

## **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

0924-62

		N. COTMENTS	0000	ID OOF AA	LDANIZ			
Applicant Name Applicant Address	JPL INVESTMENTS CORP AND OCEAN BANK 8724 SW 72 ST #382 MIAMI, FL 33173			Application date		Apr 03, 2024		
Property description	BOGGAN ANTHONY 7583 KERSHAW ST PENSACOLA, FL 32534			Certificate #		2022 / 965		
	7527 KERSHAW ST 03-0369-060 BEG AT SW COR OF E 6 ACRES OF LT 2 PORT OF SEC 22 T 1S R 30 S 87 DEG 51 MIN 40 SEC E ALG N LI OF GOV (Full legal attached.)		Date certificate issued		06/01/2022			
Part 2: Certificat	es Ov					Appl		<u> </u>
Column 1 Certificate Numbe	r	Column Date of Certific		Column 3 Face Amount of Certificate			Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2022/965		06/01/20	)22		300.01		15.00	315.01
							→Part 2: Total*	315.01
Part 3: Other Ce	rtifica	tes Redeeme	d by App	olicant (O	ther than Co	unty)	)	
Column 1 Certificate Number	D	Column 2 ate of Other artificate Sale	Face A	mn 3 mount of ertificate	Column 4 Tax Collector's F	-ee	Column 5 interest	Total (Column 3 + Column 4 + Column 5)
# 2021/869	0	6/01/2021		296.24		6.25	73.44	375.93
							Part 3: Total*	375.93
Part 4: Tax Colle	ector	Certified Am	ounts (Li	nes 1-7)				
Cost of all cert	ificates	s in applicant's	possessio	n and other			ed by applicant of Parts 2 + 3 above)	690.94
2. Delinquent tax	es paid	d by the applica	int					0.00
3. Current taxes paid by the applicant 2				273.68				
4. Property information report fee 20				200.00				
5. Tax deed application fee				175.00				
6. Interest accrue	ed by ta	ax collector und	ler s.197.5	42, F.S. (s	ee Tax Collecto	r Inst	ructions, page 2)	0.00
7.						To	otal Paid (Lines 1-6)	1,339.62
I certify the above in have been paid, an						y infoi	rmation report fee, ar	nd tax collector's fees
0.0	- 1	1h -n 1	- 201	11.			Escambia, Florid	a

+\$6.25

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

Par	t 5: Clerk of Court Certified Amounts (Lines 8-14)		
8.	Processing tax deed fee		
9.	Certified or registered mail charge		
10.	Clerk of Court advertising, notice for newspaper, and electronic auction fees		
11.	Recording fee for certificate of notice		
12.	Sheriff's fees		
13.	Interest (see Clerk of Court Instructions, page 2)		
14.	Total Paid (Lines 8-13)		
15.	Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.		
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)		
Sign f	nere: Date of sale 09/04/2024 Signature, Clerk of Court or Designee		

#### **INSTRUCTIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BEG AT SW COR OF E 6 ACRES OF LT 2 PORT OF SEC 22 T 1S R 30 S 87 DEG 51 MIN 40 SEC E ALG N LI OF GOVT LT 2 188 75/100 FT N 2 DEG 8 MIN 20 SEC E 250 29/ 100 FT FOR POB CONT N 2 DEG 8 MIN 20 SEC E 60 FT N 87 DEG 51 MIN 40 SEC W 60 FT S 87 DEG 51 MIN 40 SEC E 188 75/100 FT TO POB OR 7941 P 903

## **APPLICATION FOR TAX DEED**

Section 197.502, Florida Statutes

512 R. 12/16

Application Number: 2400053

To: Tax Collector of <u>ESCAMBIA COUNTY</u> , Florida
I,
JPL INVESTMENTS CORP AND OCEAN BANK 8724 SW 72 ST #382
MIAMI, FL 33173,
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
03-0369-060	2022/965	06-01-2022	BEG AT SW COR OF E 6 ACRES OF LT 2 PORT OF SEC 22 T 1S R 30 S 87 DEG 51 MIN 40 SEC E ALG N LI OF GOVT LT 2 188 75/100 FT N 2 DEG 8 MIN 20 SEC E 250 29, 100 FT FOR POB CONT N 2 DEG 8 MIN 20 SEC E 60 FT N 87 DEG 51 MIN 40 SEC W 60 FT S 87 DEG 51 MIN 40 SEC E 188 75/100 FT TO POB OR 7941 R 903

#### l 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	
JPL INVESTMENTS CORP AND OCEAN BANK	
8724 SW 72 ST #382	
MIAMI, FL 33173	
	04-03-2024
	Application Date
Applicant's signature	,,

