



# 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

0725-12

## Part 1: Tax Deed Application Information

Applicant Name Applicant Address	SAVVY FL LLC FTB COLLATERAL ASSIGNEE P.O. BOX 1000 - DEPT, #3035 MEMPHIS, TN 38148-3035	Application date	Apr 25, 2024
Property description	MCCRAY TERENCE J 11 ST REGIS DR PENSACOLA, FL 32505 11 ST REGIS DR 05-5623-000 LT 6 BLK 1 LIVE OAK TERRACE S/D PB 4 P 31 OR 4338 P 509	Certificate #	2022 / 2428
		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)
# 2022/2428	06/01/2022	1,269.72	91.26	1,360.98
→Part 2: Total*				1,360.98

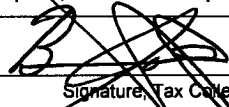
## Part 3: Other Certificates Redeemed by Applicant (Other than County)

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2023/2398	06/01/2023	959.89	6.25	47.99	1,014.13
Part 3: Total*					1,014.13

## 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)	2,375.11
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	896.71
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)	3,646.82

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:  Signature, Tax Collector or Designee

Escambia, Florida  
Date April 26th, 2024

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

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<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.	47,033.50
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>07/02/2025</u> Signature, Clerk of Court or Designee	

## INSTRUCTIONS *1625*

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

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

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

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

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

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

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

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

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

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

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

### Clerk of Court (complete Part 5)

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

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

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2400768

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,  
SAVVY FL LLC  
FTB COLLATERAL ASSIGNEE  
P.O. BOX 1000 - DEPT, #3035  
MEMPHIS, TN 38148-3035,

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
05-5623-000	2022/2428	06-01-2022	LT 6 BLK 1 LIVE OAK TERRACE S/D PB 4 P 31 OR 4338 P 509

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  
SAVVY FL LLC  
FTB COLLATERAL ASSIGNEE  
P.O. BOX 1000 - DEPT, #3035  
MEMPHIS, TN 38148-3035

04-25-2024  
Application Date

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



**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 #: 05-5623-000 CERTIFICATE #: 2022-2428

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: March 10, 2005 to and including March 10, 2025 Abstractor: Vicki Campbell

BY

Michael A. Campbell,  
As President  
Dated: March 12, 2025

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

March 12, 2025

Tax Account #: **05-5623-000**

1. The Grantee(s) of the last deed(s) of record is/are: **TERENCE J MCCRAY**

**By Virtue of Warranty Deed recorded 11/19/1998 in OR 4338/509 Divorce in OR 7158/1671 has provisions for wife if loan is delinquent so we have included her for notice although her name was not on the deed.**

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 Small Business Administration recorded 5/19/2005 – OR 5642/1137**
- b. Judgment in favor of Capital One Bank (USA), N.A., recorded 8/10/2016 – OR 7571/1253**

4. Taxes:

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

**Tax Account #: 05-5623-000**

**Assessed Value: \$0.00**

**Exemptions: PROPERTY APPRAISER SITE HAS THIS ACCOUNT REDACTED**

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:** JUL 2, 2025

**TAX ACCOUNT #:** 05-5623-000

**CERTIFICATE #:** 2022-2428

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

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

**TERENCE J MCCRAY**  
**11 ST REGIS DR**  
**PENSACOLA, FL 32505**

**LYNNEA M MCCRAY**  
**11653 ARUBA DR**  
**PENSACOLA, FL 32506**

**US SMALL BUSINESS ADMINISTRATION**  
**801 TOM MARTIN DR, SUITE 120**  
**BIRMINGHAM, AL 35211**

**CAPITAL ONE BANK (USA) NA**  
**C/O ZAKHEIM & LAVRAR PA**  
**1133 S UNIVERSITY DR 2<sup>ND</sup> FLOOR**  
**PLANTATION, FL 33324**

Certified and delivered to Escambia County Tax Collector, this 18<sup>th</sup> day of March 2025.

**PERDIDO TITLE & ABSTRACT, INC.**



BY: Michael A. Campbell, As Its President

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

**PROPERTY INFORMATION REPORT**

**March 12, 2025**

**Tax Account #:05-5623-000**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**LT 6 BLK 1 LIVE OAK TERRACE S/D PB 4 P 31 OR 4338 P 509**

**SECTION 15, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 05-5623-000(0725-12)**

005  
32-4

Recording Fees: \$ \_\_\_\_\_  
Documentary Stamps: + \_\_\_\_\_  
Total: \$ \_\_\_\_\_

Prepared By And Return To:

**SOUTHEAST TITLE GROUP, LLP**

Address: 1101 N. Palafox Street  
Pensacola, FL 32501

SE File #98P-10073/

Property Appraisers Parcel I.D. Number(s):

05-5623-000

Grantee(s) S.S.#(s):

██████████

OR BK 4338 P80509  
Escambia County, Florida  
INSTRUMENT 98-554162

DEED DOC STAMPS PD # ESC CO \$ 385.00  
11/19/98 WHITE LEE WAGNER, CLERK

By: 

## WARRANTY DEED

THIS WARRANTY DEED made and executed the 30<sup>th</sup> day of October, 1998 by KENNETH D. BOYLE and LYNDIA S. BOYLE, HUSBAND AND WIFE, hereinafter called the Grantor, to TERENCE J. MCCRAY, A SINGLE MAN, whose post office address is: ██████████

hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

**WITNESSETH:** That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate, lying and being in ESCAMBIA County, State of Florida, viz:

**LOT 6, BLOCK 1, LIVE OAK TERRACE, BEING A PORTION OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 31, PUBLIC RECORDS OF SAID COUNTY.**

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

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

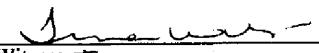
**AND** the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 1998.

**IN WITNESS WHEREOF**, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered  
in the presence of:



Witness: **BRIDGETTE R. HOUCK**



Witness: Tina Wilkes

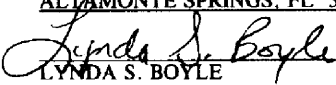
Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

  
KENNETH D. BOYLE

Address: 984 VINERIDGE RUN #201 FB

ALTAMONTE SPRINGS, FL 32714

  
LYNDA S. BOYLE

Address: 984 VINERIDGE RUN #201 LB

ALTAMONTE SPRINGS, FL 32714

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared KENNETH D. BOYLE and LYNDIA S. BOYLE, HUSBAND AND WIFE, who produced the identification described below, and who acknowledged before me that they executed the foregoing instrument.

Witness my hand and official seal in the county and state aforesaid this 30<sup>th</sup> day of October, 1998.



  
Notary Public: **BRIDGETTE R. HOUCK**  
Identification Examined: DL



**RESIDENTIAL SALES  
ABUTTING ROADWAY  
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County, and if not, what person or entity will be responsible for maintenance. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia county code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the county of the veracity of any disclosure statement.

Name of Roadway: \_\_\_\_\_

Legal Address of Property: \_\_\_\_\_

1. The County ( ) has accepted ( ) has not accepted the abutting roadway for maintenance.

This form completed by: **SOUTHEAST TITLE GROUP, LLP, P. O. BOX 126, PENSACOLA, FL. 32591.**

**AS TO SELLER(S):**

\_\_\_\_\_  
KENNETH D. BOYLE

\_\_\_\_\_  
Witness:

\_\_\_\_\_  
LYNDA S. BOYLE

\_\_\_\_\_  
Witness:

**AS TO BUYER(S):**

\_\_\_\_\_  
*Terence J. McCray*  
TERENCE J. MCCRAY

\_\_\_\_\_  
*Bridgette R. Houck*  
Witness: **BRIDGETTE R. HOUCK**

\_\_\_\_\_  
*Tina Wiles*  
Witness: *Tina Wiles*

THIS FORM APPROVED BY THE  
ESCAMBIA COUNTY BOARD  
OF COUNTY COMMISSIONERS  
Effective 4/15/95

**RESIDENTIAL SALES  
ABUTTING ROADWAY  
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County, and if not, what person or entity will be responsible for maintenance. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia county code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the county of the veracity of any disclosure statement.

Name of Roadway: \_\_\_\_\_


Legal Address of Property: \_\_\_\_\_

1. The County ☒ has accepted ( ) has not accepted the abutting roadway for maintenance.

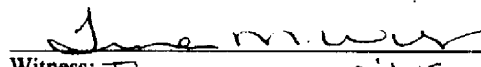
This form completed by: SOUTHEAST TITLE GROUP, LLP, P. O. BOX 126, PENSACOLA, FL. 32591.

**AS TO SELLER(S):**

  
KENNETH D. BOYLE

  
LYNDA S. BOYLE

  
Witness: BRIDGETTE R. HOUCK

  
Witness: Tina M. Wiles

**AS TO BUYER(S):**

TERENCE J. MCCRAY

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

RCD Nov 19, 1998 12:11 pm  
Escambia County, Florida

THIS FORM APPROVED BY THE  
ESCAMBIA COUNTY BOARD  
OF COUNTY COMMISSIONERS  
Effective 4/15/95

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 98-554162

MAIL ANY NOTICE OF DEFAULT TO:  
U.S. SMALL BUSINESS ADMINISTRATION  
801 Tom Martin Drive, Suite 120  
Birmingham, Alabama, 35211

THIS INSTRUMENT PREPARED BY AND MAIL TO:  
Kathryn Keeney, Attorney/Advisor  
U.S. SMALL BUSINESS ADMINISTRATION  
14925 Kingsport Road  
Fort Worth, Texas 76155-2243  
(817)868-2300

MCCRAY, Terence J. and Lynnea M.  
# 3627-13314 Loan No. DLH 84153340-09

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### **MORTGAGE (Direct)**

This mortgage made and entered into this 7th day of May 2005, by and between Terence J. McCray, joined by his wife Lynnea M. McCray, 2635 Green Bay Avenue, Pensacola, Florida 32526 (hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at 801 Tom Martin Drive, Suite 120, Birmingham, Alabama, 35211

**WITNESSETH**, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Escambia, State of Florida:

LOT 6, BLOCK 1, LIVE OAK TERRACE, BEING A PORTION OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 31, PUBLIC RECORDS OF SAID COUNTY.

More commonly known as: 11 Saint Regis Drive, Pensacola, Florida, 32505

It is hereby agreed between the parties hereto, that if the mortgagor, subsequent to the date of this mortgage, conveys, contracts, or attempts to sell the above described mortgaged property in any way or manner whatsoever, while said property is mortgaged to the mortgagee, and without the written consent of the mortgagee, then and in such event the whole sum of principal and interest of the debt secured by this mortgage shall, at the option of the mortgagee, become immediately due and payable, and this mortgage may be foreclosed at once if said debt is not paid in full.

"This transaction is exempt from the Florida Intangible Tax since a governmental agency is holder of the indebtedness".

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated January 7, 2005 in the principal sum of \$71,800.00 and maturing on January 7, 2035.

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said premises. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

MCCRAY, Terence J. and Lynnea M.  
3627-13314 / DLH 84153340-09

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated; all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinabove provided, the mortgagor or any person in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the *deficiency without regard to appraisal*.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.
9. In compliance with section 101.106 of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.106], this instrument is to be construed and enforced in accordance with applicable Federal law.
10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.
11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 2635 Green Bay Avenue, Pensacola, Florida 32526 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 801 Tom Martin Drive, Suite 120 Birmingham, Alabama, 35211.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

)  
)ss  
)

Terence J. McCray  
Terence J. McCray

The foregoing instrument was acknowledged before me this

19th day of MAY, 2005 by

Terence J. McCray

who produced a PERSONALLY KNOWN as identification.

Ashley Lynn Hicks

Notary Public, State of Florida at Large

My Commission Expires:



ASHLEY LYNN HICKS  
MY COMMISSION # DD 315189  
EXPIRES: April 29, 2008  
Bonded thru Budget Notary Services

STATE OF FLORIDA

COUNTY OF ESCAMBIA

)  
)ss  
)

Lynnea M. McCray  
Lynnea M. McCray

The foregoing instrument was acknowledged before me this

19th day of MAY, 2005 by

Lynnea M. McCray

who produced a PERSONALLY KNOWN as identification.

Ashley Lynn Hicks

Notary Public, State of Florida at Large

My Commission Expires:



ASHLEY LYNN HICKS  
MY COMMISSION # DD 315189  
EXPIRES: April 29, 2008  
Bonded thru Budget Notary Services

Recorded in Public Records 06/03/2016 at 12:00 PM OR Book 7534 Page 241,  
Instrument #2016041127, Pam Childers Clerk of the Circuit Court Escambia  
County, FL

Filing # 42164619 E-Filed 06/01/2016 09:32:02 AM

IN THE COUNTY COURT FOR THE  
1ST JUDICIAL CIRCUIT IN  
AND FOR ESCAMBIA COUNTY, FLORIDA

CASE NUMBER: 2011 SC 003566V

CAPITAL ONE BANK (USA), N.A.,  
Plaintiff,

vs.

TERENCE J MCCRAY,  
Defendant.

FINAL JUDGMENT

This cause, having come before the court upon the submission of Plaintiff's Affidavit of Nonpayment and the court having reviewed the pleadings and being otherwise duly advised in the premises,

IT IS ADJUDGED that Plaintiff, CAPITAL ONE BANK (USA), N.A., , recover from the Defendant(s), TERENCE J MCCRAY, [REDACTED] the sum of \$610.03 on principal and \$350.00 for costs for which let execution issue.

IT IS FURTHER ADJUDGED that the judgment debtor(s) shall complete under oath a Fact Information Sheet, including all required attachments and the spouse related portion, and serve it on the judgment creditor's attorney, Zakheim & LaVrar, P.A., within 45 days of the date of this final judgment, unless the final judgment is satisfied or post-judgment discovery is stayed.

ORDERED in ESCAMBIA County, Florida, this 31st day of May 20 16

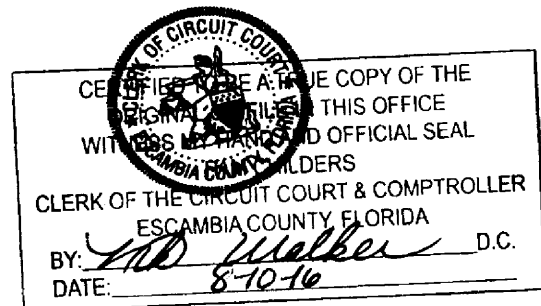
  
JUDGE

Copies furnished to:

ZAKHEIM & LAVRAR, P.A., 1133 SOUTH UNIVERSITY DRIVE, SECOND FLOOR, PLANTATION FLORIDA 33324.

TERENCE J MCCRAY, [REDACTED]

Account No: XXXXXXXXXXXX2702  
File No: 3000469262.001



**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: 055623000 Certificate Number: 002428 of 2022**

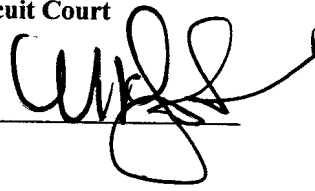
**Payor: TERENCE J MCCRAY 11 ST REGIS DR PENSACOLA FL 32505 Date 5/16/2025**

Clerk's Check # 1  
Tax Collector Check # 1

Clerk's Total	\$558.60
Tax Collector's Total	\$4,473.60
Postage	\$32.80
Researcher Copies	\$0.00
Recording	\$10.00
Prep Fee	\$7.00
Total Received	\$5,082.00

*Reduced  
4/16/12*

**PAM CHILDERS  
Clerk of the Circuit Court**

Received By:   
Deputy Clerk

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

5/16/2025