



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

1024-45

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC FBO SEC PTY PO BOX 12225 NEWARK, NJ 07101-3411	Application date	Apr 11, 2024
Property description	RENFRO JOHN 2983 OAKRIDGE RD DEFUNIAK SPRINGS, FL 32433 3724 W JACKSON ST 07-1055-000 LTS 1 2 BLK 3 OAKDALE PB 1 P 56 OR 8529 P 1465 CA 158	Certificate #	2022 / 3098
		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)
# 2022/3098	06/01/2022	751.08	37.55	788.63
→Part 2: Total*				788.63

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)
# 2023/3096	06/01/2023	845.78	6.25	139.55	991.58
Part 3: Total*					991.58

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)	1,780.21
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	615.00
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)	2,770.21

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: <u>Candice Lewis</u> Signature, Tax Collector or Designee	<u>Escambia, Florida</u> Date <u>April 22nd, 2024</u>
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Send this certification to the Clerk of Court by 10 days after the date signed. See Instructions on Page 2

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>10/02/2024</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.

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2400208

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

ASSEMBLY TAX 36, LLC
ASSEMBLY TAX 36 LLC FBO SEC PTY
PO BOX 12225
NEWARK, NJ 07101-3411,

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
07-1055-000	2022/3098	06-01-2022	LTS 1 2 BLK 3 OAKDALE PB 1 P 56 OR 8529 P 1465 CA 158

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
ASSEMBLY TAX 36, LLC
ASSEMBLY TAX 36 LLC FBO SEC PTY
PO BOX 12225
NEWARK, NJ 07101-3411

04-11-2024
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: 3425300870010003 Account: 071055000 Owners: OSHEA PROPERTIES LLC Mail: 2402 WOODBINE DR CRESTVIEW, FL 32536 Situs: 3724 W JACKSON ST 32505 Use Code: SINGLE FAMILY RESID Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window <small>Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector</small>					Assessments <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2023</td> <td>\$11,037</td> <td>\$24,530</td> <td>\$35,567</td> <td>\$35,567</td> </tr> <tr> <td>2022</td> <td>\$11,037</td> <td>\$34,763</td> <td>\$45,800</td> <td>\$45,800</td> </tr> <tr> <td>2021</td> <td>\$11,037</td> <td>\$27,371</td> <td>\$38,408</td> <td>\$38,408</td> </tr> </tbody> </table> <div style="text-align: center;"> Disclaimer Tax Estimator File for Exemption(s) Online Report Storm Damage </div>					Year	Land	Imprv	Total	Cap Val	2023	\$11,037	\$24,530	\$35,567	\$35,567	2022	\$11,037	\$34,763	\$45,800	\$45,800	2021	\$11,037	\$27,371	\$38,408	\$38,408																																		
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Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>04/09/2024</td> <td>9129</td> <td>1825</td> <td>\$78,000</td> <td>WD</td> <td></td> </tr> <tr> <td>10/12/2023</td> <td>9059</td> <td>1191</td> <td>\$100</td> <td>CJ</td> <td></td> </tr> <tr> <td>05/12/2021</td> <td>8529</td> <td>1465</td> <td>\$42,000</td> <td>WD</td> <td></td> </tr> <tr> <td>07/17/2009</td> <td>6500</td> <td>1105</td> <td>\$100</td> <td>QC</td> <td></td> </tr> <tr> <td>09/2006</td> <td>5997</td> <td>1097</td> <td>\$27,000</td> <td>WD</td> <td></td> </tr> <tr> <td>04/2004</td> <td>5384</td> <td>722</td> <td>\$58,000</td> <td>WD</td> <td></td> </tr> <tr> <td>05/1999</td> <td>4417</td> <td>163</td> <td>\$40,000</td> <td>WD</td> <td></td> </tr> <tr> <td>01/1990</td> <td>2804</td> <td>988</td> <td>\$27,900</td> <td>WD</td> <td></td> </tr> </tbody> </table> <small>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</small>					Sale Date	Book	Page	Value	Type	Official Records (New Window)	04/09/2024	9129	1825	\$78,000	WD		10/12/2023	9059	1191	\$100	CJ		05/12/2021	8529	1465	\$42,000	WD		07/17/2009	6500	1105	\$100	QC		09/2006	5997	1097	\$27,000	WD		04/2004	5384	722	\$58,000	WD		05/1999	4417	163	\$40,000	WD		01/1990	2804	988	\$27,900	WD		2023 Certified Roll Exemptions None Legal Description LTS 1 2 BLK 3 OAKDALE PB 1 P 56 OR 9129 P 1825 CA 158 Extra Features None				
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Parcel Information					Launch Interactive Map																																																										

