



# 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

1224.60

## Part 1: Tax Deed Application Information

Applicant Name Applicant Address	JUAN C CAPOTE MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK 780 NW 42 AVE #204 MIAMI, FL 33126	Application date	Apr 17, 2024
Property description	HUBBARD WILLIAM J & HUBBARD LARKIN B 3400 LA MANCHA WAY PENSACOLA, FL 32503 3400 LA MANCHA WAY 01-2746-505 LT 1 AND PART OF LT 2 LYING WITHIN 20/100 FT OF LI DIVIDING LTS 1 & 2 BLK A CORDOVA VILLAS PB 11 P 5 (Full legal attached.)	Certificate #	2022 / 249
		Date certificate issued	06/01/2022

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

Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2022/249	06/01/2022	1,255.78	62.79	1,318.57
→ Part 2: Total*				1,318.57

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

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2023/230	06/01/2023	1,285.90	6.25	70.72	1,362.87
Part 3: Total*					1,362.87

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	2,681.44
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	1,217.94
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	4,274.38

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

Sign here:

Signature, Tax Collector or Designee

Escambia, Florida

Date April 25th, 2024

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

+4.25

<b>Part 5: Clerk of Court Certified Amounts (Lines 8-14)</b>	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. <b>Total Paid (Lines 8-13)</b>	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	53,865.50
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>12/04/2024</u> Signature, Clerk of Court or Designee	

### INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LT 1 AND PART OF LT 2 LYING WITHIN 20/100 FT OF LI DIVIDING LTS 1 & 2 BLK A CORDOVA VILLAS PB 11 P 51 OR 6835 P 862

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2400446

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,  
JUAN C CAPOTE  
MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK  
780 NW 42 AVE #204  
MIAMI, FL 33126,

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
01-2746-505	2022/249	06-01-2022	LT 1 AND PART OF LT 2 LYING WITHIN 20/100 FT OF LI DIVIDING LTS 1 & 2 BLK A CORDOVA VILLAS PB 11 P 51 OR 6835 P 862

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  
JUAN C CAPOTE  
MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK  
780 NW 42 AVE #204  
MIAMI, FL 33126


04-17-2024  
Application Date

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

Parcel Information

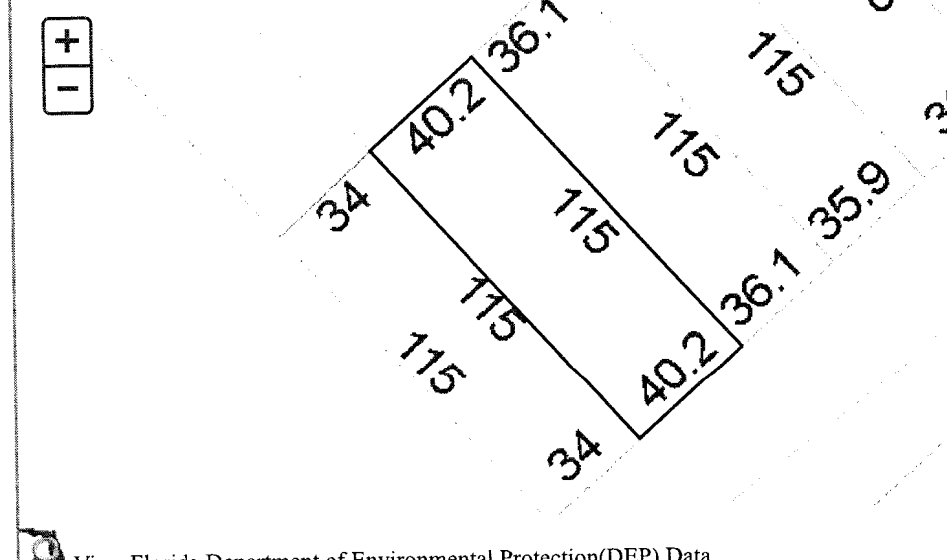
Section  
Map Id:  
16-1S-29-2

Approx.  
Acreage:  
0.1060

Zoned: 

SSD  
SSD  
SSD  
SSD  
SSD  
SSD  
SSD  
SSD  
SSD  
SSD

Evacuation



The map displays a parcel with dimensions 34, 40.2, 36.1, and 115. A zoomed-in view of a specific area is shown, with dimensions 34, 40.2, 36.1, and 115. The zoomed-in view is a rectangle with a dashed border. The dimensions are labeled as follows: 34 (left side), 40.2 (top side), 36.1 (right side), and 115 (bottom side). The zoomed-in view is located in the upper right quadrant of the map. The map also includes a zoom control (plus and minus buttons) and a link to 'View Florida Department of Environmental Protection (DEP) Data'.

