

### **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

0423-49

								0423-47	
Part 1: Tax Deed	App	lication Infor	mation						
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	BRADFORD BOBBY J & BAGGETT DEBRA RENEE 1629 E HEINBERG ST				Certificate #		2020 / 8408		
PENSACOLA, FL 32502 1633 E HEINBERG ST 14-3122-118 LT 9 OAK POINT PB 17 P 84 OR 7838 P 494 CA 42					<sup>2</sup> 494 CA 42	Date certificate issued		06/01/2020	
Part 2: Certificat	es O	wned by App	icant and	d Filed w	ith Tax Deed	Appl	ication	· · ·	
Column 1 Certificate Numbe	er	Column Date of Certific			olumn 3 ount of Certificate	Column 4 Interest		Column 5: Total (Column 3 + Column 4)	
# 2020/8408		06/01/20	020	:	2,218.13		110.91	2,329.04	
							→Part 2: Total*	2,329.04	
Part 3: Other Cei	rtifica	ites Redeeme	d by Ap	plicant (C	ther than Co	unty			
Column 1 Certificate Number	-	Date of Other Face Ar		mount of ertificate  Column 4  Tax Collector's F		Column 5 Fee Interest		Total (Column 3 + Column 4 + Column 5)	
# 2022/7151	C	06/01/2022	2,615.07			6.25	130.75	2,752.07	
# 2021/6577	77 06/01/2021		2,476.04	6.25		123.80	2,606.09		
Part 3: Total* 5,						5,358.16			
Part 4: Tax Colle	ector	Certified Am	ounts (Li	nes 1-7)					
1. Cost of all cert	ficate	s in applicant's	possessio	n and other			ed by applicant of Parts 2 + 3 above)	7,687.20	
2. Delinquent taxes paid by the applicant 0.0					0.00				
Current taxes paid by the applicant					0.00				
Property information report fee					200.00				
5. Tax deed application fee 17					175.00				
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)									
7. <b>Total Paid</b> (Lines 1-6) 8,062.20									
certify the above in						/ infor	mation report fee, an	d tax collector's fees	
Sign here: Signfa	iture,	ax Collector or Design	jnee			[	Escambia, Florid Date <u>July 27th, 2</u> 0		

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

Pai	rt 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.	16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)			
Sign h	nere: Date of sale 04/03/2023 Signature, Clerk of Court or Designee			

### INSTRUCTIONS 16.25

#### 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.

### **APPLICATION FOR TAX DEED**

Section 197.502, Florida Statutes

Application Number: 2200542

To: Tax Collector of ES	SCAMBIA COUNTY	_, Florida	
I, TLGFY, LLC CAPITAL ONE, PO BOX 54347	·		-
NEW ORLEANS, LA 70154 hold the listed tax certificate		e same to the Tax	Collector and make tax deed application thereon
Account Number	Certificate No.	Date	Legal Description
14-3122-118	2020/8408	06-01-2020	LT 9 OAK POINT PB 17 P 84 OR 7838 P 494 CA 42
I agree to:			
<ul> <li>pay any current to</li> </ul>	axes, if due and		
<ul> <li>redeem all outsta</li> </ul>	nding tax certificates plus i	interest not in my	possession, and
<ul> <li>pay all delinquen</li> </ul>	t and omitted taxes, plus ir	nterest covering the	e property.
<ul> <li>pay all Tax Collect Sheriff's costs, if a</li> </ul>		ition report costs, C	Clerk of the Court costs, charges and fees, and
Attached is the tax sale ce which are in my possession		cation is based and	l all other certificates of the same legal description
Electronic signature on fil	e NE, N.A., AS COLLATER		
PO BOX 54347	, ,		
NEW ORLEANS, LA 70	J154		<u>07-1<b>4-2022</b></u>
Annli	cant's signature		Application Date
, .pp.			

