

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

124.69

Part 1: Tax Deed	Appl	ication Inform	nation						100 May 100 Ma
Applicant Name Applicant Address BANK 780 NW 42 AVE #204 MIAMI, FL 33126					Application date			Apr 17, 2024	
Property description	operty MCDONALD EDNA FAY					Certificate #			2022 / 31
	7905 HOLGATE RD 01-0318-523 LT 13 BLK B REGENCY PARK UNIT 1 PB 7 P 55 OR 1478 P 745				B 7 P 55 OR	Date certificate issued		sued	06/01/2022
Part 2: Certificat	es Ov	wned by Appl	icant an	d Filed wi	th Tax Deed	Applic	ation		
Column 1 Certificate Numbe		Column Date of Certific	2	Co	olumn 3 unt of Certificate		Column 4 Interest		Column 5: Total (Column 3 + Column 4)
# 2022/31		06/01/20)22		537.86			26.89	564.75
				<u> </u>		<u> </u>	→Part 2:	Total*	564.75
Part 3: Other Ce	rtifica	ites Redeeme	d by Ap	plicant (O	ther than Co	unty)			
Column 1 Certificate Number	ם	Column 2 Date of Other ertificate Sale	Face A	umn 3 mount of Certificate	Column 4 Tax Collector's	Fee	Column Interes		Total (Column 3 + Column 4 + Column 5)
# 2023/42		06/01/2023				2,506.50			
	.1						Part 3:	Total*	2,506.50
Part 4: Tax Colle	ector	Certified Am	ounts (L	ines 1-7)					
Cost of all cert					r certificates red	deemed Total o	d by applica f Parts 2 + 3	nt B above	3,071.25
Delinquent taxes paid by the applicant							0.00		
Current taxes paid by the applicant						2,535.85			
Property information report fee					200.00				
5. Tax deed application fee					175.00				
6. Interest accrue			der s.197.	542, F.S. (s	ee Tax Collecto	or Instru	uctions, pag	e 2)	0.00
7.				,			al Paid (Lin		5,982.10
1. 100/11/0	nforma	ation is true and the property inf	the tax co	ertificates, i statement is	nterest, properts attached.	y infor			nd tax collector's fees
Escambia, Florid					ia				
Sign here:	Mature. T	ax Collector or Desi	gnee			D	ate <u>Apri</u>	25th,	2024_

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

+4.25

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.
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)
Sign h	nere: Date of sale 12/04/2024 Signature, Clerk of Court or Designee

INSTRUCTIONS

Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

APPLICATION FOR TAX DEED

512 R. 12/16

Section 197.502, Florida Statutes

Application Number: 2400466

To: Tax Collector of	SCAMBIA COUNTY ,	Florida	
780 NW 42 AVE #204 MIAMI, FL 33126,	CES, INC. AND OCEAN BANK		Collector and make tax deed application thereor
Tiold the listed tax certifica	te and hereby surrender the s	same to the Tax v	Soliector and make tax deed application thereor
Account Number	Certificate No.	Date	Legal Description
01-0318-523	2022/31	06-01-2022	LT 13 BLK B REGENCY PARK UNIT 1 PB 7 P 55 OR 1478 P 745
 redeem all outs pay all delinque pay all Tax Colle Sheriff's costs, i 	f applicable.	erest covering the	e property. Clerk of the Court costs, charges and fees, and
which are in my possess	ion.	ation is based and	l all other certificates of the same legal description
Electronic signature on JUAN C CAPOTE MIKON FINANCIAL SE 780 NW 42 AVE #204 MIAMI, FL 33126	RVICES, INC. AND OCEAN	BANK	
•			04-17-2024 Application Date

