PALM CITY, FL	34991		

Applicant's signature

04-25-2023 Application Date

### **APPLICATION FOR TAX DEED**

Section 197.502, Florida Statutes

Application Number: 2300245

To: Tax Collector of ESCAMBIA COUNTY	, Florida
I,	
ELEVENTH TALENT, LLC	
PO BOX 769	
PALM CITY, FL 34991,	

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
11-4414-140	2021/5581	06-01-2021	BEG AT SE COR OF NE 1/4 OF SE 1/4 OF SEC 31 (SD PT BEING REPRESENTED BY A 4 FT SQ CONCRETE MONUMENT WITH ST REGIS WRITTEN ON SIDE SD PT BEING 8 17/100 FT S & 23 68/100 FT E OF 3 FT ROUND CONCRETE MONUMENT USED BY UNITED GAS COMPANY) S 89 DEG 28 MIN 46 SEC W ALG S LI OF SD NE 1/4 FOR 828 63/100 FT FOR POB N 07 DEG 10 MIN 21 SEC W FOR 179 54/100 FT TO SLY R/W LI OF KINGSFIELD RD (50 FT R/W) S 73 DEG 28 MIN 34 SEC W ALG SD SLY R/W LI FOR 77 33/100 FT S 07 DEG 10 MIN 21 SEC E FOR 158 08/100 FT TO S LI OF SD NE 1/4 N 89 DEG 28 MIN 46 SEC E ALG SD S LI FOR 76 82/100 FT TO POB OR 2495 P 841 OR 3297 P 273 ALSO BEG AT SE COR OF NE1/4 OF SE1/4 OF SEC S 89 DEG 28 MIN 46 SEC W 905 46/100 FT FOR POB N 7 DEG 10 MIN 21 SEC W 158 08/100 FT TO SLY R/W LI OF KINGSFIELD RD (50 FT R/W) S 73 DEG 28 MIN 34 SEC W 6 25/100 FT S 7 DEG 10 MIN 21 SEC E 156 48/100 FT TO S LI OF NE1/4 N 89 DEG 28 MIN 46 SEC E 6 21/100 FT TO POB OR 6413 P 1109

### 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 ELEVENTH TALENT, LLC PO BOX 769

Par	t 5: Clerk of Court Certified Amounts (Lines 8-14)	
8.	Processing tax deed fee	
9.	Certified or registered mail charge	
10.	Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11.	Recording fee for certificate of notice	
12.	Sheriff's fees	
13.	Interest (see Clerk of Court Instructions, page 2)	
14.	Total Paid (Lines 8-13)	
15.	Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	28,619.00
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign I	nere: Date of sale 02/07/20 Signature, Clerk of Court or Designee	024

#### **INSTRUCTIONS**

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

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

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

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

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

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

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

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

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

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

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

### Clerk of Court (complete Part 5)

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

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

BEG AT SE COR OF NE 1/4 OF SE 1/4 OF SEC 31 (SD PT BEING REPRESENTED BY A 4 FT SQ CONCRETE MONUMENT WITH ST REGIS WRITTEN ON SIDE SD PT BEING 8 17/100 FT S & 23 68/100 FT E OF 3 FT ROUND CONCRETE MONUMENT USED BY UNITED GAS COMPANY) S 89 DEG 28 MIN 46 SEC W ALG S LI OF SD NE 1/4 FOR 828 63/100 FT FOR POB N 07 DEG 10 MIN 21 SEC W FOR 179 54/100 FT TO SLY R/W LI OF KINGSFIELD RD (50 FT R/W) S 73 DEG 28 MIN 34 SEC W ALG SD SLY R/W LI FOR 77 33/100 FT S 07 DEG 10 MIN 21 SEC E FOR 158 08/100 FT TO S LI OF SD NE 1/4 N 89 DEG 28 MIN 46 SEC E ALG SD S LI FOR 76 82/100 FT TO POB OR 2495 P 841 OR 3297 P 273 ALSO BEG AT SE COR OF NE1/4 OF SEC S 89 DEG 28 MIN 46 SEC W 905 46/100 FT FOR POB N 7 DEG 10 MIN 21 SEC W 158 08/100 FT TO SLY R/W LI OF KINGSFIELD RD (50 FT R/W) S 73 DEG 28 MIN 34 SEC W 6 25/100 FT S 7 DEG 10 MIN 21 SEC E 156 48/100 FT TO S LI OF NE1/4 N 89 DEG 28 MIN 46 SEC E 6 21/100 FT TO POB OR 6413 P 1109



