



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

0125.15

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	JUAN C CAPOTE MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK 780 NW 42 AVE #204 MIAMI, FL 33126	Application date	Apr 17, 2024
Property description	SHALAYDA PAUL 122 RUBERIA AVE PENSACOLA, FL 32507 122 RUBERIA AVE 08-3928-000 LT 18 BLK 12 LAKEWOOD PB 2 P 30/30A OR 6702 P 556 CA 191	Certificate #	2022 / 3723
		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)
# 2022/3723	06/01/2022	425.22	21.26	446.48
→Part 2: Total*				446.48

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

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

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	446.48
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
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)	821.48

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 25th, 2024

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

46.25

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.	22,257.50
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>01/08/2025</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS

Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2400457

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

JUAN C CAPOTE
MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK
780 NW 42 AVE #204
MIAMI, FL 33126,

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
08-3928-000	2022/3723	06-01-2022	LT 18 BLK 12 LAKEWOOD PB 2 P 30/30A OR 6702 P 556 CA 191

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
JUAN C CAPOTE
MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK
780 NW 42 AVE #204
MIAMI, FL 33126

04-17-2024
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		Assessments				
Parcel ID:	5925301000180012	Year	Land	Imprv	Total	Cap Val
Account:	083928000	2023	\$25,000	\$63,387	\$88,387	\$44,515
Owners:	SHALAYDA PAUL	2022	\$12,000	\$56,628	\$68,628	\$43,219
Mail:	122 RUBERIA AVE PENSACOLA, FL 32507	2021	\$8,000	\$44,723	\$52,723	\$41,961
Situs:	122 RUBERIA AVE 32507	Disclaimer				
Use Code:	SINGLE FAMILY RESID	Tax Estimator				
Taxing Authority:	COUNTY MSTU	File for Exemption(s) Online				
Tax Inquiry:	Open Tax Inquiry Window	Report Storm Damage				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data						2023 Certified Roll Exemptions	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	HOMESTEAD EXEMPTION	
03/21/2011	6702	556	\$40,000	WD		Legal Description	
06/1985	2016	573	\$100	QC		LT 18 BLK 12 LAKEWOOD PB 2 P 30/30A OR 6702 P 556 CA 191	
01/1975	854	339	\$11,500	WD		Extra Features	
Official Records inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						BLOCK/BRICK GARAGE CARPORT	

Section

Map Id:
CA191

Approx. Acreage:
0.2066

Zoned:

MDR
MDR
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MDR
MDR
MDR

Evacuation & Flood

Parcel Information

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

[Launch Interactive Map](#)

Information[Open](#)[Report](#)**Buildings**

Address: 122 RUBERIA AVE, Year Built: 1949, Effective Year: 1949, PA Building ID#: 90603

Structural Elements

DECOR/MILLWORK-AVERAGE

DWELLING UNITS-1

EXTERIOR WALL-ALUMINUM SIDING

FLOOR COVER-HARDWOOD/PARQUET

FOUNDATION-WOOD/SUB FLOOR

HEAT/AIR-CENTRAL H/AC

INTERIOR WALL-DRYWALL-PLASTER

NO. PLUMBING FIXTURES-3

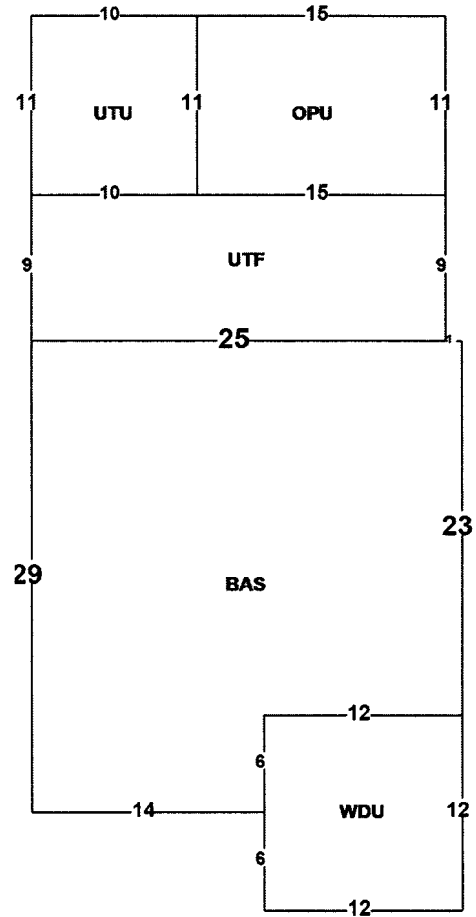
NO. STORIES-1

ROOF COVER-COMPOSITION SHG

ROOF FRAMING-GABLE

STORY HEIGHT-0

STRUCTURAL FRAME-WOOD FRAME



Areas - 1326 Total SF

BASE AREA - 682

OPEN PORCH UNF - 165

UTILITY FIN - 225

UTILITY UNF - 110

WOOD DECK UNF - 144

Images

3/21/2017 12:00:00 AM

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

Last Updated: 05/01/2024 (tr.2488)