Applicant's signature

Real Estate Search

Tangible Property Search

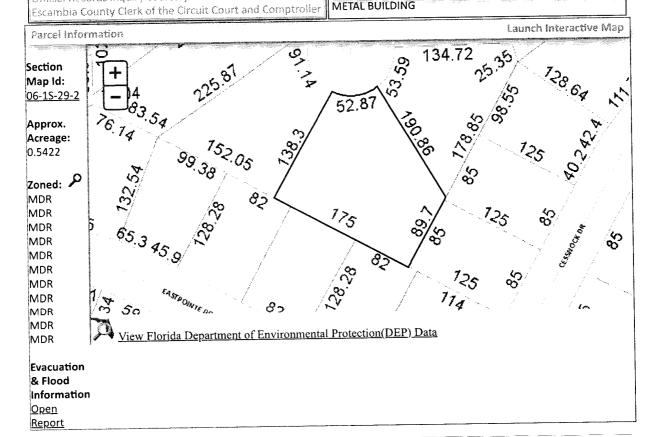
Sale List

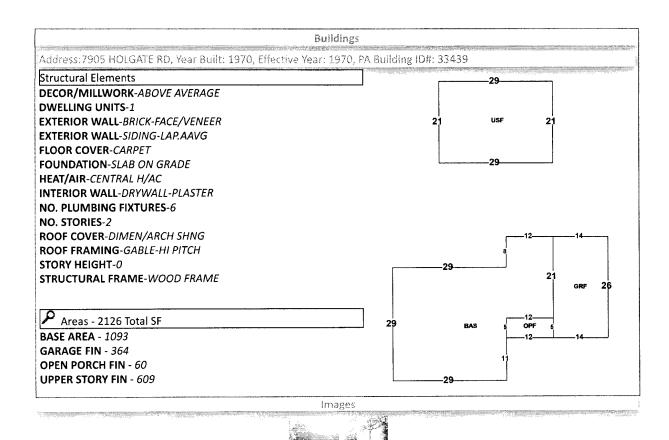
<u>Back</u>

Printer Friendly Version Nav. Mode

Account

Parcel ID Assessments General information Total <u>Cap Val</u> Imprv Year Parcel ID: 0615293000013002 \$193,344 \$165,276 2023 \$44,000 \$149,344 010318523 Account: \$150,251 \$150,251 \$135,251 2022 \$15,000 MCDONALD EDNA FAY Owners: \$84,487 \$106,491 \$121,491 \$15,000 2021 PO BOX 17314 Mail: PENSACOLA, FL 32522 7905 HOLGATE RD 32514 Disclaimer Situs: SINGLE FAMILY RESID P Use Code: **Tax Estimator** Taxing **COUNTY MSTU** Authority: File for Exemption(s) Online Open Tax Inquiry Window Tax Inquiry: Tax Inquiry link courtesy of Scott Lunsford **Report Storm Damage** Escambia County Tax Collector 2023 Certified Roll Exemptions Sales Data Official Records Type Sale Date Book Page Value (New Window) Legal Description \$49,900 WD 10/1980 1478 745 LT 13 BLK B REGENCY PARK UNIT 1 PB 7 P 55 OR 1478 P 745 \$100 QC 01/1978 1182 959 Extra Features Official Records Inquiry courtesy of Pam Childers METAL BUILDING





12/20/2023 12:00:00 AM

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

Last Updated:04/30/2024 (tc.5630)

Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2024032315 4/30/2024 2:43 PM OFF REC BK: 9139 PG: 124 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That MIKON FINANCIAL SERVICES INC AND OCEAN BANK holder of Tax Certificate No. 00031, issued the 1st day of June, A.D., 2022 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

LT 13 BLK B REGENCY PARK UNIT 1 PB 7 P 55 OR 1478 P 745

SECTION 06, TOWNSHIP 1 S, RANGE 29 W

TAX ACCOUNT NUMBER 010318523 (1224-69)

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

EDNA FAY MCDONALD

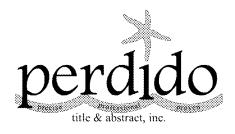
Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Wednesday in the month of December, which is the **4th day of December 2024.**

Dated this 30th day of April 2024.

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.

COUNTY, TOP

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA



PROPERTY INFORMATION REPORT

3050 Concho Drive, Pensacola, Florida 32507 | Phone: 850-466-3077

SCOTT LUNSFOR	RD, ESCAMBIA COUNTY TA	X COLLECTOR		
TAX ACCOUNT #	01-0318-523	CERTIFICATE #: _	2022-3	31
REPORT IS LIMIT	NOT TITLE INSURANCE. THE TED TO THE PERSON(S) EXP EPORT AS THE RECIPIENT(PRESSLY IDENTIFIED I	BY NAME IN TH	E PROPERTY
listing of the owner tax information and encumbrances recorditte to said land as	t prepared in accordance with the (s) of record of the land described a listing and copies of all openeded in the Official Record Boolisted on page 2 herein. It is the ed. If a copy of any document listely.	ed herein together with cu or unsatisfied leases, mon ks of Escambia County, F e responsibility of the part	rrent and delinque tgages, judgments lorida that appear y named above to	ent ad valorem s and to encumber the verify receipt of
and mineral or any	ject to: Current year taxes; tax subsurface rights of any kind or erlaps, boundary line disputes, a on of the premises.	nature; easements, restric	ctions and covenar	nts of record;
•	ot insure or guarantee the validi- surance policy, an opinion of ti		•	
Use of the term "Re	eport" herein refers to the Prope	erty Information Report an	d the documents a	attached hereto.
eriod Searched:	August 1, 2004 to and inclu	nding August 1, 2024	Abstractor:	Vicki Campbel
BY				

