



# 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

0224-13

## Part 1: Tax Deed Application Information

Applicant Name Applicant Address	ATCF II FLORIDA-A, LLC PO BOX 69239 BALTIMORE, MD 21264-9239	Application date	Apr 26, 2023
Property description	WILSON HUGH B WILSON KATHRYN G 600 CONNELL DR PENSACOLA, FL 32503 600 CONNELL DR 03-3735-000 LT 1 BLK 38 PB 3 P 74 CORDOVA PARK OR 3733 P 331 OR 4859 P 567 SHEET F	Certificate #	2021 / 1252
		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)
# 2021/1252	06/01/2021	2,055.94	102.80	2,158.74
# 2022/1387	06/01/2022	2,115.00	105.75	2,220.75
→ Part 2: Total*				4,379.49

## 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)
# /					
Part 3: Total*					0.00

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	4,379.49
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	1,983.57
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	6,738.06

I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.

Sign here:

Signature, Tax Collector or Designee

Escambia, Florida

Date May 31st, 2023

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

+ \$12.50

<b>Part 5: Clerk of Court Certified Amounts (Lines 8-14)</b>	
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. <b>Total Paid (Lines 8-13)</b>	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	75,406.00
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>02/07/2024</u> Signature, Clerk of Court or Designee	

### INSTRUCTIONS

#### Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

#### Clerk of Court (complete Part 5)

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

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

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2300304

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,  
ATCF II FLORIDA-A, LLC  
PO BOX 69239  
BALTIMORE, MD 21264-9239,

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
03-3735-000	2021/1252	06-01-2021	LT 1 BLK 38 PB 3 P 74 CORDOVA PARK OR 3733 P 331 OR 4859 P 567 SHEET F

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  
ATCF II FLORIDA-A, LLC  
PO BOX 69239  
BALTIMORE, MD 21264-9239

04-26-2023  
Application Date

\_\_\_\_\_  
Applicant's signature



# Chris Jones

## Escambia County Property Appraiser

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

← Nav. Mode ☒ Account ☐ Parcel ID →

[Printer Friendly Version](#)

General Information		Assessments				
<b>Parcel ID:</b>	331S308300001038	<b>Year</b>	<b>Land</b>	<b>Imprv</b>	<b>Total</b>	<b>Cap Val</b>
<b>Account:</b>	033735000	2022	\$70,000	\$143,932	\$213,932	\$150,812
<b>Owners:</b>	WILSON HUGH B WILSON KATHRYN G	2021	\$70,000	\$113,327	\$183,327	\$146,420
<b>Mail:</b>	600 CONNELL DR PENSACOLA, FL 32503	2020	\$70,000	\$100,702	\$170,702	\$144,399
<b>Situs:</b>	600 CONNELL DR 32503	<b>Disclaimer</b>				
<b>Use Code:</b>	SINGLE FAMILY RESID	<b>Tax Estimator</b>				
<b>Taxing Authority:</b>	PENSACOLA CITY LIMITS	<b>File for New Homestead Exemption Online</b>				
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>					
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data						2022 Certified Roll Exemptions	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	HOMESTEAD EXEMPTION	
02/2002	4859	567	\$100	WD		<b>Legal Description</b> LT 1 BLK 38 PB 3 P 74 CORDOVA PARK OR 3733 P 331 OR 4859 P 567 SHEET F	
03/1995	3733	331	\$91,000	WD			
06/1993	3383	896	\$83,000	WD			
10/1980	1477	544	\$55,400	WD			
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						Extra Features	
						METAL BUILDING	

Parcel Information		Launch Interactive Map	
<b>Section</b>			
<b>Map Id:</b>			
<b>Approx. Acreage:</b>			
<b>Zoned:</b>			
R-1AAAA R-1AAAA			
<b>Evacuation &amp; Flood Information</b>			
<a href="#">Open Report</a>			
		<a href="#">View Florida Department of Environmental Protection (DEP) Data</a>	
		<b>Buildings</b>	

Address: 600 CONNELL DR, Year Built: 1972, Effective Year: 1972, PA Building ID#: 61974