Buildings

Address: 3400 LA MANCHA WAY, Year Built: 1982, Effective Year: 1982, PA Building ID#: 41647

Structural Elements

DECOR/MILLWORK-ABOVE AVERAGE

DWELLING UNITS-1

EXTERIOR WALL-SIDING-LAP.AAVG

EXTERIOR WALL-SIDING-SHT.AVG.

FLOOR COVER-CARPET

FOUNDATION-SLAB ON GRADE

HEAT/AIR-CENTRAL H/AC

INTERIOR WALL-DRYWALL-PLASTER

NO. PLUMBING FIXTURES-6


NO. STORIES-1

ROOF COVER-COMPOSITION SHG

ROOF FRAMING-GABLE

STORY HEIGHT-0

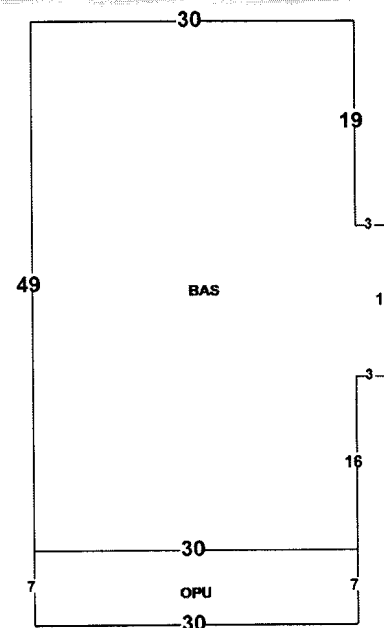
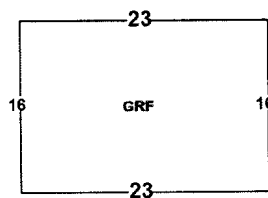
STRUCTURAL FRAME-WOOD FRAME

 Areas - 2090 Total SF

BASE AREA - 1512

GARAGE FIN - 368

OPEN PORCH UNF - 210



Images



6/16/2017 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.A040)

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **MIKON FINANCIAL SERVICES INC AND OCEAN BANK** holder of **Tax Certificate No. 00249**, 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 1 AND PART OF LT 2 LYING WITHIN 20/100 FT OF LI DIVIDING LTS 1 & 2 BLK A CORDOVA VILLAS PB 11 P 51 OR 6835 P 862**

**SECTION 01, TOWNSHIP 2 S, RANGE 29 W**

**TAX ACCOUNT NUMBER 012746505 (1224-60)**

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

**WILLIAM J HUBBARD and LARKIN B HUBBARD**

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.

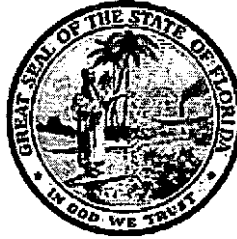
In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding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



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

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



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

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

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

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT**  
**Tax Certificate Redeemed From Sale**  
**Account: 012746505 Certificate Number: 000249 of 2022**

**Payor: WILLIAM J HUBBARD 3400 LA MANCHA WAY PENSACOLA, FL 32503      Date**  
**5/14/2024**

Clerk's Check #	5508879708	Clerk's Total	<del>\$310.72</del> <b>\$4,487.59</b>
Tax Collector Check #	1	Tax Collector's Total	<del>\$4,793.56</del>
		Postage	<del>\$100.00</del>
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	<del>\$5,421.28</del>

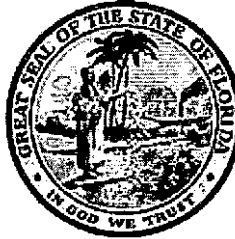
**\$4,504.59**

**PAM CHILDERS**  
Clerk of the Circuit Court

Received By  
Deputy Clerk

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

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



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

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

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

**Case # 2022 TD 000249  
 Redeemed Date 5/14/2024**

**Name WILLIAM J HUBBARD 3400 LA MANCHA WAY PENSACOLA, FL 32503**

Clerk's Total = TAXDEED	\$510.72 <del>\$4,487.59</del>
Due Tax Collector = TAXDEED	\$4,733.56
Postage = TD2	\$100.00
ResearcherCopies = TD6	\$0.00
Release TDA Notice (Recording) = RECORD2	\$10.00
Release TDA Notice (Prep Fee) = TD4	\$7.00

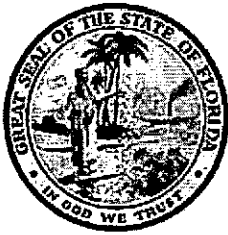
• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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**FINANCIAL SUMMARY**