### **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

0224-46

Part 1: Tax Deed	Application Infor	mation						
Applicant Name Applicant Address	PO BOX 769	ELEVENTH TALENT, LLC PO BOX 769 PALM CITY, FL 34991			Application date		Apr 25, 2023	
Property description	HENLEY EDWARD JR 2620 W KINGSFIELD RD CANTONMENT, FL 32533					ficate #	2021 / 5581	
CANTONMENT, FL 32533 2620 W KINGSFIELD RD 11-4414-140 BEG AT SE COR OF NE 1/4 OF SE 1/4 OF SEC 31 (SD PT BEING REPRESENTED BY A 4 FT SQ CONCRETE MONUMENT (Full legal attached.)						V4 OF SE 1/4 OF SEC 31 NTED BY A 4 FT SQ  Date certificate issued		
Part 2: Certificate	es Owned by App	licant and	i Filed wi	th Tax Deed	Appli	ication		
Column 1 Certificate Numbe	Column er Date of Certific			olumn 3 unt of Certificate		Column 4 Interest	Column 5: Total (Column 3 + Column 4)	
# 2021/5581	06/01/20	021		572.38		28.62	601.00	
						→Part 2: Total*	601.00	
Part 3: Other Cei	rtificates Redeeme	ed by App	olicant (C	ther than Co	unty)			
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Face Ar	mn 3 mount of ertificate	Column 4 Tax Collector's f	Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)	
# 2022/6053	06/01/2022		581.95		6.25	29.10	617.30	
				Part 3: Total*		617.30		
Part 4: Tax Colle	ector Certified Am	ounts (Li	nes 1-7)					
1. Cost of all cert	ificates in applicant's	possessior	and other			ed by applicant of Parts 2 + 3 above)	1,218.30	
2. Delinquent tax	es paid by the applica	ant					0.00	
3. Current taxes	paid by the applicant						513.38	
4. Property inform	nation report fee						200.00	
5. Tax deed application fee							175.00	
6. Interest accrue	ed by tax collector und	ier s.197.5	42, F.S. (s	ee Tax Collecto	r Insti	ructions, page 2)	0.00	
7.					To	tal Paid (Lines 1-6)	2,106.68	
	nformation is true and d that the property inf				y infor	mation report fee, ar	nd tax collector's fees	
Onn no 1	ho nan	n d	)			Escambia, Florid	a	
Sign hepe	UU/I.WV	nery				Date June 15th,	3033	

+\$6.25

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

**Real Estate Search** 

Nav. Mode 

Account 

Parcel ID

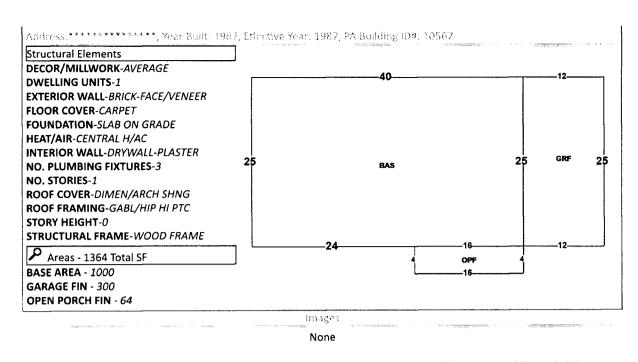
**Tangible Property Search** 

Sale List

Printer Friendly Version

**Back** 

General Infor	mation	Assess	ments			
Parcel ID:	311N314102000007	Year	Land	Imprv	Total	<u>Cap Val</u>
Account:	114414140	2022	\$11,400	\$99,191	\$110,591	\$57,238
Owners:	********	2021	\$11,400	\$79,296	\$90,696	\$55,571
	******	2020	\$11,400	\$69,561	\$80,961	\$54,804
	********	p ho.MA.A.A.A.	A CONTRACTOR OF THE STATE OF TH		and the state of t	
B4ail.	******			Disclaime	er	
Mail:	*******					
	*******			Tax Estima	tor	
	******	Fi	le for New	Homestead	Exemption	Online
Situs:	******	''	ic for feet		- LACTIPETOTI	·······
Use Code:	SINGLE FAMILY RESID 🔑					
Taxing Authority:	COUNTY MSTU					
Sales Data Sale Date	e Book Page Value Type	*.	ertified Roll E			
12/16/2008 **** **** \$100 ****  12/1992 **** **** \$17,580 ****  12/1987 **** **** \$36,500 ****  Official Records courtesy of Pam Childers				E 1/4 OF SE 1/ D BY A 4 FT SQ ST		\$D PT
Escambia Cou Comptroller	unty Cierk of the Circuit Court and	CARPO	Features ORT E SHED	estantista eta etti tillimaannama että		
Parcel Inform	nation	<u> </u>			Launch Int	eractive Map
Section Map Id: 31-1N-31  Approx. Acreage: 0.3203  Zoned: P LDR LDR Evacuation & Flood Information	+ 6.69	33.5	58	179.54		201.01
<u>Open</u> <u>Report</u>	155.66		<b>N</b> 3		01	76
- Allender syndhersen statistics o	- TOW FIGURE DEPOSITION OF DISTRIBUTION	Buildings	was a ta a sample of a till	maggar-venezarian		and the second s



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:06/12/2023 (tc.64736)

Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2023047377 6/12/2023 4:12 PM OFF REC BK: 8993 PG: 28 Doc Type: TDN

### NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **ELEVENTH TALENT LLC** holder of **Tax Certificate No. 05581**, issued the **1st** day of **June**, **A.D.**, **2021** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

(see attached)

**SECTION 31, TOWNSHIP 1 N, RANGE 31 W** 

TAX ACCOUNT NUMBER 114414140 (0224-46)

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

### EDWARD HENLEY JR

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 12th 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.

