



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

0123-16

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 21, 2022
Property description	BYESS MICHAEL W BYESS RANDI 5903 KENDALL AVE PENSACOLA, FL 32506 5903 KENDALL AVE 07-3487-000 LT 12 BLK B RE S/D OF PORTION OF LT B GLENDALE PB 5 P 77 ALSO BEG AT NE COR OF LT 12 BLK B RE S/D OF (Full legal attached.)	Certificate #	2020 / 3942
		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)
# 2020/3942	06/01/2020	1,923.80	96.19	2,019.99
→ Part 2: Total*				2,019.99

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)
# 2021/3061	06/01/2021	1,998.68	6.25	99.93	2,104.86
Part 3: Total*					2,104.86

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)	4,124.85
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	2,038.93
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)	6,538.78

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:


Signature, Tax Collector or Designee

Escambia, Florida

Date May 6th, 2022

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.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>01/09/2023</u>	
Signature, Clerk of Court or Designee	

INSTRUCTIONS *76.25*

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.

LT 12 BLK B RE S/D OF PORTION OF LT B GLENDALE PB 5 P 77 ALSO BEG AT NE COR OF LT 12 BLK B RE S/D OF PORTION OF LT B GLENDALE S/D PB PB5 P 77 SLY ALG E LI OF SD LT 110 FT ELY AT RIGT ANG 20 FT NLY AT RT ANG 110 FT WLY ALG S LI OF KENDALL AVE 20 FT TO POB OR 7939 P 96

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2200217

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,
CITRUS CAPITAL HOLDINGS, LLC
CITRUS CAPITAL HOLDINGS FBO SEC PTY
PO BOX 54226
NEW ORLEANS, LA 70154-4226,

hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
07-3487-000	2020/3942	06-01-2020	LT 12 BLK B RE S/D OF PORTION OF LT B GLENDALE PB 5 P 77 ALSO BEG AT NE COR OF LT 12 BLK B RE S/D OF PORTION OF LT B GLENDALE S/D PB PB5 P 77 SLY ALG E LI OF SD LT 110 FT ELY AT RIGHT ANG 20 FT NLY AT RT ANG 110 FT WLY ALG S LI OF KENDALL AVE 20 FT TO POB OR 7939 P 96

I agree to:

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

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

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

04-21-2022
Application Date

Applicant's signature



Chris Jones Escambia County Property Appraiser

FL PA Home

[Real Estate Search](#)

[Tangible Property Search](#)

[Sale List](#)

← Nav. Mode Account Parcel ID →

[Printer Friendly Version](#)

General Information
Parcel ID: 3625302001012002
Account: 073487000
Owners: BYESS MICHAEL W
 BYESS RANDI
Mail: 5903 KENDALL AVE
 PENSACOLA, FL 32506
Situs: 5903 KENDALL AVE 32506
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

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/24/2018	7939	96	\$119,900	WD	
06/16/2008	6379	1659	\$62,000	WD	
04/21/2008	6328	859	\$100	CT	
07/2003	5207	1697	\$93,000	WD	
06/2000	4577	1852	\$83,000	WD	
10/1983	1821	87	\$100	WD	
01/1970	482	195	\$17,800	WD	

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

Assessments

Year	Land	Imprv	Total	Cap Val
2021	\$14,000	\$119,907	\$133,907	\$133,907
2020	\$14,000	\$108,533	\$122,533	\$122,533
2019	\$14,000	\$102,526	\$116,526	\$116,526

[Disclaimer](#)

[Market Value Breakdown Letter](#)

[Tax Estimator](#)

[File for New Homestead Exemption Online](#)

2021 Certified Roll Exemptions
 None

Legal Description
 LT 12 BLK B RE S/D OF PORTION OF LT B GLENDALE PB 5
 P 77 ALSO BEG AT NE COR OF LT 12 BLK B RE S/D OF
 PORTION OF LT...

