



# 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

0525-28

## Part 1: Tax Deed Application Information

Applicant Name Applicant Address	TLGFY, LLC CAPITAL ONE, N.A., AS COLLATERAL ASSIGNEE OF TLGFY, LLC PO BOX 669139 DALLAS, TX 75266-9139	Application date	Apr 22, 2024
Property description	CLAUSELL ROSIE M EST OF 3401 DR MARTIN LUTHER KING JR DR PENSACOLA, FL 32503 3401 DR MARTIN LUTHER KING JR DR 05-1359-000 BEG 1730 FT N OF INTER OF N LI OF LEONARD ST AND W LI OF ALCANIZ ST NLY 150 FT WLY 125 FT SLY 150 FT (Full legal attached.)	Certificate #	2022 / 1954
		Date certificate issued	06/01/2022

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

Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2022/1954	06/01/2022	1,077.90	53.90	1,131.80
→ Part 2: Total*				1,131.80

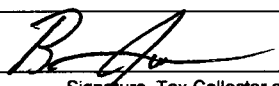
## Part 3: Other Certificates Redeemed by Applicant (Other than County)

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# /					
Part 3: Total*					0.00

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	1,131.80
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	987.47
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	2,494.27

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

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

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

<b>Part 5: Clerk of Court Certified Amounts (Lines 8-14)</b>	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. <b>Total Paid (Lines 8-13)</b>	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>05/07/2025</u>	
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 1730 FT N OF INTER OF N LI OF LEONARD ST AND W LI OF ALCANIZ ST NLY 150 FT WLY 125 FT SLY 150 FT ELY 125 FT TO POB OR 305/403/500 P 791/900/ 857 LTS 7 THRU 11 BLK 6 LESS OR 484 P 582 STATE RD R/W FOR TEXAR DR



# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2400611

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

TLGFY, LLC  
CAPITAL ONE, N.A., AS COLLATERAL ASSIGNEE OF TLGFY, LLC  
PO BOX 669139  
DALLAS, TX 75266-9139,

hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
05-1359-000	2022/1954	06-01-2022	BEG 1730 FT N OF INTER OF N LI OF LEONARD ST AND W LI OF ALCANIZ ST NLY 150 FT WLY 125 FT SLY 150 FT ELY 125 FT TO POB OR 305/403/500 P 791/900/ 857 LTS 7 THRU 11 BLK 6 LESS OR 484 P 582 STATE RD R/W FOR TEXAR DR

I agree to:

- pay any current taxes, if due and
- redeem all outstanding tax certificates plus interest not in my possession, and
- pay all delinquent and omitted taxes, plus interest covering the property.
- pay all Tax Collector's fees, property information report costs, Clerk of the Court costs, charges and fees, and Sheriff's costs, if applicable.

Attached is the tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

Electronic signature on file  
TLGFY, LLC  
CAPITAL ONE, N.A., AS COLLATERAL ASSIGNEE OF  
TLGFY, LLC  
PO BOX 669139  
DALLAS, TX 75266-9139

04-22-2024  
Application Date

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



# Chris Jones Escambia County Property Appraiser

[Real Estate Search](#)

[Tangible Property Search](#)

[Sale List](#)

[Back](#)

Nav. Mode ☒ Account ☐ Parcel ID

[Printer Friendly Version](#)

General Information

Parcel ID: 0425306003007006

Account: 051359000

Owners: CLAUSELL ROSIE M EST OF

Mail: 3401 DR MARTIN LUTHER KING JR DR  
PENSACOLA, FL 32503

Situs: 3401 DR MARTIN LUTHER KING JR DR  
32503

Use Code: AUTO REPAIR

Taxing Authority: COUNTY MSTU

Tax Inquiry: [Open Tax Inquiry Window](#)

Tax inquiry link courtesy of Scott Lunsford  
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2023	\$52,323	\$32,535	\$84,858	\$49,825
2022	\$52,323	\$7,619	\$59,942	\$45,296
2021	\$30,186	\$10,993	\$41,179	\$41,179

Disclaimer

Tax Estimator

Report Storm Damage

Enter Income & Expense Survey

Download Income & Expense Survey

Sales Data						2023 Certified Roll Exemptions	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	None	
01/1970	500	857	\$15,500	WD		<b>Legal Description</b> BEG 1730 FT N OF INTER OF N LI OF LEONARD ST AND W LI OF ALCANIZ ST NLY 150 FT WLY 125 FT SLY 150 FT ELY 125 FT TO...	
01/1968	403	900	\$2,000	WD			
01/1966	305	791	\$12,000	WD			
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						<b>Extra Features</b> ASPHALT PAVEMENT	

**Parcel Information**  
**Section Map Id:**  
04-25-30-2  
**Approx. Acreage:**  
0.4360  
**Zoned:**   
 HC/LI  
 HC/LI  
 HC/LI  
 HC/LI  
 HC/LI  
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HC/LI  
HC/LI  
HC/LI

Evacuation  
& Flood  
Information  
[Open](#)  
[Report](#)

Buildings

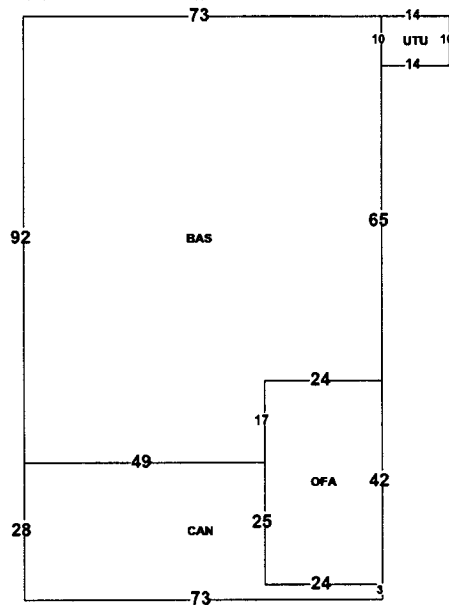
Address:3401 DR MARTIN LUTHER KING JR DR, Year Built: 1970, Effective Year: 1975, PA Building ID#: 72292

Structural Elements

DECOR/MILLWORK-AVERAGE  
DWELLING UNITS-0  
EXTERIOR WALL-METAL-MODULAR  
FLOOR COVER-CONCRETE-FINISH  
FOUNDATION-SLAB ON GRADE  
HEAT/AIR-NONE  
INTERIOR WALL-UNFINISHED  
NO. PLUMBING FIXTURES-6  
NO. STORIES-1  
ROOF COVER-METAL/MODULAR  
ROOF FRAMING-STEEL TRUSS/FRM  
STORY HEIGHT-14  
STRUCTURAL FRAME-RIGID FRAME

Areas - 8900 Total SF

BASE AREA - 6308  
CANOPY - 1444  
OFFICE AVG - 1008  
UTILITY UNF - 140



Images



1/9/2024 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:05/03/2024 {tc.5033}



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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 05-1359-000 CERTIFICATE #: 2022-1954

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

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

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

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

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

Period Searched: January 10, 2005 to and including January 10, 2025 Abstractor: Pam Alvarez

BY

Michael A. Campbell,  
As President  
Dated: January 17, 2025

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

January 17, 2025

Tax Account #: **05-1359-000**

1. The Grantee(s) of the last deed(s) of record is/are: **ROSIE M CLAUSELL**

**By Virtue of Warranty Deed recorded 8/7/1978 in OR 500/857 and Certificate of Death for Prince Clausell recorded 7/29/1993 in OR 3405/991**

**ABTRACTOR'S NOTE: WE FIND NO EVIDENCE OF DEATH FOR ROSIE M CLAUSELL. THERE IS A WILL ON DEPOSIT IN CASE #2012 CP 000068 IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. WE HAVE INCLUDED POSSIBLE HEIRS FOR NOTICE.**

**ABSTRACTOR'S NOTE: WE FIND NO EVIDENCE OF DEATH FOR TEMPLE L DUMAS RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.**

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 Barnett Bank of West Florida NKA Bank of America NA recorded 3/27/1987 OR 2372/42 together with Modifications recorded 7/9/1990 OR 2880/166, recorded 11/6/1990 OR 2932/381, recorded 5/10/1991 OR 3003/379, recorded 5/21/1992 OR 3177/840, recorded 9/22/1993 OR 3436/448, recorded 11/25/1996 OR 4075/1925 and recorded 1/26/1999 OR 4364/971**
  - b. **MSBU Lien in favor of Escambia County recorded 10/2/1998 OR 4315/300**
  - c. **MSBU Lien in favor of Escambia County recorded 7/30/1999 OR 4445/873**
  - d. **Code Enforcement Order in favor of Escambia County recorded 8/21/2018 OR 7952/1964 together with Cost Order recorded 7/10/2020 OR 8329/1057**
  - e. **Code Enforcement Order in favor of Escambia County recorded 1/10/2020 OR 8229/1169**
  - f. **Certificate of Delinquency recorded 5/19/2010 OR 6593/903**
  - g. **Judgment in favor of Escambia County recorded 1/19/2006 OR 5822/1334**
  - h. **Judgment in favor of Escambia County recorded 1/23/2006 OR 5823/1048**
  - i. **Judgment in favor of Escambia County recorded 5/26/2006 OR 5915/672**
  - j. **Judgment in favor of Escambia County recorded 5/26/2006 OR 5915/677**
  - k. **Judgment in favor of Escambia County recorded 5/26/2006 OR 5915/678**
  - l. **Judgment in favor of Escambia County recorded 5/26/2006 OR 5915/679**
  - m. **Judgment in favor of Escambia County recorded 6/22/2007 OR 6168/913**
  - n. **Judgment in favor of Escambia County recorded 11/2/2007 OR 6242/989**
  - o. **Judgment in favor of Escambia County recorded 12/11/2012 OR 6946//1418**
  - p. **Judgment in favor of Gulf Winds Credit Union F/K/A Gulf Winds Federal Credit Union recorded 2/9/2021 OR 8461/1941**
  - q. **Tax Lien in favor of Internal Revenue Service recorded 3/15/2011 OR 6699/987**

**CONTINUED ON PAGE 3**

**CONTINUED FROM PAGE 2**

**4. Taxes:**

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

**Tax Account #: 05-1359-000**

**Assessed Value: \$54,807.00**

**Exemptions: NONE**

**5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): NONE**

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

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

**PERDIDO TITLE & ABSTRACT, INC.**  
**PROPERTY INFORMATION REPORT**  
3050 Concho Drive, Pensacola, Florida 32507 | Phone 850-466-3077

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

**CERTIFICATION: TITLE SEARCH FOR TDA**

**TAX DEED SALE DATE:** MAY 7, 2025

**TAX ACCOUNT #:** 05-1359-000

**CERTIFICATE #:** 2022-1954

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

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2024</u> tax year.

**ROSIE M CLAUSELL, ESTATE OF ROSIE M CLAUSELL, RONNIE G CLAUSELL, TIMOTHY C CLAUSELL, PHILLIP RAY CLAUSELL, ROSA MARIE ROUNTREE, MADELINE C WASHINGTON AND ESTATE OF TEMPLE L DUMAS**  
**3401 DR MARTIN LUTHER KING JR DR**  
**PENSACOLA, FL 32503**

**PHILLIP R CLAUSELL**  
**2013 N ROOSEVELT ST**  
**PENSACOLA, FL 32503**

**ESCAMBIA COUNTY CODE ENFORCEMENT**  
**3363 W PARK PL**  
**PENSACOLA, FL 32505**

**DOR CHILD SUPPORT DOMESTIC RELATIONS**  
**3670B NORHT "L" STREET**  
**PENSACOLA, FL 32505**

**CONTINUED ON PAGE 5**

**ROSIE M CLAUSELL, ESTATE OF ROSIE M CLAUSELL, RONNIE G CLAUSELL, TIMOTHY C CLAUSELL, PHILLIP RAY CLAUSELL, ROSA MARIE ROUNTREE, MADELINE C WASHINGTON AND ESTATE OF TEMPLE L DUMAS**  
**3013 N ROOSEVELT ST**  
**PENSACOLA, FL 32503**

**BANK OF AMERICA NA**  
**4909 SAVARESE CIRCLE**  
**TAMPA, FL 33634**

**DEPARTMENT OF TREASURY**  
**INTERNAL REVENUE SERVICE**  
**400 W BAY ST STE 35045**  
**JACKSONVILLE, FL 32202-4437**

**CLERK OF CIRCUIT COURT**  
**DIVISION ENFORCEMENT**  
**1800 WEST ST MARY'S ST**  
**PENSACOLA, FL 32501**

**CONTINUED FROM PAGE 4**

**GULF WINDS CREDIT UNION  
220 EAST NINE MILE ROAD  
PENSACOLA, FL 32534-3121**

**Certified and delivered to Escambia County Tax Collector, this 17th day of January, 2025.**

**PERDIDO TITLE & ABSTRACT, INC.**

A handwritten signature in black ink, appearing to read "Michael A. Campbell", written in a cursive style.

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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**

**January 17, 2025**

**Tax Account #:05-1359-000**

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

**BEG 1730 FT N OF INTER OF N LI OF LEONARD ST AND W LI OF ALCANIZ ST NLY 150 FT  
WLY 125 FT SLY 150 FT ELY 125 FT TO POB OR 305/403/500 P 791/900/ 857 LTS 7 THRU 11 BLK 6  
LESS OR 484 P 582 STATE RD R/W FOR TEXAR DR**

**SECTION 04, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 05-1359-000(0525-28)**

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

4.00 REG FEE  
1.00 STATE STAMP  
1.00 COUNTY STAMP  
67 TOTAL

# WARRANTY DEED

State of Florida }  
ESCAMBIA County

500 PAGE 857

Know All Men by These Presents: That MR. Fannie Mae Wilson and Nathaniel Wilson, wife and husband,

for and in consideration of One Dollar and other good and valuable considerations

the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto Prince H. Clausell and Rosie M. Clausell, husband and wife,

heirs, executors, administrators and assigns, forever, the following described real property, situate, lying and being in the \_\_\_\_\_ County of \_\_\_\_\_ State of \_\_\_\_\_ to wit:

Lots 9 and 10, Block 6, Boley's Subdivision of Lot 5, Subdivision of South Half of Section 4, Township 2 South, Range 30 West. Also described as shown on Plat on file in the Office of the Tax Assessor of Escambia County, Florida, as follows: Commence at the intersection of the North line of Leonard Street and the West line of Alcaniz Street and thence run North on the West line of Alcaniz Street 1760 feet for the place of beginning; thence run West a distance of 125 feet; thence run North 60 feet, thence run East 125 feet, thence run South 60 feet to the place of beginning in said Lot 5.



To have and to hold, unto the said grantee their heirs and assigns, forever. Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

And we covenant that we are well seized of an indefeasible estate in fee simple in the said property, and have a good right to convey the same; that it is free of lien or encumbrance, and that our heirs, executors and administrators, the said grantee their heirs, executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 31 day of August A.D. 1970

Signed, sealed and delivered in the presence of  
William F. Hoffman

Fannie Mae Wilson (SEAL)  
Fannie Mae Wilson (SEAL)  
Nathaniel Wilson (SEAL)  
Nathaniel Wilson (SEAL)

State of Florida }  
ESCAMBIA County

Before the subscriber personally appeared Fannie Mae Wilson and Nathaniel Wilson, wife and husband, known to me to be the individual as described by said name as in and who executed the foregoing instrument and acknowledged that he executed the same for the uses and purposes therein set forth.



William F. Hoffman  
Notary

My Commission expires August 1, 1972

CLERK FILE NO. 424326

FILED IN DEPT. OF REVENUE  
TAXES  
ESCAMBIA COUNTY  
AUG 7 3 15 PM '70  
NOTARY PUBLIC  
CLERK COURT

IS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON  
MORTGAGE IS \$50,000.00, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY  
THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.



RECORDING FEE \$ 41.00  
FLA. STAMPS \$ 113.50  
TOTAL \$ 154.50

THIS INSTRUMENT WAS PREPARED BY  
Janet S. Campbell

Mortgage and Security Agreement \$150.00

ORBOOK 2372R 42

This Mortgage is made this 26th day of March, 1987 by and between

Prince H. Clausell and Rosie M. Clausell, husband and wife

("Mortgagor"), and Barnett Bank of West Florida

("Mortgagee"),

the address of which is 100 West Garden Street, Pensacola, Florida 32501

#### WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of Seventy-five thousand  
and no/100 (\$75,000.00)---together with interest thereon, as evidenced by that certain promissory note of even date herewith, executed by Mortgagor and delivered to Mortgagee, the final payment of

which is due on or before the 1st day of April, 1990  
(the "Note"), which by reference is made a part hereof to the same extent as though set out in full herein;

NOW, THEREFORE to secure the performance by Mortgagor of all covenants and conditions in the Note and in this Mortgage and in all other instruments securing the Note, and in order to charge the properties, interests and rights hereinafter described with such payment and performance and to secure additional advances, renewals and extensions thereof and for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), Mortgagor does hereby mortgage, sell, pledge and assign to Mortgagee:

#### THE MORTGAGED PROPERTY

(A) All of the land in the county of Escambia, described below:

See attached Exhibit "A" for complete legal description

to have and to hold the same, together with all the improvements now or hereafter erected on such property and all fixtures now or hereafter attached thereto, together with each and every tenements, hereditaments, easements, rights, powers, privileges, immunities and apportionances thereunto belonging or in anywise appertaining and the reversion and reversions, remainder and remainders, and also all the estate, right, title, interest, homestead, right of dower, separate estate, property, possession and claim whatsoever in law as well as in equity of Mortgagor of, in and to the same in every part and parcel thereof unto Mortgagee in fee simple.

(B) Together with a security interest in all personal property and fixtures affixed to or located on the property described in paragraph A.

(C) Together with all rents, issues, profits, revenue, income and other benefits from the property described in paragraph (A) hereof to be applied to the indebtedness secured hereby, provided however, that permission is hereby given to Mortgagor so long as no default has occurred hereunder, to collect, receive, and use such benefits from the property as they become due and payable, but not in advance thereof.

(D) Everything referred to in paragraphs (A), (B) and (C) hereof and any additional property hereafter acquired by Mortgagor and subject to the lien of this Mortgage or any part of these properties is herein referred to as the "Mortgaged Property."

PROVIDED ALWAYS, that if Mortgagor shall pay to Mortgagee the Note at the times and in the manner stipulated therein, and in all other instruments securing the Note, including renewals, extension or modification thereof, and in this Mortgage and in all other instruments securing the Note, to be kept, performed or observed by Mortgagor, then this Mortgage, shall cease and be void, but shall otherwise remain in full force and effect.