**Real Estate Search** 

<u>Open</u> Report **Tangible Property Search** 

Sale List

◆ Nav. Mode							Printer Frie	ndly Version
General Informa	tion			Assess	sments			
Parcel ID:	0005009031009001	l	d.v., zasenoveni, Mikikikini ilikulikiniko iki	Year	Land	Imprv	Total	<u>Cap Val</u>
Account:	143122118			2021	\$135,000	\$0	\$135,000	\$135,000
Owners:	BRADFORD BOBBY			2020	\$135,000	\$0	\$135,000	\$126,500
Mail:	BAGGETT DEBRA RE 1629 E HEINBERG S			2019	\$115,000	\$0	\$115,000	\$115,000
iviali:	PENSACOLA, FL 325			<b>Y</b>				
Situs:	1633 E HEINBERG S				Disclaimer			
Use Code:	VACANT RESIDENTIA	AL 🗪			Market \	/alue Brea	kdown Let	ter
Taxing Authority:	PENSACOLA CITY LII	MITS		Tax Estimator				
Tax Inquiry:	Open Tax Inquiry W			File	for New H	omestead	Exemption	Online
Tax Inquiry link o Escambia County	ourtesy of Scott Lunsfo Tax Collector	rd		""	TOT NEW T	omesteau	LACINPLIO	Onnie
Sales Data				2021 (	Certified Roll	Exemptions		
Sale Date B	ook Page Value	IVDA	Official Records (New Window)	None	AMILION CHE.		Control of the contro	Mary live and the second se
01/10/2018 7	338 494 \$899,000	TR	C <sub>2</sub>	<u> </u>				
03/12/2013 6	988 739 \$100	WD	LEgal Description LT 9 OAK POINT PB 17 P 84 OR 7838 P 494 CA 42		And the second second			
06/27/2012 6	378 203 \$40,000	WD	Ē,	LT 9 O	AK POINT PB	17 P 84 OR	7838 P 494 C	A 42
06/05/2012 6	367 1988 \$360,900	WD	Ď					
	112 1308 \$700,000		<u> </u>	Extra l	Features	The state of the s		
•	nquiry courtesy of Pam		•	None	an ministration of the second second second	10.000	::xx-4-r1-0.28 x.s.xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx	Marie Marie Anna Anna Anna Anna Anna Anna Anna Ann
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Flood	\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*		180.10	/	100		, J	
formation			المست		150 1			

View Florida Department of Environmental Protection(DEP) Data

Buildings

Images

#### None

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

Last Updated:08/01/2022 (tc.2678)

#### **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: 143122118 Certificate Number: 008408 of 2020

Payor: BOBBY J BRADFORD 1629 E HEINBERG ST PENSACOLA, FL 32502 Date 8/2/2022

Clerk's Check # 0

Tax Collector Check # 1

Clerk's Total

**\$**517.**\$**6

8332.22

Tax Collector's Total
Postage

\$9, 6.85

\$60.00

Researcher Copies

\$0.00

Recording

\$10.00

Prep Fee

\$7.00

Total Received

\$9,751.41

\$8,349.22

PAM CHILDERS
Clerk of the Circuit Court

Received By:

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

Payee Name

#### Case # 2020 TD 008408

Redeemed Date 8/2/2022

Name BOBBY J BRADFORD 1629 E HEINBERG ST PENSACOLA, FL 32502

Clerk's Total = TAXDEED

Due Tax Collector = TAXDEED

Postage = TD2

ResearcherCopies = TD6

Release TDA Notice (Recording) = RECORD2

Release TDA Notice (Prep Fee) = TD4

\$517.56

\$9,156.85

\$9,156.85

\$0.00

\$10.00

\$7.00

**Amount Owed** 

• For Office Use Only

Desc

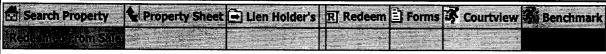
**FINANCIAL SUMMARY** 

**Amount Due** 

No Information Available - See Dockets

**Docket** 

Date





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

Tax Deed - Redemption Calculator
Account: 143122118 Certificate Number: 008408 of 2020

Redemption Yes >	Application Date 7/14/2022	Interest Rate 18%
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 4/3/2023	Redemption Date 8/2/2022
Months	9	1
Tax Collector	\$8,062.20	\$8,062.20
Tax Collector Interest	\$1,088.40	\$120.93
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$9,156.85	\$8,189.38
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	\$6.84
Total Clerk	\$517.56	\$462.84) 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	\$9,751.41	\$8,669.22
	Repayment Overpayment Refund Amount	\$1,082.19

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2022079692 8/5/2022 8:40 AM
OFF REC BK: 8836 PG: 52 Doc Type: RTD

#### RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 8836, Page 39, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 08408, issued the 1st day of June, A.D., 2020

TAX ACCOUNT NUMBER: 143122118 (0423-49)

**DESCRIPTION OF PROPERTY:** 

LT 9 OAK POINT PB 17 P 84 OR 7838 P 494 CA 42

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

NAME IN WHICH ASSESSED: BOBBY J BRADFORD and DEBRA RENEE BAGGETT

Dated this 5th day of August 2022.

STATE TOWN

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:

Emily Hogg Deputy Clerk

Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2022079683 8/5/2022 8:34 AM OFF REC BK: 8836 PG: 39 Doc Type: TDN

#### NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That TLGFY LLC CAPITAL ONE NA AS COLLATER holder of Tax Certificate No. 08408, 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 9 OAK POINT PB 17 P 84 OR 7838 P 494 CA 42

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 143122118 (0423-49)

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

#### **BOBBY J BRADFORD and DEBRA RENEE BAGGETT**

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the first Monday in the month of April, which is the 3rd day of April 2023.

Dated this 5th 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.

