



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

0324-17

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	TLGFY, LLC CAPITAL ONE, N.A., AS COLLATERAL ASSIGNEE OF TLGFY, LLC PO BOX 669139 DALLAS, TX 75266-9139	Application date	Jul 26, 2023
Property description	HERNDON JOYCE POPE 1620 WOODCHUCK AVE PENSACOLA, FL 32504 1620 WOODCHUCK AVE 01-1054-025 BEG AT NW COR OF SEC 9 S 13 DEG 16 MIN E WITH W LI OF SEC 717 4/10 FT S 64 DEG E 3776 33/100 FT TO P (Full legal attached.)	Certificate #	2021 / 62
		Date certificate issued	06/01/2021

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)
# 2021/62	06/01/2021	467.84	23.39	491.23
→ Part 2: Total*				491.23

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)
# 2023/84	06/01/2023	497.69	6.25	24.88	528.82
# 2022/83	06/01/2022	482.54	6.25	24.13	512.92
Part 3: Total*					1,041.74

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)	1,532.97
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	1,907.97

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: Jennifer N. Coady Escambia, Florida
Signature, Tax Collector or Designee Date August 11th, 2023

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

+ \$6.25

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.	24,524.50
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>03/06/2024</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS

Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

BEG AT NW COR OF SEC 9 S 13 DEG 16 MIN E WITH W LI OF SEC 717 4/10 FT S 64 DEG E 3776 33/100 FT TO POB S 64 DEG E 191 67/100 FT S 26 DEG W 63 6/10 FT N 64 DEG W 191 67/100 FT N 26 DEG E 63 6/100 FT TO POB OR 10/310 P 308/854

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2300537

To: Tax Collector of ESCAMBA COUNTY, Florida

I,

TLGFY, LLC
CAPITAL ONE, N.A., AS COLLATERAL ASSIGNEE OF TLGFY, LLC
PO BOX 669139
DALLAS, TX 75266-9139,

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
01-1054-025	2021/62	06-01-2021	BEG AT NW COR OF SEC 9 S 13 DEG 16 MIN E WITH W LI OF SEC 717 4/10 FT S 64 DEG E 3776 33/100 FT TO POB S 64 DEG E 191 67/100 FT S 26 DEG W 63 6/10 FT N 64 DEG W 191 67/100 FT N 26 DEG E 63 6/100 FT TO POB OR 10/310 P 308/854

I agree to:

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

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

Electronic signature on file
TLGFY, LLC
CAPITAL ONE, N.A., AS COLLATERAL ASSIGNEE OF
TLGFY, LLC
PO BOX 669139
DALLAS, TX 75266-9139

07-26-2023
Application Date

Applicant's signature



Chris Jones Escambia County Property Appraiser

[Real Estate Search](#)

[Tangible Property Search](#)

[Sale List](#)

[Back](#)

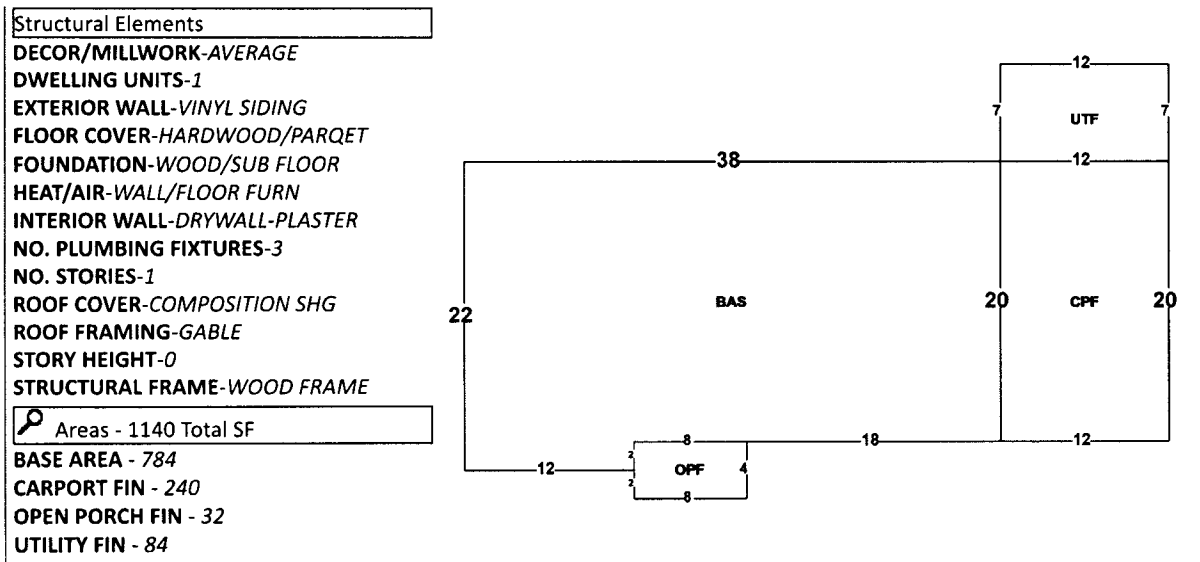
← Nav. Mode ☒ Account ☐ Parcel ID →

[Printer Friendly Version](#)

General Information		Assessments				
Parcel ID:	091S291012000001	Year	Land	Imprv	Total	Cap Val
Account:	011054025	2023	\$13,915	\$68,562	\$82,477	\$49,049
Owners:	HERNDON JOYCE POPE	2022	\$13,915	\$63,697	\$77,612	\$47,621
Mail:	1620 WOODCHUCK AVE PENSACOLA, FL 32504	2021	\$10,925	\$50,572	\$61,497	\$46,234
Situs:	1620 WOODCHUCK AVE 32504	Disclaimer				
Use Code:	SINGLE FAMILY RESID	Tax Estimator				
Taxing Authority:	COUNTY MSTU	File for New Homestead Exemption Online				
Tax Inquiry:	Open Tax Inquiry Window	Report Storm Damage				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data						2023 Certified Roll Exemptions	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	HOMESTEAD EXEMPTION,WIDOW	
01/1966	310	854	\$6,700	WD		Legal Description	
Official Records inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						Extra Features	
						FRAME GARAGE METAL BUILDING	

Parcel Information		Launch Interactive Map	
Section Map Id: 09-15-29-2	<div><div>+</div><div>-</div></div>		
Approx. Acreage: 0.2297			
Zoned:			
MDR MDR			
Evacuation & Flood Information Open Report			
View Florida Department of Environmental Protection(DEP) Data			
Buildings			
Address: 1620 WOODCHUCK AVE, Year Built: 1961, Effective Year: 1961, PA Building ID#: 35448			



Images



5/18/2018 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.