No Information Available - See Dockets





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

**Tax Deed - Redemption Calculator**

**Account: 012746505 Certificate Number: 000249 of 2022**

Redemption ☐ No ☒ Application Date  Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="12/4/2024"/>	Redemption Date <input type="text" value="5/14/2024"/>
Months	8	1
Tax Collector	<input type="text" value="\$4,274.38"/>	<input type="text" value="\$4,274.38"/>
Tax Collector Interest	\$512.93	\$64.12
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$4,793.56	<u>\$4,344.75</u> TC
Record TDA Notice	<input type="text" value="\$17.00"/>	<input type="text" value="\$17.00"/>
Clerk Fee	<input type="text" value="\$119.00"/>	<input type="text" value="\$119.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$200.00"/>	<input type="text" value="\$200.00"/>
App. Fee Interest	\$54.72	\$6.84
Total Clerk	\$510.72	<u>\$462.84</u> CH
Release TDA Notice (Recording)	<input type="text" value="\$10.00"/>	<input type="text" value="\$10.00"/>
Release TDA Notice (Prep Fee)	<input type="text" value="\$7.00"/>	<input type="text" value="\$7.00"/>
Postage	<input type="text" value="\$100.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$5,421.28	\$4,824.59
	Repayment Overpayment Refund Amount	\$596.69
Book/Page	<input type="text" value="9139"/>	<input type="text" value="115"/>

## 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 9139, Page 115, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 00249, issued the 1st day of June, A.D., 2022

TAX ACCOUNT NUMBER: 012746505 (1224-60)

DESCRIPTION OF PROPERTY:

**LT 1 AND PART OF LT 2 LYING WITHIN 20/100 FT OF LI DIVIDING LTS 1 & 2 BLK A CORDOVA  
VILLAS PB 11 P 51 OR 6835 P 862**

**SECTION 01, TOWNSHIP 2 S, RANGE 29 W**

NAME IN WHICH ASSESSED: WILLIAM J HUBBARD and LARKIN B HUBBARD

Dated this 14th day of May 2024.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk



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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 01-2746-505 CERTIFICATE #: 2022-249

THIS REPORT IS NOT TITLE INSURANCE. THE LIABILITY FOR ERRORS OR OMISSIONS IN THIS REPORT IS LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of record of the land described herein together with current and delinquent ad valorem tax information and a listing and copies of all open or unsatisfied leases, mortgages, judgments and encumbrances recorded in the Official Record Books of Escambia County, Florida that appear to encumber the title to said land as listed on page 2 herein. It is the responsibility of the party named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately.

**This Report is subject to:** Current year taxes; taxes and assessments due now or in subsequent years; oil, gas, and mineral or any subsurface rights of any kind or nature; easements, restrictions and covenants of record; encroachments, overlaps, boundary line disputes, and any other matters that would be disclosed by an accurate survey and inspection of the premises.

This Report does not insure or guarantee the validity or sufficiency of any document attached, nor is it to be considered a title insurance policy, an opinion of title, a guarantee of title, or as any other form of guarantee or warranty of title.

Use of the term "Report" herein refers to the Property Information Report and the documents attached hereto.

Period Searched: August 1, 2004 to and including August 1, 2024 Abstractor: Vicki Campbell

BY

Michael A. Campbell,  
As President  
Dated: August 2, 2024

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

August 2, 2024

Tax Account #: **01-2746-505**

1. The Grantee(s) of the last deed(s) of record is/are: **WILLIAM J. HUBBARD**

**By Virtue of Warranty Deed recorded 3/23/2012 in OR 6835/862 and Death Certificate recorded 06/03/2024 - OR 9155/71**

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 Regions Bank recorded 08/13/2019 – OR 8146/139**
- b. **Lien in favor of CORDOVA VILLAS HOMEOWNERS ASSOCIATION, INC. recorded 10/29/2015 – OR 7428/727**
- c. **Notice of Commencement in favor of Elite-Pro Roofing and Construction recorded 05/30/2024 – OR 9153/1866**

4. Taxes:

**Taxes for the year(s) NONE are delinquent.**

**Tax Account #: 01-2746-505**

**Assessed Value: \$107,731.00**

**Exemptions: HOMESTEAD EXEMPTION**

5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): **CORDOVA VILLAS HOMEOWNERS ASSOCIATION, INC**

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 #:** 01-2746-505

**CERTIFICATE #:** 2022-249

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

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Homestead for <u>2023</u> tax year.