Section
Map Id:
CA158

Approx.
Acreage:
0.4223

Zoned:

MDR
MDR
MDR
MDR
MDR
MDR
MDR
MDR

Evacuation
& Flood

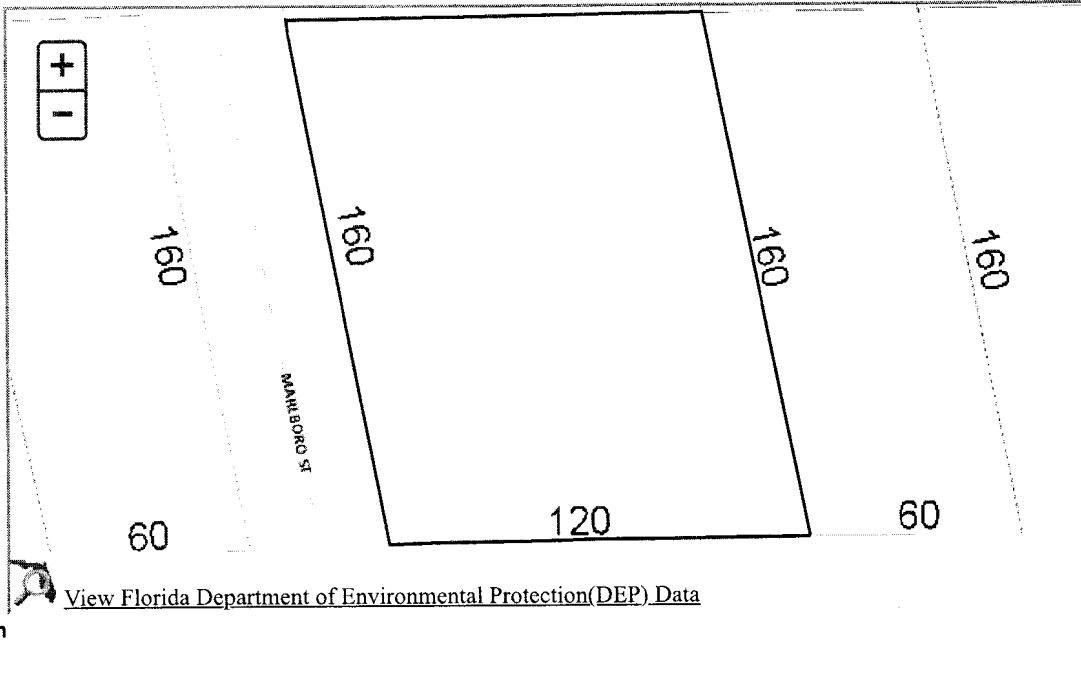
Information

Open

Report



[View Florida Department of Environmental Protection\(DEP\) Data](#)

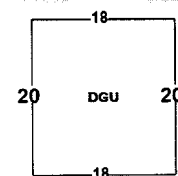


Buildings

Address: 3724 W JACKSON ST, Year Built: 1941, Effective Year: 1941, PA Building ID#: 82742

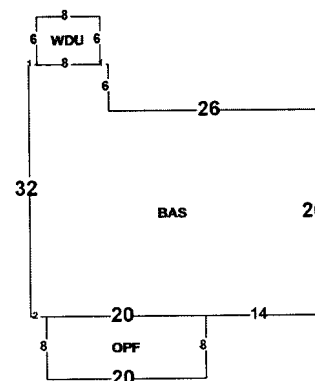
Structural Elements

DECOR/MILLWORK-AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-VINYL SIDING
FLOOR COVER-HARDWOOD/PARQUET
FOUNDATION-WOOD/SUB FLOOR
HEAT/AIR-WALL/FLOOR FURN
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-6
NO. STORIES-1
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-GABLE
STORY HEIGHT-0
STRUCTURAL FRAME-WOOD FRAME



Areas - 1564 Total SF

BASE AREA - 996
DET GARAGE UNF - 360
OPEN PORCH FIN - 160
WOOD DECK UNF - 48



Images



9/28/2023 12:00:00 AM

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

Last Updated: 04/25/2024 (tc 1747)

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **ASSEMBLY TAX 36 LLC** holder of **Tax Certificate No. 03098**, 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:

LTS 1 2 BLK 3 OAKDALE PB 1 P 56 OR 8529 P 1465 CA 158

SECTION 34, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 071055000 (1024-45)

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

JOHN RENFRO

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 October, which is the **2nd** day of **October 2024**.