Last Updated:08/16/2023 (rc.6465)

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That TLGFY LLC holder of **Tax Certificate No. 00062**, issued the **1st** day of **June, A.D., 2021** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG AT NW COR OF SEC 9 S 13 DEG 16 MIN E WITH W LI OF SEC 717 4/10 FT S 64 DEG E 3776 33/100 FT TO POB S 64 DEG E 191 67/100 FT S 26 DEG W 63 6/10 FT N 64 DEG W 191 67/100 FT N 26 DEG E 63 6/100 FT TO POB OR 10/310 P 308/854

SECTION 09, TOWNSHIP 1 S, RANGE 29 W

TAX ACCOUNT NUMBER 011054025 (0324-17)

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

JOYCE POPE HERNDON

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** Wednesday in the month of March, which is the **6th** day of March 2024.

Dated this 18th day of August 2023.

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



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 #: 01-1054-025 CERTIFICATE #: 2021-0062

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

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

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

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

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

Period Searched: December 1, 2003 to and including December 1, 2023 Abstractor: Pam Alvarez

BY

Michael A. Campbell,
As President
Dated: December 18, 2023

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

December 18, 2023

Tax Account #: **01-1054-025**

1. The Grantee(s) of the last deed(s) of record is/are: **JOYCE POPE AKA JOYCE POPE HERNDON**

By Virtue of Corporation Warranty Deed recorded 10/24/1966 in OR 310/854 and Death Certificate of Billy Robert Pope recorded 02/11/1971 - OR 528/872

ABTRACTOR'S NOTE: WE FIND NO EVIDENCE OF DEATH FOR JOYCE POPE HERNDON RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

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 Regions Bank recorded 2/3/2020 OR 8241/524**

4. Taxes:

Taxes for the year(s) 2020-2022 are delinquent.

Tax Account #: 01-1054-025

Assessed Value: \$49,049.00

Exemptions: HOMESTEAD, WIDOW

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

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

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

PERDIDO TITLE & ABSTRACT, INC.
PROPERTY INFORMATION REPORT
3050 Concho Drive, Pensacola, Florida 32507 | Phone 850-466-3077

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: MAR 6, 2024

TAX ACCOUNT #: 01-1054-025

CERTIFICATE #: 2021-0062

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

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Homestead for <u>2023</u> tax year.

JOYCE POPE AKA JOYCE POPE HERNDON
AND ESTATE OF JOYCE POPE HERNDON
1620 WOODCHUCK AVE
PENSACOLA, FL 32504

REGIONS BANK
201 MILAN PARKWAY
BIRMINGHAM, AL 35211

Certified and delivered to Escambia County Tax Collector, this 18th day of December, 2023.

PERDIDO TITLE & ABSTRACT, INC.



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

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

PROPERTY INFORMATION REPORT

December 18, 2023

Tax Account #:01-1054-025

LEGAL DESCRIPTION EXHIBIT "A"

**BEG AT NW COR OF SEC 9 S 13 DEG 16 MIN E WITH W LI OF SEC 717 4/10 FT S 64 DEG E 3776
33/100 FT TO POB S 64 DEG E 191 67/100 FT S 26 DEG W 63 6/10 FT N 64 DEG W 191 67/100 FT N 26
DEG E 63 6/100 FT TO POB OR 10/310 P 308/854**

SECTION 09, TOWNSHIP 1 S, RANGE 29 W

TAX ACCOUNT NUMBER 01-1054-025(0324-17)

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

Rec 425
35 20 10
46 7 70
3205

OFFICE
RECORDED

310 PAGE 854

CORPORATION WARRANTY DEED

STATE OF FLORIDA
ESCAMBIA COUNTY

KNOW ALL MEN BY THESE PRESENTS, That Mid-State Homes, Inc., a Florida corporation, for and in consideration of ONE HUNDRED (\$100.00) DOLLARS and other good and valuable considerations, the receipt whereof is hereby acknowledged, does bargain, sell, convey and grant unto Billy R. Pope and Joyce Pope, husband and wife, of 1620 East Woodchuck Avenue, Pensacola, Florida, and their heirs, executors, administrators, and assigns, forever, the following described property, situate, lying and being in the County of Escambia, State of Florida, to-wit:

Commence at northwest corner of Section 9, Township 1 South, Range 29 West, thence south 13 degrees 16 minutes east with the west line of said Section a distance of 717.4 feet, thence south 64 degrees east 3,776.33 feet for point of beginning, thence south 64 degrees east 191.67 feet, thence south 26 degrees west 63.06 feet, thence north 64 degrees west 191.67 feet, thence north 26 degrees east 63.06 feet to point of beginning;

This conveyance is made pursuant to the terms of contract dated June 27th, 1961, recorded in Official Records Book 10, Page 308, of the public records of said County, from the said grantor to the said grantees, the said grantees as purchasers under said contract having performed all of the obligations imposed upon them by said contract;

The property hereby conveyed is the same property intended to be described in said contract, in mortgage from Fred M. McMillan and Elizabeth A. McMillan, his wife, to Jim Walter Corporation dated July 31st, 1960, recorded at mortgage book 588, page 65, of said records, and in Certificate of Title dated July 7th, 1961, recorded in deed book 557, page 381, of said records;

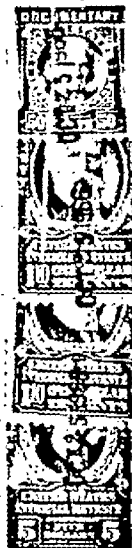
Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, free from all exemptions and right of homestead.