**Real Estate Search** 

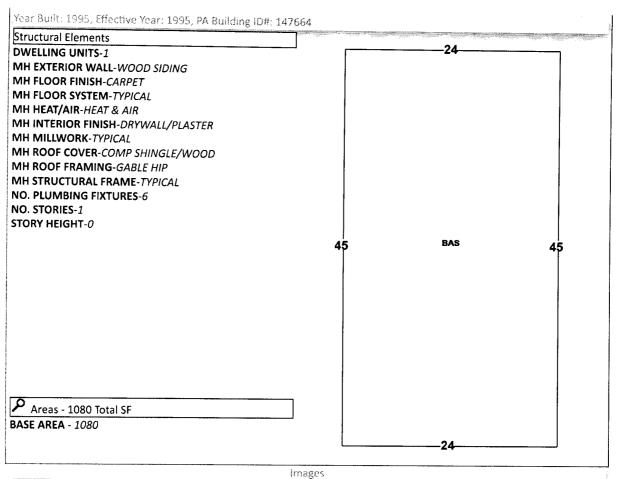
**Tangible Property Search** 

Sale List

**Back** 

Printer Friendly Version Nav. Mode Account O Parcel ID General Information Assessments Cap Val Land Imprv Total Year 2215304301009002 Parcel ID: \$5,878 \$10,630 \$10,552 2023 \$4,752 030369060 Account: \$9,593 2022 \$4,752 \$4,885 \$9,637 **BOGGAN ANTHONY** Owners: \$8,721 2021 \$4,752 \$3,969 \$8,721 Mail: 7583 KERSHAW ST PENSACOLA, FL 32534 7527 KERSHAW ST 32534 Situs: Disclaimer MOBILE HOME A Use Code: **Tax Estimator** Taxing **COUNTY MSTU Authority:** File for Exemption(s) Online **Open Tax Inquiry Window** Tax Inquiry: Tax inquiry link courtesy of Scott Lunsford **Report Storm Damage** Escambia County Tax Collector 2023 Certified Roll Exemptions Sales Data Official Records None Book Page Value Type Sale Date (New Window) Legal Description Lb BEG AT SW COR OF E 6 ACRES OF LT 2 PORT OF SEC 22 T 1S 07/31/2018 7941 903 \$100 QC R 30 S 87 DEG 51 MIN 40 SEC E ALG N LI OF GOVT LT 2 188 03/21/2013 6990 1922 \$100 QC 75/100... 🔑 Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Extra Features Comptroller None Launch Interactive Map Parcel Information Section Map Id: 22-1S-30-2 Approx. 188.75 Acreage: 0.2820 Zoned: P HDMU 188.75 HDMU HDMU HDMU HDMU HDMU номи HDMU Evacuation View Florida Department of Environmental Protection(DEP) Data & Flood Information Open Report

Buildings





12/6/2019 12:00:00 AM

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

Last Updated:04/25/2024 (tc.3873)

Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2024031138 4/26/2024 10:41 AM OFF REC BK: 9137 PG: 569 Doc Type: TDN

#### NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That JPL INVESTMENTS CORP AND OCEAN BANK holder of Tax Certificate No. 00965, 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 SW COR OF E 6 ACRES OF LT 2 PORT OF SEC 22 T 1S R 30 S 87 DEG 51 MIN 40 SEC E ALG N LI OF GOVT LT 2 188 75/100 FT N 2 DEG 8 MIN 20 SEC E 250 29/ 100 FT FOR POB CONT N 2 DEG 8 MIN 20 SEC E 60 FT N 87 DEG 51 MIN 40 SEC W 60 FT S 87 DEG 51 MIN 40 SEC E 188 75/100 FT TO POB OR 7941 P 903

**SECTION 22, TOWNSHIP 1 S, RANGE 30 W** 

TAX ACCOUNT NUMBER 030369060 (0924-62)

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

#### ANTHONY BOGGAN

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

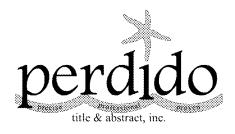
Dated this 26th day of April 2024.

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

COUNT FOR

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk



#### PROPERTY INFORMATION REPORT

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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORI	D, ESCAMBIA COUNTY TAX	X COLLECTOR		
TAX ACCOUNT #:	03-0369-060	CERTIFICATE #: _	2022-0	965
REPORT IS LIMIT	NOT TITLE INSURANCE. THE ED TO THE PERSON(S) EXP EPORT AS THE RECIPIENT(S	RESSLY IDENTIFIED I	BY NAME IN TH	E PROPERTY
listing of the owner( tax information and encumbrances record title to said land as li	prepared in accordance with the solution of the land described a listing and copies of all open ded in the Official Record Book isted on page 2 herein. It is the d. If a copy of any document listly.	ed herein together with cu or unsatisfied leases, mon as of Escambia County, F responsibility of the part	arrent and delinque rtgages, judgments Florida that appear y named above to	ent ad valorem s and to encumber the verify receipt of
and mineral or any s	ect to: Current year taxes; taxes subsurface rights of any kind or rlaps, boundary line disputes, aron of the premises.	nature; easements, restric	ctions and covenar	nts of record;
	t insure or guarantee the validity surance policy, an opinion of tit			
Use of the term "Rep	port" herein refers to the Proper	ty Information Report an	d the documents a	attached hereto.
Period Searched:	May 10, 2004 to and include	ding May 10, 2024	Abstractor:	Pam Alvarez
BY				

Michael A. Campbell, As President

Malphel

Dated: May 26, 2024

#### PROPERTY INFORMATION REPORT

**CONTINUATION PAGE** 

May 26, 2024

Tax Account #: 03-0369-060

1. The Grantee(s) of the last deed(s) of record is/are: ANTHONY BOGGAN

By Virtue of Quit Claim Deed recorded 7/31/2018 in OR 7941/903

- 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 Statewide Mortgage and Investment Corporation recorded 8/19/1999 OR 4455/1543 as further assigned to William W Brandon and Patricia R Brandon by Assignment recorded 8/19/1999 OR 4455/1552 together with Collateral Assignment in favor of Hancock Bank as assignee of Federal Deposit Insurance Corporation as receiver of Peoples First Community Bank recorded 2/19/2002 OR 4854/1322
  - b. Certificate of Delinquency recorded 3/15/2007 OR 6106/1764
  - c. Certificate of Delinquency recorded 11/24/2004 OR 5529/1892
  - d. Certificate of Delinquency recorded 1/7/2010 OR 6547/1712
  - e. Judgment in favor of W.S. Badcock Corporation recorded 3/31/2020 OR 8273/232
  - f. Judgment in favor of Asset Acceptance LLC recorded 6/12/2006 OR 5926/486
- 4. Taxes:

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

Tax Account #: 03-0369-060 Assessed Value: \$10,552.00

**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:	SEPT 4, 2024			
TAX ACCOUNT #:	03-0369-060			
CERTIFICATE #:	2022-0965			
In compliance with Section 197.522, Florida Statutes, the persons, firms, and/or agencies having legal interest in creferenced tax sale certificate is being submitted as proposed to the persons of the	or claim against the above-described property. The above-			
YES NO  ☐ ☐ Notify City of Pensacola, P.O. Box 12910 ☐ Notify Escambia County, 190 Government Homestead for 2023 tax year.				
ANTHONY BOGGAN	ANTHONY BOGGAN			
7527 KERSHAW ST	7583 KERSHAW ST			
PENSACOLA, FL 32534	PENSACOLA, FL 32534			
ANTHONY J BOGGAN	WILLIAM W BRANDON AND			
801 ROMAR DRIVE	PATRICIA R BRANDON			
PENSACOLA, FL 32534	ADDRESS UNKNOWN			
HANCOCK BANK AS ASSIGNEE OF THE	CLERK OF CIRCUIT COURT			
FEDERAL DEPOSIT INSURANCE	DIVISION ENFORCEMENT			
CORPORATION AS RECEIVER OF PEOPLES	1800 WEST ST MARY'S ST			
FIRST COMMUNITY BANK	PENSACOLA, FL 32501			
2510 14TH STREET				
GULFPORT, MS 39501	DOR CHILD SUPPORT			
	DOMESTIC RELATIONS			
W S BADCOCK CORPORATION	3670B NORTH "L" STREET			
PO BOX 724	PENSACOLA, FL 32505			
MULBERRY, FL 33860				
ASSET ACCEPTANCE LLC PO BOX 2036 WARREN, MI 48090				

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

PERDIDO TITLE & ABSTRACT, INC.

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

Certified and delivered to Escambia County Tax Collector, this 26<sup>th</sup> day of May, 2024.

#### PROPERTY INFORMATION REPORT

May 26, 2024 Tax Account #:03-0369-060

# LEGAL DESCRIPTION EXHIBIT "A"

BEG AT SW COR OF E 6 ACRES OF LT 2 PORT OF SEC 22 T 1S R 30 S 87 DEG 51 MIN 40 SEC E ALG N LI OF GOVT LT 2 188 75/100 FT N 2 DEG 8 MIN 20 SEC E 250 29/ 100 FT FOR POB CONT N 2 DEG 8 MIN 20 SEC E 60 FT N 87 DEG 51 MIN 40 SEC W 60 FT S 87 DEG 51 MIN 40 SEC E 188 75/100 FT TO POB OR 7941 P 903

**SECTION 22, TOWNSHIP 1 S, RANGE 30 W** 

TAX ACCOUNT NUMBER 03-0369-060(0924-62)

ABSTRACTOR'S NOTE: WE CAN NOT CERTIFY LEGAL AS WRITTEN ON TAX ROLL WITHOUT A CURRENT SURVEY. THE LEGAL ON THE DEED OF RECORD DOES NOT APPEAR TO MATCH THE LEGAL ON THE TAX ROLL AT ALL AND WE FIND NO CORRECTIVE DEED OF RECORD, PROPERTY APPEARS TO HAVE NO ACCESS.

----

Recorded in Public Records 7/31/2018 10:41 AM OR Book 7941 Page 903, Instrument #2018060000, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$0.70

Return to: (ensine self-addressed stamped envelope)

DAMOU FURN B

Address:	
This Instrument Propased by:	
Name: Christopher 5 Boggan	
Address: 7583 Kelshaw ST Pendacola Fr 32534	
Property Appraisers Parcel Identification	
Polio Number(s):	
Orantee[s] S.S. # (s)	
SPACE ABOVE THIS LINE FOR PROCESSING DATA	SPACE ABOVE THIS LINE FOR RECORDING DATA
This Quit Claim Beed, Executed the	day of July Date, by
first party, to Anthony Brygh	
whose post office address is 7583 kell 5h second party.	AW ST PERSACOLA FLA 32534.
(Wherever used herein the terms "first party" and "second party" include all the part suppossors and sesions of corporations, wherever the context so admits or requires.)	ties to this instrument and the heirs, lagal representatives, and assigns of individuals, and the
Witnesseth, That the first party, for and in const	ideration of the sum of \$,
	ereoj is hereby acknowledged, does hereby remise, release,
and quit claim unto the second party forever, all the party has in and to the following described lot, piece or	right, title, interest, claim and demand which the said first parcel of land, situate, lying and being in the County of
Es CAMbin ,State of	parcel of land, situate, lying and being in the County of
_	
To Have and to Hold The same together	with all and singular the appurtenances thereunto belonging
or in anywise appertaining, and all the estate, right, first party, either in law or equity to the only proper use	title, interest, lien, equity and claim whatsoever of the said
	has signed and sealed these presents the day and year first
above written.	
Signed, sealed and delivered in the presence of:	
Witness Signature (as to first Arantor)	Oranjor Signature 21.5.
Whitney Coppage	Christopace 5 Bogga-
Not they & Madroner	rondy Name
Witness Signature (as to first Grantor) Heather S. Manoney	Pusi Offico Address
Printed Name	
Witness Signature (se to Co-Grantor, if any)	Co-Orantor Signature, (if any)
Printed Name	Printed Name
Witness Signature (as to Co-Orantor, if any)	Post Office Address
Printed Name	
STATE OF FLOODA )	I hereby Certify that on this day, before me, an officer duly authorized
county of <u>Escambia</u> ) Christophec J Booggi	to administer oaths and take acknowledgments, personally appeared
known to me to be the person described in and who executed	the foregoing instrument, who acknowledged before me that
executed the same, and an oath was not taken. (Check one:) Cl Sa	aid person(s) is/are personally known to me. Said person(s) provided the
following type of identification: FL DL	
COUNTY OF ESCAMBIA  COUNTY	Witness my hand and official seal in the County and State last aforesaid
WHITNEY COPPAGE	this St. day of St. 14 Dets
MY COMMISSION # GG 072092  MY COMMISSION # GG 072092  EXPIRES: February 12, 2021	Notary Signature Withhout Coopage
95 EXPIRES: February 12, 2007 Bonded Thru Notary Public Underwriters	Printed Name