Extra Features
 METAL BUILDING
 POOL
 POOL SCREEN
 SCREEN PORCH

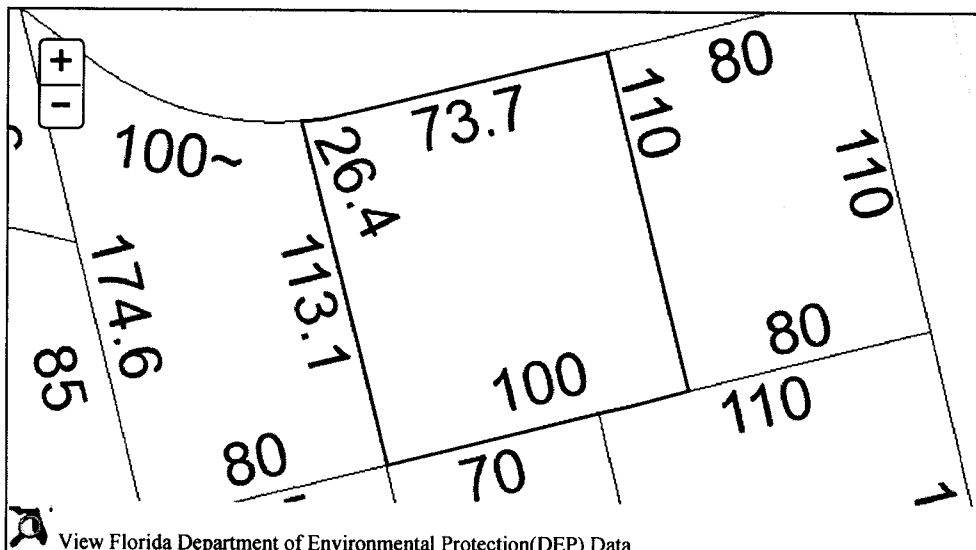
Parcel Information [Launch Interactive Map](#)

Section
Map Id:
 36-2S-30

Approx. Acreage:
 0.2579

Zoned:
 MDR

Evacuation & Flood Information
[Open Report](#)



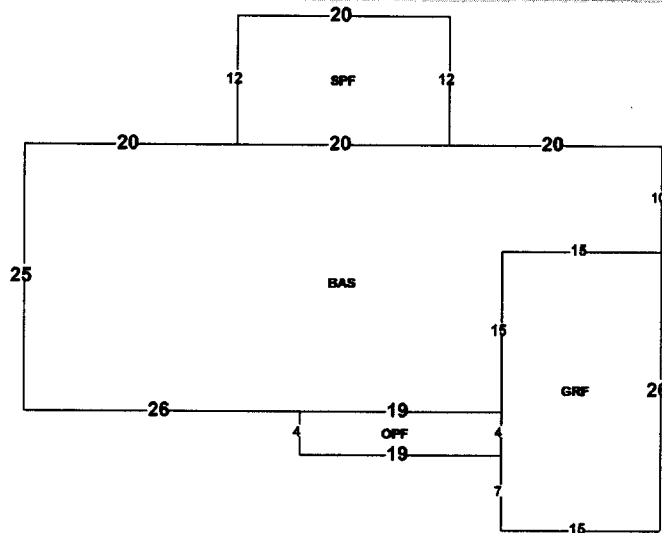
View Florida Department of Environmental Protection (DEP) Data

Buildings

Address: 5903 KENDALL AVE, Year Built: 1961, Effective Year: 1980, PA Building ID#: 85238

Structural Elements

- DECOR/MILLWORK-AVERAGE
- DWELLING UNITS-1
- EXTERIOR WALL-BRICK-COMMON
- FLOOR COVER-HARDWOOD/PARQET
- FOUNDATION-WOOD/SUB FLOOR
- HEAT/AIR-CENTRAL H/AC
- INTERIOR WALL-DRYWALL-PLASTER
- NO. PLUMBING FIXTURES-6
- NO. STORIES-1
- ROOF COVER-DIMEN/ARCH SHNG
- ROOF FRAMING-GABLE
- STORY HEIGHT-0
- STRUCTURAL FRAME-WOOD FRAME



Areas - 1981 Total SF

- BASE AREA - 1275
- GARAGE FIN - 390
- OPEN PORCH FIN - 76
- SCRN PORCH FIN - 240

Images



3/8/2019 12:00:00 AM

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.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **CITRUS CAPITAL HOLDINGS LLC** holder of **Tax Certificate No. 03942**, 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:

**LT 12 BLK B RE S/D OF PORTION OF LT B GLENDALE PB 5 P 77 ALSO BEG AT NE COR OF
LT 12 BLK B RE S/D OF PORTION OF LT B GLENDALE S/D PB PB5 P 77 SLY ALG E LI OF SD
LT 110 FT ELY AT RIGT ANG 20 FT NLY AT RT ANG 110 FT WLY ALG S LI OF KENDALL
AVE 20 FT TO POB OR 7939 P 96**

SECTION 36, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 073487000 (0123-16)

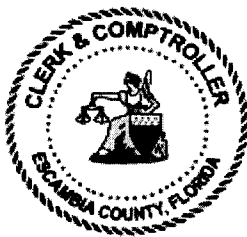
The assessment of the said property under the said certificate issued was in the name of

MICHAEL W BYESS and RANDI BYESS

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 **second Monday** in the month of **January**, which is the **9th day of January 2023**.