And the said corporation covenants that it is well seized of an indefeasible estate in fee simple in the said property, and has a good right to convey the same; that it is free from encumbrances,

Except any and all unpaid taxes subsequent to 1960 and the Grantee herein assumes the responsibility of same.



ESCAMBIA
COUNTY



and that it, its successors and assigns, the said grantees, their heirs, executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, the said corporation, grantor, in pursuance of due and legal action of its stockholders and Board of Directors, has executed these presents causing its name to be signed by its President, and its corporate seal to be affixed hereto this

11th day of October, A.D., 1966.

MID-STATE HOMES, INC.,
a Florida corporation,

ATTEST:

[Signature]
Its Secretary
Asst.

By J. H. Kelly
Its President
Vice

Signed, sealed and delivered
in the presence of:

[Signature]
[Signature]

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

BEFORE the undersigned notary public, in and for said State and County, personally appeared J. H. Kelly and

A. F. Saraw, known to me to be the individuals

described by said names who executed the foregoing instrument, and to be respectively the ^{Vice} President and ^{Asst.} Secretary of Mid-State Homes, Inc.,

a Florida corporation, and acknowledged and declared that they as ^{Vice} President and ^{Asst.} Secretary of said corporation, and being duly authorized by it, signed its name and affixed its seal to and executed the said instrument for it and as its act and deed.

GIVEN unto my hand and seal official this 11th day of
October, A.D., 1966.

Larry M. Warren
Notary Public, State of Florida at Notary Public
My Commission Expires Nov. 18, 1968
Bonded By American Fire & Casualty Co.

My commission expires _____.



299443
FILED & RECORDED IN
THE PUBLIC RECORDS OF
FLORIDA CO. FLA. ON
OCT 24 1 32 PM '66
IN ROOM 6 PAGE 10710 ABOVE
JOE A. FLORES, CLERK
CIRCUIT COURT

Recorded in Public Records 2/3/2020 3:47 PM OR Book 8241 Page 524,
Instrument #2020009962, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$61.00 MTG Stamps \$127.05 Int. Tax \$72.54

WHEN RECORDED MAIL TO:

Regions Bank
Collateral Management
201 Milan Parkway
Birmingham, AL 35211

When Recorded Return to:
Indecomm Global Services
As Recording Agent Only
1260 Energy Lane
St. Paul, MN 55108

This Mortgage prepared by:

Name: Jada Hill
Company: Regions Bank
Address: 2050 Parkway Office Circle, Hoover, AL 35244



REGIONS

8/483220



*DOC4850292701*****197621000000*

MORTGAGE

20193450946400

THIS MORTGAGE dated 01/13/2020, is made and executed between JOYCE J HERNDON A/K/A JOYCE HERNDON, whose address is 1620 WOODCHUCK AVE, PENSACOLA, FL 32504; unmarried (referred to below as "Grantor") and Regions Bank, whose address is 201 Milan Parkway, Birmingham, AL 35211 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender 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 appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights), and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in ESCAMBIA County, State of Florida:

THE FOLLOWING DESCRIBED PROPERTY, SITUATE, LYING AND BEING IN THE COUNTY OF ESCAMBIA, STATE OF FLORIDA, TO-WIT: COMMENCE AT NORTHWEST CORNER OF SECTION 9, TOWNSHIP 1 SOUTH, RANGE 29 WEST, THENCE SOUTH 13 DEGREES 16 MINUTES EAST WITH THE WEST LINE OF SAID SECTION A DISTANCE OF 717.4 FEET, THENCE SOUTH 64 DEGREES EAST 3,776.33 FEET FOR POINT OF BEGINNING, THENCE SOUTH 64 DEGREES EAST 191.67 FEET, THENCE SOUTH 26 DEGREES WEST 63.06 FEET, THENCE NORTH 64 DEGREES WEST 191.67 FEET, THENCE NORTH 26 DEGREES EAST 63.06 FEET TO POINT OF BEGINNING;

THIS CONVEYANCE IS MADE PURSUANT TO THE TERMS OF CONTRACT DATED JUNE 27TH, 1961, RECORDED IN OFFICIAL RECORDS BOOK 10, PAGE 308, OF THE PUBLIC RECORDS OF SAID COUNTY, FROM THE SAID GRANTOR TO THE SAID GRANTEEES, THE SAID GRANTEEES AS PURCHASERS UNDER SAID CONTRACT HAVING PERFORMED ALL OF THE OBLIGATIONS IMPOSED UPON THEM BY SAID CONTRACT.

SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS, OR MINERAL RIGHTS OF RECORD, IF ANY.

BEING PREVIOUSLY CONVEYED BY WARRANTY DEED FROM MID-STATE HOMES, INC., A FLORIDA CORPORATION TO BILLY R. POPE AND JOYCE HERNDON, HUSBAND AND WIFE, DATED 10/11/1966, AND RECORDED ON 10/25/1966 AT DOCUMENT REFERENCE 310/854 IN ESCAMBIA COUNTY, FLORIDA.

The Real Property or its address is commonly known as 1620 WOODCHUCK AVE, PENSACOLA, FL 32504.

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

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 ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$36,271.29, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession 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 foreclosed, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

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

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe

X202001161417

**MORTGAGE
(Continued)**

Page 2

that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; 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 Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; 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 Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor 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, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

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

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

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

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender'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 necessary to protect and preserve the Property.

