

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2300379

To: Tax Collector of ESCAMBA COUNTY, Florida

I,

JUAN C CAPOTE
MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK
780 NW 42 AVE #300
MIAMI, FL 33126,

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
03-0927-085	2021/1001	06-01-2021	BEG AT SW COR LT 14 OLIVE HEIGHTS PB 2 P 69 S 90 DEG E ALG S LI OF LT BEING N R/W LI CAPITAL BLVD (66 FT R/W) 46 66/100 FT FOR POB CONT S 90 DEG E ALG S LI 46 66/100 FT N 00 DEG 04 MIN 30 SEC E 130 FT N 02 DEG 33 MIN 29 SEC E 101 10/100 FT TO N LI OF LT 14 N 90 DEG W ALG N LI 48 86/100 FT S 01 DEG 18 MIN 42 SEC W 101 03/100 FT S 0 DEG 04 MIN 30 SEC W 130 FT TO POB OR 4890 P 791

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
JUAN C CAPOTE
MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK
780 NW 42 AVE #300
MIAMI, FL 33126

04-26-2023
Application Date

Applicant's signature

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.	25,606.00
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>11/01/2023</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 SW COR LT 14 OLIVE HEIGHTS PB 2 P 69 S 90 DEG E ALG S LI OF LT BEING N R/W LI CAPITAL BLVD (66 FT R/W) 46 66/100 FT FOR POB CONT S 90 DEG E ALG S LI 46 66/100 FT N 00 DEG 04 MIN 30 SEC E 130 FT N 02 DEG 33 MIN 29 SEC E 101 10/100 FT TO N LI OF LT 14 N 90 DEG W ALG N LI 48 86/100 FT S 01 DEG 18 MIN 42 SEC W 101 03/100 FT S 0 DEG 04 MIN 30 SEC W 130 FT TO POB OR 4890 P 791



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

1123.444

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	JUAN C CAPOTE MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK 780 NW 42 AVE #300 MIAMI, FL 33126	Application date	Apr 26, 2023
Property description	KYLES TAMMY J 1200 CAPITAL BLVD PENSACOLA, FL 32505 1200 CAPITOL BLVD 03-0927-085 BEG AT SW COR LT 14 OLIVE HEIGHTS PB 2 P 69 S 90 DEG E ALG S LI OF LT BEING N RW LI CAPITAL BLVD (6 (Full legal attached.)	Certificate #	2021 / 1001
		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)
# 2021/1001	06/01/2021	526.70	26.34	553.04
→Part 2: Total*				553.04

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

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2022/1116	06/01/2022	543.10	6.25	27.16	576.51
Part 3: Total*					576.51

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)	1,129.55
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	480.65
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)	1,985.20

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. Cassidy Escambia, Florida
Signature, Tax Collector or Designee Date May 8th, 2023

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

+ \$6.25

Structural Elements

DECOR/MILLWORK-AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-VINYL SIDING
FLOOR COVER-CARPET
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-3
NO. STORIES-1
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-GABLE
STORY HEIGHT-0
STRUCTURAL FRAME-WOOD FRAME

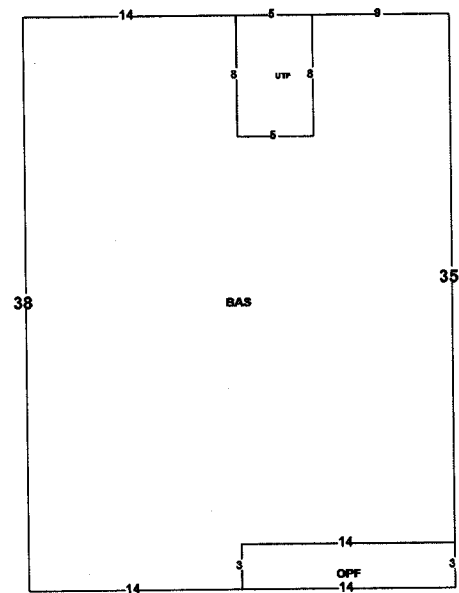


Areas - 1064 Total SF

BASE AREA - 982

OPEN PORCH FIN - 42

UTILITY FIN - 40



Images



9/30/2010 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:05/09/2023 (tc.4707)



Chris Jones Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

← Nav. Mode ● Account ○ Parcel ID →

Printer Friendly Version

General Information		Assessments				
Parcel ID:	261S302101001014	Year	Land	Imprv	Total	Cap Val
Account:	030927085	2022	\$4,418	\$85,232	\$89,650	\$51,212
Owners:	KYLES TAMMY J	2021	\$4,418	\$67,107	\$71,525	\$49,721
Mail:	1200 CAPITAL BLVD PENSACOLA, FL 32505	2020	\$4,418	\$59,472	\$63,890	\$49,035
Situs:	1200 CAPITOL BLVD 32505	Disclaimer				
Use Code:	SINGLE FAMILY RESID 🔑	Tax Estimator				
Taxing Authority:	COUNTY MSTU	File for New Homestead Exemption Online				
Tax Inquiry:	Open Tax Inquiry Window					
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data						2022 Certified Roll Exemptions	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	HOMESTEAD EXEMPTION	
04/2002	4890	791	\$65,600	WD		Legal Description 	
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						BEG AT SW COR LT 14 OLIVE HEIGHTS PB 2 P 69 S 90 DEG E ALG S LI OF LT BEING N R/W LI CAPITAL BLVD (66 FT R/W) 46...	
Extra Features						None	

