



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

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	KEYS FUNDING LLC - 2022 PO BOX 71540 PHILADELPHIA, PA 19176-1540	Application date	Apr 22, 2024
Property description	BROOKS PAUL D DPM PA 2201 E NINE MILE ROAD PENSACOLA, FL 32514 2201 E NINE MILE RD 02-1816-100 BEG AT INTER OF S R/W LI OF SR #10 & ELY R/W LI OF COPTER RD FOR POB S 88 DEG 2 MIN 0 SEC E ALG S R/ (Full legal attached.)	Certificate #	2022 / 683
		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)
# 2022/683	06/01/2022	5,999.53	299.98	6,299.51
→Part 2: Total*				6,299.51

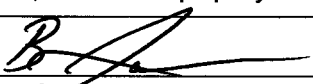
Part 3: Other Certificates Redeemed by Applicant (Other than County)

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)
# 2023/662	06/01/2023	11,937.53	6.25	711.28	12,655.06
Part 3: Total*					12,655.06

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)	18,954.57
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	11,594.98
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)	30,924.55

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

Sign here: 	Escambia, Florida
Signature, Tax Collector or Designee	Date April 24th, 2024

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

Part 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 here: _____ Date of sale <u>04/02/2025</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS *16.25*

Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

BEG AT INTER OF S R/W LI OF SR #10 & ELY R/W LI OF COPTER RD FOR POB S 88 DEG 2 MIN 0 SEC E ALG S R/W 256 73/100 FT TO PC DELTA ANG 2 DEG 45 MIN 34 SEC ARC DIST 188 79/100 FT RADIUS 3919 83/100 FT CH S 89 DEG 24 MIN 47 SEC E 188 77/100 FT S 11 DEG 45 MIN 5 SEC W 211 65/100 FT N 75 DEG 3 MIN 5 SEC W ALG N R/W LI OF COPTER RD 5 42/100 FT N 72 DEG 6 MIN 20 SEC W CONT ALG R/W 19 96/100 FT N 71 DEG 50 MIN 5 SEC W 198 20/100 FT TO PC DELTA ANG 40 DEG 16 MIN 13 SEC ARC DIST 246 FT RADIUS 350 FT CH N 51 DEG 54 MIN 54 SEC W 240 96/100 FT TO POB OR 6751 P 1627

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2400600

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

KEYS FUNDING LLC - 2022

PO BOX 71540

PHILADELPHIA, PA 19176-1540,

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
02-1816-100	2022/683	06-01-2022	BEG AT INTER OF S R/W LI OF SR #10 & ELY R/W LI OF COPTER RD FOR POB S 88 DEG 2 MIN 0 SEC E ALG S R/W 256 73/100 FT TO PC DELTA ANG 2 DEG 45 MIN 34 SEC ARC DIST 188 79/100 FT RADIUS 3919 83/100 FT CH S 89 DEG 24 MIN 47 SEC E 188 77/100 FT S 11 DEG 45 MIN 5 SEC W 211 65/100 FT N 75 DEG 3 MIN 5 SEC W ALG N R/W LI OF COPTER RD 5 42/100 FT N 72 DEG 6 MIN 20 SEC W CONT ALG R/W 19 96/100 FT N 71 DEG 50 MIN 5 SEC W 198 20/100 FT TO PC DELTA ANG 40 DEG 16 MIN 13 SEC ARC DIST 246 FT RADIUS 350 FT CH N 51 DEG 54 MIN 54 SEC W 240 96/100 FT TO POB OR 6751 P 1627

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

KEYS FUNDING LLC - 2022

PO BOX 71540

PHILADELPHIA, PA 19176-1540

04-22-2024

Application Date

Applicant's signature



Chris Jones Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

[Back](#)

← Nav. Mode ☒ Account ☐ Parcel ID →

[Printer Friendly Version](#)

General Information Parcel ID: 141S301101001010 Account: 021816100 Owners: BROOKS PAUL D DPM PA Mail: 2201 E NINE MILE ROAD PENSACOLA, FL 32514 Situs: 2201 E NINE MILE RD 32514 Use Code: PROFESSIONAL BLDG. Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector					Assessments <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2023</td> <td>\$291,850</td> <td>\$539,694</td> <td>\$831,544</td> <td>\$831,544</td> </tr> <tr> <td>2022</td> <td>\$291,850</td> <td>\$500,879</td> <td>\$792,729</td> <td>\$792,729</td> </tr> <tr> <td>2021</td> <td>\$291,850</td> <td>\$463,311</td> <td>\$755,161</td> <td>\$755,161</td> </tr> </tbody> </table> Disclaimer Tax Estimator Report Storm Damage Enter Income & Expense Survey Download Income & Expense Survey					Year	Land	Imprv	Total	Cap Val	2023	\$291,850	\$539,694	\$831,544	\$831,544	2022	\$291,850	\$500,879	\$792,729	\$792,729	2021	\$291,850	\$463,311	\$755,161	\$755,161																																		
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Parcel Information					Launch Interactive Map																																																										