S COMPTROLES

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 ATTACHE	THE ATTACHED REPORT IS ISSUED TO:				
SCOTT LUNSF	ORD, ESCAMBIA COUNTY T	AX COLLECTOR			
TAX ACCOUN	Τ#: <b>14-3122-118</b>	CERTIFICATE #:	2020-8408		
REPORT IS LIN	IS NOT TITLE INSURANCE. T MITED TO THE PERSON(S) EX N REPORT AS THE RECIPIENT	PRESSLY IDENTIFIED BY	NAME IN THE PROPERTY		
listing of the own tax information a encumbrances re title to said land	port prepared in accordance with ner(s) of record of the land descri- and a listing and copies of all ope ecorded in the Official Record Bo as listed on page 2 herein. It is the isted. If a copy of any document diately.	bed herein together with current or unsatisfied leases, mortgooks of Escambia County, Flore responsibility of the party	rent and delinquent ad valorem gages, judgments and orida that appear to encumber the named above to verify receipt of		
and mineral or an encroachments, or	subject to: Current year taxes; ta ny subsurface rights of any kind overlaps, boundary line disputes, ection of the premises.	or nature; easements, restricti	ons and covenants of record;		
	s not insure or guarantee the valid e insurance policy, an opinion of				
Use of the term '	'Report" herein refers to the Prop	perty Information Report and	the documents attached hereto.		
Period Searched: _	January 03, 2003 to and incl	luding January 03, 2023	Abstractor: Ashley McDonald		
BY					

Michael A. Campbell, As President

Dated: January 22, 2023

#### PROPERTY INFORMATION REPORT

**CONTINUATION PAGE** 

January 22, 2023

Tax Account #: 14-3122-118

- 1. The Grantee(s) of the last deed(s) of record is/are: **BOBBY J BRADFORD AND DEBRA RENEE BAGGETT** 
  - By Virtue of Trustee's Deed recorded 1/12/2018 in OR 7838/494
- 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 Hancock Bank recorded 6/5/2018 OR 7911/1443
- 4. Taxes:

Taxes for the year(s) None are delinquent.

Tax Account #: 14-3122-118 Assessed Value: \$135,000.00

**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): OAK POINT HOME OWNERS' ASSOCIATION OF PENSACOLA, INC.

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

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

#### PERDIDO TITLE & ABSTRACT, INC.

#### PROPERTY INFORMATION REPORT

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

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

CERTIFICATION: TITLE SEARCH FOR TDA TAX DEED SALE DATE: APR 3, 2023 TAX ACCOUNT #: 14-3122-118 **CERTIFICATE #:** 2020-8408 In compliance with Section 197.522, Florida Statutes, the following is a list of names and addresses of those persons, firms, and/or agencies having legal interest in or claim against the above-described property. The above-referenced tax sale certificate is being submitted as proper notification of tax deed sale. YES NO Notify City of Pensacola, P.O. Box 12910, 32521 Notify Escambia County, 190 Governmental Center, 32502 Homestead for 2021 tax year. **BOBBY J BRADFORD** HANCOCK BANK

BOBBY J BRADFORD AND DEBRA RENEE BAGGETT 1629 E HEINBERG ST PENSACOLA, FL 32502 HANCOCK BANK 101 W GARDEN ST PENSACOLA, FL 32502

OAK POINT HOME OWNERS' ASSOCIATION OF PENSACOLA, INC. 1604 E. HEINBERG ST PENSACOLA, FL 32502

Certified and delivered to Escambia County Tax Collector, this 22<sup>nd</sup> day of January, 2022.

PERDIDO TITLE & ABSTRACT, INC.

BY: Michael A. Campbell, As It's President

NOTE: The above listed addresses are based upon current information available, but addresses are not guaranteed to be true or correct.

#### PROPERTY INFORMATION REPORT

January 22, 2023 Tax Account #:14-3122-118

## LEGAL DESCRIPTION EXHIBIT "A"

LT 9 OAK POINT PB 17 P 84 OR 7838 P 494 CA 42

**SECTION 00, TOWNSHIP 0 S, RANGE 00 W** 

TAX ACCOUNT NUMBER 14-3122-118(0423-49)

Prepared by and return to:
Deedra L. Lamy
Emerald Coast Title, Inc. - Gulf Breeze Branch
83 Baybridge
Gulf Breeze, FL 32561

File Number: 2017-0667

\_[Space Above This Line For Recording

#### Trustee's Deed

This Trustee's Deed made this 10th day of January, 2018 between Charlene C. Sanders, individually and as Trustee under the Revocable Living Trust Agreement of Charlene C. Sanders dated March 12, 2013 whose post office address is 19 Wharf Avenue, Pensacola, FL 32502, grantor, and Bobby J. Bradford and Debra Renee Baggett, husband and wife whose post office address is 1629 Heinberg Street, Pensacola, FL 32502, grantee:

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

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantees heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida, to-wit:

Lots 8 and 9, Oak Point, according to the map or plat thereof as recorded in Plat Book 17, Page 84, Public Records of Escambia County, Florida.