BK: 7941 PG: 904 Last Page

Page 1 of 1

Recorded in Public Records 03/21/2013 at 01:40 PM OR Book 6990 Page 1922, Instrument #2013019624, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00 Deed Stamps \$0.70

#### **QUIT CLAIM DEED**

STATE OF FLORIDA COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS, That RALPH BOGGAN, for and in consideration of the sum of TEN DOLLARS(\$10.00), and other valuable considerations, receipt whereof is hereby acknowledged, to remise, release, and quit claim unto CHRISTOPHER JEROME BOGGAN, his heirs, executors, administrators and assigns forever, the following described property, situated in Escambia County, State of Florida to wit:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 6 ACRES OF LOT 2, A PORTION OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO S 87°51'40" E ALONG THE NORTH LINE OF GOVERNMENT LOT 2 FOR A DISTANCE OF 188.75 FEET; THENCE GO N 02°08'20" E FOR A DISTANCE OF 250.29 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 02°08'20" E FOR A DISTANCE OF 60.00 FEET; THENCE GO N 87°51'40" W FOR A DISTANCE OF 188.75 FEET; THENCE GO S 02°08'20" W FOR A DISTANCE OF 60.00 FEET; THENCE GO S 87°51'40" E FOR A DISTANCE OF 188.75 FEET TO THE POINT OF BEGINNING. ALL LYING AND BEING IN SECTION 22, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINING 0.24 ACRES, MORE OR LESS.

Parcel ID#

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

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 21 day of March

Signed, sealed and delivered

presence

STATE OF **ESCAMBIA** COUNTY OF

The foregoing instrument was acknowledged before me this  $215^{4}$ day of March 2013, by Ralph Boggan, who produced

identification of FLTD Cord

and dad not take an oath.

tary

Prepared By: Christopher Jerome Boggan 7583 Kershaw Street

Pensacola, FL 32534

Return To: Same Name and Address as Above

EMILY HOGG MY COMMISSION # EESS736 EXPIRES January 22, 2017

http://dory.escambiaclerk.com/LandmarkWeb1.4.6.134//Document/GetDocumentForPrint... 7/31/2018



PREPARED BY AND RETURN TO:

Wilson, Harrell, Smith, Boles & Farrington 307 S. Palafox Street Pensacola, Florida 32501 543(-2755) OR BK 4455 PG1543 Escambia County, Florida INSTRUMENT 99-647855 NTG DDC STAMPS PD @ ESC CD \$ 73.50

08/19/99 ERNIE LEE WIGHING CLERK

By: Slee Work

INTANGIBLE TAX PD @ ESC CD \$ 42.00 08/19/99 ERNTE LEE MAGAHA DLERK By:

#### -----SPACE ABOVE THIS LINE FOR RECORDING DATA-----

#### **MORTGAGE**

THIS IS AN INTEREST ONLY MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR PRINCIPAL BALANCE DUE UPON MATURITY IS \$ 21,000.00 TOGETHER WITH ACCRUED INTEREST IF ANY, AND ALL ADVANCES MADE UNDER THE TERMS OF THIS MORTGAGE.

THIS MORTGAGE ("Security Instrument") is given on 7/20/99. The mortgagor is RALPH BOGGAN, A WIDOWED MAN ("Borrower"). This Security Instrument is given to STATEWIDE MORTGAGE AND INVESTMENT CORPORATION, which is organized and existing under the laws of the State of FLORIDA, and whose address is 672 BRENT LANE PENSACOLA, FL 32503 ("Lender"). Borrower owes Lender the principal sum of TWENTY ONE THOUSAND Dollars (U. S. \$21,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 7/26/2002. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in ESCAMBIA County, Florida.

#### SEE ATTACHED EXHIBIT "A"

which has the address of 1262 WEST HOPE DRIVE, PENSACOLA, FLORIDA 32534 ("Property Address")

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be

"Property."

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

covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the

subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform convenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

مهب

FLORIDA - Single Family - FNMA/FHLMC UNIFORM INSTRUMENT Form 3010 Page 1 of 7

OR BK 4455 PG1544 Escambia County, Florida INSTRUMENT 99-647855

#### 1. Payment of Principal and Interest; Prepayment and Late Charges.

Borrower shall promptly pay when due the principal and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give Borrower, without charge, an anneal accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Security Instrument.

If the funds held by Lender exceed the amount permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the escrow items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 21 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributed to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower:

(a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over

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OR BK 4455 PG1545 Escambia County, Florida INSTRUMENT 99-647855

this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods Lender requires. The insurance carrier, providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Scurity Instrument and shall continue to occupy to Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding th at may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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DR BK 4455 PG1546 Escambia County, Florida INSTRUMENT 99-647855

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

- 8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect. If, for any reason, the mortgage insurance coverage rquired by Lneder lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes availabel and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.
- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause fo the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are herby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shasll be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to the borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification or amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrumentshall bind and benefit the successros and assigns of Lender and Borrower,

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OR BK 4455 PG1547 Escambia County, Florida INSTRUMENT 99-647855

subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that borrower's interest in the Property under the terms of this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

- 13. Loan Charges. If the loan secured by this Security Instrument is subject to a law shich sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under this Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflict with applicable law, such conflict shall not affect other provision of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a Beneficial interest in Borrower is sold or transferred and Borroer is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which borroer must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other covenants or agreements: (c) pays all expenses incurred in enforcing this Security Instrument, including but not limited to, reasonable attorney's fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchangee. Upon reinstatement by borroer, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

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OR BK 4455 PG1548 Escambia County, Florida INSTRUMENT 99-647855

- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with Paragraph 14 above and applicable law. The notic will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on orin the Property. Borrower shall not do, nor allow anyone else anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the property is necessary, Borrower shall promptly take all necessary remediations in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to healty, safety or environmental protection.