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **MIKON FINANCIAL SERVICES INC AND OCEAN BANK** holder of **Tax Certificate No. 03723**, 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:

LT 18 BLK 12 LAKEWOOD PB 2 P 30/30A OR 6702 P 556 CA 191

SECTION 59, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 083928000 (0125-15)

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

PAUL SHALAYDA

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 **second** Wednesday in the month of January, which is the **8th day of January 2025**.

Dated this 1st day of May 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



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 #: 08-3928-000 CERTIFICATE #: 2022-3723

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: September 9, 2004 to and including September 9, 2024 Abstractor: Stacie Wright

BY

Michael A. Campbell,
As President
Dated: September 10, 2024

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

September 10, 2024

Tax Account #: **08-3928-000**

1. The Grantee(s) of the last deed(s) of record is/are: **PAUL SHALAYDA**

By Virtue of Warranty Deed recorded 3/23/2011 in OR 6707/556

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 Zedicar F. Morris and Teresa A. Silvers Morris recorded 3/23/2011 OR 6702/559**
- b. **Code Enforcement Order in favor of Escambia County recorded 11/20/2017 OR 7811/1353 together with Order recorded 3/12/2018 OR 7868/71**

4. Taxes:

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

Tax Account #: 08-3928-000

Assessed Value: \$45,850.00

Exemptions: HOMESTEAD

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: JAN 8, 2025

TAX ACCOUNT #: 08-3928-000

CERTIFICATE #: 2022-3723

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

PAUL SHALAYDA
122 RUBERIA AVE
PENSACOLA, FL 32507

ZEDICAR F. MORRIS
TERESA A. SILVERS MORRIS
1882 BRENDA AVE
PENSACOLA, FL 32506

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

Certified and delivered to Escambia County Tax Collector, this 15th day of September, 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

September 10, 2024

Tax Account #:08-3928-000

**LEGAL DESCRIPTION
EXHIBIT "A"**

LT 18 BLK 12 LAKEWOOD PB 2 P 30/30A OR 6702 P 556 CA 191

SECTION 59, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 08-3928-000(0125-15)

WARRANTY DEED

For good consideration, we, Zedifar F. Morris, Jr. and Teresa A. Silvers Morris, husband and wife, of 1882 Brenda Avenue, Pensacola, County of Escambia, State of Florida ("Grantor") hereby bargain, deed and convey to Paul Shalayda, of 2622 Gandy Lane, Pensacola, County of Escambia, State of Florida ("Grantee") the following described land located at 122 Ruberia Avenue, Pensacola in Escambia County, Florida, free and clear with WARRANTY COVENANTS to wit:

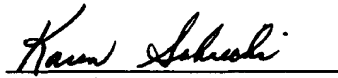
LT 18 BLK 12 LAKEWOOD PB 2 P 30/30A OR 854 P 339 OR 2016 P 573 CA 191
of the Public Records of Escambia County, Florida.

Grantor, for themselves and their heirs, hereby covenant with Grantee, his heirs, and assigns, that Grantor is lawfully seized in fee simple of the above-described premises; that they have a good right to convey; that the premises are free from all encumbrances; that Grantor and their heirs, and all persons acquiring any interest in the property granted, through or for Grantor, will, on demand of Grantee, or their heirs or assigns, and at the expense of Grantee, his heirs or assigns, execute and instrument necessary for the further assurance of the title to the premises that may be reasonably required; and that Grantor and their heirs will forever warrant and defend all of the property so granted to Grantee, his heirs, against every person lawfully claiming the same or any part thereof.

WITNESS the hands and seal of said Grantor this 21st day of March 2011.



Michael Stebbins, Witness



Karen Sobiecki, Witness



Zedifar F. Morris, Jr., Seller



Teresa A. Silvers Morris, Seller

**STATE OF FLORIDA
COUNTY OF Escambia**

The foregoing instrument was acknowledged before me on March 21, 2011 by Zedcar F. Morris, Jr. and Teresa A. Silvers Morris husband and wife who have produced a Florida Driver's license as identification.