Dated this 20th day of May 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

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 8789, Page 1131, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 03942, issued the 1st day of June, A.D., 2020

TAX ACCOUNT NUMBER: 073487000 (0123-16)

DESCRIPTION OF PROPERTY:

LT 12 BLK B RE S/D OF PORTION OF LT B GLENDALE PB 5 P 77 ALSO BEG AT NE COR OF LT
12 BLK B RE S/D OF PORTION OF LT B GLENDALE S/D PB PB5 P 77 SLY ALG E LI OF SD LT 110
FT ELY AT RIGT ANG 20 FT NLY AT RT ANG 110 FT WLY ALG S LI OF KENDALL AVE 20 FT TO
POB OR 7939 P 96

SECTION 36, TOWNSHIP 2 S, RANGE 30 W

NAME IN WHICH ASSESSED: MICHAEL W BYESS and RANDI BYESS

Dated this 24th day of June 2022.



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: 073487000 Certificate Number: 003942 of 2020**

Payor: PAULA K JOHNSON 5806 MARGARETTA BLVD PENSACOLA, FL 32506 Date 6/24/2022

Clerk's Check #	6456862	Clerk's Total	\$517.56
Tax Collector Check #	1	Tax Collector's Total	\$7,427.77
		Postage	\$60.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$8,022.33
			\$6907.87

**PAM CHILDERS
Clerk of the Circuit Court**

Received By: 
Deputy Clerk

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

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



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

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

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

Case # 2020 TD 003942

Redeemed Date 6/24/2022

Name PAULA K JOHNSON 5806 MARGARETTA BLVD PENSACOLA, FL 32506

Clerk's Total = TAXDEED	\$517.56
Due Tax Collector = TAXDEED	\$7,427.77
Postage = TD2	\$60.00
ResearcherCopies = TD6	\$0.00
Release TDA Notice (Recording) = RECORD2	\$10.00
Release TDA Notice (Prep Fee) = TD4	\$7.00

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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FINANCIAL SUMMARY


No Information Available - See Dockets



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 073487000 Certificate Number: 003942 of 2020

Redemption	Yes <input type="checkbox"/>	Application Date	4/21/2022	Interest Rate	18%
		Final Redemption Payment	ESTIMATED	Redemption Overpayment	ACTUAL
		Auction Date	1/9/2023	Redemption Date	6/30/2022 
Months	9			2	
Tax Collector	\$6,538.78			\$6,538.78	
Tax Collector Interest	\$882.74			\$196.16	
Tax Collector Fee	\$6.25			\$6.25	
Total Tax Collector	\$7,427.77			\$6,741.19	— TC
Record TDA Notice	\$17.00			\$17.00	
Clerk Fee	\$119.00			\$119.00	
Sheriff Fee	\$120.00			\$120.00	
Legal Advertisement	\$200.00			\$200.00	
App. Fee Interest	\$61.56			\$13.68	
Total Clerk	\$517.56			\$469.68	— 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	\$8,022.33			\$7,227.87	
		Repayment Overpayment Refund Amount		\$794.46	



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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 07-3487-000 CERTIFICATE #: 2020-3942

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: Sept 26, 2002 to and including Sept 26, 2022 Abstractor: Pam Alvarez

BY

Michael A. Campbell,
As President
Dated: October 19, 2022

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

October 19, 2022

Tax Account #: **07-3487-000**

1. The Grantee(s) of the last deed(s) of record is/are: **MICHAEL W BYESS AND RANDI BYESS**
By Virtue of General Warranty Deed recorded 7/26/2018 in OR 7939/96

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 Paula K Johnson recorded 7/26/2018 OR 7939/98**

4. Taxes:

Taxes for the year(s) NONE are delinquent.
Tax Account #: 07-3487-000
Assessed Value: \$133,907.00
Exemptions: NONE

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

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

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

PROPERTY INFORMATION REPORT

October 19, 2022

Tax Account #:07-3487-000

**LEGAL DESCRIPTION
EXHIBIT "A"**

**LT 12 BLK B RE S/D OF PORTION OF LT B GLENDALE PB 5 P 77 ALSO BEG AT NE COR OF LT
12 BLK B RE S/D OF PORTION OF LT B GLENDALE S/D PB PB5 P 77 SLY ALG E LI OF SD LT
110 FT ELY AT RIGHT ANG 20 FT NLY AT RT ANG 110 FT WLY ALG S LI OF KENDALL AVE 20
FT TO POB OR 7939 P 96**

SECTION 36, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 07-3487-000(0123-16)

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

Prepared by:
Kay LaMontagne, an employee of
Anchor Title & Escrow, LLC
1331 Creighton Road, Ste. D
Pensacola, FL 32504
File Number:ATP0426

General Warranty Deed

Made this May 24, 2018 By Paula K. Johnson, a single woman, , whose address is, 5806 Margareta Blvd., Pensacola, FL 32506, hereinafter called the grantor, to Michael W. Byess and Randi Byess, husband and wife, whose address is 5903 Kendall Avenue., Pensacola, FL 32506, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

Lot 12, Block "B" of Resubdivision of a portion of Lot "B" of Glendale. according to Amended Plat of Glendale, a subdivision of a portion of Lot 2, Section 36, Township 2 South, Range 30 West, Escambia County, Florida, according to plat thereof recorded in Plat Book 5, Page 77, of the Public Records of said County.