#### Parcel ID # 000S009031008001 AND Parcel ID # 000S009031009001

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 claiming by, through or under grantors.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name: Deedra L Lamy

Witness Name: Jessica Geren

Charlene C Sanders

Charlene C. Sanders, as Trustee

State of Florida County of Santa Rosa

The foregoing instrument was acknowledged before me this 10th day of January, 2018 by Charlene C. Sanders, individually and as Trustee under the Revocable Living Trust Agreement of Charlene C. Sanders dated March 12, 2013, who [] is personally known or [X] has produced a driver's license as identification.

Notary South CDRAL LASTING Notary Public

Printed Name:

Deedra L. Lamy

My Commission Expires:

April 2, 2020

[Notary South EEDRA L. LANSING COMMISSION & LANSING

#### **Abutting Roadway Maintenance**

STATE OF **FLORIDA COUNTY OF ESCAMBIA** 

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

scambla County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be onstrued as an acknowledgement by the County of the veracity of any disclosure statement.	
lame of Roadway: 1629 & 1633 East Heinberg St., Pensacola, FL 32502 and , FL	
HE COUNTY ( ) HAS ACCEPTED (xxx $$ ) HAS $\underline{NOT}$ ACCEPTED THE ABUTTING ROADWAY FOR MAINTENANCE.	
f not, it will be the responsibility of to maintain, repair and mprove the road.	
his form completed by:  Michael D. Tidwell, Attorney 811 North Spring Street Pensacola, Florida 32501	
Marlue Danders as Trustee  Charlene C. Sanders, as Trustee	
STATE OF FLORIDA COUNTY OF ESCAMBIA  The foregoing instrument was acknowledged before me this 10th day of January, 2018 by farlene County as Trustee under the Revocable Living Trust Agreement of Charlene C. Sanders dated Marel 12, 20 for series are personally known to me of have produced a driver's license as identification.	* ***
Notany Public  Date 1 /10 / 2018  Debra Renee Baggatt  Date 1 / 10/ 2018	660
STATE OF FLORIDA	

The foregoing instrument was acknowledged before me this 10th day of January, 2018 by Bobby J. Bradford and Debra Renee Baggett, husband and wife who are personally known to me or has produced a driver's license as

Notary Public

Steven Sebold Notary Public State of Florida Commission Expires 04/24/2018
Commission No. FF 105726

Recorded in Public Records 6/5/2018 10:24 AM OR Book 7911 Page 1443. Instrument #2018043532, Pam Childers Clerk of the Circuit Court Escambia County, Fl. Recording 861,00 MTG Stamps \$1,050,00 Int. Tax 8600,00

> 🔪 Emerald Coast Title, Inc. 83 Baybridge Gulf Breeze, FL 32561

RECORDATION REQUESTED BY: HANCOCK BANK, a Irado name of Whitney Bank WEST GARDEN P&E 101 W GARDEN ST PENSACOLA, FL 32502

WHEN RECORDED MAIL TO: HANGOCK BANK, a trade name of Whitney Bank LENDING SERVICES, (809) 522-6542 P. O. 80X 211269, 100 CAPITOL COMMERCE BLVD, SUITE 450 MONTGOMERY, AL 36121

SEND TAX NOTICES TO:

HANCOCK BANK, a trade name of Whitney Bank LENDING SERVICES O. BOX 211269, 100 CAPITOL COMMERCE BLVD.

MONTGOMERY, AL 36117

al al S・OSTS This Mortgage prepared by:

Name: SANDY BLACKBURN, DOCUMENTATION ANALYST II Company: HANCOCK BANK, a trade name of Whitney Bank Address: 100 CAPITOL COMMERCE BLVD, SUITE 450, MONTGOMERY, AL 36117

#### MORTGAGE

#### FOR USE WITH SECURED REVOLVING CREDIT AGREEMENT

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$300,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated May 22, 2018, is made and executed between SOBBY J BRADFORD, and DEBRA R BAGGETT, whose address is 1629 E HEINBERG STREET, PENSACOLA, FL. 32502; HUSBAND AND WIFE (referred to below as "Granter") and HANCOCK SANK, a trade name of Whitney Bank, whose address is 101 W GARDEN ST, PENSACOLA, FL 32502 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Londor all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures: all easements, rights of way, and appurtonances; all water, water rights, valeroourses and dilch rights (including stock in utilities with dilch rights); and all other rights, royaltres, and project relating to the real property, including without limitation all minerals, oit, gas, geothermal and similar maillers, [the "Real Property") located in ESCAMBIA County, State of Florida;

LOTS 8 AND 9, OAK POINT, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 84, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA

The Real Property or its address is commonly known as 1629 E HEINBERG STREET, PENSACOLA, FL 32502.