Parcel Information	Launch Interactive Map
Section Map Id: 25-1S-30-1 Approx. Acreage: 0.2532 Zoned: HDMU Evacuation & Flood Information Open Report	View Florida Department of Environmental Protection(DEF) Data

Buildings
Address:1200 CAPITOL BLVD, Year Built: 2001, Effective Year: 2001, PA Building ID#: 56155

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2023037617 5/11/2023 1:27 PM
OFF REC BK: 8975 PG: 1484 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **MIKON FINANCIAL SERVICES INC AND OCEAN BANK** holder of **Tax Certificate No. 01001**, 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 SW COR LT 14 OLIVE HEIGHTS PB 2 P 69 S 90 DEG E ALG S LI OF LT BEING N R/W LI CAPITAL BLVD (66 FT R/W) 46 66/100 FT FOR POB CONT S 90 DEG E ALG S LI 46 66/100 FT N 00 DEG 04 MIN 30 SEC E 130 FT N 02 DEG 33 MIN 29 SEC E 101 10/100 FT TO N LI OF LT 14 N 90 DEG W ALG N LI 48 86/100 FT S 01 DEG 18 MIN 42 SEC W 101 03/100 FT S 0 DEG 04 MIN 30 SEC W 130 FT TO POB OR 4890 P 791

SECTION 26, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 030927085 (1123-66)

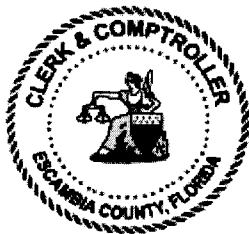
The assessment of the said property under the said certificate issued was in the name of

TAMMY J KYLES

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 November, which is the **1st day of November 2023**.

Dated this 10th day of May 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

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 8975, Page 1484, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 01001, issued the 1st day of June, A.D., 2021

TAX ACCOUNT NUMBER: 030927085 (1123-66)

DESCRIPTION OF PROPERTY:

BEG AT SW COR LT 14 OLIVE HEIGHTS PB 2 P 69 S 90 DEG E ALG S LI OF LT BEING N R/W LI
CAPITAL BLVD (66 FT R/W) 46 66/100 FT FOR POB CONT S 90 DEG E ALG S LI 46 66/100 FT N 00
DEG 04 MIN 30 SEC E 130 FT N 02 DEG 33 MIN 29 SEC E 101 10/100 FT TO N LI OF LT 14 N 90
DEG W ALG N LI 48 86/100 FT S 01 DEG 18 MIN 42 SEC W 101 03/100 FT S 0 DEG 04 MIN 30 SEC
W 130 FT TO POB OR 4890 P 791

SECTION 26, TOWNSHIP 1 S, RANGE 30 W

NAME IN WHICH ASSESSED: TAMMY J KYLES

Dated this 5th day of July 2023.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

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



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

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

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

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 030927085 Certificate Number: 001001 of 2021**

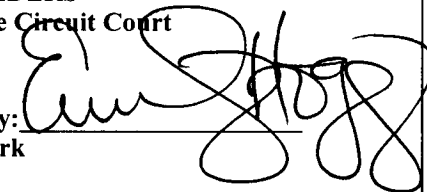
Payor: TAMMY JOHNSON 1200 CAPITAL BLVD PENSACOLA, FL 32505 Date 7/5/2023

Clerk's Check #	457104623	Clerk's Total	\$503.88
Tax Collector Check #	1	Tax Collector's Total	\$2,199.90
		Postage	\$60.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$2,780.78

\$2,237.30

\$2,254.30

**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
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 MIS
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 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 001001

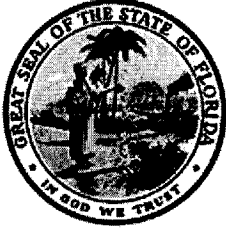
Redeemed Date 7/5/2023

Name TAMMY JOHNSON 1200 CAPITAL BLVD PENSACOLA, FL 32505

Clerk's Total = TAXDEED	\$503.88	\$ 2,237.30
Due Tax Collector = TAXDEED	\$2,199.90	
Postage = TD2	\$60.00	
ResearcherCopies = TD6	\$0.00	
Release TDA Notice (Recording) = RECORD2	\$10.00	
Release TDA Notice (Prep Fee) = TD4	\$7.00	

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
FINANCIAL SUMMARY					
No Information Available - See Dockets					



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 030927085 Certificate Number: 001001 of 2021

Redemption ☐ No ☒ Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 11/1/2023	Redemption Date 7/5/2023
Months	7	3
Tax Collector	\$1,985.20	\$1,985.20
Tax Collector Interest	\$208.45	\$89.33
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$2,199.90	\$2,080.78 TC
Record TDA Notice	\$17.00	\$17.00
Clerk Fee	\$119.00	\$119.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$200.00	\$200.00
App. Fee Interest	\$47.88	\$20.52
Total Clerk	\$503.88	\$476.52 CH
Release TDA Notice (Recording)	\$10.00	\$10.00
Release TDA Notice (Prep Fee)	\$7.00	\$7.00
Postage	\$60.00	\$0.00
Researcher Copies	\$0.00	\$0.00
Total Redemption Amount	\$2,780.78	\$2,574.30
	Repayment Overpayment Refund Amount	\$206.48
Book/Page	8975	1484



