

#### **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

0924-29

Part 1: Tax Deed	Application Infor	mation				r mexiculations Firefore	
Applicant Name Applicant Address	Applicant Address 201 W LAKE ST #165 CHICAGO, IL 60606				Application date		Apr 03, 2024
Property description	KROUSE EMILY 501 E BURGESS R PENSACOLA, FL	D F6			Certificate #		2022 / 1258
501 E BURGESS RD F6 03-2188-775 UNIT F-6 RIVERWALK CONDO PHASE 5 ALSO 1/72 INT IN COMMON ELEMENTS OR 8567 P 1908				Date c	ertificate issued	06/01/2022	
Part 2: Certificat	es Owned by App	licant an	d Filed wi	ith Tax Deed	Applic	ation	
Column 1 Certificate Numbe	Column er Date of Certific			olumn 3 unt of Certificate		Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2022/1258	06/01/20	)22		904.79		45.24	950.03
			· I · · · · · · · · · · · · · · · · · ·			→Part 2: Total*	950.03
Part 3: Other Ce	rtificates Redeeme	d by Ap	plicant (C	ther than Co	unty)		
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Coli Face A	umn 3 mount of Certificate	Column 4 Tax Collector's I		Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2023/1231	06/01/2023		1,244.74		6.25 77.02		1,328.0
						Part 3: Total*	1,328.0
Part 4: Tax Colle	ector Certified Am	ounts (L	ines 1-7)	y a standard	ja janie		
Cost of all cert	ificates in applicant's	possessio	n and other			by applicant Parts 2 + 3 above)	2,278.04
2. Delinquent tax	es paid by the applica	ant		, ,			0.00
3. Current taxes	paid by the applicant						0.00
4. Property inform	nation report fee						200.00
5. Tax deed appl	ication fee						175.00
6. Interest accrue	ed by tax collector und	der s.197.5	542, F.S. (s	ee Tax Collecto	r Instru	ctions, page 2)	0.00
7.					Tota	I Paid (Lines 1-6)	2,653.04
-	nformation is true and d that the property inf				y inform	ation report fee, ar	nd tax collector's fees
Sign here: X/M Mg Sign	M. M. Cox atilire, Tax Collector or Desi	w. gnee	y_		Da	Escambia, Florid te <u>April 15th, 2</u>	
			Court by 10 d	ays after the date si	gned. Se	e Instructions on Pag	102 + \$6.0

Par	art 5: Clerk of Court Certified Amounts (Lines 8-14)	
8.	8. Processing tax deed fee	
9.	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.	2. Sheriff's fees	
13.	3. Interest (see Clerk of Court Instructions, page 2)	
14.	4. Total Paid (Lines 8-13)	
15.	5. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16.	6. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign	gn here: 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.

### **APPLICATION FOR TAX DEED**

Section 197.502, Florida Statutes

Application Number: 2400047

To: Tax Collector of ES	CAMBIA COUNTY	_, Florida	
I, FNA DZ, LLC FNA DZ, LLC FBO WSFS 201 W LAKE ST #165 CHICAGO, IL 60606,			
•	and hereby surrender the	same to the Tax	Collector and make tax deed application thereon
Account Number	Certificate No.	Date	Legal Description
03-2188-775	2022/1258	06-01-2022	UNIT F-6 RIVERWALK CONDO PHASE 5 ALSO 1/72 INT IN COMMON ELEMENTS OR 8567 P 1908
<ul> <li>pay all delinquent</li> <li>pay all Tax Collecte Sheriff's costs, if ap</li> </ul>	ding tax certificates plus in and omitted taxes, plus in or's fees, property informationable.  If it is applied that a substitution is applied to the substitution in the substitution is a substitution in the substitution in the substitution is applied to the substitution in the substitution is a substitution in the substitution in the substitution is applied to the substitution in the substitution is a substitution in the substitution in the substitution is a substitution in the substitution in the substitution is a substitution in the substitution is a substitution in the substitution in	iterest covering the	·
Electronic signature on file FNA DZ, LLC FNA DZ, LLC FBO WSFS 201 W LAKE ST #165 CHICAGO, IL 60606			<u>04-03-2024</u> Application Date

