

Applicant's signature

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2300268

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

TLOA OF FLORIDA LLC
TLOA OF FLORIDA LLC FOR SECURED PARTY
PO BOX 669488
DALLAS, TX 75266-9488,

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
03-1488-000	2021/1087	06-01-2021	BEGIN AT SE COR OF LT 30 WLY ALG S LI OF LT 30 FOR 94 FT NLY DEFLECTING AT AN ANGLE 91 DEG 10 MIN TO THE RT 130 31/100 FT ELY DEFLECTING AT AN ANG OF 87 DEG 22 MIN TO RT 94 98/100 FT TO E LINE OF LOT 30 SLY ALG E LI 49 5/10 FT WLY AT RT ANG 7 FT SLY AT RT ANG 83 8/100 FT TO POB OAKFIELD ESTATES PB 5 P 5 SEC 27/28/38 T 1S R 30 OR 142 P 265 AND BEG AT SW COR LT 30 FOR POB NLY ALG W LI OF LT 128 5/10 FT RUN A STRAIGHT LI TO NW COR OF MCARTHUR PROPERTY DESC IN OR 142 P 265 SLY ALG W BOUNDARY LI OF SD PROPERTY TO INTER OF S BOUNDARY LI OF LOT 30 WLY ALG BOUNDARY LI OF LOT TO POB OR 490 P 501 OR 3413 P 188 OR 6129 P 278

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
TLOA OF FLORIDA LLC
TLOA OF FLORIDA LLC FOR SECURED PARTY
PO BOX 669488
DALLAS, TX 75266-9488

04-25-2023
Application Date

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>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.

BEGIN AT SE COR OF LT 30 WLY ALG S LI OF LT 30 FOR 94 FT NLY DEFLECTING AT AN ANGLE 91 DEG 10 MIN TO THE RT 130 31/100 FT ELY DEFLECTING AT AN ANG OF 87 DEG 22 MIN TO RT 94 98/100 FT TO E LINE OF LOT 30 SLY ALG E LI 49 5/10 FT WLY AT RT ANG 7 FT SLY AT RT ANG 83 8/100 FT TO POB OAKFIELD ESTATES PB 5 P 5 SEC 27/28/38 T 1S R 30 OR 142 P 265 AND BEG AT SW COR LT 30 FOR POB NLY ALG W LI OF LT 128 5/10 FT RUN A STRAIGHT LI TO NW COR OF MCARTHUR PROPERTY DESC IN OR 142 P 265 SLY ALG W BOUNDARY LI OF SD PROPERTY TO INTER OF S BOUNDARY LI OF LOT 30 WLY ALG BOUNDARY LI OF LOT TO POB OR 490 P 501 OR 3413 P 188 OR 6129 P 278



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

1123.39

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	TLOA OF FLORIDA LLC TLOA OF FLORIDA LLC FOR SECURED PARTY PO BOX 669488 DALLAS, TX 75266-9488	Application date	Apr 25, 2023
Property description	MCARTHUR LENNIE A EST OF TRUSTEES FOR MCARTHUR VESTER & C/O RILEY FOWLER & TRINITY FOW 6051 ARCTIC ST PENSACOLA, FL 32503 6051 ARCTIC ST 03-1488-000 BEGIN AT SE COR OF LT 30 WLY ALG S LI OF LT 30 FOR 94 FT NLY DEFLECTING AT AN ANGLE 91 DEG 10 MIN TO (Full legal attached.)	Certificate #	2021 / 1087
		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)
# 2021/1087	06/01/2021	518.10	25.91	544.01
→ Part 2: Total*				544.01

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)
# 2022/1204	06/01/2022	2,034.14	6.25	101.71	2,142.10
Part 3: Total*					2,142.10

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)	2,686.11
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	2,052.76
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)	5,113.87

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
Signature, Tax Collector or Designee

Escambia, Florida
Date May 5th, 2023

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

+ \$6.25



Chris Jones Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)

◀ Nav. Mode ● Account ○ Parcel ID ▶

[Printer Friendly Version](#)

General Information Parcel ID: 271S301204000300 Account: 031488000 Owners: MCARTHUR LENNIE A EST OF TRUSTEES FOR MCARTHUR VESTER & LENNIE LIVING TRUST Mail: C/O RILEY FOWLER & TRINITY FOWLER 6051 ARCTIC ST PENSACOLA, FL 32503 Situs: 6051 ARCTIC ST 32503 Use Code: SINGLE FAMILY RESID 🔍 Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector					Assessments <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2022</td> <td>\$24,368</td> <td>\$121,607</td> <td>\$145,975</td> <td>\$135,141</td> </tr> <tr> <td>2021</td> <td>\$24,368</td> <td>\$98,488</td> <td>\$122,856</td> <td>\$122,856</td> </tr> <tr> <td>2020</td> <td>\$24,368</td> <td>\$91,383</td> <td>\$115,751</td> <td>\$79,248</td> </tr> </tbody> </table> <div style="text-align: center;"> Disclaimer Tax Estimator File for New Homestead Exemption Online </div>					Year	Land	Imprv	Total	Cap Val	2022	\$24,368	\$121,607	\$145,975	\$135,141	2021	\$24,368	\$98,488	\$122,856	\$122,856	2020	\$24,368	\$91,383	\$115,751	\$79,248										
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07/1993	3413	188	\$100	QC	📄																																		
Parcel Information <div style="float: right;">Launch Interactive Map</div> <div style="clear: both;"></div> <div style="display: flex;"> <div style="flex: 1;"> Section Map Id: 27-1S-30-1 Approx. Acreage: 0.6292 Zoned: 🔍 HDMU Evacuation & Flood Information Open Report </div> <div style="flex: 2;"> </div> </div> <div style="text-align: center; margin-top: 10px;"> View Florida Department of Environmental Protection (DEP) Data </div>																																							

