

# **CERTIFICATION OF TAX DEED APPLICATION**

Sections 197.502 and 197.542, Florida Statutes

DR-513 Rule 12D-16.002 F.A.C Effective 07/19 Page 1 of 2

Part 1: Tax Deed	Application Info	rmation					
Applicant Name Applicant Address	KEYS FUNDING LLC - 7022 PO BOX 71540 PHILADELPHIA, PA 19176-1540			Арр	lication date	Apr 22, 2024	
Property description	SCHOOL BOARD OF ESCAMBIA COUNTY 75 N PACE BLVD PENSACOLA, FL 32505			Cert	ificate#	2022 / 1771	
Don't 2: Contistent	41 E MARSHALL 04-2983-000 BEG AT NE COR 216 FT N 403 FT 4 AVERIA TRA (Full	OF LT 13 V IN TO PO legal attacl	B OR 4185 ned.)	5 P <b>728</b>		e certificate issued	06/01/2022
Part 2: Certificat	Colum		1.00.0000	olumn 3	Appi	Column 4	Column 5: Total
Certificate Number				ount of Certificate		Interest	(Column 3 + Column 4)
# 2022/1771	06/01/2	2022		2,618.53		130.93	2,749.46
						→Part 2: Total*	2,749.46
Part 3: Other Cei	rtificates Redeem	ed by Ap	plicant (C	Other than Co	unty)		The stand later.
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Face A	umn 3 mount of Certificate	Column 4 Tax Collector's F	Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# /							
				<u> </u>		Part 3: Total*	0.00
Part 4: Tax Colle	ctor Certified An	nounts (L	ines 1-7)				
Cost of all certi	ficates in applicant's	possessio	n and othe			d by applicant of Parts 2 + 3 above)	2,749.46
2. Delinquent taxe	es paid by the applic	ant					0.00
3. Current taxes p	paid by the applicant						0.00
4. Property information report fee			200.00				
5. Tax deed application fee			175.00				
6. Interest accrue	d by tax collector un	der s.197.5	42, F.S. (s	ee Tax Collecto	r instr	uctions, page 2)	0.00
7.					To	tal Paid (Lines 1-6)	3,124.46
l certify the above in have been paid, and							d tax collector's fees
2	//					Escambia, Florida	3
Sign here:	turo Toy Collector or D	·			D	ate April 24th, 2	
	ture, Tax Collector or Des					Con Instructions on Page	

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

Par	rt 5: Clerk of Court Certified Amounts (Lines 8-14)
8.	
9.	Certified or registered mail charge
10.	Clerk of Court advertising, notice for newspaper, and electronic auction fees
11.	Recording fee for certificate of notice
12.	Sheriff's fees
13.	Interest (see Clerk of Court Instructions, page 2)
14.	Total Paid (Lines 8-13)
15.	Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)
Sign h	nere: Date of sale 04/02/2025 Signature, Clerk of Court or Designee

# INSTRUCTIONS +6.25

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BEG AT NE COR OF LT 13 W 216 FT S 403 FT 4 IN E 216 FT N 403 FT 4 IN TO POB OR 4185 P 728 AVERIA TRACT PLAT DB P P 206

# **APPLICATION FOR TAX DEED**

512 R. 12/16

Section 197.502, Florida Statutes

Application Number: 2400566

To: Tax Collector of <u>ESCAM</u>	BIA COUNTY, F	Florida	
I, KEYS FUNDING LLC - 7022 PO BOX 71540 PHILADELPHIA, PA 19176-1540,			
hold the listed tax certificate and h	nereby surrender the sa	me to the Tax	Collector and make tax deed application thereon:
Account Number	Certificate No.	Date	Legal Description
04-2983-000	2022/1771	06-01-2022	BEG AT NE COR OF LT 13 W 216 FT S 403 FT 4 IN E 216 FT N 403 FT 4 IN TO POB OR 4185 P 728 AVERIA TRACT PLAT DB P P 206
Sheriff's costs, if applica	tax certificates plus intending mitted taxes, plus intendes, property information ble.	est covering the	
Electronic signature on file KEYS FUNDING LLC - 7022 PO BOX 71540 PHILADELPHIA, PA 19176-15			<u>04-22-2024</u> Application Date
Applicant's s	ignature		