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 #: 02-1816-100 CERTIFICATE #: 2022-0683

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: December 12, 2004 to and including December 12, 2024 Abstractor: Pam Alvarez

BY

Michael A. Campbell,
As President
Dated: December 16, 2024

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

December 16, 2024

Tax Account #: **02-1816-100**

1. The Grantee(s) of the last deed(s) of record is/are: **PAUL D BROOKS, DPM, PA**
By Virtue of Special Warranty Deed recorded 8/10/2011 in OR 6751/1627
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 8/10/2011 OR 6751/1630 together with Modification recorded 3/23/2012 OR 6835/892**
4. Taxes:

Taxes for the year(s) 2021-2023 are delinquent.
Tax Account #: 02-1816-100
Assessed Value: \$840,866.00
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:	<u>APR 2, 2025</u>
TAX ACCOUNT #:	<u>02-1816-100</u>
CERTIFICATE #:	<u>2022-0683</u>

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 type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2024</u> tax year.

PAUL D BROOKS DPM PA
2201 E NINE MILE ROAD
PENSACOLA, FL 32514

PAUL D BROOKS DPM PA
9290 BALDRIDGE ROAD
PENSACOLA, FL 32514

REGIONS BANK
201 MILAN PARKWAY
BIRMINGHAM, AL 35211

Certified and delivered to Escambia County Tax Collector, this 16th day of December, 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

December 16, 2024

Tax Account #:02-1816-100

LEGAL DESCRIPTION EXHIBIT "A"

BEG AT INTER OF S R/W LI OF SR #10 & ELY R/W LI OF COPTER RD FOR POB S 88 DEG 2 MIN 0 SEC E ALG S R/W 256 73/100 FT TO PC DELTA ANG 2 DEG 45 MIN 34 SEC ARC DIST 188 79/100 FT RADIUS 3919 83/100 FT CH S 89 DEG 24 MIN 47 SEC E 188 77/100 FT S 11 DEG 45 MIN 5 SEC W 211 65/100 FT N 75 DEG 3 MIN 5 SEC W ALG N R/W LI OF COPTER RD 5 42/100 FT N 72 DEG 6 MIN 20 SEC W CONT ALG R/W 19 96/100 FT N 71 DEG 50 MIN 5 SEC W 198 20/100 FT TO PC DELTA ANG 40 DEG 16 MIN 13 SEC ARC DIST 246 FT RADIUS 350 FT CH N 51 DEG 54 MIN 54 SEC W 240 96/100 FT TO POB OR 6751 P 1627

SECTION 14, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 02-1816-100(0425-05)

**ABTRACTOR'S NOTE: WE CAN NOT CERTIFY LEGAL AS WRITTEN ON TAX ROLL
WITHOUT A CURRENT SURVEY.**

Recorded in Public Records 08/10/2011 at 02:41 PM OR Book 6751 Page 1627,
Instrument #2011055164, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$27.00 Deed Stamps \$2800.00

Prepared by and upon recordation
return to:

James J. Wheeler, P.A.
Broad and Cassel
7777 Glades Road, Suite 300
Boca Raton, Florida 33432

Tax GEO Number: 141S30-1101-001-010

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made and executed this 8th day of August, 2011, by **TIGER FINANCIAL CORPORATION**, a Nevada corporation, whose mailing address is 4547 Lake Shore Drive, Waco, Texas 76710 ("Grantor"), in favor of **PAUL D. BROOKS, DPM, P.A.**, a Florida corporation, whose mailing address is 9290 Baldrige Road, Pensacola, Florida 32514 ("Grantee").

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, its successors and assigns, certain real property located in Escambia County, Florida ("Property") which is more particularly described on **Exhibit "A"** attached hereto and by this reference made a part hereof.

TOGETHER with all the easements, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining; and

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

AND Grantor hereby covenants with Grantee that Grantor will forever warrant and defend the Property against the lawful claims and demands of all persons claiming by, through, or under Grantor, but against none other, subject to taxes and assessments, governmental zoning, land use and other regulatory matters, and covenants, easements, reservations, restrictions and other matters of record, if any, provided that this reference shall not serve to impose or re-impose same.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

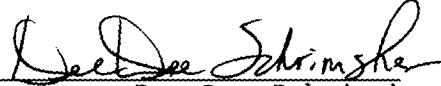
BK: 6751 PG: 1628

[SIGNATURE PAGE TO SPECIAL WARRANTY DEED]

IN WITNESS WHEREOF, the Grantor has caused this Special Warranty Deed to be executed the day and year first above written.

WITNESSES:

TIGER FINANCIAL CORPORATION,
a Nevada corporation


Print Name: Dee Dee Schrimsher

By: 
Charles Henson, Vice President


Print name: Elaine Ault

STATE OF TEXAS)
)
COUNTY OF MCLENNAN)

The foregoing instrument was acknowledged before me this 3 day of August, 2011, by Charles Henson, as Vice President of Tiger Financial Corporation. He (X) is personally known to me or has () produced _____ as identification.