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 #: 03-0927-085 CERTIFICATE #: 2021-1001

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: August 2, 2003 to and including August 2, 2023 Abstractor: BYRON BROWN

BY

Michael A. Campbell,
As President
Dated: August 7, 2023

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

August 7, 2023

Tax Account #: **03-0927-085**

1. The Grantee(s) of the last deed(s) of record is/are: **TAMMY J. KYLES**

By Virtue of Special Warranty Deed recorded 4/23/2002 in OR 4890/791

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 Pensacola Habitat for Humanity, Inc. recorded 4/23/2002 OR 4890/794 together with Right of First Refusal OR 4890/810. Abstractor's Note: We find satisfaction of mortgage recorded OR 7962/1849 but it has the wrong book and page number for this mortgage so we have included grantee for notice.**
- b. **Mortgage in favor of Escambia County and City of Pensacola recorded 4/23/2002 OR 4890/800**

4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 03-0927-085

Assessed Value: \$51,212.00

Exemptions: HOMESTEAD

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

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

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

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

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: NOV 1, 2023

TAX ACCOUNT #: 03-0927-085

CERTIFICATE #: 2021-1001

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

YES	NO	
☐	☒	Notify City of Pensacola, P.O. Box 12910, 32521
☒	☐	Notify Escambia County, 190 Governmental Center, 32502
☒	☐	Homestead for <u>2022</u> tax year.

TAMMY J. KYLES	PENSACOLA HABITAT FOR HUMANITY, INC.
1200 CAPITAL BLVD	PO BOX 13204
PENSACOLA, FL 32505	PENSACOLA, FL 32591-3204

Certified and delivered to Escambia County Tax Collector, this 7th day of August, 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

August 7, 2023

Tax Account #:03-0927-085

LEGAL DESCRIPTION EXHIBIT "A"

BEG AT SW COR LT 14 OLIVE HEIGHTS PB 2 P 69 S 90 DEG E ALG S LI OF LT BEING N R/W LI CAPITAL BLVD (66 FT R/W) 46 66/100 FT FOR POB CONT S 90 DEG E ALG S LI 46 66/100 FT N 00 DEG 04 MIN 30 SEC E 130 FT N 02 DEG 33 MIN 29 SEC E 101 10/100 FT TO N LI OF LT 14 N 90 DEG W ALG N LI 48 86/100 FT S 01 DEG 18 MIN 42 SEC W 101 03/100 FT S 0 DEG 04 MIN 30 SEC W 130 FT TO POB OR 4890 P 791

SECTION 26, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 03-0927-085(1123-66)

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

OR BK 4890 PG0791
Escambia County, Florida
INSTRUMENT 2002-956389

DEED DOC STAMPS PD # ESC CO \$ 459.20
04/23/02 ERNIE LEE NICHOLS, CLERK
By: Silvia [Signature]

① Prepared by and Return to:
Chelsea Title
4300 Bayou Boulevard, Suite 17-E
Pensacola, Florida 32503
pursuant to issuance of title
insurance policy.
02-2876-1s

15.00
459.20

SPECIAL WARRANTY DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS INDENTURE made this 22nd Day of April, 2002 between PENSACOLA HABITAT FOR HUMANITY, INC., a Florida not-for-profit Corporation, party of the first part, whose mailing address is P. O. Box 13204, Pensacola, Florida 32591 and TAMMY J. KYLES, unmarried woman whose mailing address is 1200 CAPITAL BLVD. PENSACOLA FL 32505 Social Security Number: [REDACTED] party(ies) of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of TEN DOLLARS AND NO/100 DOLLARS, to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors and assigns, forever, the following described property, situate, lying and being in the County of ESCAMBIA, State of Florida, to wit:

--SEE ATTACHED EXHIBIT 'A' FOR LEGAL DESCRIPTION--

Grantor hereby warrants that the property described in this instrument is not the Constitutional Homestead of the Grantor as provided by the Florida Constitution.

Parcel I.D.# 26-1S-30-2101-000-013

During such time as the property described herein is used for a purpose for which assistance under the Housing Opportunity Program Extension Act of 1996, P.L. 104-120, was provided or for another purpose involving the provision of similar services or benefits, then no person having an interest in this property shall refuse service for or accommodation or other benefits to any person with respect to the property on account of the person's race, color, or national origin or otherwise engage in discrimination conduct of any kind on account of a person's race, color, or national origin with respect to the property. This covenant shall run with the land.

To have and to hold the same unto the said party of the second part in fee simple.

And the said party of the first part does hereby covenant with the said party of the second part, that except as above noted, that at the time of the delivery of this deed the premises were free from all encumbrances made by it, and that it will warrant and defend the same against the lawful claims and demands of all persons claiming by, through, or under him, but against none other.

