OR Book 5594 Page 266,
Instrument #2005346228, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00 MTG Stamps \$144.90

MAIL ANY NOTICE OF DEFAULT TO:
U.S. SMALL BUSINESS ADMINISTRATION
801 Tom Martin Drive, Suite 120
Birmingham, Alabama, 35211

THIS INSTRUMENT PREPARED BY AND MAIL TO:
Terry J. Miller, Attorney/Advisor
U.S. SMALL BUSINESS ADMINISTRATION
One Baltimore Place, Suite 300
Atlanta, Georgia 30308
(404)347-3771

NIMS, James D.
3627-02377 Loan No. DLH 81388640-05

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE (Direct)

This mortgage made and entered into this 24th day of November 2004, by and between James D. Nims, who acquired title as James Dustin Nims, a single person, 9211 Cove Avenue, Pensacola, Florida 32534 (hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at 801 Tom Martin Drive, Suite 120, Birmingham, Alabama, 35211

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Escambia, State of Florida:

Described in Exhibit "A" attached hereto and made a part hereof.

It is hereby agreed between the parties hereto, that if the mortgagor, subsequent to the date of this mortgage, conveys, contracts, or attempts to sell the above described mortgaged property in any way or manner whatsoever, while said property is mortgaged to the mortgagee, and without the written consent of the mortgagee, then and in such event the whole sum of principal and interest of the debt secured by this mortgage shall, at the option of the mortgagee, become immediately due and payable, and this mortgage may be foreclosed at once if said debt is not paid in full.

"This transaction is exempt from the Florida Intangible Tax since a governmental agency is holder of the indebtedness".

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated November 24, 2004 in the principal sum of \$41,400.00 and maturing on November 24, 2034.

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said premises. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner

BK: 5594 PG: 268

NIMS, James D.
3627-02377 / DLH 81388640-05

of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinabove provided, the mortgagor or any person in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the *deficiency without regard to appraisal*.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

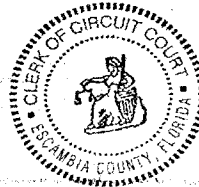
- 8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.
- 9. In compliance with section 101.106 of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.106], this instrument is to be construed and enforced in accordance with applicable Federal law.
- 10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.
- 11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 9211 Cove Avenue, Pensacola, Florida 32534 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 801 Tom Martin Drive, Suite 120 Birmingham, Alabama, 35211.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

STATE OF FLORIDA)
)ss
COUNTY OF Escambia)

James D. Nims
James D. Nims

The foregoing instrument was acknowledged before me this 15th day of May, 2021 by James D. Nims who produced a Power of Attorney Ernie Lee Magaña Clerk of the Circuit Court identification.
Dr. [Signature]
Notary Public, State of Florida at Large
My Commission Expires: _____



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Name: NIMS, James D.Control No. / Loan No: 3627-02377 / DLH 81388640-05

EXHIBIT "A"

The South 165 feet of the west 125 feet of the South half of the Southeast Quarter of the Northeast Quarter of the Northwest Quarter, being Lot 13 Block 3 (Plat deed Book 89 at Page 369 of the public records of Escambia County, Florida) in Section 10, Township 1 South, Range 30 West, containing 5 acres, more or less, less one-half of 30 foot right of way. |

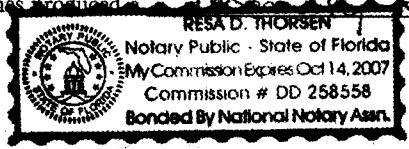
More commonly known as: 1590 Rebecca Street, Pensacola, Florida 32534

BK: 5734 PG: 1276

STATE OF FLORIDA)
)ss
COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me this 2nd day of September,
2007 by James D. Nims who has produced a Driver's License as identification.

RESA D. THORSEN
Notary Public, State of Florida at Large



My Commission Expires: 10-14-07

The foregoing instrument was acknowledged before me this _____ day of _____,
20____ by _____ who has produced a _____ as identification.