Mortgagor covenants and agrees with Mortgagee as follows:

1. **Compliance with Note and Mortgage; Warranty of Title.** Mortgagor shall comply with all provisions of the Note, this Mortgage and of every other instrument securing the Note, and will promptly pay to Mortgagee the principal with interest thereon and all other sums required to be paid by Mortgagor under the Note and pursuant to the provisions of this Mortgage and of every other instrument securing the Note. Mortgagor is indefeasibly seized of the Mortgaged Property in fee simple and Mortgagor has lawful authority to convey, mortgage and encumber the same as provided by the Mortgage, and does hereby so warrant.

2. **Payment of Taxes and Liens.** Mortgagor shall pay all the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature now on the Mortgaged Property or that hereafter may be imposed, levied or assessed upon this Mortgage or the Mortgaged Property or upon the indebtedness secured hereby. All such payments to be made when due and payable according to law before they become delinquent and before any interest attaches or any penalty is incurred. Insofar as any indebtedness is of record the same shall be promptly satisfied and evidence of such satisfaction shall be given to Mortgagee.

3. **Insurance.** Mortgagor shall keep the Mortgaged Property and the improvements now existing or hereafter erected on the Mortgaged Property insured as may be required from time to time by Mortgagee against loss by fire, other hazards and contingencies in such amounts and for such periods as may be required by Mortgagee. Mortgagor shall pay promptly, when due, any premiums on such insurance. All insurance shall be carried with companies approved by Mortgagee and the policy and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor and in form acceptable to Mortgagee. In the event of loss, Mortgagor shall give immediate notice by mail to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee instead of either to Mortgagor or Mortgagee and Mortgagee jointly. Insurance proceeds or any part thereof may be applied by

00/00; Rev Aug 80

Mortgagee at its option, after deducting therefrom all its expenses including attorney's fees, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. Mortgagee is hereby authorized, at its option, to settle and compromise any claims, awards, damages, rights of action and proceeds, and any other payment or relief under any insurance policy. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. Mortgagee may at its option require Mortgagor to deposit with Mortgagee on the first day of each month, in addition to making payments of principal and interest, until the Note is fully paid, an amount equal to one-twelfth (1/12) of the yearly premiums for all insurance. Such deposits shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereof. Upon demand by Mortgagee, Mortgagor shall deliver to Mortgagee such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such premiums when due. In the event of default under any of the terms, covenants and conditions in the Note, this Mortgage or any other instrument securing the Note to be performed or observed by Mortgagor, Mortgagee may apply to the reduction of the sums secured hereby, in such manner as Mortgagee shall determine, any amount under this paragraph remaining to Mortgagor's credit and any return premium received from cancellation of any insurance policy by Mortgagee upon foreclosure of this Mortgage.

**4. Condemnation.** If the Mortgaged Property or any part thereof shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the State of Florida or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness and other sums secured hereby shall, at the option of Mortgagee, become immediately due and payable. Mortgagee shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto, are hereby assigned by Mortgagor to Mortgagee and Mortgagee after deducting therefrom all its expenses including attorney's fees may release any monies so received by it without affecting the lien of this Mortgage or may apply the same in such manner as Mortgagee shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the Note, this Mortgage or any other instrument securing the Note. Any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments or any compensations, awards, damages, claims, rights of action and proceeds as Mortgagee may require.

**5. Care of Mortgaged Property.** Mortgagor shall not remove or demolish any building or other property forming a part of the Mortgaged Property without the written consent of Mortgagee. Mortgagor shall not permit, commit, or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof, and shall keep the same and improvements thereon in good condition and repair. Mortgagor shall notify Mortgagee in writing within five (5) days of any damage, or impairment of the Mortgaged Property. Mortgagee may, at Mortgagee's discretion, have the Mortgaged Property inspected at any time and Mortgagor shall pay all costs incurred by Mortgagee in executing such inspection.

**6. Mortgagee's Right to Make Certain Payments.** In the event Mortgagor fails to pay or discharge the taxes, assessments, levies, liabilities, obligations and encumbrances, or fails to keep the Mortgaged Property insured or to deliver the policies, premiums paid, or fails to repair the Mortgaged Property as herein agreed, Mortgagee may at its option pay or discharge the taxes, assessments, levies, liabilities, and obligations and encumbrances or any part thereof, to procure and pay for such insurance or to make and pay for such repairs. Mortgagee shall have no obligation on its part to determine the validity or necessity of any payment thereof and any such payment shall not waive or affect any option, lien equity or right of Mortgagee under or by virtue of this Mortgage. The full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined, and together with such interest, shall be secured by the lien of this Mortgage. Nothing herein contained shall be construed as requiring Mortgagee to advance or expend monies for any of the purposes mentioned in this paragraph.

**7. Payment of Expenses.** Mortgagor shall pay all the costs, charges and expenses, including reasonable attorney's fees, disbursements and cost of abstracts of title, incurred or paid at any time by Mortgagee due to the failure on the part of Mortgagor promptly and fully to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of the Note and this Mortgage. Such costs, charges and expenses, shall be immediately due and payable, whether or not there be notice, demand, attempt to collect or suit pending. The full amount of each and every such payment shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined. All such costs, charges and expenses so incurred or paid together with such interest, shall be secured by the lien of this Mortgage and any other instrument securing the Note.

**8. After Acquired Property.** The lien of this Mortgage will automatically attach, without further act, to all after acquired property of whatever kind located in or on, or attached to, or used or intended to be used in connection with or in the operation of the Mortgaged Property.

**9. Additional Documents.** At all times this Mortgage is in effect, upon Mortgagee's request, Mortgagor shall make, execute and deliver or cause to be made, executed and delivered to Mortgagee and, where appropriate, shall cause to be recorded or filed and thereafter to be re-recorded or refilled at such time and in such places as shall be deemed desirable by Mortgagee any and all such further mortgages, instruments of further assurance, certificates and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, enlarge, perfect, or to continue and preserve the obligations of this Mortgage under the Note and this Mortgage and all other instruments securing the Note, and the lien of this Mortgage as a first and prior lien upon all the Mortgaged Property. Upon any failure by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record, or refile any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor. Mortgagor hereby irrevocably appoints Mortgagee agent and attorney-in-fact of Mortgagor to do all things necessary to effectuate or assure compliance with this paragraph.

**10. Event of Default.** Any one of the following shall constitute an event of default:

(a) Failure by Mortgagor to pay, as and when due and payable, any installments of principal or interest due under the Note, or any deposits for taxes and assessments or insurance premiums due hereunder, or any other sums to be paid by Mortgagor hereunder or under any other instrument securing the Note.

(b) Failure by Mortgagor to duly keep, perform and observe any other covenant, condition or agreement in the Note, this Mortgage, any other instrument securing the Note or any other instrument collateral to the Note or executed in connection with the sums secured hereby for a period of 10 days after Mortgagee gives written notice specifying the breach.



(c) If either Mortgagor or any guarantor or endorser of the Note: (i) files a voluntary petition in bankruptcy, (ii) is adjudicated a bankrupt or insolvent; or (iii) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution or similar relief for itself under any law relating to bankruptcy, insolvency or other relief for debtors, or (iv) seeks or consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, or (v) makes any general assignment for the benefit of creditors, or (vi) makes any admission in writing of its inability to pay its debts generally as they become due; or (vii) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Mortgagor or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state, or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive from the date of entry thereof; or (viii) any trustee, receiver or liquidator of Mortgagor of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, is appointed without the prior written consent of Mortgagee, which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive.

(d) Any breach of any warranty or material untruth of any representation of Mortgagor contained in the Note, this Mortgage or any other instrument securing the Note.

(e) The occurrence of any default under the terms of any mortgage or other security instrument which creates a lien or other security interest on or in the Mortgaged Property.

**11. Acceleration.** If an event of default shall have occurred, Mortgagee may declare the outstanding principal amount of the Note and the interest accrued thereon, and all other sums secured hereby, to be due and payable immediately. Upon such declaration such principal and interest and other sums shall immediately be due and payable without demand or notice.

**12. Remedies after Default.** Upon an event of default, Mortgagee may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to: (a) enforce payment of the Note or the performance of any term hereof or any other right; (b) foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property under the judgment or decree of a court or courts of competent jurisdiction; (c) collect all rents, issues, profits, revenue, income and other benefits from the Mortgaged Property; (d) appoint a receiver to enter upon and take possession of the Mortgaged Property and to collect all rents, issues, profits, revenue, income, and other benefits thereof and apply the same as a court may direct and such receiver shall have all rights and powers permitted under law; and (e) pursue any other remedy available to it including, but not limited to taking possession of the Mortgaged Property without notice or hearing to Mortgagor. Mortgagee shall take action either by such proceedings or by the exercise of its power with respect to entry or taking possession, or both, as Mortgagee may determine.

**13. No Waiver.** No delay or omission of Mortgagee or of any holder of the Note to exercise any right, power or remedy accruing upon any event of default shall exhaust or impair any such right, power or remedy or shall be construed to waive any event of default or to constitute acquiescence therein.

**14. Non-Exclusive Remedies.** No right, power or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage or any other instrument securing the Note is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other instrument securing the Note, now or hereafter existing at law, in equity or by statute.

**15. Successors and Assigns Bound.** Whenever one of the parties hereto is named or referred to herein, the heirs, successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage, or on behalf of Mortgagor or Mortgagee, shall bind and inure to the benefits of their respective heirs, successors and assigns, whether or not so expressed.

**16. Miscellaneous.** In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Mortgage or any other instrument securing the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note and any other instrument securing the Note shall be in no way affected, prejudiced or disturbed thereby.

**17. Attorney's Fees.** The term "attorney's fees" as used in this Mortgage includes any and all legal fees of whatever nature including, but not limited to, fees resulting from any appeal of an interlocutory order or final judgment or any other appellate proceeding arising out of any litigation.

**18. Future Advances.** This Mortgage is given to secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of Mortgagee, or otherwise, as are made within fifteen years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid balance so secured at one time shall not exceed twice the face amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property, with interest on such disbursements at the Default Rate, as hereafter defined.

**19. Obligation of Mortgagor.** Mortgagor shall pay the cost of releasing or satisfying this Mortgage of record.

**20. No Transfer.** It is understood and agreed by Mortgagor that as part of the inducement to Mortgagee to make the loan evidenced by the Note, Mortgagee has considered and relied on the credit worthiness and reliability of Mortgagor. Mortgagor covenants and agrees not to sell, convey, transfer, lease or further encumber any interest in or any part of the Mortgaged Property without the prior written consent of Mortgagee, and any such sale, conveyance, transfer, lease or encumbrance made without Mortgagee's prior written consent shall be void. If any person should obtain an interest in all or any part of the Mortgaged Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Mortgagor and an event of default hereunder.

**21. Default Rate.** The Default Rate shall be the highest rate permitted by applicable law.

**22. Changes to Mortgage.** All changes, alterations, deletions or additions to the substance of any paragraph in this Mortgage which have been agreed to between Mortgagor and Mortgagee have been initialed by Mortgagor as additional proof of Mortgagor's consent.

**23. Additional Paragraphs.** In the event Mortgagor and Mortgagee agree to further covenants in this Mortgage requiring an additional paragraph or paragraphs, such paragraph or paragraphs shall be attached to this Mortgage under the heading of "Rider" and shall be part of this Mortgage as if set out in full herein.

THE MORTGAGE UNDERSTANDS

TERMS OF THIS MORTGAGE

*Elizabeth Cooley*

*Prince H. Clausell*  
Prince H. Clausell  
*Rosie M. Clausell*  
Rosie M. Clausell

(Affix Seal if Applicable)

STATE OF FLORIDA )

COUNTY OF ESCAMBIA )

The foregoing instrument was acknowledged before me this 26th day of March, 1987 by Prince H. Clausell and Rosie M. Clausell, husband and wife, known to me, and known to me to be the individuals described by said names in and who executed the foregoing instrument and acknowledged that they executed the same for the uses and purposes therein set forth.



*Elizabeth Cooley*  
Notary Public, State of Florida at Large

My Commission Expires:

11-13-88

\*This paragraph must be completed prior to executing this Mortgage.

D. S. PD. \$ 112.50  
DATE Mar. 27, 1987  
JOE A. FLOWERS, COMPTROLLER  
BY *Enidana B. Flores* D.C.  
CERT. REG. #59-2043328-27-81

Received \$ 150.00 in  
payment of Taxes due on Class  
"C" Intangible Personal Property,  
pursuant to Florida Statutes

JOE A. FLOWERS,  
Comptroller  
Escambia County, Fla.

\*Previous edition of Star 78 may be used until supply is exhausted.

EXHIBIT "A"

**PARCEL I:**  
 LOTS Numbered 9 and 10 in Block 6 in Boley's S/D of Lot numbered 5 in the S half of the Maura Grant in Section 4, Township 2 S, R 30 W and also described as shown on Plat on file in the office of the Tax Assessor of Escambia County, Florida as follows: Commence at the intersection of the line of Leonard Street and the W line of Alcaniz Street and thence run North on the West line of Alcaniz Street 1760 Feet for the place of beginning, thence run West a distance of 125 feet, thence run North 60 feet, thence run East 125 feet, thence run South 60 feet to the place of beginning in said Lot 5 the said land having thereon the house known as 3403 N. Alcaniz Street.

**PARCEL II:**  
 Lot 11, Block 6, M. C. Boley Subdivision of Lot 5 of the Subdivision of the South 1/2 of Section 4, Township 2 South, Range 30 West, as per map on file in the office of the Tax Assessor of Escambia County, Florida, also described as follows: Begin at the North line of Leonard Street and the West line of Alcaniz Street; thence run north along the West line of Alcaniz Street a distance of 1730 Feet for a point of beginning; thence continue North along the West Line of Alcaniz Street 30 feet; thence run West parallel to Leonard Street 125 feet; thence run South and parallel to the West line of Alcaniz Street 30 feet to the North line of Tunis Street, thence run East along the North line of Tunis Street 125 feet to the point of beginning, lying and being in Lot 5, Subdivision of the South Half of Section 4, Township 2 South, Range 30 West.

**PARCEL III:**  
 Begin at the intersection of Leonard Street and the West line of Alcaniz Street, thence run North along the West line of Alcaniz Street a distance of 1820 feet for a point of beginning of this description; thence run West at right angles a distance of 125 feet to a stake, thence run North at right angles a distance of 60 feet to a stake, thence run East at right angles a distance of 125 feet to the West line of Alcaniz Street, thence run South along the West line of Alcaniz Street to the point of beginning. Lying and being in Lot 5 of the Subdivision of the South Half of Section 4, Township 2 South, Range 30 West, also described as Lots 7 and 8, Block 6 of the M. C. Boley Subdivision of the said described lot 5 a plat of same being on file in the office of the Tax Assessor of Escambia County, Florida.

LESS That portion of Parcel II taken for right of way purposes.

FILED AND RECORDED IN  
 THE PUBLIC RECORDS OF  
 ESCAMBA COUNTY, FLA. ON  
 MAR 27 11 22 AM '87  
 IN BOOK & PAGE NOTED ABOVE  
 AREA, FLORENCE, COMPTROLLER  
 ESCAMBA COUNTY

532939

Barnett Bank

2880 166  
Mortgage Modification Agreement

This Agreement, made effective as of the 1st day of April, 19 90, by and between Prince H. Clausell and Rosie M. Clausell (hereinafter referred to, jointly and severally if more than one, as "Mortgagor") and Barnett Bank of West Florida, P. O. Box 1192, Pensacola, FL 32595 ("Mortgagee").

WITNESSETH:

In consideration of the mutual covenants contained herein, the Mortgagor and Mortgagee agree that:

1. The unpaid principal balance of that certain promissory note dated March 26, 19 87, executed by Mortgagor in favor of Mortgagee in the original principal amount of Seventy Five Thousand Even (\$ 75,000.00) (which, together with any renewals thereof specified below is referred to as "Note"), which Note is secured by a mortgage dated March 26, 19 87, from Mortgagor to Mortgagee and recorded March 27, 19 87, in Volume 2372, page 42, of the official records of Escambia County, Florida (the "Mortgage"), encumbering the real and personal property described therein, which description by this reference is incorporated herein, is now due and payable. Previous renewals of the Note and Modifications of the Mortgage are indicated as follows:

2. The unpaid principal balance of the Note is \$ 59,522.83, free of defenses, setoffs, or counter-claims. Mortgagor wishes to renew the obligation by executing a renewal note dated April 1, 19 90, in the original principal amount of \$ 59,522.83, payable October 1, 1990 ("Renewal Note"), the terms of which are by this reference incorporated herein, and which shall continue to be secured by the Mortgage.

3. Mortgagor and Mortgagee agree that the Mortgage is hereby modified to describe the Note, as renewed, as the obligation secured thereby.

4. Notwithstanding anything to the contrary herein or in the Renewal Note or Mortgage, the lien and operation of the Mortgage shall continue in full force and effect except as modified by this agreement.

5. The Mortgagor covenants and agrees to perform, comply with, and abide by each and every one of the terms of the Renewal Note and Mortgage as modified hereby.

6. This agreement shall be binding upon and inure to the benefit of the heirs, legal representatives and assigns of the Mortgagor and to the successors and assigns of the Mortgagee.

In Witness Whereof, the parties have caused this agreement to be executed as of the date first above written.

Witnesses:

Susan K. Tillingham  
Jack H. Hays

Prince H. Clausell (SEAL)  
Rosie M. Clausell (SEAL)  
Accepted: Rosie M. Clausell

Barnett Bank of West Florida  
Jack H. Hays, SVP

1-0926  
FILED IN CURSED IN  
THE PUBLIC RECORDS OF  
THE STATE OF FLORIDA  
IN ESCAMBIA COUNTY  
JUL 9 2 38 PM '90  
IN BOOK & PAGE NOTED ABOVE  
FOR ALL OTHERS. COMPTROLLER  
OF ESCAMBIA COUNTY

The foregoing instrument was acknowledged before me this 1st day of April, 19 90, by Prince H. Clausell and Rosie M. Clausell

PREPARED BY:  
Jack H. Hays, SVP  
Barnett Bank of West Florida  
Attn: Commercial Loan Operations  
P. O. Box 1192  
Pensacola, FL 32595

Susan K. Tillingham  
Notary Public, State of Florida at Large  
My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA, MY COMMISSION EXPIRES MAY 22, 1994, BONDED THRU NOTARY PUBLIC UNDERWRITERS, INC. OCT 86 0600

State of Florida )  
County of Escambia )

The foregoing instrument was acknowledged before me this 1st day of April, 19 90, by Jack H. Hays of Barnett Bank of West Florida, a Senior Vice President on behalf of the Corporation

FLORIDA INTANGIBLE AND DOCUMENTARY  
STAMP TAX HAVE PREVIOUSLY BEEN PAID  
ON THE OBLIGATIONS SECURED HEREBY.  
THEREFORE, NO ADDITIONAL TAX IS DUE  
AND PAYABLE HEREON.