CROSS-COLLATERALIZATION. In addition to the Credit Agroement, this Mortgage accures all obligations, debts and bebuiltes, plus interest thereon, of either Grantor or Borrower to Lender, or any one or more of them, as well as all claims by Lendor against Borrower and Crantor or any one or more of them, whether new existing or hereafter arising, whether related or unrelated to the purpose of the Credit Agraement, whether voluntary or otherwise, whether due or not due, direct or Indirect, determined or undetermined, obsidate or contingont, figuriated or uniquidated, whether Borrower or Grantor may be liable individually or jointly with others, whether obligated as guarantor, surely, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become otherwise barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforcable. If the Lander is required to give notice of the right to careet under Truth in Londing in connection with any additional loans, extensions of credit and other liabilities or obligations onless and until such notice is given, (initial Here.)

REVOLVING LINE OF CREDIT. This Mortgage socures the Indebtedness including, without limitation as a securities.

REVOLVING LINE OF CREOTY. This Mortgage socures the Indebtedness including, without limitation, a revolving line of credit under which, upon request by Borrower. Lendor, within twenty (20) years from the date of this Mortgage, may make future advances to Borrower. Such future advances, together with Interest thorsen, are secured by this Mortgage. Such advances may be made, repaid, and remade future advances, together with Interest thorsen, are secured by this Mortgage. Such advances may be made, repaid, and remade future advances to the institution limit the total outstanding blance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expanded or advanced as provided in either the indebtedness paregraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Granter and Lendor that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

Granter presently assigns to Lender all of Granter's right, title, and innerest in and to all present and fature leases of the Property and all Rents from the Property. In addition, Granter grants to Lender a Uniform Commercial Code security interest in the Personal Property and

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND COBLIGATIONS UNDER THE CREDIT AGREEMENT WITH THE CREDIT LIMIT OF \$300,900,000, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

GRANTOR'S WAIVERS. Granter waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other tew which may prevent Lender from bringing any action against Granter, lockeding a claim for deficiency to the extent Lander is otherwise guiltled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by

GRANTOR'S REPRESENTATIONS AND WARRANTIES. Grantor warrants that. (a) this Mongage is executed at Borrower's request and not at the request of Lendor. (b) Grantor has the full power, right, and authority to enter into this Montgage and to hypothecate the Property. (c) the provisions of this Montgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Granter about Sorrower (including without limitation the craditiverthiness of Borrower).

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Borrower and Grantor shall pay to Lender all Indebtodness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's

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obligations under this Mortgage.

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PASSESSION AND MAINTENANCE OF THE PROPERTY. Bostower and Grantor sprea that Bostower's and Grantor's cossession and use of the Property shall be governed by the following provisions

Possession and Use. Until Grantor's interest in any or all of the Property is forestosed, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Ronts from the Property.

Duty to Maintain. Granter shall maintain the Property in good condition and promptly perform oil repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lendor that: (1) During the period of Grantor's ownership of the Proporty, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any flazardous Substance by any person on, under, about or from the Proporty; (2) Grantor has no knowledge of, or reason to believe that them has been, except as previously disclosed to and acknowledged by Lander in writing. (a) any breach or violation of any Environmental Laws. (b) any use, generation, manufacture, storage, treatment, disposal, release or firrostened release of any Mazardous Substance on, under, about or from the Proporty by any prior owners or occupants of the Property, or (c) any actual or threatened Illigation or claims of any kind by any person relating to such malters; and (3) Except as previously disclosed to and acknowledged by Lender in writing. (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Proporty shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Proporty; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Londor and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Londor may deem appropriate to determine compliance of the Property with this section of the Montgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be constructed to create any responsibility or liability on the part of Lender to rendomity or contribution in the event Grantor becomes flable for claims, towers and waives any future claims against Lender for indomity or contribution in the event Grantor becomes flable for claims, tosses, inhibites, damages, penalties, and expenses which Lender may directly or in

Nuisance, Waste. Granter shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Granter will not remove, or grent to any other party the right to remove, any timber, minorals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Crantor shall not demolish or remove any Improvements from the Real Proporty without Lendor's prior written consent. As a condition to the removal of any Improvements, Londor may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lander's Right to Enter. Langer and Londer's agents and representatives may enter upon the Real Property at all ressonable times to attend to Lender's interests and to inspect the Real Property for purposes of Granter's compliance with the terms and conditions of this Mortgage.

Grantor shall not allow any subsequent liens or mortgages on all or any portion of the Proporty without the prior Subsequent Liens. written consent of Londer

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or necester in cifoct of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good teith early such taw, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appends, so long as Grantor has notified Londer in writing prior to doing so and so long as, in Londer's sale opinion. Lender's interests in the Proporty are not jeopardized. Lender may require Granter to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Londer's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably decessary to protect and creserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any indeces in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, little or interest in the Real Property whether legal. Property or any right, little or interest in the Real Property in the Real Property or any right, little or interest with a term greater than three (3) years, losse-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any fand trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender If such exercise is prohibited by federal law or by Florida law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage.