Subject to taxes for the current year, zoning ordinances and restrictions, limitations and easements of record.

IN WITNESSETH WHEREOF, the undersigned has hereunto set the seal of the corporation on this.

Signed, sealed and Delivered in the presence of:

PENSACOLA HABITAT FOR HUMANITY, INC.

Witness: [Signature]
[Signature]

By: [Signature]
Betty H. Salter, President

Witness: [Signature]
Linda C. Stewart

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me on 22nd Day of April, 2002 by Betty H. Salter, President of PENSACOLA HABITAT FOR HUMANITY, INC. who executed the same on behalf of the Corporation, who is personally known to me.



Linda C. Stewart
MY COMMISSION # CC894117 EXPIRES
December 26, 2003
BONDED THRU TROY FAIR INSURANCE, INC.

[Signature]
Notary Public:

OR BK 4890 P60792
Escambia County, Florida
INSTRUMENT 2002-956389

File Number: 02-2876-Is

EXHIBIT - "A"

COMMENCING AT THE SOUTHWEST CORNER OF LOT 14, OLIVE HEIGHTS SUBDIVISION, A SUBDIVISION OF A PORTION OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 2, AT PAGE 69 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 90 DEGREES 00'00" EAST ALONG THE SOUTH LINE OF SAID LOT 14 ALSO BEING THE NORTH R/W LINE OF CAPITAL BOULEVARD (66' R/W), 46.66' TO AN IRON ROD AND CAP MARKED #3578 AND POINT OF BEGINNING; THENCE CONTINUE SOUTH 90 DEGREES 00'00" EAST ALONG SAID SOUTH LINE 46.66' TO AN IRON ROD AND CAP MARKED #3578; THENCE NORTH 00 DEGREES 04'30" EAST FOR 130.00' TO AN IRON ROD AND CAP MARKED #3578; THENCE NORTH 02 DEGREES 33'29" EAST FOR 101.10 FEET TO AN IRON ROD AND CAP MARKED #3578 ON THE NORTH LINE OF SAID LOT 14; THENCE NORTH 90 DEGREES 00'00" WEST ALONG SAID NORTH LINE 48.86' TO AN IRON ROD AND CAP MARKED #3578; THENCE SOUTH 01 DEGREES 18'42" WEST FOR 101.03 FEET TO AN IRON ROD AND CAP MARKED #3578; THENCE SOUTH 00 DEGREES 04'30" WEST FOR 130.00' TO THE POINT OF BEGINNING.

OR BK 4890 P60793
Escambia County, Florida
INSTRUMENT 2002-956389**RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. NOTE: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway: CAPITAL BLVD.Legal Address of Property: 1200 CAPITAL BLVD. PENSACOLA FL 32505The County (X) has accepted () has not accepted the abutting roadway for maintenance.This form completed by: Chelsea Title
4300 Bayou Blvd., #17E, Pensacola, FL 32503

AS TO SELLER(S):

Seller: PENSACOLA HABITAT FOR HUMANITY, INC. Witness: Linda C. StewartSeller: Betty G. Salk

Witness:

RCD Apr 23, 2002 08:52 am
Escambia County, FloridaERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-956389

AS TO BUYER(S):

Buyer: TAMMY J. KYLESWitness: Linda C. Stewart

Buyer:

Witness:

This form approved by the Escambia County Board of County Commissioners Effective 4/15/95

OR BK 4890 PG0794
Escambia County, Florida
INSTRUMENT 2002-956390

NTG DOC STAMPS PD @ ESC CO \$ 173.25

04/23/02 ERNIE LEE MAGAHA, CLERK

By: Saline Arnold

Instrument exempt from
Class C Intangible Tax
ERNIE LEE MAGAHA, CLERK

② This instrument prepared by:
Chelsea Title Agency
✓ 4300 Bayou Boulevard, Suite 17-E
Pensacola, Florida 32503
02-2876-ls
pursuant to issuance of title insurance policy.

28.50
173.25

MORTGAGE AND SECURITY INSTRUMENT

THIS MORTGAGE, (hereinafter "Mortgage"), is made and entered into this **22nd Day of April, 2002**, between the Mortgagor, **TAMMY J. KYLES**, unmarried woman (herein "Borrower"), and the Mortgagee, **PENSACOLA HABITAT FOR HUMANITY, INC.**, a Florida not for Profit Corporation, whose mailing address is P. O. Box 13204, Pensacola, Florida 32591-3204, (herein "Habitat").

WITNESSETH:

1.01 PREMISES. For and in consideration of an indebtedness from Borrower to Lender in the principal sum of Forty Nine Thousand Four Hundred Forty Four and 71/100 Dollars, (\$49,444.71), which indebtedness is evidenced by Borrower's Notes of even date herewith (herein "Notes") between Borrower and Habitat. In order to secure the indebtedness and other obligations of Borrower hereinafter set forth, Borrower does hereby grant, bargain, sell, convey, assign, transfer, pledge and set over unto Lender and the successors, successors in title, and assigns of Lender all of the following land and interest in land estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances, and appurtenances (herein referred to individually and collectively as the "Premises").