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

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens 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 Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest 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 fifteen (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 on account of the work, services, or materials. 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 DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (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 default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and 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.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$10,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor 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

**MORTGAGE
(Continued)**

Page 3

the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, 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 Grantor as Grantor's interests may appear.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If Lender purchases any insurance on the Property, such insurance may, in Lender's sole discretion, protect only Lender's interest. Grantor acknowledges that insurance purchased by Lender may provide limited protection against physical damage to the Property; Grantor's equity in the Property may not be insured by such insurance; such insurance may not cover the contents of the Property; and Grantor may not be compensated by such insurance for loss or damage to personal belongings, furniture or equipment. Lender shall have no obligation to purchase any insurance on the Property. 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 Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note, or the maximum rate permitted by law, whichever is less, 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 Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned 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 term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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 title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title 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.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled 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. Grantor warrants that the Property and Grantor'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 Grantor 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 Grantor's Indebtedness is paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

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

Application of Net 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 net 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 reasonable costs, expenses, 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 taxes, 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 intangible personal property taxes, documentary stamp 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 Grantor which Grantor 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 Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted 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 Grantor either (1) pays the tax before it becomes delinquent, 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 Lender 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 Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender 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 place reasonably 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 Grantor (debtor) and Lender (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 designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case 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 deeds, security agreements, financing statements, continuation statements, instruments of

X2020011614117

**MORTGAGE
(Continued)**

Page 4

further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests 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 agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor 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 irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. At Lender's option, Grantor will be in default under this Mortgage if any of the following happen:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Break Other Promises. Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Mortgage or in any agreement related to this Mortgage.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

False Statements. Any representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Taking of the Property. Any creditor or governmental agency tries to take any of the Property or any other of Grantor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Grantor's accounts with Lender. However, if Grantor disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Grantor gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Insecurity. Lender in good faith believes itself insecure.

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 Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

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

Appoint Receiver. Lender 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 foreclosure 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 disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor'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.

Tenancy 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 Grantor, Grantor shall become a tenant 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 demand of Lender.

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

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender will give Grantor 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 Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar 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 declare Grantor in default and to exercise Lender's remedies.

Attorneys' 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' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph

**MORTGAGE
(Continued)**

Page 5

include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate 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. Grantor also will pay any court costs, in addition to all 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 telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified 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 person or persons, specifying 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. It will be Grantor's responsibility to tell the others of the notice from Lender.

ADDITIONAL RIGHTS AND REMEDIES UPON DEFAULT AND FORECLOSURE. Upon the occurrence of an Event of Default, Lender, in addition to the other rights and remedies provided in this Mortgage, at law and in equity, shall have the right at any time, at its option and sole discretion, to pay any or all Existing Indebtedness, and to cause any or all Existing Liens, or other liens, on the Real Property to be discharged, whether or not such Existing Indebtedness, Existing Liens or other liens are in default, and any such payment by Lender shall constitute Indebtedness as defined herein. Lender's right of payment and discharge, expressly hereby authorized by Grantor, includes the right of Lender to pay any and all proceeds (including but not limited to excess proceeds above the amount owed) arising from collection efforts (including foreclosure sale or any other subsequent sale by Lender) toward any indebtedness evidenced by a recorded lien against the Real Property, whether or not such lien was extinguished upon foreclosure. Grantor expressly authorizes Lender to communicate with other lienholders, holders and/or owners (and their agents, representatives and servicers) of such other indebtedness, and to rely on information obtained from them in order to make such payment to them. In addition to and not in limitation of the other rights of Lender provided in this Mortgage, at law and in equity, until all sums owed under the Note have been paid to or otherwise recovered by Lender any and all reasonable attorneys' fees, expenses and carrying costs (including but not limited to insurance, ad valorem taxes, improvements, maintenance, repairs, assessments, association dues, environmental reports, surveys, closing costs, real estate commissions, advertising and marketing) incurred by Lender during the course of collection and recovery (both before and after foreclosure) shall constitute Indebtedness as defined herein. Grantor agrees that in the event Lender sells the Real Property post-foreclosure during any applicable redemption period, any payment and discharge of liens, and any and all reasonable attorneys' fees, expenses, costs of sale and carrying costs (including but not limited to those described above) incurred by Lender during Lender's period of ownership of the Real Property shall be deducted for the purposes of determining any profit realized.

DEFENSE COSTS. Subject to any limits under applicable law, in addition to the costs and expenses Grantor has agreed to pay within this Mortgage, Grantor will pay all costs and expenses incurred by Lender arising out of or relating to any steps or actions Lender takes to defend any unsuccessful claim, allegation, remedy or counterclaim Borrower may assert against Lender. Such costs and expenses shall include, without limitation, reasonable attorneys' fees and costs.

ESCROW. Federal law may require a lender or its servicer to escrow all premiums and fees for flood insurance that covers any residential building or mobile home securing a loan that is located in an area with special flood hazards. If it is determined, at any time while any amount remains outstanding under the Note, that federal law requires flood insurance premiums and fees to be escrowed on the loan, the following terms will apply:

Loan Servicing System. The loan will be transferred internally by Lender to a different loan servicing system.

Payment Due Date. The payments due under the Note will be due on the first (1st) day of each month.

Escrow Terms. Along with each payment due under the Note, until the Note is paid in full, a sum (the "Funds") will be paid to Lender to provide for payment of amounts due for flood insurance premiums and fees or for the following as Lender may, in its sole discretion, require: (a) taxes and assessments and other items which can attain priority over this Mortgage as a lien or encumbrance on the Real Property; (b) leasehold payments or ground rents on the Real Property, if any; (c) premiums for any and all other insurance required by Lender under the Mortgage; and (d) any community association dues, fees, and assessments relating to the Real Property. These items are called "Escrow Items." All notices of amounts to be paid under this provision must be promptly furnished to Lender.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act and Regulation X ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds will be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender will apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender will not charge for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay any interest or earnings on the Funds. Lender will provide, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender will account for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender will provide notice as required by RESPA, and the amount necessary to make up the shortage in accordance with RESPA shall be paid to Lender in monthly payments.

Upon payment in full of all sums secured by the Mortgage, Lender will promptly refund any Funds held by Lender.