Also conveyed is the 20 X 110 foot strip adjoining Lot 12, Block "B" on the East. This strip was dedicated as a drainage easement in the plat recorded in Plat Book 5, at Page 7, and is conveyed subject to that easement. The property conveyed is more specifically described as: Start at the Northeast corner of Lot 12, Block "B", Glendale Subdivision, thence Southerly along the East line of said Lot 110 feet; thence Easterly at right angles 20 feet; thence Northerly at right angles 110 feet; thence Westerly along South line of Kendall Avenue 20 feet to the Point of Beginning.

Parcel ID Number: 36-2S-30-2001-012-002,362

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

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and the said land is free of all encumbrances except taxes accruing subsequent to December 31, 2017.

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

Signed, sealed and delivered in our presence:

Rachael M. Andrews
Witness Printed Name: Rachael M. Andrews

Paula K. Johnson (Seal)
Paula K. Johnson

Kay Lamontagne
Witness Printed Name: Kay Lamontagne

_____(Seal)

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 24 day of May, 2018, by Paula K. Johnson, a single woman, who is/are personally known to me or who has produced driver license as identification.

Kay Lamontagne
Notary Public
Print Name: _____
My Commission Expires: _____



Recorded in Public Records 7/26/2018 8:09 AM OR Book 7939 Page 98,
Instrument #2018058652, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$78.00 MTG Stamps \$387.10 Int. Tax \$221.02

Prepared by & Return to:
Anchor Title & Escrow, LLC
1331 Creighton Road, Suite D
Pensacola, FL 32504

MORTGAGE AND SECURITY AGREEMENT

Borrower: Michael W. Byess and Randi Byess husband and wife
5903 Kendall Avenue,
Pensacola, FL 32506

Lender: Paula K. Johnson, a single woman
5806 Margaretta Blvd.
Pensacola, FL 32506

MORTGAGE THIS IS A BALLOON MORTGAGE AND THE FINAL PAYMENT OR THE BALANCE DUE UPON MATURITY IS \$104,759.74 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THE MORTGAGE

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

Known All Men By These Presents: That whereas Michael W. Byess and Randi Byess husband and wife (whether one or more, hereinafter called the "Borrower"), have become justly indebted to Paula K. Johnson, (together with its successors and assigns, hereinafter called "Lender"), in the sum of One Hundred Ten Thousand Five Hundred Ten Dollars (\$110,510.00) together with interest thereon, as evidenced by a promissory note or notes of even date herewith. (If the maturity date of the note or notes is 30 years or longer, indicate the latest maturity date here: N/A).

This conveyance is intended to be and is a real property Mortgage and a "Security Agreement" governed by the laws of the State of Florida concerning mortgages and the Uniform Commercial Code as adopted in Florida, and is intended to secure the payment of the following (the "Secured Indebtedness"):

A. The existing indebtedness represented by that certain promissory note of even date herewith for the sum of One Hundred Ten Thousand Five Hundred Ten DOLLARS (\$110,510.00) made by Borrower payable to the order of Lender (the "Note") with interest from date until paid at the rate therein specified, the said principal and interest payable in the manner and upon the terms, provisions and conditions set forth in the Note, together with any and all renewals, extensions, modifications, consolidations and extensions thereof;

B. Such future or additional advances as may be made by Lender at the option of Lender to the Borrower; provided that, notwithstanding the foregoing, the total of all amounts secured hereby shall not exceed at any one time the sum of 00.00 and NO/100 DOLLARS (\$00.00); and provided further, that all such advances, notes, claims, demands or liabilities and obligations secured hereby by incurred or arise or come into existence either on or prior to the date of this

BK: 7939 PG: 99

Mortgage, or on or before 30 years after the date of this Mortgage or within such lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable consideration. The Borrower hereby waives, on behalf of himself/herself and his/her successors and assigns, the right to file for record a notice limiting the maximum principal amount which may be secured by this Mortgage as provided for in Florida Statute 697.04(1)(b).