COMPARO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

### **LEGAL DESCRIPTION**

BEG AT SE COR OF NE 1/4 OF SE 1/4 OF SEC 31 (SD PT BEING REPRESENTED BY A 4 FT SQ CONCRETE MONUMENT WITH ST REGIS WRITTEN ON SIDE SD PT BEING 8 17/100 FT S & 23 68/100 FT E OF 3 FT ROUND CONCRETE MONUMENT USED BY UNITED GAS COMPANY) S 89 DEG 28 MIN 46 SEC W ALG S LI OF SD NE 1/4 FOR 828 63/100 FT FOR POB N 07 DEG 10 MIN 21 SEC W FOR 179 54/100 FT TO SLY R/W LI OF KINGSFIELD RD (50 FT R/W) S 73 DEG 28 MIN 34 SEC W ALG SD SLY R/W LI FOR 77 33/100 FT S 07 DEG 10 MIN 21 SEC E FOR 158 08/100 FT TO S LI OF SD NE 1/4 N 89 DEG 28 MIN 46 SEC E ALG SD S LI FOR 76 82/100 FT TO POB OR 2495 P 841 OR 3297 P 273 ALSO BEG AT SE COR OF NE1/4 OF SE1/4 OF SEC S 89 DEG 28 MIN 46 SEC W 905 46/100 FT FOR POB N 7 DEG 10 MIN 21 SEC W 158 08/100 FT TO SLY R/W LI OF KINGSFIELD RD (50 FT R/W) S 73 DEG 28 MIN 34 SEC W 6 25/100 FT S 7 DEG 10 MIN 21 SEC E 156 48/100 FT TO S LI OF NE1/4 N 89 DEG 28 MIN 46 SEC E 6 21/100 FT TO POB OR 6413 P 1109





# PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator
Account: 114414140 Certificate Number: 005581 of 2021

Redemption No V	Application Date 4/25/2023	Interest Rate 18%	
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL	
	Auction Date 2/7/2024	Redemption Date 6/29/2023	
Months	10	2	
Tax Collector	\$2,106.68	\$2,106.68	
Tax Collector Interest	\$316.00	\$63.20	
Tax Collector Fee	\$6.25	\$6.25	
Total Tax Collector	\$2,428.93	\$2,176.13	
Record TDA Notice	\$17.00	\$17.00	
Clerk Fee	\$119.00	\$119.00	
Sheriff Fee	\$120.00	\$120.00	
Legal Advertisement	\$200.00	\$200.00	
App. Fee Interest	\$68.40	\$13,68	
Total Clerk	\$524.40	\$469.68 CH	
Release TDA Notice (Recording)	\$10.00	\$10.00	
Release TDA Notice (Prep Fee)	\$7.00	\$7.00	
Postage	\$60.00	\$0.00	
Researcher Copies	\$0.00	\$0.00	
Total Redemption Amount	\$3,030.33	\$2,662.81	
	Repayment Overpayment Refund Amount	\$367.52	
Book/Page	8993	28	

### **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 005581 Redeemed Date 6/29/2023

Name EDWARD HENLEY JR 2620 W KINGSFIELD RD CANTONMENT FL 32533

Clerk's Total = TAXDEED	\$524.40
Due Tax Collector = TAXDEED	\$2,428.93
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
		1916/19	ARAGE FINANCIAESUM	MARY	
No Infor	mation Availa	ble - See l	Dockets		

### **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: 114414140 Certificate Number: 005581 of 2021

Payor: EDWARD HENLEY JR 2620 W KINGSFIELD RD CANTONMENT FL 32533 Date 6/29/2023

Clerk's Check # 1	Clerk's Total	\$\$24.40 \$ 232
Tax Collector Check # 1	Tax Collector's Total	\$2,428.93
	Postage	\$60.00
	Researcher Copies	\$0.00
	Recording	\$10.00
	Prep Fee	\$7.00
	Total Received	\$3,030.33