Susan K. Tillingham  
Notary Public, State of Florida at Large  
My Commission Expires: NOTARY PUBLIC, STATE OF FLORIDA, MY COMMISSION EXPIRES MAY 22, 1994, BONDED THRU NOTARY PUBLIC UNDERWRITERS, INC. OCT 86 0600





01771822499

## Mortgage Modification Agreement

29320-381

This Agreement, made effective as of the 1ST day of October, 19 90, by and between Prince H. Clausell, individually and d/b/a Prince Tire Company (hereinafter referred to, jointly and severally if more than one, as "Mortgagor") and Barnett Bank of West Florida, P.O. Box 1192, Pensacola, FL 32595 ("Mortgagee").

## WITNESSETH:

In consideration of the mutual covenants contained herein, the Mortgagor and Mortgagee agree that:

1. The unpaid principal balance of that certain promissory note dated March 26, 19 87, executed by Mortgagor in favor of Mortgagee in the original principal amount of SEVENTY FIVE THOUSAND & 0/100 (\$ 75,000.00) (which, together with any renewals thereof specified below is referred to as "Note"), which Note is secured by a mortgage dated March 26, 19 87, from Mortgagor to Mortgagee and recorded March 27, 19 87, in Volume 2372, page 42, of the official records of Escambia County, Florida (the "Mortgage"), encumbering the real and personal property described therein, which description by this reference is incorporated herein, is now due and payable. Previous renewals of the Note and Modifications of the Mortgage are indicated as follows:  
Commercial Promissory Note dated 4/1/90 i/a/o \$59,522.83

2. The unpaid principal balance of the Note is \$ 56,600.00, free of defenses, setoffs, or counter-claims. Mortgagor wishes to renew the obligation by executing a renewal note dated October 1, 19 90, in the original principal amount of \$56,600.00, payable April 1, 1991 ("Renewal Note"), the terms of which are by this reference incorporated herein, and which shall continue to be secured by the Mortgage.

3. Mortgagor and Mortgagee agree that the Mortgage is hereby modified to describe the Note, as renewed, as the obligation secured thereby.

4. Notwithstanding anything to the contrary herein or in the Renewal Note or Mortgage, the lien and operation of the Mortgage shall continue in full force and effect, except as modified by this agreement.

5. The Mortgagor covenants and agrees to perform, comply with, and abide by each and every one of the provisions of the Renewal Note and Mortgage, as modified hereby.

6. This agreement shall be binding upon and inure to the benefit of the heirs, legal representatives and assigns of the Mortgagor and to the successors and assigns of the Mortgagee.

In Witness Whereof, the parties have caused this agreement to be executed as of the date first above written.

Witnesses:

*Patricia Hays*  
Patricia Hays

Prince H. Clausell, individually, and  
d/b/a PRINCE TIRE COMPANY

By: *Prince H. Clausell* (SEAL)  
Prince H. Clausell,

Accepted By: *Rosie M. Clausell* (SEAL)  
Rosie M. Clausell,

Barnett Bank of West Florida

*Jack R. Hays, SVP*  
Jack R. Hays, SVP

State of Florida

County of Escambia

The foregoing instrument was acknowledged before me this 1ST day of October, 19 90, by Prince H. Clausell, individually and d/b/a PRINCE TIRE COMPANY

PREPARED BY:  
Jack R. Hays, SVP  
BARNETT BANK of West Florida  
ATTN: Commercial Loan Operations  
P.O. Box 1192  
Pensacola, FL 32595

Notary Public, State of Florida at Large

My Commission Expires:

State of Florida

County of Escambia

The foregoing instrument was acknowledged before me this 1ST day of October, 19 90, by Jack R. Hays, SVP of Barnett Bank of West Florida, a corporation, on behalf of the corporation.

FLORIDA INTANGIBLE AND DOCUMENTARY  
STAMP TAX HAVE PREVIOUSLY BEEN PAID  
ON THE OBLIGATIONS SECURED HEREBY.  
THEREFORE, NO ADDITIONAL TAX IS DUE  
AND PAYABLE HEREON.

Notary Public, State of Florida at Large



01771822499-3003M 379

## Mortgage Modification Agreement

This Agreement, made effective as of the 15TH day of April, 1991, by and between Prince H. Clausell, individually & d/b/a Prince Tire Company (hereinafter referred to, jointly and severally if more than one, as "Mortgagor"), and Barnett Bank of West Florida P.O. Box 1192, Pensacola, FL 32595 ("Mortgagee").

## WITNESSETH:

In consideration of the mutual covenants contained herein, the Mortgagor and Mortgagee agree that:

1. The unpaid principal balance of that certain promissory note dated March 26, 1987, executed by Mortgagor in favor of Mortgagee in the original principal amount of SEVENTY FIVE THOUSAND & 0/100 (\$75,000.00) (which, together with any renewals thereof specified below is referred to as "Note"), which Note is secured by a mortgage dated March 26, 1987, from Mortgagor to Mortgagee and recorded March 27, 1987, in Volume 2372, page 42, of the official records of Escambia County, Florida (the "Mortgage"), encumbering the real and personal property described therein, which description by this reference is incorporated herein, is now due and payable. Previous renewals of the Note and Modifications of the Mortgage are indicated as follows:  
Commercial Promissory Note dated 04/01/90 i/a/o \$59,522.83  
Commercial Promissory Note dated 10/01/90 i/a/o \$56,600.00

2. The unpaid principal balance of the Note is \$ 53,400.00, free of defenses, setoffs, or counterclaims. Mortgagor wishes to renew the obligation by executing a renewal note dated April 15, 1991, in the original principal amount of \$53,400.00, payable April 15, 1992 ("Renewal Note"), the terms of which are by this reference incorporated herein, and which shall continue to be secured by the Mortgage.

3. Mortgagor and Mortgagee agree that the Mortgage is hereby modified to describe the Note as renewed, as the obligation secured thereby.

4. Notwithstanding anything to the contrary herein or in the Renewal Note or Mortgage, the term and operation of the Mortgage shall continue in full force and effect except as modified by this agreement.

5. The Mortgagor covenants and agrees to perform, comply with, and abide by each and every one of the provisions of the Renewal Note and Mortgage, as modified hereby.

6. This agreement shall be binding upon and enforceable by the heirs, legal representatives and assigns of the Mortgagor and to the successors and assigns of the Mortgagee.

In Witness Whereof, the parties have caused this agreement to be executed as of the date first above written.

Witnesses

*Patricia White*

Prince H. Clausell, individually and  
d/b/a PRINCE TIRE COMPANY

*Prince H. Clausell* (SEAL)  
By: PRINCE H. CLAUSELL,

*Rosie M. Clausell* (SEAL)  
Accepted By: ROSIE M. CLAUSELL,

Barnett Bank of West Florida

*Jack R. Hays*  
Jack R. Hays, SVP

874822

State of Florida

County of Escambia

The foregoing instrument was acknowledged before me this 15TH day of April, 1991, by PRINCE H. CLAUSELL, and ROSIE M. CLAUSELL, of Prince H. Clausell, individually and d/b/a PRINCE TIRE COMPANY.

## PREPARED BY:

Jack R. Hays, SVP  
BARNETT BANK of West Florida  
ATTN: Commercial Loan Operations  
P.O. Box 1192  
Pensacola, FL 32595

State of Florida

County of Escambia

The foregoing instrument was acknowledged before me this 15TH day of April, 1991, by Jack R. Hays of West Florida a SVP of Barnett Bank of West Florida Corporation on behalf of the

FLORIDA INTANGIBLE AND DOCUMENTARY  
STAMP TAX HAVE PREVIOUSLY BEEN PAID  
ON THE OBLIGATIONS SECURED HEREBY.  
THEREFORE, NO ADDITIONAL TAX IS DUE  
AND PAYABLE HEREON.

My Commission Expires

Previous edition of Oct 80 may be used

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MORTGAGE MODIFICATION AGREEMENT

This Agreement, made effective as of the 1<sup>st</sup> day of April, 19 92, by and between Prince H. Clausell and Rosie M. Clausell (hereinafter referred to, jointly and severally if more than one, as "Mortgagor") and Barnett Bank of West Florida ("Mortgagee").

WITNESSETH:

In consideration of the mutual covenants contained herein, the Mortgagor and Mortgagee agree that:

1. The unpaid principal balance of that certain promissory note dated March 26, 19 87, executed by Mortgagor in favor of Mortgagee in the original principal amount of Seventy-Five Thousand Dollars and no specified below is referred to as "Note"), which Note is secured by a mortgage dated March 26, 1987, 19 87, from Mortgagor to Mortgagee and recorded March 27, 19 87, in Volume 2372, page 42, of the official records of Escambia County, Florida (the "Mortgage"), encumbering the real and personal property described therein, which description by this reference is incorporated herein, is now due and payable. Previous renewals of the Note and modifications of the Mortgage are indicated as follows:

Commercial note dated 3/26/87 i/a/o \$75,000; commercial note and modification dated 4/1/90 i/a/o \$59,522.83; commercial note and modification dated 4/15/91 i/a/o \$53,400.

2. The unpaid principal balance of the Note is \$ 45,600.02, free of defenses, setoffs, or counterclaims. Mortgagor wishes to renew the obligation by executing a renewal note dated April 15, 19 92, in the original principal amount of \$ 45,600.02, payable April 14, 1995 ("Renewal Note"), the terms of which are by this reference incorporated herein, and which shall continue to be secured by the Mortgage.

3. Mortgagor and Mortgagee agree that the Mortgage is hereby modified to describe the Note, as renewed, as the obligation secured thereby.

4. Notwithstanding anything to the contrary herein or in the Renewal Note or Mortgage, the lien and operation of the Mortgage shall continue in full force and effect except as modified by this agreement.

5. The Mortgagor covenants and agrees to perform, comply with, and abide by each and every one of the provisions of the Renewal Note and Mortgage, as modified hereby.

6. This agreement shall be binding upon and inure to the benefit of the heirs, legal representatives and assigns of the Mortgagor and to the successors and assigns of the Mortgagee.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first above written.

Patricia White  
Signature of WITNESS

Patricia White  
Type or Print Name of WITNESS

Wyona Babikow  
Signature of WITNESS

WYONA M. BABIKOW  
Type or Print Name of WITNESS

Prepared By: Patricia White  
Address: P. O. Box 1192  
Pensacola, FL 32595

Prince H. Clausell, Individually  
X Prince H. Clausell  
Rosie M. Clausell, Individually  
X Rosie M. Clausell

d/b/a Prince Tire Company  
Address: 3401 North Alameda Street  
Pensacola, FL 32503

Address:

Accepted:

Barnett Bank of West Florida  
By: Jack R. Hays, SVP/SCFO

Address: Barnett Bank of West Florida  
P. O. Box 1192  
Pensacola, FL 32595

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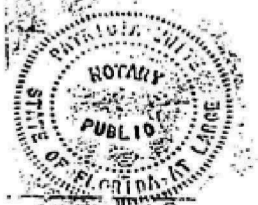
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STATE OF FLORIDA

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 15th day of April, 19 92, by Prince H. and Rosie M. Clausell



Patricia White  
Notary Public Signature, State of Florida at Large  
Commission # AA 673734

Patricia White  
Type or Print Name of Notary Public

My Commission Expires: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA,  
MY COMMISSION EXPIRES: MAY 11, 1995,  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

STATE OF FLORIDA

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 15th day of April, 19 92, by Jack R. Hays, Senior Vice President and Senior Credit Policy Officer of Barnett Bank of West Florida, a Florida Banking Corporation, on behalf of the Barnett Bank of West Florida

FLORIDA INTANGIBLE AND DOCUMENTARY  
STAMP TAX HAVE PREVIOUSLY BEEN PAID  
ON THE OBLIGATIONS SECURED HEREBY.  
THEREFORE, NO ADDITIONAL TAX IS DUE  
AND PAYABLE HEREON.

Patricia White  
Notary Public Signature, State of Florida at Large  
Commission # AA 673734

Patricia White  
Type or Print Name of Notary Public

My Commission Expires: \_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA,  
MY COMMISSION EXPIRES: MAY 11, 1995,  
BONDED THRU NOTARY PUBLIC UNDERWRITERS



NOTARY PUBLIC, STATE OF FLORIDA,  
MY COMMISSION EXPIRES: MAY 11, 1995,  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

ON 3034 3436N 448

01771822499



## MORTGAGE MODIFICATION AGREEMENT

This Agreement, made effective as of the 2ND day of Aug, 19 93, by and between Rosie M. Clausell, a widow (hereinafter referred to as "Mortgagee") and Barnett Bank of West Florida, 100 W. Garden Street, Pensacola, FL 32501 ("Mortgagee").

## WITNESSETH:

In consideration of the mutual covenants contained herein, the Mortgagor and Mortgagee agree that:

1. The unpaid principal balance of that certain promissory note dated March 26, 19 87 executed by Mortgagor in favor of Mortgagee in the original principal amount of SEVENTY FIVE THOUSAND AND NO 00/100 (\$ 75,000.00) (which, together with any renewals thereof specified below is referred to as "Note"), which Note is secured by a mortgage dated March 26, 19 87, from Mortgagor to Mortgagee and recorded March 27, 19 87 in Volume 2312, page 042, of the official records of ESCAMBIA County, Florida (the "Mortgage"), encumbering the real and personal property described therein, which description by this reference is incorporated herein, is now due and payable. Previous renewals of the Note and modifications of the Mortgage are indicated as follows:

Note and Mortgage Modification Agreement dated 04/01/90 i/a/o \$59,522.83.  
 Note and Mortgage Modification Agreement dated 10/01/90 i/a/o \$56,600.00.  
 Note and Mortgage Modification Agreement dated 04/15/91 i/a/o \$53,400.00.  
 Note and Mortgage Modification Agreement dated 04/15/92 i/a/o \$45,600.02.

2. The unpaid principal balance of the Note is \$ 34,294.42, free of defenses, setoffs, or counterclaims. Mortgagor wishes to renew the obligation by executing a renewal note dated Aug 2, 19 93, in the original principal amount of \$ 34,294.42, payable August 2, 1996 ("Renewal Note"), the terms of which are by this reference incorporated herein, and which shall continue to be secured by the Mortgage.

3. Mortgagor and Mortgagee agree that the Mortgage is hereby modified to describe the Note, as renewed, as the obligation secured thereby.

4. Notwithstanding anything to the contrary herein or in the Renewal Note or Mortgage, the lien and operation of the Mortgage shall continue in full force and effect except as modified by this agreement.

5. The Mortgagor covenants and agrees to perform, comply with, and abide by each and every one of the provisions of the Renewal Note and Mortgage, as modified hereby.

6. This agreement shall be binding upon and inure to the benefit of the heirs, legal representatives and assigns of the Mortgagor and to the successors and assigns of the Mortgagee.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the date first above written.

Julia A. McCubrick  
 Signature of WITNESS  
Julia A. McCubrick  
 Type or Print Name of WITNESS

Rosie M. Clausell  
 Rosie M. Clausell  
 Address: 3401 North Alcaniz Street  
Pensacola, FL 32503

Brian P. Bell  
 Signature of WITNESS  
Brian P. Bell  
 Type or Print Name of WITNESS

Accepted:  
Barnett Bank of West Florida  
Jack R. Hays, SVP Brian P. Bell, AVP  
 Address: 100 W. Garden Street  
Pensacola, FL 32501

Prepared By: Lisa A. McElroy  
 Return to: BARNETT BANK  
 Address: ATTN: Commercial Loan Admin.  
P.O. BOX 1192  
Pensacola, FL 32595-1192

3436N 449

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4TH day of AUGUST  
 19 93, by ROSIE M. CLAUDELL, WHO IS KNOWN TO ME AND  
DID NOT TAKE AN OATH.



Juli Ann Mc Cormick  
 Notary Public Signature, State of Florida at Large  
JULI ANN Mc CORMICK  
 Type or Print Name of Notary Public

My Commission Expires: 3/2/96

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me this 4th day of August  
 19 93, by Brian P. Bell, ACP  
Barnett Bank of West FL a Banking Association  
 on behalf of the Bank

FLORIDA INTANGIBLE AND DOCUMENTARY  
 STAMP TAX HAVE PREVIOUSLY BEEN PAID  
 ON THE OBLIGATIONS SECURED HEREBY.  
 THEREFORE, NO ADDITIONAL TAX IS DUE  
 AND PAYABLE HEREON.

Kathryn Petcher  
 Notary Public Signature, State of Florida at Large  
Kathryn Petcher  
 Type or Print Name of Notary Public

My Commission Expires: 11-24-93

671880  
 FILED & RECORDED IN  
 PUBLIC RECORDS OF  
 ESCAMBIA COUNTY, FLORIDA  
 SEP 22 3 58 PM '93  
 IN BACK PAGE NOTED  
 ABOVE & VERIFIED  
 JOE A. FLOWERS  
 COUNTY CLERK  
 ESCAMBIA COUNTY

3745

DR BK 4075 PG1925  
Escambia County, Florida  
INSTRUMENT 96-343799

**WHEN RECORDED MAIL TO:**

**BARNETT BANK, N.A.**  
P.O. Box 40329  
Jacksonville, FL 32203-0329

**This Mortgage prepared by:**

**Name:** Debbie Lovejoy  
**Company:** Barnett Bank, N.A.  
**Address:** P.O. Box 40329, Jacksonville, Florida 32203-0329

**AMENDED AND RESTATED MORTGAGE**

Florida documentary stamps and intangible taxes required to be paid on the indebtedness secured hereby have been paid and are either affixed to the original mortgage or the proper legend has been stated on the original mortgage, dated 03-26-1987, and recorded in Official Record Book 2372 at Page 42 of the Public Records of Escambia County, Florida.