Notary Public, State of Florida at Large
My Commission Expires: _____

THIS INSTRUMENT PREPARED BY AND MAIL TO:

Terry J. Miller, Attorney
Small Business Administration
Disaster Assistance, Area 2
One Baltimore Place, Suite 300
Atlanta, Georgia 30308

Control Number: 3627-02377

(Rev. 09/98)

BK: 5734 PG: 1277 Last Page

Name: NIMS, James D.Control No. / Loan No: 3627-02377 / DLH 81388640-05

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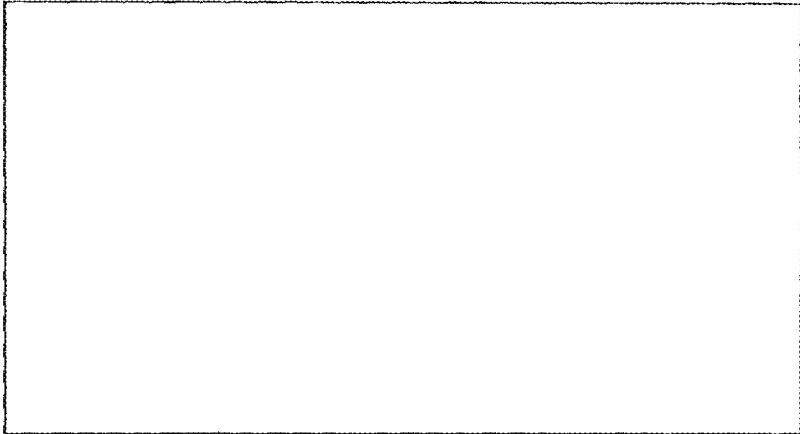
More commonly known as: 1590 Rebecca Street, Pensacola, Florida 32534

Recorded in Public Records 10/04/2006 at 04:21 PM OR Book 6005 Page 487, Instrument #2006100813, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$27.00 MTG Stamps \$105.35

SBA LOAN NUMBER: DLH 78727540-07

CONTROL NUMBER: 3620-00227

**SECOND
MODIFICATION
OF
MORTGAGE**



STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

For the purpose of conforming the same to the intention of the parties, and in consideration of the premises hereinafter set forth, it is agreed between the parties that the **MORTGAGE AND MODIFICATION OF MORTGAGE** made by James D. Nims, who acquired title as James Dustin Nims, a single person to the Administrator of the Small Business Administration, an agency of the Government of the United States of America, 801 Tom Martin Drive, Suite 120, Birmingham, Alabama 35211 on March 15, 2005, and recorded in Book No. 5594, Pages 266-270 Instrument Number 2005346228, and on September 21, 2005, recorded in Book No. 5734, Pages 1275-1277 Instrument Number 2005422783, of the Escambia County, State of Florida Records, shall be amended as described and modified in the following particulars:

The principal sum of the Promissory Note said MORTGAGE secures has been increased from \$83,300.00 to \$113,400.00, pursuant to a Modification of Promissory Note dated September 23, 2006.

Except as hereinabove set forth, all other terms and conditions of said instrument shall remain in full force and effect.

The Property securing said MORTGAGE is described as follows:

SEE EXHIBIT "A" ATTACHED

BK: 6005 PG: 488

IN WITNESS WHEREOF, the Mortgagor has executed this MODIFICATION OF MORTGAGE this 3rd day of October, 2006.

WITNESS Haylene S. Pausan

WITNESS John A. Bergfeldt

STATE OF FLORIDA)
COUNTY OF Escambia)ss

James D. Nims
JAMES D. NIMS

The foregoing instrument was acknowledged before me this 03 day of Oct, 2006 by James D. Nims, who has produced a 71 102 N520-44482-1840 as identification

Carolyn E. Trawick
Notary Public, State of Florida



My Commission Expires: _____

James A. Pryor, Attorney
Small Business Administration
National Processing and Disbursement Center
14925 Kingsport Drive
Fort Worth, TX 76155-2243

Control Number: 3627-02377

BK: 6005 PG: 489 Last Page

Name: NIMS, James D.Control No. / Loan No: 3627-02377 / DLH 81388640-05

EXHIBIT "A"

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More commonly known as: 1590 Rebecca Street, Pensacola, Florida 32534