**Real Estate Search** 

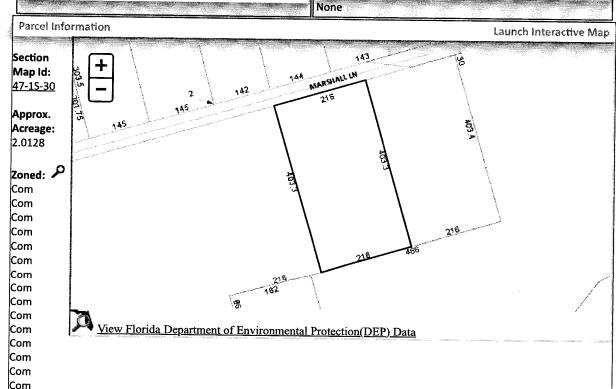
Com

**Tangible Property Search** 

Sale List

<u>Back</u>

Printer Friendly Version General Information Assessments Parcel ID: 4715301101002013 Year Land Imprv Total Cap Val Account: 042983000 2023 \$22,800 \$0 \$22,800 \$22,800 Owners: SCHOOL BOARD OF ESCAMBIA COUNTY 2022 \$22,800 \$0 \$22,800 \$22,800 Mail: **75 N PACE BLVD** 2021 \$22,800 \$120,690 \$143,490 \$143,029 PENSACOLA, FL 32505 41 E MARSHALL LN 32505 Situs: Disclaimer VACANT RESIDENTIAL 🔑 Use Code: **Tax Estimator Taxing COUNTY MSTU Authority:** File for Exemption(s) Online Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford **Report Storm Damage** Escambia County Tax Collector Sales Data 2023 Certified Roll Exemptions Official Records **EDUCATIONAL** Book Page Value (New Window) Legal Description 09/08/2021 8614 371 \$85,000 WD BEG AT NE COR OF LT 13 W 216 FT S 403 FT 4 IN E 216 FT N 10/1997 4185 728 \$100,000 WD 403 FT 4 IN TO POB AVERIA TRACT PLAT DB P P 206 OR Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Extra Features Comptroller



Evacuation & Flood Information Open Report	
Buildings	٦
Images	ك
	<b>P</b>

5/23/2022 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:05/07/2024 (tc.6838)



# PROPERTY INFORMATION REPORT

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

THE ATTACHED REP	ORT IS ISSUED TO:		
SCOTT LUNSFORD, E	SCAMBIA COUNTY TA	X COLLECTOR	
TAX ACCOUNT #:	04-2983-000	CERTIFICATE #:	2022-1771
REPORT IS LIMITED	TO THE PERSON(S) EXI		RS OR OMISSIONS IN THIS NAME IN THE PROPERTY FORMATION REPORT.
listing of the owner(s) of tax information and a list encumbrances recorded title to said land as listed	f record of the land describiting and copies of all open in the Official Record Boold on page 2 herein. It is the	or unsatisfied leases, mortga lks of Escambia County, Flor e responsibility of the party n	nt and delinquent ad valorem
and mineral or any subst	urface rights of any kind or s, boundary line disputes, a	r nature; easements, restrictio	or in subsequent years; oil, gas, ns and covenants of record; uld be disclosed by an accurate
		ty or sufficiency of any docur tle, a guarantee of title, or as	ment attached, nor is it to be any other form of guarantee or
Use of the term "Report"	" herein refers to the Prope	erty Information Report and th	ne documents attached hereto.
Period Searched: <b>Decem</b>	nber 12, 2004 to and inclu	nding December 12, 2024	Abstractor: Vicki Campbell
BY			
Malphel			

Michael A. Campbell, As President

Dated: December 17, 2024

#### PROPERTY INFORMATION REPORT

**CONTINUATION PAGE** 

December 17, 2024

Tax Account #: 04-2983-000

1. The Grantee(s) of the last deed(s) of record is/are: THE SCHOOL BOARD OF ESCAMBIA COUNTY, FLORIDA

By Virtue of Warranty Deed recorded 9/9/2021 in OR 8614/371

- 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 Bank of Pensacola nka Synovus Bank recorded 8/24/2006 OR 5978/110
- 4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 04-2983-000 Assessed Value: \$25,080.00 Exemptions: EDUCATIONAL