NOTARY PUBLIC, State of ~~Florida~~ Texas
Susan E. Crelia

Print Name
My Commission expires: 2-24-2013
Serial No.: 01074834-6

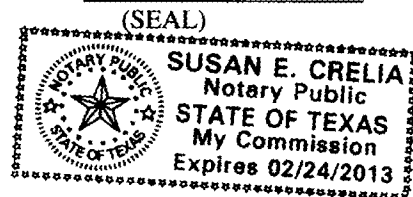


EXHIBIT "A"**Legal Description**

A portion of the Northeast 1/4, of the Northeast 1/4, of Section 14, Township 1 South, Range 30 West, Escambia County, Florida, more particularly described as follows:

Commence at a point being the intersection of the South R/W line of S.R. 10 (a 200' R/W) and the Easterly R/W line of Copter Road (a 100' R/W) and also being a 2' iron pipe; Thence South 88°02'00" East, and along the said Southerly R/W line a distance of 256.73 feet to a capped iron rod and point of curvature; Thence around a curve in a counterclockwise direction having a Delta angle of 02°45'34", an arc distance of 188.79 feet, a radius of 3919.83 feet, and a chord of South 89°24'47" East, a distance of 188.77 feet; Thence South 11°45'05" West, and along the West line of Parcel by a survey by T. F. Benson dated 3-28-83 a distance of 211.65 feet to a capped iron rod by said surveyor; Thence North 75°03'05" West, and along the North R/W line of Copter Road (a 100' R/W) a distance of 5.42 feet to a capped iron rod; Thence North 72°06'20" West, continue along said R/W line a distance of 19.96 feet to a capped iron rod; Thence North 71°50'05" West, a distance of 198.20 feet to the point of curvature; Thence around a curve in a clockwise direction having a Delta angle of 40°16'13", an arc distance of 246.00 feet, a radius of 350.00 feet, and a chord of North 51°54'54" West, a distance of 240.96 feet to the place of ending.

[End of Exhibit "A"]

Recorded in Public Records 08/10/2011 at 02:41 PM OR Book 6751 Page 1630,
Instrument #2011055165, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$61.00 MTG Stamps \$1120.00 Int. Tax \$640.00

PREPARED BY/RETURN TO:**BROAD AND CASSEL****ATTN: M. CLARK****7777 GLADES ROAD, SUITE 300****BOCA RATON, FL 33434****RECORDATION REQUESTED BY:****REGIONS BANK****201 MILAN PARKWAY****BIRMINGHAM, AL 35211****PREPARED BY:****WHEN RECORDED MAIL TO:**

Regions Bank
Collateral Management
PO Box 12926
Birmingham, AL 35202

This Mortgage prepared by:

Name: SHANNON CHARLESTON
Company: REGIONS BANK
Address: 201 MILAN PARKWAY, BIRMINGHAM, AL 35211



DOC48504092258006699600013663400000000

MORTGAGE

THIS MORTGAGE dated August 8, 2011, is made and executed between PAUL D. BROOKS, DPM, P.A., A Florida Corporation (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:**

SEE EXHIBIT "A"

The Real Property or its address is commonly known as 2201 E NINE MILE RD, PENSACOLA, FL 32514.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated, whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. If the Lender is required to give notice of the right to cancel under Truth in Lending in connection with any additional loans, extensions of credit and other liabilities or obligations of Grantor to Lender, then this Mortgage shall not secure additional loans or obligations unless and until such notice is given.

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 ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$320,000.00, 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 tenantable 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

**MORTGAGE
(Continued)**

Loan No: 25800669960001366340

Page 2

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, including without limitation, the Americans With Disabilities Act. 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:

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. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. 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 thirty (30) 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 Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, for the full unpaid principal balance of the loan and 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. 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.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging

Loan No: 25800669960001366340

**MORTGAGE
(Continued)**

Page 3

or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note, 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 Note 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 Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

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 Representations and Warranties. All representations, warranties, and agreements made by Grantor 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 shall be 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 Note; 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.

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 Rents and 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, 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 Note, 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, 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

**MORTGAGE
(Continued)**

Loan No: 25800669960001366340

Page 4

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. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

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 Note 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 shall 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. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

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 Note 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 collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance,

Loan No: 25800669960001366340

**MORTGAGE
(Continued)**

Page 5

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 party may change its address for notices under this Mortgage by giving written notice to the other parties, specifying that the purpose of the notice is to change the party'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.

SWAP AGREEMENTS. As a further expression of the parties' intentions and without in any way limiting the breadth or generality of the "Cross-Collateralization" paragraph or the definition of Indebtedness in this Mortgage, it is acknowledged, understood and agreed that this Mortgage shall secure any and all of the Grantor's or Borrower's obligations under or in connection with any existing and future swap agreements (as defined in 11 U.S.C. § 101, as in effect from time to time) with Lender or any of its affiliates.