**WILLIAM J HUBBARD AND  
LARKIN B HUBBARD  
3400 LA MANCHA WAY  
PENSACOLA, FL 32503**

**REGIONS BANK  
201 MILAN PARKWAY  
BIRMINGHAM, AL 35211**

**CORDOVA VILLAS HOMEOWNERS  
ASSOCIATION, INC  
3481 CARLOTTA ST  
PENSACOLA, FL 32503**

**ELITE-PRO ROOFING AND CONSTRUCTION  
225 N PACE BLVD  
PENSACOLA, FL 32505**

**Certified and delivered to Escambia County Tax Collector, this 15<sup>th</sup> 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 #:01-2746-505**

### **LEGAL DESCRIPTION EXHIBIT "A"**

**LT 1 AND PART OF LT 2 LYING WITHIN 20/100 FT OF LI DIVIDING LTS 1 & 2 BLK A  
CORDOVA VILLAS PB 11 P 51 OR 6835 P 862**

**SECTION 01, TOWNSHIP 2 S, RANGE 29 W**

**TAX ACCOUNT NUMBER 01-2746-505(1224-60)**

2012  
\$800.80

**THIS INSTRUMENT PREPARED BY AND RETURN TO:**

Patricia A. Snellgrove  
SURETY LAND TITLE OF FLORIDA, LLC  
2600 NORTH 12TH AVE.  
PENSACOLA, FL 32503

Property Appraisers Parcel Identification (Folio) Number: 01-2S-29-1010-001-001

## WARRANTY DEED

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 5 day of March, 2012 by Kyle Grant Karstens and Deborah Jean Karstens, husband and wife, whose post office address 22101 Victoria Circle, Great Mills, MD 20634 herein called the grantors, to William J. Hubbard and Larkin B. Hubbard, husband and wife, whose post office address is 3400 LA MANHA WAY, PENSACOLA, FL 32503, hereinafter called the Grantees:

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

**W I T N E S S E T H:** That the grantors, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars 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, State of Florida, viz.:

See attached Exhibit "A" for legal description

Subject to easements, restrictions and reservations of record and taxes for the year 2012 and thereafter.

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

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

**AND**, the grantors hereby covenant with said grantees that the grantors are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2011.

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

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

Kyle Grant Karstens  
Kyle Grant Karstens

Deborah Jean Karstens  
Deborah Jean Karstens

STATE OF MD

COUNTY OF St. Marys

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of March, 2012 by Kyle Grant Karstens and Deborah Jean Karstens who are personally known to me or have produced Florida Drivers License as identification.

Notary ID

SEAL

Danielle Lacey  
Notary Public

Danielle Lacey  
Printed Notary Name

My Commission Expires:

DANIELLE LACEY  
NOTARY PUBLIC STATE OF MARYLAND  
My Commission Expires December 21, 2015

File No.: 1105-116

X

## **Exhibit "A"**

### ***Parcel 1***

**Lot 1, Block A, together with that portion of Lot 2, Block A, lying within 0.20 feet of the line dividing Lots 1 and 2, Block A, Cordova Villas, Section 1, Township 2 South, Range 29 West, Escambia County, Florida, as recorded in Plat Book 11, Page 51, of the Public Records of**

***Escambia County, Florida.***

### ***Parcel 2***

**A portion of Cordova Villas, being a portion of Section 1, Township 2 South, Range 29 West and Section 16, Township 2 South, Range 29 West, Escambia County, Florida; as recorded in Plat Book 11 at Page 51 for the Public Records of said County, also being a portion of a 34 foot wide storm drainage and sanitary sewer easement described as follows;**

**Commencement at the most Westerly corner of Cordova Villas, being a portion of Section 1, Township 2 South, Range 29 West and Section 16, Township 2 South, Range 29 West, Escambia County, Florida as recorded in Plat Book 11 at Page 51 of the Public Records of said County; thence South 45 degrees 45 minutes 40 seconds East, along the Southwesterly line of said Cordova Villas, a distance of 555.00 feet for the Point of Beginning; thence continue South 45 degrees 45 minutes 40 seconds East, along the Southwesterly line of Cordova Villas, a distance of 115.00 feet to the most Southerly corner of said Cordova Villas; thence North 44 degrees 14 minutes 20 seconds East, along the Southeasterly line of said Cordova Villas, a distance of 34.00 feet to the most Southerly corner of Lot 1, Block A of said Cordova Villas; thence North 45 degrees 45 minutes 40 seconds West, along the Southwesterly line of said Lot 1, a distance of 115 feet to the most Westerly corner of said Lot 1; thence South 44 degrees 14 minutes 20 seconds West, a distance of 34.00 feet to the Point of Beginning**