NOW, THEREFORE, in consideration of the premises, and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances) now or hereafter owed by any of the above-named Borrowers to Lender, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned (whether one or more, hereinafter called "Borrower") does hereby assign, grant, bargain, sell and convey unto Lender the following described real property situated in Escambia County, State of Florida, viz:

Lot 12, Block "B" of Resubdivision of a portion of Lot "B" of Glendale according to Amended Plat of Glendale, a subdivision of a portion of Lot 2, Section 36, Township 2 South, Range 30 West, Escambia County, Florida, according to plat thereof recorded in Plat Book 5, Page 77, of the Public Records of said County.

Also conveyed is the 20 X 110 foot strip adjoining Lot 12, Block "B" on the East. This strip was dedicated as a drainage easement in the plat recorded in Plat Book 5, at Page 7, and is conveyed subject to that easement. The property conveyed is more specifically described as: Start at the Northeast corner of Lot 12, Block "B", Glendale Subdivision, thence Southerly along the East line of said Lot 110 feet; thence Easterly at right angles 20 feet; thence Northerly at right angles 110 feet; thence Westerly along South line of Kendall Avenue 20 feet to the Point of Beginning.

together with all rents and other revenues thereof and all rights (including riparian rights), privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Borrower in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, smoke, fire, and intrusion detection devices, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property."

To Have And To Hold the same and every part thereof unto Lender, its successors and assigns forever.

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including future advances), Borrower hereby assigns and transfers to Lender, and grants to Lender a security interest in, all building materials, household appliances,

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equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Borrower, or any of them, located, whether permanently or temporarily, on the mortgaged property, and all building materials, household appliances, equipment, fixtures and fittings now owned or hereafter acquired by Borrower, or any of them, located or stored on any other real property, which are or shall be purchased by Borrower, or any of them, for the purpose, or with the intention of making improvements on the mortgaged property or to the premises located on said property. The personal property herein transferred includes without limitation, all lumber, bricks, building stones, building blocks, sand, cement, roofing materials, paint, doors, windows, storm doors, storm windows, nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building materials, equipment and appliances of every kind and character used or useful in connection with improvements to real property.

For the purpose of further securing the payment of said indebtedness Borrower warrants, covenants and agrees with Lender, its successors and assigns, as follows:

1. That they are lawfully seized in fee and possessed of the mortgaged property and have a good right to convey the same aforesaid, and they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

2. That they will pay when due all taxes, assessments, or other liens or mortgages taking priority over this mortgage, and should default be made in the payment of the same, or any part thereof, Lender may pay the same (but Lender is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. Should Borrower default in any of such obligations, Lender may perform Borrower's obligation (but Lender is not obligated to do so).

3. That they will keep the buildings on the mortgaged property continuously insured in such amounts, in such manner and with such companies as may be satisfactory to Lender against loss by fire (including so-called extended coverage), wind and such other hazards (including flood and water damage) as Lender may specify from time to time, with loss, if any, payable to Lender under a Lender's loss payable clause acceptable to Lender, and will deposit with Lender policies of such insurance or at Lender's election, certificates thereof, and will pay the premiums therefore as the same become due. Borrower shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Borrower or through an existing policy, Lender may, for reasonable cause, refuse to accept any policy of insurance obtained by Borrower. Borrower shall give immediate notice in writing to Lender of any loss or damage to the mortgaged property from any cause whatever. If Borrower fails to keep said property insured as above specified, Lender may insure said property (but Lender is not obligated to do so) for its insurable value against loss by fire, wind and other hazards for the benefit of Borrower and Lender or for the benefit of Lender alone, at Lender's election. The

proceeds of such insurance shall be paid by the insurer to Lender, which is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Borrower any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Said insurance proceeds, if collected, may be credited on the indebtedness secured by this mortgage, less cost of collection, or may be used in repairing or reconstructing the premises on the mortgaged property, at Lender's election. Any application of the insurance proceeds to repairing or reconstructing the premises on the mortgaged property shall not extend or postpone the due date of any installment payments of the indebtedness hereby secured or reduce the amount of such installments.