Applicant's signature

**Real Estate Search** 

Nav. Mode 

Account 

Parcel ID

Information Open Report **Tangible Property Search** 

Sale List

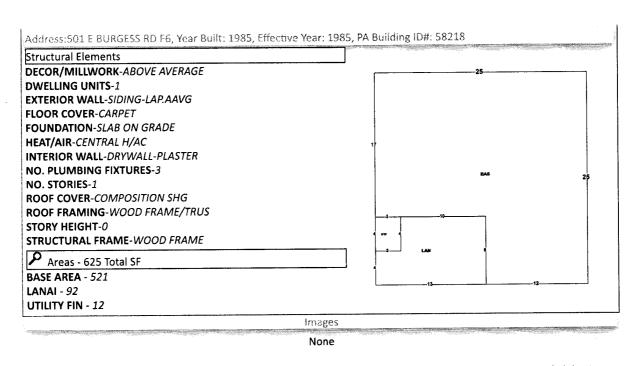
Printer Friendly Version

<u>Back</u>

General Info	rmation						Assessr	nents				
Parcel ID:	301	.53073	30000600	6	*		Year	Land		Imprv	Total	<u>Cap Val</u>
Account:	032	18877	75				2023		\$0	\$91,175	\$91,175	\$80,234
Owners:	KRC	OUSE E	MILY			ļ	2022		\$0	\$72,940	\$72,940	\$72,940
Mail:			RGESS RD LA, FL 32				2021		\$0	\$57,310	\$57,310	\$42,458
Situs:	501	LE BUI	RGESS RD	F6 32	504					Disclaime	er	
Use Code:	COI	NDO-R	RES UNIT	P								
Taxing Authority:	cou	UNTY	MSTU							Tax Estima		
Tax Inquiry:	<u>Ope</u>	en Tax	Inquiry V	Vindo	<u>w</u>			Fi	ile fo	r Exemption	n(s) Online	
Tax Inquiry li Escambia Co				sford		EDITORIOS AGAS III.			<u>Re</u>	oort Storm [	<u>Damage</u>	
Sales Data	MLS Li	sting #	†641453				2023 C	ertified	Roll E	xemptions		
Sale Date	Book P	'age	Value	Type	Official Rec (New Wind		None					
07/01/2021	8567 1	908	\$85,000	WD	D <sub>o</sub>		Logal D	escripti				
12/20/2010	6672 3	308	\$100	QC	C <sub>o</sub>				COORDINATE NO SOCIETA	CONDO PHAS	SE 5 ALSO 1/7	72 INT IN
03/2002	4867 3	362	\$437,700	WD	C <sub>b</sub>		11			S OR 8567 P 1		2,,,,,
05/1997	4134 1	709	\$100	WD	C <sub>b</sub>							
12/1985	2154	169	\$34,000	WD	C <sub>b</sub>		Extra F	eatures				
Official Reco Escambia Co Comptroller	ounty Clei	,	•				None		nichte un erwei ellen.			
Parcel Inform	nation											eractive Ma
Section	AWGS ZERO.			10				EBUR	GE SS RI	•		1(() -557-381 E
Map Id:	, H			TATE 1		9.52	oj 42.58		50	- 139:34 - <sup>17</sup> J	ডু <sup>−</sup> ₹88.08\	
30-1S-30-2 Approx.	لے	25		INTERSTATE 110								24 06 41 [5]
Acreage: 2.8336	3 252,61	100 mm and	·			357.51			366.07	<u>•</u>		 
Zoned: P HC/LI HC/LI	<b>25</b> 2.6	125							398		0 105 22	614.44
HC/LI Evacuation & Flood		240			<b>L</b>	100	282		100			1 1 1 1 1