#### NON UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date by judicial proceeding and sale of the Property. The notice shall further inform borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of borroewr to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclsure this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorney's fees and costs of title evidence.
- 22. Lender in Possession. Upon accleration under paragraph 19 or abandonment of the Property, Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.
- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall cancel this Security Instrument without charge to the Borrower. Borrower shall pay any recordation costs.

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OR BK 4455 PG1549 Escambia County, Florida INSTRUMENT 99-647855

24. Attorney's Fees. As used in this Security Instrument and the Note, "attorney's fees" shall include any attorneys' fees awarded by an appellate court.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

Condominium Rider	Adjustable Rate Rider	Growing Equity Rider
✓ Balloon Rider	Graduated Payment Rider	1-4 Family Rider
Biweekly Payment Rider	V.A. Rider	Rate Improvement Rider
Planned Unit Development Ri	der	<del></del> •

THIS IS AN INTEREST ONLY MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$21,000.00 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE UNDER THE TERMS OF THIS MORTGAGE.

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20TH of JULY 1999 by RALPH BOGGAN and , A WIDOWED MAN, who is personally known to me or who has produced <u>OFWING MORNERS</u> as identification.

Notary Public

WILLIAM E. FARRINGTON, IL "Notary Public-State of FL" Comm. Exp. November 1, 2002 Comm. No. CC 778458

Commission expires:

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OR BK 4455 PG1550 Escambia County, Florida INSTRUMENT 99-647855

#### BALLOON PAYMENT RIDER TO NOTE AND SECURITY INSTRUMENT

THIS BALLOON PAYMENT RIDER ("Rider") is made this **20TH** day of **JULY 1999**, and amends a Note in the amount of **\$ 21,000.00** (the "Note") made by the person(s) who sign below ("Borrower") to <u>Statewide Mortgage and Investment Corporation</u> ("Lender") and the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") dated the same date and given by Borrower to secure repayment of the Note.

In addition to the agreements and provisions made in the Note and Security Instrument, both Borrower and Lender further agree as follows:

IF NOT PAID EARLIER, THIS LOAN IS PAYABLE IN FULL ON 7/26/2002, (THE "MATURITY DATE"). BORROWER MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND INTEREST THEN DUE. THIS IS CALLED A "BALLOON PAYMENT". THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME.

At least ninety (90) but not more than one hundred twenty (120) days prior to the Maturity Date, Lender must send Borrower a notice which states the Maturity Date and the amount of the "balloon payment" which will be due on the Maturity Date (assuming all scheduled payments due between the date of the notice and the Maturity Date are made on time).

Witness-Office me M. Fow the	Ralph Boggan 7-20-9
HDCDUNONT Wilhels - LISA DUIZHOUT	Borrower
Witness	Borrower
Witness	Borrower

OR BK 4455 PG1551 Escambia County, Florida INSTRUMENT 99-647855

#### EXHIBIT "A"

Parcel A: BEGIN AT THE SOUTHWEST CORNER OF THE EAST 6 ACRES OF LOT 2, A PORTION OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE RUN S 87°51'40" E ALONG THE NORTH LINE OF GOVERNMENT LOT 2 A DISTANCE OF 97.38 FEET; THENCE N 02°08'20" E A DISTANCE OF 115.00 FEET; THENCE S 87°51'40" E A DISTANCE OF 91.38 FEET; THENCE N 02°08'20" W A DISTANCE OF 255.29 FEET; THENCE N 87°51'40" W A DISTANCE OF 188.75 FEET; THENCE S 02°08'20" W A DISTANCE OF 370.29 FEET, TO THE POINT OF BEGINNING. BEING IN AREA 1.36 ACRES, MORE OR LESS.

Parcel B: A PORTION OF LOT 2, A SUBDIVISION OF S ½ OF LOT 4, ACCORDING TO PLAT RECORDED IN DEED BOOK 18, AT PAGE 557, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING IN SECTION 22, TOWNSHIP 1 SOUTH, RANGE 30 WEST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 6 ACRES OF LOT 2, A PORTION OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE RUN S 87°51'40" E ALONG THE NORTH LINE OF GOVERNMENT LOT 2 A DISTANCE OF 97.38 FEET FOR THE POINT OF BEGINNING; THENCE N 02°08'20" E A DISTANCE OF 115.00 FEET; THENCE S 87°51'40" E A DISTANCE OF 91.38 FEET; THENCE S 02°08'20" W A DISTANCE OF 115.00 FEET; THENCE N 87°51'40" W A DISTANCE OF 91.38 FEET TO THE POINT OF BEGINNING. BEING IN AREA 0.24 ACRES, MORE OR LESS.