Buildings

Address: 6051 ARCTIC ST, Year Built: 1964, Effective Year: 1964, PA Building ID#: 56739

Structural Elements

DECOR/MILLWORK-AVERAGE

DWELLING UNITS-1

EXTERIOR WALL-BRICK-FACE/VENEER

EXTERIOR WALL-SIDING-SHT.AVG.

FLOOR COVER-CARPET

FOUNDATION-SLAB ON GRADE

HEAT/AIR-CENTRAL H/AC

INTERIOR WALL-DRYWALL-PLASTER

NO. PLUMBING FIXTURES-5


NO. STORIES-1

ROOF COVER-DIMEN/ARCH SHNG

ROOF FRAMING-GABL/HIP COMBO

STORY HEIGHT-0

STRUCTURAL FRAME-WOOD FRAME

 Areas - 2502 Total SF

BASE AREA - 1263

BASE SEMI FIN - 351

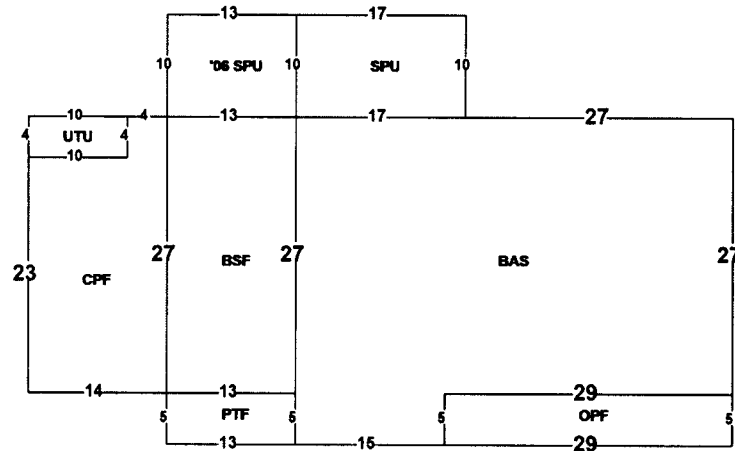
CARPORT FIN - 338

OPEN PORCH FIN - 145

PATIO FINISHED - 65

SCRN PORCH UNF - 300

UTILITY UNF - 40



Images



2/21/2019 12:00:00 AM

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

Last Updated: 05/08/2023 (tc.12427)

LEGAL DESCRIPTION

BEGIN AT SE COR OF LT 30 WLY ALG S LI OF LT 30 FOR 94 FT NLY DEFLECTING AT AN ANGLE 91 DEG 10 MIN TO THE RT 130 31/100 FT ELY DEFLECTING AT AN ANG OF 87 DEG 22 MIN TO RT 94 98/100 FT TO E LINE OF LOT 30 SLY ALG E LI 49 5/10 FT WLY AT RT ANG 7 FT SLY AT RT ANG 83 8/100 FT TO POB OAKFIELD ESTATES PB 5 P 5 SEC 27/28/38 T 1S R 30 OR 142 P 265 AND BEG AT SW COR LT 30 FOR POB NLY ALG W LI OF LT 128 5/10 FT RUN A STRAIGHT LI TO NW COR OF MCARTHUR PROPERTY DESC IN OR 142 P 265 SLY ALG W BOUNDARY LI OF SD PROPERTY TO INTER OF S BOUNDARY LI OF LOT 30 WLY ALG BOUNDARY LI OF LOT TO POB OR 490 P 501 OR 3413 P 188 OR 6129 P 278

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **TLOA OF FLORIDA LLC** holder of **Tax Certificate No. 01087**, 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:

(see attached)

SECTION 27, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 031488000 (1123-39)

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

EST OF LENNIE A MCARTHUR TRUSTEES and VESTER & LENNIE MCARTHUR LIVING TRUST

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

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: 031488000 Certificate Number: 001087 of 2021**

Payor: HARVESTERS CREDIT UNION PO BOX 5 CANTONMENT FL 32533 Date 8/11/2023

Clerk's Check #	4462341091	Clerk's Total	\$503.88
Tax Collector Check #	1	Tax Collector's Total	\$5,637.08
		Postage	\$60.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$6,237.96