Dated this 26th day of April 2024.

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



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

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



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

**BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY**

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

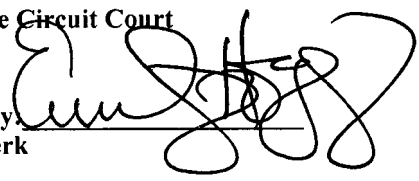
**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 071055000 Certificate Number: 003098 of 2022**

**Payor: KNIGHT BARRY TITLE SOLUTIONS INC 400 WISCONSIN AVE RACINE WI 53403
Date 5/23/2024**

Clerk's Check #	1	Clerk's Total	\$497.04
Tax Collector Check #	1	Tax Collector's Total	\$3,025.78
		Postage	\$100.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$3,639.82

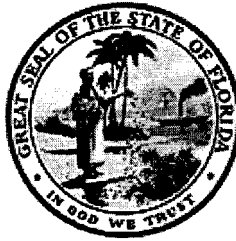
\$2,960.85
\$2,977.85

**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>**

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 003098

Redeemed Date 5/23/2024

Name KNIGHT BARRY TITLE SOLUTIONS INC 400 WISCONSIN AVE RACINE WI 53403

Clerk's Total = TAXDEED	\$497.04 \$2,960.85
Due Tax Collector = TAXDEED	\$3,025.78
Postage = TD2	\$100.00
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



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 071055000 Certificate Number: 003098 of 2022

Redemption ☐ No ☒ Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="10/2/2024"/>	Redemption Date <input type="text" value="5/23/2024"/>
Months	6	1
Tax Collector	<input type="text" value="\$2,770.21"/>	<input type="text" value="\$2,770.21"/>
Tax Collector Interest	\$249.32	\$41.55
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$3,025.78	<input type="text" value="\$2,818.01"/> 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	\$41.04	\$6.84
Total Clerk	\$497.04	<input type="text" value="\$462.84"/> CH
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="\$100.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$3,639.82	\$3,297.85
	Repayment Overpayment Refund Amount	\$341.97
Book/Page	<input type="text" value="9137"/>	<input type="text" value="718"/>

Notes



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 #: 07-1055-000 CERTIFICATE #: 2022-3098

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: June 06, 2004 to and including June 06, 2024 Abstractor: Ben Murzin

BY

Michael A. Campbell,
As President
Dated: June 12, 2024

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

June 12, 2024

Tax Account #: **07-1055-000**

1. The Grantee(s) of the last deed(s) of record is/are: **O'SHEA PROPERTIES LLC, A FLORIDA LIMITED LIABILITY COMPANY**

By Virtue of Warranty Deed recorded 4/10/2024 in OR 9129/1825

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 Kimberly Day Scheid recorded 04/10/2024 OR 9129/1828

4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 07-1055-000

Assessed Value: \$45,567.00

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: OCT 2, 2024

TAX ACCOUNT #: 07-1055-000

CERTIFICATE #: 2022-3098

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 checked="" type="checkbox"/>	Homestead for <u>2023</u> tax year.

OSHEA PROPERTIES LLC
2402 WOODBINE DR
CRESTVIEW FL 32536

OSHEA PROPERTIES LLC
3724 W JACKSON ST
PENACOLA FL 32505

KIMBERLY DAY SCHEID
C/O WELTON LAW FIRM
1020 S FERDON BLVD
CRESTVIEW FL 32536

Certified and delivered to Escambia County Tax Collector, this 12th day of June, 2024.

PERDIDO TITLE & ABSTRACT, INC.



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

June 12, 2024

Tax Account #:07-1055-000

**LEGAL DESCRIPTION
EXHIBIT "A"**

LTS 1 2 BLK 3 OAKDALE PB 1 P 56 OR 8529 P 1465 CA 158

SECTION 34, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 07-1055-000(1024-45)

Prepared By and Return To:
Knight Barry Title Solutions Inc.
204 N. Main Street
Crestview, FL 32536

Order No.: 2257075

Property Appraiser's Parcel I.D. (folio) Number:
342S300870010003

WARRANTY DEED

THIS WARRANTY DEED dated April 9, 2024, by John Albert Renfro, II, whose post office address is C/O Mark Welton, 1020 S. Ferdon Blvd, Crestview, Florida 32536 (the "Grantor"), to O'Shea Properties, LLC, a Florida Limited Liability Company, whose post office address is 2402 Woodbine Dr, Crestview, Florida, 32536 (the "Grantee").