Signature *Karen Ann Sobiecki*
Karen Sobiecki
Notary Public

Prepared by:

**Michael J. Stebbins
Michael J. Stebbins, P.L.
504 North Baylen Street
Pensacola, FL 32501
850-434-9922
850-432-2028 (fax)**



ABUTTING ROADWAY MAINTENANCE DISCLOSURE

STATE OF FLORIDA
COUNTY OF ESCAMBIA


ATTENTION: Pursuant to Escambia County Ordinances, sellers of residential homes or lots are required to disclose to the buyers whether abutting roadways will be maintained by Escambia County. ESCAMBIA COUNTY WILL NOT ACCEPT FOR MAINTENANCE ANY ROADWAYS NOT BUILT OR IMPROVED TO MEET COUNTY STANDARDS. Escambia County Ordinances require this disclosure to be attached along with other attachments to the deed, which is required to be made a 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 acknowledgment by the County of the veracity of any disclosure statement.


Name of Roadway: Ruberia Avenue

Address: 122 Ruberia Avenue, Pensacola, FL 32507

Escambia County, Florida has accepted this abutting roadway for maintenance.

The foregoing information has been furnished via telephone on March 8, 2011 by the Roads Department of Escambia County, Florida.


Michael Stebbins, Witness

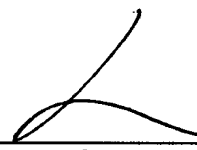

Zedimar F. Morris, Jr., Seller

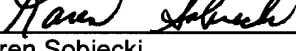

Karen Sobiecki, Witness

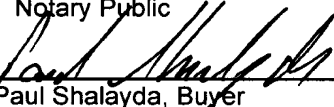

Teresa A. Silvers Morris, Seller

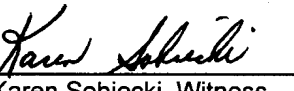
STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me on March 21, 2011 by Zedimar F. Morris, Jr. and Teresa A. Silvers Morris husband and wife who have produced a Florida Driver's license as identification.


Michael Stebbins, Witness

Signature 
Karen Sobiecki
Notary Public


Paul Shalayda, Buyer


Karen Sobiecki, Witness



STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me on March 21, 2011 by Paul Shalayda, who has produced a Florida Driver's license as identification.

Signature 
Karen Ann Sobiecki
Notary Public



_____[Space Above This Line For Recording Data]_____

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 10, 12, 17, 19 and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

- (A) **"Security Instrument"** means this document, which is dated March 21, 2011.
- (B) **"Borrower"** is Paul Shalayda. Borrower is the mortgagor under this Security Instrument.
- (C) **"Lender"** is Zedecar F. Morris, Jr. and Teresa A. Silvers Morris. Lender's address is 1882 Brenda Avenue, Pensacola, Florida 32506. Lender is the mortgagee under this Security Instrument.
- (D) **"Note"** means the promissory note signed by Borrower and dated March 21, 2011. The Note states that Borrower owes Lender **Thirty-six Thousand Dollars (U.S. \$ 36,000.00)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than March 22, 2021.
- (E) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."
- (F) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) **"Applicable Law"** means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(H) **"Electronic Funds Transfer"** means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(I) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 4 for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(J) **"Mortgage Insurance"** means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(K) **"Periodic Payment"** means the regularly scheduled amount due for (i) principal and interest under the Note.

(L) **"RESPA"** means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(L) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

THIS PORTION OF THE PAGE IS PURPOSELY LEFTY BLANK

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, the following described property located in the County of Escambia:

LT 18 BLK 12 LAKEWOOD PB 2 P 30/30A OR 854 P 339 OR 2016 P 573 CA 191
of the Public Records of Escambia County, Florida

which currently has the address of 122 Ruberia Avenue, Pensacola, FL 32507 ("Property Address"):

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

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or

prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. Borrower shall provide the Lender proof of subsections (a), (b), or (c), above as applicable satisfactory to the Lender or provide the Lender proof of the prompt discharge of any lien from the entity imposing the lien.

If Lender determines that any part of the Property is subject to a lien, which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 3.

Lender may require Borrower to pay a one-time charge for a real estate tax verification

and/or reporting service used by Lender in connection with this Loan.

4. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

The Borrower shall obtain Property Insurance for the Property, which at a minimum, shall cover the replacement cost of the improvements now existing or hereinafter erected against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance for whatever the replacement cost may be during the term of the Note and the Security Agreement. Additionally, the Borrower shall obtain Property Insurance for the Property with the minimum deductible allowed by the insurer throughout the term of the Note and the Security Agreement. The Borrower cannot reduce Property Insurance coverages without the written consent of the Lender.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and

Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

5. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence no later than 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

6. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 4 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If

it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

7. Borrower's Loan Application. Borrower shall be in default if Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

8. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 8, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 8.