**Structural Elements**

**DECOR/MILLWORK-ABOVE AVERAGE**

**DWELLING UNITS-1**

**EXTERIOR WALL-BRICK-FACE/VENEER**

**FLOOR COVER-CARPET**

**FOUNDATION-SLAB ON GRADE**

**HEAT/AIR-CENTRAL H/AC**

**INTERIOR WALL-DRYWALL-PLASTER**

**NO. PLUMBING FIXTURES-6**

**NO. STORIES-1**

**ROOF COVER-DIMEN/ARCH SHNG**

**ROOF FRAMING-GABLE-HI PITCH**

**STORY HEIGHT-0**

**STRUCTURAL FRAME-WOOD FRAME**

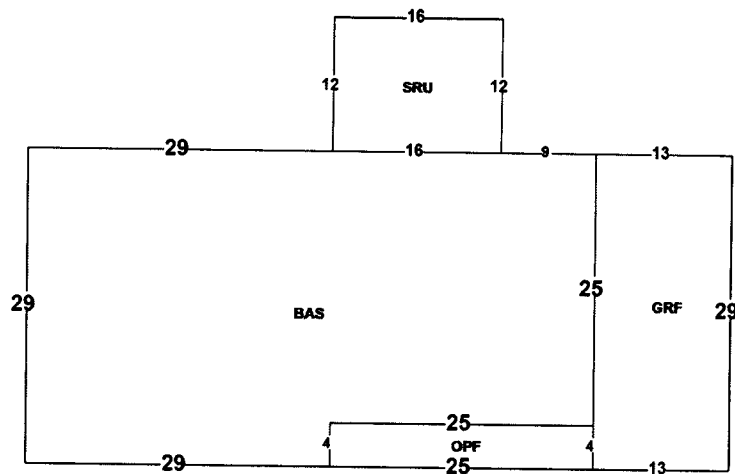
**Areas - 2135 Total SF**

**BASE AREA - 1466**

**GARAGE FIN - 377**

**OPEN PORCH FIN - 100**

**SUN ROOM UNF - 192**



**Images**



6/18/2015 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: 06/02/2023 (rc.2212)

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ATCF II FLORIDA-A LLC holder of Tax Certificate No. 01252, 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:

**LT 1 BLK 38 PB 3 P 74 CORDOVA PARK OR 3733 P 331 OR 4859 P 567 SHEET F**

**SECTION 33, TOWNSHIP 1 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 033735000 (0224-13)**

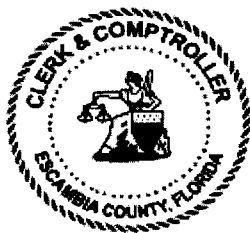
The assessment of the said property under the said certificate issued was in the name of

**HUGH B WILSON and KATHRYN G WILSON**

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 February, which is the **7th** day of February 2024.

Dated this 2nd day of June 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

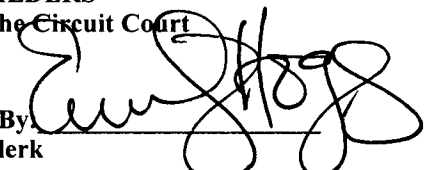
**PAM CHILDERS, CLERK OF THE CIRCUIT COURT  
Tax Certificate Redeemed From Sale  
Account: 033735000 Certificate Number: 001252 of 2021**

**Payor: HUGH B WILSON 600 CONNELL DR PENSACOLA, FL 32503      Date 7/31/2023**

Clerk's Check #	5301942261	Clerk's Total	\$524.40
Tax Collector Check #	1	Tax Collector's Total	\$7,161.27
		Postage	\$60.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	<del>\$8,362.67</del>

**\$7,227.29**

**PAM CHILDERS**  
Clerk of the Circuit Court

Received By:   
Deputy Clerk

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

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



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

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

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

**Case # 2021 TD 001252**

**Redeemed Date 7/31/2023**

**Name HUGH B WILSON 600 CONNELL DR PENSACOLA, FL 32503**

Clerk's Total = TAXDEED	\$514.40	<del>\$514.40</del> \$ 7,240.29
Due Tax Collector = TAXDEED	\$7,761.27	
Postage = TD2	\$60.00	
ResearcherCopies = TD6	\$0.00	
Release TDA Notice (Recording) = RECORD2	\$10.00	
Release TDA Notice (Prep Fee) = TD4	\$7.00	

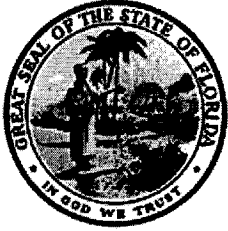
• For Office Use Only

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: 033735000 Certificate Number: 001252 of 2021**

Redemption  Application Date  Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="2/7/2024"/>	Redemption Date <input type="text" value="7/31/2023"/> 
Months	10	3
Tax Collector	<input type="text" value="\$6,738.06"/>	<input type="text" value="\$6,738.06"/>
Tax Collector Interest	\$1,010.71	\$303.21
Tax Collector Fee	<input type="text" value="\$12.50"/>	<input type="text" value="\$12.50"/>
Total Tax Collector	\$7,761.27	<u>\$7,053.77</u> <i>TC</i>
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	\$68.40	\$20.52
Total Clerk	\$524.40	<u>\$476.52</u> <i>CH</i>
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	\$8,362.67	\$7,547.29
	Repayment Overpayment Refund Amount	\$815.38
Book/Page	<input type="text" value="8990"/>	<input type="text" value="738"/>