**THIS AMENDED AND RESTATED MORTGAGE IS DATED OCTOBER 17, 1996, between Rosie M. Clausell, whose address is 3013 N Roosevelt Street, Pensacola, FL 32503 (referred to below as "Grantor"); and BARNETT BANK, N.A., whose address is P.O. BOX 40329, JACKSONVILLE, FL 32203-0329 (referred to below as "Lender").**

**Mortgage Modification.** This amended and restated mortgage (the "Mortgage Modification") secures the same indebtedness secured by that certain Mortgage dated 03-26-1987 recorded in Official Record Book 2372, at page 42 of the Public Records of Escambia County, Florida, (the "Original Mortgage") and is not a novation. The Original Mortgage shall remain binding upon Mortgagor in strict accordance with respect to terms thereof; provided the Mortgage Modifications shall govern in the event of any conflict in terms or interpretation, except with respect to matters affecting the priority of liens or security interests and in all such matters affecting priorities of the Original Mortgage shall govern.

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, Rents, insurance policies and proceeds and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, together with each and every tenement, hereditament, right, power, privilege and immunity thereunto belonging or in anyway appertaining and the reversion and reversions, remainder and remainders, and also all the estate, right, title, interest, homestead, right of dower, separate estate, property, possession and claim whatsoever in law as well as in equity of Grantor, in and to the same in every part and parcel thereof unto Lender in fee simple; located in Escambia County, State of Florida (the "Real Property"):

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE**

**The Real Property or its address is commonly known as 3401 N Alcaniz Street, Pensacola, FL .**

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage. Terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code. All references to dollar amounts shall mean amounts in lawful money of the United States of America.

**Grantor.** The word "Grantor" means **Rosie M. Clausell**. The Grantor is the mortgagor under this Mortgage.

**Guarantor.** The word "Guarantor" means and includes without limitation each and all of the guarantors, sureties, and accommodation parties in connection with the Indebtedness.

**Improvements.** The word "Improvements" means and includes without limitation all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and Related Documents and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Mortgage, together with interest on such amounts as provided in this Mortgage. Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor within twenty (20) years of the date of this Mortgage, together with all interest thereon; however, in no event shall such future advances (excluding interest) exceed in the aggregate



OR BK 4075 P61926  
Escambia County, Florida  
INSTRUMENT 96-343799

10-17-1996  
Loan No 01771822499

**MORTGAGE**  
(Continued)

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\$43,905.12. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$65,857.88, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

**Lender.** The word "Lender" means BARNETT BANK, N.A., its successors and assigns. The Lender is the mortgagee under this Mortgage.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender, and includes without limitation all assignments and security interest provisions relating to the Personal Property and Rents.

**Note.** The word "Note" means the Promissory Note from Borrower to Lender dated March 26, 1987, in the original principal amount of \$75,000.00 of which \$21,952.56 is being renewed. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the property, interests and rights described above in the "Grant of Mortgage" section.

**Related Documents.** The words "Related Documents" mean and include without limitation all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, leases, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ALL OBLIGATIONS OF GRANTOR UNDER THIS MORTGAGE AND THE RELATED DOCUMENTS. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due, and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until an Event of Default occurs, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Hazardous Substances.** The terms "hazardous waste," "hazardous substance," "disposal," "release," and "threatened release," as used in this Mortgage, shall have the same meanings as set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 49 U.S.C. Section 6901, et seq., or other applicable state or Federal laws, rules, or regulations adopted pursuant to any of the foregoing. The terms "hazardous waste" and "hazardous substance" shall also include, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos. Grantor represents and warrants to Lender that: (a) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous waste or substance by any person on, under, or about the Property; (b) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (i) any use, generation, manufacture, storage, treatment, disposal, release, or threatened release of any hazardous waste or substance by any prior owners or occupants of the Property or (ii) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (c) Except as previously disclosed to and acknowledged by Lender in writing, (i) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of, or release any hazardous waste or substance on, under, or about the Property and (ii) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation those laws, regulations, and ordinances described above. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for hazardous wastes and substances. Grantor hereby (a) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws, and (b) agrees to fully and promptly pay, perform, discharge and defend, indemnify and hold harmless Lender against any and all claims, orders, demands, causes of action, proceedings, judgments, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), soil, gravel or rock products without the prior written consent of Lender.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without the prior written consent of



OR BK 4075 P61927  
Escambia County, Florida  
INSTRUMENT 96-343799

10-17-1996  
Loan No 01771822499

**MORTGAGE**  
(Continued)

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**Lender.** As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Subsequent Liens.** Grantor shall not allow any subsequent liens or mortgages on all or any portion of the Property without the prior written consent of Lender.

**Lender's Right to Enter.** Lender and its agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including but not limited to the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon nor leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at its option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without the Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest therein; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of Real Property interest. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Florida law.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are a part of this Mortgage.

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Mortgage, except for the lien of taxes and assessments not due, and except as otherwise provided in the following paragraph.

**Right To Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage.

**Maintenance of Insurance.** Grantor shall procure and maintain an all risks insurance policy (including wind damage and fire insurance) with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Should the Real Property at any time become located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, to the extent such insurance is required by Lender and is or becomes available, for the term of the loan and for the full unpaid principal balance of the loan, or the maximum limit of coverage that is available, whichever is less. Grantor acknowledges and agrees that if Grantor fails to provide the required insurance or fails to continue such insurance in force, Lender may do so at Grantor's expense. The cost of any such insurance, at the option of Lender, shall be (a) payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, (c) be treated as a balloon payment which will be due and payable at the Note's maturity, or (d) any combination of (a), (b) or (c).

**GRANTOR ACKNOWLEDGES THAT IF LENDER SO PURCHASES ANY SUCH INSURANCE, THE INSURANCE MAY PROVIDE LIMITED PROTECTION AGAINST PHYSICAL DAMAGE TO THE REAL PROPERTY, UP TO THE BALANCE OF THE NOTE; HOWEVER, GRANTOR'S EQUITY IN THE REAL PROPERTY MAY NOT BE INSURED. IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS.**

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at its election, apply the proceeds

OR BK 4075 PG1928  
Escambia County, Florida  
INSTRUMENT 96-343799

10-17-1996  
Loan No 01771822499

**MORTGAGE**  
(Continued)

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to the reduction of the indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default hereunder. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to prepay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor.

**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

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

**EXPENDITURES BY LENDER.** If Grantor fails to comply with any provision of this Mortgage, or if any action or proceeding is commenced that would materially affect Lender's interests in the Property, Lender on Grantor's behalf may, but shall not be required to, take any action that Lender deems appropriate. Any amount that Lender expends in so doing will bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses, at Lender's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of the default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**REAPPRAISAL.** Notwithstanding any term or provision hereof to the contrary, if at any time and for any reason Lender in its sole discretion determines that the value of the Property may have declined or be less than Lender previously anticipated, within sixty (60) calendar days from Lender's written notice to Grantor thereof, Lender may order a current appraisal of the Property in form and content as required by Lender from an appraiser designated by Lender. Said appraisal will be provided at Grantor's sole cost and expense. Grantor will promptly pay said appraisal expense upon receipt of billing. If Grantor shall fail to promptly pay said billing, Lender may take such actions as set forth in the "Expenditures By Lender" provision herein. Grantor shall cooperate fully with any such appraiser and provide all such documents and information as such appraiser may request in connection with such appraiser's performance and preparation of such appraisal. If the appraised value of the Property falls below the maximum amount that is or may be outstanding under the indebtedness, Grantor will, by the close of business on the next business day after Lender has sent written notice to Grantor of the deterioration of the Property value, either (a) reduce the amount of the indebtedness to an amount required by Lender or (b) grant additional collateral of a type and in an amount acceptable to Lender. Grantor's failure to promptly and fully comply with Lender's requirements under this provision shall, without further notice, constitute an Event of Default under this Mortgage and under any indebtedness.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage.

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**CONDEMNATION.** The following provisions relating to condemnation of the Property are a part of this Mortgage.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award (including any claims, rights of action and proceeds). Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments as may be requested by it from time to time to permit such participation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all intangible personal property taxes, documentary stamp taxes, fees, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (a) a specific tax, including without limitation an intangible personal

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property tax, upon this type of Mortgage or upon all or any part of the indebtedness secured by this Mortgage; (b) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the indebtedness secured by this type of Mortgage; (c) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (d) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default (as defined below), and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (a) pays the tax before it becomes delinquent, or (b) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

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

**Security Agreement.** This instrument shall constitute a security agreement to the extent any of the Property constitutes fixtures or other personal property, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall execute financing statements and take whatever other action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall assemble the Personal Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party), from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code), are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage.

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (a) the obligations of Grantor under the Note, this Mortgage, and the Related Documents, and (b) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or agreed to the contrary by Lender in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the indebtedness, including without limitation all future advances, when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**DEFAULT.** Each of the following, at the option of Lender, shall constitute an event of default ("Event of Default") under this Mortgage:

**Default on Indebtedness.** An event of default as defined in the Note or demand for payment in full of the Note.

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

**Compliance Default.** Failure to comply with any other term, obligation, covenant or condition contained in this Mortgage, the Note or in any of the Related Documents.

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

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

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

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

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

**Creditor Proceedings.** Commencement of foreclosure, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against the Collateral or any other collateral securing the indebtedness. This includes a garnishment of any of Grantor's deposit accounts with Lender. However, the Event of Default shall not apply if there is a good faith dispute by

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Grantor as to the validity or reasonableness of the claim which is the basis of the creditor proceeding and if Grantor gives Lender written notice of the creditor proceeding and deposits with Lender monies or a surety bond for the creditor proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

**Forfeiture.** The filing of formal charges under any federal or state law against Grantor or the Property which forfeiture is a potential penalty. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the proceeding and if Grantor gives Lender written notice of the proceeding and deposits with Lender monies or a surety bond for the proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

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

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

**Insecurity.** Lender in good faith deems itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of any Event of Default and at any time thereafter, Lender, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (a) pay a reasonable rental for the use of the Property, or (b) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition.

**Waiver; Election of Remedies.** A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect Lender's right to declare a default and exercise its remedies under this Mortgage.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as reasonable attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Lender that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Note. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**Reappraisal.** Lender may, at any time and from time to time, order a current appraisal of the Property in form and content as required by Lender from an appraiser designated by Lender. Said appraisal will be provided at Grantor's sole cost and expense. Grantor will promptly pay said appraisal expense upon receipt of billing. If Grantor fails to promptly pay said billing, Lender may take such actions as set forth in the "Expenditures By Lender" provision herein. Grantor shall cooperate fully with any such appraiser and provide all such documents and information as such appraiser may request in connection with such appraiser's performance and preparation of such appraisal.

**NOTICES TO GRANTOR AND OTHER PARTIES.** Any notice under this Mortgage, including without limitation any notice of default and any notice of sale, may be given manually or by mail or courier service. Notice given by registered or certified mail is deemed given when deposited in the United States mail, properly directed to the intended recipient's address shown near the beginning of this Mortgage and with postage fully prepaid. Notice otherwise given is deemed given when actually received by the recipient or when delivered to the address to which properly sent. Any party may change its address for notices under this Mortgage by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. If more than one person constitutes Grantor, notice given to either or any of them is deemed given to both or all of them.

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

**Amendments.** This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage and supersedes all prior understandings and correspondence, oral or written, with respect to the subject matter hereof. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

**Annual Reports.** If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require and such other financial information relating to the Property as Lender may request, including but not limited to rent rolls. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

**Applicable Law.** This Mortgage shall be governed by and construed in accordance with the laws of the State of Florida.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Severability.** If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

**Successors and Assigns.** Subject to the limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

**Time.** Time is of the essence of all requirements of Grantor herein.

**Waivers and Consents.** Lender shall not be deemed to have waived any rights under this Mortgage (or under the Related Documents) unless such waiver is in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by any party of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's right otherwise to demand strict compliance with that provision or any other provision. No prior waiver by Lender, nor any course of dealing between Lender and Grantor, shall constitute a waiver of any of Lender's rights or any of Grantor's obligations as to any future transactions. Whenever consent by Lender is required in this Mortgage, the granting of such consent by Lender in any instance shall not constitute continuing consent to subsequent instances where such consent is required.

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

**WITNESSES:**

x Philip R. Clausell  
PRINT NAME  
x Philip R. Clausell  
PRINT NAME

Brian P. Bell  
Brian P. Bell

**GRANTOR:**

x Rosie M. Clausell  
Rosie M. Clausell

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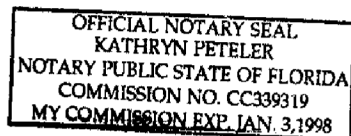
**MORTGAGE**  
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**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Florida )  
 ) ss  
COUNTY OF ESCAMBIA )

The foregoing instrument was acknowledged before me this 25th day of October, 1996 by Rosie M. Clausell, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did / did not take an oath.



Kathryn Peteler  
(Signature of Person Taking Acknowledgment)

**PRINT NAME:**

\_\_\_\_\_  
(Name of Acknowledger Typed, Printed or Stamped)

\_\_\_\_\_  
(Title or Rank)

\_\_\_\_\_  
(Serial Number, if any)

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## EXHIBIT "A"

PARCEL I:

LOTS numbered 9 and 10 in Block 6 in Boley's S/D of Lot numbered 5 in the S half of the Maura Grant in Section 4, Township 2 S, R 30 W and also described as shown on Plat on file in the office of the Tax Assessor of Escambia County, Florida as follows: Commence at the intersection of the N Line of Leonard Street and the W line of Alcaniz Street and thence run North on the West line of Alcaniz Street, 1760 Feet for the place of beginning, thence run West a distance of 125 feet, thence run North 60 feet, thence run East 125 feet, thence run South 60 feet to the place of beginning in said Lot 5 the said land having thereon the house known as 3403 N. Alcaniz Street.

PARCEL II:

Lot 11, Block 6, M. C. Boley Subdivision of Lot 5 of the Subdivision of the South  $\frac{1}{2}$  of Section 4, Township 2 South, Range 30 West, as per map on file in the office of the Tax Assessor of Escambia County, Florida, also described as follows: Begin at the North line of Leonard Street and the West line of Alcaniz Street; thence run north along the West line of Alcaniz Street a distance of 1730 feet for a point of beginning; thence continue North along the West Line of Alcaniz Street 30 feet; thence run West parallel to Leonard Street 125 feet; thence run South and parallel to the West line of Alcaniz Street 30 feet to the North line of Tunis Street, thence run East along the North line of Tunis Street 125 feet to the point of beginning, lying and being in Lot 5, Subdivision of the South Half of Section 4, Township 2 South, Range 30 West.

PARCEL III:

Begin at the intersection of Leonard Street and the West line of Alcaniz Street, thence run North along the West line of Alcaniz Street a distance of 1820 feet for a point of beginning of this description; thence run West at right angles a distance of 125 feet to a stake, thence run North at right angles a distance of 60 feet to a stake, thence run East at right angles a distance of 125 feet to the West line of Alcaniz Street, thence run South along the West line of Alcaniz Street to the point of beginning. Lying and being in Lot 5 of the Subdivision of the South Half of Section 4, Township 2 South, Range 30 West, also described as Lots 7 and 8, Block 6 of the M. C. Boley Subdivision of the said described lot 5 a plat of same being on file in the office of the Tax Assessor of Escambia County, Florida.

LESS That portion of Parcel II taken for right of way purposes.

RCD Nov 25, 1996 12:55 pm  
Escambia County, Florida

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 96-343799



DR BK 4364 PG0971  
Escambia County, Florida  
INSTRUMENT 99-573614

This document was prepared by and  
after recording, please return to:  
Ronald B. Cohn, Esquire  
P.O. Box 3424  
Tampa, Florida 33601-3424

above area for recording information

### NOTICE OF NOTE RENEWAL AND MORTGAGE MODIFICATION AGREEMENT

**THIS NOTICE OF NOTE RENEWAL AND MORTGAGE MODIFICATION AGREEMENT** (the "Modification") is made this 20<sup>th</sup> day of January, 1999 by **ROSIE M. CLAUSELL** ("Borrower"), in favor of **NATIONSBANK, N.A.**, successor by merger to Barnett Bank, N.A., formerly known as Barnett Bank of Jacksonville, N.A., successor by merger to Barnett Bank of West Florida ("NationsBank"), whose address is 101 North Tryon Street, Seventh Floor, Charlotte, North Carolina 28202 and shall be effective as of August 2, 1998 (the "Effective Date"). (All references to the parties herein shall include their heirs, personal representatives, successors, and assigns; and when applicable the singular shall include the plural).

#### RECITALS

1. This Modification relates to that certain Commercial Promissory Note in the original principal amount of \$75,000.00 (the "Original Note"), executed by Prince H. Clausell, Individually and d/b/a/ Prince Tire Company and Rosie M. Clausell (together, the "Original Borrowers") and delivered to NationsBank's predecessor in interest, Barnett Bank of West Florida ("Barnett") dated March 26, 1987, as renewed, extended and modified by that certain renewal Commercial Promissory Note (the "First Renewal Note") in the original principal amount of \$59,522.83, executed by the Original Borrowers and delivered to Barnett dated April 1, 1990, as further renewed, extended and modified by that certain renewal Commercial Promissory Note (the "Second Renewal Note") in the original principal amount of \$56,600.00, executed by the Original Borrowers and delivered to Barnett dated October 1, 1990, as further renewed, extended and modified by that certain renewal Commercial Promissory Note (the "Third Renewal Note") in the original principal amount of \$53,400.00, executed by the Original Borrowers and delivered to Barnett dated April 15, 1991, as further renewed, extended and modified by that certain renewal Commercial Promissory Note (the "Fourth Renewal Note") in the original principal amount of \$45,600.02, executed by the Original Borrowers and delivered to Barnett dated April 15, 1992, as further renewed, extended and modified by that certain renewal Commercial Promissory Note (the "Fifth Renewal Note") in the original principal amount of \$34,294.42, executed by Rosie M. Clausell, Individually and d/b/a Prince Tire Company ("Borrower") and delivered to Barnett dated August 2, 1993, as further renewed, extended and modified by that certain renewal Promissory Note (the "Sixth Renewal Note") in the original principal amount of \$21,952.56, executed by the Borrower and delivered to NationsBank's predecessor in interest, Barnett Bank, N.A. dated October 17, 1996. The Original Note, First Renewal Note Second Renewal Note, Third Renewal Note, Fourth Renewal Note, Fifth Renewal Note and Sixth Renewal Note shall hereinafter be collectively referred to as the "Note".