4. That commencing upon written request by Lender and continuing until the indebtedness secured hereby is paid in full, Borrower will pay to Lender concurrently with, and on the due dates of, payments on the indebtedness hereby secured a sum equal to the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus water rents, fire district charges, taxes and assessments next due on the mortgaged property (all as estimated by Lender), less any sums already paid to Lender therefore, divided by the number of months or other payment periods to elapse before one month or payment period prior to the date when such ground rents, premiums, water rents, fire district charges, taxes and assessments will become due, such sums to be held by Lender in trust, to pay said ground rents, premiums, water rents, fire district charges, taxes and assessments. All payments mentioned in the preceding sentence and the payments to be made on the indebtedness secured hereby shall be added together and the aggregate amount thereof shall be paid by Borrower each month or other payment periods in a single payment to be applied by Lender to the following items in the order set forth: (a) taxes, water rents, fire district charges, assessments, fire and other hazard insurance premiums; (b) interest on the indebtedness secured hereby; and (c) the balance, if any, shall be applied toward the payment of the principal sum hereby secured. Any deficiency in the amount of such aggregate monthly or other periodic payments shall constitute a default under this mortgage. Any excess funds accumulated under this paragraph after payment of the items herein mentioned shall be credited in calculating the monthly or other periodic payments of the same nature required hereunder in the subsequent year; but if the actual amount of any such item shall exceed the estimate therefore, Borrower shall without demand forthwith make good the deficiency. Failure by Borrower to do so before the due date of such item shall be a default hereunder. If the mortgaged property is sold under foreclosure or is otherwise acquired by Lender after default, any remaining balance of the accumulations under this paragraph shall be credited to the principal of the secured indebtedness as of the date of the foreclosure sale or as of the date the property is otherwise acquired.

5. That they will take good care of the mortgaged property and the personal property described above and will not commit or permit any waste thereon or thereof or the removal of any oil, gas or mineral therefrom, and that they will keep the same repaired and at all times will maintain the same in at least as good condition as it now is, reasonable wear and tear alone excepted. If Borrower fails to make repairs to the mortgaged property, Lender may make such repairs at Borrower's expense (but Lender is not obligated to do so). Lender, its agents and employees, may enter the mortgaged property and any improvements thereon at any reasonable time for the purpose of inspecting or repairing such improvements.

6. That all amounts expended by Lender for insurance or for the payment of taxes or assessments or to discharge liens on the mortgaged property or other obligations of Borrower or to make repairs to the mortgaged property or any improvements thereon shall become a debt due Lender, shall be payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above, or if no such rate of interest is specified in the note or if the rate specified would be unlawful, at the maximum rate allowed by law from the date of payment by Lender, and such debt and the interest thereon shall be secured by this mortgage. Upon failure of Borrower to reimburse Lender for all amounts so expended, at the election of Lender and with or without notice to any person, Lender may declare the entire indebtedness secured by this mortgage due and payable and may foreclose this Mortgage as hereinafter provided or as provided by law.

7. That no delay or failure of Lender to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Borrower, and that the procurement of insurance or payment of taxes or other liens or assessments or obligations by Lender shall not be taken or deemed as a waiver of the right to accelerate the maturity of the indebtedness hereby secured by reason of the failure of Borrower to procure such insurance or to pay such taxes, liens, assessments or obligations, it being agreed by Borrower that no terms or conditions contained in this Mortgage can be waived, altered or changed except by a writing signed by Lender.

8. That the Borrower who is obligated as the Borrower or as guarantor or endorser to pay the indebtedness hereby secured will well and truly pay and discharge such indebtedness as it shall become due and payable, including the Note, any renewals or extensions thereof, and any other notes or obligations of such Borrower to Lender, whether now or hereafter incurred.

9. In the event a suit shall be instituted to foreclose this Mortgage, Lender, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver for all and singular the mortgaged property and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to Lender, its successors or assigns, without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of the Borrower, Borrower's legal representatives, successors or assigns, and that such rents, profits, incomes, issues, and revenues shall be applied by such receiver to the payment of the Secured Indebtedness, costs and charges, according to the order of said court. The Borrower hereby specifically waives the right to object to the appointment of a receiver as described herein and hereby expressly consents that such appointment shall be made as an admitted equity and is Lender's absolute right, and that the appointment may be done without notice to the Borrower. Borrower further consents to the appointment of Lender or any officer or employee of Lender as receiver.

10. That they will not cause or allow possession of the mortgaged property to be in any other person or entity to the exclusion of Borrower and will not cause or allow all or any part

of the mortgaged property or any interest therein to be sold, assigned, transferred or conveyed by Borrower, or any of them, without Lender's prior written consent, excluding only (a) the creation of a lien or encumbrance expressly subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) (if the mortgaged property is the Borrower's residence) the grant of any leasehold interest of one year or less (including all mandatory or optional renewal periods) not containing an option to purchase. Lender may withhold its consent or may condition its consent to any such transfer of possession of, or an interest in, the mortgaged property upon the transferee's agreeing to pay a greater rate of interest on all or any part of the indebtedness secured by this mortgage, upon Lender's approval of the creditworthiness of the transferee, and upon the transferee's payment to Lender of a reasonable transfer or assumption fee. Upon breach by Borrower, or any of them, of the covenants herein contained, Lender may, at its election, accelerate maturity of the indebtedness hereby secured and proceed to foreclose this mortgage as hereinafter provided or as provided by law.