\$2,342.81

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

### **LEGAL DESCRIPTION**

BEG AT SE COR OF NE 1/4 OF SE 1/4 OF SEC 31 (SD PT BEING REPRESENTED BY A 4 FT SQ CONCRETE MONUMENT WITH ST REGIS WRITTEN ON SIDE SD PT BEING 8 17/100 FT S & 23 68/100 FT E OF 3 FT ROUND CONCRETE MONUMENT USED BY UNITED GAS COMPANY) S 89 DEG 28 MIN 46 SEC W ALG S LI OF SD NE 1/4 FOR 828 63/100 FT FOR POB N 07 DEG 10 MIN 21 SEC W FOR 179 54/100 FT TO SLY R/W LI OF KINGSFIELD RD (50 FT R/W) S 73 DEG 28 MIN 34 SEC W ALG SD SLY R/W LI FOR 77 33/100 FT S 07 DEG 10 MIN 21 SEC E FOR 158 08/100 FT TO S LI OF SD NE 1/4 N 89 DEG 28 MIN 46 SEC E ALG SD S LI FOR 76 82/100 FT TO POB OR 2495 P 841 OR 3297 P 273 ALSO BEG AT SE COR OF NE1/4 OF SE1/4 OF SEC S 89 DEG 28 MIN 46 SEC W 905 46/100 FT FOR POB N 7 DEG 10 MIN 21 SEC W 158 08/100 FT TO SLY R/W LI OF KINGSFIELD RD (50 FT R/W) S 73 DEG 28 MIN 34 SEC W 6 25/100 FT S 7 DEG 10 MIN 21 SEC E 156 48/100 FT TO S LI OF NE1/4 N 89 DEG 28 MIN 34 SEC E 6 21/100 FT TO POB OR 6413 P 1109

Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2023052013 6/29/2023 2:27 PM OFF REC BK: 9000 PG: 1915 Doc Type: RTD

### 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 8993, Page 28, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 05581, issued the 1st day of June, A.D., 2021

TAX ACCOUNT NUMBER: 114414140 (0224-46)

(see attached)

**SECTION 31, TOWNSHIP 1 N, RANGE 31 W** 

NAME IN WHICH ASSESSED: EDWARD HENLEY JR

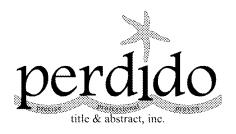
Dated this 29th day of June 2023.

COMPTRO

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, E	SCAMBIA COUNTY TA	X COLLECTOR					
TAX ACCOUNT #:	11-4414-140	CERTIFICATE #:	2021-5581				
REPORT IS LIMITED T	TO THE PERSON(S) EXI		RS OR OMISSIONS IN THIS NAME IN THE PROPERTY FORMATION REPORT.				
listing of the owner(s) of tax information and a list encumbrances recorded i title to said land as listed	record of the land describing and copies of all open the Official Record Boo on page 2 herein. It is the	or unsatisfied leases, mortgaks of Escambia County, Flore responsibility of the party n	ent and delinquent ad valorem				
and mineral or any subsu	rface rights of any kind or boundary line disputes, a	nature; easements, restriction	or in subsequent years; oil, gas, ons and covenants of record; uld be disclosed by an accurate				
			ment attached, nor is it to be any other form of guarantee or				
Use of the term "Report"	herein refers to the Prope	rty Information Report and t	he documents attached hereto.				
Period Searched: Novem	ber 22, 2003 to and inclu	nding November 22, 2023	Abstractor: Vicki Campbell				
BY							
Malphel							

Michael A. Campbell, As President

Dated: November 28, 2023

### PROPERTY INFORMATION REPORT

**CONTINUATION PAGE** 

November 28, 2023

Tax Account #: 11-4414-140

1. The Grantee(s) of the last deed(s) of record is/are: **EDWARD HENLEY JR** 

By Virtue of Warranty Deed recorded 12/31/1987 in OR 2495/841 and Quit Claim Deed recorded 01/05/1993 - OR 3297/273 and Warranty Deed recorded 01/08/2009 - OR 6413/1109

- 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 Pen Air Federal Credit Union recorded 04/20/2017 OR 7698/1356
- 4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 11-4414-140 Assessed Value: \$57,238.00 Exemptions: HOMESTEAD

ABSTRACTOR'S NOTE: 2023 TAX INFORMATION IS REDACTED

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 #: 11-4414-140 **CERTIFICATE #:** 2021-5581 In compliance with Section 197.522, Florida Statutes, the following is a list of names and addresses of those persons, firms, and/or agencies having legal interest in or claim against the above-described property. The above-referenced tax sale certificate is being submitted as proper notification of tax deed sale. YES NO Notify City of Pensacola, P.O. Box 12910, 32521 Notify Escambia County, 190 Governmental Center, 32502 Homestead for 2022 tax year.

EDWARD HENLEY JR

2620 W KINGSFIELD RD

CANTONMENT, FL 32533

PEN AIR FEDERAL CREDIT UNION
1495 EAST NINE MILE RD
PENSACOLA, FL 32514

Certified and delivered to Escambia County Tax Collector, this 27th day of November, 2023.

PERDIDO TITLE & ABSTRACT, INC.