Parcel C: That portion of the following described property:

Begin at the SE corner of Section 23, N 0 deg 32 min 19 sec, E 1101.1 ft to point of W li of Sec 22, S 89 deg 56 min 41 sec, E 33 ft for POB, cont same course 402.68 ft S 0 deg 25 min 19 sec, W 815.61 ft, S 89 deg 27 min 41 sec, E 390.18 ft to point on N line of Sec 26, S 56 deg 49 min 19 sec, W alg N line of Sec 26 116.53 ft, S 85 deg 59 min 1 sec, W 59.12 ft N 79 deg 46 min 19 sec, W 385.26 ft N 54 deg 39 min 6 sec, W 103.98 ft, S 13 deg 13 min 41 sec, W 100 ft to point on curve on N r/w li of interstate h/w, Nwly alg r/w curve 156.99 ft, N 0 deg 32 min 19 sec, E 819.69 ft to POB, DB 557 p 471 less OR 693 p 960-Wentworth; less OR 99 p 501 State Rd r/w; less re S/D of Mt. Olive S/D PB 6 p 45, S/D of S 1/2 of Lot 4, Plat DB 18 p 557, Section 22, Township 1 South, Range 30 West

Lying south of and adjacent to the following described property owned by Grantee:

Parcal A: BEGIN AT THE SOUTHWEST CORNER OF THE EAST 6 ACRES OF LOT 2, A PORTION OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE RUN S 87°51′40" E ALONG THE NORTH LINE OF GOVERNMENT LOT 2 A DISTANCE OF 97.38 FEET; THENCE N 02°08′20" E A DISTANCE OF 115.00 FEET; THENCE S 87°51′40" E A DISTANCE OF 91.38 FEET; THENCE N 02°08′20" W A DISTANCE OF 255.29 FEET; THENCE N 87°51′40" W A DISTANCE OF 188.75 FEET; THENCE S 02°08′20" W A DISTANCE OF 370.29 FEET, TO THE POINT OF BEGINNING. BEING IN AREA 1.36 ACRES, MORE OR LESS.

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RCD Aug 19, 1999 12:42 pm Escambia County, Florida

Ernie Lee Magaha Clerk of the Circuit Court INSTRUMENT 99-647855 Return to: 5431.37559
Wilson, Harrell & Smith, P.A.
307 South Palafox Street
Pensacola, Florida 32501

OR BK 4455 PG1552 Escambia County, Florida INSTRUMENT 99-647856

#### **REAL ESTATE LIEN ASSIGNMENT**

STATE OF FLORIDA COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS THAT STATEWIDE MORTGAGE AND INVESTMENT CORPORATION (the Transferor, whether one or more) for and in consideration of the sum of U. S. TWENTY ONE THOUSAND dollars (\$21,000.00) paid to the Transferor by WILLIAM W. BRANDON AND PATRICIA R. BRANDON(the "Transferee"), the receipt of which is hereby acknowledged, does hereby TRANSFER, SET OVER AND ASSIGN unto the Transferee, that certain Promissory Note and Mortgage (the "LIEN") for U. S. TWENTY ONE THOUSANDdollars(\$21,000.00) dated 7/20/99 made by RALPH BOGGAN, A WIDOWED MAN being payable to STATEWIDE MORTGAGE AND INVESTMENT CORPORATION or order, and said Mortgage filed of record \_\_\_\_\_\_ in official records book 455 page 1543 public records of ESCAMBIACounty, FLORIDA.

SEE ATTACHED EXHIBIT "A"

AND, the Transferor does hereby REMISE, RELEASE AND QUITCLAIM unto the Transferee all of the rights, title and interest of the Transferor in and to the premises and property designated in the Lien, it being the intention of the undersigned to transfer to the Transferee the said debt and the note which evidences the same and said security therefore. And, the Transferor represents and warrants to the Transferee that (I) the Lien has not been amended, (II) that there have been no defaults under the Lien, (III) that the Transferor has made no prior assignments of the Lien,(IV) that the Transferee has good and lawful right to assign the same, (V) that there are no liens superior to the Lien except: (X) NONE or () which the transferor warrants the unpaid balance on such debt to be no more than \$0.00 (VI) that all disclosures and notices required by the Federal Consumer Credit Protection Act and by the regulations of the Board of Governors promulgated pursuant thereto have been fully and faithfully complied with.

The Transferor hereby warrants the unpaid balance of said Note to be not less than \$21,000,00.

IN WITNESS WHEREOF, the Transferor has executed this assignment, and set the Transferor's hand a

STATEWIDE MORTGAGE

ROBERT W. KIMBALL, PRESIDENT

STATE OF FLORIDA COUNTY OF ESCAMBIA

I, the undersigned, a Notary Public in and for the said County and State, hereby certify that ROBERT W. KIMBALL, whose name as PRESIDENT of STATEWIDE MORTGAGE AND INVESTMENT CORP, A FLORIDA CORPORATION, is signed to the forgoing instrument and who is known to me, acknowledged before me on this day, that being informed of the contents of the conveyance, he in his capacity as such officer executed the same voluntarily on the day the same bears date, with full authority for and as the act of said corporation. Given under my hand and official seal this 20TH day of JULY 1999.

Notary Public

PREPARED BY AND RETURN TO: MICKI FOWLER STATEWIDE MORTGAGE 672 BRENT LANE PENSACOLA FLORIDA 32503

(Seal)

CATHERINE M. FOWLER Notary Public. State of Florida My Comm. Exp. Jan. 7, 2000 Comm. No. CC 520596

OR BK 4455 PG1553 Escambia County, Florida INSTRUMENT 99-647856

#### **EXHIBIT "A"**

Parcel A: BEGIN AT THE SOUTHWEST CORNER OF THE EAST 6 ACRES OF LOT 2, A PORTION OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE RUN S 87°51'40" E ALONG THE NORTH LINE OF GOVERNMENT LOT 2 A DISTANCE OF 97.38 FEET; THENCE N 02°08'20" E A DISTANCE OF 115.00 FEET; THENCE S 87°51'40" E A DISTANCE OF 91.38 FEET; THENCE N 02°08'20" W A DISTANCE OF 255.29 FEET; THENCE N 87°51'40" W A DISTANCE OF 188.75 FEET; THENCE S 02°08'20" W A DISTANCE OF 370.29 FEET, TO THE POINT OF BEGINNING. BEING IN AREA 1.36 ACRES, MORE OR LESS.

Parcel B: A PORTION OF LOT 2, A SUBDIVISION OF S ½ OF LOT 4, ACCORDING TO PLAT RECORDED IN DEED BOOK 18, AT PAGE 557, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING IN SECTION 22, TOWNSHIP 1 SOUTH, RANGE 30 WEST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 6 ACRES OF LOT 2, A PORTION OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE RUN S 87°51'40" E ALONG THE NORTH LINE OF GOVERNMENT LOT 2 A DISTANCE OF 97.38 FEET FOR THE POINT OF BEGINNING; THENCE N 02°08'20" E A DISTANCE OF 115.00 FEET; THENCE S 87°51'40" E A DISTANCE OF 91.38 FEET; THENCE S 02°08'20" W A DISTANCE OF 115.00 FEET; THENCE N 87°51'40" W A DISTANCE OF 91.38 FEET TO THE POINT OF BEGINNING. BEING IN AREA 0.24 ACRES, MORE OR LESS.

Parcel C: That portion of the following described property:

Begin at the SE corner of Section 23, N 0 deg 32 min 19 sec, E 1101.1 ft to point of W li of Sec 22, S 89 deg 56 min 41 sec, E 33 ft for POB, cont same course 402.68 ft S 0 deg 25 min 19 sec, W 815.61 ft, S 89 deg 27 min 41 sec, E 390.18 ft to point on N line of Sec 26, S 56 deg 49 min 19 sec, W alg N line of Sec 26 116.53 ft, S 85 deg 59 min 1 sec, W 59.12 ft N 79 deg 46 min 19 sec, W 385.26 ft N 54 deg 39 min 6 sec, W 103.98 ft, S 13 deg 13 min 41 sec, W 100 ft to point on curve on N r/w li of interstate h/w, Nwly alg r/w curve 156.99 ft, N 0 deg 32 min 19 sec, E 819.69 ft to POB, DB 557 p 471 less OR 693 p 960-Wentworth; less OR 99 p 501 State Rd r/w; less re S/D of Mt. Olive S/D PB 6 p 45, S/D of S 1/2 of Lot 4, Plat DB 18 p 557, Section 22, Township 1 South, Range 30 West

Lying south of and adjacent to the following described property owned by Grantee:

Parcel A: BEGIN AT THE SOUTHWEST CORNER OF THE EAST 6 ACRES OF LOT 2, A PORTION OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE RUN S 87°51'40" E ALONG THE NORTH LINE OF GOVERNMENT LOT 2 A DISTANCE OF 97.38 FEET; THENCE N 02°08'20" E A DISTANCE OF 115.00 FEET; THENCE S 87°51'40" E A DISTANCE OF 91.38 FEET; THENCE N 02°08'20" W A DISTANCE OF 255.29 FEET; THENCE N 87°51'40" W A DISTANCE OF 188.75 FEET; THENCE S 02°08'20" W A DISTANCE OF 370.29 FEET, TO THE POINT OF BEGINNING. BEING IN AREA 1.36 ACRES, MORE OR LESS.

Parcel B: A PORTION OF LOT 2, A SUBDIVISION OF S ½ OF LOT 4, ACCORDING TO PLAT RECORDED IN DEED BOOK 18, AT PAGE 557, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, BEING IN SECTION 22, TOWNSHIP 1 SOUTH, RANGE 30 WEST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 6 ACRES OF LOT 2, A PORTION OF SECTION 22, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE RUN S 87°51'40" E ALONG THE NORTH LINE OF GOVERNMENT LOT 2 A DISTANCE OF 97.38 FEET FOR THE POINT OF BEGINNING; THENCE N 02°08'20" E A DISTANCE OF 115.00 FEET; THENCE S 87°51'40" E A DISTANCE OF 91.38 FEET; THENCE S 02°08'20" W A DISTANCE OF 115.00 FEET; THENCE N 87°51'40" W A DISTANCE OF 91.38 FEET TO THE POINT OF BEGINNING. BEING IN AREA 0.24 ACRES, MORE OR LESS.

RCD Aug 19, 1999 12:42 pm Escambia County, Florida

Ernie Lee Magaha Clerk of the Circuit Court INSTRUMENT 99-647856

OR BK 4854 PG1 322 Escambia County, Florida INSTRUMENT 2002-933743

#### COLLATERAL ASSIGNMENT OF NOTE AND MORTGAGE

FOR VALUE RECEIVED, the undersigned, WILLIAM W. BRANDON and wife, PATRICIA R. BRANDON, hereby assigns, transfers and sets over unto PEOPLES FIRST COMMUNITY BANK, its successors and assigns, that certain Note and Mortgage made by RALPH BOGGIN to STATEWIDE MORTGAGE AND INVESTMENT CORPORATION, its successors and assigns, dated June 20, 1999, in the original principal amount of \$21,000.00 as recorded in Official Records Book 4455, Page 1543, of the Public Records of Escambia County, Florida.

This is a collateral assignment of the above-described Note and Mortgage being given to PEOPLES FIRST COMMUNITY BANK to secure that certain Promissory Note and Assumption and Modification Agreement made by BRANDEVELOPERS FLORIDA, LLC, to PEOPLES FIRST COMMUNITY BANK, dated December 10, 2001 in the sum of \$1,257,246.37, with interest as stated therein, and any and all extensions and renewals thereof, and also to secure the payment of any and all debts, liabilities and obligations of the Assignor to the Assignee, its successors and assigns, including without limitation any and all notes, liabilities or obligations, or any of them, now in existence or accruing or arising hereafter, it being the intent and purpose of the Assignor to secure by this assignment all notes, claims, demands, liabilities and obligations which the Assignee, its successors or assigns, may have, hold, or acquire at any time during the life of this assignment against the Assignor.