\$5,590.31

\$5,607.31

**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
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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 001087

Redeemed Date 8/11/2023

Name HARVESTERS CREDIT UNION PO BOX 5 CANTONMENT FL 32533

Clerk's Total = TAXDEED	\$503.88	\$5,590.31
Due Tax Collector = TAXDEED	\$5,087.08	
Postage = TD2	\$60.00	
ResearcherCopies = TD6	\$0.00	
Release TDA Notice (Recording) = RECORD2	\$10.00	
Release TDA Notice (Prep Fee) = TD4	\$7.00	

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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FINANCIAL SUMMARY

No Information Available - See Dockets




PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 031488000 Certificate Number: 001087 of 2021

Redemption Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="11/1/2023"/>	Redemption Date <input type="text" value="8/11/2023"/> 
Months	7	4
Tax Collector	<input type="text" value="\$5,113.87"/>	<input type="text" value="\$5,113.87"/>
Tax Collector Interest	\$536.96	\$306.83
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$5,657.08	<input type="text" value="\$5,426.95"/> TK
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	\$47.88	\$27.36
Total Clerk	\$503.88	<input type="text" value="\$483.36"/> 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="\$60.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$6,237.96	\$5,927.31
	Repayment Overpayment Refund Amount	\$310.65
Book/Page	<input type="text" value="8975"/>	<input type="text" value="787"/>

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 787, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 01087, issued the 1st day of June, A.D., 2021

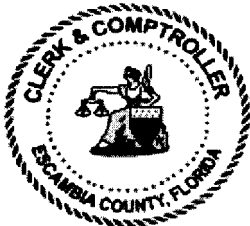
TAX ACCOUNT NUMBER: 031488000 (1123-39)

(see attached)

SECTION 27, TOWNSHIP 1 S, RANGE 30 W

NAME IN WHICH ASSESSED: EST OF LENNIE A MCARTHUR TRUSTEES and VESTER & LENNIE
MCARTHUR LIVING TRUST

Dated this 11th day of August 2023.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

LEGAL DESCRIPTION

BEGIN AT SE COR OF LT 30 WLY ALG S LI OF LT 30 FOR 94 FT NLY DEFLECTING AT AN ANGLE 91 DEG 10 MIN TO THE RT 130 31/100 FT ELY DEFLECTING AT AN ANG OF 87 DEG 22 MIN TO RT 94 98/100 FT TO E LINE OF LOT 30 SLY ALG E LI 49 5/10 FT WLY AT RT ANG 7 FT SLY AT RT ANG 83 8/100 FT TO POB OAKFIELD ESTATES PB 5 P 5 SEC 27/28/38 T 1S R 30 OR 142 P 265 AND BEG AT SW COR LT 30 FOR POB NLY ALG W LI OF LT 128 5/10 FT RUN A STRAIGHT LI TO NW COR OF MCARTHUR PROPERTY DESC IN OR 142 P 265 SLY ALG W BOUNDARY LI OF SD PROPERTY TO INTER OF S BOUNDARY LI OF LOT 30 WLY ALG BOUNDARY LI OF LOT TO POB OR 490 P 501 OR 3413 P 188 OR 6129 P 278



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 #: 03-1488-000 CERTIFICATE #: 2021-1087

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: July 24, 2003 to and including July 24, 2023 Abstractor: Vicki Campbell

BY

Michael A. Campbell,
As President
Dated: July 27, 2023

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

July 27, 2023

Tax Account #: **03-1488-000**

1. The Grantee(s) of the last deed(s) of record is/are: **LENNIE A. MCARTHUR TRUSTEE OR SUCCESSOR TRUSTEE MICHAEL LYNN MCARTHUR**

By Virtue of Warranty Deed recorded 4/20/2007 in OR 6129/278 AND PROBATE OR VESTER MCARTHUR RECORDED CASE 2009-CP-001803

ABSTRACTOR'S NOTE: LENNIE MCARTHUR GAVE A QUITCLAIM DEED WHILE LIVING TO RILEY E. FOWLER AND TRINITY FOWLER BUT WE FIND NO DEED OUT OF THE TRUST AND THE LEGAL WAS ALSO INSUFFICIENT ON QUITCLAIM DEED RECORDED 11/22/2017 - OR 7813/1256. WE HAVE INCLUDED ALL PARTIES FOR NOTICE. SEE TRUST AFFIDAVIT OR 6490/1038.

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 Harvesters Federal Credit Union recorded 08/03/2009 – OR 6490/1041**
 - b. **Code Enforcement Lien recorded 05/08/2020 – OR 8293/756**

4. Taxes:

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

Tax Account #: 03-1488-000

Assessed Value: \$135,141.00

Exemptions: NONE

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

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

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

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 #: 03-1488-000

CERTIFICATE #: 2021-1087

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 2022 tax year.