## 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 8990, Page 738, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 01252, issued the 1st day of June, A.D., 2021

TAX ACCOUNT NUMBER: 033735000 (0224-13)

DESCRIPTION OF PROPERTY:

LT 1 BLK 38 PB 3 P 74 CORDOVA PARK OR 3733 P 331 OR 4859 P 567 SHEET F

SECTION 33, TOWNSHIP 1 S, RANGE 30 W

NAME IN WHICH ASSESSED: HUGH B WILSON and KATHRYN G WILSON

Dated this 31st day of July 2023.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk



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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 03-3735-000 CERTIFICATE #: 2021-1252

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: November 20, 2003 to and including November 20, 2023 Abstractor: Vicki Campbell

BY

Michael A. Campbell,  
As President  
Dated: November 22, 2023

**PROPERTY INFORMATION REPORT**  
**CONTINUATION PAGE**

November 22, 2023

Tax Account #: **03-3735-000**

1. The Grantee(s) of the last deed(s) of record is/are: **HUGH BRADFORD WILSON AND KATHRYN G. WILSON**

**By Virtue of Warranty Deed recorded 3/6/1995 in OR 3733/331 and Warranty Deed recorded 02/28/2002 - OR 4859/567**

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 Members First Credit Union of Florida recorded 03/01/2006 - OR 5849/1149**
  - b. **Judgment in favor of HSBC Bank Nevada, N.A. recorded 12/20/2010 - OR 6670/324**
  - c. **Judgment in favor of Peoples First Community Bank recorded 02/26/2003 - OR 5077/1355**
  - d. **Notice of Tax Lien in favor of the State of Florida Department of Labor and Employment Security, recorded 01/18/2000 - OR 4514/453**
  - e. **Tax Warrant in favor of the Department of Revenue, State of Florida, recorded 01/17/2001 - OR 4650/218**

4. Taxes:

**Taxes for the year(s) 2020-2023 are delinquent.**

**Tax Account #: 03-3735-000**

**Assessed Value: \$155,336.00**

**Exemptions: HOMESTEAD EXEMPTION**

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:** FEB 7, 2024

**TAX ACCOUNT #:** 03-3735-000

**CERTIFICATE #:** 2021-1252

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

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Homestead for <u>2022</u> tax year.

HUGH BRADFORD WILSON AKA  
BRADFORD H. WILSON, AKA  
BRAD H. WILSON AKA BRAD WILSON  
AND KATHRYN G. WILSON  
600 CONNELL DR  
PENSACOLA, FL 32503

HSBC BANK NEVADA, N.A.  
DIRECT MERCHANTS CREDIT CARD BANK, N.A.  
KIERLAND 1, SUITE 300  
SCOTTSDALE, AZ 85254

PEOPLES FIRST COMMUNITY BANK  
1022 W. 23<sup>RD</sup> ST  
PANAMA CITY, FL 32405

STATE OF FLORIDA DEPARTMENT OF REVENUE  
PENSACOLA TAXPAYER SERVICE CENTER  
36700 N. L ST  
PENSACOLA, FL 32505-5217

MEMBERS FIRST CREDIT UNION OF  
FLORIDA  
P.O. BOX 12983  
PENSACOLA, FL 32526

STATE OF FLORIDA DEPARTMENT OF LABOR  
AND EMPLOYMENT SECURITY  
DIVISION OF UNEMPLOYMENT COMPENSATION  
107 E. MADISON ST  
TALLAHASSEE, FL 32399-0208

HUGH BRADFORD WILSON AKA  
BRADFORD H. WILSON AKA BRAD H. WILSON  
A/K/A BRAD WILSON  
221 E. GARDEN ST  
PENSACOLA, FL 32501

Certified and delivered to Escambia County Tax Collector, this 22<sup>nd</sup> day of November, 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**

**November 22, 2023**

**Tax Account #:03-3735-000**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**LT 1 BLK 38 PB 3 P 74 CORDOVA PARK OR 3733 P 331 OR 4859 P 567 SHEET F**

**SECTION 33, TOWNSHIP 1 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 03-3735-000 (0224-13)**

Prepared By: **JULIE A. CUMMINGS**  
**CHELSEA TITLE COMPANY**  
312 S. Baylen St. TIN 59-1971665 Pensacola, FL 32501  
incidental to the issuance of a title insurance policy.  
File No.: **1010\*95-453**  
Parcel ID # **03-3735-000 / 33-18-30-8300-001-038**  
Grantee(s) SS # ,