RECORDED AS RECEIVED

X



**RESIDENTIAL SALES  
ABUTTING ROADWAY  
MAINTENANCE DISCLOSURE**

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

Name of roadway: La Mancha Way

Legal Address of Property: 3400 La Mancha Way, Pensacola, FL 32503

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

This form completed by:

Surety Land Title, Inc.  
2600 North 12<sup>th</sup> Avenue  
Pensacola, FL 32503

AS TO SELLER (S):

Witness to Seller(s):

Kyle Grant Karstens Danielle Greer  
Kyle Grant Karstens

Deborah Jean Karstens Danielle Greer  
Deborah Jean Karstens

AS TO BUYER (S):

Witness to Buyer(s):

William J. Hubbard L. SALTER  
William J. Hubbard

Larkin B. Hubbard Dena Laurence  
Larkin B. Hubbard

THIS FORM APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS. Effective: 4/15/95

X

**ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (OSTDS)  
ESCAMBIA COUNTY HEALTH DEPARTMENT**

**Attention:** Pursuant to Escambia County Code of Ordinances 99-36, in accordance with Section 1 – 29.180(5) of this Ordinance, the Escambia County Health Department (ECHD) must conduct an assessment of the Onsite Sewage Treatment and Disposal System (OSTDS) (Septic Tank) prior to the sale of property. An approval letter issued by the ECHD must be presented at closing of property sale or transfer of title

**Legal Address of Property:** 3400 La Mancha Way  
Pensacola, Florida 32503

**Approval Letter Attached Hereto ( )**

**Approval Letter not required-property North of Well Line Road ( )**

**Approval Letter not required – Property is unimproved ( )**

**Sewer ( x )**

**As to Seller (s)**

Kyle Grant Karstens  
Kyle Grant Karstens

Deborah Jean Karstens  
Deborah Jean Karstens

**As to Buyer (s)**

William J. Hubbard  
William J. Hubbard

Larkin B. Hubbard  
Larkin B. Hubbard

**This form completed by:** Patricia A. Snellgrove  
Surety Land Title of Florida, LLC.  
2704 North 12<sup>th</sup> Avenue  
Pensacola, FL 32503

X

**WHEN RECORDED MAIL TO:**

Regions Bank  
Collateral Management  
201 Milan Parkway  
Birmingham, AL 35211

When Recorded Return to:  
Indecomm Global Services  
As Recording Agent Only  
1260 Energy Lane  
St. Paul, MN 55108

This Mortgage prepared by:

Name: Christian Hand  
Company: Regions Bank  
Address: 2050 Parkway Office Circle, Hoover, AL 35244



**REGIONS**

81344179

2019164428260



\*DOC4850292502#####419951000000\*

**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 \$66,000.00, 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 07/24/2019, is made and executed between WILLIAM J HUBBARD JR aka WILLIAM J HUBBARD, whose address is 3400 LA MANCHA WAY, PENSACOLA, FL 32503; LARKIN B HUBBARD, whose address is 3400 LA MANCHA WAY, PENSACOLA, FL 32503; husband and wife (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 way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in ESCAMBIA County, State of Florida:

The following described property in Escambia County, Florida: PARCEL 1 LOT 1, BLOCK A, TOGETHER WITH THAT PORTION OF LOT 2, BLOCK A, LYING WITHIN 0.20 FEET OF THE LINE DIVIDING LOTS 1 AND 2, BLOCK A, CORDOVA VILLAS, SECTION 1, TOWNSHIP 2 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 11, PAGE 51, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, PARCEL 2 A PORTION OF CORDOVA VILLAS, BEING A PORTION OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 29 WEST AND SECTION 16, TOWNSHIP 2 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA; AS RECORDED IN PLAT BOOK 11 AT PAGE 51 FOR THE PUBLIC RECORDS OF SAID COUNTY, ALSO BEING A PORTION OF A 34 FOOT WIDE STORM DRAINAGE AND SANITARY SEWER EASEMENT DESCRIBED AS FOLLOWS: COMMENCEMENT AT THE MOST WESTERLY CORNER OF CORDOVA VILLAS, BEING A PORTION OF SECTION 1, TOWNSHIP 2 SOUTH, RANGE 29 WEST AND SECTION 16, TOWNSHIP 2 SOUTH, RANGE 29 WEST, ESCAMBIA COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 11 AT PAGE 51 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 45 DEGREES 45 MINUTES 40 SECONDS EAST, ALONG THE SOUTHWESTERLY LINE OF SAID CORDON VILLAS, A DISTANCE OF 555.00 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 45 DEGREES 45 MINUTES 40 SECONDS EAST, ALONG THE SOUTHWESTERLY LINE OF CORDOVA VILLAS, A DISTANCE OF 115.00 FEET TO THE MOST SOUTHERLY CORNER OF SAID CORDON VILLAS; THENCE NORTH 44 DEGREES 14 MINUTES 20 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID CORDOVA VILLAS, A DISTANCE OF 34.00 FEET TO THE MOST SOUTHERLY CORNER OF LOT 1, BLOCK A OF SAID CORDOVA VILLAS; THENCE NORTH 45 DEGREES 45 MINUTES 40 SECONDS WEST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 1, A DISTANCE OF 115 FEET TO THE MOST WESTERLY CORNER OF SAID LOT 1; THENCE SOUTH 44 DEGREES 14 MINUTES 20 SECONDS WEST, A DISTANCE OF 34.00 FEET TO THE POINT OF BEGINNING.