Michael A. Campbell, As President

Malphel

THE ATTACHED REPORT IS ISSUED TO:

Dated: August 2, 2024

PROPERTY INFORMATION REPORT

CONTINUATION PAGE

August 2, 2024

Tax Account #: 01-0318-523

- 1. The Grantee(s) of the last deed(s) of record is/are: EDNA FAY MCDONALD
 - By Virtue of Warranty Deed recorded 10/7/1980 in OR 1478/745
- 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. MSBU Fire Tax Lien in favor of Escamba County recorded 10/01/1998 OR 4312/412
 - b. MSBU Fire Tax Lien in favor of Escamba County recorded 06/08/1999 OR 4421/1392
 - c. Mortgage in favor of Regions Bank recorded 08/05/2011 OR 6749/1062
- 4. Taxes:

Taxes for the year(s) 2021-2023 are delinquent.

Tax Account #: 01-0318-523 Assessed Value: \$165,276.00

Exemptions: NONE

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

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

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

PERDIDO TITLE & ABSTRACT, INC.

PROPERTY INFORMATION REPORT

3050 Concho Drive, Pensacola, Florida 32507 | Phone 850-466-3077

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: DEC 4, 2024

TAX ACCOUNT #: 01-0318-523

2022-31

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 2023 tax year.

EDNA FAY MCDONALD PO BOX 17314 PENSACOLA, FL 32522

CERTIFICATE #:

EDNA FAY MCDONALD 7905 HOLGATE RD PENSACOLA, FL 32514

REGIONS BANK 201 MILAN PARKWAY BIRMINGHAM, AL 35211

Malphel

Certified and delivered to Escambia County Tax Collector, this 15th day of Aug, 2024.

PERDIDO TITLE & ABSTRACT, INC.

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

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

PROPERTY INFORMATION REPORT

August 2, 2024 Tax Account #:01-0318-523

LEGAL DESCRIPTION EXHIBIT "A"

LT 13 BLK B REGENCY PARK UNIT 1 PB 7 P 55 OR 1478 P 745

SECTION 06, TOWNSHIP 1 S, RANGE 29 W

TAX ACCOUNT NUMBER 01-0318-523(1224-69)

Cik's Rec. Fee .	4.00			h illufritmant was	acceptable to
St. Doc. Stamp Tax . St. Doc. Sur-Tax	199,60	A	_	Na. Stephens	
TOTAL S.	203.60	WARRANTY DE	/	North 12th	Law
_			901	Pensacata, Florie	
date of F	orida, coun	TY OF ESCAMBIA	1	File No. 80	
KNOW ALL M	E N by these pr	ESENTS, That I/WXX IRE	NE KATHERINE I		
nowledged, do bar	gain, sell, convey a	rs and other good and valueb and grant unto EDNA FA	ie considerations, si Y McDONALD	se receipt of whic	h is hereby se-
7905 Holga	te Rd., Pensa	cola, Fla. 32504		(whose mai	ling address is
zecumin, zuministi	STORE BECCOMMOIR	and assigns, forever, the following, County of	wing described real Escambia		
					Florida, to-wit:
ot 13, Block page 55, of the	B, REGENCY PA	ARK, UNIT #1, as per pords of Escambia Coun	plat recorded ty, Florida.	in Plat Book	7,
of Escambia Contracted expression of also hereby. Katherine Ethe Veterans Augustanty or in	younty, Florida ssly assumes and by assumes and devins, under dministration surance of the , Section 180	atual Federal Savings filed 9/3/70 in O. R. I, in the original amund agrees to pay beg I agrees to pay all the the terms of the instant to the extent of any is indebtedness above 1, et seq., U.S.C.A.	Book 504, pag bunt of \$26,50 inning with the he obligations truments creat y claim payment	e 822, Publi 0.00, which e payment du of Larry A. ing the loan t arising fr	c Records sum e 11/1/80 Bevins and to indemnify om the
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Order: July 2024vc Doc: FLESCA:1478-00745

OR BK 4312 PGO412 Escapbia County, Florida INSTRUMENT 98-524432 RCD Oct 01, 1998 11:13 am Escambia County, Florida