OR Bk3733 Pg0331  
INSTRUMENT 00192628

**WARRANTY DEED  
(INDIVIDUAL)**

This WARRANTY DEED, dated **March 2, 1995**  
by **B. MADISON CURRIN III and STARR D. CURRIN,  
HUSBAND AND WIFE**

D S PD Deed \$637.00  
Mort \$0.00 ASUM \$0.00  
MARCH 6, 1995  
Joe A. Flowers, Comptroller  
Cert. Reg. 59-2043328-27-01  
BY: *J. Kniffler* D.C.

whose post office address is

3162 Oxford Circle, Pensacola, Florida 32503  
hereinafter called the GRANTOR, to

**HUGH BRADFORD WILSON AND KATHRYN G. WILSON, HUSBAND AND WIFE AND  
JOSEPH S. WILSON, SR.**

whose post office address is

**600 CONNELL DRIVE, PENSACOLA, FL 32504**

hereinafter called the GRANTEE:

(Wherever used herein the terms "GRANTOR" and "GRANTEE" include all the parties to this instrument and the  
heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

**WITNESSETH:** That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt  
whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the  
GRANTEE, all that certain land situate in **ESCAMBIA** County, Florida, viz:

**Lot 1, Block 38, CORDOVA PARK, being a portion of Section 2, Township 2  
South, Range 31 West, Escambia County, Florida, according to plat recorded  
in Plat Book 3 Page 74 of the Public Records of said County.**

**SUBJECT TO** covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any;  
taxes and assessments for the year 1995 and subsequent years; and to all applicable zoning ordinances and/or restrictions and  
prohibitions imposed by governmental authorities, if any,

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

**TO HAVE AND TO HOLD**, the same in fee simple forever.

**AND THE GRANTOR** hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said  
land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby  
fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

**IN WITNESS WHEREOF**, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Signature: *Julie A. Cummings*  
Print Name: **JULIE A. CUMMINGS**  
Signature: *Rebecca F. Kates*  
Print Name: **REBECCA F. KATES**

*B. Madison Currin III*  
**B. MADISON CURRIN III**  
*Starr D. Currin*  
**STARR D. CURRIN**

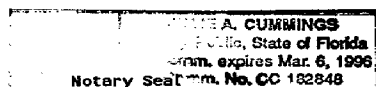
State of **Florida**  
County of **ESCAMBIA**

I am a notary public of the state of Florida, and my commission expires: 3/6/96.

THE FOREGOING INSTRUMENT was acknowledged before me on March 2, 1995 by

**B. MADISON CURRIN III and STARR D. CURRIN**

who is personally known to me or who has produced personally known as identification and who did not take an oath.  
(type of identification) (did/did not)



Signature: *Julie A. Cummings*  
Print Name: **JULIE A. CUMMINGS** Notary Public

RESIDENTIAL SALES  
ABUTTING ROADWAY  
MAINTENANCE DISCLOSURE

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

Name of Roadway: CONNELL DRIVE  
Legal Address of Property: 600 Connell Drive, Pensacola, Florida 32504

The County (☒) has accepted ( ) has not accepted the abutting roadway for maintenance.

If not, it will be the responsibility of \_\_\_\_\_ to maintain, repair and improve the roadway.

This form completed by: B. MADISON CURRIN III AND STARR D. CURRIN

Name  
3162 Oxford Circle  
Address  
Pensacola, Florida 32503  
City, State, Zip Code

AS TO SELLER(S):

B. Madison Currin III  
Seller's Name: B. MADISON CURRIN, III

Starr D. Currin  
Seller's Name: STARR D. CURRIN

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of March, 1995, by  
B. MADISON CURRIN, III (a Florida/ \_\_\_\_\_ Corporation)

(corporation or individual)  
and/by STARR D. CURRIN (if corporation, title: \_\_\_\_\_, who signs  
(individual or corporate official)

this document on behalf of the corporation), who did not take an oath and who:

X is/are personally known to me.

produced current Florida driver's license as identification; or

produced current \_\_\_\_\_ as identification.

(Notary Seal must be affixed)

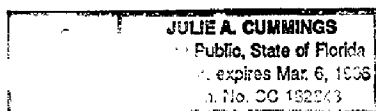
Julie A. Cummings  
Signature of Notary Public

JULIE A. CUMMINGS

Name of Notary Printed

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_





OR Bk3733 Pg0333  
INSTRUMENT 00192628

AS TO BUYER(S):

Hugh Bradford Wilson  
Buyer's Name: HUGH BRADFORD WILSON

Kathryn G. Wilson  
Buyer's Name: KATHRYN G. WILSON

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of March, 1995, by  
HUGH BRADFORD WILSON (a Florida/ \_\_\_\_\_ Corporation)  
(corporation or individual)  
and/by KATHRYN G. WILSON (if corporation, title: \_\_\_\_\_, who signs  
(individual or corporate official)  
this document on behalf of the corporation), who did not take an oath and who:  
\_\_\_\_\_ is/are personally known to me.  
☒ produced current Florida driver's license as identification; or  
\_\_\_\_\_ produced current \_\_\_\_\_ as identification.