Psyment. Grantor shall pay when due (and in all events prior to definquency) all taxes, payroll taxes, special taxes, assessments water charges and sewer service charges levice against or on account of the Property, and shall pay when due all claims for work done on or for services centered or material furnished to the Property. Granter shall maintain the Property free of any leas having priority ever or equal to the interest of Lender under this Mortgage, except for those leas specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Context. Granter may withhold psymont of any tax, assessment or claim in connection with a good faith dispute over the obligation to pay, so long as Lunder's interest in the Property is not jeopardized. If a lien erises or is filed as a result of nonpayment, Granter shall within fifteen (15) days after the lion arises or. If a lien is filed, within fifteen (15) days after Chanter has notice of the filed, or if requested by Londer, deposit with Londer cash or a sufficient corporate surrely bond or other security satisfactory to Londer in an amount sufficient to discharge the lion plus any costs and reasonable attorneys: fees, or other charges that could accrue as a result of a foreclosure or solu under the lien. In any context, Granter shall defend itself and obligee under any surrely bond furnished in the context proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property

Notice of Construction. Grantor shall notify Lender at least filterin (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted an account of the work, services, or materials and the cost exceeds \$1,000,00. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY CAMAGE INSURANCE. The following provisions relating to Insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Granter shall procure and maintain policies of fire Insurance with standard extended coverage endorsaments on a replacement basis for the full insurable value covering all improvements on the Real Proporty in an amount

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sufficient to avoid application of any consurance clause, and with a standard mortgage clause in favor of Lender. Politices shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Granter shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a random of lon (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or detault of Cranter or any other person. Should the Real Property be located in an area designated by the Agministrator of the Federal Environment Agency as a special flood hazard area, Granter agrees to obtain and maintain Federal Flood Insurance. It avoidable, within 45 days after notice is given by Lender that the Preperty is located in a special flood hazard area, for the maximum amount of Borrower's credit line and the full unpaid principal balance of any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Lender, and to maintain such inaurance for the term of the lead.

Application of Proceeds. Granter shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$1,000.00. Lender may make proof of loss if Granter fails to do so within filteen (15) days of the casualty. Whether or not Lender's security is impaired. Londer may, at Lender's election, receive and retain the proceeds of any Insurance and apply the proceeds to the industrient of the Industrientses, payment of any len affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Granter shall repair or replace the damaged or destroyed improvements in a mainner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Granter from the proceeds for the reasonable cost of repair or restoration if Granter is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Granter as Granter's interests may appear.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, oncumbrances, and other takins. (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's Interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Londer believes to be appropriate to protect Lender's interests. All expenses incurred or poid by Lender for such purposes will then bear interest at the rate charged undor the Credit Agreement from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Londer's option, will. (A) to payable on demand: (B) be added to the balance of the Credit Agreement and be approximent among and be payable with any installment payments to become due during either. (1) the term of any applicable insurance policy; or (2) the remaining form of the Credit Agreement; or (C) be treated as a balloon payment which will be due and payable at the Credit Agreement's meturity. The Mortgage also which Londer may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to ber Lender from any remedy that it ofherwise would have had.

WARRANTY DEFENSE OF TITLE. The following gravisions relating to average that it of the Property are a set of the Property are a set of the Credit.

**WARRANTY: DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:** 

Title. Grantor warrants that: (a) Grantor holds good and marketable little of record to the Property in fee simple, free and clear of all liens and encumbranges other than those set forth in the Real Property description or in any title insurance policy, little report, or final little opinion issued in favor of, and accepted by Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defease of Title. Subject to the exception in the paregraph above, Crantor warrants and will forever defend the little to the Property against the lawful claims of all persons. In the event any action or proceeding is commanded that questions Grantor's little or the interest of Lender under this Mortgage, Cruntor shall defend the action of Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be antitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Granter warrants that the Property and Granter's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Granter has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Borrower's indebteciness is paid in full.

CONDEMNATION. The following provisions relating to condemnetion proceedings are a part of this Modigage.

Proceedings. If any proceeding in condemnation is filed. Grantor shall promptly notify Londer in writing, and Grantor shall promptly take such stops as may be necessary to defend the action and obtain the award. Grantor may be the normal purty in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by course of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by liender from time to time to permit such participation.

Application of Nat Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation. Lender may at its election require that all or any portion of the not proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all responsible costs, expanses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental laxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all intengible personal property taxes, documentary stump taxes, fees, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax, including without limitation an intangible personal property tax, upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage, (2) a specific tax on Borrower which Borrower is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Credit Agreement; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Borrower.