11. That, except as otherwise expressly disclosed to Lender in writing on the date of this mortgage, no Hazardous Substance (as defined below) has been released or disposed of on or under the mortgaged property by Borrower or, to the best of Borrower's knowledge, by any third party or any predecessor in interest or title to the mortgaged property; no underground storage tanks, whether in use or not in use, are located on or under any part of the mortgaged property; Borrower and the mortgaged property are and will remain in compliance with all applicable local, state and federal environmental laws and regulations; no notice has been received by Borrower from any governmental authority or any other person claiming violation of any environmental protection law or regulation or demanding payment, indemnity or contribution for any environmental damage or injury to natural resources, relating in any way to the mortgaged property, and Borrower will notify Lender promptly in writing if any such notice is hereafter received; and any Hazardous Substance used or produced in Borrower's business will be used, produced, stored and disposed of in strict compliance with all applicable environmental laws and regulations. Borrower will notify Lender immediately if any Hazardous Substance is released or discovered on or under the mortgaged property, and Borrower will take or cause to be taken such remedial action as may be necessary in order to remedy such released or discovered Hazardous Substance and to obtain certificate of remediation or other certificate of compliance from applicable governmental authorities. At Lender's request, Borrower will promptly obtain at Borrower's expense, and deliver to Lender an environmental inspection report or will update a previous report, in form acceptable to Lender, prepared by a competent environmental professional reasonably satisfactory to Lender. As used herein, the term "Hazardous Substance" includes, without limitation, any hazardous or toxic substance and any substance or material that is regulated or controlled by the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), the federal Hazardous Materials Transportation Act, the federal Resource Conservation and Recovery Act, the Federal Clean Water Act, the federal Clean Air Act, the federal Toxic Substance Control Act, or any other federal, state or local environmental law, ordinance, or regulation now or hereafter in effect. Borrower agrees to indemnify Lender against any and all liability and expense (including attorneys' fees and litigation expenses) incurred by Lender on account of breach by Borrower of any representation, warranty or covenant set forth in this paragraph. This agreement to indemnify shall survive payment of the secured indebtedness, satisfaction of this mortgage, and

foreclosure of this mortgage.

12. That, if this is a construction mortgage, Borrower will perform and comply with, or will cause the Borrower to perform and comply with, the terms of any construction loan agreement made with Lender with regard to any improvements to be made on the mortgaged property.

13. That all the covenants and agreements of Borrower herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Lender shall inure to the benefit of the successors and assigns of Lender.

14. That the provisions of this mortgage and the Note secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or the Note shall not affect the validity and enforceability of the other provisions of this mortgage or of Note. The remedies provided to Lender herein are cumulative with the rights and remedies of Lender at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. A carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.

If the Borrower pays and discharges all the indebtedness hereby secured (including future advances) as the same becomes due and payable, and if Borrower in all things does and performs all acts and agreements by it herein agreed to be done according to the tenor and effect thereof, then and in that event only this conveyance and the security interest herein granted shall be and become null and void, but if default is made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof, or if any interest thereon remain unpaid when due, or if default be made in the repayment of any sum expended by Lender under the authority of any provision of this Mortgage, or if the interest of Lender in the mortgaged property or any of the personal property described above become endangered by reason of the enforcement of any lien or encumbrance thereon, or if a petition to condemn any part of the mortgaged property be filed by any authority, person or entity having power of eminent domain, or if any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the indebtedness hereby secured or permitting or authorizing the deduction of any such tax from the principal or interest secured by this Mortgage or by virtue of which any tax or assessment upon the mortgaged property shall be charged against the owner of this Mortgage, or if at any time any of the covenants contained in this Mortgage or in any note or other evidence of indebtedness secured hereby be declared invalid or unenforceable by any court of competent jurisdiction, or if Borrower fails to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this Mortgage shall be subject to foreclosure at the option of Lender, notice of the exercise of such option being hereby expressly waived by Borrower, and Lender shall have the right to enter upon and take possession of the mortgaged property. If an event of default occurs and remains uncured, then in either or any such event, the aggregate sum or sums secured hereby then remaining unpaid, with interest accrued at that time, and all moneys secured hereby, shall become due and payable forthwith, or

thereafter, at the option of Lender, or its assigns, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such date, anything in the Note or any instrument or instruments or in this Mortgage to the contrary notwithstanding; and thereupon, or thereafter, at the option of Lender, or its assigns, without notice or demand, suit at law or in equity may be prosecuted as if all moneys secured hereby had matured prior to its institution. The Lender, or its assigns, may do either or both of the following as to the amount so declared due and payable: (i) bring an action to enforce payment of the amount so declared due and payable, with or without bringing an action to foreclose this Mortgage; and/or (ii) foreclose this mortgage as to the amount so declared due and payable, and the mortgaged property, or any part or parts thereof, in one or more sales as determined by Lender, shall be sold to satisfy and pay the same with costs, expenses and allowances. In addition, Lender shall also be entitled to take such action and avail itself of such remedies as may be available under the Uniform Commercial Code in effect in the State of Florida. In any action brought to enforce this Mortgage, the prevailing party shall be entitled to its reasonable attorney fees at trial and/or appeal.