Malphel

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 28, 2023 Tax Account #:11-4414-140

## LEGAL DESCRIPTION EXHIBIT "A"

BEG AT SE COR OF NE 1/4 OF SE 1/4 OF SEC 31 (SD PT BEING REPRESENTED BY A 4 FT SQ CONCRETE MONUMENT WITH ST REGIS WRITTEN ON SIDE SD PT BEING 8 17/100 FT S & 23 68/100 FT E OF 3 FT ROUND CONCRETE MONUMENT USED BY UNITED GAS COMPANY) S 89 DEG 28 MIN 46 SEC W ALG S LI OF SD NE 1/4 FOR 828 63/100 FT FOR POB N 07 DEG 10 MIN 21 SEC W FOR 179 54/100 FT TO SLY R/W LI OF KINGSFIELD RD (50 FT R/W) S 73 DEG 28 MN 34 SEC W ALG SD SLY R/W LI FOR 77 33/100 FT S 07 DEG 10 MN 21 SEC E FOR 158 08/100 FT TO S LI OF SD NE 1/4 N 89 DEG 28 MN 46 SEC E ALG SD S LI FOR 76 82/100 FT TO POB OR 2495 P 841 OR 3297 P 273 ALSO BEG AT SE COR OF NE 1/4 OF SE 1/4 OF SEC S 89 DEG 28 MN 46 SEC W 905 46/100 FT FOR POB N 7 DEG 10 MN 21 SEC W 158 08/100 FT TO SLY R/W LI OF KINGSFIELD RD (50 FT R/W) S 73 DEG 28 MN 34 SEC W 6 25/100 FT 5 7 DEG 10 MIN 21 SEC E 156 48/100 FT TO S LI OF NE 1/4 N 89 DEG 28 MN 46 SEC E 6 21/100 FT TO POB OR 6413 P 1109

**SECTION 31, TOWNSHIP 1 N, RANGE 31 W** 

TAX ACCOUNT NUMBER 11-4414-140(0224-46)

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5.00H.00	026W2495n 841
Cik's Rec. Fee 6-00	This instrument was prepared by
St. Doc. Stamp Tax 200.75	ALAN C. SHEPPARD
Total 8 000.75	EMMANUEL SHEPPARD & CONDON
	ATTORNEYS AT LAW 30 SOUTH SPRING STREET
	POST OFFICE DRAWER 1271 PENSACOLA, FLORIDA 32596
· · · · · · · · · · · · · · · · · · ·	Our File NoF3-7689
State of Florida	Out File No
}	
ESCAMBIA County	CORPORATION WARRANTY DEED
KNOW ALL MEN BY THESE PRESENTS, That	t the HOLT CONSTRUCTION COMPANY (also known as
HOLT CONSTRUCTION CO. INC.) a B	Florida corporation, for
and in consideration of Ten Dollars and other good and	d valuable considerations, the receipt whereof is hereby
acknowledged, does bargain, sell, convey and grant unt	
HENLEY, husband and wife	
	Road, Cantonment, Florida 32533
,	ors and assigns, forever, he following real property.
situate, lying and being in the	
State of Florida, to-wit:	, 5044.9
Commencing at the S.E. corner of the N.	.E. 1/4 of the S.E. 1/4 of Section 31,
Township 1 North, Range 31 West, Escam	mola county, Florida (said point being
represented by a 4 inch square concrete side. Said point being 8.17 feet South	monument with St. Regis written on the
concrete monument used by United Gas Co	omenula shanga C 90939146W W along the
South line of said N.B. 1/4 for 828.63	feet to the Boint of Regioning, theree
North 07°10'21" W for 179.54 feet to th	e Southerly R/W line of Kingsfield Road
(50 foct R/W): thence S 73°28"34" W al	long said Southerly R/W line for 77.33
feet: thence S 07°10'21" E for 158.08 fe	eet to the South line of said N.R. 1/4:
thence N 89°28'46" E along said Sout	th line for 76.82 feet to Point of
Beginning.	
Cubicat to towns for assument score and to scalid uses	numerican accompants and postsistians of second offenting
the above property, if any, which are not hereby reim	ervations, easements and restrictions of record affecting
	their heirs, successors, and assigns, forever.
l'ogether with all and singular the tenements, nere	cutaments and appurtenances thereto belonging or in
anywise appertaining, free from all exemptions and ri	ight of homestead. And the said corporation covenants
same: that it is free from encumbrances, and that it, it	mple in said property and has a good right to convey the ts successors and assigns, shall and will forever warrant
	xecutors, administrators, successors and assigns, in the
quiet and peaceful possession and enjoyment thereof,	, against all persons lawfully claiming the same, subject
to the exceptions set forth above.	
	n, Grantor, in pursuance of due and legal action of its
stockholders and Board of Directors, has executed the	
President, and its corporate seal to be affix	xed hereto this 30th day of December
<del></del>	
	HOLT CONSTRUCTION COMPANY
	(also known as HOLT CONSTRUCTION CO., INC.)
Signed, sealed and delivered in the presence of:	
Card I Baker	$\Omega \Omega d$
Ca co Tuman -	By: A-ala
	C.P. HOLT President
D.S. PD. \$ 200. 75	
10 3/07	Attest:
DATE 12-3/87	
JOE A. FLOWERS, COMPTROLLER	Secretary
D.C. Trace	(Corporate Seal)
CRT. REG. #59-2043328-27-01	
CRI. REG. FOT	
to the property of the second	
STATE OFFLORIDA; COUNTY OF	ESCAMBIA : Clk's File For Record No.
The foregoing instrument was acknowledged before	ore me this 30th day
of December , 19 87 , by C.	P. Holt 235
	INSTRUCTION COMPANY
CONSTRUCTION CO., INC.)	corporation, on behalf of
5 m 1 m 1 m 1 m 1 m 1 m 1 m 1 m 1 m 1 m	corporation, on benair or
the corporation	
Ce -	
Con	<u>μ</u>
	e Florida
Notary Public State o	
My Commission Expir	Mayor 21 1000
The second secon	res: March 31, 1969
	res: _MalCil 31, 1969
	res:MALUN 31, 1909