Subsequent Taxes. If any tax to which this section applies is onacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Granter either (1) pays the tax before it becomes definquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lander shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Londor, Grantor shall take whatever action is requested by Londor to perfect and continue Londor's security interest in the Personal Property. In addition to recording this Mortgage in the real property records. Londor may, at any time

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and without further authorization from Granfor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburso Londor for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a piece resonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Granter (debter) and Leader (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designore, and which requested by Lender, cause to be filled, recorded, reflied, or reneconded, as the cause may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security detects, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be recossary or desirable in order to effectuate, complete, perfect, continue, or preserve. (1) Borrower's and Grantor's obligations under the Credit Agreement, this Mortgage, and the Related Documents, and (2) time liens and security inferests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrants to the contrary in working. Grantor shall reimburso Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph. рагодарћ.

Attornoy-in-Fact. If Granter fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby inevocably appoints Lender as Grantor's attorney-in-fact for the purpose of inaking, executing, dolivering, filling, recording, and doing all other things as may be necessary or desirable. In Lender's sole opinion, to occomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Borrower and Granter pay all the Indebtedness when due, terminates the credit line account, and Granter otherwise performs all the obligations imposed upon Granter under this Mortgage, Lender shall execute and deliver to Granter a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement in file ovidencing Lunder's security interest in the Rents and the Personal Property. Granter will pay, if permitted by applicable law, any reasonates termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Grantor will be in default under this Mortgage if any of the following happen: (A) Grantor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Borrower's or Grantor's income, assets, liabilities, or any other aspects of Borrower's Or Grantor's linancial condition. (B) Borrower does not meet the repayment terms of the Credit Agreement. (C) Grantor's action or inection adversely affects the collateral or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, feiture to pay taxos, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling, without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law

Accelerate Indichtedness. Lender shall have the right at its option without notice to Borrower or Grantor to declare the entire indebtednoss immediately due and payable, including any prepayment panelty that Borrower would be required to pay

UCC Remodies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remodies of a secured party under the Uniform Commercial Code.

Appoint Receiver, Londer shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding forcetosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disquality a person from serving as a

Judicial Foreclosure. Lender may obtain a judicial decree toroclosing Granton's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tonancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenent at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the dermand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Credit Agreement or available at law

Sale of the Property. To the extent permitted by applicable law, Borrower and Grantor horoby waive any and all right to have the Property marshalled. In exercising 4s rights and remedies, Lender shall be free to sell all or any part of the Property together or separatory. In one sale or by separate sales. Lender shall be emitted to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender will give Granter reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. All of Lendor's rights and runwdies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not but Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to decise Grantor in default and to exercise Lender's remedies.

Attorneyal Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' less at trial and upon any appeal. Whother or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender indures that in Lender's opinion are necessary at eny time for the protection of its interest or the enforcement of its rights shall become a pain of the includedance supplies an demand and shall beer interest at the Credit Agreement rate from the date of the expenditure until repaid. Expenses covered by this parsgraph include, without limitation, however subject to any limits under spolleable law. Lender's reasonable atterneys' fees and London's regal expenses, whether or not there is a lawsuit, including reasonable atterneys' fees and expenses for bankruptcy propedings (including efforts to modify or vacants any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Granter also will pay any court costs, in addition to all other stams provided by taw. other sums provided by law

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacaimile (unless otherwise required

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by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, cortified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving written notice to the other persons appearing that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. If will be Grantor's responsibility to tell the others of the notice from Lender.

ASSOCIATION OF UNIT OWNERS. The reflewing provisions apply if the Real Property has been submitted to unit awnership law or similar law for the Real Property.

Power of Attorney. Grantor grants an irrevocable power of attorney to Lender to vote in Lender's discretion on any matter that may come before the association of unit owners. Lender will have the right to exercise this power of attorney only after Grantor's default; however, Lender may decline to exercise this power as Lender sees fit.

Insurance. The insurance as required above may be carried by the association of unit owners on Grantor's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing or reconstructing the Property. If not so used by the association, such proceeds shall be paid to Lender.

Compilance with Regulations of Association. Grantor shall perform all of the obligations imposed on Grantor by the declaration submitting the Real Property to unit ownership, by the bylown of the association of unit owners, of by any rules of regulations thorounder. If Grantor's interest in the Real Property is a leasehold interest and such property has been submitted to unit ownership, Grantor shall perform all of the obligations imposed on Grantor by the tease of the Real Property from its owner.

Granter shall perform all of the obligations imposed on Granter by the least of the freal Property from its owner.