In Witness Whereof, each of the undersigned has hereunto set his or her signature and seal, or has caused this instrument to be executed by its officer(s), partner(s), member(s), or agent(s) thereunto duly authorized, this 23 day of May, 2018.

Enika Hiner
 (Type or Print Name of Witness)

JERRY B. BOSSER

Jerry B. Bosser
 (Type or Print Name of Witness)

Michael W. Byess
 Michael W. Byess

Randi Byess
 Randi Byess

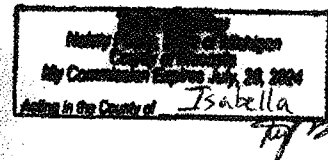
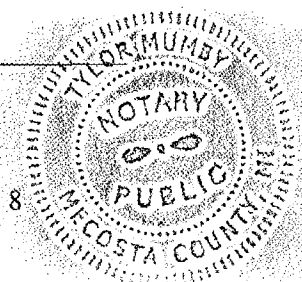
STATE OF Michigan
 COUNTY OF Isabella

The foregoing instrument was acknowledged before me this 23rd day of May, 2018, by Michael W. Byess and Randi Byess, husband and wife.

Notary Public

 Personally Known To Me
 OR
Michael Byess Produced Identification
 Type of Identification Produced

Florida
~~Michigan~~
 Drivers License



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MORTGAGE NOTE
(Individual)

\$110,510.00

05/24/18

MORTGAGE NOTE (Fixed Rate) THIS IS A BALLOON MORTGAGE NOTE AND THE FINAL PAYMENT OR THE BALANCE DUE UPON MATURITY IS \$104,760.04 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THE MORTGAGE

FOR VALUE RECEIVED, the undersigned, hereinafter "Maker", (jointly and severally, if more than one), promises to pay to Paula K. Johnson, hereinafter "Holder" or "Payee", or order in the manner hereinafter specified, the principal sum of:

**** 110,510.00 ****

\$110,510.00 with interest from date at the rate of 7% percent, per annual on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America at 5806 Margareta Blvd., Pensacola, FL 32506 or such place as may hereafter be designated by written notice from the Holder to the maker hereof, on the date and in the manner following:

The sum of \$735.23, representing a payment of principal and interest only shall be due and payable on 07/01/18, and on the like day of each month thereafter until June 1, 2023 at which time a balloon payment in the amount of \$104,760.04 will become due.

Maker agrees to provide the holder with a paid tax receipt by March 1st of every year. Failure to pay the taxes or to pay the additional down payment will result in a default of mortgage.

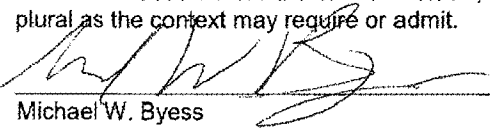
Payment received will first be credited to late charges, then to interest, and the balance, if any, to principal.

This note, with interest, is secured by a mortgage on real estate, of even date herewith, made by the Maker hereof in favor of the said Payee and shall be construed and enforced according to the laws of the State of Florida. The terms of said mortgage are by this reference made a part hereof.

If default be made in the payment of any of the sums or interest mentioned herein or in said mortgage or in the performance of any of the agreements contained herein or in said mortgage, then the entire principal sum and accrued interest shall, at the option of the Holder hereof, become at once due and collectible without notice, time being of the essence; and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default. Any payment not received within 5 days of the due date shall include a late charge of \$50.00. In the event of default in the payment of this note, and the same is placed in the hands of an attorney for collection, the undersigned hereby agrees to pay all costs of collection or re-instatement, including, but not limited to, a reasonable attorney's fee.

Each person liable herein, whether Maker or Endorser, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agree to pay all costs including a reasonable attorney's fee, whether suit be brought or not, if after maturity of this note or default hereunder or under said mortgage, counsel shall be employed to collect this note or to protect the security of said mortgage.

Whenever used herein the terms "Holder", "Maker" and "Payee" shall be construed in the singular or plural as the context may require or admit.


Michael W. Byess