The Real Property or its address is commonly known as 3400 LA MANCHA WAY, PENSACOLA, FL 32503.

**REVOLVING LINE OF CREDIT.** This Mortgage secures the indebtedness including, without limitation, a 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 this 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 balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended 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.

## MORTGAGE (Continued)

Page 2

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 a Uniform Commercial Code security interest in the Personal Property and Rents.

**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 \$66,000.00, 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:

**Possession 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 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 relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent 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 limitation 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 waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance 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, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor 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 Grantor 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 this Mortgage.

**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, assessments, 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 liens 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 jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security 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 sale 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 obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand 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:

## MORTGAGE (Continued)

Page 3

**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 insurance 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 Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the maximum amount of Grantor's credit line and the full unpaid principal balance of any prior liens on the property securing the loan, up to the maximum policy limits set under the National 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 fails 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 elects 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 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 balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**LENDER'S EXPENDITURES.** If Grantor fails (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 then 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 insured by such insurance; such insurance may not cover the contents of the Property; and Grantor may not be compensated by such insurance for loss or damage to personal belongings, furniture or equipment. Lender shall have no obligation 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 balance of the Credit Agreement and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy, or (2) the remaining term of the Credit Agreement; or (C) be treated as a balloon 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 other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**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 Mortgage, 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 counsel 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 lieu 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 reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all intangible 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 as 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.

## MORTGAGE (Continued)

Page 4

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

**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, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner 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 Mortgage:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, 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, refilled, 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 fails 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, delivering, 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 statements of termination of any financing statement on file evidencing Lender's security interest in 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 time.

**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. This can 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, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall 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 receiver.

**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) vacate 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 Mortgage, 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 bear 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 Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment

## MORTGAGE (Continued)

Page 5

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 telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, 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 keep 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.

**ADDITIONAL RIGHTS AND REMEDIES UPON DEFAULT AND FORECLOSURE.** Upon the occurrence of an Event of Default, Lender, in addition to the other rights and remedies provided in this Mortgage, at law and in equity, shall have the right at any time, at its option and sole discretion, to pay any or all Existing Indebtedness, and to cause any or all Existing Liens, or other liens on the Real Property to be discharged, whether or not such Existing Indebtedness, Existing Liens or other liens are in default, and any such payment by Lender shall constitute Indebtedness as defined herein. Lender's right of payment and discharge, expressly hereby authorized by Grantor, includes the right of Lender to pay any and all proceeds (including but not limited to excess proceeds above the amount owed) arising from collection efforts (including foreclosure sale or any other subsequent sale by Lender) toward any indebtedness evidenced by a recorded lien against the Real Property, whether or not such lien was extinguished upon foreclosure. Grantor expressly authorizes Lender to communicate with other lienholders, holders and/or owners (and their agents, representatives and servicers) of such other indebtedness, and to rely on information obtained from them in order to make such payment to them. In addition to and not in limitation of the other rights of Lender provided in this Mortgage, at law and in equity, until all sums owed under the Note have been paid to or otherwise recovered by Lender any and all reasonable attorneys' fees, expenses and carrying costs (including but not limited to insurance, ad valorem taxes, improvements, maintenance, repairs, assessments, association dues, environmental reports, surveys, closing costs, real estate commissions, advertising and marketing) incurred by Lender during the course of collection and recovery (both before and after foreclosure) shall constitute Indebtedness as defined herein. Grantor agrees that in the event Lender sells the Real Property post-foreclosure during any applicable redemption period, any payment and discharge of liens, and any and all reasonable attorneys' fees, expenses, costs of sale and carrying costs (including but not limited to those described above) incurred by Lender during Lender's period of ownership of the Real Property shall be deducted for the purposes of determining any profit realized.