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: **APR 2, 2025** TAX ACCOUNT #: 04-2983-000 **CERTIFICATE #:** 2022-1771 In compliance with Section 197.522, Florida Statutes, the following is a list of names and addresses of those persons, firms, and/or agencies having legal interest in or claim against the above-described property. The above-referenced tax sale certificate is being submitted as proper notification of tax deed sale. YES NO Notify City of Pensacola, P.O. Box 12910, 32521 Notify Escambia County, 190 Governmental Center, 32502 Homestead for 2024 tax year. THE SCHOOL BOARD OF SYNOVUS BANK FKA BANK OF PENSACOLA 125 W ROMANA ST SUITE 400 PENSACOLA, FL 32502

**ESCAMBIA COUNTY** 75 N PACE BLVD PENSACOLA, FL 32505

Certified and delivered to Escambia County Tax Collector, this 16th day of December, 2024.

PERDIDO TITLE & ABSTRACT, INC.

Milalphil

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

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

## PROPERTY INFORMATION REPORT

December 17, 2024 Tax Account #:04-2983-000

# LEGAL DESCRIPTION EXHIBIT "A"

BEG AT NE COR OF LT 13 W 216 FT S 403 FT 4 IN E 216 FT N 403 FT 4 IN TO POB AVERIA TRACT PLAT DB P P 206 OR 8614 P 371

**SECTION 47, TOWNSHIP 1 S, RANGE 30 W** 

TAX ACCOUNT NUMBER 04-2983-000(0425-28)

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

# Recorded in Public Records 9/9/2021 10:53 AM OR Book 8614 Page 371, Instrument #2021099454, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00 Deed Stamps \$595.00

This Instrument Prepared By: Geoff Brodersen Carver, Darden, Koretzky, Tessier, Finn, Blossman & Arcaux, L.L.C. 151 W. Main St., Suite 200 Pensacola, FL 32502 850-266-2300 File Number: 5381.46237

[Space Above This Line For Recording Data]

# Warranty Deed

This Warranty Deed made this 8th day of September 2021 between Joseph DeJesus and Bambi L. DeJesus, husband and wife, whose post office address is 1576 Baltar Drive, Gulf Breeze, Florida 32563 ("Grantor"), and The School Board of Escambia County, Florida ("Grantee"), whose address is 75 North Pace Boulevard, Pensacola, FL 32505

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, companies, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

BEGIN AT THE NORTHEAST CORNER OF LOT 13, AVERIA SUBDIVISION; THENCE WEST 216 FEET; THENCE SOUTH 403 FEET 4 INCHES; THENCE EAST 216 FEET; THENCE NORTH 403 FEET 4 INCHES TO THE POINT OF BEGINNING, LYING AND BEING IN SECTION 47, TOWNSHIP 1 SOUTH, RANGE 30 WEST, AS PER PLAT RECORDED IN DEED BOOK "P", PAGE 206, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

Parcel Identification Number: 471S301101002013

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

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

And subject to taxes for the current year and later years and all valid easements and restrictions or record, if any, which are not hereby reimposed; and also subject to any claim, right, title, or interest arising from any recorded instrument reserving, conveying, leasing, or otherwise alienating any interest in the oil, gas and other minerals. And Grantor does warrant the title to said land and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor, but against none other, subject only to the exceptions set forth herein.

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

WITNESS Signature

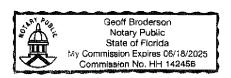
Print Name: Geoff Broderren

WITNESS Signature

Print Name: Megan Crooke

BAMBI L. DEJESUS

Page 1 of 2 Special Warranty Deed BK: 8614 PG: 372



## STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of (x) physical presence or ( ) online notarization this 8th day of September, 2021 by Joseph DeJesus and Bambi L. DeJesus, husband and wife.