2. The indebtedness created by the Note, and all renewals, extensions, and modifications thereof and related thereto, is secured by that certain Mortgage and Security Agreement (the "Original Mortgage") executed by the Original Borrowers and delivered to Barnett dated March 26, 1987 and filed for record on March 27, 1987 in Official Records Book 2372, Page 42, Public Records of Escambia County, Florida, as modified by that certain Mortgage Modification Agreement (the "First Modification") executed by the Original Borrowers and delivered to Barnett dated April 1, 1990 and filed for record on July 9, 1990 in Official Records Book 2880, Page 166, Public Records of Escambia County, Florida, as further modified by that certain Mortgage Modification Agreement (the "Second Modification") executed by the Original Borrowers and delivered to Barnett dated October 1, 1990 and filed for record on November 6, 1990 in Official Records Book 2932, Page 381, Public Records of Escambia County, Florida, as further modified by that certain Mortgage Modification Agreement (the "Third Modification") executed by the Original Borrowers and delivered to Barnett dated April 15, 1991 and filed for record on May 10, 1991 in Official Records Book 3003, Page 379, Public Records of Escambia County, Florida, as further modified by that certain Mortgage Modification Agreement (the



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Escambia County, Florida  
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"Fourth Modification") executed by the Original Borrowers and delivered to Barnett dated April 15, 1992 and filed for record on May 21, 1992 in Official Records Book 3177, Page 840, Public Records of Escambia County, Florida, as further modified by that certain Mortgage Modification Agreement (the "Fifth Modification") executed by the Borrower and delivered to Barnett dated August 2, 1993 and filed for record on September 22, 1993 in Official Records Book 3436, Page 448, Public Records of Escambia County, Florida, as further Amended and restated by that certain Amended and Restated Mortgage (the "Amended Mortgage") executed by the Borrower and delivered to Barnett dated October 17, 1996 and filed for record on November 25, 1996 in Official Records Book 4075, Page 1925, Public Records of Escambia County, Florida. The Original Mortgage, First Modification, Second Modification, Third Modification, Fourth Modification, Fifth Modification and Amended Mortgage shall hereinafter be collectively referred to as the "Mortgage".

Failure to list any document securing payment of this obligation shall not impair NationsBank's rights thereunder.

3. The Mortgage cover the real property and improvements located in Escambia County, Florida as more specifically described as follows (the "Property"):

**See Exhibit "A" attached hereto and incorporated herein.**

4. As of the date of this Modification, Borrower is the sole fee simple title owner of the Property.

5. Pursuant to the terms thereof, the Mortgage was delivered to secure the performance by the Borrower of all covenants and conditions of the Note, as well as extensions, future advances, renewals and modifications thereof.

6. Borrower has requested that NationsBank renew, extend and modify the Note, and NationsBank has agreed to renew, extend and modify the Note under the terms and conditions set forth in that certain Renewal Promissory Note (the "Renewal Note") in the original principal amount of \$11,803.31, executed of even date with this Modification, the terms and conditions of which are hereby incorporated herein by reference.

7. As a material consideration for the modification of the Note, the Borrower further expressly acknowledges and agrees that Borrower has no defenses, counterclaims, setoffs or rights of action of any nature whatsoever against NationsBank arising out of the Note, the Mortgage or any of the loan documents related thereto. However, to the extent such defenses, counterclaims, setoffs or rights of action may exist, they are hereby specifically and expressly waived by Borrower. Borrower hereby forever releases, remises, acquits and discharges NationsBank and its agents, employees, attorneys, officers, directors, shareholders, heirs, personal representatives, successors and assigns from any and all obligations, liabilities, claims, debts, demands, damages, accounts, rights, costs, expenses, compensation, suits and causes of action, known or unknown, foreseen or unforeseen, negligent or intentional, that Borrower, Borrower's agents, employees, partners, officers, directors, shareholders, heirs, personal representatives, successors and assigns have ever had, now have or may have against NationsBank from the beginning of time through the date hereof.

**FOR VALUE RECEIVED, the receipt and sufficiency of which is hereby acknowledged, BORROWER AND NATIONS BANK, THEREFORE, AGREE AS FOLLOWS:**

A. The above Recitals are hereby incorporated and made an integral part of this Modification.

B. Borrower shall pay the entire principal balance, outstanding interest and any other amounts owed by Borrower under the Note, as renewed, extended and modified by the Renewal Note, on or before November 1, 2000, at which time the entire principal balance and accrued interest and other charges due under the Note, as renewed, extended and modified by the Renewal Note, shall be fully due and payable.

C. Borrower agrees that the Mortgage is hereby modified to describe the Note, as renewed, extended and modified by the Renewal Note, as a secured obligation. Wherever the term "Note" is used in the Mortgage, as further modified hereby, it shall be deemed to include the Note, as renewed, extended and modified by the Renewal Note.

DR BK 4364 PG0973  
Escambia County, Florida  
INSTRUMENT 99-573614

D. All provisions of the Note and the Mortgage not inconsistent with the Renewal Note and this Modification shall continue in full force and effect.

E. Borrower expressly agrees that this Modification shall not operate as a novation of the Note or the Mortgage.

F. Borrower intends for the lien created by the Mortgage to retain its original priority.

G. Borrower covenants and agrees to perform, comply with, and abide by each and every one of the provisions of the Mortgage, as hereby modified.

H. Borrower agrees to pay any taxes, fees and costs which may result from this transaction.

I. Nothing herein shall be construed as creating any obligation or duty whatsoever on the part of NationsBank to extend or further renew or modify the term of the Note or the Mortgage, and Borrower expressly acknowledges that Borrower has not relied on the granting of such an extension, modification or renewal in entering into this Modification.

J. Notwithstanding any term or provision hereof to the contrary, if at any time and for any reason NationsBank in its sole discretion determines that the value of the Property may have declined or be less than NationsBank had previously anticipated, within thirty (30) days from NationsBank's written request to Borrower therefor, Borrower shall provide to NationsBank, at Borrower's sole cost and expense, a current appraisal of the Property to be ordered by NationsBank from an appraiser designated by NationsBank and in form and content as required by NationsBank. Borrower shall cooperate fully with any such appraiser and provide all such documents and information as such appraiser may request in such appraisal. Borrower's failure to promptly and fully comply with NationsBank's requirements hereunder shall, without further notice, constitute an event of default under this Modification, the Renewal Note and related loan documents.

K. Borrower and NationsBank, through its acceptance of this Modification, hereby knowingly and voluntarily WAIVE THE RIGHT TO TRIAL BY JURY in any action or proceeding for the pursuit, assertion or resolution of any claim or defense that has been asserted or may ever be asserted or assertable by Borrower or NationsBank under the Note, Renewal Note, the Mortgage, this Modification or under any law or theory governing the relationship between the parties. This WAIVER OF JURY TRIAL shall extend to all matters between the parties and shall be unconditional and absolute. In the event that any collateral matter is judicially determined to be outside the scope of this waiver of jury trial or if this waiver of jury trial is determined to be unenforceable in any degree, then this waiver of jury trial shall be automatically modified to encompass all such matters so that no matter involving Borrower and NationsBank shall be susceptible to trial by jury.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the day and year first set forth above.

Signed, sealed and delivered  
In the presence of:

Witness: [Signature]  
Name: [Signature]  
Witness: [Signature]  
Name: [Signature]

**BORROWER:**

[Signature]  
**ROSIE M. CLAUSELL**

**LENDER:**

**NATIONSBANK, N.A.**, successor by merger to Barnett Bank, N.A., formerly known as Barnett Bank of Jacksonville, N.A., successor by merger to Barnett Bank of West Florida

By: [Signature]  
As Its: SVP

Witness: [Signature]  
Name: Lois M. Williams  
Witness: [Signature]  
Name: Shawn R. [Signature]

(ACKNOWLEDGEMENTS APPEAR ON FOLLOWING PAGE)

OR BK 4364 PG0974  
Escambia County, Florida  
INSTRUMENT 99-573614

STATE OF FLORIDA )  
COUNTY OF Orange )

The foregoing instrument was acknowledged before me this 11 day of January, 1999, by Rosie M. Clause. Such person did not take an oath and; (Notary must check applicable box)

☒ is personally known to me.

☐ produced a current Florida driver's license as identification.

☐ produced \_\_\_\_\_ as identification.

(Notary Seal must be affixed)

Odise Gilmore  
My Commission CC714610  
Expires February 8, 2002  
My Commission Expires:

2/8/02

[Signature]  
Notary Public (signature)

Odise G. Gilmore  
Notary Public (name typed/printed)

STATE OF NORTH CAROLINA )  
COUNTY OF MECKLENBURG )

The foregoing instrument was acknowledged before me this 20th day of January, 1999, by Michael R. Wilnot, as Sr. Vice President of NationsBank, N.A., on behalf of the corporation, who (Notary must check applicable box)

☒ is personally known to me.

☐ produced a current \_\_\_\_\_ driver's license as identification.

☐ produced \_\_\_\_\_ as identification.

(Notary Seal must be affixed)

My Commission Expires:

[Signature]  
Notary Public (signature)

Alison M. Archer  
Notary Public (name typed/printed)

My Commission Expires September 27, 2003



OR BK 4364 PG0975  
Escambia County, Florida  
INSTRUMENT 99-573614

RCD Jan 26, 1999 03:25 pm  
Escambia County, Florida

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 99-573614

**PARCEL I:**

~~LOTS~~ Numbered 9 and 10 in Block 6 in Boley's S/D of Lot numbered 5 in the S half of the Maure Grant in Section 4, Township 2 S, R 30 W and also described as shown on Plat on file in the office of the Tax Assessor of Escambia County, Florida as follows: Commence at the intersection of the N Line of Leonard Street and the W line of Alcaniz Street and thence run North on the West line of Alcaniz Street; 1760 Feet for the place of beginning, thence run West a distance of 125 feet, thence run North 60 feet, thence run East 125 feet, thence run South 60 feet to the place of beginning in said Lot 5 the said land having thereon the house known as 3403 N. Alcaniz Street.

**PARCEL II:**

Lot 11, Block 6, M. C. Boley Subdivision of Lot 5 of the Subdivision of the South  $\frac{1}{2}$  of Section 4, Township 2 South, Range 30 West, as per map on file in the office of the Tax Assessor of Escambia County, Florida, also described as follows: Begin at the North line of Leonard Street and the West line of Alcaniz Street; thence run north along the West line of Alcaniz Street a distance of 1730 feet for a point of beginning; thence continue North along the West Line of Alcaniz Street 30 feet; thence run West parallel to Leonard Street 125 feet; thence run South and parallel to the West line of Alcaniz Street 30 feet to the North line of Tunis Street, thence run East along the North line of Tunis Street 125 feet to the point of beginning, lying and being in Lot 5, Subdivision of the South Half of Section 4, Township 2 South, Range 30 West.

**PARCEL III:**

Begin at the intersection of Leonard Street and the West line of Alcaniz Street, thence run North along the West line of Alcaniz Street a distance of 1820 feet for a point of beginning of this description; thence run West at right angles a distance of 125 feet to a stake, thence run North at right angles a distance of 60 feet to a stake, thence run East at right angles a distance of 125 feet to the West line of Alcaniz Street, thence run South along the West line of Alcaniz Street to the point of beginning. Lying and being in Lot 5 of the Subdivision of the South Half of Section 4, Township 2 South, Range 30 West, also described as Lots 7 and 8, Block 6 of the M. C. Boley Subdivision of the said described lot 5 a plat of same being on file in the office of the Tax Assessor of Escambia County, Florida.

LESS That portion of Parcel II taken for right of way purposes.



## NOTICE OF LIEN

OR BK 4315 P60300  
Escambia County, Florida  
INSTRUMENT 98-529063  
RCD Oct 02, 1998 03:41 pm  
Escambia County, Florida

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 98-529063

## FIRE PROTECTION MUNICIPAL SERVICE BENEFIT UNIT (MSBU)

Re: CLAUSELL PRINCE H &  
ROSIE M  
3401 N ALCANIZ ST  
PENSACOLA FL 32503

ACCT.NO. 05 1359 000 000

AMOUNT \$3,218.02

THIS Notice of Lien is hereby filed pursuant to Section 1-15-63 of the Escambia County, Florida Code of Ordinances for delinquent annual assessments for fiscal years prior to and including September 30, 1998 plus a 10% penalty charge against real property, more particularly described as:

BEG 1730 FT N OF INTER OF N  
LI OF LEONARD ST AND W LI  
OF ALCANIZ ST NLY 150 FT  
WLY 125 FT SLY 150 FT ELY  
125 FT TO BEG  
OR 305/403/500 P 791/900/  
PROP.NO. 04 2S 30 6003 007 006

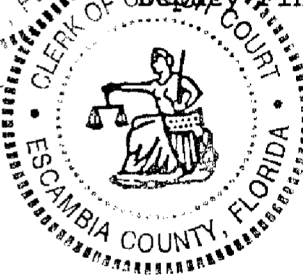
filed in the public records of Escambia County. This constitutes a lien against the property identified above until discharged and satisfied by payment to the Clerk of the Circuit Court of the lien, plus penalties, in the total amount of \$3,218.02. Evidence of discharge and satisfaction of this lien can be recorded in the public records of Escambia County, Florida by the Clerk of the Circuit Court.

This lien shall not be assigned to any person. Until fully satisfied by payment, discharged or barred by law, this lien shall remain equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments and superior in rank and dignity to all other subsequently filed liens, encumbrances, titles and claims in, to, or against the property. This lien may be enforced at any time by the Board of County Commissioners subsequent to the date of recording of this Notice of Lien for the amount due under the recorded lien, including all penalties, plus costs and a reasonable attorney's fee by proceedings in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or under the provisions of Chapter 173, Florida Statutes or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law.

Date: 09/04/1998

Ernie Lee Magaha  
Clerk of the Circuit Court  
by: *Gloria B. O'Donnell*  
Deputy Clerk

Ernie Lee Magaha  
Clerk of the Circuit Court  
by: *Thomas M. McBrearty*  
Deputy Finance Director



OR BK 4445 PG0873  
Escambia County, Florida  
INSTRUMENT 99-636607

## NOTICE OF LIEN

RCD Jul 30, 1999 07:49 am  
Escambia County, Florida

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 99-636607

## FIRE PROTECTION MUNICIPAL SERVICE BENEFIT UNIT (MSBU)

Re: CLAUSELL ROSIE M  
3401 N ALCANIZ ST  
PENSACOLA FL 32503

ACCT.NO. 05 1359 000 000

AMOUNT \$160.95

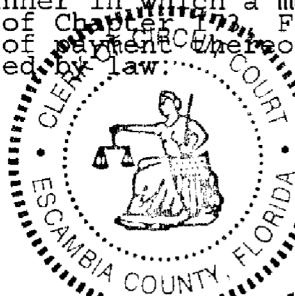
THIS Notice of Lien is hereby filed pursuant to Section 1-15-63 of the Escambia County, Florida Code of Ordinances for delinquent annual assessments for the fiscal year October 1, 1998 through September 30, 1999 plus a 10% penalty charge against real property, more particularly described as:

BEG 1730 FT N OF INTER OF N  
LI OF LEONARD ST AND W LI  
OF ALCANIZ ST NLY 150 FT  
WLY 125 FT SLY 150 FT ELY  
125 FT TO POB  
OR 305/403/500 P 791/900/  
PROP.NO. 04 2S 30 6003 007 006

filed in the public records of Escambia County. This constitutes a lien against the property identified above until discharged and satisfied by payment to the Clerk of the Circuit Court of the lien, plus penalties, in the total amount of \$160.95. Evidence of discharge and satisfaction of this lien can be recorded in the public records of Escambia County, Florida by the Clerk of the Circuit Court.

This lien shall not be assigned to any person. Until fully satisfied by payment, discharged or barred by law, this lien shall remain equal in rank and dignity with the liens of all state, county, district or municipal taxes and special assessments and superior in rank and dignity to all other subsequently filed liens, encumbrances, titles and claims in, to, or against the property. This lien may be enforced at any time by the Board of County Commissioners subsequent to the date of recording of this Notice of Lien for the amount due under the recorded lien, including all penalties, plus costs and a reasonable attorney's fee by proceedings in a court of equity to foreclose liens in the manner in which a mortgage lien is foreclosed or under the provisions of Chapter 193, Florida Statutes or the collection and enforcement of payment thereof may be accomplished by any other method authorized by law.

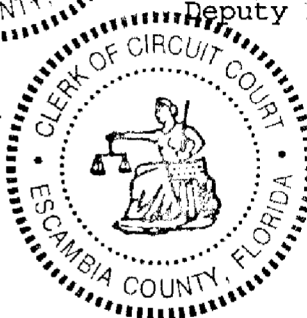
Date: 05/24/1999



Ernie Lee Magaha  
Clerk of the Circuit Court  
by *Wanda M. McBrearty*  
Wanda M. McBrearty  
Deputy Finance Director

Ernie Lee Magaha  
Clerk of the Circuit Court

*Bernard B. Donnelly*  
Deputy Clerk



Recorded in Public Records 8/21/2018 9:11 AM OR Book 7952 Page 1964,  
Instrument #2018066092, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$44.00

Recorded in Public Records 8/21/2018 8:24 AM OR Book 7952 Page 1725,  
Instrument #2018066023, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$44.00

THE OFFICE OF ENVIRONMENTAL ENFORCEMENT  
SPECIAL MAGISTRATE  
IN AND FOR THE  
COUNTY OF ESCAMBIA, STATE OF FLORIDA

PETITIONER  
ESCAMBIA COUNTY FLORIDA,

CASE NO: CE170501939  
LOCATION: 3401 DR MARTIN LUTHER  
PR#: KING JR DR  
042S306003007006

VS.

ROSIE M EST OF CLAUSELL  
3401 DR MARTIN L KING JR DR  
PENSACOLA, FL 32503

RESPONDENT

ORDER

This CAUSE having come before the Office of Environmental Enforcement  
Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged  
violation of the ordinances of the County of Escambia, State of Florida, and the Special  
Magistrate having considered the evidence before him in the form of testimony by the  
Enforcement Officer and the Respondent or representative, thereof, Phillip Clausell (son)  
as well as evidence submitted and after consideration of the appropriate sections of  
the Escambia County Code of Ordinances, the Special Magistrate finds that a violation  
of the following Code of Ordinance(s) has occurred and continues.