**MICHAEL LYNN MCARTHUR
SUCCESSOR TRUSTEE AND
LENNIE A MCARTHUR TRUSTEE
OF THE VESTER AND LENNIE
MCARTHUR REVOCABLE LIVING
TRUST DATED APRIL 13, 2007**

**RILEY E FOWLER AND TRINITY FOWLER
6051 ARCTIC ST
PENSACOLA, FL 32503**

**RILEY FOWLER
6150 ARCTICST
PENSACOLA, FL 32503**

**HARVESTERS FEDERAL CREDIT UNION
480 SOUTH HIGHWAY 29
CANTONMENT, FL 32533**

**ESCAMBIA COUNTY CODE ENFORCEMENT
3363 W PARK PL
PENSACOLA, FL 32505**

Certified and delivered to Escambia County Tax Collector, this 27th day of July, 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

July 27, 2023

Tax Account #:03-1488-000

LEGAL DESCRIPTION EXHIBIT "A"

BEGIN AT SE COR OF LT 30 WLY ALG S LI OF LT 30 FOR 94 FT NLY DEFLECTING AT AN ANGLE 91 DEG 10 MIN TO THE RT 130 31/100 FT ELY DEFLECTING AT AN ANG OF 87 DEG 22 MIN TO RT 94 98/100 FT TO E LINE OF LOT 30 SLY ALG E LI 49 5/10 FT WLY AT RT ANG 7 FT SLY AT RT ANG 83 8/100 FT TO POB OAKFIELD ESTATES PB 5 P 5 SEC 27/28/38 T 1S R 30 OR 142 P 265 AND BEG AT SW COR LT 30 FOR POB NLY ALG W LI OF LT 128 5/10 FT RUN A STRAIGHT LI TO NW COR OF MCARTHUR PROPERTY DESC IN OR 142 P 265 SLY ALG W BOUNDARY LI OF SD PROPERTY TO INTER OF S BOUNDARY LI OF LOT 30 WLY ALG BOUNDARY LI OF LOT TO POB OR 490 P 501 OR 3413 P 188 OR 6129 P 278

SECTION 27, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 03-1488-000(1123-39)

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

This Instrument Was Prepared By:
Edmund W. Holt, Attorney at Law
1017 North 12th Avenue
Pensacola, FL 32501
(Without opinion of title)

REAL PROPERTY TAX ID NO.: 271S30-1204-000-300

WARRANTY DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

6051 Arctic Street, Pensacola, FL 32503
Grantees' Address

This *Warranty Deed*, made the 7 day of April, 2007, between **Vester D. McArthur and Lennie A. McArthur, husband and wife**, 6051 Arctic Street, Pensacola, Florida 32503, as **Grantor***, and **Vester D. McArthur and Lennie A. McArthur, as Co-Trustees under the Vester and Lennie McArthur Revocable Living Trust, dated April 13, 2007**, of which Vester D. McArthur and Lennie A. McArthur, husband and wife, are the primary beneficiaries for their lifetimes, with full power and authority either to protect, conserve, and to sell, or to lease, or to encumber, and/or otherwise to manage and dispose of the real property described herein, **as Grantee***.

The Grantor, in consideration of the sum of One Hundred dollars (\$100.00) and other good and valuable consideration, to said Grantor in hand paid by said Grantees, the receipt of which is hereby acknowledged, has granted bargained and sold to said Grantees and Grantees' successors and assigns forever the following described land situate in Escambia County, Florida, to wit:

- ✓ Begin at the SE Corner of Lot 30 Westerly along South line of Lot 30 for 94 feet Northerly deflecting at an angle $91^{\circ} 10'$ to the right 130 31/100 feet Easterly deflecting at an angle of $87^{\circ} 22'$ to RT 94 98/100 feet to East line of Lot 30 Southerly along East line 49 5/10 feet Westerly at right angle 7 feet Southerly at right angle 83 8/100 feet to POB Oakfield Estates Plat Book 5 Page 5 Section 27/28/38 Township 1 South Range 30, Official Records Book 142 Page 265, and begin at the SW Corner of Lot 30 for POB, Northerly along West line of Lot 128 5/10 feet run a straight line to NW corner of McArthur property described in Official Records Book 142 Page 265 Southerly along West boundary line of SD property to intersection of South boundary line of Lot 30 westerly along boundary line of Lot to POB Official Records Book 409 Page 501, Official Records Book 3413 Page 188.
Property Parcel ID: 271S30-1204-000-300

and said Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Subject to valid restrictions, reservations, limitations, and easements of record affecting the above property, if any, which are not hereby reimposed, and to any and all prior reservations of oil, gas, and other minerals.

Subject also to all real property taxes and assessments for the current year and subsequent years.

This conveyance/deed is given with full intention to vest the Co-Trustees herein and any successor trustees with full rights and power of ownership over the real property in compliance with F.S. §689.071 (2005).

*Where used herein, the terms Grantor, Grantee, and Trustee shall be construed as to include the parties' heirs, personal representatives, successors and/or assigns and to the singular or plural of the parties as the context requires.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal on the 17th day of April, 2007.