PRIVATE FLOOD INSURANCE. If the Property is at any time deemed to be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area and if Federal Flood Insurance is not available, Grantor agrees to obtain and maintain flood insurance in an amount equal to the full unpaid principal balance under the Note plus the amount of any prior liens on the Property. Such flood insurance will be with such insurer as is satisfactory to Lender. Such flood insurance will also be on such terms as are satisfactory to Lender, including deductible provisions, endorsements, a standard mortgagee clause in favor of Lender, and stipulations that coverage will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender with no disclaimer for failure to give such cancellation notice.

AUTHORIZATION TO OTHER LIEN HOLDERS. The Grantor hereby authorizes the holder of any other mortgage, lien or encumbrance on any portion of the Real Property and any other party claiming any interest in the Real Property whatsoever to disclose to the Lender any and all information the Lender may request, including, without limitation: (1) the nature of such interest in or claim to the Real Property; (2) the amount of such interest or claim or of any indebtedness or obligation secured by any mortgage, lien or encumbrance; (3) the amount of any such indebtedness or obligation that is unpaid; (4) whether any amount owed on any such indebtedness or obligation is or has been in arrears; (5) whether there is or has been any default with respect to any such mortgage, lien or encumbrance or the indebtedness or obligation secured thereby; and (6) any other information regarding such interest, claim, mortgage, lien or encumbrance or the indebtedness or obligation secured thereby which the Lender may request from time to time. This authorization shall be effective without any further action, notice, authorization or consent from the Grantor and shall remain in full force and effect for so long as this Mortgage remains unsatisfied and has not been released.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be

X2928011614117

**MORTGAGE
(Continued)**

Page 6

signed by whoever 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. With respect to interest (as defined by federal 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 Alabama without regard to its conflicts of law provisions. In all other respects, 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. The loan transaction that is evidenced by the Note and this Mortgage has been approved, made, and funded, and all necessary loan documents have been accepted by Lender in the State of Alabama.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless 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 does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage 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 inure 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 indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

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

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

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

Borrower. The word "Borrower" means JOYCE J HERNDON and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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 Superfund Amendments and Reauthorization 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 Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

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

Grantor. The word "Grantor" means JOYCE J HERNDON.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health 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, petroleum and petroleum by-products or any fraction thereof and asbestos.

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

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Agreement, together with interest on such amounts as provided in this Agreement, and any and all other present or future, direct or contingent liabilities or indebtedness of any person who signs the Note to the Lender of any nature whatsoever, whether classified as secured or unsecured, except that the word "Indebtedness" shall not include any debt subject to the disclosure requirements of the Federal Truth-in-Lending Act if, at the time such debt is incurred, any legally required disclosure of the lien afforded hereby with respect to such debt shall not have been made.

Lender. The word "Lender" means Regions Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

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

Note. The word "Note" means the promissory note dated January 13, 2020, in the original principal amount of **\$36,271.29** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Note is January 17, 2035.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. However, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance 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 "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean 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, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived

BK: 8241 PG: 530 Last Page

**MORTGAGE
(Continued)**

Page 7

from the Property.

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

GRANTOR:

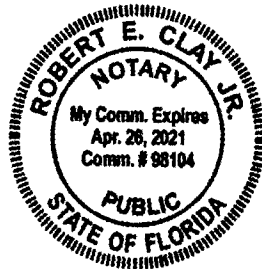
x JOYCE J HERNDON
 WITNESSES
 x Brandon Rogers
 x Vickie Henderson

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Florida
 COUNTY OF Escambia

)
) SS
)

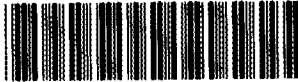
The foregoing instrument was acknowledged before me this 13th day of January, 2020
 by JOYCE J HERNDON, unmarried, who is personally known to me or who has produced Florida Drivers License as
 identification



[Signature]
 (Signature of Person Taking Acknowledgment)
Robert E Clay Jr
 (Name of Acknowledger Typed, Printed or Stamped)
Notary Public
 (Title or Rank)
9804
 (Serial Number, if any)

Originator Names and Nationwide Mortgage Licensing System and Registry IDs:Organization: **Regions Bank**NMLSR ID: **174490**Individual: **MATTHEW LADNIER**NMLSR ID: **1701204**

LaserPro, Ver 18.3.10.008 Copr. Finastra USA Corporation 1997, 2020. All Rights Reserved. - FLAIAL
 E:\sysapps\Harland\ALSCF\PLUG03.FC TR-1051173 PR-272



U07202504

1658 1/27/2020 81483220/1

X2020011614117

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**CERTIFICATE OF NOTICE OF MAILING
NOTICE OF APPLICATION FOR TAX DEED**

CERTIFICATE # 00062 of 2021

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on January 18, 2024, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

JOYCE POPE HERNDON REGIONS BANK
1620 WOODCHUCK AVE 201 MILAN PARKWAY
PENSACOLA, FL 32504 BIRMINGHAM, AL 35211

WITNESS my official seal this 18th day of January 2024.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON March 6, 2024, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That TLGFY LLC holder of Tax Certificate No. 00062, issued the 1st day of June, A.D., 2021 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG AT NW COR OF SEC 9 S 13 DEG 16 MIN E WITH W LI OF SEC 717 4/10 FT S 64 DEG E 3776 33/100 FT TO POB S 64 DEG E 191 67/100 FT S 26 DEG W 63 6/10 FT N 64 DEG W 191 67/100 FT N 26 DEG E 63 6/100 FT TO POB OR 10/310 P 308/854

SECTION 09, TOWNSHIP 1 S, RANGE 29 W

TAX ACCOUNT NUMBER 011054025 (0324-17)

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

JOYCE POPE HERNDON

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** Wednesday in the month of March, which is the **6th** day of March 2024.

Dated this 12th day of January 2024.