**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 deemed to be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area and if Federal Flood Insurance is not available, Grantor agrees to obtain and maintain flood insurance in an amount equal to the maximum amount of Grantor's credit line and the full unpaid principal balance 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 are satisfactory to Lender, including deductible provisions, endorsements, a standard mortgagee 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.

**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.

**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 in 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.

**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 Grantor'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 Florida 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.

**Joint and Several Liability.** All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

**No Waiver 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 this Mortgage. Grantor also 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 waives 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 assigns. If ownership of the Property becomes vested in a

**MORTGAGE  
(Continued)**

Page 6

person other than Grantor, Lender, 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 the indebtedness.

**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 WILLIAM J HUBBARD JR and LARKIN B HUBBARD and includes all 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 24, 2019, with credit limit of **\$66,000.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Credit Agreement is July 24, 2049. **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 Hazardous 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 WILLIAM J HUBBARD JR and LARKIN B HUBBARD.

**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 "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**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 advanced 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 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 Real Property, together with all accessions, 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. However, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

**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.

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

**GRANTOR:**

x William J. Hubbard Jr.  
WILLIAM J HUBBARD JR

x Larkin B Hubbard  
LARKIN B HUBBARD

**WITNESSES:**

x Stephanie Robbins  
Stephanie Robbins

x Carrie Croone  
Carrie Croone



MORTGAGE  
(Continued)

Page 7

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Florida

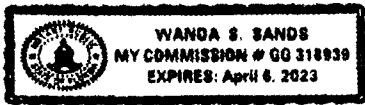
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COUNTY OF Escambia

) SS

)

The foregoing instrument was acknowledged before me this 24th day of July, 2019  
by WILLIAM J HUBBARD JR, who is personally known to me or who has produced FLA D.L. as identification.



Wanda S. Sands  
(Signature of Person Taking Acknowledgment)

Wanda S. Sands  
(Name of Acknowledger Typed, Printed or Stamped)

Notary  
(Title or Rank)

GG 318939  
(Serial Number, if any)

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Florida

)

COUNTY OF Escambia

) SS

)

The foregoing instrument was acknowledged before me this 24th day of July, 2019  
by LARKIN B HUBBARD, who is personally known to me or who has produced FLA D.L. as identification.



Wanda S. Sands  
(Signature of Person Taking Acknowledgment)

Wanda S. Sands  
(Name of Acknowledger Typed, Printed or Stamped)

Notary  
(Title or Rank)

GG 318939  
(Serial Number, if any)



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Prepared by: Braden K. Ball, Jr., Esquire  
LITVAK BEASLEY WILSON & BALL, LLP  
226 East Government Street  
Pensacola, FL 32502

### CLAIM OF LIEN

This is a Claim of Lien for unpaid assessments and late fees on those assessments, together with attorney's fees incurred by the undersigned incident to the collection of the assessments or enforcement of this Lien, which is granted by Section 720.3085 of the Florida Statutes upon the following described property in Escambia County, Florida:

See attached Exhibit "A".

The record owner: William J. Hubbard and  
Larkin B. Hubbard  
3400 La Mancha Way  
Pensacola, FL 32503

Notified by Certified Mail: February 10, 2015.

This Claim of Lien is to secure the payment of assessments against the owner by the undersigned in the following amounts that were due on the date indicated.

AMOUNT DUE: \$913.90

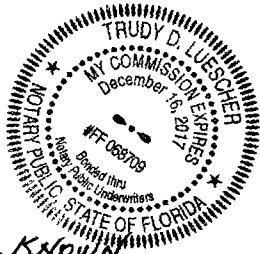
DATE DUE: October 6, 2015.

By: *Susan Wesler*  
Susan Wesler, Treasurer  
Cordova Villas Homeowners Association, Inc.

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

BEFORE THE UNDERSIGNED, a Notary Public, duly authorized in the county and state aforesaid, personally appeared SUSAN WESLER known to me to be the person, who after first being duly sworn, says that he executed the foregoing instrument freely and voluntarily for the uses and purposes therein set forth.

WITNESS my hand and official seal this 26 day of October, 2015.



*Trudy D. Luescher*  
Notary Public, State of Florida  
Printed Name: TRUDY D. LUESCHER  
My Commission Expires: DEC. 15, 2017

Exhibit "A"

Parcel 1

Lot 1, Block A, together with that portion of Lot 2, Block A, lying within 0.20 feet of the line dividing Lots 1 and 2, Block A, Cordova Villas, Section 1, Township 2 South, Range 29 West, Escambia County, Florida, as recorded in Plat Book 11, Page 51 of the Public Records of Escambia County, Florida.