NOTICE OF LIEN

STATE OF FLORIDA COUNTY OF ESCAMBIA

Ernie Lee Magaha Clerk of the Circuit Court INSTRUMENT 98-524432

FIRE PROTECTION MUNICIPAL SERVICE BENEFIT UNIT (MSBU)

MCDONALD EDNA FAY P O BOX 17314 PENSACOLA FL 325 Re:

ACCT.NO. 01 0318 523 000

TRUOMA \$70.40

THIS Notice of Lien is hereby filed pursuant to Section 1-15-63 of the Escambia County, Florida Code of Ordinances for delinquent annual assessments for fiscal years prior to and including September 30, 1998 plus a 10% penalty charge against real property, more particularly described as:

LT 13 BLK B REGENCY PARK UNIT 1 PB 7 P 55 OR 1478 P 745

PROP.NO. 06 1S 29 3000 013 002

filed in the public records of Escambia County. This constitutes a lien against the property identified above until discharged and satisfied by payment to the Clerk of the Circuit Court of the lien, plus penalties, in the total amount of \$70.40. Evidence of discharge and satisfaction of this lien can be recorded in the public records of Escambia County, Florida by the Clerk of the Circuit Court.

This lien shall not be assigned to any person. Until fully satisfied by payment, discharged or barred by law, this lien shall remain equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments and superior in rank and dignity to all other subsequently filed liens, encumbrances, titles and claims in, to, or against the property. This lien may be enforced at any time by the Board of County Commissioners subsequent to the date of recording of this Notice of Lien for the amount due under the recorded lien, including all penalties, plus costs and a reasonable attorney's fee by proceedings in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or under the provisions of Chapter 173, Florida Statutes or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law.

3.5

Date: 09/04/1998

Ernie Lee Maga Clerk of the C

Wanda M. McBreatty Deputy Finance Director

Ernie Lee Magaha Clerk of the Circuit Court

OR BK 4421 PG1392 Escambia County, Florida INSTRUMENT 99-615793 RCD Jun 08, 1999 11:57 am Escambia County, Florida

NOTICE OF LIEN

STATE OF FLORIDA COUNTY OF ESCAMBIA

Ernie Lee Magaha Clerk of the Circuit Court INSTRUMENT 99-615793

FIRE PROTECTION MUNICIPAL SERVICE BENEFIT UNIT (MSBU)

MCDONALD EDNA FAY P O BOX 17314 PENSACOLA FL 32522 Re:

ACCT.NO. 01 0318 523 000

AMOUNT \$35.20

THIS Notice of Lien is hereby filed pursuant to Section 1-15-63 of the Escambia County, Florida Code of Ordinances for delinquent annual assessments for the fiscal year October 1, 1998 through September 30, 1999 plus a 10% penalty charge against real property, more particularly described as:

LT 13 BLK B REGENCY PARK UNIT 1 PB 7 P 55 OR 1478 P 745

PROP NO. 06 1S 29 3000 013 002

filed in the public records of Escambia County. This constitutes a lien against the property identified above until discharged and satisfied by payment to the Clerk of the Circuit Court of the lien, plus penalties, in the total amount of \$35.20. Evidence of discharge and satisfaction of this lien can be recorded in the public records of Escambia County, Florida by the Clerk of the Circuit Court

discharge and satisfaction of this lien can be recorded in the public records of Escambia County, Florida by the Clerk of the Circuit Court.

This lien shall not be assigned to any person. Until fully satisfied by payment, discharged or barred by law, this lien shall remain equal in rank and dignity with the liens of all state, county alistrict or municipal taxes and special assessments and superior in rank and dignity to all other subsequently filed liens, encumbrances, titles and claims in, to, or against the property. This lien may be enforced at any time by the Board of County Commissioners subsequent to the date of recording of this Notice of Lien for the amount due under the recorded lien, including all penalties, plus costs and a reasonable attorney's fee by proceedings in a court of equity to fore-under the provisions of Chapter 173, Florida Statutes or the collection and enforcement of paymentonace for may be accomplished by any other method authorized by lack CRCU//

Date: 05/24/1999

Ernie Lee Magaha Clerk the Circuit Count of the Count of the Circuit C

SCAMBIA COUNTY

Recorded in Public Records 08/05/2011 at 11:17 AM OR Book 6749 Page 1062, Instrument #2011053589, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$52.50 MTG Stamps \$35.00 Int. Tax \$20.00

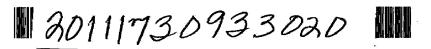
WHEN RECORDED MAIL TO: Regions Bank Collegeral Management P.O. Box 12926 Birpingham, AL 35202