A. LAND. All those certain tracts, pieces or parcels of land (herein "Property") located in the County of ESCAMBIA, State of Florida, described as follows:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 14, OLIVE HEIGHTS SUBDIVISION, A SUBDIVISION OF A PORTION OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 2, AT PAGE 69 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 90 DEGREES 00'00" EAST ALONG THE SOUTH LINE OF SAID LOT 14 ALSO BEING THE NORTH R/W LINE OF CAPITAL BOULEVARD (66' R/W), 46.66' TO AN IRON ROD AND CAP MARKED #3578 AND POINT OF BEGINNING; THENCE CONTINUE SOUTH 90 DEGREES 00'00" EAST ALONG SAID SOUTH LINE 46.66' TO AN IRON ROD AND CAP MARKED #3578; THENCE NORTH 00 DEGREES 04'30" EAST FOR 130.00' TO AN IRON ROD AND CAP MARKED #3578; THENCE NORTH 02 DEGREES 33'29" EAST FOR 101.10 FEET TO AN IRON ROD AND CAP MARKED #3578 ON THE NORTH LINE OF SAID LOT 14; THENCE NORTH 90 DEGREES 00'00" WEST ALONG SAID NORTH LINE 48.86' TO AN IRON ROD AND CAP MARKED #3578; THENCE SOUTH 01 DEGREES 18'42" WEST FOR 101.03 FEET TO AN IRON ROD AND CAP MARKED #3578; THENCE SOUTH 00 DEGREES 04'30" WEST FOR 130.00' TO THE POINT OF BEGINNING.

THIS MORTGAGE IS EXEMPT FROM INTANGIBLE TAX PURSUANT TO SECTION 199.183 F.S.

B. APPURTANCES. All easements, right-of-way(s), strips and gores of land, vaults, streets, ways, alleys, and passages, sewer rights water rights and powers, minerals, flowers, shrubs, trees, and other emblements now or hereafter located on the land or under or above the same or any part or parcel thereof and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenance, reversions and remainders, whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower (hereinafter sometimes referred to as "Appurtenances").

1.01 WARRANTIES OF TITLE: Borrower covenants that Borrower is lawfully seized and possessed of the Premises as aforesaid, and has a good right to convey the same are unencumbered, and that Borrower does warrant and will forever defend the title thereto against the claims of all persons whomsoever.

1.03 INDEBTEDNESS: This Mortgage is given to secure the performance of all obligations set forth herein and the following described Indebtedness:

A. The debt evidenced by the Promissory Notes referred to in Paragraph 1.01, together with any and all renewals, modifications, consolidations and extensions of the Indebtedness evidenced by the Notes;

DR BK 4890 PG0799
Escambia County, Florida
INSTRUMENT 2002-956390

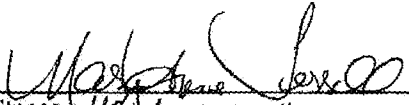
permitted by law.

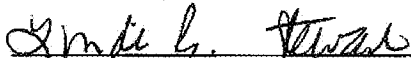
4.03 APPLICABLE LAW. This instrument shall be governed by and construed in accordance with the laws of the State of Florida.

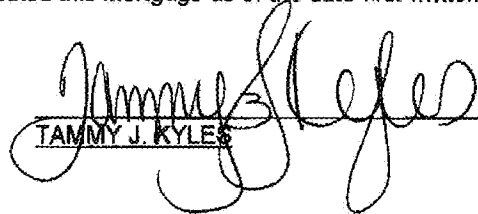
4.04 TIME OF ESSENCE. Time is of the essence with respect to each and every covenant, agreement and obligation of Borrower under this mortgage, the notes and any and all other instruments now or hereafter evidencing, securing or otherwise relating to the indebtedness.

4.05 ATTORNEY'S FEES. The enforcement of the Notes, this Mortgage or any other obligation evidencing, securing or otherwise relating to the indebtedness, Lender shall be entitled to recover from Borrower all costs and reasonable attorney's fees. The meaning of the terms "legal fees" or "attorney's fees" or other references to the fees of attorneys or counsel, wherever used in this Mortgage, shall be deemed to include, without limitation, all reasonable legal fees relating to litigation or appeals at any and all levels of courts and administrative tribunals.

IN WITNESS WHEREOF, Borrower has executed this Mortgage as of the date first written above.


Witness: Mary Anne Tzorell


Witness: Linda C. Stewart


TAMMY J. KYLES

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Sworn to and subscribed before me this 22nd Day of April, 2002 by TAMMY J. KYLES, unmarried woman , who produced a drivers license as identification.

(seal)


Notary Public Linda C. Stewart



Linda C. Stewart
MY COMMISSION # CC894117 EXPIRES
December 26, 2003
BONDED THRU TROY FAYN INSURANCE, INC.

RCD Apr 23, 2002 08:52 am
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-956390

4
✓
15.00
PREPARED BY AND RETURN TO:
Chelsea Title Agency of NW Florida, Inc.
4300 Bayou Blvd., #17E
Pensacola, FL 32503
pursuant to issuance of title insurance policy.
CTA File #02-2876-1s

RIGHT OF FIRST REFUSAL

This right of first refusal is made and granted by TAMMY J. KYLES, ("Purchaser") for the benefit of Pensacola Habitat for Humanity, Inc. ("Habitat").