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

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

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 Note 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 Waiver by Lender. Lender shall not be deemed to have waived any rights under this Mortgage unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Mortgage shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Mortgage. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or of any of Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

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 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 capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means PAUL D. BROOKS, DPM, P.A. and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

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 PAUL D. BROOKS, DPM, P.A..

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

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

**MORTGAGE
(Continued)**

Loan No: 25800669960001366340

Page 6

the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, Indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage.

Lender. The word "Lender" means REGIONS BANK, its successors and assigns.

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

Note. The word "Note" means the promissory note dated August 8, 2011, in the original principal amount of **\$320,000.00** 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 Note is February 8, 2012. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

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.

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:

PAUL D. BROOKS, DPM, P.A.

By:

PAUL D. BROOKS, Director of PAUL D. BROOKS, DPM, P.A.

WITNESSES:

x

Monica S. Cone
Linda A. Hoffman

CORPORATE ACKNOWLEDGMENTSTATE OF Florida

)

) SS

COUNTY OF Escambia

)

The foregoing instrument was acknowledged before me this 5th day of August, 2011 by PAUL D. BROOKS, Director of PAUL D. BROOKS, DPM, P.A., a Florida corporation, on behalf of the corporation. He or she is personally known to me or has produced P.D. as identification.



MONICA S. CONE
 Notary Public - State of Florida
 My Commission Expires 6/11/14
 Identification # DD 992859

Monica S. Cone
 (Signature of Person Taking Acknowledgment)
monica s cone
 (Name of Acknowledger Typed, Printed or Stamped)
 Notary Public
 (Title or Rank)
 992859
 (Serial Number, if any)

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Escambia, STATE OF FL, AND IS DESCRIBED AS FOLLOWS:

A portion of the Northeast 1/4, of the Northeast 1/4, of Section 14, Township 1 South, Range 30 West, Escambia County, Florida, more particularly described as follows:

Commence at a point being the intersection of the South R/W line of S.R. 10 (a 200' R/W) and the Easterly R/W line of Copter Road (a 100' R/W) and also being a 2' iron pipe; Thence South 88°02'00" East, and along the said Southerly R/W line a distance of 256.73 feet to a capped iron rod and point of curvature; Thence around a curve in a counterclockwise direction having a Delta angle of 02°45'34", an arc distance of 188.79 feet, a radius of 3919.83 feet, and a chord of South 89°24'47" East, a distance of 188.77 feet; Thence South 11°45'05" West, and along the West line of Parcel by a survey by T. F. Benson dated 3-28-83 a distance of 211.65 feet to a capped iron rod by said surveyor; Thence North 75°03'05" West, and along the North R/W line of Copter Road (a 100' R/W) a distance of 5.42 feet to a capped iron rod; Thence North 72°06'20" West, continue along said R/W line a distance of 19.96 feet to a capped iron rod; Thence North 71°50'05" West, a distance of 198.20 feet to the point of curvature; Thence around a curve in a clockwise direction having a Delta angle of 40°16'13", an arc distance of 246.00 feet, a radius of 350.00 feet, and a chord of North 51°54'54" West, a distance of 240.96 feet to the place of ending.

Recorded in Public Records 03/23/2012 at 01:42 PM OR Book 6835 Page 892,
Instrument #2012022640, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$27.00 MTG Stamps \$1141.00 Int. Tax \$652.00

THIS INSTRUMENT WAS PREPARED BY
LINDA A. HOFFMAN OF
CARVER, DARDEN, KORETSKY
ATTORNEYS AT LAW
801 WEST ROMANA STREET
SUITE A
PENSACOLA, FLORIDA 32502
FILE NO. 4265.41461

FIRST MODIFICATION OF MORTGAGE AND FUTURE ADVANCE AGREEMENT

STATE OF FLORIDA
COUNTIES OF ESCAMBIA

This First Modification of Mortgage and Future Advance Agreement (this "Agreement") is by and between **Paul D. Brooks, DPM, P.A.**, a Florida corporation (hereinafter referred to as "Grantor"), with a mailing address of 9290 Baldrige Road, Pensacola, Florida 32514 and **Regions Bank** (hereinafter referred to as "Lender"), with a mailing address of 201 Milan Parkway, Birmingham, Alabama 35211, and is executed this 22nd day of March, 2012.

RECITALS:

WHEREAS, on or about August 8, 2011, Grantor executed that certain Promissory Note of even date payable to the order of Lender, in the original principal amount of \$320,000.00 (hereinafter the "Current Note"); and

WHEREAS, the Current Note, and any and all amendments, extensions, renewals, replacements, substitutions and modifications and consolidations thereof, are secured by that certain Mortgage dated August 8, 2011, as recorded in Official Records Book 6751, Page 1630 of the Official Records of Escambia County Florida (collectively hereinafter referred to as the "Mortgage"); and

WHEREAS, Borrower has on this date borrowed an additional sum from Lender in the principal sum of \$326,000.00 upon which documentary stamps are being paid and as evidence thereof has executed a Promissory Note of even date in the original principal amount of \$646,000.00 (the "Renewal Note"). The \$326,000.00 increase, which has been consolidated into the Renewal Note, is intended to be a future advance secured by the Mortgage, repayable as set forth in the Renewal Note.