(Notary Seal must be affixed)

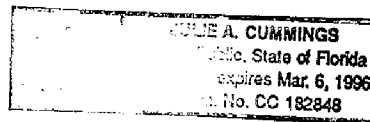
Julie A. Cummings  
Signature of Notary Public  
JULIE A. CUMMINGS

Name of Notary Printed

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_

THIS FORM APPROVED BY THE  
ESCAMBIA COUNTY BOARD  
OF COUNTY COMMISSIONERS - 10/94



Instrument 00192628  
Filed and recorded in the  
public records  
MARCH 6, 1995  
at 01:10 P.M.  
in Book and Page noted  
above or hereon  
and record verified  
JOE A. FLOWERS,  
COMPTROLLER  
Escambia County,  
Florida

Recording Fees: \$ 6.00  
Documentary Stamps: + .70  
Total: \$

Prepared By And Return To:

**TITLE OFFICES, LLC**  
1101 N. PALAFOX STREET,  
PENSACOLA, FL. 32501

File #02P-02015/Kathy Wilson

Property Appraisers Parcel I.D. Number(s):  
33-1S-30-8300-001-038

OR BK 4859 PG0567  
Escambia County, Florida  
INSTRUMENT 2002-936948

DEED DOC STAMPS PD & ESC CO \$ 0.70  
02/28/02 ERNIE LEE MAGAHA, CLERK

RCD Feb 28, 2002 08:50 am  
Escambia County, Florida

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2002-936948

## WARRANTY DEED

**THIS WARRANTY DEED** made and executed the 12<sup>th</sup> day of February, 2002 by Joseph S. Wilson, Sr., a married man hereinafter called the Grantor, to KATHRYN G. WILSON and HUGH BRADFORD WILSON, WIFE AND HUSBAND, whose post office address is: 600 CONNELL DRIVE, PENSACOLA FL 32503, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**WITNESSETH:** That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate, lying and being in ESCAMBIA County, State of Florida, viz:

**LOT 1, BLOCK 38, CORDOVA PARK, BEING A PORTION OF SECTION 2, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 3 PAGE 74 OF THE PUBLIC RECORDS OF SAID COUNTY.**

X If this box is checked, the Grantor warrants that the above described property is not his/her constitutional homestead according to the laws of the State of Florida.

He/she resides at 4546 Tall Pines Drive Atlanta GA 30327.

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

**TO HAVE AND TO HOLD** the same in fee simple forever.

**AND** the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2001.

**IN WITNESS WHEREOF**, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered  
in the presence of:

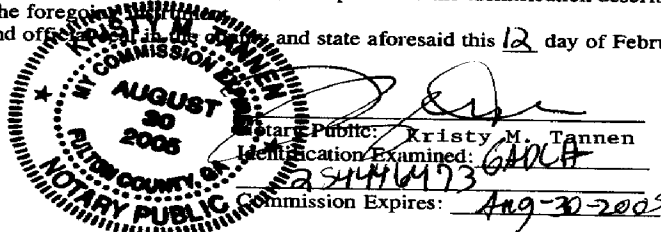
Witness: Lauren Krapp

Witness: Togara Dinga

Joseph S. Wilson Sr.  
Joseph S. Wilson, Sr.  
Address: 4546 Tall Pines Drive  
Atlanta, GA 30327  
2/12/02

STATE OF GEORGIA  
COUNTY OF FULTON

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOSEPH S. WILSON, SR., who produced the identification described below, and who acknowledged before me that they executed the foregoing instrument, and state aforesaid this 12 day of February, 2002.



**This Instrument Prepared By:**

Robert Compatiello  
Mortgage Loan Officer  
Members First Credit Union of Florida

**After Recording Return To:**

MEMBERS FIRST CREDIT UNION OF FLORIDA  
PO BOX 12983  
PENSACOLA, FLORIDA 32526  
Loan Number: 3991400-76500

**Return To:**

Title Offices LLC  
89 S Alcaniz St, Suite A  
Pensacola, FL 32502  
File #06P-01017

This document exempt from  
Class 'C' Intangible Tax  
Ernie Lee Magaha, Clerk

(Space Above This Line For Recording Data)

## 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 FEBRUARY 22, 2006, together with all Riders to this document.

(B) "Borrower" is KATHRYN G WILSON AND HUGH BRADFORD WILSON WIFE AND HUSBAND

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is MEMBERS FIRST CREDIT UNION OF FLORIDA

Lender is a FLORIDA BANKING CORPORATION organized and existing under the laws of FLORIDA

Lender's address is PO BOX 12983, PENSACOLA, FLORIDA 32526

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated FEBRUARY 22, 2006. The Note states that Borrower owes Lender ONE HUNDRED EIGHTY-THREE THOUSAND AND 00/100 Dollars (U.S. \$183,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than MARCH 1, 2036.