WHEREAS, Purchaser has purchased the following described real property (the "Real Estate") from Habitat

"See attached Exhibit "A" for Legal Description"

WHEREAS, as a condition of said sale, Purchaser has agreed to grant to Habitat a right of first refusal in the Real Estate in the event that Purchaser desires to sell the Real Estate within fifteen (15) years;

NOW, THEREFORE, Purchaser and Habitat agree as follows:

1. Grant of Right of First Refusal. Purchaser hereby agrees that in the event Purchaser desires to sell or refinance the Real Estate at any time prior to fifteen (15) years from the date hereof, Purchaser must first offer to sell the Real Estate to Habitat pursuant to the terms of conditions of the Right of First Refusal. The offer to Habitat (the "Offer") shall be made in writing and shall be made more than sixty (60) days before Purchaser accepts any offer to purchase from any third party. Habitat shall have sixty (60) days from the date of receipt of the Offer to accept or reject said Offer.

2. Purchase Price. The Purchase Price for the Real Estate when offered to Habitat under this Right of Refusal shall not exceed 65,538.21.

3. Closing. In the event that Habitat accepts the Offer under this Right of First Refusal, the transaction shall be closed at the office of Chelsea Title, on or before sixty (60) days from the date of acceptance of the Offer.

4. Taxes, Special Assessments and Other Pro-rations. General taxes on the Real Estate levied in the year of closing shall be prorated at the year of closing on the basis of the net general taxes for the preceding year. Any and all other liabilities and expenses accrued and unpaid, or otherwise attributable to the ownership and operation of the Real Estate, up to and including the closing date, shall remain the responsibility of the Purchaser.

5. Conveyance of Title. On the closing date, Purchaser shall deliver to Habitat a duly executed Warranty Deed for the Real Estate free and clear of all liens and encumbrances, except municipal and zoning ordinances, recorded easements on the Real Estate, recording building and use restrictions and covenants.

6. Obligations of Purchaser before Closing. Purchaser covenants to Habitat that subsequent to the acceptance of the Offer, but at least five (5) days prior to closing, it shall deliver to Habitat a copy of the real estate tax bill and receipt for the preceding/ tax year showing payment.

7. Notices. All Notices required under this Agreement shall be sent via registered or certified mail, return receipt requested, postage prepaid and addressed to the party to be notified as follows:

Purchaser: TAMMY J. KYLES
1200 CAPITAL BLVD.
PENSACOLA, FL 32505

Habitats: PENSACOLA HABITAT FOR HUMANITY, INC.
P.O. BOX 13204
PENSACOLA, FLORIDA 32591-3204

8. Effect of the Conveyance Contrary to the Agreement. Any conveyance of the Real Estate contrary to this agreement shall be null and void. In the event of such conveyance, Habitat shall have the option, at anytime within three (3) years of actual Notice of such a conveyance to purchase the Real Estate from the title holder of record pursuant to the terms and conditions of this Right of First Refusal.

9. Benefit. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto, their successors, assigns and representatives.

IN WITNESS WHEREOF, the party(ies) has/have caused the Agreement to be executed in Pensacola, Escambia County, Florida, as of the day and year first above written.

Purchaser:

Tammy J. Kyles
TAMMY J. KYLES

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to and acknowledged before me this 22nd Day of April, 2002, by TAMMY J. KYLES who has produced a drivers license as identification or who is personally known to me.

Linda C. Stewart

NOTARY PUBLIC

Printed Name:

Commission No.:

My Commission expires



Linda C. Stewart
MY COMMISSION # CC894117 EXPIRES
December 26, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

PENSACOLA HABITAT FOR HUMANITY, INC.

By:

Betty H. Salter
Betty H. Salter, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to and acknowledged before me this 22nd Day of April, 2002, by Betty H. Salter, as President, of PENSACOLA HABITAT FOR HUMANITY, INC. who has produced a drivers license as identification or who is personally known to me.

Linda C. Stewart

NOTARY PUBLIC

Printed Name:

Commission No.:

My commission expires



Linda C. Stewart
MY COMMISSION # CC894117 EXPIRES
December 26, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

File Number: 02-2876-Is

EXHIBIT - "A"

COMMENCING AT THE SOUTHWEST CORNER OF LOT 14, OLIVE HEIGHTS SUBDIVISION, A SUBDIVISION OF A PORTION OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 2, AT PAGE 69 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 90 DEGREES 00'00" EAST ALONG THE SOUTH LINE OF SAID LOT 14 ALSO BEING THE NORTH R/W LINE OF CAPITAL BOULEVARD (66' R/W), 46.66' TO AN IRON ROD AND CAP MARKED #3578 AND POINT OF BEGINNING; THENCE CONTINUE SOUTH 90 DEGREES 00'00" EAST ALONG SAID SOUTH LINE 46.66' TO AN IRON ROD AND CAP MARKED #3578; THENCE NORTH 00 DEGREES 04'30" EAST FOR 130.00' TO AN IRON ROD AND CAP MARKED #3578; THENCE NORTH 02 DEGREES 33'29" EAST FOR 101.10 FEET TO AN IRON ROD AND CAP MARKED #3578 ON THE NORTH LINE OF SAID LOT 14; THENCE NORTH 90 DEGREES 00'00" WEST. ALONG SAID NORTH LINE 48.86' TO AN IRON ROD AND CAP MARKED #3578; THENCE SOUTH 01 DEGREES 18'42" WEST FOR 101.03 FEET TO AN IRON ROD AND CAP MARKED #3578; THENCE SOUTH 00 DEGREES 04'30" WEST FOR 130.00' TO THE POINT OF BEGINNING.