Parcel 2

A portion of Cordova Villas, being a portion of Section 1, Township 2 South, Range 29 West and Section 16, Township 2 South, Range 29 West, Escambia County, Florida; as recorded in Plat Book 11 at Page 51 for the Public Records of said County, also being a portion of a 34 foot wide storm drainage and sanitary sewer easement described as follows:

Commencement at the most Westerly corner of Cordova Villas, being a portion of Section 1, Township 2 South, Range 29 West and Section 16, Township 2 South, Range 29 West, Escambia County, Florida as recorded in Plat Book 11 at Page 51 of the Public Records of said County; thence South  $45^{\circ} 45' 40''$  East, along the Southwesterly line of said Cordova Villas, a distance of 555.00 feet for the Point of Beginning; thence continue South  $45^{\circ} 45' 40''$  East, along the Southwesterly line of Cordova Villas, a distance of 115.00 feet to the most Southerly corner of said Cordova Villas; thence North  $44^{\circ} 14' 20''$  East, along the Southeasterly line of said Cordova Villas, a distance of 34.00 feet to the most Southerly corner of Lot 1, Block A of said Cordova Villas; thence North  $45^{\circ} 45' 40''$  West, along the Southwesterly line of said Lot 1, a distance of 115 feet to the most Westerly corner of said Lot 1; thence South  $44^{\circ} 14' 20''$  West, a distance of 34.00 feet to the Point of Beginning.

Parcel Identification No. 01-2S-29-1010-001-001

AFTER RECORDING RETURN TO:

PREPARED BY: ELITE-PRO ROOFING & CONSTRUCTION, 225 N. PACE BLVD, PENSACOLA, FL 32505

**NOTICE OF COMMENCEMENT**

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes the following information is provided in the Notice of Commencement

PARCEL # 012S291010001001

PERMIT # \_\_\_\_\_

1. LEGAL DESCRIPTION OF PROPERTY 3400 LA MANCHA WAY - LT 1 AND PART OF LT 2 LYING WITHIN 20/100-FT OF LT  
DIVIDING LYS 1 & 2 BLK A CORDOVA VILLAS PB 11 P 51 OR 6835 P 862

SUBDIVISION CORDOVA VILLAS BLOCK A TRACT \_\_\_\_\_ LOT 1 BLDG \_\_\_\_\_ UNIT \_\_\_\_\_

2. GENERAL DESCRIPTION OF IMPROVEMENT TEAR OFF & RE ROOF

3. OWNER INFORMATION OR LESSEE INFORMATION IF THE LESSEE CONTRACTED FOR THE IMPROVEMENT

HUBBARD, WILLIAM J. & LARKIN B. - 3400 LA MANCHA WAY, PENSACOLA, FL 32503

a. Name and Address \_\_\_\_\_

b. Interest in property: 100%

c. Name and address of fee simple titleholder (if different from Owner listed above) \_\_\_\_\_

4. a. CONTRACTORS NAME: ELITE-PRO ROOFING AND CONSTRUCTION

Contractor's address: 225 N. PACE BLVD, PENSACOLA, FL 32505

b. Phone number: 888-373-1474

5. SURETY (if applicable, a copy of the payment bond is attached).

a. Name and address: \_\_\_\_\_

b. Phone number: \_\_\_\_\_ c. Amount of bond: 5

6. a. LENDER'S NAME: \_\_\_\_\_

b. Phone number: \_\_\_\_\_

Lender's address: \_\_\_\_\_

7. Person's within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13 (1) (a) 7, Florida Statutes

a. Name and address: \_\_\_\_\_

b. Phone number of designated persons: \_\_\_\_\_

8. a. In addition to himself or herself, Owner designates \_\_\_\_\_ of \_\_\_\_\_

To receive a copy of the Lienors Notice as provided in Section 713.13 (1) (b), Florida Statutes.

9. Expiration date of notice of commencement (the expiration date will be 1 year from the date of recording unless a different date is specified):  
\_\_\_\_\_, 20\_\_\_\_

**WARNING TO OWNER. ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.**

William J. Hubbard  
(Signature of Owner or Lessee, or Owner's or Lessee's  
Authorized Officer/Director/Partner/Manager)

William J. Hubbard  
(Print Name and Provide Signatory's Title/Office)

State of Florida County Escambia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization. Type or ID 7L8L

This 30 day of May, 2024 (NOTARY STAMP BELOW)

Karen Cichon  
(Signature of Notary Public)