Assignor represents and warrants that no prepayment has been made under the Note and Mortgage herein assigned, the payments herein are not in default and that WILLIAM W. BRANDON and wife, PATRICIA R. BRANDON are the owner's thereof with good right and authority to make this assignment. The condition of which the collateral assignment is made is that if Assignor shall well and truly pay the obligation above-described to Assignee, these presents shall be null and void and the Assignee shall reassign the Note and Mortgage to Assignor, otherwise, this assignment shall become absolute and remain in full force and effect.

The Assignee shall not be responsible for laches or failure to collect any moneys due or to become due under the Note and Mortgage, nor failure to enforce any rights under this assignment, but shall be accountable only for sums actually collected.

IN WITNESS WHEREOF, the Assignor has hereunto set his hand and seal this day of January, 2002.

William W. Brandon

4 1 - 1 - 1 - 1

Patricia R Brandon

STATE OF FLORIDA COUNTY OF <u>Okalossa</u> OR BK 4854 PG1 323
Escambia County, Florida
Escambia County, Florida
INSTRUMENT 2002-933743

RCD Feb 19, 2002 03:15 pm
Escambia County, Florida
ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-933743

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared WILLIAM W. BRANDON and wife, PATRICIA R. BRANDON, who are personally known to me to be the persons described in and who executed the foregoing instrument or who produced <u>posterior</u> as identification, and who after having taken an oath, acknowledged before me the execution of same.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of January, 2002.

DOROTHY ROSE BALDWIN
Notary Public, State of Florida
My comm. expires Aug. 19, 2005
No. DD043890

Notary Public

Typed Name Dorothy Rose Barowni My Commission Expires: August 19, 2005

Commission No. DO 043890

Recorded in Public Records 3/31/2020 11:05 AM OR Book 8273 Page 232, Instrument #2020027570, Pam Childers Clerk of the Circuit Court Escambia County, FL

Filing # 105613141 E-Filed 03/30/2020 02:04:34 PM

In the County Court of Escambia County, Florida

W. S. Badcock Corporation, a Florida Corporation, Post Office Box 724 Mulberry, Florida 33860 Plaintiff,

vs. Case No.: <u>2019 SC 001477</u>

Chris Boggan 7583 Kersaw Street Pensacola, FL 32534 milliondollardream10@icloud.com

Defendant.

#### FINAL JUDGMENT

At a Small Claims Pretrial Conference on May 8, 2019, the parties appeared and entered into a Mediated Agreement for payments. The plaintiff notified the court that the defendant failed to pay as agreed. Therefore the plaintiff is entitled to a Final Judgment and it is

ORDERED AND ADJUDGED that the plaintiff shall recover from the defendant, \$2,222.51, plus court costs of \$236.48, for which sum let execution issue. The Judgment shall bear interest pursuant to section 55.03, Florida Statute.

DONE AND ORDERED in Chambers Pensacola, Escambia County, Florida.

esigned by: SOINTY COURT JUD on 03/30/2020 10:09:50 Yevxyx//

Copies furnished to:

**Plaintiff** 

Chris Boggan Defendant Recorded in Public Records 06/12/2006 at 01:02 PM OR Book 5926 Page 486, Instrument #2006059123, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY STATE OF FLORIDA, CIVIL DIVISION

ASSET ACCEPTANCE LLC

Plaintiff,

CLERK & PERSONAL COURT ESCA RELA CUENT AFL 200 JUN -8 A IC 30

ERNIF LEE MAGAHA

Case No: 06SC565 FILED & RECORDED

vs.

RALPH BOGGAN

Defendant(s).

#### FINAL JUDGMENT AFTER STIPULATED AGREEMENT

THIS CAUSE having come before the court, and the court having considered the court file and the affidavit of non-payment/non-compliance

IT IS ORDERED AND ADJUDGED that final judgment is hereby entered in favor of the Plaintiff, ASSET ACCEPTANCE LLC, P.O. Box 2036, Warren, MI, 48090, and against Defendant, RALPH BOGGAN, 1262 W HOPE DR PENSACOLA, FL 32534, in the sum of \$1600.00 on principal \$0.00 as prejudgment interest, \$0.00 for attorneys fees with costs of \$180.00 less \$0.00 in payments, for a total sum of 1780.00 which sum shall bear interest at the rate of 9% per year all of which let execution issue.

ORDERED AND ADJUDGED that defendant shall complete Florida Small Claims Rules Form 7.343 (Fact Information Sheet) and return it to the plaintiff's attorney within forty five (45) days from the date of this Final Judgment, unless the Final Judgment is satisfied or a motion for a new trial or notice of appeal is filed.

Jurisdiction in this case is retained to enter further orders that are proper to compel the defendant to complete form 7.343 and return it to the plaintiff's attorney.

DONE AND ORDERED in chambers at ESCAMBAA County, Florida on this MMO, 2004. day of

ASSET ACCEPTANCE LLC, c/o Rodolfo J. Miro, P.O. Box 9065, Brandon, FL 33509, Bar - 0103799

RALPH BOGGAN, 1262 W HOPE DR PENSACOLA, FL 32534

https://dory.escambiaclerk.com/LandmarkWeb1.4.6.134/search/index?theme=.blue&section=searchCriteriaName&quickSearchSelection=#

21670511

Case: 2006 SC 000565 

00052755353 Dkt: CC1033 Pg#:

#### **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: 030369060 Certificate Number: 000965 of 2022

Payor: CHRISTOPHER BOGGAN 7583 KERSHAW ST PENSACOLA, FL 32534 Date 7/12/2024

Clerk's Check # 1
Tax Collector Check # 1

Clerk's Total

\$490.20

Tax Collector's Total

\$1,446.34

Postage

\$73.80

Researcher Copies

\$0.00

Recording

\$10.00

Prep Fee

\$7.06

Total Received

\$2,27.34

PAM CHILDERS
Clerk of the Circuit Cou

Received By: Deputy Clerk

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