View Florida Department of Environmental Protection(DEP) Data

Buildings



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:04/17/2024 (tc.4488)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2024029202 4/19/2024 10:19 AM
OFF REC BK: 9133 PG: 1972 Doc Type: TDN

#### NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That FNA DZ LLC holder of Tax Certificate No. 01258, 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:

UNIT F-6 RIVERWALK CONDO PHASE 5 ALSO 1/72 INT IN COMMON ELEMENTS OR 8567 P 1908

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

TAX ACCOUNT NUMBER 032188775 (0924-29)

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

#### **EMILY KROUSE**

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 18th 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.

COMPTA O

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

#### **PAM CHILDERS**

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



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

BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

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

## PAM CHILDERS, CLERK OF THE CIRCUIT COURT Tax Certificate Redeemed From Sale

Account: 032188775 Certificate Number: 001258 of 2022

Payor: EMILY C KROUSE 4711 E RIVERSIDE DR APT 1125 AUSTIN TX 78741 Date 4/30/2024

Clerk's Total	\$490.20 \$2,89
Tax Collector's Total	\$2,838.27
Postage	\$100.00
Researcher Copies	\$0.00
Recording	\$10.00
Prep Fee	\$7.00
Total Received	<del>\$3,465.47</del>
-	Tax Collector's Total Postage Researcher Copies Recording Prep Fee

\$2912,29

PAM CHILDERS
Clerk of the Circuit Court

3,014.22

Received By L Deputy Clerk

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

#### **PAM CHILDERS**

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



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

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

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

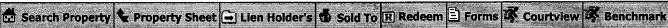
## Case # 2022 TD 001258 Redeemed Date 4/30/2024

Name EMILY C KROUSE 4711 E RIVERSIDE DR APT 1125 AUSTIN TX 78741

\$499.20 \$ 2.895.29
\$2,858.27
\$100.80
\$0.00
\$10.00
\$7.00

#### • For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
			FINANCIAL SUM	IMARY	
No Inforr	mation Availa	ble - See D	ockets	The second secon	





Notes

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

Tax Deed - Redemption Calculator
Account: 032188775 Certificate Number: 001258 of 2022

Redemption No V	Application Date 4/3/2024	Interest Rate [18%]
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 9/4/2024	Redemption Date 4/30/2024
Months	5	0
Tax Collector	\$2,653.04	\$2,653.04
Tax Collector Interest	\$198.98	\$0.00
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$2,858.27	\$2,659.29
Record TDA Notice	\$17.00	\$17.00
Clerk Fee	\$119.00	\$119.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$200.00	\$200.00
App. Fee Interest	\$34.20	\$0.00
Total Clerk	\$490.20	\$456.00
Release TDA Notice (Recording)	\$10.00	\$10.00
Release TDA Notice (I Fee)	Prep \$7.00	\$7.00
Postage	\$100.00	\$100.00
Researcher Copies	\$0.00	\$0.00
Total Redemption Ame	ount \$3,465.47	\$3,232.29
	Repayment Overpayment Refund Amount	\$233.18
Book/Page	9133	1972

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2024032381 4/30/2024 4:01 PM
OFF REC BK: 9139 PG: 353 Doc Type: RTD

#### RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 9133, Page 1972, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 01258, issued the 1st day of June, A.D., 2022

TAX ACCOUNT NUMBER: 032188775 (0924-29)

DESCRIPTION OF PROPERTY:

#### UNIT F-6 RIVERWALK CONDO PHASE 5 ALSO 1/72 INT IN COMMON ELEMENTS OR 8567 P 1908

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

NAME IN WHICH ASSESSED: EMILY KROUSE

Dated this 30th day of April 2024.