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

WITNESSETH: That the Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the Grantee, all that certain land situated in County of Escambia, State of Florida, viz:

Lots 1 and 2, Block 3, Oakdale, a subdivision of a portion of Section 34, Township 2 South, Range 30 West, according to the Plat thereof, recorded in Plat Book 1, Page(s) 56, of the Public Records of Escambia County, Florida.

non-homestead property of the Grantor

Subject to easements, restrictions, reservations and limitations of record, if any.

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; that the Grantor hereby fully 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 taxes accruing subsequent to: December 31, 2023.

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

Signed, sealed and delivered in presence of:

Kristen D. Ellis
Witness Signature

Kristen D. Ellis
Printed Name of First Witness

1020 S. Ferdon Blvd. Crestview, FL
Address of First Witness 32536

Beverly Bohac
Witness Signature

Beverly Bohac
Printed Name of Second Witness

1020 S. Ferdon Blvd. Crestview FL
Address of Second Witness 32536

John Albert Renfro II by Mark Welton
as his Attorney in Fact

Grantor Address:
C/O Mark Welton, 1020 S. Ferdon Blvd
Crestview, FL 32536

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of
☒ Physical Presence or ☐ Online Notarization
this April 9, 2024, by Mark Welton, as Attorney in Fact for John Albert Renfro, II.

Kristen D. Ellis
Notary Public: Kristen D. Ellis
Notary Public, State of Florida

Produced identification:
☒ driver's license / state identification card
☒ other: personally known



[Signature]

This instrument was prepared by
and should be returned to:
Mark H. Welton
Welton Law Firm, LLC
1020 S. Ferdon Blvd.
Crestview, FL 32536

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE AND SECURITY AGREEMENT ("Mortgage") is made this 9th day of April, 2024, between the Mortgagor, **O'Shea Properties, LLC**, ("Borrower"), whose address is 2402 Woodbine Drive, Crestview, FL 32536, and the Mortgagee, **Kimberly Day Scheid, a married woman**, whose address is c/o Welton Law Firm, 1020 S. Ferdon Blvd., Crestview, FL 32536 ("Lender"). Borrower owes Lender the principal sum of Ninety Thousand and 00/100 Dollars (\$90,000.00) evidenced by that certain promissory note of even date herewith, executed by Borrower and delivered to Lender, which by reference is made a part hereof to the same extent as though set out in full herein, (the "Note") which provides for a Twelve (12) month maturity date of April 9, 2025. This Mortgage secures to Lender: (a) the repayment of the debt evidenced by the Note, together with interest and other payments required of Borrower, and all renewals, extensions, and modifications thereof; (b) the payment of all other sums, with interest, advanced under this Mortgage; and (c) the performance of Borrower's covenants and agreements under this Mortgage, the Note and all other loan documents executed by Borrower in connection with this loan, which are all hereby incorporated by reference (the "Loan Documents"). Any breach, default, or nonperformance of the obligations set forth in any of the Loan Documents shall constitute a breach of the covenants of this Mortgage. To secure the performance of all terms and conditions of the Loan Documents, Borrower does hereby mortgage, grant, and convey to Lender the following described property located in Escambia County, Florida:

**Lots 1 and 2, Block 3, Oakdale, a subdivision of a portion of Section 34,
Township 2 South, Range 30 West, according to the Plat thereof, recorded in
Plat Book 1, Page(s) of the Public Records of Escambia County, Florida.**

TOGETHER with all and singular the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, contract rights, other rights, liberties, and privileges thereof or in any way now or hereafter appertaining, including any other claim at law or in equity as well as any after acquired title, franchise, or license and the reversion and reversions and remainder and remainders thereof.

TOGETHER with all after acquired property of Borrower located on, attached to, or used in the improvement of the Property (the "After Acquired Property"), to which After Acquired Property the lien of the Mortgage shall automatically attach without further act of Borrower or Lender.

TOGETHER with all right, title and interest of Borrower in and to the minerals, soil, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter on the above-described property or under or above the same or any part or parcel thereof.

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2257075

TOGETHER with all instruments, documents, chattel papers and general intangibles relating to or arising from the foregoing collateral, and all cash and non-cash proceeds and products thereof.

TOGETHER with all of Borrower's right, title, and interest (but not the obligation) now or hereafter acquired by Borrower in and to all leases, agreements of sale and other agreements in connection with the real property covered by this Mortgage, and the rents, issues and profits payable therefrom.