Signature of Notary Public

Print, Type/Stamp Name of Notary

Personally known:\_

OR Produced Identification:

Type of Identification Produced: Florida Donnis 44.

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY	SCHOOL BOARD A	GENDA	
Operations/Finance and Business Services	EXECUTIVE SUMM	IARY	
AGENDA DATE: January 19, 2021	ITEM NUMBER: V.b.4.A.2.a.		
AGENDA REFERENCE: Sales Agreement between the School Board of Escambia County, Florida and Florida Hindsight Investments, Inc.	FISCAL IMPACT / AMOU (Less commissions and closin		
FUND SOURCE: Proceeds from the sale to be deposited	in the Local Capital Improvem	ent Fund (LCIF).	
BACKGROUND INFORMATION / DESCRIPTION: Sales Agreement between the School Board of Escambia County, Florida and Florida Hindsight Investments, Inc. for the real property located at the intersection of Patton Drive and Buena Avenue. Final closing documents for the sale will be presented for execution to the Board Chairman for closing before the expiration of contract.  EDUCATIONAL IMPACT: None.			
OTHER REFERENCES OR NOTES: See attached.			
ACTION REQUIRED: Request Board approval of Sales Agreement and authorization for Board Chairman to execute associated closing documents before the expiration of contract.			
STRATEGIC PLAN: Goal E.3: Continuity: Improve operational continuity in the learning and work environment.			
REQUESTED BY: Shawn Dennis, Assistant Superintendent-Operations	DATE: December 15, 2020		
ASSISTANT SUPERINTENDENT:	DATE: 12/15/2020	DATE OF BOARD APPROVAL:	

APPROVED ESCAMBIA COUNTY SCHOOL BOARD

JAN 1 9 2021

DR. TIMOTHY A. SMITH, SUPERINTENDENT VERIFIED BY RECORDING SECRETARY

Recorded in Public Records 08/24/2006 at 02:38 PM OR Book 5978 Page 110, Instrument #2006085978, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$69.50 MTG Stamps \$112.00 Int. Tax \$64.00

## REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

Mortgagee:

JOSEPH G DEJESUS	BANK OF PENSACOLA
BAMBI L DEJESUS	125 WEST ROMANA STREET, SUITE 400
1576 BALTER RD	PENSACOLA, FL 32502
Mailing Address	
GULF BREEZE, FL 32563-2910	
City State Zip	
	This instrument was prepared by:
	BANK OF PENSACOLA
• • • • • • • • • • • • • • • • • • • •	
	125 WEST ROMANA STREET, SUITE 400
	PENSACOLA, FL 32502
Know All Men By These Presents: That w	vhereas JOSEPH G DEJESUS
Whether one or more, hereinafter called the "	Rorrower") have become justly indebted
to bank of pensacola	with offices in Pensacola ;
Florida, (together with its successors and assigns	hereinaftcalled "Mortgagee") in the sum of
**THIRTY TWO THOUSAND DOLLARS AND ZERO CENTS**	<b>Dollars</b> (\$ 32000.00 )
together with interest thereon, as evidenced by	a promissory note or notes of even date
herewith. (If the maturity date of the note or no	otes is 20 years or longer, indicate the latest
maturity date here:,).	
This conveyance is intended to be and i Agreement" governed by the laws of the State Uniform Commercial Code as adopted in Florida following (the "Secured Indebtedness"):	s a real property Mortgage and a "Security e of Florida concerning mortgages and the , and is intended to secure the payment of the
A. The existing indebtedness represented by	that certain promissory note of even date
herewith for the sum of THIRTY TWO THOUSAND & 00/100	
(\$ 32,000.00 ) made by mortgagor pa	yable to the order of Mortgagee with interest
from date until paid at the rate therein specified,	the said principal and interest payable in the
manner and upon the terms, provisions and condi	
and all renewals, extensions, modifications, conso	lidations and extensions thereof;
B. Such future or additional advances as man Mortgagee to the Mortgagor; provided that, all amounts secured hereby shall not expense.	notwithstanding the foregoing, the total of
SIXTY FOUR THOUSAND & 00/100	xceed at any one time the sum of DOLLARS
	er, that all such advances, notes, claims,
demands or liabilities and obligations secured here	by be incurred or arise or come into existence
either on or prior to the date of this Mortgage, or	r on or before twenty (20) years after the date
of this Mortgage or within sucher lesser period of	f time as may hereafter be provided by law as
a prerequisite for the sufficiency of actual notic	e or record notice of such advances, notes,
claims, demands or liabilities and obligations as purchasers for a valuable consideration. The	Mortgagor hereby waives on hehalf of
himself/herself and his/her successors and assigns	the right to file for record a notice limiting
the maximum principal amount which may be	secured by this Mortgage as provided for in
Florida Statute 697.04(1)(b).	