OVERDRAFT PROTECTION. Each Granter understands that the <u>Credit Agreement</u> includes an <u>Overdraft Protection Service Addendum Grodit Line</u> (the "ODP Service Addendum"). Each Granter (urther understands and agrees that the Borrower may shroll the Credit Line Account and one or more Depository Account(s) in the Credit Line Overdraft Protection Service and, if accepted by us, we will provide such services to the Borrower according to the forms and conditions stated in the ODP Service Addendum. Each Granter further agreeds that the Real Proporty secures any Credit Advance under the terms of this dead of frust or mortgage regardless of whether a Granter is an owner or co-owner of the Depository Account(s) or is even an authorized signatory on the Depository Account(s). Each Granter represents and warrants that each Granter has established adequate means of obtaining a copy of the Credit Agreement, including the ODP Service Addendum. If not defined within this peregraph or the dead of trust or mortgage, capitalized terms used in this paragraph shall have the mannings set forth in either the Credit Agreement or the ODP Service Addendum.

ADDITIONAL INFORMATION REGARDING LENDER. Hancock Bank is the trade name used by Whitney Bank, a Mississippi chartered banking corporation, in providing banking products and services through its locations in Mississippi, Alabama, and Fiorida, All obligations herounder are due and payable to Whitney Bank.

MISCELLANEOUS PROVISIONS. The Inflowing miscellaneous provisions are a part of this Morigage:

Amendments. What is written in this Morigage and in the Related Documents is Granton's entire agreement with Lender concerning the matters covered by this Morigage. To be effective, any change or amendment to this Morigage must be in writing and must be signed by wheever will be bound or obligated by the change or amendment

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Florida.

Choice of Vanue. If the County, State of Florida If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of ESCAMBIA

Joint and Several Liability. All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

No Walver by Londer. Gronter understands Lender will not give up any of Lender's rights under this Mortgage unloss Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender deed agree in writing to give up one of Lender's rights, that does not mean Granter will not have to comply with the other provisions of this Mortgage. Granter also understands that if Lender does consent to a request, that does not mean that Granter will not have to get Lender's consent again if the situation happens again. Granter understands that just because Lender consents to one or more of Granter's requests, that does not mean Lender will be required to consent to any of Granter's future requests. Granter walves presentment, demand for payment, protest, and notice of dishoner.

Severability. If a court finds that any provision of this Montgage is not valid or should not be enforced, that fact by itself will not mean that the rost of this Montgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Montgage even if a provision of this Montgage may be found to be invalid or unenforceable.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inum to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtodness by way of fortboarance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtodness. the indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means BOSBY J SRADFORD and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated May 22, 2018, with credit limit of \$300,000,000 from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinencings of, consolidations of, and substitutions for the promissory note or agreement. The final meturity date of the Credit Agreement is May 22, 2043, NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA") the Supprising Amendments and Resulthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act. 49 U.S.C. Section 1801, et seq., the Resource Conservation and Resovery Act. 42 U.S.C. Section 6901, et seq., or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mongage in the events of default section of this Mongage

Grantor. The word "Grantor" means BOBBY J BRADFORD and DEBRAIR BAGGETT.

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Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chamical or infectious characteristics, may cause or pose a present or potential hezard to human hootth or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petrofeum and putroleum by products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes attixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtodness. The word "indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Credit Agreement or Related Documents, together with all renewals of extensions of, modifications of, consolidations of and substitutions for the Credit Agreement or Related Documents and any amounts expended or edvanced by Londer to discharge Granter's obligations or expenses incurred by Londer to enforce Granter's obligations under this Mortgage, together with Interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtodness includes all amounts that may be indirectly secured by the Cress-Collateralization provision of this Mortgage.

Lender. The word "Lender" means HANCOCK BANK, a trade name of Whitney Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and London.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Granfor, and now or hereafter stached or affixed to the Real Property, together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such preparty; and together with all proceeds (including without limitation all insurance proceeds and retunds of prematums) from any sale or other disposition of the Property. However, should the Rual Property be togeted in an area designated by the Administrator of the Ecderal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or horoafter) by Coverage A of the Standard together substance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

Property. The word "Properly" means collectively the Real Properly and the Personal Properly

Real Property. The words "Real Property" meen the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, doeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Roots. The word "Rents" means all present and future rents, revenues, income, Issues, royalties, profils, and other banefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

× DOCOY J BRADFORD	
× DUM BOSETI	
* Muberly Dura-	_
* C in for-	
INDIVIDUA	L ACKNOWLEDGMENT
STATE OF FLORISA	)
COUNTY OF 55 CAN/BIA	) \$ <b>\$</b> }
The foregoing instrument was acknowledged before me this by SOBSY J BRADFORD and DEBRAIR BAGGETT, HUSBANS as identification.	D AND WIFE, who are personally known to me or who have produced
ALCO COLORS	Legma C. Muchers.
A TANK TO A	(Signature of Person Taking Acknowledgment)  (Signature of Person Taking Acknowledgment)  (Signature of Person Taking Acknowledger Typed, Printed or Stamped)
W Correnador Express	(Title or Raink)
\$ \ Et# 558283	(Serial Number, if any)
A FOF LORD	

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MORTGAGE (Continued)

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