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration and repair of such improvements now or hereafter erected thereon, all of which materials shall be deemed to be included within the mortgaged premises immediately upon the delivery thereof to such mortgaged premises, and all fixtures and equipment now or hereafter owned by Borrower and attached to said premises, including but not limited to all apparatus, motors, elevators, fittings, radiators, gas ranges, mechanical refrigerators, awnings, shades, screens, venetian blinds, all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air-conditioning, hot water heating, and sprinkler equipment and fixtures and appurtenances thereto, and all built-in equipment and built-in furniture; and all renewals or replacements thereof or articles in substitution therefor, whether or not the same are or shall be attached to the above-described property or building or buildings in any manner, it being mutually agreed that all the aforesaid property owned by said Borrower and placed by it on said premises shall, so far as permitted by law, be deemed to be affixed to the realty and covered by this Mortgage. The above-described property, After Acquired Property, buildings, parking spaces, improvements, fixtures, equipment, tenements, property interests, and all other rights are hereinafter collectively referred to as the "Property."

TO HAVE AND TO HOLD the above-granted and described Property unto Lender, its successors and assigns, forever.

Borrower represents, warrants, and covenants that: Borrower is lawfully seized of the Property in fee simple; Borrower has full power and lawful right to mortgage, grant, and convey the Property and that the Property is unencumbered; except as expressly set forth in this Mortgage; all property, fixtures and equipment shall be deemed to be realty and encumbered by this Mortgage. Borrower warrants and will defend the title to the Property against all claims and demands, subject to any encumbrances of record, existing as of the date of this mortgage.

Borrower further covenants and agrees with Lender as follows:

1. Payment and Performance. Borrower shall pay to Lender in accordance with the terms of the Note and this Mortgage, the principal and interest, and other sums therein set forth; and shall perform and comply with all the agreements, conditions, covenants, provisions and stipulations of the Note and this Mortgage.

PROMISSORY NOTE

\$90,000.00

When payable: AS HEREINAFTER STATED

Crestview, Florida

April 9, 2024

For value received, I **O'Shea Properties, LLC**, ("Borrower") promise to pay to the order of **Kimberly Day Scheid, a married woman**, ("Lender"), of c/o Welton Law Firm, LLC, 1020 S. Ferdon Blvd., Crestview, FL 32536, the sum of Ninety Thousand and 00/100 Dollars (\$90,000.00), to be amortized over Twelve (12) months with payment due in Twelve (12) months together with interest thereon at the rate of nine percent (9.0%) and a document prep fee of One Thousand and 00/100 Dollars (\$1,000.00) payable as follows:

In interest-only payments, beginning on May 9, 2024, in the amount of \$675.00, continuing on the 9th day of each month thereafter until April 9, 2025 when the entire principal balance and accrued interest along with any late fees will be due and payable in full. If at the end of the twelve (12) month payment period the Borrower wishes to extend the loan for another period, the lender will agree to review for a renewal with terms to be renegotiated.

Payments of all or part of the principal may be made at any time without penalty. If a payment is received more than five (5) days late, a late charge equal to five percent (5%) of the payment due shall be applicable. If the default is not cured by payment of the entire payment due along with any late fee within the month it is due, the default interest rate of eighteen percent (18%) per annum will begin on the entire unpaid principal, adjusting the monthly payment and amortization schedule to account for the change in the interest rate.

We, whether principal, surety, guarantor, endorser, or other party hereto, agree to be jointly and severally bound. We each further waive demand, protest and notice of demand, protest and non-payment.

LENDER AND BORROWER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS PROMISSORY NOTE, ANY AGREEMENT EXECUTED, OR CONTEMPLATED TO BE EXECUTED, IN CONNECTION HERewith, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENTS, WHETHER VERBAL OR WRITTEN, OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR LENDER ACCEPTING THIS PROMISSORY NOTE FROM BORROWER.

Given under the hand and seal on the date first set forth above.

2. Charges, Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage as well as

leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments. Borrower shall promptly discharge any lien which has priority over this Mortgage unless Borrower agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender or secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Mortgage.