WHEREAS, this instrument is executed to modify the Mortgage to allow for the future advances and to further evidence the additional advance made at the option of Lender pursuant to the request of the Borrower under the future advance provision of the Mortgage, and

Now therefore, in consideration of the foregoing recitals and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The Recitals referenced above are hereby acknowledged as being true and accurate and are incorporated herein by reference.

2. The following paragraph is hereby added to the Mortgage:

Future Advances. This Mortgage is given to secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or are made at the option of the Lender, or otherwise, as are made within twenty years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, provided that such future advances are evidenced by an instrument or other writing which makes specific reference to this mortgage as securing the payment thereof. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid balance so secured at one time shall not exceed \$2,000,000.00 plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Real Property, plus interest thereon, at the rate then in effect pursuant to the terms of the Note.

3. The fifth paragraph set forth in the Mortgage is deleted in its entirety and is replaced with the following:

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 any and all obligations under the note in the original principal amount of \$646,000.00, the Related Documents, and any future advances, and any indebtedness due under this Mortgage. This Mortgage is given and accepted on the following terms:

4. The following paragraph set forth in the Mortgage is deleted in its entirety and is replaced with the following:

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, and any future advances, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, indebtedness includes all amounts that may be indirectly secured by the Cross-Collateralization provision of this Mortgage and any future advances.

5. The following paragraph set forth in the Mortgage is deleted in its entirety and is replaced with the following:

Note and Notes. The word "Note" means the promissory note dated August 8, 2011 in the original principal amount of \$320,000.00 together with future advance in the amount of \$326,000.00 of even date from Grantor to Lender and Renewal Note (as defined above), together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the said Note. The maturity date of the Renewal Note is as set forth in said Renewal Note.

6. The total principal amount secured by the Mortgage, including the unpaid principal balance due under all notes described in this Agreement and the Current Note and the \$326,000.00 advanced this date, is the sum of \$646,000.00, which is evidenced by the Renewal Note and which shall be secured by the Mortgage as modified hereby.

7. Acknowledgment. Grantor agrees that Lender has complied with each and every term, covenant and condition of the Current Note, Mortgage, and all Related Documents, and that Grantor as of the date hereof, has no set off or claim of any nature against the Lender relating to the Current Note, Mortgage, or any other Related Documents.

8. Representations and Warranties. Grantor hereby makes and remakes each of the representations and warranties contained in the Mortgage as of the date hereof, which representations and warranties shall be deemed continuing and shall survive the execution and delivery hereof.

9. Reaffirmation. Except as modified hereby, the Mortgage shall remain in full force and effect according to its original terms, covenants and conditions (which are incorporated herein by reference), and the modifications contained herein shall not be deemed to be a waiver by Lender of any rights contained in the Mortgage, including, but not limited to, the right to demand payment in full of the Current Note and to foreclose the Mortgage should the Grantor default in any of its obligations contained in the Current Note, the Mortgage or in any other documents or instrument executed in connection with, or as security for, the Indebtedness.

10. Successors and Assigns. Grantor covenants that Grantor is the owner of the Real Property and in consideration of the premises and of the making by Lender of the advance evidenced hereby, Grantor does acknowledge, covenant and agree that the Mortgage in favor of Lender secures the payment of the additional advance evidenced by this agreement, as well as all former indebtedness thereunder made by Lender to Grantor and that the Mortgage is binding upon Grantor, its successors and assigns.

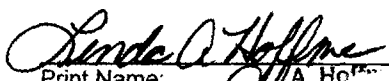

11. Reproduction. Grantor acknowledges that Lender may reproduce (by electronic means or otherwise) any of the documents evidencing and/or securing the Renewal Note and thereafter may destroy the original documents. Grantor does hereby agree that any document so reproduced shall be the binding obligation of

Grantor, enforceable and admissible in evidence against it to the same extent as if the original documents had not been destroyed.

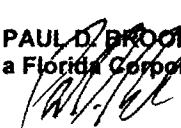
12. Novation. The execution and delivery of this Agreement shall not constitute a novation or modification of the lien, encumbrance or security title of the Mortgage, which Mortgage shall retain its priority as originally filed for record. Grantor expressly agrees that the Notes are in full force and effect, and that Grantor has no defense, claim, counterclaim or right of setoff, legal or equitable, arising out of or in connection with the loan transaction related hereto.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed on the date first above written.