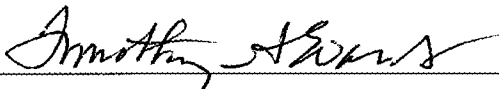
RCD Apr 23, 2002 08:52 am
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-956392

State of Florida
COUNTY OF Escambia

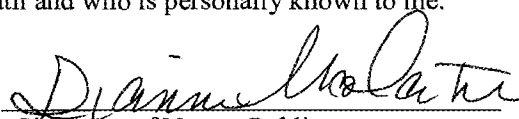
We the undersigned owner of a mortgage (and the indebtedness secured thereby) made by: Tammy J. Kyles, unmarried woman, to Pensacola Habitat for Humanity, Inc., for \$65,538.21 on the 22nd day of April, 2002, in O.R./Mortgage Book No. 4890 Page No. 791 of the records of above County, do hereby acknowledge that the said indebtedness has been paid, and do hereby cancel the said mortgage.

Pensacola Habitat for Humanity, Inc.

By: 
Timothy H. Evans, its Executive Director

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 5th day of September, 2018, by Timothy H. Evans, Executive Director of Pensacola Habitat for Humanity, Inc., a not for profit corporation, who did not take an oath and who is personally known to me.


Signature of Notary Public

Name of Notary Printed _____

My Commission Expires: _____

Commission Number: _____



DIANNE MCMASTER
MY COMMISSION # GG 064504
EXPIRES: June 23, 2021
Bonded Thru Budget Notary Services

This Instrument prepared by:
Pensacola Habitat for Humanity, Inc.
P. O. Box 13204
Pensacola, FL 32591-3204

OR BK 4890 PG0800
Escambia County, Florida
INSTRUMENT 2002-956391

③
#02-2876-LS

THIS INSTRUMENT PREPARED BY:
STEPHEN R. MOORHEAD, ESQUIRE *per 46.50*
McDonald, Fleming, Moorhead
& Ferguson, Attorneys at Law
4300 Bayou Blvd., Suites 12&13
Pensacola, Florida 32503
(904) 477-0660

Instrument exempt from
Class C Intangible Tax
ERNIE LEE MAGAHA, CLERK

✓ RETURN TO: Chelsea Title
4300 Bayou Blvd., #17E,
Pensacola, FL 32503

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE (hereinafter referred to as to "Mortgage"), is made and entered into this 22nd day of April, 2002, between the Mortgagor, **TAMMY J. KYLES** *(herein "Borrower"), and the Mortgagee, **ESCAMBIA COUNTY**, a political subdivision of the State of Florida, and the **CITY OF PENSACOLA**, a municipality chartered in the State of Florida, whose address for purposes of this Mortgage and Security Agreement is 223 Palafox Place, Pensacola, Florida 32597, (hereafter Escambia County and the City of Pensacola shall be referred to collectively as "Mortgagee").

*unmarried woman

W I T N E S S E T H :

1.01 PREMISES. For and in consideration of an Indebtedness from Borrower to Lender in the principal sum of Ten Thousand and No/100 Dollars (\$10,000.00), which Indebtedness is evidenced by the Agreement for Participation in the Escambia/Pensacola SHIP Affordable Homeownership Project ("Loan Agreement") and Borrower's Note of even date herewith (herein "Note"). In order to secure the Indebtedness and other obligations of Borrower hereinafter set forth, Borrower does hereby grant, bargain, sell, convey, assign, transfer, pledge and set over unto Mortgagee and the successors, successors in title, and assigns of Mortgagee all of the following land and interest in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances, and appurtenances (herein referred to individually and collectively as the "Premises").

A. LAND. All those certain tracts, pieces or parcels of land (herein "Property") located in the County of Escambia, State of Florida, described as follows:

See Exhibit "A"

B. APPURTENANCES. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys and passages, sewer rights, water rights and powers, minerals, flowers, shrubs, trees and other emblements now or hereafter located on the land or under or above the same or any part of parcel thereof and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions and remainders, whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower (hereinafter sometimes referred to as "Appurtenances").

SECTION 159.621, F.S. EXEMPTS NOTES AND MORTGAGES
FROM THE DOCUMENTARY STAMP TAX IMPOSED BY CHAPTER
201, F.S., AND FROM INTANGIBLE TAX IMPOSED BY
PART 11, CH. 199, F.S., WITH RESPECT TO THOSE
NOTES AND MORTGAGES USED TO SECURE REPAYMENT OF
SHIP FUNDS.