3. Insurance. Borrower shall keep the Property continuously insured against all hazards as Lender may reasonably require, including, but not limited to, insurance against loss or damage by fire, with extended coverage, public liability coverage, flood insurance, if required, for all improvements now or hereafter located on the Property, all of which shall be issued by an insurance company, or companies reasonably satisfactory to Lender, and in such total amounts as Lender may require from time to time. Each policy shall be in form satisfactory to Lender, shall be maintained in full force and effect, shall be endorsed with a standard mortgage clause in favor of Lender as first mortgagee, and shall provide for at least thirty (30) days' notice to Lender prior to cancellation thereof. If the insurance, or any part thereof, shall expire, or be withdrawn, or become void by Borrower's breach of any condition thereof, or for any reason whatsoever the insurance shall be unsatisfactory to Lender, Borrower shall place insurance on the Property satisfactory to Lender. If Borrower fails to provide proof of the required insurance or fails to maintain such insurance as required herein, Lender may obtain a policy protecting Lender's interest in the Property for the remaining term of the loan. Borrower acknowledges and understands that if Lender purchases any such insurance coverage, the insurance coverage may provide limited protection against physical damage to the Property up to the amount of the loan and that any equity in the Property may not be insured. The insurance coverage may not provide any public liability or property damage indemnification and may not meet the requirements of any financial responsibility law. Borrower authorizes Lender to obtain insurance coverage to protect Lender's interest in the Property and to add the premium, and interest thereon, to the obligations secured under this Mortgage in the event that Borrower fails to provide proof of the required insurance coverage or in the event such insurance coverage is cancelled or terminated. Interest on the premium shall accrue from the date the premium is advanced by Lender at the default rate of interest under the Note, and the amount of the premium and interest thereon shall be payable upon demand. All renewal policies, with premiums paid, shall be delivered to Lender at least thirty (30) days before expiration of the old policies. Lender shall have the right to retain and apply the proceeds of any such insurance, at its election, to reduction of the indebtedness secured hereby, or to restoration or repair of the property damaged, at Lender's sole and absolute option.

4. Preservation and Maintenance of Property. Borrower shall not destroy, damage, or substantially change or commit waste on the Property, or allow the Property to deteriorate.

5. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Mortgage or any of the other Loan Documents, if any, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation, or to enforce laws or

regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees or entering upon the Property to make repairs. Although Lender may take such action under this paragraph, such action shall be solely at Lender's option and discretion. Any amounts disbursed by Lender under this paragraph shall become additional debt of Borrower and secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the default rate of interest under the Note and shall be payable, with interest, upon demand.

6. Inspection. Lender or its agent may make reasonable entries upon and inspection of the Property, upon mutually acceptable dates/times as agreed by the parties.

7. Condemnation. The proceeds of any award or claim of damages, direct, special, severance, consequential, or otherwise, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a partial or total taking of the Property, the proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Borrower. Borrower shall not settle any such condemnation action without Lender's prior written approval. If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to make an award or settle a claim for damage and Borrower fails to respond to Lender within thirty (30) days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sum secured by this Mortgage whether or not then due.

8. Borrower Not Released; Forbearance by Lender Not A Waiver. Extension of the time for payment or modification of amortization of the sum secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sum secured by this Mortgage by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

9. Successors and Assigns Bound; Joint and Several Liability; Agents; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower. All covenants and agreements of Borrower shall be joint and several. In exercising any rights hereunder or taking any actions provided for herein, Lender may act through its employees, agents, or independent contractors as authorized by Lender. The captions and headings of the paragraphs of this mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

10. Jurisdiction, Applicable Law, and Venue. Borrower agrees that this Mortgage and the other Loan Documents shall be governed by and construed in accordance with the laws

of the State of Florida. Borrower hereby specifically agree that notwithstanding the provision of any state or federal law to the contrary, the venue for the enforcement, construction, or interpretation of this Mortgage shall lie exclusively in Okaloosa County, Crestview, Florida, and Borrower hereby specifically waives any right to have any action involving this Mortgage filed or maintained in any court of any other county in the State of Florida or any court in any other state or country.

11. Acceleration; Remedies. Upon Borrower's breach of any covenant or agreement in this Mortgage or any of the other Loan Documents, including, but not limited to, the covenants to pay when due any sums secured by this Mortgage, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding and may invoke any other remedies permitted by applicable law or provided herein. Lender shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including, but not limited to, attorneys' fees, costs of documentary evidence, abstracts and title reports, to include all attorney's fees necessary to enforce any aspect of this agreement and the terms and conditions thereof. Neither Borrower nor any other person now or hereafter obligated for payment of all or any part of the sums now or hereafter secured by this Mortgage shall be relieved of such obligation by reason of the failure of Lender to comply with any request of Borrower or of any other person so obligated to take action to foreclose on this Mortgage or otherwise enforce any provisions of this Mortgage or any of the other Loan Documents, or by reason of the release, regardless of consideration, of all or any part of the security held for the indebtedness secured by this Mortgage, or by reason of any agreement or stipulation between any subsequent owner of the mortgaged property and Lender extending the time of payment or modifying the terms of any of the Loan Documents, without first having obtained the consent of Borrower or such other person; and in the latter event, Borrower and all such other persons shall continue to be liable to make payments according to the terms of any such extension or modification agreement, unless expressly released and discharged in writing by Lender.