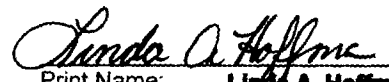
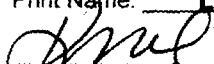
WITNESSES:


 Print Name: Linda A. Hoffman

 Print Name: Kristie Moore

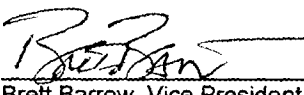
PAUL D. BROOKS, DPM, P.A.,
 a Florida Corporation


 Paul D. Brooks, President {SEAL}

WITNESSES:


 Print Name: Linda A. Hoffman

 Print Name: Kristie Moore

REGIONS BANK, AN ALABAMA BANKING CORPORATION


 Brett Barrow, Vice President

STATE OF FLORIDA
 COUNTY OF ESCAMBIA

The foregoing instrument was sworn, subscribed and acknowledged before me this 22nd day of March, 2012 by Paul D. Brooks, President of **PAUL D. BROOKS, DPM, P.A.**, on behalf of the Corporation. He is personally known to me or has produced a valid drivers license as identification.



LINDA A. HOFFMAN
 Notary Public, State of Florida
 My Comm. Expires Aug. 6, 2014
 Commission No. EE 9718



 NOTARY PUBLIC: Linda A. Hoffman

STATE OF FLORIDA
 COUNTY OF ESCAMBIA

The foregoing instrument was sworn, subscribed and acknowledged before me this 22nd day of March, 2012 by Brett Barrow, Vice President of **Regions Bank**, on behalf of the Bank. He is personally known to me or has produced a valid driver's license as identification.



LINDA A. HOFFMAN
 Notary Public, State of Florida
 My Comm. Expires Aug. 6, 2014
 Commission No. EE 9718


 NOTARY PUBLIC: Linda A. Hoffman

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING
NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 00683 of 2022

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on February 13, 2025, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

PAUL D BROOKS DPM PA 2201 E NINE MILE ROAD PENSACOLA, FL 32514	REGIONS BANK 201 MILAN PARKWAY BIRMINGHAM, AL 35211
----------------------------------------------------------------------	-----------------------------------------------------------

PAUL D BROOKS DPM PA 9290 BALDRIDGE ROAD PENSACOLA, FL 32514

WITNESS my official seal this 13th day of February 2025.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

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 April 2, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **KEYS FUNDING LLC** holder of **Tax Certificate No. 00683**, 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:

BEG AT INTER OF S R/W LI OF SR #10 & ELY R/W LI OF COPTER RD FOR POB S 88 DEG 2 MIN 0 SEC E ALG S R/W 256 73/100 FT TO PC DELTA ANG 2 DEG 45 MIN 34 SEC ARC DIST 188 79/100 FT RADIUS 3919 83/100 FT CH S 89 DEG 24 MIN 47 SEC E 188 77/100 FT S 11 DEG 45 MIN 5 SEC W 211 65/100 FT N 75 DEG 3 MIN 5 SEC W ALG N R/W LI OF COPTER RD 5 42/100 FT N 72 DEG 6 MIN 20 SEC W CONT ALG R/W 19 96/100 FT N 71 DEG 50 MIN 5 SEC W 198 20/100 FT TO PC DELTA ANG 40 DEG 16 MIN 13 SEC ARC DIST 246 FT RADIUS 350 FT CH N 51 DEG 54 MIN 54 SEC W 240 96/100 FT TO POB OR 6751 P 1627

SECTION 14, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 021816100 (0425-05)

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

PAUL D BROOKS DPM PA

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 April, which is the **2nd** day of April 2025.

Dated this 18th day of February 2025.

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

IF THE PROPERTY PROCEEDS TO SALE, YOU WILL RECEIVE NOTICE FROM US REGARDING SURPLUS FUNDS. YOU MAY CLAIM THE FUNDS DIRECTLY FROM OUR OFFICE, FREE OF CHARGE. PAYING A FEE FROM THE SURPLUS FOR ASSISTANCE FROM A THIRD PARTY IS NOT REQUIRED.

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SECTION 14, TOWNSHIP 1 S, RANGE 30 W

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Dated this 18th day of February 2025.

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Post Property:

2201 E NINE MILE RD 32514



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

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Personal Services:

PAUL D BROOKS DPM PA
2201 E NINE MILE ROAD
PENSACOLA, FL 32514

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By:
Emily Hogg
Deputy Clerk

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ESCAMBIA COUNTY SHERIFF'S OFFICE
ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE

0425.05

Document Number: ECSO25CIV006221NON

Agency Number: 25-003839

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT NO 00683 2022

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE: PAUL D BROOKS PDM PA

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 2/21/2025 at 9:14 AM and served same at 2:15 PM on 2/24/2025 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

Printed By: LCMITCHE

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TAX ACCOUNT NUMBER 021816100 (0425-05)

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Post Property:

2201 E NINE MILE RD 32514



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By:
Emily Hogg
Deputy Clerk

IF THE PROPERTY PROCEEDS TO SALE, YOU WILL RECEIVE NOTICE FROM US REGARDING SURPLUS FUNDS. YOU MAY CLAIM THE FUNDS DIRECTLY FROM OUR OFFICE, FREE OF CHARGE. PAYING A FEE FROM THE SURPLUS FOR ASSISTANCE FROM A THIRD PARTY IS NOT REQUIRED.

RECEIVED
MAR 21 AM 9:15
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

ESCAMBIA COUNTY SHERIFF'S OFFICE
ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE

0425-05

Document Number: ECSO25CIV006245NON

Agency Number: 25-003882

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT NO 00683 2022

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE: PAUL D BROOKS DPM PA

Defendant:

Type of Process: WARNING/NOTICE OF APPLICATION FOR TAX DEED

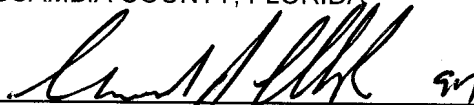
Non-Executed

Received this Writ on 2/21/2025 at 9:16 AM and after a diligent search in ESCAMBIA COUNTY, FLORIDA for PAUL D BROOKS DPM PA , Writ was returned to court UNEXECUTED on 3/10/2025 for the following reason:

UNAAABLE TO MAKE CONTACT WITH SUBJECT AFTER NUMEROUS ATTEMPTS PRIOR TO SERVE BY DATE. NO ADDITIONAL INFORMATION GAINED THROUGH DUE DILIGENCE EFFORTS.

CHIP W SIMMONS, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By: _____



G. FALLER, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: LCMITCHE

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 April 2, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **KEYS FUNDING LLC** holder of **Tax Certificate No. 00683**, 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:

BEG AT INTER OF S R/W LI OF SR #10 & ELY R/W LI OF COPTER RD FOR POB S 88 DEG 2 MIN 0 SEC E ALG S R/W 256 73/100 FT TO PC DELTA ANG 2 DEG 45 MIN 34 SEC ARC DIST 188 79/100 FT RADIUS 3919 83/100 FT CH S 89 DEG 24 MIN 47 SEC E 188 77/100 FT S 11 DEG 45 MIN 5 SEC W 211 65/100 FT N 75 DEG 3 MIN 5 SEC W ALG N R/W LI OF COPTER RD 5 42/100 FT N 72 DEG 6 MIN 20 SEC W CONT ALG R/W 19 96/100 FT N 71 DEG 50 MIN 5 SEC W 198 20/100 FT TO PC DELTA ANG 40 DEG 16 MIN 13 SEC ARC DIST 246 FT RADIUS 350 FT CH N 51 DEG 54 MIN 54 SEC W 240 96/100 FT TO POB OR 6751 P 1627

SECTION 14, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 021816100 (0425-05)

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

PAUL D BROOKS DPM PA

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 April, which is the **2nd day of April 2025**.

Dated this 18th day of February 2025.

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.

Personal Services:

PAUL D BROOKS DPM PA
2201 E NINE MILE ROAD
PENSACOLA, FL 32514

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



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Deputy Clerk

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PAUL D BROOKS DPM PA [0425-05]
2201 E NINE MILE ROAD
PENSACOLA, FL 32514

9171 9690 0935 0128 0360 94

REGIONS BANK [0425-05]
201 MILAN PARKWAY
BIRMINGHAM, AL 35211

9171 9690 0935 0128 0360 87

PAUL D BROOKS DPM PA [0425-05]
9290 BALDRIDGE ROAD
PENSACOLA, FL 32514

9171 9690 0935 0128 0360 70

contact

Pam Childers

Clerk of the Circuit Court & Comptroller
Official Records
221 Palafox Place, Suite 110
Pensacola, FL 32502

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
FILED
MAR 10 A 9:42
PENSACOLA COUNTY, FL
REGIONS BANK 10425-05]
200 MILAN PARKWAY
BIRMINGHAM, AL 35211

CERTIFIED MAIL™



9171 9690 0935 0128 0360 87

Fwd

FL 325
MAR 10 2 25 PM



quadiant

FIRST-CLASS MAIL

IMI

\$008.16⁰

02/24/2025 ZIP 32502
043M31219251

US POSTAGE

NIXIE

352 FE 1

00003/03/25

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

MMF

BL: 32502583333

208/-03321-23-42

32302>6633

35211-694601

CERTIFIED MAIL™

Pam Childers

Clerk of the Circuit Court & Comptroller

Official Records

221 Palafox Place, Suite 110

Pensacola, FL 32502



9171 9690 0935 0128 0360 94

PENSACOLA FL 325

24 FEB 2025 PM



quadiant

FIRST-CLASS MAIL
IMI

\$008.16⁹

02/24/2025 ZIP 32502
043M31219251

US POSTAGE

UTF

PAUL D BROOKS DPM PA [0425-05]
2201 E NINE MILE ROAD
PENSACOLA, FL 32514

.. 882A2D0E2B2E2D61B9

UTF

32514-777201

NIXIE

326 FE 1

0003/02/25

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

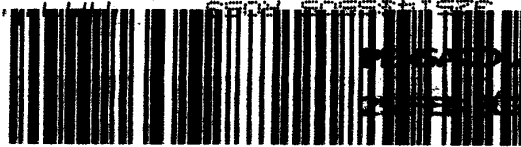
BC: 32502583335

*2638-00074-25-36



CERTIFIED MAIL™

Pam Childers
Clerk of the Circuit Court & Comptroller
Official Records
221 Palafox Place, Suite 110
Pensacola, FL 32502



9171 9690 0935 0128 0360 70



quadiant
FIRST-CLASS MAIL
IMI
\$008.16⁹
02/24/2025 ZIP 32502
043M31219251

US POSTAGE

PAUL D BROOKS DPM PA [0425-05]
9290 BALDRIDGE ROAD
PENSACOLA, FL 32514

9327818993569963

*NOT this
address*

4W6
32514-550590

NIXIE 326 FE 1 0003/22/25
RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 32582583335 *2638-00061-25-36



THE SUMMATION WEEKLY

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

NOTICE OF APPLICATION FOR TAX DEED 4WR2/26-3/5TD

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Dated this 21st day of February 2025.

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

Name: Emily Hogg, Deputy Clerk
Order Number: 7778
Order Date: 2/21/2025
Number Issues: 4
Pub Count: 1
First Issue: 2/26/2025
Last Issue: 3/19/2025
Order Price: \$200.00
Publications: The Summation Weekly
Pub Dates: The Summation Weekly: 2/26/2025, 3/5/2025, 3/12/2025, 3/19/2025


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

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 000683 KEYS FUNDING LLC - Brooks

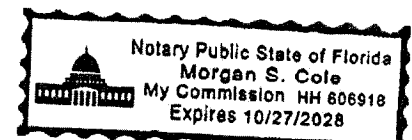
was published in said newspaper in and was printed and released from 2/26/2025 until 3/19/2025 for a consecutive 4 weeks.

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.

X 
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 3/19/2025, by MALCOLM BALLINGER, who is personally known to me.

X 
NOTARY PUBLIC





Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com



facebook.com/ECTaxCollector



twitter.com/escambiatc

2024

REAL ESTATE

TAXES



Notice of Ad Valorem and Non-Ad Valorem Assessments

SCAN TO PAY ONLINE

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
02-1816-100	06		141S301101001010

BROOKS PAUL D DPM PA
2201 E NINE MILE ROAD
PENSACOLA, FL 32514

PROPERTY ADDRESS:
2201 E NINE MILE RD

EXEMPTIONS:

PRIOR YEAR(S) TAXES OUTSTANDING

22/683

AD VALOREM TAXES					
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	840,866	0	840,866	5,563.59
PUBLIC SCHOOLS					
BY LOCAL BOARD	1.7520	840,866	0	840,866	1,473.20
BY STATE LAW	3.0950	840,866	0	840,866	2,602.48
WATER MANAGEMENT	0.0218	840,866	0	840,866	18.33
SHERIFF	0.6850	840,866	0	840,866	575.99
M.S.T.U. LIBRARY	0.3590	840,866	0	840,866	301.87
ESCAMBIA CHILDRENS TRUST	0.4043	840,866	0	840,866	339.96

TOTAL MILLAGE 12.9336

AD VALOREM TAXES \$10,875.42

LEGAL DESCRIPTION	NON-AD VALOREM ASSESSMENTS		
BEG AT INTER OF S/R/W LI OF SR #10 & ELY R/W LI OF COPTER RD FOR POB S 88 DEG 2 See Additional Legal on Tax Roll	TAXING AUTHORITY	RATE	AMOUNT
	FP FIRE PROTECTION		227.33
NON-AD VALOREM ASSESSMENTS			\$227.33

Pay online at EscambiaTaxCollector.com

Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS \$11,102.75

If Paid By Please Pay	Mar 31, 2025 \$11,102.75	Apr 30, 2025 \$11,435.83	May 30, 2025 \$11,470.83		
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RETAIN FOR YOUR RECORDS

2024 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

Make checks payable to:

Scott Lunsford, CFC
Escambia County Tax Collector

P.O. BOX 1312

PENSACOLA, FL 32591

Pay online at EscambiaTaxCollector.com

PRIOR YEAR(S) TAXES
OUTSTANDING

Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT

AMOUNT IF PAID BY	Mar 31, 2025 11,102.75
AMOUNT IF PAID BY	Apr 30, 2025 11,435.83
AMOUNT IF PAID BY	May 30, 2025 11,470.83
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	

DO NOT FOLD, STAPLE, OR MUTILATE

ACCOUNT NUMBER

02-1816-100

PROPERTY ADDRESS

2201 E NINE MILE RD

BROOKS PAUL D DPM PA
2201 E NINE MILE ROAD
PENSACOLA, FL 32514

1 021816100 2024 5

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: 021816100 Certificate Number: 000683 of 2022**

Payor: PAUL D BROOKS 2140 MARIA CIR PENSACOLA FL 32514 Date 3/28/2025

Clerk's Check # 1
Tax Collector Check # 1

Clerk's Total \$538.08
Tax Collector's Total \$36,497.22
Postage \$24.60
Researcher Copies \$0.00
Recording \$10.00
Prep Fee \$7.00
Total Received \$37,076.90

**PAM CHILDERS
Clerk of the Circuit Court**

Received By: _____
Deputy Clerk

REDUCED
36,506.19
[Signature]

**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>**