- ☒ 42-196 (a) Nuisance Conditions
- ☒ 42-196 (b) Trash and Debris
- ☐ 42-196 (c) Inoperable Vehicle(s); Described
- ☐ 42-196 (d) Overgrowth

BK: 7952 PG: 1965

BK: 7952 PG: 1726

☒ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)

☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☐ (n) ☐ (o) ☐ (p)

☐ (q) ☐ (r) ☐ (s) ☐ (t) ☐ (u) ☐ (v) ☐ (w) ☐ (x) ☐ (y) ☐ (z) ☐ (aa) ☐ (bb) ☒ (cc) ☐ (dd)

☐ 94-51 Obstruction of County Right-of-Way (ROW)

☐ 82-171 Mandatory Residential Waste Collection

☐ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Chapter 3 Commercial in residential and non-permitted use

☐ LDC Chapter 2 Article 3 Land Disturbance without permits

☐ LDC Chapter 5 Article 8 Prohibited Signs, Un-permitted Sign Row

☒ LDC Sec 4-7.9 Outdoor Storage Tires

☐ Other \_\_\_\_\_

☐ Other \_\_\_\_\_

☐ Other \_\_\_\_\_

☐ Other \_\_\_\_\_

☐ Other \_\_\_\_\_

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that the **RESPONDENT** shall have until November 12, 2018 to correct the violation and to bring the violation into compliance.



BK: 7952 PG: 1966

BK: 7952 PG: 1727

Corrective action shall include:

- ☒ Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.
- ☐ Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing
- ☒ Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.
- ☐ Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.
- ☐ Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods
- ☐ Immediately cease burning and refrain from future burning
- ☐ Remove all refuse and dispose of legally and refrain from future littering
- ☐ Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity
- ☐ Obtain necessary permits or cease operations
- ☐ Acquire proper permits or remove sign(s)
- ☒ Other Remove tires stored outside
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_
- ☐ Other \_\_\_\_\_

BK: 7952 PG: 1967

BK: 7952 PG: 1728

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 10.00 per day, commencing November 13, 2018. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED**, immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S)**. The reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$ 235 are awarded in favor of Escambia County as the prevailing party against ROSIE M EST OF CLAUSELL.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09 (1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

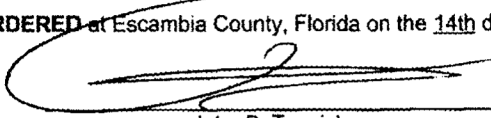
BK: 7952 PG: 1968 Last Page

BK: 7952 PG: 1729 Last Page

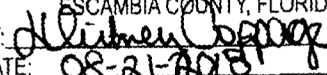
**You have the right** to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 3363 W Park Place, Pensacola, Florida 32505 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such ~~further orders as may be appropriate~~ and necessary.

**DONE AND ORDERED** at Escambia County, Florida on the 14th day of August, 2018.

  
John B. Trawick  
Special Magistrate  
Office of Environmental Enforcement



CERTIFIED TO BE A TRUE COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT & COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA  
BY:  D.C.  
DATE: 08-21-2018

Recorded in Public Records 7/10/2020 2:23 PM OR Book 8329 Page 1057,  
Instrument #2020056196, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$10.00

Recorded in Public Records 7/10/2020 2:18 PM OR Book 8329 Page 1050,  
Instrument #2020056190, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$10.00

THE OFFICE OF ENVIRONMENTAL ENFORCEMENT  
SPECIAL MAGISTRATE  
IN AND FOR ESCAMBIA COUNTY, FLORIDA

ESCAMBIA COUNTY, FLORIDA

vs.

CLAUSELL, ROSIE M EST OF  
3401 DR MARTIN L KING JR  
DR  
PENSACOLA, FL 32503

Case No: CE170501939  
Location: 3401 DR MARTIN LUTHER  
KING JR DR  
PR #: 042S306003007006

Cost Order

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances.

Escambia County has confirmed that the property has been brought into compliance per the Special Magistrate Order. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated 8/14/2018.

Itemized Cost

Daily fines	\$4,200.00	\$10.00 Per Day From: 11/13/2018 To: 01/07/2020
Fines	\$0.00	
Court Cost	\$235.00	
County Abatement Fees	\$0.00	
Administrative Costs	\$0.00	
Payments	\$0.00	

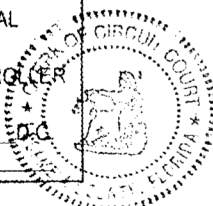
**Total: \$4,435.00**

DONE AND ORDERED at Escambia County, Florida on

July 7 2020

John B. Trawick  
Special Magistrate  
Office of Environmental Enforcement

CERTIFIED TO BE A TRUE COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT & COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA  
BY: *[Signature]*  
DATE: 07-10-2020



Recorded in Public Records 1/10/2020 4:12 PM OR Book 8229 Page 1169,  
Instrument #2020002920, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$35.50

Recorded in Public Records 1/10/2020 3:42 PM OR Book 8229 Page 1042,  
Instrument #2020002884, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$35.50

THE OFFICE OF ENVIRONMENTAL ENFORCEMENT  
SPECIAL MAGISTRATE  
IN AND FOR THE  
COUNTY OF ESCAMBIA, STATE OF FLORIDA

PETITIONER  
ESCAMBIA COUNTY FLORIDA,

CASE NO: CE19073325N  
LOCATION: 3013 N ROOSEVELT ST  
PR#: 042S306001011010

VS.

CLAUSELL, ROSIE MAY EST  
OF  
3013 N ROOSEVELT ST  
PENSACOLA, FL 32503

RESPONDENT(S)

ORDER

This CAUSE having come before the Office of Environmental Enforcement  
Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged  
violation of the ordinances of the County of Escambia, State of Florida, and the Special  
Magistrate having considered the evidence before him in the form of testimony by the  
Enforcement Officer and the Respondent or representative, thereof, Philip Clause,  
as well as evidence submitted and after consideration of the appropriate sections of  
the Escambia County Code of Ordinances, the Special Magistrate finds that a violation  
of the following Code of Ordinance(s) has occurred and continues:

**LDC. Ch. 4. Art. 7. Sec. 4-7.9 Outdoor Storage**

**Sec. 42-196(a) Nuisance - (A) Nuisance**

**Sec. 42-196(b) Nuisance - (B) Trash and Debris**

**Sec. 42-196(c) Nuisance - (C) Inoperable Vehicle**

**Sec. 42-196(d) Nuisance - (D) Overgrowth**

**Unsafe Structure - 30-203 (CC) Accessory structure unmaintained**

BK: 8229 PG: 1170

BK: 8229 PG: 1043

**Unsafe Structures - 30-203 (O) Roof**

**Unsafe Structures - 30-203 (P) Eaves/soffits**

**Unsafe Structures - 30-203 (U) Broken/cracked**

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that the **RESPONDENT(S)** shall have until **3/7/2020** to correct the violation and to bring the violation into compliance.

Corrective action shall include:

**Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. maintain clean conditions to avoid a repeat violation.**

**Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.**

**Remove personal property stored outdoors**

If you fail to fully correct the violation within the time required, you will be assessed a fine of **\$25.00** per day, commencing **3/8/2020**. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED**, immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE(S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS,**

BK: 8229 PG: 1171

BK: 8229 PG: 1044

**AND OWING OF DESCRIBED VEHICLE(S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property. Pursuant to Escambia County Resolution R2017-132, costs in the amount of **\$235.00** are awarded in favor of Escambia County as the prevailing party against **RESPONDENT(S)**.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of sec. 162.09, Fla. Stat., and Sec. 30-35 of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All fees, fines and costs owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

**You have the right** to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 3363 W Park Place, Pensacola, Florida 32505 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30 days** from the date of this order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

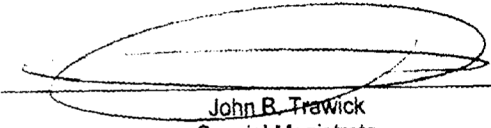
Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

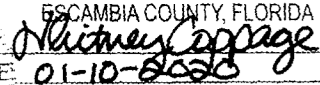
**DONE AND ORDERED** at Escambia County, Florida on the 7<sup>th</sup> day of January, 2020.

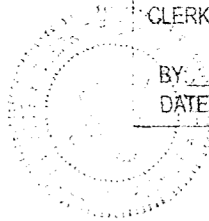


BK: 8229 PG: 1172 Last Page

BK: 8229 PG: 1045 Last Page

  
John B. Trawick  
Special Magistrate  
Office of Environmental Enforcement

CERTIFIED TO BE A TRUE COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT & COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA  
BY:  D.C.  
DATE: 01-10-2020



Recorded in Public Records 01/19/2006 at 04:49 PM OR Book 5822 Page 1334,  
Instrument #2006005991, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL

IN THE CIRCUIT COURT OF  
ESCAMBIA COUNTY, FLORIDA

ERNIE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL

STATE OF FLORIDA

JAN -4 P 4 26

CASE NO: 2004 CF 005348 A  
DIVISION: D

VS

COURT DIVISION  
FILED & RECORDED

RONNIE CLAUSELL  
3013 ROOSEVELT ST  
PENSACOLA FL 32503

Case: 2004 CF 005348 A

00029253047

Dkt: CF361 Pg#:

B/M DOB: 08/07/1954

\*\*\*\*\*

JUDGMENT AGAINST DEFENDANT FOR ATTORNEY'S FEES AND COSTS

It is hereby ordered and adjudged that the above-named defendant shall pay to the Clerk of the Circuit Court on behalf of the State of Florida, the sum of \$ 70, which the Court has determined to be the reasonable value for the assistance of Court-appointed counsel and for taxable costs in this cause, plus an additional \$ 40 Application Fee to be deposited into the Indigent Criminal Defense Trust Fund, for a total of \$ 40.

It is further ordered and adjudged that, in accordance with Section 938.29(2)(a), Florida Statutes, a lien is hereby created against all of the property, both real and personal, of the defendant and his/her estate, in the amount aforesaid, in favor of the State of Florida and shall bear interest at the rate set out in s.55.03 Florida Statutes, for which let execution issue.

Payment toward this lien should be made to Honorable Ernie Lee Magaha, Clerk of the Circuit Court, Attn: Circuit Criminal Division, PO Box 333, Pensacola, FL 32591-0333.

Note: You have the right to have a hearing with respect to the appropriateness of the Public Defender fee imposed by the Court. If you wish to have a hearing, you must file a written request with the Court within ten days of the date hereof.

DONE AND ORDERED this 4 day of January, 2006.

  
Judge

cc: Defendant

Recorded in Public Records 01/23/2006 at 09:56 AM OR Book 5823 Page 1048,  
Instrument #2006006493, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL

IN THE CIRCUIT COURT IN AND  
FOR ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA,

vs.

DEFENDANT: RONNIE CLAUSELL  
3013 ROOSEVELT ST  
PENSACOLA, FL 32503

DATE OF BIRTH: 08/07/1954

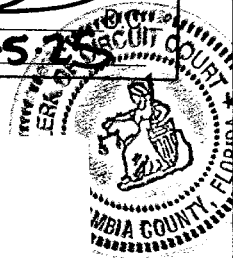
CERTIFIED TO BE A TRUE COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT & COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA

BY: *[Signature]*

DATE: *3-5-25*

CASE NO.: 2004 CF 005348 A  
DIVISION: D

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2025015436 3/5/2025 9:23 AM  
OFF REC BK: 9283 PG: 631 Doc Type: FCL



FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES

On APRIL 5, 2005, an order assessing fines, costs, and additional charges was entered  
against Defendant requiring payment of certain sums for fines, costs, and additional charges.

Defendant having failed to make full payment,

IT IS ADJUDGED that the Escambia County Clerk of Court, 190 Governmental Center,  
Pensacola, Florida 32502 recover from Defendant those remaining unpaid fines, costs and  
additional charges in the sum of \$ 390.00, the amount of which shall bear interest at the rate  
prescribed by law (9%) until satisfied.

It is further ORDERED AND ADJUDGED that a lien is hereby created against all of the  
property, both real and personal, of the defendant.

FOR WHICH LET EXECUTION ISSUE.

DONE AND ORDERED in open court/chambers in Pensacola, Escambia County,

Florida, this 17<sup>th</sup> day of January, 2006.

*[Signature]*  
CIRCUIT JUDGE

*1-19-06*  
cc: ASSISTANT STATE ATTORNEY  
cc: PD PUBLIC DEFENDER  
cc: DEFENDANT

Case: 2004 CF 005348 A

00025599467

Dkt: CF618 Pg#:

ORIGINAL DIVISION  
FILED & RECORDED

2006 JAN 18 P 3:28

ERNIE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL

Recorded in Public Records 05/26/2006 at 01:58 PM OR Book 5915 Page 672,  
Instrument #2006053807, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL

IN THE COUNTY COURT IN AND  
FOR ESCAMBIA COUNTY, FLORIDA

CERTIFIED TO BE A TRUE COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT & COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA

BY:   
DATE: 

STATE OF FLORIDA,

vs.

CASE NO.: 2004 MM 028054 A  
DIVISION: III

DEFENDANT: RONNIE CLAUSELL  
3013 NORTH ROOSEVELT STREET  
PENSACOLA, FL 32503

DATE OF BIRTH: 08/07/1954

FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES

On MAY 12, 2006, an order assessing fines, costs, and additional charges was entered  
against Defendant requiring payment of certain sums for fines, costs, and additional charges.

Defendant having failed to make full payment,

IT IS ADJUDGED that the Escambia County Clerk of Court, 190 Governmental Center,  
Pensacola, Florida 32502 recover from Defendant those remaining unpaid fines, costs and  
additional charges in the sum of \$ 460.00, the amount of which shall bear interest at the rate  
prescribed by law (9%) until satisfied.

It is further ORDERED AND ADJUDGED that a lien is hereby created against all of the  
property, both real and personal, of the defendant.

FOR WHICH LET EXECUTION ISSUE.

DONE AND ORDERED in open court/chambers in Pensacola, Escambia County,

Florida, this 19 day of MAY, 2006

  
COUNTY JUDGE

✓ cc: ASSISTANT STATE ATTORNEY  
✓ cc: PD PUBLIC DEFENDER  
✓ cc: DEFENDANT

Case: 2004 MM 028054 A



00037896435

Dkt: MM191 Pg#:

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2025015437 3/5/2025 9:23 AM  
OFF REC BK: 9283 PG: 632 Doc Type: FCL

Recorded in Public Records 05/26/2006 at 01:58 PM OR Book 5915 Page 677,  
Instrument #2006053812, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL

IN THE COUNTY COURT OF  
ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA

CASE NO: 2004 MM 028054 A  
DIVISION: III

VS

RONNIE CLAUSELL  
3013 NORTH ROOSEVELT STREET  
PENSACOLA FL 32503

B/M DOB: 08/07/1954

CLERK OF DISTRICT COURT  
2006 MAY 24 PM 3:06  
COUNTY CRIMINAL DIVISION  
FILED & RECORDED

\*\*\*\*\*

JUDGMENT AGAINST DEFENDANT FOR ATTORNEY'S FEES AND COSTS

It is hereby ordered and adjudged that the above-named defendant shall pay to the Clerk of the Circuit Court on behalf of the State of Florida, the sum of \$ 0, which the Court has determined to be the reasonable value for the assistance of Court-appointed counsel and for taxable costs in this cause, plus an additional \$ 40.00 Application Fee to be deposited into the Indigent Criminal Defense Trust Fund, for a total of \$ 40.00.

It is further ordered and adjudged that, in accordance with Section 938.29(2)(a), Florida Statutes, a lien is hereby created against all of the property, both real and personal, of the defendant and his/her estate, in the amount aforesaid, in favor of the State of Florida and shall bear interest at the rate set out in s.55.03 Florida Statutes, for which let execution issue.

Payment toward this lien should be made to Honorable Ernie Lee Magaha, Clerk of the Circuit Court, Attn: County Criminal Division, PO Box 333, Pensacola, FL 32592-0333.

Note: You have the right to have a hearing with respect to the appropriateness of the Public Defender fee imposed by the Court. If you wish to have a hearing, you must file a written request with the Court within ten days of the date hereof.

DONE AND ORDERED this 18 day of MAY, 2006.

R-L BAE  
Judge

Case: 2004 MM 028054 A  
00076261280  
Dkt: MM624 Pg#:

cc: Defendant

Recorded in Public Records 05/26/2006 at 01:58 PM OR Book 5915 Page 678,  
Instrument #2006053813, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL

IN THE COUNTY COURT OF  
ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA

CASE NO: 2004 MM 027717 A  
DIVISION: III

vs

RONNIE CLAUSELL  
3013 NORTH ROOSEVELT STREET  
PENSACOLA FL 32503

B/M DOB: 08/07/1954

ERNEE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
2006 MAY 24 P 3:05  
COUNTY CRIMINAL DIVISION  
FILED & ACCEPTED

\*\*\*\*\*

JUDGMENT AGAINST DEFENDANT FOR ATTORNEY'S FEES AND COSTS

It is hereby ordered and adjudged that the above-named defendant shall pay to the Clerk of the Circuit Court on behalf of the State of Florida, the sum of \$ 6, which the Court has determined to be the reasonable value for the assistance of Court-appointed counsel and for taxable costs in this cause, plus an additional \$ 40.00 Application Fee to be deposited into the Indigent Criminal Defense Trust Fund, for a total of \$40.00.

It is further ordered and adjudged that, in accordance with Section 938.29(2)(a), Florida Statutes, a lien is hereby created against all of the property, both real and personal, of the defendant and his/her estate, in the amount aforesaid, in favor of the State of Florida and shall bear interest at the rate set out in s.55.03 Florida Statutes, for which let execution issue.

Payment toward this lien should be made to Honorable Ernie Lee Magaha, Clerk of the Circuit Court, Attn: County Criminal Division, PO Box 333, Pensacola, FL 32592-0333.

Note: You have the right to have a hearing with respect to the appropriateness of the Public Defender fee imposed by the Court. If you wish to have a hearing, you must file a written request with the Court within ten days of the date hereof.

DONE AND ORDERED this 18 day of MAY, 2006.

R-L B-A-L  
Judge

Case: 2004 MM 027717 A

00033207865

Dkt: MM624 Pg#:

cc: Defendant

Recorded in Public Records 05/26/2006 at 01:58 PM OR Book 5915 Page 679,  
Instrument #2006053814, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL

IN THE COUNTY COURT OF  
ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA

CASE NO: 2004 MM 026658 B  
DIVISION: III

vs

RONNIE CLAUSELL  
3013 ROOSEVELT ST  
PENSACOLA FL 32503

B/M DOB: 08/07/1954

2006 MAY 24 P 3:06  
CLERK OF THE CIRCUIT COURT  
OFFICE OF THE CLERK  
FILED & RECORDED  
SUBJECT CRIMINAL DIVISION

\*\*\*\*\*

JUDGMENT AGAINST DEFENDANT FOR ATTORNEY'S FEES AND COSTS

It is hereby ordered and adjudged that the above-named defendant shall pay to the Clerk of the Circuit Court on behalf of the State of Florida, the sum of \$ 40.00, which the Court has determined to be the reasonable value for the assistance of Court-appointed counsel and for taxable costs in this cause, plus an additional \$ 40.00 Application Fee to be deposited into the Indigent Criminal Defense Trust Fund, for a total of \$ 40.00.