Signed, Sealed, and Delivered
in the presence of:

[Signature]
Witness (as to both signatures)

Edmund N. Holt
(Type or print name)

[Signature]
Witness (as to both signatures)

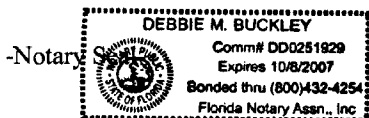
Debbie M. Buckley
(Type or print name)

[Signature]
Vester D. McArthur,
Grantor

[Signature]
Lennie A. McArthur,
Grantor

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of April, 2007, by Vester D. McArthur and Lennie A. McArthur, husband and wife, who (☒) are personally known to me or who (☐) have produced _____ (type of identification).



[Signature]
Debbie M. Buckley
(Type or Print Name)
Notary Public
State of Florida at Large

Quitclaim Deed

RETURN TO: Riley Fowler

ADDRESS: 6150 Arcticst Pensacola Fl 32503

THIS INSTRUMENT PREPARED BY: Beverly Benz of 6052 Arctic st Pensacola Fl

AS A NECESSARY INCIDENT TO THE FULFILLMENT OF CONDITIONS CONTAINED IN A
TITLE INSURANCE COMMITMENT ISSUED BY IT.

PROPERTY APPRAISERS PARCEL IDENTIFICATION (FOLIO) NUMBER: 27-1S-30-1204-000-
300

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THIS INDENTURE, made this 20th day of November, 2017, by and between Lennie McArthur, not married, of 6051 Arctic st Pensacola Fl. 32503, (the "Grantor"), and Riley E. Fowler, not married, of 6051 Arctic st Pensacola Fl 32503, and Trinity Fowler, not married, of 6051 Arctic St. Pensacola, Fl. 32503, (collectively the "Grantee"), in the state of Florida.

WITNESSETH: that said Grantor, for and in consideration of the sum of 0.00 Dollars, and other valuable considerations, lawful money of the United States of America, to the Grantee in hand paid by the Grantee, the receipt whereof is hereby acknowledged, has remised and released, as well as quitclaim, unto the Grantee, the Grantee's heirs and assigns forever, all the rights, title, interest and claim of the Grantor in and to the following described land in Escambia County, Florida, to-wit:

Begin at SE corner of LT 30 WLY ALG S LI of LT 30 for 94 FT NLY deflecting at an angle 91
Deg. 10 min. to the rt 130

Being the same property conveyed to the Grantor by the deed of _____, dated September 27,
2017, previously referenced as follows: Book/Volume _____, Page
_____ of the Recorder of Escambia County.

This property is not the homestead of the Grantor.

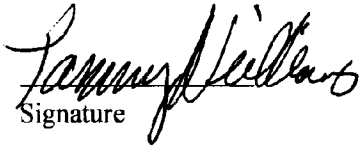
To Have and to Hold the above described premises, with the appurtenances, unto the Grantee, the Grantee's heirs and assigns forever.

IN WITNESS WHEREOF, Grantor has executed this deed under seal on the date aforesaid.

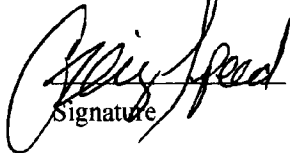
Quitclaim Deed

Page 2 of 4

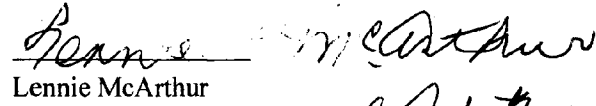
Signed in the presence of:


Signature

Tammy Williams
Witness Name


Signature

Craig Speed
Witness Name


Lennie McArthur


Ronnie McArthur

Grantor Acknowledgement

STATE OF FLORIDA

COUNTY OF Escambia

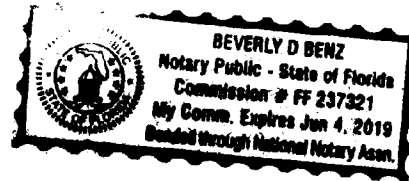
The foregoing instrument was acknowledged before me this 20th day of November, 2017, by Lennie McArthur, who is personally known to me or who has produced _____ as identification.

Notary Public Signature: Beverly Benz

Notary Public Name: Beverly Benz

Serial Number: FF 237321

My commission expires: June 4, 2019



TRUST AFFIDAVIT

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Before me, the undersigned authority personally appeared **Lennie McArthur**, who, after being duly sworn, deposes and says:

1. Affiant is of legal age, competent to testify in a court of law and has personal knowledge of the facts set forth herein.
2. That certain Declaration of Trust known as the **Vester and Lennie McArthur Revocable Living Trust, dated April 13, 2007** (hereinafter referred to as the "Trust") is in full force and affect and Affiant is the duly qualified and acting Trustee thereunder.
3. Affiant as Trustee of the Trust is the owner of that certain property described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

4. Affiant as Trustee of the Trust has full power and authority to sell, convey and/or mortgage the above described property.
5. The pertinent Sections of the Trust and, if applicable, those documents necessary to confirm the appointment and acceptance of the Successor Trustee are true and correct copies of the original thereof and none of the remaining terms or provisions of the Trust or any amendments thereto conflict with the terms and provisions set forth in the attachments to this Affidavit. See EXHIBIT "B"
6. This Affidavit is given with full understanding that **Harvesters Federal Credit Union, Stonewall Title Group and Chicago Title Insurance Company**, their successors and assigns, will rely upon same to establish the factual matters set forth herein.
7. Upon the death of Vester McArthur on November 24, 2007, affiant became the sole Trustee.