> Indecomm Global Services 2925 Country Drive St. Paul, MN 55117 7723 8009

This Mortgage prepared by:

Name: Cindy Siagle Company: Regions Bank Addrees: P.O. BOX 830721, BIRMINGHAM, Al. 35283





MORTGAGE

FOR USE WITH SECURED REVOLVING CREDIT AGREEMENT

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$10,000.00., plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated 07/21/2011, is made and executed between EDNA FAY MCDONALD, whose address is 7905 HOLGATE RD, PENSACOLA, FL 32514; unmarried (referred to below as "Grantor") and Regions Bank, whose address is 201 Milan Parkway, Birmingham, AL 35211 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of view, and appurtenances; all water, water rights, watercourses and ditor rights (including stock in utilities with ditor irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, geothermal and similar matters, (the "Real Property") located in ESCAMBIA County, State of Florida:

THE FOLLOWING DESCRIBED REAL PROPERTY, SITUATE, LYING AND BEING IN THE COUNTY OF ESCAMBIA, STATE OF FLORIDA, TO-WIT:LOT 13, BLOCK B, REGENCY PARK, UNIT #1, AS PER PLAT RECORDED IN PLAT BOOK 7, PAGE 55, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS* OR MINERAL RIGHTS OF RECORD, IF ANY.

The Real Property or its address is commonly known as 7905 HOLGATE RD, PENSACOLA, FL 32514.

The Real Property of its address is commonly known as 7905 HOLGATE RD, PERSACOLA, PL 32514.

REVOLVING LINE OF CREDIT. This Mortgage secures the indebtedness including, without limitation, e revolving line of credit under which, upon request by Grantor, Lender, within twenty (20) years from the date of this Mortgage, may make future advances to Grantor. Such future advances, together with interest thereon, are secured by the Mortgage. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such belance at o fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expanded or advanced as provided in either the indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the Intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any Intermediate balance.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender s Uniform Commercial Code security interest in the Personal Property and

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT WITH THE CREDIT LIMIT OF \$10,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Procession and Use. Until Grantor's Interest in any or all of the Property is foreclosed, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any

Page 2

Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person releting to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, egent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without fimitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and walves any future claims against Lender for Indemnity or contribution in the event Grantor becomes flable for cleanup or other costs under any such laws; and (2) agrees to Indemnity or contribution in the event Grantor becomes flable for cleanup or other costs under any such laws; and expenses which Lender may directly or Indirectly susta

Nulsance, Waste. Grantor shall not cause, conduct or permit any nulsance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scotia, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Granter shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Granter to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of

Subsequent Liens. Grantor shall not allow any subsequent liens or mortgages on all or any portion of the Property without the prior written consent of Lender.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, essessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any lens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jappardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fiftheen (15) days after the lien arises or, if a lien is filed, within fiftheen (15) days after the lien arises or, if a lien is filed, within fiftheen (15) days after the lien arises or, if a lien is filed, within fiftheen (15) days after Grantor has notice of the filen, or if requested by Lender, dead, within fiftheen (15) days after Grantor has notice of the recurrity satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sele under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obliges under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demend furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property. If any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage

Maintenance of insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies, and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurence policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood insurance program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property If the estimated cost of repair or replacement exceeds \$10,000.00. Lender may make proof of loss if Grantor falls to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender slects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds

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which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal belance of the indebtedness. If Lender holds any proceads after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

LENDER'S EXPENDITURES. If Grantor falls (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property lien Lender may do so. If Lender purchases any insurance on the Property, such insurance may, in Lender's sole discretion, protect only Lender's interest. Grantor acknowledges that: insurance purchased by Lender may provide limited protection against physical damage to the Property; Grantor's equity in the Property may not be insurance by Lender may provide limited protection against physical damage to the Property; Grantor's equity in the Property may not be insurance on the Property; and Grantor may not cover the contents of the Property; and Grantor may not be compensated by such insurance for lose or damage to personal belongings, furniture or equipment. Lender shall have no abligation to purchase any insurance on the Property. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement, or the maximum rate permitted by law, whichever is less, from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the belance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during payment which will be due and payable at the Credit Agreement's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgege, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's indebtedness is paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by course of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in illau of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall relimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all intengible personal property taxes, documentary stamp taxes, fees, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax, including without limitation an intangible personal property tax, upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Credit Agreement; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax es provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lander may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing stetement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or datach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a menner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mongage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and daliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded,