12. Lender in Possession. Upon acceleration under paragraph 11 or abandonment of the Property, a receiver may be judicially appointed to enter upon, take possession of and manage the Property, and to collect the rents of the Property including those past due. Any rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage in whatever order Lender may determine. The foregoing remedies shall be in addition to any and all other rights and remedies of Lender under any separate Assignment of Rents and Florida law.

13. Counsel Fees. If Lender becomes a party to any suit or proceeding affecting the Property or title thereto, the lien created by this Mortgage or Lender's interest therein, or if Lender engages counsel to collect any of the indebtedness or to enforce performance of the agreements, conditions, covenants, provisions or stipulations of this Mortgage or any of the other Loan Documents, Lender's costs, expenses and reasonable counsel fees shall be paid to Lender by Borrower, on demand, with interest at the default rate set forth in the Note, and until paid they shall be deemed to be part of the indebtedness evidenced by the Note and secured by this Mortgage.

14. Notice. Any notice provided for in this Mortgage or in the Note shall be given by mailing such notice by certified mail, addressed to Borrower or Lender at their respective addresses stated above or at such other address as they may designate by notice to the other. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Future Advances. Pursuant to the laws of the State of Florida, this Mortgage shall secure not only the existing indebtedness evidenced by the Note, but also such future advances as may be made by Lender to Borrower in accordance with the Note, this Mortgage or any of the other Loan Documents, whether or not such advances are obligatory as are made within twenty (20) 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, and the total amount of indebtedness that shall be so secured by this Mortgage may decrease or increase from time to time, provided that the total unpaid balance so secured at any one time shall not exceed a principal amount of two times the original amount of the Note secured hereby plus interest thereon and plus any disbursements made for the payment of taxes, levies, or insurance on the property covered by the lien of this Mortgage, together with interest on such disbursements.

16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or an interest therein is sold or transferred by Borrower, or if Borrower is a corporation, partnership, trust or other legal entity, and a beneficial interest in Borrower is sold or transferred without Lender's prior written consent, Lender may at its option, declare all the sums secured by this Mortgage to be immediately due and payable.

17. Compliance with Environmental Laws.

A. Hazardous Waste. "Hazardous Waste" shall mean and include those elements or compounds which are contained in the list of hazardous substances adopted by the United States Environmental Protection Agency (EPA) and the list of toxic pollutants designated by Congress or the EPA or defined by any other federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as now or at any time in effect.

B. Representations and Warranties. Borrower specifically represents and warrants that the use and operation of the Property comply with all applicable environmental laws, rules and regulations, including, without limitation, the Federal Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act of 1980 and all amendments and supplements thereto and Borrower shall continue to comply therewith at all times. Specifically, and without limiting the generality of the foregoing, there are not now and there shall not in the future be any Hazardous Waste located or stored in, upon, or at the Property, and there are not now nor shall there be at any time any releases or discharges from the Property.

C. Indemnification.

(1) Borrower hereby agrees to indemnify Lender and hold Lender harmless from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including attorneys' fees for attorneys of Lender's choice, costs of any settlement or judgment, and claims of any and every kind whatsoever paid, incurred, or suffered by, or asserted against Lender by any person or entity or governmental agency for, with respect to, or as a direct or indirect result of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, or release from the Property of any Hazardous Waste (including, without limitation, any losses, liabilities, including strict liability, damages, injuries, expenses, including attorneys' fees for attorneys of Lender's choice, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local "Superfund" or "Superlien" laws, and any and all other statutes, laws, ordinances, codes, rules, regulations, orders, or decrees regulating, with respect to or imposing liability, including strict liability, substances or standards of conduct concerning any hazardous waste), regardless of whether within Borrower's control.

(2) The aforesaid indemnification and hold harmless agreement shall benefit Lender from the date hereof and shall continue notwithstanding payment, release, or discharge of this Mortgage or the Note and, without limiting the generality of the foregoing, such obligations shall continue for the benefit of Lender and any subsidiary of Lender during and following any possession of the Property thereby, or any ownership of the Property thereby, whether arising by foreclosure or deed in lieu of foreclosure or otherwise, such indemnification and hold harmless agreement to continue forever.