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

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON March 6, 2024, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That TLGFY LLC holder of Tax Certificate No. 00062, issued the 1st day of June, A.D., 2021 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG AT NW COR OF SEC 9 S 13 DEG 16 MIN E WITH W LI OF SEC 717 4/10 FT S 64 DEG E 3776 33/100 FT TO POB S 64 DEG E 191 67/100 FT S 26 DEG W 63 6/10 FT N 64 DEG W 191 67/100 FT N 26 DEG E 63 6/100 FT TO POB OR 10/310 P 308/854

SECTION 09, TOWNSHIP 1 S, RANGE 29 W

TAX ACCOUNT NUMBER 011054025 (0324-17)

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

JOYCE POPE HERNDON

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** Wednesday in the month of March, which is the **6th** day of March 2024.

Dated this 12th day of January 2024.

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.

Post Property:

1620 WOODCHUCK AVE 32504



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON March 6, 2024, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That TLGFY LLC holder of **Tax Certificate No. 00062**, issued the **1st** day of **June, A.D., 2021** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG AT NW COR OF SEC 9 S 13 DEG 16 MIN E WITH W LI OF SEC 717 4/10 FT S 64 DEG E 3776 33/100 FT TO POB S 64 DEG E 191 67/100 FT S 26 DEG W 63 6/10 FT N 64 DEG W 191 67/100 FT N 26 DEG E 63 6/100 FT TO POB OR 10/310 P 308/854

SECTION 09, TOWNSHIP 1 S, RANGE 29 W

TAX ACCOUNT NUMBER 011054025 (0324-17)

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

JOYCE POPE HERNDON

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** Wednesday in the month of March, which is the **6th** day of **March 2024**.

Dated this 12th day of January 2024.

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.

Personal Services:

JOYCE POPE HERNDON
1620 WOODCHUCK AVE
PENSACOLA, FL 32504

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By:
Emily Hogg
Deputy Clerk

ESCAMBIA COUNTY SHERIFF'S OFFICE
ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE

0324-17

Document Number: ECSO24CIV002614NON

Agency Number: 24-003057

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT NO 00062 2021

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE JOYCE POPE HERNDON

Defendant:

Type of Process: NOTICE OF APPLICATION OF TAX DEED

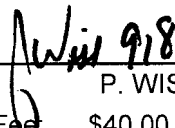
Non-Executed

Received this Writ on 1/19/2024 at 8:52 AM and after a diligent search in ESCAMBIA COUNTY, FLORIDA for JOYCE POPE HERNDON , Writ was returned to court UNEXECUTED on 1/22/2024 for the following reason:

HOUSE IS VACANT AT 1620 WOODCHUCK AVENUE. NO OTHER INFORMATION GAINED THROUGH DUE DILIGENCE EFFORTS.

CHIP W SIMMONS, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By: _____

 918

P. WISE, CPS

Service Fee: \$40.00
Receipt No: BILL

Printed By: TDH

003057

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON March 6, 2024, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That TLGFY LLC holder of Tax Certificate No. 00062, issued the 1st day of June, A.D., 2021 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG AT NW COR OF SEC 9 S 13 DEG 16 MIN E WITH W LI OF SEC 717 4/10 FT S 64 DEG E 3776 33/100 FT TO POB S 64 DEG E 191 67/100 FT S 26 DEG W 63 6/10 FT N 64 DEG W 191 67/100 FT N 26 DEG E 63 6/100 FT TO POB OR 10/310 P 308/854

SECTION 09, TOWNSHIP 1 S, RANGE 29 W

TAX ACCOUNT NUMBER 011054025 (0324-17)

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

JOYCE POPE HERNDON

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** Wednesday in the month of March, which is the **6th** day of March 2024.

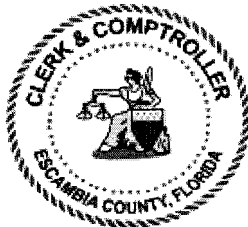
Dated this 12th day of January 2024.

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.

Personal Services:

JOYCE POPE HERNDON
1620 WOODCHUCK AVE
PENSACOLA, FL 32504

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By:
Emily Hogg
Deputy Clerk

003057
JAN 19 2024
3:58 PM
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON March 6, 2024, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That TLGFY LLC holder of **Tax Certificate No. 00062**, issued the **1st** day of **June, A.D., 2021** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG AT NW COR OF SEC 9 S 13 DEG 16 MIN E WITH W LI OF SEC 717 4/10 FT S 64 DEG E 3776 33/100 FT TO POB S 64 DEG E 191 67/100 FT S 26 DEG W 63 6/10 FT N 64 DEG W 191 67/100 FT N 26 DEG E 63 6/100 FT TO POB OR 10/310 P 308/854

SECTION 09, TOWNSHIP 1 S, RANGE 29 W

TAX ACCOUNT NUMBER 011054025 (0324-17)

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

JOYCE POPE HERNDON

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** Wednesday in the month of March, which is the **6th** day of March 2024.

Dated this 12th day of January 2024.

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.

Personal Services:

JOYCE POPE HERNDON
1620 WOODCHUCK AVE
PENSACOLA, FL 32504

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By:
Emily Hogg
Deputy Clerk

ESCAMBIA COUNTY SHERIFF'S OFFICE
ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE

0324-17

Document Number: ECSO24CIV002612NON

Agency Number: 24-003056

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT NO 00062 2021

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE JOYCE POPE HERNDON

Defendant:

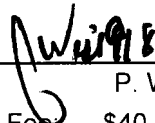
Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 1/19/2024 at 8:52 AM and served same at 8:42 AM on 1/22/2024 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY , the within named, to wit: , .