FURTHER AFFIANT SAYETH NAUGHT

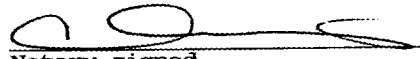

Lennie McArthur

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Sworn to and subscribed before me this 23rd day of July, 2009, by **Lennie McArthur**, who is personally known to me or who has produced Drivers License as identification.

Prepared by and Return to:
Charles Curry
Stonewall Title Group
100 North Spring Street, Suite 1
Pensacola, Florida 32502

CHARLES T. CURRY
Notary Public, State of Florida
My comm. Exp. Nov. 22, 2012
Comm. No. DD 829419


Notary signed

Charles T. Curry
Notary printed

LEGAL DESCRIPTION

EXHIBIT "A"

Begin at the Southeast Corner of Lot 30 Westerly along South line of Lot 30 for 94 feet Northerly deflecting at an angle $91^{\circ}10'$ to the right 130 $31/100$ feet Easterly deflecting at an angle of $87^{\circ}22'$ to RT 94 $98/100$ feet to East line of Lot 30 Southerly along East line 49 $5/10$ feet Westerly at right angle 7 feet Southerly at right angle 83 $8/100$ feet to Point of Beginning Oakfield Estates, Plat Book 5, Page 5, Sections 72/28/38, Township 1 South, Range 30, Official Records Book 142, Page 265 and begin at the SW Corner of Lot 30 for Point of Beginning, Northerly along West line of Lot 128 $5/10$ feet run a straight line to Northwest Corner of McArthur property described in Official Records Book 142, Page 265, Southerly along West boundary line of SD property to intersection of South boundary line of Lot 30 Westerly along boundary line of Lot to Point of Beginning, Official Records Book 409, Page 501, Official Records Book 3413, Page 188.

EXHIBIT "B"

DECLARATION OF REVOCABLE LIVING TRUST

Dated April 17, 2007

This joint Declaration of Revocable Living Trust is made on the 17 day of April, 2007, by Vester D. (NMN) McArthur, whose date of birth is October 24, 1924, and Lennie A. McArthur, whose date of birth is January 20, 1928, husband and wife, both of 6051 Arctic Street, City of Pensacola, County of Escambia, State of Florida, as *Co-trustors/co-settlers*, to be known as and referred to as the "VESTER AND LENNIE McARTHUR REVOCABLE LIVING TRUST, dated April 17th 2007. "

SECTION I
TRUST ESTATE

We, Vester D. McArthur and Lennie A. McArthur, husband and wife, as Co-trustors, designate and appoint ourselves as *Co-trustees* and hereby declare that we hold in trust the property described in Schedule "A" which is attached and incorporated herein by this reference. We and any successor trustee will hold such property, and all substitutions therefore and additions thereto, as the trust estate, for the use and benefit of ourselves as primary beneficiaries, herein referred to as "beneficiaries", during our lifetime, for the following purposes and on the following terms and conditions, and then to continue for the particular use and benefit of our grandson Riley Eugene Fowler as secondary beneficiary as provided further below.

SECTION II
PURPOSE OF TRUST

The Trustee, and any successor trustees, shall receive and collect the income, profits, interest, and dividends from the trust estate and, after first deducting all taxes, commissions, and other charges against the trust estate, shall pay the income and so much of the principal as the Trustee shall determine necessary for the reasonable support, care, comfort, education, maintenance, health and general welfare of the beneficiaries. In determining the amount of distribution to be made at any given time, the Trustee may consider the other sources of funds, income, and property available to the beneficiary or beneficiaries for their needs. The Trustee may accept as final and conclusive the written statement of the beneficiaries or their duly authorized representatives receiving payment as to the other income or other resources available to the beneficiaries.

SECTION IV
SUCCESSOR TRUSTEE

The survivor of us Co-Trustees shall continue to serve as sole Trustee with all rights and powers and duties as original Co-trustee in order to administer the trust. On the death, resignation, or inability to act as trustee for any reason, then our son, Michael Lyn McArthur, shall succeed as sole trustee with all rights and powers as sole trustee. Upon his death, resignation, or inability to act as trustee for any reason, then I designate that the appropriate successor trustee be appointed by a Court of competent jurisdiction. Such successor trustees shall have all of the rights and powers and discretion which we have had as original Co-trustees without any further conveyance or transfer of the trust estate.

SECTION V
POWERS AND DUTIES OF TRUSTEE

F. POWERS OF TRUSTEES. Unless otherwise provided in the trust instrument, a trustee has the power:

(h) To acquire or dispose of an asset, by sale, exchange, or transfer, including real estate and my homestead under Florida law, for cash or on credit at a public or private sale; to manage, develop, improve, exchange, partition, change the character of, or abandon a trust asset or any interest in it; and to encumber, mortgage, or pledge a trust asset for a term within or extending beyond the term of the trust in connection with the exercise of any power vested in the trustee.

H. M.

After Recording Return To:

And prepared by:

Charles Curry

Stonewall Title Group

100 North Spring Street, Suite 1

Pensacola, Florida 32502

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MORTGAGE

DEFINITIONS

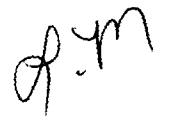
Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) **"Security Instrument"** means this document, which is dated **July 23rd, 2009**, together with all Riders to this document.
- (B) **"Borrower"** is **Lennie McArthur, an unmarried woman, Individually and as sole Trustee of the Vester and Lennie McArthur Revocable Living Trust, dated April 13, 2007**. Borrower is the mortgagor under this Security Instrument.
- (C) **"Lender"** is **HARVESTERS FEDERAL CREDIT UNION**. Lender is a corporation organized and existing under the laws of **FLORIDA**. Lender's address is **480 SOUTH HIGHWAY 29, CANTONMENT, FLORIDA 32533**. Lender is the mortgagee under this Security Instrument.
- (D) **"Note"** means the promissory note signed by Borrower and dated **July 23rd, 2009**. The Note states that Borrower owes Lender **Sixty Thousand and 00/100 (U.S. \$60,000.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **August 5th, 2025**.
- (E) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
1. **"Riders"** means all riders to this Security Instrument that are executed by Borrower. The following riders are to be executed by Borrower [check box as applicable]:

- ☐ Adjustable Rate Rider
☐ Balloon Rider
☐ 1-4 Family Rider

- ☐ Condominium Rider
☐ Planned Unit Development Rider
☐ Biweekly Payment Rider

- ☐ Second Home Rider
☐ Other(s) [Specify] _____



(H) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(I) **"Community Association Dues, Fees and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(J) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(K) **"Escrow Items"** means those items that are described in Section 3.

(L) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

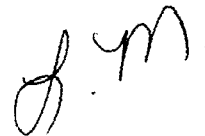
(N) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(O) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(P) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby

A handwritten signature in dark ink, appearing to be 'J.M.' or similar, located in the lower right quadrant of the page.

mortgage, grant and convey to Lender, the following described property located in the **County** of **ESCAMBIA, Florida**.

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of **6051 Artic Street, Pensacola, FL 32503** ("Property Address"):
[Street] [City] [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is



drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2 Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority:

(a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees and Assessments, if any,

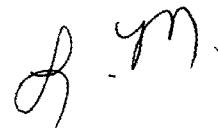
be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

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 RESPA, and (b) not to exceed the maximum amount a lender can require under RE SPA. Lender shall 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 shall 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 shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower 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 Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, 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 shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than twelve monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than twelve monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

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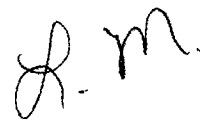
4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.



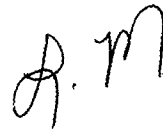
All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste



on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

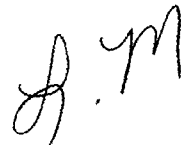
If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until the Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance Premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:



(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

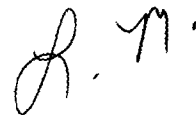
If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for



damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

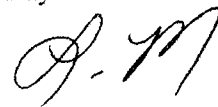
12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"):

- (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument;
- (b) is not personally obligated to pay the sums secured by this Security Instrument; and
- (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security



Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

A handwritten signature in dark ink, appearing to be 'S.M.', is located in the lower right quadrant of the page.

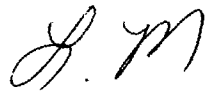
18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice



of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

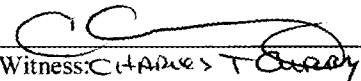
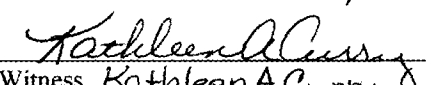
24. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.


25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

A handwritten signature in black ink, appearing to be 'R. M.', is located in the lower right quadrant of the page.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:


Witness: Charles T. Curry

Witness: Kathleen A. Curry


(Seal)
Lennie McArthur, Individually and as
Trustee of the Vester and Lennie McArthur
Revocable Living Trust

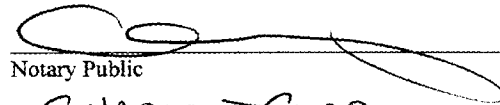
[Space Below This Line for Acknowledgement]

STATE OF FLORIDA
COUNTY OF ESCAMBA

The foregoing instrument was acknowledged before me this 23rd day of July, 2009 by Lennie McArthur, Individually and as Trustee of the Vester and Lennie McArthur Revocable Living Trust who is personally known to me or has produced Dwight Hume as identification.