Page 4

refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1). Grantor's obligations under the Credit Agreement, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor falls to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivening, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the indebtedness when due, terminates the credit line account, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable satisfaction of the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to

EVENTS OF DEFAULT. Grantor will be in default under this Mortgage if any of the following happen: (A) Grantor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (B) Grantor does not meet the repayment terms of the Credit Agreement. (C) Grantor's action or inaction adversely affects the collateral or Lender's rights in the collateral include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, egainst the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shell exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vecate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Credit Agreement or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender will give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Attorneys' Fees: Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgege, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall beer interest at the Credit Agreement rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law. Lender's reasonable attorneys' fees and expenses, whether or not there is a fawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any autometic stay or injunction), appeals, and any enticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefaceimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if malled, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keap Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

DEFENSE COSTS. Subject to any limits under applicable law, in addition to the costs and expenses Grantor has agreed to pay within this Mortgage, Grantor will pay all costs and expenses incurred by Lender arising out of or relating to any steps or actions Lender takes to defend any unsuccessful claim, allegation, remedy or counterclaim Borrower may assert against Lender. Such costs and expenses shall include, without limitation, reasonable attorneys' fees and costs.

PRIVATE FLOOD INSURANCE. If the Property is at any time desimed to be located in an area designated by the Director of the Federal Emergency Management Agency as a special floed hazard area and if Federal Flood insurance is not available, Grantor agrees to obtain and maintain flood insurance in an amount equal to the full unpaid principal balance under the Note plus the amount of any prior liens on the Property. Such flood insurance will be with such insurer as is satisfactory to Lender. Such flood insurance will also be on such terms as

Page 5

are satisfactory to Lender, including deductible provisions, endorsements, a standard mortgages clause in favor of Lender, and stipulations that coverage will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender with no disclaimer for failure to give such cancellation notice.

AUTHORIZATION TO OTHER LIEN HOLDERS. The Grantor hereby authorizes the holder of any other mortgage, lien or encumbrance on any portion of the Real Property and any other party claiming any interest in the Real Property whatsoever to disclose to the Lender any and all information the Lender may request, including, without limitation: (1) the nature of such interest or claim to the Real Property; (2) the amount of such interest or claim or of any indebtedness or obligation secured by any mortgage, lien or encumbrance; (3) the amount of any such indebtedness or obligation that is unpaid; (4) whether any amount owed on any such indebtedness or obligation is or has been in arrears; (5) whether there is or has been any default with respect to any such mortgage, lien or encumbrance or the indebtedness or obligation secured thereby; and (6) any other information regarding such interest, claim, mortgage, lien or encumbrance or the indebtedness or obligation secured thereby which the Lender may request from time to time. This authorization shall be effective without any further action, notice, authorization or consent from the Grantor and shall remain in full force and effect for so long as this Mortgage remains unsatisfied and has not been released.

SUBORDINATION, PARTIAL RELEASE AND OTHER MODIFICATION REQUESTS. From time to time, Grantor or Borrower may request that we subordinate the lien of this Mortgage to another lien, release part of the Property from the lien of this Mortgage, or agree to some other modification of this Mortgage or the Credit Agreement or any Related Document. We are not obligated to agree to any such request. We may, in our sole discretion, impose conditions on our agreement to any such request. Such conditions may include, without limitation, imposing a fee or increasing the interest rate under the Credit Agreement, or both.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. What is written in this Mortgage and in the Related Documents is Granton's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. With respect to interest (as defined by federal law) this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of laws provisions. In all other respects, this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Floride without regard to its conflicts of law provisions. The loan transaction that is evidenced by the Credit Agreement and this Mortgage has been approved, made, and funded, and all necessary loan documents have been accepted by Lender in the State of Alabama.

No Welver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of the Mortgage. Grantor sicu understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor welves presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

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.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and sesigns. If ownership of the Property becomes vested in a person other than Grantor, Lander, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means EDNA FAY MCDONALD and includes ell co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

Credit Agreement. The words "Credit Agreement" mean the credit agreement dated July 21, 2011, With credit limit of \$10,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinencings of, consolidations of, and substitutions for the promissory note or agreement. The final meturity date of the Credit Agreement is July 21, 2031. NOTICE TO GRANTOR: THE CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hezardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means EDNA FAY MCDONALD .