Order: 10-0510-000 Doc: FLESCA:2495-00841

### STATE OF FLORIDA COUNTY OF ESCAMBIA

Pensacola, FL 32501

D. S. PO 13.20
DATE 25.30
JOE A. FLOWERS, COMPTROLLER

EY: 100. #59-2043328-27-01

thee D.C.

### QUIT CLAIM DEED

Know all men by these presents, that I, CHRISTINA M. HENLEY, for and in consideration of Ten Dollars (10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does remise, release and quit claim unto EDWARD HENLEY, JR., his successors or assigns, forever, the following described property, situated in the County of Escambia, State of Florida, to-wit:

> Commencing at the S.E. corner of the N.E. 1/4 of the S.E. 1/4 of Section of 31, Township 1 North, Range 31 West, Escambia County, Florida, (said point being represented by a 4 the second section of the Second Second Sec inch square concrete monument with St. Regis written on the side. Said point being 8.17 feet South and 23.68 feet East of 3 inch round concrete monument used by United Gas Company); thence S. 89 degrees 28'46" W along the South line of said N.E. 1/4 for 828.63 feet to the Point of Beginning; thence North 07 degrees 10'21" W for 179.54 feet to the Southerly R/W line of Kingsfield Road (50 foot R/W); thence S 07 degrees 10'21" for 158.08 feet to the South line of said N.E. 1/4; thence N 89degrees 28'46" E along said South line for 158 82 feet to Beint of Beginning 76.82 feet to Point of Beginning.

(Also known as 2620 W. Kingsfield Road, Cantonment, Florida) 22533

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

IN WITNESS WHEREOF, I ha	ave hereunto s	set 🏯 🖫 v	hand and	000 1C3ho
day of actober 1992.	(75-		turn tra	sew recite
Signed, Sealed and delivered in the presence of:	:		<u></u>	12
		• • •	(1)	7
Dtoday & A. thy 10				ထ
STEPHEN E SUTHERLAND Way	Chou	orit	M 160	ulous.
DAVID RAYMOND MAY STATE OF FLORIDA COUNTY OF ESCAMBIA	CHRISTI W.L.C.	بر الهو		0.5
Before the undersigned CHRISTINE M. HENLEY who is produced identification	Notary Publi personally k	c, per nown t	conally	who has
diddid not take	an oath.		<del></del>	_and who
Given under my hand and		1 +h4-	E) to	<i>t</i>
A lecentific A.D	1992			day of
NOTA	RY PUBLIC	_/ <u>\\</u>		
My C	ommission Exp	tana U	,	
rrepared by:	ommandadii Exp	TT.638 ;.		
REGORY P. FARRAR, ESQUIRE (904) 434-8904	i	. %		
109 North Palafox Street		CEECIAL	AVITARY BEAL	7

Recorded in Public Records 01/08/2009 at 08:32 AM OR Book 6413 Page 1109, Instrument #2009001079, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$0.70

Prepared by Rhonda Nall, an employee of First American Title Insurance Company 1510 Airport Blvd., Suite 2 Pensacola, Florida 32504 (850)473-0044

Return to: Grantee

File No.: 1005-2037907

### **WARRANTY DEED**

This indenture made on **December 16, 2008** A.D., by

### William Holzinger, a married man

whose address is: **6795 Hurst Hammock Road**, **Pensacola**, **FL 32526** hereinafter called the "grantor", to

### Edward Henley, a single man

whose address is: ,
hereinafter called the "grantee":
(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