OR BK 4890 P60801
Escambia County, Florida
INSTRUMENT 2002-956391

1.02 WARRANTIES OF TITLE. Borrower covenants that Borrower is lawfully seized and possessed of the Premises as aforesaid, and has a good right to convey the same, that the same are unencumbered, and that the Borrower does warrant and will forever defend the title thereto against the claims of all persons whomsoever.

Lender acknowledges that the property is subject to a first mortgage in favor of PENSACOLA HABITAT FOR HUMANITY, INC. in the amount of \$49,444.71 and that this mortgage is subordinate the inferior to said mortgage (such mortgage shall be hereinafter referred to as the "first mortgage").

1.03 INDEBTEDNESS. This Mortgage is given to secure the performance of all obligations set forth herein and the following described Indebtedness:

A. The debt evidenced by the Promissory Note referred to in Paragraph 1.01, together with any and all renewals, modifications, consolidations and extension of the Indebtedness evidenced by the Note;

B. Any and all additional advances made by Mortgagee to protect or preserve the Premises or the security interest created hereby on the Premises, or for taxes, assessments or insurance premiums as hereinafter provided or for performance of any of Borrower's obligations hereunder provided or for performance of any of Borrower's obligations hereunder or for any other purpose provided herein (whether or not Borrower remains the owner of the Premises at the time of such advances); and

Provided, always, and it is the true intent and meaning of the parties to these presents, that when Borrower, his successors or assigns, shall pay or cause to be paid to Mortgagee, his successors or assigns, the Indebtedness according to the conditions and agreements of the Note and *of this Mortgage, and shall perform all of the obligations according to the true intent and meaning of the Note and this Mortgage and the conditions thereunder and hereunder, then this Mortgage shall cease, determine and be null and void; otherwise this Mortgage shall remain in full force and effect.

COVENANTS AND AGREEMENTS

2.01 PAYMENT OF INDEBTEDNESS. Borrower shall pay the Note according to the tenure thereof and the remainder of the Indebtedness promptly as the same shall become due and payable in accordance with the terms of the Note.

2.02 TAXES, LIENS AND OTHER CHARGES.

A. Borrower shall pay, on or before the due date thereof, all taxes, assessments, levies, license fees, permit fees and other charges (in each case whether general or special, ordinary or extraordinary, foreseen or unforeseen) of every character whatsoever (including all penalties and interest thereon) now or hereafter levied, assessed, confirmed or imposed on, or in respect of, or which may be a lien upon, the Premises or any part thereof, or any estate, right or interest

OR BK 4890 PG0808
Escambia County, Florida
INSTRUMENT 2002-956391

IN WITNESS WHEREOF, Borrower has executed this Mortgage as of the date first above written.

Signed, sealed and delivered
in the presence of

[Signature]
Print Name Linda C. Stewart

[Signature]
Print Name LINDA C. STEWART

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BORROWER(S):

BY: [Signature]
Print Name: TAMMY J. KYLES

BY: N/A

Print Name: _____

The foregoing instrument was acknowledged before me this 22nd day of April, 2002 by TAMMY J. KYLES, unmarried woman, who is (are) Habitat/SHIP Program Homebuyer(s), who did not take an oath and who:

is/are personally known to me.
☒ produced current Florida driver's license as identification.
produced current _____ as identification.

[Signature]
Signature of Notary Public

(Notary Seal must be affixed)

LINDA C. STEWART
Name of Notary Printed
My Commission Expires: _____
Commission Number: _____



Linda C. Stewart
MY COMMISSION # CC894117 EXPIRES
December 26, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

DR BK 4890 PG 0809
Escambia County, Florida
INSTRUMENT 2002-956391

File Number: 02-2876-Is

EXHIBIT - "A"

COMMENCING AT THE SOUTHWEST CORNER OF LOT 14, OLIVE HEIGHTS SUBDIVISION, A SUBDIVISION OF A PORTION OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 2, AT PAGE 69 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 90 DEGREES 00'00" EAST ALONG THE SOUTH LINE OF SAID LOT 14 ALSO BEING THE NORTH R/W LINE OF CAPITAL BOULEVARD (66' R/W), 46.66' TO AN IRON ROD AND CAP MARKED #3578 AND POINT OF BEGINNING; THENCE CONTINUE SOUTH 90 DEGREES 00'00" EAST ALONG SAID SOUTH LINE 46.66' TO AN IRON ROD AND CAP MARKED #3578; THENCE NORTH 00 DEGREES 04'30" EAST FOR 130.00' TO AN IRON ROD AND CAP MARKED #3578; THENCE NORTH 02 DEGREES 33'29" EAST FOR 101.10 FEET TO AN IRON ROD AND CAP MARKED #3578 ON THE NORTH LINE OF SAID LOT 14; THENCE NORTH 90 DEGREES 00'00" WEST ALONG SAID NORTH LINE 48.86' TO AN IRON ROD AND CAP MARKED #3578; THENCE SOUTH 01 DEGREES 18'42" WEST FOR 101.03 FEET TO AN IRON ROD AND CAP MARKED #3578; THENCE SOUTH 00 DEGREES 04'30" WEST FOR 130.00' TO THE POINT OF BEGINNING.

RCD Apr 23, 2002 08:52 am
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-956391