Mortgagors (last name(s) first):

NOW, THEREFORE, in consideration of the premises, and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances) now or hereafter owed by any of the above-named Borrowers to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, andotherwise secured or not, and to secure compliance with all the covenants and stipulationshereinafter contained, the undersigned JOSEPH G DEJESUS

BAMBI L DEJESUS

(whether one or more, hereinafter called "Mortgagors") do hereby assign, grant, bargain, sell and convey unto Mortgagee the following described real property situated in ESCAMBIA County, State of Florida, viz:

SEE EXHIBIT 'A'

together with all rents and other revenues thereof and all rights (including riparian rights), privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, smoke, fire, and intrusion detection devices, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property."

To Have And To Hold the same and every part thereof unto Mortgagee, its successors and assigns forever.

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including future advances), Mortgagors hereby assign and transfer to Mortgagee, and grant to Mortgagee a security interest in, all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagors, or any of them, located, whether permanently or temporarily, on the mortgaged property, and all building materials, household appliances, equipment, fixtures and fittings now owned or hereafter acquired by Mortgagors, or any of them, located or stored on any other real property, which are or shall be purchased by Mortgagors, or any of them, for the purpose, or with the intention, of making improvements on the mortgaged property or to the premises located on said property. The personal property herein transferred includes limitation, all lumber, bricks, building stones, building blocks, sand, cement roofing,materials, paint, doors, windows, storm doors, storm windows nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building materials, equipment and appliances of everykind and character used or useful in connection with improvements to real property.

For the purpose of further securing the payment of said indebtedness Mortgagors warrant covenant and agree with Mortgagee, its successors and assigns, as follows:

- 1. That they are lawfully seized in fee and possessed of the mortgaged property and have a good right to convey the same as aforesaid, and they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.
- 2. That they will pay when due all taxes, assessments, or other liens or mortgages taking priority over this mortgage, and should default be made in the payment of the same, or any part thereof, Mortgagee may pay the same (but Mortgagee is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Mortgagors shall perform all of Mortgagors' obligations under the declaration or coverants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. Should Mortgagors default in any of such obligations, Mortgagee may perform Mortgagors' obligations (but Mortgagee is not obligated to do so).