POSTED PROPERTY PER CLERK'S OFFICE INSTRUCTIONS

CHIP W SIMMONS, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By: _____



P. WISE, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: TDH

003056

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON March 6, 2024, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That TLGFY LLC holder of Tax Certificate No. 00062, issued the 1st day of June, A.D., 2021 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG AT NW COR OF SEC 9 S 13 DEG 16 MIN E WITH W LI OF SEC 717 4/10 FT S 64 DEG E 3776 33/100 FT TO POB S 64 DEG E 191 67/100 FT S 26 DEG W 63 6/10 FT N 64 DEG W 191 67/100 FT N 26 DEG E 63 6/100 FT TO POB OR 10/310 P 308/854

SECTION 09, TOWNSHIP 1 S, RANGE 29 W

TAX ACCOUNT NUMBER 011054025 (0324-17)

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

JOYCE POPE HERNDON

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** Wednesday in the month of March, which is the **6th** day of March 2024.

Dated this 12th day of January 2024.

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.

Post Property:

1620 WOODCHUCK AVE 32504



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

2024 JAN 19 PM 6:52
2024 JAN 19 PM 6:52

2024 JAN 19 PM 6:52

2024 JAN 19 PM 6:52

JOYCE POPE HERNDON [0324-17]
1620 WOODCHUCK AVE
PENSACOLA, FL 32504

9171 9690 0935 0128 0670 36

REGIONS BANK [0324-17]
201 MILAN PARKWAY
BIRMINGHAM, AL 35211

9171 9690 0935 0128 0670 43

Contact-
Family

Pam Childers

Clerk of the Circuit Court & Comptroller
Official Records
221 Palafox Place, Suite 110
Pensacola, FL 32502

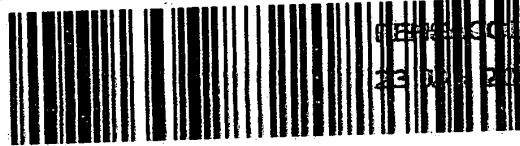
PAM CHILDERS
CLERK & COMPTROLLER
FILED

2024 FEB -1 A 11:27

ESCAMBIA COUNTY, FL

REGIONS BANK [0324-17]
201 MILAN PARKWAY
BIRMINGHAM, AL 35211

CERTIFIED MAIL™



9171 9690 0935 0128 0670 43

0324-17 A FL 325
23 FEB 2024 PM 2:12



quadiant

FIRST-CLASS MAIL
IMI

\$007.36⁰

01/23/2024 ZIP 32502
043M31219251

US POSTAGE

NIXIE 352 FEB 1 2024 17/29/24

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 32502583335 *2738-06689-23-41

UTF

0324-17 A FL 325
0324-17 A FL 325

Pam Childers
Clerk of the Circuit Court & Comptroller
Official Records
221 Palafox Place, Suite 110
Pensacola, FL 32502

PAM CHILDERS
CLERK & COMPTROLLER
FILED

JOYCE POPE HERNDON [0324-17]
1620 WOODCHUCK AVE
PENSACOLA, FL 32504

.. 9326090163214293

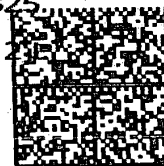
CERTIFIED MAIL™



9171 9690 0935 0128 0670 36

PENSACOLA FL 325

18 JAN 2024 PM 2:11



quadiant

FIRST-CLASS MAIL
IMI

\$007.18⁹

01/18/2024 ZIP 32502
043M31219251

US POSTAGE

NIXIE

322 FEB 1

0002/02/24

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 32502583535

*2738-01350-10-37

325032502583535



Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com

facebook.com/ECTaxCollector

twitter.com/escambiatc



SCAN TO PAY ONLINE

2023

REAL ESTATE

TAXES

Notice of Ad Valorem and Non-Ad Valorem Assessments

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
01-1054-025	06		091S291012000001

HERNDON JOYCE POPE
1620 WOODCHUCK AVE
PENSACOLA, FL 32504

PROPERTY ADDRESS:
1620 WOODCHUCK AVE

EXEMPTIONS:
HOMESTEAD EXEMPTION, WIDOW

PRIOR YEAR(S) TAXES OUTSTANDING

21 / 62

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	49,049	30,000	19,049	126.04
PUBLIC SCHOOLS					
BY LOCAL BOARD	1.9620	49,049	30,000	19,049	37.37
BY STATE LAW	3.1820	49,049	30,000	19,049	60.61
WATER MANAGEMENT	0.0234	49,049	30,000	19,049	0.45
SHERIFF	0.6850	49,049	30,000	19,049	13.05
M.S.T.U. LIBRARY	0.3590	49,049	30,000	19,049	6.84
ESCAMBIA CHILDRENS TRUST	0.4365	49,049	30,000	19,049	8.31

TOTAL MILLAGE 13.2644

AD VALOREM TAXES \$252.67

LEGAL DESCRIPTION

NON-AD VALOREM ASSESSMENTS

LEGAL DESCRIPTION	TAXING AUTHORITY	RATE	AMOUNT
BEG AT NW COR OF SEC 9 S 13 DEG 16 MIN E WITH W LI OF SEC 717 4/10 FT S 64 DEG E See Additional Legal on Tax Roll	FP FIRE PROTECTION		125.33
NON-AD VALOREM ASSESSMENTS			\$125.33

Pay online at EscambiaTaxCollector.com

Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS

\$378.00

If Paid By Please Pay	Feb 29, 2024 \$374.22	Mar 31, 2024 \$378.00			
--------------------------	--------------------------	--------------------------	--	--	--

RETAIN FOR YOUR RECORDS

2023 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

Make checks payable to:

Scott Lunsford, CFC
Escambia County Tax Collector

P.O. BOX 1312
PENSACOLA, FL 32591

Pay online at EscambiaTaxCollector.com

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT

AMOUNT IF PAID BY	Feb 29, 2024 374.22
AMOUNT IF PAID BY	Mar 31, 2024 378.00
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	

DO NOT FOLD, STAPLE, OR MUTILATE

ACCOUNT NUMBER

01-1054-025

PROPERTY ADDRESS

1620 WOODCHUCK AVE

HERNDON JOYCE POPE
1620 WOODCHUCK AVE
PENSACOLA, FL 32504

PRIOR YEAR(S) TAXES
OUTSTANDING

1 011054025 2023 8



Escambia
Sun Press
PUBLISHED WEEKLY SINCE 1948
(Warrington) Pensacola, Escambia County, Florida