Any amounts disbursed by Lender under this Section 8 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

9. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve.

Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 9 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

10. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in

writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender

shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

12. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires

otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable

Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

19. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change, which will state the name, and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period, which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 21 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

20. Hazardous Substances. As used in this Section 20: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic

petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

23. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

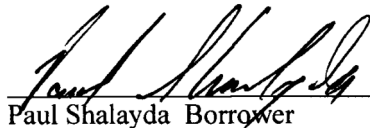
24. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

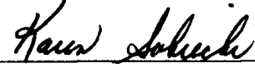
Signed, sealed and delivered in the presence of:



Michael Stebbins, Witness



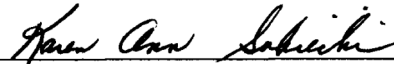
Paul Shalayda Borrower



Karen Sobiecki, Witness

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of March 2011 by Paul Shalayda, who has produced Florida Driver's License as identification.



Notary Public, State of Florida

Printed Name: Karen Sobiecki



Prepared by:

Michael J. Stebbins
Michael J. Stebbins, P.L.
504 North Baylen Street
Pensacola, FL 32501
850-434-9922
850-432-2028 (fax)

[Space Above This Line For Recording Data]

NOTE

March 21, 2011

Pensacola, Escambia County, Florida

1. BORROWER'S PROMISE TO PAY

In return for a loan that Paul Shalayda ("Borrower") has received to purchase 122 Ruberia Avenue, Pensacola, FL 32607 ("Property"), the Borrower promises to pay U.S. \$ **36,000.00** (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Zedicar F. Morris, Jr. and Teresa A. Silvers Morris. The Borrower will make all payments under this Note in the form of cash, check or money order.

The Borrower understands that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and/or who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. The Borrower will pay interest at a yearly rate of **4.5%**.

The interest rate required by this Section 2 is the rate the Borrower will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

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

The Borrower will make monthly payments on the 22nd day of each month beginning on March 22, 2011 and will make these payments every month for **one hundred and twenty (120) consecutive months** according to the attached amortization schedule until the Borrower has paid all of the principal and interest and any other charges described below that the Borrower may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. The Borrower will make my monthly payments at 1882 Brenda Avenue, Pensacola, Florida or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

The Borrower's monthly payment will be in the amount of U.S. \$ **373.10**.

4. BORROWER'S RIGHT TO PREPAY

The Borrower has the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When the Borrower makes a prepayment, the Borrower will tell the Note Holder in writing that the Borrower is doing so. The Borrower may not designate a payment as a prepayment if the Borrower has not made all the monthly payments due under the Note.

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

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from the Borrower which exceeded permitted limits will be refunded to the Borrower. The Note Holder may choose to make this refund by reducing the principal the Borrower owes under this Note or by making a direct payment to the Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

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

(B) Default

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

(C) Notice of Default

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

(D) No Waiver By Note Holder

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

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required the Borrower to pay immediately in full as described above, the Note Holder will have the right to be reimbursed by the Borrower all of its costs and expenses to enforce this Note to the extent not prohibited by applicable law. Those costs and expenses include, but are not limited to, reasonable attorneys' fees and costs for attorneys retained by the Note Holder to enforce the provisions of this Note and the Security Instrument whether or not a lawsuit is filed; if a lawsuit is filed the costs and expenses shall include reasonable attorney's fees and costs both at trial and on appeal.

7. GIVING OF NOTICES

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

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

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

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

against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

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

10. UNIFORM SECURED NOTE

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

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

If Lender or Note Holder exercises this option, Lender or Note Holder shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender or Note Holder may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

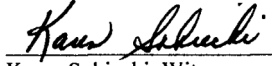
11. DOCUMENTARY TAX

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

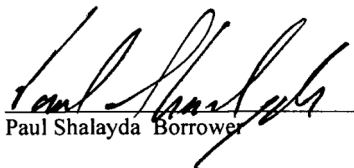
Signed, sealed and delivered in the presence of:



Michael Stebbins, Witness



Karen Sobiecki, Witness



Paul Shalayda Borrower

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STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of March 2011 by Paul Shalyada, who has produced Florida Driver's License as identification.

Karen Ann Sobiecki

Notary Public, State of Florida

Printed Name: Karen Sobiecki

ANN

Prepared by:

Michael J. Stebbins
Michael J. Stebbins, P.L.
504 North Baylen Street
Pensacola, FL 32501
850-434-9922
850-432-2028 (fax)



Loan Amortization Calculator

Almost any data field on this form may be calculated. Enter the appropriate numbers in each slot, leaving blank (or zero) the value that you wish to determine, and then click "Calculate" to update the page.