(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.

(G) "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]:

- |   |   |   |
|---|---|---|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> Second Home Rider  |
| <input type="checkbox"/> Balloon Rider                    | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] |
| <input type="checkbox"/> 1-4 Family Rider                 | <input type="checkbox"/> Biweekly Payment Rider         |   |

(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 mortgage, grant and convey to Lender, the following described property located in the

COUNTY	of	ESCAMBIA
[Type of Recording Jurisdiction]		[Name of Recording Jurisdiction]

LOT 1, BLOCK 38, CORDOVA PARK, BEING A PORTION OF SECTION 2,  
TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA,  
ACCORDING TO PLAT RECORDED IN PLAT BOOK 3 PAGE 74 OF THE PUBLIC  
RECORDS OF SAID COUNTY.

which currently has the address of 500 CONNELL DRIVE

PENSACOLA, Florida 32503 [Street] ("Property Address");  
[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 seized 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 payments 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 RESPA.

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 12 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 12 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.

**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 these 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 60 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 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, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the 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.

**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 Applicable 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 non-existence 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.

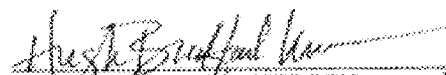
**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered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

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

 (Seal)  
KATHRYN G WILSON -Borrower  
600 CONNELL DRIVE, PENSACOLA,  
FLORIDA 32503

 (Seal)  
HUGH BRADFORD WILSON -Borrower  
600 CONNELL DRIVE, PENSACOLA,  
FLORIDA 32503

..... (Seal)  
-Borrower

..... (Seal)  
-Borrower

..... (Seal)  
-Borrower

..... (Seal)  
-Borrower

Signed, sealed and delivered in the presence of:

  
WITNESS: JULIE A. MESSER

  
WITNESS: DARLENE CRAWFORD

FLORIDA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
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[Space Below This Line For Acknowledgment]

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22nd day of February, 2006  
by KATHRYN G WILSON, AND HUGH BRADFORD WILSON

who is personally known to me or who has produced  
as identification.

(Type of Identification)

Signature

JULIE A. MESSER

Name of Notary

Title

JULIE A. MESSER  
NOTARY PUBLIC - STATE OF FLORIDA  
COMM. EXP 03/21/08  
COMM. NO. DD 301907

Serial Number, if any

JULIE A. MESSER  
NOTARY PUBLIC - STATE OF FLORIDA  
COMM. EXP 03/21/08  
COMM. NO. DD 301907

FLORIDA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
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Loan Number: 3991400-76500

## ADJUSTABLE RATE RIDER

### (3 Year Treasury Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 22nd day of FEBRUARY 22, 2006, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to MEMBERS FIRST CREDIT UNION OF FLORIDA, A FLORIDA BANKING CORPORATION (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

600 CONNELL DRIVE, PENSACOLA, FLORIDA 32503  
(Property Address)

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

#### A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 5.250 %. The Note provides for changes in the interest rate and the monthly payments as follows:

#### 4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

##### (A) Change Dates

The interest rate I will pay may change on the 1st day of MARCH, 2009, and on that day every 36th month thereafter. Each date on which my interest rate could change is called a "Change Date."

##### (B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of three years, as made available by the Federal Reserve Board. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index." If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

##### (C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND 750/1000 percentage points ( 2.750 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125 %). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER-3 YEAR ARM  
Single Family-Fannie Mae/Freddie Mac MODIFIED INSTRUMENT  
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The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 7.250 % or less than 3.250 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO AND 000/1000 percentage points ( 2.000 %) from the rate of interest I have been paying for the preceding 36 months. My interest rate will never be greater than 11.250 %.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Section 18 of the Security Instrument is amended to read as follows:

**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 Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that a risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

 (Seal)  
KATHRYN G WILSON -Borrower

 (Seal)  
HUGH BRADFORD WILSON -Borrower


\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_\_ (Seal)  
-Borrower

MULTISTATE ADJUSTABLE RATE RIDER-3 YEAR ARM  
Single Family-Fannie Mae/Freddie Mac MODIFIED INSTRUMENT  
Form 3114 1/01 Page 3 of 3

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152114.00

IN THE COUNTY COURT IN THE FIRST JUDICIAL CIRCUIT  
IN AND FOR ESCAMBIA COUNTY, FLORIDA

CASE NUMBER: 2010SC003522 DIV:

HSBC BANK NEVADA, N.A.,  
AS SUCCESSOR IN INTEREST TO  
DIRECT MERCHANTS CREDIT CARD BANK, N.A.,

Plaintiff,

vs.

KATHRYN WILSON,

Defendant.

ERNIE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

2010 DEC 22

COUNTY CIVIL DIVISION  
PENSACOLA, FLORIDA

DEFAULT FINAL JUDGMENT

The Defendant failed to appear at the Pre-Trial conference, and the Court finding that Plaintiff is entitled to a Final Judgment, it is:

ADJUDGED that the Plaintiff, HSBC BANK NEVADA, N.A., AS SUCCESSOR IN INTEREST TO DIRECT MERCHANTS CREDIT CARD BANK, N.A., recover from the Defendant, KATHRYN WILSON, the principal sum of \$2,425.68, together with \$220.00 for costs of this suit and \$400.00 as a reasonable fee for Plaintiff's attorney, that shall bear interest at the rate of six percent (6%) per year, for which let execution issue.

IT IS FURTHER ORDERED AND ADJUDGED that the Defendant shall complete Florida Small Claims Rules Form 7.343 (Fact Information Sheet) and return it to the Plaintiff's attorney within 45 days from the date of this Final Judgment, unless the Final Judgment is satisfied or a motion for new trial or notice of appeal is filed. Jurisdiction of this case is retained to enter further orders that are proper to compel the Defendant to complete Form 7.343 and return it to the Plaintiff's attorney.

DONE AND ORDERED at Pensacola, Escambia County, Florida this 16th day of December, 2010.

  
County Court Judge

Copies to:

Nicole Dawn Young  
Attorney for Plaintiff  
Rubin & Debski, P.A.  
P.O. Box 47718  
Jacksonville, FL 32247

Plaintiff's Address (F.S. 55.10)  
HSBC BANK NEVADA, N.A.  
KIERLAND 1, SUITE 300  
SCOTTSDALE, AZ 85254

KATHRYN WILSON  
Defendant  
600 CONNELL DR  
PENSACOLA FL 32503-5017  
SSN: 266-86-5323

Case: 2010 SC 003522

00045441009

Dkt: CC1033 Pg#: 1

N1002565

OR BK 5077 PG1355  
Escambia County, Florida  
INSTRUMENT 2003-063931

OR BK 4874 PG0170  
Escambia County, Florida  
INSTRUMENT 2002-946377

IN THE COUNTY COURT  
IN AND FOR ESCAMBIA COUNTY, FLORIDA

PEOPLES FIRST COMMUNITY BANK,  
c/o Diane Stewart, Vice President  
1022 West 23<sup>rd</sup> Street  
Panama City, Florida 32405

RCD Mar 26, 2002 08:50 am  
Escambia County, Florida

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2002-946377

Plaintiff,

vs.

CASE NO. 2001-SC 297

BRAD H. WILSON,  
600 Connell Drive  
Pensacola, Florida 32503  
Date of Birth: August 5, 1957  
Social Security Number: 256-90-5551

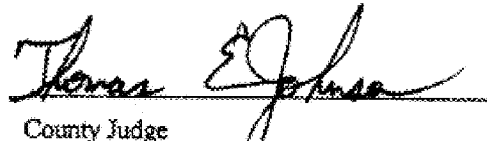
Defendant.

DEFAULT FINAL JUDGMENT

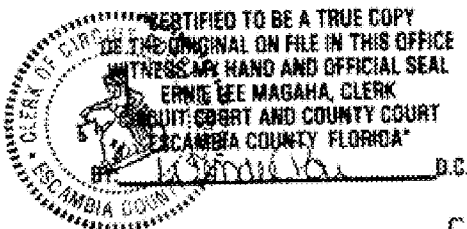
THIS CAUSE having come before the court on the Plaintiff's request for entry of final judgment due to the defendant failing to make payments as agreed in the Stipulation executed on February 20, 2001, and the court being further and fully advised in the premises, it is therefore

ORDERED AND ADJUDGED that the Plaintiff, Peoples First Community Bank, recover from the Defendant, Brad H. Wilson a/k/a H. Bradford Wilson, the sum of \$2,922.40 for damages, court costs, and prejudgment interest, that shall bear interest at a rate of 9% per year, for all of which let execution issue.

DONE AND ORDERED in chambers at Pensacola, Escambia County, Florida, this the 22 day of March 2002.

  
County Judge

I HEREBY CERTIFY that copies of the foregoing have been furnished by mail to all parties this \_\_\_\_\_ day of March 2002.



Deputy Clerk

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2003-063931

RCD Feb 26, 2003 05:15 pm  
Escambia County, Florida

6.00 Due

DIVISION OF UNEMPLOYMENT COMPENSATION

NOTICE OF TAX LIEN

DR BK 4514 P60453  
Escambia County, Florida  
INSTRUMENT 00-698679

Employee: BRAD WILSON  
HIMARK  
221 E GARDEN ST STE 8W  
PENSACOLA, FL 32501

Account Number: 2176240

Loan Number: 99-52810

RCD Jan 18, 2000 01:31 pm  
Escambia County, Florida

Pursuant to the provisions of Section 443.141 (3) (a) and (g) Florida Statutes, known as the lien provisions of the Florida Unemployment Compensation Law, notice is hereby given that the above named employer is liable for the payment of contributions to the Unemployment Compensation Fund of Florida. Pursuant to the provisions of said law, the following contributions, interest, penalties, and fees which after demand for payment thereof remain unpaid, and that by virtue of the above mentioned law, the amount of said contribution (taxes) together with interest, penalties, and other costs that may accrue in addition thereto, constitute a lien in favor of STATE OF FLORIDA DEPARTMENT OF LABOR AND EMPLOYMENT SECURITY upon the title to and interest, whether legal or equitable, in any real property, chattels real, or personal property of said employer.

Please record this tax lien. Send your invoice and delinquent information to:  
DIVISION OF UNEMPLOYMENT COMPENSATION  
DISBURSEMENT SECTION- BK  
107 E MADISON ST  
TALLAHASSEE FL 32309-0200

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 00-698679

Periods for which contributions, interest, penalties, and fees have been assessed, and the amounts thereof, are as follows:

Q/YR	TAX DUE	INTEREST AS OF 01/31/2000	PENALTY DUE	SERVICE DUE	PRINCIPAL FEE
4/1998	179.90	19.79	175.00		
1/1999	14.54	9.32	125.00		
2/1999	96.42	4.82	50.00		
					12.00

TOTAL AMOUNT OF TAX LIEN 686.79

WITNESS THE OFFICIAL SEAL OF THE STATE OF FLORIDA DEPARTMENT OF LABOR AND EMPLOYMENT SECURITY, DIVISION OF UNEMPLOYMENT COMPENSATION, at Tallahassee, Florida, this 7TH day of JANUARY, A.D. 2000

  
KENNETH E. HOLMES  
DIRECTOR, DIVISION OF UNEMPLOYMENT COMPENSATION

LES FORM UCT-14 (Rev. 12/97)



15 - PENSACOLA

STATE OF FLORIDA  
DEPARTMENT OF REVENUE

WARRANT

01010100063

DR BK 4650 PG0218  
Escambia County, Florida  
INSTRUMENT 2001-805423

RCD Jan 17, 2001 03:07 pm  
Escambia County, Florida

WILSON, BRADFORD H  
D/B/A PARADISE 2000 DBA HIMARK OF PENSACOLA  
600 CONNELL DR  
PENSACOLA FL 32503-5017

Ernie Lee Nagaha  
Clerk of the Circuit Court  
INSTRUMENT 2001-805423

027063617

ACCOUNT NUMBER

Re: Warrant issued under Chapter

212 Florida Statutes

THE STATE OF FLORIDA

TO ALL AND SINGULAR, THE CLERKS OF THE CIRCUIT COURTS AND  
ALL AND SINGULAR, THE SHERIFFS OF THE STATE OF FLORIDA  
WARRANT FOR COLLECTION OF DELINQUENT

SALES TAX.

The taxpayer named above in the County of ESCAMBIA, is indebted to the Department of Revenue,  
State of Florida, in the following amounts:

TAX	\$	2,143.33
PENALTY		70.75
INTEREST		245.91
TOTAL	\$	2,465.99
FILING FEE		12.00
GRAND TOTAL	\$	2,477.99

For returns due on or before December 31, 1999, interest is due at the rate of 12% per annum. For returns due  
on or after January 1, 2000, a floating rate of interest applies in accordance with Section 213.235, Florida Statutes.

WITNESS my hand and official seal in this City of PENSACOLA,

ESCAMBIA County, Florida, this 11 day of JANUARY, 2001



Jim Zingale, Executive Director  
Department of Revenue  
State of Florida  
This Instrument Prepared by:

*[Signature]*  
AUTHORIZED AGENT

PENSACOLA TAXPAYER SERVICE CENTER  
36700 N L ST  
PENSACOLA FL 32505-5217  
(850) 595-5170