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hezardous Substances" are used in their very broadest sense and include without limitation eny and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hezardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and esbestos.

improvements. The word "improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or edvanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Agreement, together with interest on such amounts as provided in this Agreement, and any and all other present or future, direct or contingent liabilities or indebtedness of any person who signs the Credit Agreement to the Lender of any nature whatsoever, whether classified as secured or unsecured, except that the word "Indebtedness" shall not include any debt subject to the disclosure requirements of the Federal Truth-In-Lending Act If, at the time such debt is incurred, any legally required disclosure of the lien

Page 6

afforded hereby with respect to such debt shall not have been made.

Lender. The word "Lender" means Regions Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Reaf Property; together with all soccessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

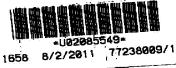
Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS. **GRANTOR:**

0	•
INDIVIDUAL AC	KNOWLEDGMENT
STATE OF Florida COUNTY OF ESCAMBIA)) 5\$)
The foregoing instrument was acknowledged before me this by EDNA FAY MCDONALD, who is personally known to me or wh	o has produced FIDE as identification.
THE ER LOCALING STORY	(Signature of Person (Taking Acknowledgment) (Name of Adknowledged Typed, Printed or Stamped)
# DD 963730 STATE CHAPTER THE PROPERTY OF THE	(Title or Rank) (Serial Number, if any)

LASER PRO Landing, Ver. 5.55.00.002 Copr. Harland Financial Solutions, Inc. 1997, 2011. D:\sysapps\Harland\ALS\CFI\LPL\G03.FC TR-679088 PR-120 All Rights Reserved.



STATE OF FLORIDA COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 00031 of 2022

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on October 17, 2024, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

EDNA FAY MCDONALD REGIONS BANK
PO BOX 17314 201 MILAN PARKWAY
PENSACOLA, FL 32522 BIRMINGHAM, AL 35211

EDNA FAY MCDONALD ESCAMBIA COUNTY / COUNTY ATTORNEY
7905 HOLGATE RD 221 PALAFOX PLACE STE 430
PENSACOLA, FL 32514 PENSACOLA FL 32502

WITNESS my official seal this 17th day of October 2024.

COMPTAG

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON December 4, 2024, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That MIKON FINANCIAL SERVICES INC AND OCEAN BANK holder of Tax Certificate No. 00031, issued the 1st day of June, A.D., 2022 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

LT 13 BLK B REGENCY PARK UNIT 1 PB 7 P 55 OR 1478 P 745

SECTION 06, TOWNSHIP 1 S, RANGE 29 W

TAX ACCOUNT NUMBER 010318523 (1224-69)

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

EDNA FAY MCDONALD

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 December, which is the **4th day of December 2024.**

Dated this 21st day of October 2024.

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.

COMPTROLLS

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

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Post Property:

7905 HOLGATE RD 32514

COMPTRO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

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: 010318523 Certificate Number: 000031 of 2022

Payor: RONALD MCDONALD PO BOX 10341 PENSACOLA FL 32524 Date 11/12/2024

Clerk's Check # 1	Clerk's Total	\$318.72 \$ 7,04
Tax Collector Check # 1	Tax Collector's Total	\$6,706.20
	Postage	\$32.80
	Researcher Copies	\$0.00
	Recording	\$10.00
	Prep Fee	\$7.00
	Total Received	-\$7,266.72

\$7,090.15

PAM CHILDERS
Clerk of the Girquit Court

Received By Deputy Clerk

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

PAM CHILDERS

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

TRAFFIC



COUNTY OF ESCAMBIA OFFICE OF THE CLERK OF THE CIRCUIT COURT

BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

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

Case # 2022 TD 000031 Redeemed Date 11/12/2024

Name RONALD MCDONALD PO BOX 10341 PENSACQLA FL 32524

Clerk's Total = TAXDEED	\$340.72 \$7,040,35		
Due Tax Collector = TAXDEED	\$6,786.20		
Postage = TD2	\$32.80		
ResearcherCopies = TD6	\$0.00		
Release TDA Notice (Recording) = RECORD2	\$10.00		
Release TDA Notice (Prep Fee) = TD4	\$7.00		

• For Office Use Only

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



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator
Account: 010318523 Certificate Number: 000031 of 2022

Redemption No V	Application Date 4/17/2024	Interest Rate 18%
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 12/4/2024	Redemption Date 11/12/2024
Months	8	7
Tax Collector	\$5,982.10	\$5,982.10
Tax Collector Interest	\$717.85	\$628.12
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$6,706.20	\$6,616.47
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	\$54.72	\$47.88
Total Clerk	\$510.72	\$503.88) C++
Release TDA Notice (Recording)	\$10.00	\$10.00
Release TDA Notice (Prep Fee)	\$7.00	\$7.00
Postage	\$32.80	\$32.80
Researcher Copies	\$0.00	\$0.00
Total Redemption Amount	\$7,266.72	\$7,170.15
	Repayment Overpayment Refund Amount	\$96.57
Book/Page	9139	124

ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA



NON-ENFORCEABLE RETURN OF SERVICE 1224-69

Agency Number: 25-000788

Document Number: ECSO24CIV036991NON

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT NO 00031 2022

Attorney/Agent:
PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff:

RE: EDNA FAY MCDONALD

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 10/25/2024 at 9:34 AM and served same at 8:26 AM on 10/29/2024 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY, the within named, to wit: , .