D. Notice of Environmental Complaint. If Borrower shall receive any notice of: (i) the happening of any material event involving the spill, release, leak, seepage, discharge or cleanup of any Hazardous Waste on the Property or in connection with Borrower's operations thereon; or (ii) any complaint, order, citation, or material notice with regard to air emissions, water discharges, or any other environmental, health or safety matter affecting Borrower (an "Environmental Complaint") from any person or entity, then Borrower immediately shall notify Lender orally and in writing of said notice.

E. Lender's Reserved Rights. In the event of receipt of an Environmental Complaint, Lender shall have the right, but not the obligation (and without limitation of Lender's rights under this Mortgage) to enter onto the Property or to take such other actions as it shall deem necessary or advisable to clean up, remove, resolve, or minimize the impact of, or otherwise deal with, any such Hazardous Waste or Environmental Complaint following receipt of any notice from any person or entity having jurisdiction asserting the existence of any Hazardous Waste or an Environmental Complaint pertaining to the Property or any part thereof, which if true, could result in an order, suit, or other action against Borrower and/or which, in Lender's sole opinion, could jeopardize its security under this Mortgage. All reasonable costs and expenses incurred by Lender in the exercise of any such rights shall be secured by this Mortgage and shall be payable by Borrower upon demand.

F. Environmental Audits. If Lender shall have reason to believe that Hazardous Waste has been discharged on the Property, Lender shall have the right, in its sole

discretion, to require Borrower to perform periodically to Lender's satisfaction (but not more frequently than annually unless an Environmental Complaint shall be then outstanding), at Borrower's expense, an environmental audit and, if deemed necessary by Lender, an environmental risk assessment of: (a) the Property; (b) hazardous waste management practices and/or (c) Hazardous Waste disposal sites used by Borrower. Said audit and/or risk assessment must be by an environmental consultant satisfactory to Lender. Should Borrower fail to perform any such environmental audit or risk assessment within thirty (30) days after Lender's request, Lender shall have the right to retain an environmental consultant to perform such environmental audit or risk assessment. All costs and expenses incurred by Lender in the exercise of such rights shall be secured by this Mortgage and shall be payable by Borrower upon demand.

G. Breach. Any breach of any warranty, representation, or agreement contained in this Section shall be an Event of Default and shall entitle Lender to exercise any and all remedies provided in this instrument, or otherwise permitted by law.

18. No Other Liens. Without the prior written consent of Lender, which consent Lender may withhold in its sole judgment, Borrower shall not create or cause or permit to exist any lien on, or security interest in, the Property or any portion thereof, whether junior or senior to the lien of this Mortgage.

19. Amendment. This Mortgage cannot be changed or amended except by written agreement duly executed by the parties.

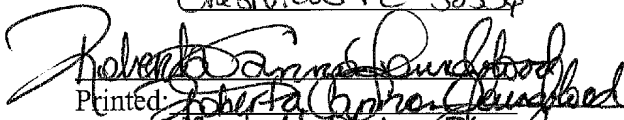
20. Waiver of Jury Trial. **BORROWER AND LENDER WAIVE TRIAL BY JURY IN RESPECT OF ANY DISPUTE AND ANY ACTION IN DISPUTE. THIS WAIVER IS KNOWINGLY, WILLINGLY, AND VOLUNTARILY MADE BY BORROWER AND LENDER, AND BORROWER AND LENDER HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE LOAN DOCUMENTS. BORROWER AND LENDER ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. BORROWER FURTHER REPRESENTS AND WARRANTS THAT THEY HAVE BEEN REPRESENTED IN THE SIGNING OF THIS MORTGAGE, AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAVE HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF THEIR OWN FREE WILL, AND THAT THEY HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.**

IN WITNESS WHEREOF, the undersigned have executed this instrument or has caused the same to be executed by its representatives thereunto duly authorized.

WITNESSES:



Printed: Misha Osborn
204 N Main St
Crestview FL 32536



Printed: Roberta Cannon Youngblood
204 N Main St
Crestview FL 32536

O'Shea Properties, LLC



Angela D. O'Shea, Sole Managing Member

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of April, 2024, by **Angela D. O'Shea, Sole Managing Member for O'Shea Properties, LLC**, who ☒ is personally known to me or ☐ has produced _____ as identification.



Roberta Cannon Youngblood
Notary Public
State of Florida
Comm# HH468789
Expires 12/9/2027


NOTARY PUBLIC