COMPTAGO E

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 LUNSFO	RD, ESCAMBIA COUNTY TA	X COLLECTOR		
TAX ACCOUNT	#: <b>03-2188-775</b>	CERTIFICATE #:	2022-12	258
REPORT IS LIMI	NOT TITLE INSURANCE. THE TED TO THE PERSON(S) EXP REPORT AS THE RECIPIENT(	PRESSLY IDENTIFIED B	Y NAME IN TH	E PROPERTY
listing of the owne tax information and encumbrances reco title to said land as	rt prepared in accordance with the r(s) of record of the land described a listing and copies of all open orded in the Official Record Book listed on page 2 herein. It is the ed. If a copy of any document listely.	ed herein together with cur or unsatisfied leases, mort ks of Escambia County, Flor e responsibility of the party	rent and delinque gages, judgments orida that appear named above to	ent ad valorem s and to encumber the verify receipt of
and mineral or any encroachments, ov	<b>oject to:</b> Current year taxes; tax subsurface rights of any kind or erlaps, boundary line disputes, a ion of the premises.	nature; easements, restrict	ions and covenar	nts of record;
	ot insure or guarantee the validinsurance policy, an opinion of ti			
Use of the term "R	eport" herein refers to the Prope	rty Information Report and	the documents a	attached hereto.
eriod Searched:	April 29, 2004 to and inclu	iding April 29, 2024	Abstractor:	Stacie Wright
BY				

Michael A. Campbell,

As President

Dated: May 26, 2024

#### PROPERTY INFORMATION REPORT

**CONTINUATION PAGE** 

May 26, 2024

Tax Account #: 03-2188-775

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

By Virtue of Warranty Deed recorded 7/6/2021 in OR 8567/1908

- 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 William E. Eddins and Lisa Eddins recorded 7/6/2021 OR 8567/1909
- 4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 03-2188-775 Assessed Value: \$80,234.00

**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): RIVERWALK CONDOMINIUM ASSOCIATION OF PENSACOLA, INC.

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

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

#### PERDIDO TITLE & ABSTRACT, INC.

#### PROPERTY INFORMATION REPORT

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

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

**CERTIFICATION: TITLE SEARCH FOR TDA** 

TAX DEED SALE DATE:	SEPT 4, 2024			
TAX ACCOUNT #:	03-2188-775			
CERTIFICATE #: 2022-1258				
those persons, firms, and/or agenc	2, Florida Statutes, the following is a list of names and addresses of ies having legal interest in or claim against the above-described ax sale certificate is being submitted as proper notification of tax deed			
	cola, P.O. Box 12910, 32521 unty, 190 Governmental Center, 32502 3_ tax year.			
EMILY KROUSE 501 E. BURGESS RD F-6 PENSACOLA, FL 32504	WILLIAM E. EDDINS LISA EDDINS 4100 E CAMBRIDGE WAY PACE, FL 32571			
RIVERWALK CONDOMINIUM	RIVERWALK CONDOMINIUM			

ASSOCIATION OF PENSACOLA, FL

6901-A N. 9<sup>TH</sup> AVE. #191

PENSACOLA, FL 32504

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

PERDIDO TITLE & ABSTRACT, INC.

ASSOCIATION OF PENSACOLA, INC.

**501 E. BURGESS RD** 

PENSACOLA, FL 32504

Malphel

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

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

#### PROPERTY INFORMATION REPORT

May 26, 2024 Tax Account #:03-2188-775

## LEGAL DESCRIPTION EXHIBIT "A"

UNIT F-6 RIVERWALK CONDO PHASE 5 ALSO 1/72 INT IN COMMON ELEMENTS OR 8567 P 1908

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

TAX ACCOUNT NUMBER 03-2188-775(0924-29)

Recorded in Public Records 7/6/2021 9:41 AM OR Book 8567 Page 1908, Instrument #2021073758, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00 Deed Stamps \$595.00

Prepared by: Kim Boyle Genesis Land & Title Co, LLC 1400 E. Olive Road Pensacola, Florida 32514