SEAL

CHARLES T. CURRY
Notary Public, State of Florida
My comm. Exp. Nov. 22, 2012
Comm. No. DD 829419


Notary Public
CHARLES T. CURRY
Printed Notary Name

My Commission Expires:

Title No.: 610901311

LEGAL DESCRIPTION

EXHIBIT "A"

Begin at the Southeast Corner of Lot 30 Westerly along South line of Lot 30 for 94 feet Northerly deflecting at an angle $91^{\circ}10'$ to the right 130 $31/100$ feet Easterly deflecting at an angle of $87^{\circ}22'$ to RT 94 $98/100$ feet to East line of Lot 30 Southerly along East line 49 $5/10$ feet Westerly at right angle 7 feet Southerly at right angle 83 $8/100$ feet to Point of Beginning Oakfield Estates, Plat Book 5, Page 5, Sections 72/28/38, Township 1 South, Range 30, Official Records Book 142, Page 265 and begin at the SW Corner of Lot 30 for Point of Beginning, Northerly along West line of Lot 128 $5/10$ feet run a straight line to Northwest Corner of McArthur property described in Official Records Book 142, Page 265, Southerly along West boundary line of SD property to intersection of South boundary line of Lot 30 Westerly along boundary line of Lot to Point of Beginning, Official Records Book 409, Page 501, Official Records Book 3413, Page 188.

Recorded in Public Records 5/8/2020 4:57 PM OR Book 8293 Page 756,
Instrument #2020037567, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

Recorded in Public Records 5/8/2020 4:21 PM OR Book 8293 Page 694,
Instrument #2020037551, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$27.00

**THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA**

PETITIONER
ESCAMBIA COUNTY FLORIDA,

CASE NO: CE19063181N
LOCATION: 6051 ARCTIC ST
PR#: 271S301204000300

VS.

MCARTHUR, VESTER D
6051 ARCTIC ST
PENSACOLA, FL 32503

FOWLER, RILEY E
6051 ARCTIC ST
PENSACOLA, FL 32503

**MCARTHUR, VESTER &
MCARTHUR, LENNIE AS CO-
TRUSTEES OF THE VESTER
AND LENNIE MCARTHUR
REVOCABLE LIVING TRUST ,
DATED APRIL 17, 2007
6051 ARCTIC ST
PENSACOLA, FL 32503**

FOWLER, TRINITY
6051 ARCTIC ST
PENSACOLA, FL 32503

MCARTHUR, LENNIE A
6051 ARCTIC ST
PENSACOLA, FL 32503

RESPONDENT(S)

ORDER

This CAUSE having come before the Office of Environmental Enforcement
Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged
violation of the ordinances of the County of Escambia, State of Florida, and the Special
Magistrate having considered the evidence before him in the form of testimony by the
Enforcement Officer and the Respondent or representative, thereof, Riley E. Fowler,
as well as evidence submitted and after consideration of the appropriate sections of
the Escambia County Code of Ordinances, the Special Magistrate finds that a violation
of the following Code of Ordinance(s) has occurred and continues:

Sec. 42-196(a) Nuisance - (A) Nuisance

Sec. 42-196(b) Nuisance - (B) Trash and Debris

Sec. 42-196(d) Nuisance - (D) Overgrowth

Unsafe Structure - 30-203 (CC) Accessory structure unmaintained

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that the **RESPONDENT(S)** shall have until **6/7/2020** to correct the violation and to bring the violation into compliance.

Corrective action shall include:

Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. maintain clean conditions to avoid a repeat violation.

Get pool pump working

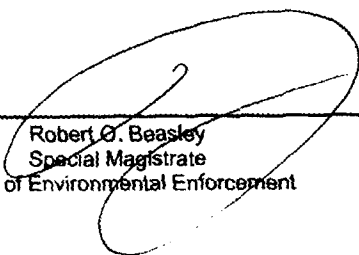
If you fail to fully correct the violation within the time required, you will be assessed a fine of **\$15.00** per day, commencing **6/8/2020**. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED**, immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE(S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND OWING OF DESCRIBED VEHICLE(S)**. The reasonable cost of such will be assessed against you and will constitute a lien on the property. Pursuant to Escambia County Resolution R2017-132, costs int the amount of **\$235.00** are awarded in favor of Escambia County as the prevailing party against **RESPONDENT(S)**.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of sec. 162.09, Fla. Stat., and Sec. 30-35 of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All fees, fines, and costs owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 3363 W Park Place, Pensacola, Florida 32505 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 5th day of May, 2020.


Robert O. Beasley
Special Magistrate
Office of Environmental Enforcement