**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**, to-wit:

COMMENCING AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA (SAID POINT BEING REPRESENTED BY A 4" SQUARE CONCRETE MONUMENT WITH ST. REGIS WRITTEN ON THE SIDE; SAID POINT BEING 8.17 FEET SOUTH AND 23.68 FEET EAST OF A ROUND CONCRETE MONUMENT USED BY THE UNITED GAS COMPANY; THENCE SOUTH 89° 28' 46" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4 FOR 905.46 FEET TO THE POINT OF BEGINNING; THENCE NORTH 07° 10' 21" WEST FOR 158.08 FEET TO THE SOUTHERLY R/W LINE OF KINGSFIELD ROAD (50' R/W); THENCE SOUTH 73° 28' 34" WEST ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4; THENCE SOUTH 07° 10' 21" EAST FOR 156.48 FEET TO THE SOUTH LINE OF SAID NORTHEAST 1/4; THENCE NORTH 89° 28' 46" EAST ALONG THE SAID SOUTH LINE FOR 6.21 FEET TO THE POINT OF BEGINNING.

Parcel Identification Number: 31-1N-31-4102-000-018(Parent Account)

**Subject to** all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Page 1 of 2 1005 - 2037907 **The land** is not the homestead of the Grantor under the laws and constitution of the State of Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any way 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 31st of 2008.

**In Witness Whereof**, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

above written.	
William Holzinger	
Signed, sealed and delivered in our presence:  Withess Signature  Print Name: Thunda DNall  P	Vitness Signature rint Name: JHA; le Y
State of FL  County of Escambia	rint Name:
The Foregoing Instrument Was Acknowledged to Holzinger who is/are personally known to me or who identification and who did take an oath. This document Chapter 668.	has/have produced a valid driver's license as
	RHONDA D. NALL  otary Public - State of Florida  Comm. Expires Aug 25, 2012  Commission # DD 816138  ded Through National Notary Assn.
My Commission expires:	{Notorial Seal}

PREPARED BY Dana Merritt

Pen Air Federal Credit Union 1495 East Nine Mile Road Pensacola, FL 32514

WHEN RECORDED, MAIL TO

Pen Air Federal Credit Union / Mortgage Department 1495 East Nine Mile Road Pensacola, FL 32514

SPACE ABOVE IS FOR RECORDER'S USE

### REVOLVING CREDIT MORTGAGE

THIS MORTGAGE CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE OF INTEREST.

THIS MORTGAGE is made on 04/12/2017

, between the Mortgagor,

Edward Henley, Jr., an Unmarried Man

(herein "Borrower"), and the Mortgagee, Pen Air Federal Credit Union corporation organized and existing under the laws of the United States of America whose address is 1495 East Nine Mile Road, Pensacola, FL 32514

(herein "Lender").

WHEREAS, Borrower is indebted to Lender as described in this paragraph;

TO SECURE to Lender:

- (1) The repayment of all indebtedness due and to become due under the terms and conditions of the LOANLINER Home Equity Plan Credit Agreement and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Mortgage, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Mortgage. The total outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which may vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed \_\_\_\_\_
  - Fifty-Seven Thousand and 00/100
    (\$ 57,000.00 ). That sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Credit Limit. The entire indebtedness under the Credit Agreement, if not sooner paid, is due and payable 30 years from the date of this Mortgage.

(2) The payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, with finance charges thereon at a rate which may vary as described in the Credit Agreement.

(3) The performance of the covenants and agreements of Borrower herein contained; BORROWER does hereby mortgage, grant and convey to Lender the following described property located in the , State of Florida: County of Escambia

SEE ATTACHED EXHIBIT "A"

which has the address of 2620 w. Kingsileid Road	1				
	(Street)				
Cantonment (City)	, Florida	32533 (Zip Code)	_ (herein "P	roperty Add	ress");
TOGETHER with all the improvements now or here appurtenances and fixtures, all of which shall be deeme Mortgage; and all of the foregoing, together with said leasehold) are hereinafter referred to as the "Property."	ed to be and re property (or t	emain a part	of the prope	erty covered	by this
Complete if applicable: This Property is part of a condominium project know	wn as				<del></del>
This Property includes Borrower's unit and all condominium project. This Property is in a Planned Unit Development kno		ights in the	common e	lements of	the

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

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Finance Charges and Other Charges. Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection

costs as provided in the Credit Agreement.

2. Funds for Taxes and Insurance. Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Mortgage are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance and flood insurance, if applicable, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional

security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 22 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be paid to Lender under paragraph 2, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

5. Hazard 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," floods, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of

any lien which has priority over this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Mortgage, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Mortgage. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration

or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Mortgage. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor, to the extent of any payment by Lender to such lienor.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable

cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which

has priority over this Mortgage.

10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of

any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or

preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Credit Agreement, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable under the Credit Agreement or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or amendments with regard to the terms of this Mortgage or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or

Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Credit Agreement are declared to be severable. As used herein, "costs," "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Prior Mortgage or Deed of Trust; Modification; Future Advance. Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Mortgage by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior

mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

15. Borrower's Copy. Borrower shall be furnished a copy of the Credit Agreement and of this Mortgage at

the time of execution or after recordation hereof.

16. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

17. Waiver of Homestead Exemption. Borrower hereby waives the benefit of the homestead exemption as to

all sums secured by this Mortgage.

18. Waiver of Statutes of Limitation. Borrower hereby waives, to the full extent permitted by law, statutes

of limitation as a defense to any demand or obligation secured by this Mortgage.

19. Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

20. Notice of Transfer of the Property: Advances after Transfer. Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Mortgage unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

21. Transfer of the Property. Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without

the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 22 hereof. EFL997 (LASER) 22. Default, Termination and Acceleration; Remedies. Each of the following events shall constitute an event of default ("event of default") under this Mortgage: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Mortgage or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by this Mortgage. If an event of default occurs, then prior to exercising any right or remedy provided for in this Mortgage and prior to acceleration, Lender shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the event of default; (2) the action required to cure such event of default; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such event of default must be cured; and (4) that failure to cure such event of default on or before the date specified in notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceedings, and sale of Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of an event of default or any other defense of Borrower to acceleration and foreclosure.

If the event of default is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and

costs of documentary evidence, abstracts and title reports.

23. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's default, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would then be due under this Mortgage and the Credit Agreement had no acceleration occurred; (b) Borrower cures all events of default; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in the Mortgage, and in enforcing Lender's remedies as provided in paragraph 22 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

24. Release. This Mortgage secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Credit Agreement. When Borrower (1) has paid all sums secured by this Mortgage and (2) has requested that the revolving line of credit be canceled, Lender shall discharge this Mortgage. To the extent permitted by law, Lender may charge Borrower a fee for such discharge and require

Borrower to pay costs of recordation, if any.

25. Attorneys' Fees. As used in this Mortgage and in the Credit Agreement, "attorneys' fees" shall include attorneys' fees, if any, which may be awarded by an appellate court.

F	REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE
	UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

### NOTICE TO BORROWER

Do not sign this Mortgage if it contains blank spaces. All spaces should be completed before you sign.

Signed, sealed and delivered in the presence of:	_	
$\mathbf{x} \mathcal{M} \mathcal{L} \mathcal{M}$	X Edward Ale Co	
Signature of Witness	Signature of Borrower	(Seal)
MUYORUN SUMYOU!	Edward Henley, Jr.	
Name of Witness Typed, Printed or Stamped	Name of Borrower Typed, Printed or Stamped	
	2620 W. Kingsfield Road	500
	Cantonment FL 32  Mailing Address of Borrower, Typed, Printed or Stamped	533
	Walling Plantage of Bottomory Types / Times or Clamps	
X	<u>X</u>	
Signature of Witness,	Signature of Borrower	(Seal)
Name of Witness Typed, Printed or Stamped	Name of Borrower Typed, Printed or Stamped	
	Mailing Address of Borrower, Typed, Printed or Stamped	
X	X	
Signature of Witness	Signature of Borrower	(Seal)
Name of Witness Typed, Printed or Stamped	Name of Borrower Typed, Printed or Stamped	
	•	
	Malling Address of Borrower, Typed, Printed or Stamped	
	Maining Address of Bottomory Types Chinase of Statisfies	
X	<u>X</u>	
Signature of Witness	Signature of Borrower	(Seal)
Name of Witness Typed, Printed or Stamped	Name of Borrower Typed, Printed or Stamped	
	Mailing Address of Borrower, Typed, Printed or Stamped	<del></del>
STATE OF FLORIDA, Escambia	County ss:	,
	•	
	ed before me this April 12th, 2017	(date)
by Edward Henley, Jr., an Unmarried Ma		
who is personally known to me or who has I	produced <u>State Drivers License</u> as iden	tification and
who did not take an oath.		
Soit Hon	TORI L PAGE	
Signature of Person Taking Acknowledgment	COMM# GG58904	
Name of Acknowledger Typed, Printed or Stamped	EXP: DECEMBER 29, 2020	
	.e 0Ł tr	
Title or Name		
Serial Number, if Any		EFL997 (LASER)

### **EXHIBIT "A"**

Commencing at the S.E. corner of the N.E. 1/4 of the S.E. 1/4 of Section of 31, Township 1 North, Range 31 West, Escambia County, Florida, (said point being represented by a 4 inch square concrete monument with St. Regis written on the side. Said point being 8.17 feet South and 28.58 feet East of 3 inch round concrete monument used by United Gas Company; thence B. 89 degrees 28'46" W along the South line of said N.E. 1/4 for 828.63 feet to the Foint of Beginning; thence North O7 degrees 10'21" W for 179.54 feet to the Southerly R/W line of Kingsfield Road (50 foot R/W); thence S O7 degrees 10'21" for 189.08 feet to the South line of said N.E. 1/4, thence N 89degrees 28'48" E along said South line for 76.82 feet to Point of Beginning.