File Number: 21-0376

#### General Warranty Deed

Made this June 5, 2021 A.D. By William E Eddins and Lisa Eddins husband and wife, whose address is: 4100 E Cambridge Way, Pace, Florida 32571, hereinafter called the grantor, to Emily Krouse an unmarried woman, whose post office address is: 501 E Burgess Road F6, Pensacola, Florida 32504, hereinafter called the grantee:

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

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

Unit F-6, Building F, Phase 5. RIVERWALK, A CONDOMINIUM, According To Declaration Of Condominium Dated The 19th Day Of February, 1985, And Recorded On The 21st Day Of March. 1985, Under Comptroller'S File For Record No. 356288 And In Official Records Book 2037, At Pages 571 Through 707 Of The Public Records Of Escambia County, Florida, As Amended By Supplemental Declarations Of Condominium To Add Subsequent Phases 2, 3 And 4 Of Record In Escambia County, Florida; And According To Supplemental Declaration Of Condominium To Add Subsequent Phase 5 Dated November 7. 1985, And Recorded On November 25, 1985 At 11:51 A.M. Under Comptroller'S File For Record No. 412718 And In Official Record Book 2146. At Pages 838 Through 879 Of Said Public Records, Together With All Its Appurtenances, Including Without Limitation. Its Undivided Interest In The Common Elements, According To The Declaration.

Parcel ID Number: 301S307300006006

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

To Have and to Hold, the same in fee simple forever.

onts with said grantee that the grantor is lawfully seized of said land in fee simple: that the grantor

has good right and lawful authority to sell and convey said land; the same against the lawful claims of all persons whomsoever; subsequent to December 31, 2020.	that the grantor is lawfully seized of said land in fee simple, that that the grantor hereby fully warrants the title to said land and w and that said land is free of all encumbrances except taxes	ill defend
In Witness Whereof, the said grantor has signed an	nd sealed these presents the day and year first above written.	
Signed, sealed and delivered in our presence:		
Paula McLuice Witness Printed Name Paula McGuice	William E Eddins	(Seal)
Witness Printed Name KIM BOYLS	Lisa Eddins	_(Seal)
State of Florida County of Escambia		
nearly	and wife, who is/are personally known to me or who has pas identification.	day o produced
Notary Public - State of Florida Commission No. HH 35609	Notary Public Print Name:  My Commission Expires:	

DEED Individual Warranty Deed - Legal on Face

My Commission Expires 08-24-2024

Recorded in Public Records 7/6/2021 9:41 AM OR Book 8567 Page 1909, Instrument #2021073759, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$69.50 MTG Stamps \$208.25 Int. Tax \$119.00

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$35,579.54, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

Prepared by: Kim Boyle Genesis Land & Title Co, LLC 1400 E. Olive Road Pensacola, Florida 32514 FILE #21-0376

(Space Above This Line For Recording Data)\_

State of Florida

#### **MORTGAGE**

THIS MORTGAGE ("Security Instrument") is given on July 1, 2021. The Mortgagor is Emily Krouse an unmarried woman, whose address is

501 East Burgess Road F6 Pensacola FL 32504

("Borrower"). This Security Instrument is given to William E. Eddins and Lisa Eddins, husband and wife, which is organized and existing under the laws of, and whose address is

4100 E Cambridge Way, Pace, Florida 32571

("Lender"). Borrower owes Lender the principal sum of Fifty Nine Thousand Five Hundred dollars & no cents (U.S. \$59,500.00). 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 .

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 the Lender the following described property located in **Escambia** County, Florida:

Unit F-6, Building F, Phase 5. RIVERWALK, A CONDOMINIUM, According To Declaration Of Condominium Dated The 19th Day Of February, 1985, And Recorded On The 21st Day Of March. 1985, Under Comptroller'S File For Record No. 356288 And In Official Records Book 2037, At Pages 571 Through 707 Of The Public Records Of Escambia County, Florida, As Amended By Supplemental Declarations Of Condominium To Add Subsequent Phases 2, 3 And 4 Of Record In Escambia County, Florida; And According To Supplemental Declaration Of Condominium To Add Subsequent Phase 5 Dated November 7. 1985, And Recorded On November 25, 1985 At 11:51 A.M. Under Comptroller'S File For Record No. 412718 And In Official Record Book 2146. At Pages 838 Through 879 Of Said Public Records, Together With All Its Appurtenances, Including Without Limitation. Its Undivided Interest In The Common Elements, According To The Declaration.

Which has the address of 501 Burgess Road Unit F6, Pensacola, Florida 32504, ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixture-es now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the of-regoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized 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, subject to any encumbrances of record.

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

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

- 1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
- 2. Monthly Payments of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C Section 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance.

This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in

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paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

- 5. 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 Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate infor-mation or statements to Lender (or failed to provide Lender with any 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 a principal residence. If this Se-curity Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.
- 6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condem-nation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.
- 7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

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 (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 this Security

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.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

#### 9. Grounds for Acceleration of Debt.

- (a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
  - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
  - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security

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#### Instrument.

- (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:
  - (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
  - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
- (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.
- 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of 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 successor 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 Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). 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; (b) is not personally obligated to pay the sums secured by 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. 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 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.
- 14. 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 conflicts with applicable law, such conflict shall not affect other provisions 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.
  - 15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow 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 of

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small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of 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 Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "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 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

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

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

- 19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
- 20. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.
- 21. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants 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.

[	]	Condominium Rider	[	]	Graduated Payment Rider [	]	Other [Specify]
[	]	Planned Unit Development Rider	Ĺ	]	Growing Equity Rider		

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

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THIS IS A BALLOON MORTGAGE AND THE Bal-ance DUE UPON MATURITY IS \$35,579.54, ALL ADVANCEMENTS MADE BY THE MORTGA Witnesses:	TOGETHER WITH ACCRUI	ED INTEREST IF ANY, AN	
Witness Printed Name Waln Grace Mkins	Emily Krouse	(Sea -Borrow	_
Witness Printed Name Kim Boy Le			
STATE OF FLORIDA, Escambia County ss:  The foregoing instrument was acknowledged before a day of July, 2021 by Emily Krouse an unmarried woman, we see the second of the s	ne by means of [1] physical presence tho is personally known to me or who as identification.	or [] online notarization, this 1st b has produced	
KIM BOYLE  Notary Public - State of Florida  Commission No. HH 35609  My Commission Expires 08-24-2024	Notary Public l Notary  My Commission Expires::	lyinted Nam	

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Initials.

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Exhibit A

July 1, 2021 (Date) Pensacola (City) Florida (State)

501 Burgess Road Unit F6, Pensacola, Florida 32504 (Property Address)

#### 1. BORROWERS PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$59,500.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is William E. Eddins and Lisa Eddins. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the Note Holder.

#### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7. %. The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

#### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on August 1, 2021. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If, on , I still owe amounts under this Note, I will pay those amounts in full on that date of July 1, 2026, which is called the "Maturity Date.

I will make my monthly payments via electronic deposit or at a different place if required by the Note Holder.

#### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$690.85.

#### 4. BORROWERS RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment". When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

#### 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this 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 me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial Prepayment.

#### 6. BORROWERS FAILURE TO PAY AS REQUIRED

#### (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of fifteen (15) calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

#### (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

#### (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

#### (D) No Waiver By Note Holder

FLORIDA FIXED RATE NOTESingle FamilyFannie Mae/Freddie Mac UNIFORM INSTRUMENT

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Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

#### (E) Payment of Note Holders Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys fees.

#### 7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

#### 8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

#### 9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

#### 10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the Security Instrument), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:\_\_\_\_\_\_\_

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable law.

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 given in accordance with Section 15 within which Borrower 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.

**Emily Krouse** 

#### 11. DOCUMENTARY TAX

The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

(Seal)
-Borrower

(Sign Original Only)