STATE OF FLORIDA

County of Escambia

Before the undersigned authority personally appeared Michael P. Driver who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly newspaper published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a

NOTICE in the matter of TAX DEED SALE

DATE – 03-06-2024 – TAX CERTIFICATE #'S 00062

in the CIRCUIT Court

was published in said newspaper in the issues of

FEBRUARY 1, 8, 15, 22, 2024

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia and Santa Rosa Counties, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Digitally signed by Michael P Driver
DN: c=US, o=The Escambia Sun Press LLC,
dnQualifier=A01410D00000181FD1A68F30006C09B, cn=Michael P
Driver
Date: 2024.02.22 12:06:49 -06'00'

PUBLISHER

Sworn to and subscribed before me this 22ND day of FEBRUARY
A.D., 2024

Digitally signed by Heather Tuttle
DN: c=US, o=The Escambia Sun Press LLC,
dnQualifier=A01410C000001890CD5793600064AAE, cn=Heather Tuttle
Date: 2024.02.22 12:28:13 -06'00'

HEATHER TUTTLE
NOTARY PUBLIC



HEATHER TUTTLE
Notary Public, State of Florida
My Comm. Expires June 24, 2024
Commission No. HH4627

**NOTICE OF APPLICATION FOR
TAX DEED**

NOTICE IS HEREBY GIVEN, That TLGFY LLC holder of Tax Certificate No. 00062, issued the 1st day of June, A.D., 2021 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG AT NW COR OF SEC 9 S 13 DEG 16 MIN E WITH W LI OF SEC 717 4/10 FT S 64 DEG E 3776 33/100 FT TO POB S 64 DEG E 191 67/100 FT S 26 DEG W 63 6/10 FT N 64 DEG W 191 67/100 FT N 26 DEG E 63 6/100 FT TO POB OR 10/310 P 308/854 SECTION 09, TOWNSHIP 1 S, RANGE 29 W

TAX ACCOUNT NUMBER 011054025 (0324-17)

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

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 Wednesday in the month of March, which is the 6th day of March 2024.

Dated this 18th day of January 2024.

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
(SEAL)

By: Emily Hogg
Deputy Clerk

oaw-4w-02-01-08-15-22-2024

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

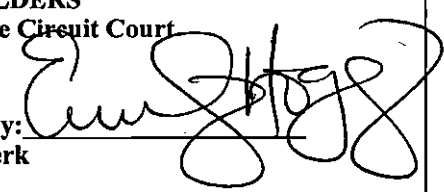
PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 011054025 Certificate Number: 000062 of 2021

Payor: BILLY POPE 2340 WYATT ST PENSACOLA FL 32514 Date 3/1/2024

Clerk's Check #	1	Clerk's Total	\$310.72 \$2,613.90
Tax Collector Check #	1	Tax Collector's Total	\$2,143.18
		Postage	\$14.80
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$2,685.70

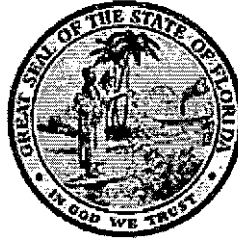
\$2,645.70

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 # 2021 TD 000062

Redeemed Date 3/1/2024

Name BILLY POPE 2340 WYATT ST PENSACOLA FL 32514

Clerk's Total = TAXDEED	\$510.72 \$2,613.90
Due Tax Collector = TAXDEED	\$2,143.18
Postage = TD2	\$14.80
ResearcherCopies = TD6	\$0.00
Release TDA Notice (Recording) = RECORD2	\$10.00
Release TDA Notice (Prep Fee) = TD4	\$7.00

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
------	--------	------	-------------	------------	------------

FINANCIAL SUMMARY

No Information Available - See Dockets



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 011054025 Certificate Number: 000062 of 2021

Redemption ☐ No ☒ Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="3/6/2024"/>	Redemption Date <input type="text" value="3/1/2024"/>
Months	8	8
Tax Collector	<input type="text" value="\$1,907.97"/>	<input type="text" value="\$1,907.97"/>
Tax Collector Interest	\$228.96	\$228.96
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$2,143.18	<input type="text" value="\$2,143.18"/> TC
Record TDA Notice	<input type="text" value="\$17.00"/>	<input type="text" value="\$17.00"/>
Clerk Fee	<input type="text" value="\$119.00"/>	<input type="text" value="\$119.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$200.00"/>	<input type="text" value="\$200.00"/>
App. Fee Interest	\$54.72	\$54.72
Total Clerk	\$510.72	<input type="text" value="\$510.72"/> CH
Release TDA Notice (Recording)	<input type="text" value="\$10.00"/>	<input type="text" value="\$10.00"/>
Release TDA Notice (Prep Fee)	<input type="text" value="\$7.00"/>	<input type="text" value="\$7.00"/>
Postage	<input type="text" value="\$14.80"/>	<input type="text" value="\$14.80"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$2,685.70	\$2,685.70
	Repayment Overpayment Refund Amount	\$0.00
Book/Page	<input type="text" value="9028"/>	<input type="text" value="394"/>

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 9028, Page 394, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 00062, issued the 1st day of June, A.D., 2021

TAX ACCOUNT NUMBER: 011054025 (0324-17)

DESCRIPTION OF PROPERTY:

BEG AT NW COR OF SEC 9 S 13 DEG 16 MIN E WITH W LI OF SEC 717 4/10 FT S 64 DEG E 3776
33/100 FT TO POB S 64 DEG E 191 67/100 FT S 26 DEG W 63 6/10 FT N 64 DEG W 191 67/100 FT N 26
DEG E 63 6/100 FT TO POB OR 10/310 P 308/854

SECTION 09, TOWNSHIP 1 S, RANGE 29 W

NAME IN WHICH ASSESSED: JOYCE POPE HERNDON

Dated this 1st day of March 2024.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk