



# 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

1023.24

**Part 1: Tax Deed Application Information**

Applicant Name Applicant Address	ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC FBO SEC PTY PO BOX 12225 NEWARK, NJ 07101-3411	Application date	Apr 17, 2023
Property description	MOSS JAMES V MOSS RACHEL L 30 LINDA ST PENSACOLA, FL 32506 30 LINDA ST 07-2946-000 LOT 23 BLK 3 DELUNA PARK PB 3 P 20 OR 7587 P 1588	Certificate #	2021 / 3027
		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)
# 2021/3027	06/01/2021	674.00	33.70	707.70
# 2022/3280	06/01/2022	680.28	34.01	714.29
<b>→Part 2: Total*</b>				<b>1,421.99</b>

**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)
# /					
<b>Part 3: Total*</b>					<b>0.00</b>

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	1,421.99
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. <b>Total Paid (Lines 1-6)</b>	<b>1,796.99</b>

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:  Escambia, Florida  
 Signature, Tax Collector or Designee Date May 1st, 2023

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

<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.	36,777.00
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>10/04/2023</u>	
Signature, Clerk of Court or Designee	

INSTRUCTIONS *+ 1250*

**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: 2300155

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

ASSEMBLY TAX 36, LLC  
ASSEMBLY TAX 36 LLC FBO SEC PTY  
PO BOX 12225  
NEWARK, NJ 07101-3411,

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
07-2946-000	2021/3027	06-01-2021	LOT 23 BLK 3 DELUNA PARK PB 3 P 20 OR 7587 P 1588

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  
ASSEMBLY TAX 36, LLC  
ASSEMBLY TAX 36 LLC FBO SEC PTY  
PO BOX 12225  
NEWARK, NJ 07101-3411

04-17-2023  
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>	3525306000023003	<b>Year</b>	<b>Land</b>	<b>Imprv</b>	<b>Total</b>	<b>Cap Val</b>
<b>Account:</b>	072946000	2022	\$15,000	\$97,849	\$112,849	\$73,554
<b>Owners:</b>	MOSS JAMES V MOSS RACHEL L	2021	\$9,000	\$77,082	\$86,082	\$71,412
<b>Mail:</b>	30 LINDA ST PENSACOLA, FL 32506	2020	\$9,000	\$67,541	\$76,541	\$70,427
<b>Situs:</b>	30 LINDA ST 32506	<b>Disclaimer</b>				
<b>Use Code:</b>	SINGLE FAMILY RESID	<b>Tax Estimator</b>				
<b>Taxing Authority:</b>	COUNTY MSTU	<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
09/09/2016	7587	1588	\$50,000	WD		
07/15/2015	7376	24	\$100	QC		<b>Legal Description</b>
03/17/2015	7315	1802	\$100	QC		LOT 23 BLK 3 DELUNA PARK PB 3 P 20 OR 7587 P 1588
02/2003	5084	140	\$100	WD		<b>Extra Features</b>
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						METAL BUILDING

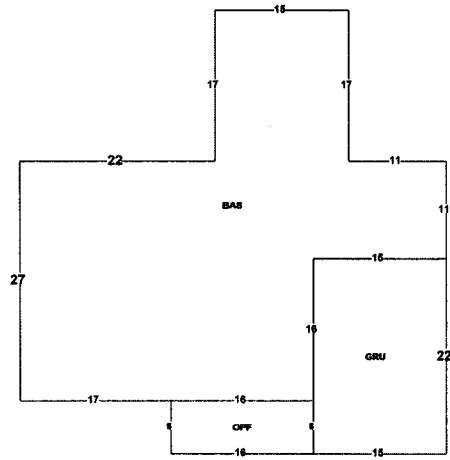
Parcel Information		Launch Interactive Map	
<b>Section Map Id:</b> 35-2S-30-2			
<b>Approx. Acreage:</b> 0.2694			
<b>Zoned:</b> MDR			
<b>Evacuation &amp; Flood Information</b> <a href="#">Open Report</a>			
<a href="#">View Florida Department of Environmental Protection (DEP) Data</a>			
<b>Buildings</b>			
Address: 30 LINDA ST, Year Built: 1956, Effective Year: 1956, PA Building ID#: 84681			

Structural Elements

**DECOR/MILLWORK-AVERAGE**  
**DWELLING UNITS-1**  
**EXTERIOR WALL-BRICK-FACE/VENEER**  
**FLOOR COVER-HARDWOOD/PARQET**  
**FOUNDATION-WOOD/SUB FLOOR**  
**HEAT/AIR-CENTRAL H/AC**  
**INTERIOR WALL-DRYWALL-PLASTER**  
**NO. PLUMBING FIXTURES-3**  
**NO. STORIES-1**  
**ROOF COVER-DIMEN/ARCH SHNG**  
**ROOF FRAMING-HIP**  
**STORY HEIGHT-0**  
**STRUCTURAL FRAME-WOOD FRAME**

 Areas - 1737 Total SF

**BASE AREA - 1311**  
**GARAGE UNFIN - 330**  
**OPEN PORCH FIN - 96**



Images



5/9/2022 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.

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2023036257 5/8/2023 11:10 AM  
OFF REC BK: 8973 PG: 1096 Doc Type: TDN

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **ASSEMBLY TAX 36 LLC** holder of **Tax Certificate No. 03027**, 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:

**LOT 23 BLK 3 DELUNA PARK PB 3 P 20 OR 7587 P 1588**

**SECTION 35, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 072946000 (1023-24)**

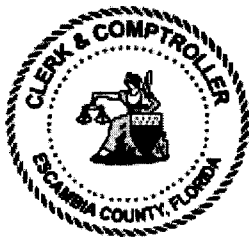
The assessment of the said property under the said certificate issued was in the name of

**JAMES V MOSS and RACHEL L MOSS**

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 October, which is the **4th** day of **October 2023**.

Dated this 5th day of May 2023.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

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



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

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

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

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT**  
**Tax Certificate Redeemed From Sale**  
**Account: 072946000 Certificate Number: 003027 of 2021**

**Payor: ASAP PLUMBING AND GAS LLC 716 ROCKLAND ST CANTONMENT FL 32533      Date**  
 7/12/2023

Clerk's Check #	372616	Clerk's Total	\$497.04
Tax Collector Check #	1	Tax Collector's Total	\$1,971.22
		Postage	\$60.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$2,545.26

**PAM CHILDERS**  
 Clerk of the Circuit Court

Received By:  
 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



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

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

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

**Case # 2021 TD 003027**

**Redeemed Date 7/12/2023**

**Name ASAP PLUMBING AND GAS LLC 716 ROCKLAND ST CANTONMENT FL 32533**

Clerk's Total = TAXDEED	\$497.04
Due Tax Collector = TAXDEED	\$1,971.22
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: 072946000 Certificate Number: 003027 of 2021

Redemption  No  Application Date  Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="10/4/2023"/>	Redemption Date <input type="text" value="7/12/2023"/>
Months	6	3
Tax Collector	<input type="text" value="\$1,796.99"/>	<input type="text" value="\$1,796.99"/>
Tax Collector Interest	\$161.73	\$80.86
Tax Collector Fee	<input type="text" value="\$12.50"/>	<input type="text" value="\$12.50"/>
Total Tax Collector	\$1,971.22	<input type="text" value="\$1,890.35"/> TC
Record TDA Notice	<input type="text" value="\$17.00"/>	<input type="text" value="\$17.00"/>
Clerk Fee	<input type="text" value="\$119.00"/>	<input type="text" value="\$119.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$200.00"/>	<input type="text" value="\$200.00"/>
App. Fee Interest	\$41.04	\$20.52
Total Clerk	\$497.04	<input type="text" value="\$476.52"/> CH
Release TDA Notice (Recording)	<input type="text" value="\$10.00"/>	<input type="text" value="\$10.00"/>
Release TDA Notice (Prep Fee)	<input type="text" value="\$7.00"/>	<input type="text" value="\$7.00"/>
Postage	<input type="text" value="\$60.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$2,545.26	\$2,383.87
	Repayment Overpayment Refund Amount	<input type="text" value="\$161.39 + 120 + 200 = \$481.39"/>
Book/Page	<input type="text" value="8973"/>	<input type="text" value="1096"/> redeemer

## 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 8973, Page 1096, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 03027, issued the 1st day of June, A.D., 2021

TAX ACCOUNT NUMBER: **072946000 (1023-24)**

DESCRIPTION OF PROPERTY:

**LOT 23 BLK 3 DELUNA PARK PB 3 P 20 OR 7587 P 1588**

**SECTION 35, TOWNSHIP 2 S, RANGE 30 W**

NAME IN WHICH ASSESSED: JAMES V MOSS and RACHEL L MOSS

Dated this 12th 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 #: 07-2946-000 CERTIFICATE #: 2021-3027

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: June 28, 2003 to and including June 28, 2023 Abstractor: Pam Alvarez

BY

Michael A. Campbell,  
As President  
Dated: July 14, 2023

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

July 14, 2023

Tax Account #: **07-2946-000**

1. The Grantee(s) of the last deed(s) of record is/are: **JAMES V MOSS AND RACHEL L MOSS**  
**By Virtue of General Warranty Deed recorded 9/9/2016 in OR 7587/1588**
  
2. The land covered by this Report is: **See Attached Exhibit "A"**
  
3. The following unsatisfied mortgages, liens, and judgments affecting the land covered by this Report appear of record:
  - a. **Mortgage in favor of Jennifer L Cobb recorded 9/9/2016 OR 7587/1590**
  - b. **Code Enforcement Order in favor of Escambia County recorded 9/6/2013 OR 7071/1093 together with Cost Order recorded 1/23/2014 OR 7127/1821**
  
4. Taxes:  
  
**Taxes for the year(s) 2020-2022 are delinquent.**  
**Tax Account #: 07-2946-000**  
**Assessed Value: \$73,554.00**  
**Exemptions: HOMESTEAD**
  
5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): **NONE**

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

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

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

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

**CERTIFICATION: TITLE SEARCH FOR TDA**

**TAX DEED SALE DATE:** \_\_\_\_\_ **OCT 4, 2023**  
**TAX ACCOUNT #:** \_\_\_\_\_ **07-2946-000**  
**CERTIFICATE #:** \_\_\_\_\_ **2021-3027**

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 checked="" type="checkbox"/>	<input type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Homestead for <u>2022</u> tax year.

**JAMES V MOSS, RACHEL L MOSS AND  
ELIZABETH DORIS BOYLE MOSS  
30 LINDA ST  
PENSACOLA, FL 32506**

**JAMES V MOSS AND RACHEL L MOSS  
716 ROCKLAND STREET  
CANTONMENT, FL 32533**

**JENNIFER L COBB  
303 PORT ROYAL WAY #303  
PENSACOLA, FL 32502**

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

**Certified and delivered to Escambia County Tax Collector, this 14<sup>th</sup> day of July, 2023.  
PERDIDO TITLE & ABSTRACT, INC.**



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

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

**PROPERTY INFORMATION REPORT**

**July 14, 2023**

**Tax Account #:07-2946-000**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**LOT 23 BLK 3 DELUNA PARK PB 3 P 20 OR 7587 P 1588**

**SECTION 35, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 07-2946-000(1023-24)**

Recorded in Public Records 09/09/2016 at 02:18 PM OR Book 7587 Page 1588, Instrument #2016069674, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$350.00

Prepared by:  
Robert O. Beasley  
Litvak Beasley Wilson & Ball, LLP  
226 East Government Street, Post Office Box 13503  
Pensacola, Florida 32591-3503  
File Number: 16-0220ROB

Consideration: \$50,000.00

**General Warranty Deed**

Made this September 9, 2016 A.D. By **Michael J. Gaudet**, a married man, 2960 Newton Drive, Pensacola, Florida 32503, hereinafter called the grantor, to **James V. Moss, a single man and Rachel L. Moss, a single woman, as joint tenants with right of survivorship**, whose post office address is: 716 Rockland Street, Cantonment, FL 32533, hereinafter called the grantees:

(Whenever used herein the term "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 Ten Dollars, (\$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 23, Block 3, Deluna Park, a subdivision of a portion of Section 35, Township 2 South, Range 30 West, according to the Plat thereof, recorded in Plat Book 3, Page 20, of the Public Records of Escambia County, Florida.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: 35-2S-30-6000-023-003

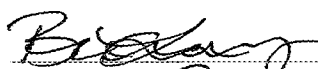
**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

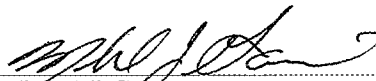
**To Have and to Hold**, the same in fee simple forever.

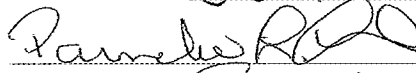
**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, [user type prior year].

**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

*Signed, sealed and delivered in our presence:*

  
Witness Printed Name BreAnna Lorenz

  
.....(Seal)  
Michael J. Gaudet  
Address: 2960 Newton Drive, Pensacola, Florida 32503

  
Witness Printed Name Pamela L. Larkin Address: \_\_\_\_\_

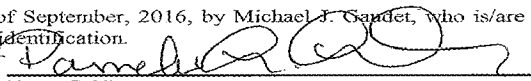
.....(Seal)

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this 9th day of September, 2016, by Michael J. Gaudet, who is/are personally known to me or who has produced as identification.



**Pamela L. Larkin** :  
Notary Public  
Commission #: FF156518 :  
Expires: 09-08-2018

  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

DEED Individual Warranty Deed With Non-Homestead-Legal on Face

RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE



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


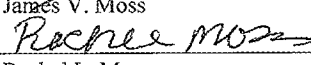
Name of Roadway: 30 Linda Street, Pensacola, Florida 32506



Legal Address of Property: Lot 23, Block 3, Deluna Park, a subdivision of a portion of Section 35, Township 2 South, Range 30 West, according to the Plat thereof, recorded in Plat Book 3, Page 20, of the Public Records of Escambia County, Florida.


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

This form completed by: Litvak Beasley Wilson & Ball, LLP  
P. O. Box 13503  
Pensacola, FL 32591

  
\_\_\_\_\_  
- Witness  
  
\_\_\_\_\_  
- Witness

  
\_\_\_\_\_  
James V. Moss - Borrower  
  
\_\_\_\_\_  
Rachel L. Moss - Borrower

  
\_\_\_\_\_  
- Witness  
  
\_\_\_\_\_  
- Witness

  
\_\_\_\_\_  
Michael J. Gaudet - Seller  
\_\_\_\_\_  
- Seller



Recorded in Public Records 09/09/2016 at 02:18 PM OR Book 7587 Page 1590,  
Instrument #2016069675, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$86.50 MTG Stamps \$140.00 Int. Tax \$80.00

**THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$35,780.08, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.**

Prepared by and Return to:  
Pam Larkin  
Litvak Beasley Wilson & Ball, LLP  
226 East Government Street  
Pensacola, Florida 32502  
16-0220ROB

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

#### Balloon Mortgage

**THIS MORTGAGE**, made as of the 8th day of **September, 2016**, by and between **James V. Moss, a single man, and Rachel L. Moss, a single woman**, whose address is 716 Rockland Street, Cantonment, FL 32533, collectively referred to herein, as "Mortgagors") and **Jennifer L. Cobb**, whose address is 303 Port Royal Way, #303, Pensacola, Florida 32502 (referred to herein as "Mortgagee").

WHEREAS, Mortgagors are justly indebted, to Mortgagee in the principal, sum of **Forty thousand and 00/100 Dollars (\$40,000.00)**, together with interest thereon as evidenced by that certain promissory note (the "Note", which term shall include any modification, renewal, extension or alteration thereof hereafter executed) dated of even date, the final payment of which is due on or before **September 8, 2021**.

NOW THEREFORE, in consideration of the premises, and to secure (i) the payment of the debt evidenced by the Note and any and all extensions and renewals thereof, or of any part thereof, and all interest payable on all of said debt and on any and all such extensions and renewals (such debt or any part thereof, interest thereon, and any extensions and renewals thereof is hereinafter referred to as the "Debt"), (ii) the payment and performance of any guaranty of Mortgagor of all or any portion of the Debt, and the payment and performance by Mortgagor of any security agreement, pledge or other instrument executed by Mortgagor securing all or any portion of the Debt, and any extensions, renewals or modifications of any of the foregoing, and (iii) the compliance with all the covenants, agreements and stipulations of this Mortgage, Mortgagor does hereby grant, bargain, sell, assign, mortgage and convey unto Mortgagee, and where applicable, grant a security interest in:

#### 1. THE MORTGAGED PROPERTY

1.1 All of the land in Escambia County, Florida, described as follows:

**LOT 23, BLOCK 3, DELUNA PARK, A SUBDIVISION OF A PORTION OF SECTION 35, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 20, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.**

together with each and every tenement, hereditament, easement, right, power, privilege, immunity and appurtenance there unto belonging or in anywise appertaining, and any and all reversions, remainders, estates, rights, title, interests and claims of any Mortgagor whatsoever in law as well as in equity in and to all or any part of the foregoing (the "Lands"), any and all buildings and other improvements now or hereafter located on any part thereof (the "Improvements") and any fixtures now or hereafter located on the Lands or affixed to the Improvements (the "Fixtures");

1.2 All rights-of-way, streets, alleys, passages, riparian and littoral rights, waters, water courses, sewer rights, rights, liberties, privileges, tenements, hereditaments, easements, and appurtenances thereunto belonging or in anyway appertaining, whether now owned or hereafter acquired by Debtor, and including all rights of ingress and egress to and from the Land and all adjoining property (whether such rights now exist or subsequently arise), together with the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and

BK: 7587 PG: 1591

1.3 All machinery, apparatus, equipment, fittings, and fixtures, whether actually or constructively attached to the Land, and all building materials of every kind and nature, and all trade, domestic, and ornamental fixtures and all personal property now or hereafter located in, upon, over, or under the Land or any part thereof on or off-site benefiting the Land and used or usable or intended to be used in connection with any present, or future operation of the Land, including, but without limiting the generality of the foregoing: all heating, air-conditioning, lighting, incinerating, and power equipment; all engines, compressors, pipes, pumps, tanks, motors, conduits and switchboards; all plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating, and communications apparatus; all boilers, furnaces, oil burners, vacuum cleaning systems, elevators, and escalators; all built-in stoves, ovens, ranges, disposal units, dishwashers, water heaters, exhaust systems, refrigerators, cabinets, and partitions; all rugs and carpets; laundry equipment; together with all contract rights to acquire any of the foregoing and all deposits and payments made under contracts for the acquisition of same; together with all additions and accessions thereto and replacements thereof and proceeds therefrom (Debtor hereby agreeing with respect to all additions, accessions, replacements and proceeds to execute and deliver from time to time such further instruments as may be requested by Secured Party to confirm and perfect the conveyance, transfer and assignment of any and all of the foregoing); and

1.4 All leases, rents, issues, profits, royalties, income and other benefits derived from the Land and the improvements thereon (collectively the **Rents**), subject to the right, power and authority hereinafter given to Debtor to collect and apply such Rents, and the proceeds from any insurance or condemnation award relating to the Land and the Improvements; and

1.5 All insurance policies and proceeds and all condemnation proceeds, awards, damages and claims relating to or derived from the property described above; and

1.6 All licenses, permits, approvals, certificates and agreements with or from all boards, agencies, departments, governmental or otherwise, relating directly or indirectly to the lease, use, construction, operation and maintenance of all or any portion of the Land or improvements thereon, whether heretofore or hereafter issued or executed, including without limitation all building permits, stormwater permits, water distribution permits, DRI, Department of Transportation permits, sewage collection system permits, utility service agreements, approvals, environmental and wet lands permits and concurrency approvals and permits; and

1.7 All contracts, subcontracts, agreements, service agreements, warranties, purchase orders, plans, drawings, surveys, reports, and specifications that have heretofore been or will hereinafter be executed or prepared by or on behalf of the Debtor, or that have been assigned to the Debtor, in connection with the lease, use, operation and maintenance of all or any portion of the Land, or the construction or development of improvements on all or any portion of the Land, including without limitation all contracts with general contractors, subcontractors, material suppliers, laborers, architects, engineers and surveyors; and

1.8 All contracts and agreements that have heretofore been or will hereafter be executed by or on behalf of the Debtor in connection with the sale, transfer, conveyance, or lease of any lot or portion of all or any portion of the Land and/or improvements thereon, together with deposits and letters of credit issued to Debtor, security or otherwise, paid to Debtor in connection therewith and together with all monies to be paid to Debtor in connection therewith, together with all proceeds thereof; and

1.9 All documents, instruments, covenants, restrictions, declarations, property owner association documents, property owner associations articles of incorporation and by-laws which have heretofore been or will hereafter be executed by or on behalf of the Debtor or which have been assigned to the Debtor in connection with the use, operation, maintenance or development of all or any portion of the Land or the improvements thereon or which benefit the Debtor or all or any portion of the Land or the improvements thereon. (This subparagraph (i) and subparagraphs (f), (g), (h) above, together with any changes, extensions, revisions, modifications, or guarantees of performance thereof, collectively herein the **Documents**); and

All proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing items.

1.10 All proceeds, products and replacements of or accessions to any of the foregoing;

TO HAVE AND TO HOLD unto the Mortgagee, its successors and assigns forever.

As to any personal property or fixtures, this Mortgage is a self-operative security agreement with respect to such property, but Mortgagor agrees to execute and deliver on demand such other security agreements, financing statements, and

other instruments as Mortgagee may request in order to perfect its security interest or to impose the lien hereof more specifically upon any of such property. Mortgagee shall have all the rights and remedies, in addition to those specified herein, of a secured party under the Florida Uniform Commercial Code.

All property described in paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.8, 1.9 and 1.10 is herein referred to collectively as the "Mortgaged Property". The lien of this Mortgage will automatically attach, without further act, to all after acquired property located in or on, or attached to, or used in connection with, the operation of any of the other foregoing items of Mortgaged Property.

PROVIDED ALWAYS, that if the aggregate of all sums constituting the Debt is paid in full, if the covenants and agreements of Mortgagor in all guaranties or security agreements securing all sums constituting the Debt are fully paid and performed, if Mortgagor repays and reimburses Mortgagee for any amounts Mortgagee pays or advances under this Mortgage, and if Mortgagor fulfills all of its obligations under this Mortgage, then this conveyance shall be null and void, but shall otherwise remain in full force and effect.

## 2. COVENANTS OF MORTGAGOR

**2.1 Warranty of Title; Representations and Warranties** Mortgagor covenants, warrants and represents to Mortgagee that Mortgagor is indefeasibly seized of the Mortgaged Property in fee simple, that Mortgagor has the right to mortgage and convey the, Mortgaged Property, that the Mortgaged Property is free of all encumbrances, that Mortgagor will defend title to the Mortgaged Property against the claims of all persons whomsoever, and that Mortgagor will provide such further assurances as Mortgagee deems convenient or necessary to perfect title in Mortgagee. Mortgagor covenants, warrants and represents and shall be deemed to continually covenant, warrant and represent during the term of this Mortgage that, except as has been heretofore disclosed in writing to Mortgagee with specific reference to this paragraph: (a) there are not now and shall not in the future be any toxic substances or hazardous wastes on or under the Lands or Improvements, and that no toxic or hazardous substances will be stored upon or utilized in operations on the Lands except for the use (but not storage) of fuels, lubricants, pesticides and herbicides in accordance with applicable environmental regulations, (b) the Mortgaged Property and its use fully complies with all applicable building and zoning codes and other land use regulations, any applicable environmental laws or regulations, and any other applicable laws or regulations, (c) no part of the Lands have been artificially filled or accreted, and (d) Mortgagor has lawful access to the Lands from a public road, which access is adequate for access to the Mortgaged Property from such public road by automobiles, trucks and pedestrians.

**2.2 Compliance with Terms of Debt.** If Mortgagor is a maker on the Note, Mortgagor will promptly pay as and when due any and all installments of the Debt. If any Mortgagor has executed, a guaranty or security agreement to secure the Debt, Mortgagor will promptly comply with and observe the terms, agreements and covenants of such guaranty or security agreement. Mortgagor shall in all events cause any maker of the Note and any obligor of the Debt to comply fully with such makers or obligor's obligations to Mortgagee.

**2.3 Payment of Taxes and Liens.** Mortgagor shall pay all taxes, assessments, liens, levies, liabilities, obligations and encumbrances of every nature and kind now or hereafter imposed, levied or assessed against the Mortgaged Property. All such payments shall be made when due and payable before they become delinquent and before any interest attaches or any penalty is incurred.

**2.4 Insurance.** Mortgagor shall keep the Mortgaged Property continuously insured in such manner and with such companies as may be satisfactory to Mortgagee, against loss by fire, vandalism, malicious mischief and other perils usually covered by a fire insurance policy with standard extended coverage endorsement, and against loss by such other perils as Mortgagee may from time to time reasonably determine is prudent or is then required by applicable law, with loss, if any, payable to Mortgagee as its interest may appear. Such insurance shall be in an amount at least equal to the full insurable value of the improvements unless Mortgagee agrees in writing that such insurance may be in a lesser amount. The original insurance policy and all replacements therefore shall be delivered to Mortgagee and must provide that they may not be canceled without the insurer giving at least fifteen days prior written notice of such cancellation to the Mortgagee. In the event of a loss, Mortgagor shall give immediate notice by mail to Mortgagee of such loss and Mortgagor's estimate of the amount of such loss. Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee; and the insurance proceeds or any part thereof may be applied by Mortgagee at its option, after deducting therefrom all its expenses including attorney's fees, either to reduction, of the indebtedness or obligations hereby secured or the restoration or repair of the property damaged. Mortgagee is hereby authorized, at its option, to settle and compromise any claims, awards, damages, rights of action and proceeds, and any other payment or relief under any insurance policy. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness or

foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness or obligations secured hereby, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

**2.5 Escrow for Taxes and Insurance.** Mortgagee may, at its option, require Mortgagor to deposit with Mortgagee on the first day of each month (or on the due date of each normal monthly installment), an amount equal to any or all of the following amounts: (i) one-twelfth (1/12th) of the yearly taxes and assessments on the Mortgaged Property, (ii) one-twelfth (1/12th) of the yearly premium for insurance policies on the Mortgaged Property as estimated by Mortgagee, and (iii) such additional amount as is sufficient to enable Mortgagee to pay at least thirty (30) days before they become due all taxes, assessments and similar charges against the Mortgaged Property and all premiums for insurance policies maintained in force on the Mortgaged Property. Such deposits shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereof. Upon demand by Mortgagee, Mortgagor shall deliver up any deficiencies in the amounts necessary to enable Mortgagee to pay such taxes, assessments and similar charges. In the event of a default under this Mortgage, funds held by Mortgagee pursuant to this paragraph may be applied by Mortgagee to the Debt in such manner as Mortgagee may in its sole discretion determine.

**2.6 Condemnation.** If all or any material part of the Mortgaged Property shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by applicable laws to so damage or take, and any transfer, by private sale in lieu thereof), either temporarily or permanently, then the entire indebtedness and other sums secured hereby shall, at the option of Mortgagee, become immediately due and payable. Mortgagee shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of or on account of any damage or taking through condemnation and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto, are hereby assigned by Mortgagor to Mortgagee, who, after deducting therefrom all its expenses including attorneys' fees, may release any monies so received by it without affecting the lien of this Mortgage or may apply the same, in such manner as Mortgagee shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the Note, this Mortgage or any other instruments securing the Note.

**2.7 Care of Mortgaged Property.** Mortgagor shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof, and shall keep the same and the Improvements and Fixtures in good condition and repair. Mortgagor shall notify Mortgagee in writing within five (5) days of any injury, damage or impairment of or occurring on the Mortgaged Property including, but not limited to, serious injury or loss by death or otherwise occurring on the Mortgaged Property. Mortgagee may, at Mortgagee's discretion, have the Mortgaged Property inspected at any time and Mortgagor shall pay all costs incurred by Mortgagee in executing such inspection.

**2.8 Mortgagee's Rights.** In the event Mortgagor fails to pay and/or discharge any taxes, assessments, liens, levies, liabilities, obligations and encumbrances against any of the Mortgaged Property, or fails to keep the Mortgaged Property insured or to deliver the policies, pay premiums, or fails to repair the Mortgaged Property or to have performed environmental studies as herein agreed, Mortgagee is hereby authorized at its option to pay and/or discharge the taxes, assessments, liens, levies, liabilities, obligations and encumbrances or any part thereof, to procure and pay for such insurance or to make and pay for such repairs and studies, and to enter upon and have its agents enter upon the Mortgaged Property for any of such purposes, without any obligation on its part to determine the validity and/or necessity thereof, and without Mortgagee waiving or affecting may option, lien, equity or right under or by virtue of this Mortgage. The full amount of each and every such payment made by Mortgagee for such purposes shall be immediately due and payable by Mortgagor and shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined, and together with such interest, shall be secured by the lien of this Mortgage. Nothing herein contained shall be construed as requiring Mortgagee to advance or expend monies for any of the purposes mentioned in this paragraph.

**2.9 Payment of Expenses.** Mortgagor shall pay and shall indemnify and hold Mortgagee harmless from: (a) all documentary stamp taxes, intangible taxes, and any interest or penalties thereon, which may be due on this Mortgage, the Note, or the Debt, (b) all the costs and charges and expenses, including reasonable attorneys' fees, disbursements and costs of abstracts of title, incurred or paid at any time by Mortgagee in seeking to enforce or preserve Mortgagee's rights under the Note, this Mortgage and any other instrument securing the Debt (c) all liability, loss, cost or expense (including attorneys' fees) of Mortgagee arising from the breach of any covenant, warranty or representation contained in this Mortgage. Such costs, charges and expenses, shall be immediately due and payable, without notice, demand, attempt to collect or suit pending. The full amount of each and every such

payment shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined. All such costs, charges and expenses so incurred or paid, together with such interest, shall be secured by the lien of this Mortgage.

**2.10 No Transfer.** Mortgagor shall not make, suffer or permit the sale, transfer, conveyance, or lease of all or any part of the Mortgaged Property or any interest therein without the prior written consent of Mortgagee, and any such sale, conveyance, transfer or lease made without Mortgagee's prior written consent shall be void. If any person should obtain an interest in all or any part of the Mortgaged Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Mortgagor and an Event of Default. Mortgagor shall immediately notify Mortgagee of any sale, transfer, conveyance or lease of all or any part of the Lands or improvements. Notwithstanding the foregoing, (a) Mortgagor may, subject to compliance with all other terms of this Mortgage and any separate assignment of rents and leases securing the Debt, enter into leases whose maximum term (including all renewal options) does not extend more than three years from the date of execution of such lease, provided that no such lease contains any option to purchase any interest in the Lands or Improvements, and (b) a transfer by devise, descent or operation of law upon the death of a Mortgagor who is a joint tenant shall not be deemed to be prohibited hereby. Any breach of this paragraph shall constitute an "Event of Default."

**2.11 Additional Documents.** At any time and from time to time, upon Mortgagee's request, Mortgagor shall make, execute and deliver or cause to be made, executed and delivered, to Mortgagee and, where appropriate, shall cause to be recorded or filed and from time to time thereafter to be re-recorded or re-filed at such time and in such offices and places as shall be deemed desirable, such further assurances, certificates and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, enlarge or perfect, or to continue and preserve the obligations of Mortgagor under the Note and this Mortgage, and the lien of this Mortgage as a first and prior lien upon all of the Mortgaged Property (except for Permitted Encumbrances), whether now owned or hereafter acquired, or in order to correct any mistake or clerical error. Upon any failure by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record, or re-file any and all such mortgages, instruments, certificates and documents in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee agent and attorney-in-fact of Mortgagor to do so.

**2.12 Notification.** Mortgagor shall immediately notify Mortgagee of (a) any Event of Default or any occurrence which, with the giving of notice or the lapse of time or both would constitute an Event of Default, (b) the institution of any administrative proceeding (e.g., rezoning, environmental proceedings, etc.) or court proceeding concerning or affecting the Mortgaged Property, (c) the occurrence of any discharge or spill of toxic or hazardous substances on the Lands and (d) the actual or suspected presence of any chemical compound or substance in ground water or soils on the Lands in excess of permissible limits under applicable environmental laws. Failure to provide such notice within 15 days shall constitute an Event of Default.

**2.13 Environmental Audits.** Upon the reasonable request of Mortgagee and in any event if requested by Mortgagee subsequent to the occurrence of an Event of Default, Mortgagor shall cause to be performed at Mortgagor's expense by qualified environmental auditors acceptable to Mortgagee the following in form and substance satisfactory to Mortgagee: (a) an environmental audit which is sufficient to indicate whether any environmental remediation is required or recommended and (b) if remediation is required or recommended, a contamination assessment report and a remedial action plan. If remediation is required or recommended, Mortgagor shall promptly institute and expeditiously complete such remediation.

**2.14 Environmental Condition of Property; Indemnification.** Mortgagor warrants and represents to Mortgagee, after thorough investigation that: (a) the Mortgaged Property described herein is now and at all times hereafter will continue to be in full compliance with all federal, state and local environmental laws and regulations, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Public Law No. 96-510, 94 Stat. 2767, 42 USC 9601 *et seq.* and the Superfund Amendments and Reauthorization Act of 1986 (SARA), Public Law No. 99-499, 100 Stat. 1613, and (b)(i) as of the date hereof there are no hazardous materials, substances, wastes or other environmentally regulated substances (including without limitation, any material containing asbestos) located on, in or under the Mortgaged Property or used in connection therewith, or (ii) Mortgagor has fully disclosed to Mortgagee in writing the existence, extent and nature of any such environmentally regulated substances, which Mortgagor is legally authorized and empowered to maintain on, in or under the Mortgaged Property or use in connection therewith, and Mortgagor has obtained and will maintain all licenses, permits and approvals required with respect thereto, and is in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. Mortgagor further warrants and represents that it will promptly notify Mortgagee of any change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Mortgaged Property or used in connection therewith, and will transmit to Mortgagee copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the Mortgaged Property.

Mortgagor shall indemnify and hold Mortgagee harmless from and against any and all damages, penalties, fines, claims, liens, suits, liabilities, costs, (including, clean-up costs), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) of every kind and nature suffered by or asserted against Mortgagee as a direct or indirect result of any breach of Mortgagor's obligations under the preceding paragraph or any warranty or representation made by Mortgagor in the preceding paragraph being false or untrue in any material respect or any delay or failure by Mortgagor to comply with any requirement under any law, regulation or ordinance, local, state or federal, which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by Mortgagee, Mortgagor or any transferee of Mortgagor or Mortgagee.

Mortgagor's obligations hereunder shall not be limited to any extent by the term of the Note secured hereby, and, as to any act or occurrence prior to payment in full and satisfaction of said Note which gives rise to liability hereunder, shall continue, survive and remain in full force and effect notwithstanding payment in full and satisfaction of said Note and this Security Instrument or foreclosure under this Security Instrument, or delivery of a deed in lieu of foreclosure.

**2.15 Secondary Financing.** Without the prior written consent of Mortgagee, Mortgagor shall not create or cause or permit to exist any lien, mortgage or security interest in or on the Mortgaged Property or any portion thereof other than this Mortgage. In any event, a default by Mortgagor under any subordinate lien, security interest or mortgage encumbering the Mortgaged Property or any part thereof shall constitute a default by Mortgagor under this Mortgage.

### 3. EVENTS OF DEFAULT

**3.1 Events of Default.** Any one of the following shall constitute an Event of Default: (a) failure to pay, as and when due and payable, or, if a grace period is provided, within such applicable grace period, any installment of principal or interest due on the Debt, or any deposit for taxes and assessments or insurance premiums due hereunder, or any other sums to be paid by Mortgagor hereunder or under any other instrument securing the Debt; (b) any occurrence specifically designated by any provision of this Mortgage as an Event of Default; (c) failure to duly keep, perform and observe any covenant, condition or agreement in the Note, this Mortgage or any other instrument evidencing or securing the Debt for a period of fifteen (15) days after Mortgagee gives written notice specifying the failure; (d) the passage of any law (i) which authorizes the imposition of any specific tax upon this Mortgage and which precludes Mortgagor from paying such tax or which permits or authorizes the deduction of any such tax from the principal or interest of the Debt, or (ii) by virtue of which any tax, lien or assessment upon the Mortgaged Property shall be chargeable against Mortgagee; (e) if any Mortgagor or any maker, guarantor or endorser of the Note or all or any portion of the Debt: (i) becomes a bankrupt or debtor, whether voluntarily or involuntarily, under any provision of the federal Bankruptcy Code or other federal or state laws relating to insolvency or debtor relief, (ii) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution or similar relief for itself or for any other party, (iii) seeks, consents to, acquiesces in, or suffers the appointment of any trustee, receiver, master or liquidator of itself or of all or any part of the Mortgaged Property, or (iv) makes any general assignment for the benefit of creditors, or (v) makes any admission in writing of its inability to pay its debts generally as they become due; or (f) any breach of any warranty or material untruth of any representation contained in the Note, this Mortgage or any other instrument evidencing, securing or pertaining to the Debt, including any loan agreement related thereto.

### 4. REMEDIES OF MORTGAGEE

**4.1 Acceleration.** If an Event of Default shall have occurred, Mortgagee may declare the outstanding principal amount of the Note and all other sums constituting the Debt and the interest accrued thereon, and all other sums secured hereby, to be immediately due and payable in full without notice or demand, and upon such declaration such principal and interest and other sums shall immediately become due and payable in full without demand, notice or presentment for payment.

**4.2 Foreclosure.** If an Event of Default shall have occurred, this Mortgage may be foreclosed in any manner in accordance with this Mortgage and applicable law, in which event reasonable attorney's fee shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale. Mortgagee may, at its option, foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property and the failure to make any such tenants parties defendants to any such foreclosure proceeding and to foreclose their rights shall not be, nor be asserted to be by the Mortgagor, a defense to any proceedings instituted by the Mortgagee to collect the sums secured hereby or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

**4.3 Receiver.** Upon any default, the Mortgagee, upon application to a court of competent jurisdiction, shall be entitled, ex parte and without notice to the extent permitted by law, and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver of and for the Mortgaged Property and of and for the operation of any business enterprise then operated thereon and of and for the collection of the Rents and Accounts, and to take possession of and to operate the Mortgaged Property and to collect the Rents and Accounts. The Mortgagor shall pay to the Mortgagee upon demand all expenses, including receiver's fees, attorney's fees, costs and agent's compensation, incurred pursuant to the provisions contained in this Section, and all such expenses shall be secured by this Mortgage and shall bear interest at the after-default rate provided in the Note.

**4.4 Repossession and Sale of Personal Property.** Expenses of retaking, holding, preparing for sale, selling or the like shall be borne by Mortgagor and shall include Mortgagee's attorneys' fees and legal expenses. Mortgagor, upon demand of Mortgagee, shall assemble all personal property subject to this Mortgage and Security Agreement and make it available to Mortgagee at the Property, a place which is hereby deemed to be reasonably convenient to Mortgagee and Mortgagor. Mortgagee shall have the right to cause any of the Mortgaged Property which is subject to the security interest of Mortgagee hereunder to be sold at any one or more public or private sales as permitted by applicable law. Any such disposition may be conducted by an employee or agent of Mortgagee. Any person, including Mortgagor and Mortgagee, shall be eligible to purchase any part or all of such property at any such sale. Mortgagee shall give Mortgagor at least five (5) days' prior written notice of the time and place of any public sale or other disposition of such property or of the time of or after which any private sale or other intended disposition is to be made, and if such notice is sent to Mortgagor as provided for the mailing of notices herein, it is hereby deemed that such notice shall be and is reasonable notification to Mortgagor.

**4.5 Remedies Cumulative.** All remedies contained in this Mortgage are cumulative, and the Mortgagee also has all other remedies provided by law, in equity, by statute or in any other agreement between the Mortgagor and the Mortgagee. No right, power or remedy conferred upon or reserved to the Mortgagee by this Mortgage, the Note or any assignment of leases or other agreement now or hereafter evidencing, securing or otherwise relating to the Loan shall be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or failure by the Mortgagee to exercise any right or remedy under this Mortgage will be construed to be a waiver of that right or remedy or of any default by the Mortgagor. The Mortgagee may exercise any one or more of its rights and remedies at its option without regard to the adequacy of its security.

## 5. MISCELLANEOUS

**5.1 Negative Amortization.** This Mortgage secures any negative amortization or deferred interest accruing under the Note. Such negative amortization and deferred interest may cause the outstanding principal balance of the Debt to increase from time to time over the face amount of the Note. A copy of the Note and a statement of the principal balance outstanding may be obtained from Mortgagee by written request at Mortgagee's address written above.

**5.2 Future Advances.** This Mortgage is given to secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of Mortgagee or otherwise, as are made within 15 years from the date hereof, to the same extent as if such future advances are made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid principal balance so secured at any one time shall not exceed double the face amount of the Note, plus interest thereon, and plus, as permitted by Florida statutes, any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property, and, if this Mortgage secures a construction loan agreement, any advances or disbursements made under such construction loan agreement to enable completion of the contemplated improvement, with interest on such disbursements at the Default Rate.

**5.3 Prior Mortgages.** (a) If mortgages are listed above as "Permitted Encumbrances", the lien of this Mortgage may be subject to one or more prior mortgages which encumber all or a portion of the Mortgaged Property. Any mortgage to which the lien of this Mortgage is inferior in whole or part is herein referred to as a "prior mortgage". If no prior mortgages are listed, then the existence of any prior mortgage constitutes a default which entitles Mortgagee to exercise all remedies available on default notwithstanding Mortgagee's exercise of its rights under this paragraph.

(b) Mortgagor hereby covenants and agrees (i) to observe and perform promptly all of the covenants and conditions contained in any prior mortgage and to do all things necessary to preserve and keep unimpaired its rights thereunder; (ii) to notify Mortgagee in writing immediately of any default in the performance and the observance of any of the terms, covenants or conditions to be performed or observed under any prior mortgage and promptly to cause to be delivered to Mortgagee a copy of each notice given by the Mortgagee under any prior mortgage.

(c) In the event Mortgagor fails to make any payments required under any prior mortgage, to perform any of the terms, covenants and conditions required to be performed or observed under any prior mortgage, or to do any act set forth in the preceding sub-paragraph, then Mortgagee may, but without obligation to do so, and without notice to or demand upon Mortgagor, and without releasing Mortgagor from any obligation hereof, make or do the same in such manner and to such extent as Mortgagee may deem necessary to protect its interest under this Mortgage. Mortgagee's rights hereunder shall specifically include, but without limitation thereto, the right to pay any and all payments of interest and principal, insurance premiums, taxes and assessments and other sums due or to become due under any prior mortgage. Upon receipt by Mortgagee of any written notice of default under any prior mortgage, Mortgagee may rely thereon and take any action it deems necessary to cure such alleged default even though file existence of such alleged default or the nature thereof may be questioned or denied by Mortgagor or by any party on behalf of Mortgagor. Mortgagor hereby expressly grants to Mortgagee and agrees that Mortgagee shall have, the absolute and immediate right to enter upon the Mortgaged Property to such extent and as often as Mortgagee in its sole discretion deems necessary or desirable in order to prevent or cure any such alleged default by Mortgagor. Mortgagee may pay and expend such sums of money as Mortgagee in its sole discretion deems necessary for any such purpose, may pay expenses, employ counsel and pay counsel's attorneys' fees.

(d) Any default under any prior mortgage shall constitute an Event of Default under this Mortgage.

(e) Mortgagor hereby irrevocably designates Mortgagee as its attorney-in-fact to (i) perform or observe on behalf of Mortgagor any covenant or condition which Mortgagor fails to perform or observe under any prior mortgage, whether or not any applicable grace period has lapsed; and (ii) exercise file right of Mortgagor to prepay any prior mortgage at any time after an Event of Default under, this Mortgage has occurred and shall be continuing, Mortgagee being specifically given the right to incur on behalf of Mortgagor any prepayment charge or penalty under any prior mortgage or the indebtedness which it secures.

(f) Mortgagor irrevocably authorizes the holder of any prior mortgage to disclose to Mortgagee (i) the amount of indebtedness secured by the prior mortgage, the amount of such indebtedness which remains unpaid and the payment schedule, (ii) the amounts of any payments which are in arrears, (iii) whether there exists any default under the prior mortgage, and (iv) any other information which Mortgagee may reasonably request.

(g) All costs, charges and expenses incurred by Mortgagee and any advances made by Mortgagee in connection with any action authorized by this paragraph shall be repaid by Mortgagor on demand, with interest at the Default Rate, and all such amounts with interest shall be secured by the lien of this Mortgage to the same extent as it paid, or expended on the date hereof.

(h) Mortgagor will not do anything, or permit or suffer anything to be done or left undone, which would increase or result in any increase in the indebtedness or other sums secured by any prior mortgage.

(i) If a prior mortgage is listed as a Permitted Encumbrance, Mortgagee acknowledges that its rights to insurance and condemnation proceeds may be subject to the right of the holder of such prior mortgage. Mortgagee agrees to permit the application of casualty insurance proceeds to the restoration and repair of the Improvements and Fixtures provided (i) there is then no default hereunder, (ii) the holder(s) of the prior mortgages) permits such application, (iii) Mortgagee is provided with plans and specifications for such repair and restoration, and, in Mortgagee's absolute and sole judgment and discretion, such repair and restoration is economically feasible and would not lessen the likelihood of the repayment of the Debt, and (iv) procedures are established to insure to Mortgagee's satisfaction the proper application of insurance proceeds to repair and restoration of the Mortgaged Property.

**5.4 Miscellaneous.** This Mortgage shall insure to the benefit of and be binding upon the heirs, successors and assigns of file parties. There are no third party beneficiaries to this Mortgage. The obligations of the persons and entities named as "Mortgagor" are joint and several. When used herein, the phrase "any Mortgagor" shall be construed to mean "any one or more of the persons or entities named as Mortgagor and any general partner or co-venturer of any of the foregoing". When used herein, the word "including" shall be deemed to mean "including but not limited to". In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Mortgage or any other instrument evidencing or securing the Debt shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note and any other instrument evidencing or securing the Debt shall be in no way affected, prejudiced or disturbed thereby. Paragraph headings are for convenience only and shall not be used to construe or interpret this Mortgage. Mortgagor shall pay the cost of releasing or satisfying this Mortgage of record and tender such costs at the time the Debt is paid in full. This Mortgage shall be governed by the laws of Florida.



**5.5 Default Rate.** The Default Rate shall be the rate of interest specified in the Note as accruing after maturity (by acceleration or otherwise), or if no such rate is specified, the maximum rate of interest permitted to be charged under applicable law.

**5.6 Litigation and Attorney's Fees.** Mortgagor shall pay or reimburse Mortgagee for all reasonable attorney's fees, costs and expenses incurred by Mortgagee in any proceeding involving the estate of a decedent, debtor, bankrupt or insolvent, or in any action, proceeding or dispute of any kind in which the Mortgagee is an interested party, is made a party or appears as party plaintiff or defendant, affecting the Loan, this Mortgage or the Mortgaged Property, including without limitation the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property, any bankruptcy proceeding, any probate proceeding or any action to protect the security hereof, and in any situation where Mortgagee employs an attorney to protect the Mortgagee's rights hereunder, whether or not legal proceedings are commenced or involved. All such amounts paid by Mortgagee shall be secured by this Mortgage, shall bear interest at the after-default rate specified in the Note and shall be payable by Mortgagor upon demand.

**5.7 WAIVER OF JURY TRIAL. MORTGAGOR AND ALL PERSONS OBLIGATED FOR REPAYMENT OF ALL OR ANY PART OF THE INDEBTEDNESS SECURED BY THIS MORTGAGE (WHETHER AS MAKER, CO-MAKER, GUARANTOR, SURETY OR ENDORSER) (COLLECTIVELY, THE "OBLIGORS") HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE THAT:**

(1) MORTGAGOR AND THE OBLIGORS WAIVE THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, CROSSCLAIM OR OTHER ACTION OR PROCEEDING ARISING FROM OR BASED UPON THIS MORTGAGE OR ANY OF THE LOAN DOCUMENTS, AND NEITHER THE MORTGAGOR, NOR MORTGAGOR'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS, NOR ANY OTHER OBLIGOR OR SUCH OBLIGOR'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS, SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, CROSS-CLAIM OR OTHER ACTION OR PROCEEDING ARISING FROM OR BASED UPON THIS MORTGAGE OR ANY OF THE LOAN DOCUMENTS.

(2) NEITHER THE MORTGAGOR, NOR MORTGAGOR'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS, NOR ANY OTHER OBLIGOR OR SUCH OBLIGOR'S HEIRS LEGAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS, SHALL SEEK TO CONSOLIDATE ANY CLAIM AS TO WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY CLAIM IN WHICH A JURY TRIAL HAS NOT BEEN OR CANNOT BE WAIVED.

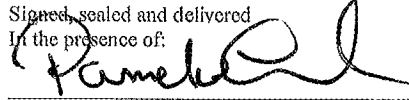
(3) THE PROVISIONS OF THIS SECTION 5.7 HAVE BEEN FULLY NEGOTIATED BY MORTGAGEE, MORTGAGOR AND THE OTHER OBLIGORS, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS.

(4) NEITHER MORTGAGEE NOR ANY OFFICER, EMPLOYEE, ATTORNEY, AGENT OR OTHER REPRESENTATIVE OF MORTGAGEE HAS IN ANY WAY AGREED WITH OR REPRESENTED TO MORTGAGOR OR ANY OTHER OBLIGOR THAT THE PROVISIONS OF THIS SECTION 5.7 WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

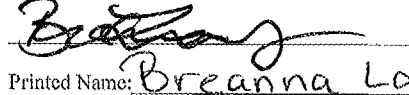
(5) THIS SUBSECTION 5.7 IS A MATERIAL INDUCEMENT FOR MORTGAGEE TO ENTER INTO THE LOAN AND OTHER TRANSACTIONS EVIDENCED BY THIS MORTGAGE AND THE LOAN DOCUMENTS.

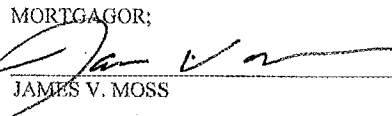
THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$35,780.08, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

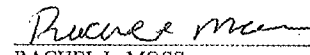
IN WITNESS WHEREOF, the undersigned Mortgagor has executed and delivered this instrument as of the date and year first above written.

Signed, sealed and delivered  
In the presence of:  


Print Name: Pamela L. Larkin

  
Printed Name: Breanna Lorenz

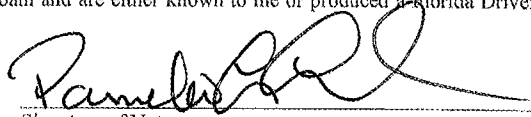
MORTGAGOR;  
  
JAMES V. MOSS

  
RACHEL L. MOSS

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 8th day of September, 2016, by James V. Moss, a single man Rachel L. Moss, a single woman. Said person(s) did not take an oath and are either known to me or produced a Florida Drivers License as identification.

(Notary Seal Must Be Affixed)

  
Signature of Notary



**Pamela L. Larkin**  
Notary Public  
Commission #: FF156518  
Expires: 09-08-2018

Recorded in Public Records 09/06/2013 at 10:39 AM OR Book 7071 Page 1093,  
Instrument #2013067653, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$44.00

Recorded in Public Records 09/06/2013 at 10:29 AM OR Book 7071 Page 1059,  
Instrument #2013067646, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$44.00

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

**ESCAMBIA COUNTY, FLORIDA**

**VS.**

**CASE NO: CE#13-05-00910  
LOCATION: 607 Bayliss Ct  
PR# 461S302001003054**

**James V Moss  
716 Rockland St  
Cantonment, FL 32533**

**ORDER**

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

- 42-196 (a) Nuisance Conditions
- 42-196 (b) Trash and Debris
- 42-196 (c) Inoperable Vehicle(s); Described \_\_\_\_\_

- 42-196 (d) Overgrowth

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE  
 WITNESS MY HAND AND OFFICIAL SEAL  
 PAM CHILDERS  
 CLERK OF THE CIRCUIT COURT & COMPTROLLER  
 ESCAMBIA COUNTY, FLORIDA  
 DATE: 9-10-13 *[Signature]* D.C.

- 30-203 Unsafe Building; Described as  Main Structure  Accessory Building(s)
  - (a)  (b)  (c)  (d)  (e)  (f)  (g)  (h)  (i)  (j)  (k)  (l)  (m)  (n)  (o)
  - (p)  (q)  (r)  (s)  (t)  (u)  (v)  (w)  (x)  (y)  (z)  (aa)  (bb)  (cc)  (dd)
- 94-51 Obstruction of County Right-of-Way (ROW)
- 82-171 Mandatory Residential Waste Collection
- 82-15 Illegal Burning
- 82-5 Littering Prohibited
- LDC Article 6 Commercial in residential and non permitted use
- LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits
- LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: JAMES MLOSS shall have until October 1, 2013 to correct the violation and to bring the violation into compliance. Corrective action shall include:

- Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- Immediately cease burning and refrain from future burning
- Remove all refuse and dispose of legally and refrain from future littering
- Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- Obtain necessary permits or cease operations
- Acquire proper permits or remove sign(s)
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_
- Other \_\_\_\_\_

BK: 7071 PG: 1096

BK: 7071 PG: 1062

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 25.00 per day, commencing 10-2-, 2013. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$ 2150.00 are awarded in favor of Escambia County as the prevailing party against James M. S.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

BK: 7071 PG: 1097 Last Page

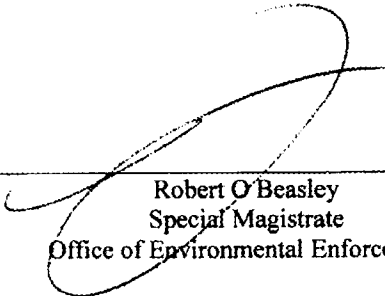
BK: 7071 PG: 1063 Last Page

**You have the right** to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 6708 Plantation Road Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building,

190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

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

**DONE AND ORDERED** at Escambia County, Florida on the 3<sup>rd</sup> day of September, 2013.



Robert O'Beasley  
Special Magistrate  
Office of Environmental Enforcement

Recorded in Public Records 01/23/2014 at 09:58 AM OR Book 7127 Page 1821,  
Instrument #2014004853, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$10.00

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 13-05-00910

Location: 607 Bayliss Ct

PR# 461S302001003054

James V Moss  
716 Rockland Street  
Cantonment, FL 32533

**ORDER**

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of September 03, 2013; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-196 (a) Nuisance Conditions, (b) Trash & Debris, 30-203 (m), (n), (o), (p), and (t). THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated September 03, 2013.

Itemized	Cost
a. Fines	\$ 0.00
b. Court Costs	\$ 950.00
c. County Abatement Fees	\$ 0.00
Total:	\$ 950.00

DONE AND ORDERED at Escambia County, Florida on this 12<sup>th</sup> day of July, 2014.

  
Robert O. Beasley  
Office of Environmental Enforcement