It is further ordered and adjudged that, in accordance with Section 938.29(2)(a), Florida Statutes, a lien is hereby created against all of the property, both real and personal, of the defendant and his/her estate, in the amount aforesaid, in favor of the State of Florida and shall bear interest at the rate set out in s.55.03 Florida Statutes, for which let execution issue.

Payment toward this lien should be made to Honorable Ernie Lee Magaha, Clerk of the Circuit Court, Attn: County Criminal Division, PO Box 333, Pensacola, FL 32592-0333.

Note: You have the right to have a hearing with respect to the appropriateness of the Public Defender fee imposed by the Court. If you wish to have a hearing, you must file a written request with the Court within ten days of the date hereof.

DONE AND ORDERED this 18 day of MAY, 2006

R. E. B. A. L.  
Judge

Case: 2004 MM 026658 B

00022532730

Dkt: MM624 Pg#:

cc: Defendant



Recorded in Public Records 06/22/2007 at 08:35 AM OR Book 6168 Page 913,  
Instrument #2007059811, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL

✓  
IN THE CIRCUIT COURT OF  
ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA

CASE NO: 2007 CF 000148 A  
DIVISION: B

vs

RONNIE CLAUSELL  
3013 ROOSEVELT ST  
PENSACOLA FL 32503

B/M DOB: 08/07/1954

ERNE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL  
2007 JUN 18 P 2:45  
COURT DIVISION  
FILED & RECORDED

\*\*\*\*\*

JUDGMENT AGAINST DEFENDANT FOR ATTORNEY'S FEES AND COSTS

It is hereby ordered and adjudged that the above-named defendant shall pay to the Clerk of the Circuit Court on behalf of the State of Florida, the sum of \$ 0, which the Court has determined to be the reasonable value for the assistance of Court-appointed counsel and for taxable costs in this cause, plus an additional \$ 40.00 Application Fee to be deposited into the Indigent Criminal Defense Trust Fund, for a total of \$ 40.00.

It is further ordered and adjudged that, in accordance with Section 938.29(2)(a), Florida Statutes, a lien is hereby created against all of the property, both real and personal, of the defendant and his/her estate, in the amount aforesaid, in favor of the State of Florida and shall bear interest at the rate set out in s.55.03 Florida Statutes, for which let execution issue.

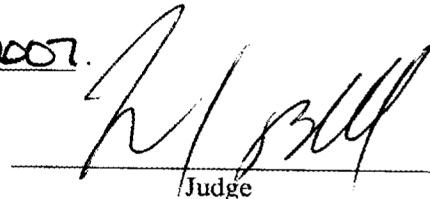
Payment toward this lien should be made to Honorable Ernie Lee Magaha, Clerk of the Circuit Court, Attn: Circuit Criminal Division, PO Box 333, Pensacola, FL 32591-0333.

Note: You have the right to have a hearing with respect to the appropriateness of the Public Defender fee imposed by the Court. If you wish to have a hearing, you must file a written request with the Court within ten days of the date hereof.

DONE AND ORDERED this 18<sup>th</sup> day of June 2007.

cc: Defendant

Case: 2007 CF 000148 A  
00054509439  
Dkt: CF361 Pg#:

  
Judge

Recorded in Public Records 11/02/2007 at 10:01 AM OR Book 6242 Page 989,  
Instrument #2007104371, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL

IN THE COUNTY COURT IN AND  
FOR ESCAMBIA COUNTY  
190 GOVERNMENTAL CENTER  
PENSACOLA, FLORIDA

ESCAMBIA COUNTY

CASE NO: 2007 CO 027401 A  
CODE ENFORCEMENT CITATION NO: 1315  
/ DOB: 08/07/1954

VS

RONNIE CLAUSELL  
3013 N ROOSEVELT  
PENSACOLA FL 32501

JUDGMENT AGAINST DEFENDANT FOR CODE ENFORCEMENT CIVIL PENALTY

It is hereby ordered and adjudged that the above-named defendant shall pay to ESCAMBIA COUNTY, a political subdivision of the State of Florida, the sum of \$ 100.00, to the Clerk of the Court, which the Court has determined to be the defendant's liability for civil infraction under Escambia County Resolution R98-171;

It is further ordered and adjudged that, in accordance with Section 162.21, Florida Statutes, a lien is hereby created against all of the property, both real and personal, of the defendant and his/her estate, in the amount aforesaid, in favor of the aforesaid county and shall bear interest at the rate set out in s.55.03 Florida Statutes, for which let execution issue.

DONE AND ORDERED this 30 day of Oct, 07.

  
Judge

ERNE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL  
1 2007 NOV - 1 P 2:52  
COUNTY CRIMINAL DIVISION  
FILED & RECORDED

ONE OF THE FOLLOWING MUST BE EXECUTED

I hereby acknowledge receipt of a copy of this judgment.

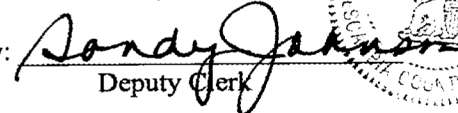
Defendant's Signature

I do hereby certify that copy of hereof has been furnished defendant by delivery/mail, this 1 day of November, 2007.



Dkt ID: 100010072443 / Dkt ID: 100010072443 / Case: 2007 CO 027401 A

Ernie Lee Magaha  
Clerk of the Circuit Court  
Escambia County Florida

By:   
Deputy Clerk



Recorded in Public Records 12/11/2012 at 11:56 AM OR Book 6946 Page 1418,  
Instrument #2012094252, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL

**IN THE CIRCUIT COURT IN AND  
FOR ESCAMBIA COUNTY, FLORIDA**

**STATE OF FLORIDA**

**VS**

**CASE NO:** 2012 CF 000471 A

**DIVISION:** A

**DATE OF BIRTH:** 08/07/1954

**SOCIAL SECURITY NBR:** [REDACTED]

**DEFENDANT:** RONNIE CLAUSELL  
3013 ROOSEVELT ST  
PENSACOLA FL 32503

**FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES**

On December 3, 2012, an order assessing fines, costs, and additional charges was entered against Defendant requiring payment of certain sums for fines, costs, and additional charges.

Defendant having failed to make full payment,

**IT IS ADJUDGED** that the Escambia County Clerk of Court, 190 Governmental Center, Pensacola, Florida 32502 recover from Defendant those remaining unpaid fines, costs and additional charges in the sum of \$568.00, which includes outstanding public defender fees/liens the amounts of which shall bear interest at the rate prescribed by law (4.75%) until satisfied.

It is further **ORDERED AND ADJUDGED** that a lien is hereby created against all of the property, both real and personal, of the defendant.

**FOR WHICH LET EXECUTION ISSUE.**

**DONE AND ORDERED** in open court/chambers in Pensacola, Escambia County, Florida, this 5<sup>th</sup> day of December, 2012

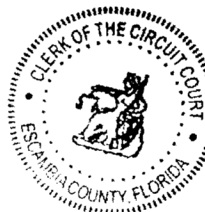
  
**CIRCUIT JUDGE**

ERNIE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL  
2012 DEC 11 P 2:23  
CIRCUIT CRIMINAL DIVISION  
FILED & RECORDED  
Copy to DEFENDANT

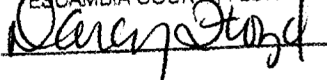
Case: 2012 CF 000471 A

00038076661

Dkt: CERTLIEN Pg#:



CERTIFIED TO BE A TRUE COPY  
OF THE ORIGINAL ON FILE IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL  
ERNIE LEE MAGAHA, CLERK  
CIRCUIT COURT AND COUNTY COURT  
ESCAMBIA COUNTY, FLORIDA

BY:  D.C.

CFNLCRGS (10/2012)

Recorded in Public Records 2/9/2021 11:16 AM OR Book 8461 Page 1941,  
Instrument #2021014590, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$10.00

Recorded in Public Records 12/28/2020 3:11 PM OR Book 8432 Page 935,  
Instrument #2020114563, Pam Childers Clerk of the Circuit Court Escambia  
County, FL

Filing # 118750092 E-Filed 12/28/2020 10:44:38 AM

**IN THE COUNTY COURT, IN AND  
FOR ESCAMBIA COUNTY, FLORIDA**

GULF WINDS CREDIT UNION F/K/A  
GULF WINDS FEDERAL CREDIT  
UNION,

CASE NO. 2020 CC 003002

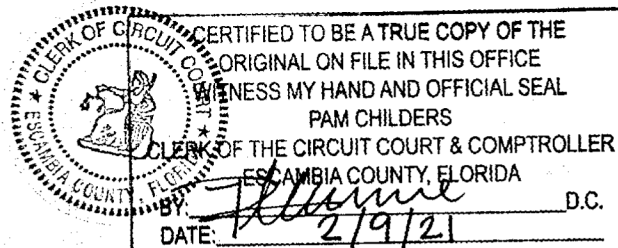
DIVISION III

Plaintiff,

vs.

TIMOTHY CLAUSELL,

Defendant.

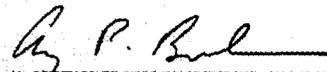


**FINAL JUDGMENT**

THIS ACTION having come before the Court after entry of Default against Defendant, it  
is

ORDERED AND ADJUDGED that Plaintiff, GULF WINDS CREDIT UNION F/K/A  
GULF WINDS FEDERAL CREDIT UNION, 220 East Nine Mile Road, Pensacola, FL 32534-  
3121, recover from Defendant, TIMOTHY CLAUSELL, 3013 N Rossevelt Street, Pensacola,  
FL 32503, the principal amount of \$16,474.94, interest in the amount of \$1,834.50, and  
attorneys' fees in the amount of \$1,150.00, costs in the amount of \$484.35, making a total of  
\$19,943.79 that shall bear interest at the applicable statutory interest rate under Florida Statutes,  
section 55.03, for all of which let execution issue.

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

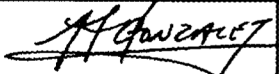
  
Signed by COUNTY COURT JUDGE AMY BRODERICK in 2020 CC 003002  
on 12/28/2020 09:41:13. JCB/ajg  
COUNTY JUDGE

Copies to:  
Tyler Van Leuven, Attorney for Plaintiff  
Timothy Clausell, 3013 N. Rossevelt St., Pensacola, FL 32503

Recorded in Public Records 03/15/2011 at 12:50 PM OR Book 6699 Page 987,  
Instrument #2011017067, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$10.00

<b>Form 668 (Y)(c)</b> (Rev. February 2004)	3351 Department of the Treasury - Internal Revenue Service <b>Notice of Federal Tax Lien</b>				
Area: SMALL BUSINESS/SELF EMPLOYED AREA #3 Lien Unit Phone: (800) 913-6050	Serial Number 762868011				
For Optional Use by Recording Office					
<b>As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.</b>					
Name of Taxpayer PHILLIP R CLAUSELL					
Residence 2013 N ROOSEVELT ST PENSACOLA, FL 32503					
<b>IMPORTANT RELEASE INFORMATION:</b> For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).					
Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2005	XXX-XX	05/18/2009	06/17/2019	1365.66
1040	12/31/2007	XXX-XX	04/06/2009	05/06/2019	1169.29
6672	03/31/2005	XXX-XX	01/10/2011	02/09/2021	2728.45
6672	06/30/2005	XXX-XX	01/10/2011	02/09/2021	2495.66
6672	09/30/2005	XXX-XX	01/10/2011	02/09/2021	2025.49
6672	12/31/2005	XXX-XX	01/10/2011	02/09/2021	1711.84
6672	03/31/2006	XXX-XX	01/10/2011	02/09/2021	1737.65
6672	06/30/2006	XXX-XX	01/10/2011	02/09/2021	1711.84
6672	09/30/2006	XXX-XX	01/10/2011	02/09/2021	1480.38
6672	06/30/2007	XXX-XX	01/10/2011	02/09/2021	1217.11
6672	03/31/2008	XXX-XX	01/10/2011	02/09/2021	1119.56
6672	06/30/2008	XXX-XX	01/10/2011	02/09/2021	1087.49
6672	09/30/2008	XXX-XX	01/10/2011	02/09/2021	921.14
6672	03/31/2009	XXX-XX	01/10/2011	02/09/2021	1319.24
6672	09/30/2009	XXX-XX	01/10/2011	02/09/2021	750.57
Place of Filing CLERK OF CIRCUIT COURT ESCAMBIA COUNTY PENSACOLA, FL 32595					Total \$ 22841.37

This notice was prepared and signed at BALTIMORE, MD, on this,  
the 03rd day of March, 2011.

Signature		Title REVENUE OFFICER	23-09-2412
for CATHERINE SANDS		(850) 475-7336	

(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien  
Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)  
CAT. NO 60025X

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING  
NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 01954 of 2022

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on March 20, 2025, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

ROSIE M CLAUSELL EST OF 3401 DR MARTIN LUTHER KING JR DR PENSACOLA, FL 32503	RONNIE G CLAUSELL 3401 DR MARTIN LUTHER KING JR DR PENSACOLA FL 32503
TIMOTHY C CLAUSELL 3401 DR MARTIN LUTHER KING JR DR PENSACOLA FL 32503	PHILLIP RAY CLAUSELL 3401 DR MARTIN LUTHER KING JR DR PENSACOLA FL 32503
ROSA MARIE ROUNTREE 3401 DR MARTIN LUTHER KING JR DR PENSACOLA FL 32503	MADELINE C WASHINGTON 3401 DR MARTIN LUTHER KING JR DR PENSACOLA FL 32503
EST OF TEMPLE L DUMAS 3401 DR MARTIN LUTHER KING JR DR PENSACOLA FL 32503	PHILLIP R CLAUSELL 2013 N ROOSEVELT ST PENSACOLA FL 32503
EST OF ROSIE M CLAUSELL 3013 N ROOSEVELT ST PENSACOLA FL 32503	RONNIE G CLAUSELL 3013 N ROOSEVELT ST PENSACOLA FL 32503
TIMOTHY C CLAUSELL 3013 N ROOSEVELT ST PENSACOLA FL 32503	PHILLIP RAY CLAUSELL 3013 N ROOSEVELT ST PENSACOLA FL 32503
ROSA MARIE ROUNTREE 3013 N ROOSEVELT ST PENSACOLA FL 32503	MADELINE C WASHINGTON 3013 N ROOSEVELT ST PENSACOLA FL 32503
EST OF TEMPLE L DUMAS 3013 N ROOSEVELT ST PENSACOLA FL 32503	BANK OF AMERICA NA 4909 SAVARESE CIRCLE TAMPA FL 33634
GULF WINDS CREDIT UNION 220 EAST NINE MILE RD PENSACOLA FL 32534-3121	VALERIE C MCARROY 3405 W HERNANDEZ ST #C PENSACOLA FL 32505
IRS COLLECTION ADVISORY GROUP 400 W BAY STREET STOP 5710 JACKSONVILLE FL 32202	ESCAMBIA COUNTY / COUNTY ATTORNEY 221 PALAFOX PLACE STE 430 PENSACOLA FL 32502
ESCAMBIA COUNTY OFFICE OF CODE ENFORCEMENT ESCAMBIA CENTRAL OFFICE COMPLEX 3363 WEST PARK PLACE PENSACOLA FL 32505	FLORIDA DEPT OF REVENUE 2205B LA VISTA AVE PENSACOLA FL 32504
ESCAMBIA COUNTY / STATE OF FLORIDA 190 GOVERNMENTAL CENTER PENSACOLA FL 32502	

WITNESS my official seal this 20th day of March 2025.

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA



By:  
Emily Hogg  
Deputy Clerk

## WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON May 7, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 850-595-3793.

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That TLGFY LLC holder of Tax Certificate No. 01954, issued the 1st day of June, A.D., 2022 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG 1730 FT N OF INTER OF N LI OF LEONARD ST AND W LI OF ALCANIZ ST NLY 150 FT WLY 125 FT SLY 150 FT ELY 125 FT TO POB OR 305/403/500 P 791/900/ 857 LTS 7 THRU 11 BLK 6 LESS OR 484 P 582 STATE RD R/W FOR TEXAR DR

SECTION 04, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 051359000 (0525-28)

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

ROSIE M CLAUSELL EST OF

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 May, which is the **7th day of May 2025**.

Dated this 17th day of March 2025.

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



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

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



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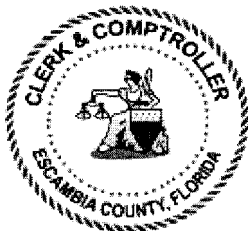
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### Post Property:

3401 DR MARTIN LUTHER KING JR  
DR 32503



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

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### Personal Services:

**ROSIE M CLAUSELL EST OF**  
3401 DR MARTIN LUTHER KING JR  
DR  
PENSACOLA, FL 32503

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA



By:  
Emily Hogg  
Deputy Clerk

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

ESCAMBIA COUNTY SHERIFF'S OFFICE  
ESCAMBIA COUNTY, FLORIDA

**NON-ENFORCEABLE RETURN OF SERVICE**

DS25.28

**Document Number:** ECSO25CIV009953NON

**Agency Number:** 25-004791

**Court:** TAX DEED

**County:** ESCAMBIA

**Case Number:** CERT NO 01954 2022

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

**Plaintiff:** RE: ROSIE M CLAUSELL EST OF  
**Defendant:**

**Type of Process:** NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 3/21/2025 at 9:19 AM and served same at 9:50 AM on 3/25/2025 in ESCAMBIA COUNTY, FLORIDA, by serving ROSIE M CLAUSELL EST OF , the within named, to wit: PHILLIP CLAUSELL, SON.

CHIP W SIMMONS, SHERIFF  
ESCAMBIA COUNTY, FLORIDA

By: K. Lucas gcp  
K. LUCAS, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: MLDENISCO

# WARNING

001791

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON May 7, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 850-595-3793.

## NOTICE OF APPLICATION FOR TAX DEED

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Dated this 17th day of March 2025.