- 3. That they will keep the buildings on the mortgaged property continuously insured in such amounts, in such manner and with such companies as may be satisfactory to Mortgagee against loss by fire (including so-called extended coverage), wind and such other hazards (including flood and water damage) as Mortgagee may specify from time to time, with loss, if any, payable to Mortgagee under a mortgagee's loss payable clause acceptable to Mortgagee, and will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and will pay the premiums therefor as the same become due. Mortgagors shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Mortgagors or through an existing policy. Mortgagors. Mortgagors shall give immediate notice in writing to Mortgagee obtained by Mortgagors. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damage to the mortgaged property from any cause whatever. If Mortgagors fail to keep said property insured as above specified, Mortgagee may insure said property (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind and other hazards for the benefit of Mortgagors and Mortgagee or for the benefit of Mortgagee alone, at Mortgagee's election. The proceeds of such insurance shall be paid by the insurer to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Mortgagors any check or draft representing the precedes of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Said insurance proceeds, if collected, may be credited on the indebtedness secured by this mortgage, less costs of collection, or may be used in repairing or reconstructing the premises on the mortgaged property, at Mortgagee's election. Any application of the insurance proceeds to repairing or reconstructing the premises on the mortgaged property shall n
- 4. That commencing upon written request by Mortgagee and continuing until the indebtedness secured hereby is paid in full, Mortgagors will pay to Mortgagee concurrently with, and on the due dates of, payments on the indebtedness hereby secured a sum equal to the ground rents, if any, next due on the mortgaged property, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus water rents, fire district charges, taxes and assessments next due on the mortgaged property (all as estimated by Mortgagee), less any sums already paid to Mortgagee therefor, divided by the number of months or other payment periods to elapse before one month or payment period prior to the date when such ground rents, premiums, water rents, fire district charges, taxes and assessments will become due, such sums to be held by Mortgagee in trust, to pay said ground rents, premiums, water rents, fire district charges, taxes and assessments. All payments mentioned in the preceding sentence and the payments to be made on the indebtedness secured hereby shall be added together and the aggregate amount thereof shall be paid by Mortgagors each month or other payment period in a single payment to be applied by Mortgagee to the following items in the order set forth: (a) ground rents, taxes, water rents, fire district charges, assessments, fire and other hazard insurance premiums; (b) interest on the indebtedness secured hereby; and (c) the balance, if any, shall be applied toward the payment of the sum hereby secured. Any deficiency in the amount of such aggregate monthly or other periodic payments shall constitute a default under this mortgage. Any excess funds accumulated under this paragraph after payment of the items herein mentioned shall be credited in talculating the monthly or other periodic payments of the same nature required hereunder in the subsequent year; but if the actual amount of any such item shall exceed the estimate therefor, Mortgagors shall with
- 5. That they will take good care of the mortgaged property and the personal property described above and will not commit or permit any waste thereon or thereof or the removal of any oil, gas or mineral therefrom, and that they will keep the same repaired and at all times will maintain the same in at least as good condition as it now is, reasonable wear and tear alone excepted. If Mortgagors fail to make repairs to the mortgaged property, Mortgagee may make such repairs at Mortgagor's expense (but Mortgagee is not obligated to do so). Mortgagee, its agents and employees, may enter the mortgaged property and any improvements thereon at any reasonable time for the purpose of inspecting or repairing such improvements.
- 6. That all amounts expended by Mortgagee for insurance or for the payments of taxes or assessments or to discharge liens on the mortgaged property or other obligations of Mortgagors or to make repairs to the mortgaged property or any improvements thereon shall become a debt due Mortgagee, shall be payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above, or if no such rate of interest is specified in the note or if the rate specified would be unlawful, at the maximum rate allowed by law from the date of payment by Mortgagee, and such debt and the interest thereon shall be secured by this mortgage. Upon failure of Mortgagors to reimburse Mortgagee for all amounts so expended, at the election of Mortgagee and with or without notice to any person, Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and may foreclose this mortgage as hereinafter provided or as provided by law.