POSTED TO THE PROPERTY AS INSTRUCTED BY THE CLERKS OFFICE

CHIP W SIMMONS, SHERIFF ESCAMBIA COUNTY, FLORIDA

By:

G. FALLER, CPS

Service Fee:

\$40.00

Receipt No:

BILL

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7905 HOLGATE RD 32514



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

EDNA FAY MCDONALD [1224-69] PO BOX 17314 PENSACOLA, FL 32522 REGIONS BANK [1224-69] 201 MILAN PARKWAY BIRMINGHAM, AL 35211

9171 9690 0935 0129 5950 19

9171 9690 0935 0128 2370 26

EDNA FAY MCDONALD [1224-69] 7905 HOLGATE RD PENSACOLA, FL 32514

9171 9690 0935 0128 2370 19

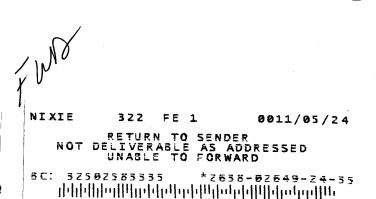
ESCAMBIA COUNTY / COUNTY ATTORNEY [1224-69] 221 PALAFOX PLACE STE 430 PENSACOLA FL 32502

9171 9690 0935 0128 2370 02

Redeemed







10/24/2024 ZIP 32502 043M31219251

EDNÆFAY MCDONALD [1224-69] 2 7905 HOLGATE RD PENSACDLA, FL 32514



NIXIE

REGIONS BANK [1224-69] 201 MILAN PARKWAY BIRMINGHAM, AL 35211

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0010/29/24

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SUMMATION WEEKLY

A Weekly Publication of the Escambia-Santa Rosa Bar Association Since 2014

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That MIKON FINANCIAL SERVICES INC AND OCEAN BANK holder of Tax Certificate No. 00031, issued the 1st day of June, A.D., 2022 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

LT 13 BLK B REGENCY PARK UNIT 1 PB 7 P 55 OR 1478 P 745

SECTION 06, TOWNSHIP 1 S, RANGE 29 W TAX ACCOUNT NUMBER 010318523 (1224-69)

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

EDNA FAY MCDONALD

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 December, which is the 4th day of December 2024.

Dated this 24th day of October 2024.

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

4WR10/30-11/20TD

Nanc. Enily Hogg, Deputy Clerk
Order Number: 752
Order Date: 10/25/2024
Number Issues: 4
Pub Count: 1
First Issue: 10/20/2024
Last Issue: 11/20/2024
Order Price: \$200.00
Publications: The Summation Weekly; 10/30/2024, 11/6-2024, 11/13/2024, 11/20/2024

Emily Hogg, Deputy Clerk First Judicial Circuit, Escambia County 190 W. Government St. Pensacola FL 32502

Before the undersigned authority personally appeared Malcolm Ballinger who under oath says that he is the Legal Administrator and Publisher of The Summation Weekly Newspaper published at Pensacola in Escambia & Santa Rosa County, Florida; that the attached copy of the advertisement, being a notice in the matter of

2022 TD 00031 MIKON FINANCIAL SERVICES INC AND OCEAN BANK - McDonald

was published in said newspaper in and was printed and released from 10/30/2024 until 11/20/2024 for a consecutive 4 weeks.

Affiant further says that the said Summation Weekly is a newspaper published at Pensacola, in said Escambia & Santa Rosa Counties, Florida, and that the said newspaper has heretofore been continuously published in said Escambia & Santa Rosa Counties, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication of the said newspaper.

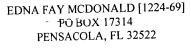
MALCOLM BALLINGER.

PUBLISHER FOR THE SUMMATION WEEKLY STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization, on 11/20/2024, by MALCOLM BALLINGER, who is personally known to me.

Notary Public State of Flerida Morgan S. Cole My Commission HH 608918 Expires 10/27/2028





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