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

### Personal Services:

**ROSIE M CLAUSELL EST OF**  
3401 DR MARTIN LUTHER KING JR  
DR  
PENSACOLA, FL 32503



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

2025 MAR 21 AM 9:19  
ESCAMBIA COUNTY, FL  
SHERIFF'S OFFICE  
CIVIL UNIT

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

ESCAMBIA COUNTY SHERIFF'S OFFICE  
ESCAMBIA COUNTY, FLORIDA

**NON-ENFORCEABLE RETURN OF SERVICE**

0525.28

**Document Number:** ECSO25CIV009924NON

**Agency Number:** 25-004749

**Court:** TAX DEED

**County:** ESCAMBIA

**Case Number:** CERT NO 01954 2022

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

**Plaintiff:** RE: ROSIE M CLAUSELL EST OF  
**Defendant:**

**Type of Process:** NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 3/21/2025 at 9:16 AM and served same at 7:48 AM on 3/25/2025 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY , the within named, to wit: , .

POSTED TO PROPERTY PER CLERKS OFFICE INSTRUCTIONS

CHIP W SIMMONS, SHERIFF  
ESCAMBIA COUNTY, FLORIDA

By: K. Lucas 9/6  
K. LUCAS, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: MLDENISCO



## WARNING

001749

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON May 7, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 850-595-3793.

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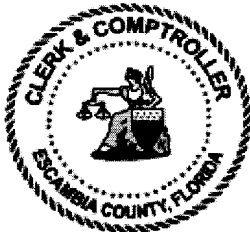
Dated this 17th day of March 2025.

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#### Post Property:

3401 DR MARTIN LUTHER KING JR  
DR 32503

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA



By:  
Emily Hogg  
Deputy Clerk

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RECEIVED  
2025 MAR 17 AM 9:16  
ESCAMBIA COUNTY, FL  
CLERK OF THE CIRCUIT COURT  
OFFICE

ROSIE M CLAUSELL EST OF [0525-28]  
3401 DR MARTIN LUTHER KING JR DR  
PENSACOLA, FL 32503

9171 9690 0935 0128 0326 21

TIMOTHY C CLAUSELL [0525-28]  
3401 DR MATIN LUTHER KING JR DR  
PENSACOLA FL 32503

9171 9690 0935 0128 0326 45

ROSA MARIE ROUNTREE [0525-28]  
3401 DR MATIN LUTHER KING JR DR  
PENSACOLA FL 32503

9171 9690 0935 0128 0326 69

EST OF TEMPLE L DUMAS [0525-28]  
3401 DR MATIN LUTHER KING JR DR  
PENSACOLA FL 32503

9171 9690 0935 0128 0324 16

EST OF ROSIE M CLAUSELL [0525-28]  
3013 N ROOSEVELT ST  
PENSACOLA FL 32503

9171 9690 0935 0128 0324 30

TIMOTHY C CLAUSELL [0525-28]  
3013 N ROOSEVELT ST  
PENSACOLA FL 32503

9171 9690 0935 0128 0324 54

ROSA MARIE ROUNTREE [0525-28]  
3013 N ROOSEVELT ST  
PENSACOLA FL 32503

9171 9690 0935 0128 0324 78

EST OF TEMPLE L DUMAS [0525-28]  
3013 N ROOSEVELT ST  
PENSACOLA FL 32503

9171 9690 0935 0128 0324 92

RONNIE G CLAUSELL [0525-28]  
3401 DR MATIN LUTHER KING JR DR  
PENSACOLA FL 32503

9171 9690 0935 0128 0326 38

PHILLIP RAY CLAUSELL [0525-28]  
3401 DR MATIN LUTHER KING JR DR  
PENSACOLA FL 32503

9171 9690 0935 0128 0326 52

MADELINE C WASHINGTON [0525-28]  
3401 DR MATIN LUTHER KING JR DR  
PENSACOLA FL 32503

9171 9690 0935 0128 0326 76

PHILLIP R CLAUSELL [0525-28]  
2013 N ROOSEVELT ST  
PENSACOLA FL 32503

9171 9690 0935 0128 0324 23

RONNIE G CLAUSELL [0525-28]  
3013 N ROOSEVELT ST  
PENSACOLA FL 32503

9171 9690 0935 0128 0324 47

PHILLIP RAY CLAUSELL [0525-28]  
3013 N ROOSEVELT ST  
PENSACOLA FL 32503

9171 9690 0935 0128 0324 61

MADELINE C WASHINGTON [0525-28]  
3013 N ROOSEVELT ST  
PENSACOLA FL 32503

9171 9690 0935 0128 0324 85

BANK OF AMERICA NA [0525-28]  
4909 SAVARESE CIRCLE  
TAMPA FL 33634

9171 9690 0935 0128 0325 08

Contact -  
owner



GULF WINDS CREDIT UNION  
[0525-28]  
220 EAST NINE MILE RD  
PENSACOLA FL 32534-3121

9171 9690 0935 0128 0325 15

IRS COLLECTION ADVISORY GROUP  
[0525-28]  
400 W BAY STREET  
STOP 5710  
JACKSONVILLE FL 32202

9171 9690 0935 0128 0325 39

ESCAMBIA COUNTY OFFICE OF CODE  
ENFORCEMENT [0525-28]  
ESCAMBIA CENTRAL OFFICE COMPLEX  
3363 WEST PARK PLACE  
PENSACOLA FL 32505

9171 9690 0935 0128 0325 53

ESCAMBIA COUNTY / STATE OF  
FLORIDA [0525-28]  
190 GOVERNMENTAL CENTER  
PENSACOLA FL 32502

VALERIE C MCARROY [0525-28]  
3405 W HERNANDEZ ST #C  
PENSACOLA FL 32505

9171 9690 0935 0128 0325 22

ESCAMBIA COUNTY / COUNTY  
ATTORNEY [0525-28]  
221 PALAFOX PLACE STE 430  
PENSACOLA FL 32502

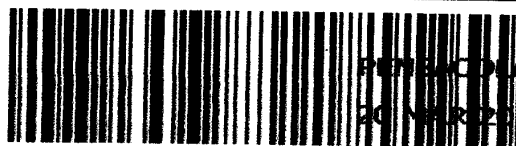
9171 9690 0935 0128 0325 46

FLORIDA DEPT OF REVENUE  
[0525-28]  
2205B LA VISTA AVE  
PENSACOLA FL 32504

9171 9690 0935 0128 0325 60

## Pam Childers

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



PENBACOLA FL 325  
20 MAR 2025 PM

9171 9690 0935 0128 0324 23



quadiënt

FIRST-CLASS MAIL

INI

\$008.16<sup>0</sup>

03/20/2025 ZIP 32502  
043M31219251

U.S. POSTAGE

PHILLIP R CLAUSELL [0525-28]  
2013 N ROOSEVELT ST  
PENSACOLA FL 32503

[illegible]

## INDEX

325 DE 1

0003 / 25 / 25

RETURN TO SENDER  
INSUFFICIENT ADDRESS  
UNABLE TO FORWARD

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32503-2978

**CERTIFIED MAIL™**

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



PENSACOLA FL 325

20 MAR 2025 PM

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quadtent

FIRST-CLASS MAIL  
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**\$008.16<sup>0</sup>**

03/20/2025 ZIP 32502  
043M31219251

US POSTAGE

VALERIE C MCARROY [0525-28]  
3405 W HERNANDEZ ST #C  
PENSACOLA FL 32505

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UNC

32505-547475

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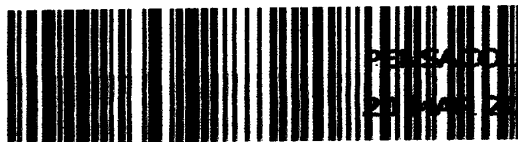
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UNABLE TO FORWARD

BC: 32502583335 2638-00567-21-36



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

**CERTIFIED MAIL™**



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PENSACOLA FL 325

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03/20/2025 ZIP 32502  
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US POSTAGE

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3401 DR MATIN LUTHER KING JR DR  
PENSACOLA FL 32503

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32503-301001

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RETURN TO SENDER

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

ROSA MARIE ROUNTREE [0525-28]  
3401 DR MARTIN LUTHER KING JR DR  
PENSACOLA FL 32503

**CERTIFIED MAIL™**



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PENSACOLA FL 32502  
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03/20/2025 ZIP 32502  
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FIRST-CLASS MAIL  
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**\$008.16<sup>0</sup>**

03/20/2025 ZIP 32502  
043M31219251

U.S. POSTAGE

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## REFERENCES AND CITATIONS

2000年12月15日

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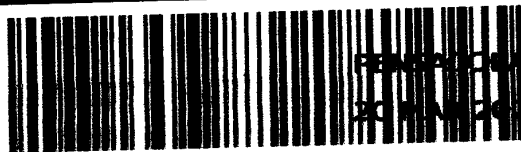
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32503-30100

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

PHILLIP RAY CLAUSELL [0525-28]  
3401 DR MARTIN LUTHER KING JR DR  
PENSACOLA FL 32503

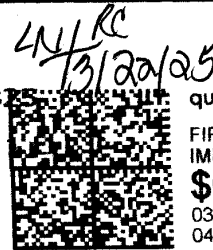
**CERTIFIED MAIL™**



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PENSACOLA FL 32503  
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03/20/2025 ZIP 32502  
043M31219251

**US POSTAGE**

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0004/23/25

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

PC: 0250208505 \*2503-01702-20-25

32503-301001

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

**CERTIFIED MAIL™**



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03/20/2025 ZIP 32502  
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**US POSTAGE**

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3401 DR MARTIN LUTHER KING JR DR  
PENSACOLA, FL 32503

UNCLAIMED

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0004/23/25

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32503-30100



2025 MAY 1 10 10  
CAMELIA COCHITI

RENASCENZA ITALIANA

RECEIVED  
20 MAR 2011

PENSACOLA FL 325  
20 MAR 2025PM



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FIRST-CLASS MAIL  
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03/20/2025 ZIP 32502  
043M31219251

**U.S. POSTAGE**

**UNCLAIMED**

**N T X T F**

225 231 232

0004/23/25

地址：上海南京路 100 号 电话：2345678  
 邮编：200001 传真：2345679  
 电子邮箱：info@shanghai.com

**REF: 000000000000**

1951年10月1日

32503-30100

EST OF TEMPLE L DUMAS [0525-28]  
3401 DR MARTIN LUTHER KING JR DR  
PENSACOLA FL 32503

RECEIVED  
MAR 28 1967

4/3/22/25

03/20/2025 ZIP 32502  
043M31219251

**IS POSTAGE**

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32503-301001



PO Box 31785  
Tampa, FL 33631-3785

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT & COMPTROLLER  
221 PALAFOX PLACE, SUITE 110  
PENSACOLA, FL 32502

Date: April 28, 2025

## We're unable to locate an account based on the information you provided and need additional information to respond to your request.

We received your correspondence on March 25, 2025; however, we're unable to provide the information you requested because your inquiry didn't include enough identifying information to locate an account in our system and/or the information you provided was illegible.

We've enclosed a copy of your original correspondence for reference.

### What you need to do

- If this account is a Bank of America, N.A. account, please provide the account number, property address, and customer's name.
- If this is regarding a customer's account and you are a third party, please include written and signed authorization from the customer, so we can release information to you.
- Please fax requests to 800.520.5019 or mail the information to:

Bank of America, N.A.  
Customer Service Department  
PO Box 31785  
Tampa, FL 33631-3785

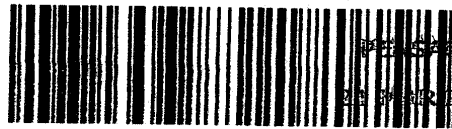
If your original correspondence was sent to us in error, please disregard this notice.

### Questions?

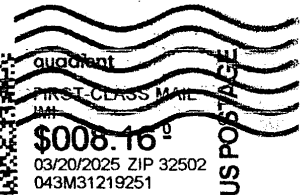
We appreciate the opportunity to serve your financial needs. If you have any questions, please call us at 800.669.6607, Monday through Friday, 8 a.m. to 9 p.m. Eastern.

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

**CERTIFIED MAIL™**

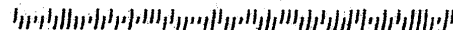


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BANK OF AMERICA NA [0525-28]  
4909 SAVARESE CIRCLE  
TAMPA FL 33634

33634-241309



THE UNIVERSITY OF CHICAGO

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT  
OF THE RETURN ADDRESS. FOLD AT DOTTED LINE

## WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON May 7, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 850-595-3793.

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That TLGFY LLC holder of Tax Certificate No. 01954, issued the 1st day of June, A.D., 2022 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG 1730 FT N OF INTER OF N LI OF LEONARD ST AND W LI OF ALCANIZ ST NLY 150 FT WLY 125 FT SLY 150 FT ELY 125 FT TO POB OR 305/403/500 P 791/900/ 857 LTS 7 THRU 11 BLK 6 LESS OR 484 P 582 STATE RD R/W FOR TEXAR DR

SECTION 04, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 051359000 (0525-28)

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

ROSIE M CLAUSELL EST OF

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 May, which is the **7th day of May 2025**.

Dated this 17th day of March 2025.

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



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

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

**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: 051359000 Certificate Number: 001954 of 2022**

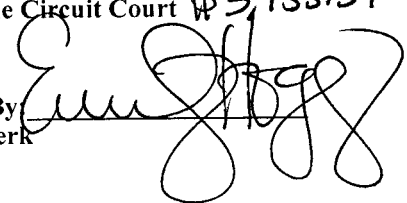
**Payor: MADELINE WASHINGTON 7384 BORDWINE DR ORLANDO FL 32818      Date  
4/16/2025**

Clerk's Check #	1	Clerk's Total	<del>\$344.92</del> <b>\$3,447.57</b>
Tax Collector Check #	1	Tax Collector's Total	<del>\$2,986.90</del>
		Postage	\$164.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	<del>\$3,712.82</del>

**PAM CHILDERS  
Clerk of the Circuit Court**

Received By  
Deputy Clerk

**\$3,628.57**  
**+ 127.00 card fee**  
**\$3,755.57**



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 001954**

**Redeemed Date 4/16/2025**

**Name MADELINE WASHINGTON 7384 BORDWINE DR ORLANDO FL 32818**

Clerk's Total = TAXDEED	\$544.92 <b>\$3,447.57</b>
Due Tax Collector = TAXDEED	\$2,986.90
Postage = TD2	\$164.00
ResearcherCopies = TD6	\$0.00
Release TDA Notice (Recording) = RECORD2	\$10.00
Release TDA Notice (Prep Fee) = TD4	\$7.00

• For Office Use Only

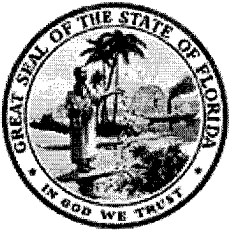
Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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**FINANCIAL SUMMARY**

No Information Available - See Dockets



Search Property	Property Sheet	Lien Holder's	Redeem	Forms	Courtview	Benchmark
Redeemed From Sale						



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

**Tax Deed - Redemption Calculator**

**Account: 051359000 Certificate Number: 001954 of 2022**

Redemption ☐ Yes ☒ No Application Date  Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="5/7/2025"/>	Redemption Date <input type="text" value="4/16/2025"/>
Months	13	12
Tax Collector	<input type="text" value="\$2,494.27"/>	<input type="text" value="\$2,494.27"/>
Tax Collector Interest	\$486.38	\$448.97
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$2,986.90	<input type="text" value="\$2,949.49"/> TC
Record TDA Notice	<input type="text" value="\$17.00"/>	<input type="text" value="\$17.00"/>
Clerk Fee	<input type="text" value="\$119.00"/>	<input type="text" value="\$119.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$200.00"/>	<input type="text" value="\$200.00"/>
App. Fee Interest	\$88.92	\$82.08
Total Clerk	\$544.92	<input type="text" value="\$538.08"/> C#
Release TDA Notice (Recording)	<input type="text" value="\$10.00"/>	<input type="text" value="\$10.00"/>
Release TDA Notice (Prep Fee)	<input type="text" value="\$7.00"/>	<input type="text" value="\$7.00"/>
Postage	<input type="text" value="\$164.00"/>	<input type="text" value="\$164.00"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$3,712.82	\$3,668.57
	Repayment Overpayment Refund Amount	\$44.25



# Escambia Sun Press

PUBLISHED WEEKLY SINCE 1948  
(Warrington) Pensacola, Escambia County, Florida

## STATE OF FLORIDA

County of Escambia

Before the undersigned authority personally appeared **Michael P. Driver** who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly newspaper published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a

NOTICE in the matter of TAX DEED SALE

DATE – 05-07-2025 – TAX CERTIFICATE #'S 01954

in the CIRCUIT Court

was published in said newspaper in the issues of

MARCH 27 & APRIL 3, 10, 17, 2025

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia and Santa Rosa Counties, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Affiant complies with all legal requirements for publication in chapter 50, Florida Statutes.

Digitally signed by Michael P Driver  
DN: c=US, o=The Escambia Sun Press LLC,  
dnQualifier=A01410D0000019093B5D40A000E97D9, cn=Michael P Driver  
Date: 2025.04.17 10:12:56 -05'00'

**PUBLISHER**

Sworn to and subscribed before me this 17TH day of APRIL  
A.D., 2025

Digitally signed by Heather Tuttle  
DN: c=US, o=The Escambia Sun Press LLC,  
dnQualifier=A01410D000001890CD5793600064AAE, cn=Heather Tuttle  
Date: 2025.04.17 10:13:17 -05'00'

**HEATHER TUTTLE**  
**NOTARY PUBLIC**



HEATHER TUTTLE  
Notary Public, State of Florida  
My Comm. Expires June 24, 2028  
Commission No. HH 535214

Page 1 of 1

### NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That TLGFY LLC holder of Tax Certificate No. 01954, issued the 1st day of June, A.D., 2022 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG 1730 FT N OF INTER OF N LI OF LEONARD ST AND W LI OF ALCANIZ ST NLY 150 FT WLY 125 FT SLY 150 FT ELY 125 FT TO POB OR 305/403/500 P 791/900/ 857 LTS 7 THRU 11 BLK 6 LESS OR 484 P 582 STATE RD R/W FOR TEXAR DR SECTION 04, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 051359000 (0525-28)

The assessment of the said property under the said certificate issued was in the name of ROSIE M CLAUSELL EST OF

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 May, which is the 7th day of May 2025.

Dated this 20th day of March 2025.

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

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA  
(SEAL)

By: Emily Hogg  
Deputy Clerk

oaw-4w-03-27-04-03-10-17-2025