- 7. That no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Mortgagors, and that the procurement of insurance or payment of taxes or other liens or assessments or obligations by Mortgagee shall not be taken or deemed as a waiver of the right to accelerate the maturity of the indebtedness hereby secured by reason of the failure of Mortgagors to procure such insurance or to pay such taxes, liens, assessments or obligations, it being agreed by Mortgagors that no terms or conditions contained in this mortgage can be waived, altered or changed except by a writing signed by Mortgagee.
- 8. That those Mortgagors who are obligated as the Borrower or as guarantor or endorser to pay the indebtedness hereby secured will well and truly pay and discharge such indebtedness as it shall become due and payable, including the note or notes described above, any renewals or extensions thereof, and any other notes or obligations of such Mortgagors to Mortgagee, whether now or hereafter incurred.
- 9. In the event a suit shall be instituted to foreclose this Mortgage, Mortgagee, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver for all and singular the Premises and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to Mortgagee, its successors or assigns, without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of the Mortgagor, Mortgagor's legal representatives, successors or assigns, and that such rents, profits, incomes, issues, and revenues shall be applied by such receiver to the payment of the Secured Indebtedness, costs, and charges, according to the order o said court. The Mortgagor hereby specifically waives the right to object to the appointment of a receiver as described herein and hereby expressly consents that such appointment shall be made as an admitted equity and is Mortgagee's absolute right, and that the appointment may be done without notice to the Mortgagor. Mortgage as receiver.
- 10. That they will not cause or allow possession of the mortgaged property to be in any other person or entity to the exclusion of Mortgagors and will not cause or allow all or any part of the mortgaged property or any interest therein to be sold, assigned, transferred or conveyed by Mortgagors, or any of them, without Mortgagee's prior written consent, excluding only (a) the creation of a lien or encumbrance expressly subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) (if the mortgaged property is the Mortgagors' residence) the grant of any leasehold interest of one year or less (including all mandatory or optional renewal periods) not containing an option to purchase. Mortgagee may withhold its consent or may condition its consent to any such transfer of possession of, or an interest in, the mortgaged property upon the transferee's agreeing to pay a greater rate of interest on all or any part of the indebtedness secured by this mortgage, upon Mortgagee's approval of the creditworthiness of the transferee, and upon the transferee's payment to Mortgagee of a reasonable transfer or assumption fee. Upon breach by Mortgagors, or any of them, of the covenants herein contained, Mortgagee may, at its election, accelerate maturity of the indebtedness hereby secured and proceed to foreclose this mortgage as hereinafter provided or as provided by law.
- 11. That, except as otherwise expressly disclosed to Mortgagee in writing on the date of this mortgage, no Hazardous Substance (as defined below) has been released or disposed of on or under the mortgaged property by Mortgagors or, to the best of Mortgagors knowledge, by any third party or any predecessor in interest or title to the mortgaged property; no underground storage tanks, whether in use or not in use, are located on or under any part of the mortgaged property; Mortgagors and the mortgaged property are and will remain in compliance with all applicable local, state and federal environmental laws and regulations; no notice has been received by Mortgagors from any governmental authority or any other person claiming violation of any environmental protection law or regulation or demanding payment, indemnity or contribution for any environmental damage or injury to natural resources, relating in any way to the mortgaged property, and Mortgagors will notify Mortgagee promptly in writing if any such notice is hereafter received; and any Hazardous Substance used or produced in Mortgagors business will be used, produced, stored and disposed of in strict compliance with all applicable environmental laws and regulations. Mortgagors will notify Mortgagee immediately if any Hazardous Substance is released or discovered on or under the mortgaged property, and Mortgagors will take or cause to be taken such remedial action as may be necessary in order to remedy such released or discovered Hazardous Substance and to obtain a certificate of remediation or other certificate of compliance from applicable governmental authorities. At Mortgagee's request, Mortgagors will promptly obtain, at Mortgagors' expense, and deliver to Mortgagee an environmental inspection report or will update a previous report, in form acceptable to Mortgagee. As used herein, the term "Hazardous Substance" includes, without

limitation, any hazardous or toxic substance and any substance or material that is regulated or controlled by the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), the federal Hazardous Materials Transportation Act, the federal Resource Conservation and Recovery Act, the federal Clean Water Act, the federal Clean Air Act, the federal Toxic Substances Control Act, or any other federal, state or local environmental law, ordinance, or regulation now or hereafter in effect. Mortgagors agree to indemnify Mortgagee against any and all liability and expense (including attorneys' fees and litigation expenses) incurred by Mortgagee on account of breach by Mortgagors of any representation, warranty or covenant set forth in this paragraph. This agreement to indemnify shall survive payment of the secured indebtedness, satisfaction of this mortgage, and foreclosure of this mortgage.

- 12. That, if this is a construction mortgage, Mortgagors will perform and comply with, or will cause the Borrower to perform and comply with, the terms of any construction loan agreement made with Mortgagee with regard to any improvements to be made on the mortgaged property.
- 13. That all the covenants and agreements of Mortgagors herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of the successors and assigns of Mortgagee.
- 14. That the provisions of this mortgage and the note or notes secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this mortgage or of such note or notes. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. A carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.

If the Borrower pays and discharges all the indebtedness hereby secured (including future advances) as the same becomes due and payable, and if Mortgagors in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect thereof, then and in that event only this conveyance and the security interest herein granted shall be and become null and void, but if default is made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof, or if any interest thereon remain unpaid when due, or if default be made in the repayment of any sum expended by Mortgagee under the authority of any provision of this mortgage, or if the interest of Mortgagee in the mortgaged property or any of the personal property described above become endangered by reason of the enforcement of any lien or encumbrance thereon, or if a petition to condemn any part of the mortgaged property be filed by any authority, person or entity having power of eminent domain, or if any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the indebtedness hereby secured or permitting or authorizing the deduction of any such tax from the principal or interest secured by this mortgage or by virtue of which any tax or assessment upon the mortgaged property shall be charged against the owner of this mortgage, or if at any time any of the covenants contained in this mortgage or in any note or other evidence of indebtedness secured hereby be declared invalid or unenforceable by any court of competent jurisdiction, or if Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this mortgage shall be subject to foreclosure at the option of Mortgagee, notice of

☐ (Mark if applicable) This is a construction for the construction of an improvement on land land).	n mortgage that secures an obligation incurred (and may include the acquisition cost of the
In Witness Whereof, each of the undersig seal, or has caused this instrument to be execut agent(s) thereunto duly authorized, this 22ND day	ned has hereunto set his or her signature and ed by its officer(s), partner(s), member(s), or ofaugust, 2006
Kragh S. Folland  (May 18 Dolland)  [Type or Print Name of Witness]  Licheline Soter  [Type or Print Name of Witness]	Geal)  Coseph Delegus  (Seal)  EANER L DEJESUS  (Seal)  (Seal)
ATTEST:	·
Its(Corporate Seal)	Ву
(Corporate Sear)	Its

STATE OF FLORIDA	INDIVIDUAL ACNKNOWLEDGMENT
COUNTY OF Escambia	,
The foregoing instrument was accurately the foregoing instrument was accurately the foregoing instrument was accurately to the foregoing instrument was ac	7/0 - /- 1/1
as identification, and who did take an oath.	
ALISON N. BUNYARD Notary Public - State of Florida Notary Public - State of Florida Ny Commission Expires Apr 29, 2010 Commission # DD 534981 Bonded By National Notary Assn.	Cleson Primara
	Alison N Bunland
	[Type/Print Name of Notary]
[NOTARIAL SEAL]	My Commission No.:
	My Commission Expires:
STATE OF FLORIDA	INDIVIDUAL ACKNOWLEDGMENT
COUNTY OF Escambia	
The foregoing instrument was accurately the state of the	cknowledged before me this 22 day of
as identification, and who did take an oath.	no has shown me
ALISON N. BUNYARD Notary Public - State of Florida EMy Commission Expires Apr 29, 2010 Commission # DD 534981 Bonded By National Notary Assn.	alison N Burnara
	HUSON IV Dury an
	[Type /Print Name of Notary]
[NOTARIAL SEAL]	My Commission No.:
	My Commission Expires:
STATE OF FLORIDA COUNTY OF	CORPORATE (OR OTHER BUSINESS ENTITY) ACKNOWLEDGMENT
The foregoing instrument was a	cknowledged before me this day of
the of	· · · · · · · · · · · · · · · · · · ·
on behalf of the banking corporation. He/she	e ( ) is personally known to me, or ( ) he/she has
shown me	as identification, and he/she did take an oath.
PATOMADIAL OF ALL	[Type/Print Name of Notary]
[NOTARIAL SEAL]	My Commission No.:
	IVIV COMBINSION EXPIRES:

#### Exhibit A

BEGIN AT THE NORTHEAST CORNER OF LOT 13, AVERIA SUBDIVISION, THENCE WEST 216 FEET, THENCE SOUTH 403 FEET 4 INCHES, THENCE EAST 216 FEET, THENCE NORTH 403 FEET 4 INCHES TO POINT OF BEGINNING, LYING AND BEING IN SECTION 47, TOWNSHIP 1 SOUTH, RANGE 30 WEST, AS PER PLAT RECORDED IN DEED BOOK "P", AT PAGE 206 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

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32 M. 15 M. 16 M.

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