Principal

36000.00

Payments per Year

12

Annual Interest Rate

4.5000

Number of Regular Payments

120

Balloon Payment

Payment Amount

373.10

☒ Show Amortization Schedule

This loan calculator is written and maintained by Bret Whissel.
See [Bret's Blog](#) for help, a spreadsheet, derivations, calculator news, and more information.

Summary

Principal borrowed: \$36,000.00
Regular Payment amount: \$373.10
Final Balloon Payment: \$0.00
Interest-only payment: \$135.00
*Total Repaid: \$44,772.00
*Total Interest Paid: \$8,772.00

Annual Payments: 12
Total Payments: 120 (10.00 years)
Annual interest rate: 4.50%
Periodic interest rate: 0.3750%
Debt Service Constant: 12.4367%
*Total interest paid as a
percentage of Principal: 24.367%

**These results are estimates which do not account for accumulated error of payments being rounded to the nearest cent.
See the amortization schedule for more accurate values.*

Mortgage/Loan Calculator with Amortization Schedule

3/11/11 10:51 AM

Pmt	Principal	Interest	Cum Prin	Cum Int	Prin Bal
1	238.10	135.00	238.10	135.00	35,761.90
2	238.99	134.11	477.09	269.11	35,522.91
3	239.89	133.21	716.98	402.32	35,283.02
4	240.79	132.31	957.77	534.63	35,042.23
5	241.69	131.41	1,199.46	666.04	34,800.54
6	242.60	130.50	1,442.06	796.54	34,557.94
7	243.51	129.59	1,685.57	926.13	34,314.43
8	244.42	128.68	1,929.99	1,054.81	34,070.01
9	245.34	127.76	2,175.33	1,182.57	33,824.67
10	246.26	126.84	2,421.59	1,309.41	33,578.41
11	247.18	125.92	2,668.77	1,435.33	33,331.23
12	248.11	124.99	2,916.88	1,560.32	33,083.12
13	249.04	124.06	3,165.92	1,684.38	32,834.08
14	249.97	123.13	3,415.89	1,807.51	32,584.11
15	250.91	122.19	3,666.80	1,929.70	32,333.20
16	251.85	121.25	3,918.65	2,050.95	32,081.35
17	252.79	120.31	4,171.44	2,171.26	31,828.56
18	253.74	119.36	4,425.18	2,290.62	31,574.82
19	254.69	118.41	4,679.87	2,409.03	31,320.13
20	255.65	117.45	4,935.52	2,526.48	31,064.48
21	256.61	116.49	5,192.13	2,642.97	30,807.87
22	257.57	115.53	5,449.70	2,758.50	30,550.30
23	258.54	114.56	5,708.24	2,873.06	30,291.76
24	259.51	113.59	5,967.75	2,986.65	30,032.25
25	260.48	112.62	6,228.23	3,099.27	29,771.77
26	261.46	111.64	6,489.69	3,210.91	29,510.31
27	262.44	110.66	6,752.13	3,321.57	29,247.87
28	263.42	109.68	7,015.55	3,431.25	28,984.45
29	264.41	108.69	7,279.96	3,539.94	28,720.04
30	265.40	107.70	7,545.36	3,647.64	28,454.64
31	266.40	106.70	7,811.76	3,754.34	28,188.24
32	267.39	105.71	8,079.15	3,860.05	27,920.85
33	268.40	104.70	8,347.55	3,964.75	27,652.45
34	269.40	103.70	8,616.95	4,068.45	27,383.05
35	270.41	102.69	8,887.36	4,171.14	27,112.64
36	271.43	101.67	9,158.79	4,272.81	26,841.21
37	272.45	100.65	9,431.24	4,373.46	26,568.76
38	273.47	99.63	9,704.71	4,473.09	26,295.29
39	274.49	98.61	9,979.20	4,571.70	26,020.80
40	275.52	97.58	10,254.72	4,669.28	25,745.28
41	276.56	96.54	10,531.28	4,765.82	25,468.72
42	277.59	95.51	10,808.87	4,861.33	25,191.13
43	278.63	94.47	11,087.50	4,955.80	24,912.50
44	279.68	93.42	11,367.18	5,049.22	24,632.82
45	280.73	92.37	11,647.91	5,141.59	24,352.09
46	281.78	91.32	11,929.69	5,232.91	24,070.31
47	282.84	90.26	12,212.53	5,323.17	23,787.47
48	283.90	89.20	12,496.43	5,412.37	23,503.57
49	284.96	88.14	12,781.39	5,500.51	23,218.61
50	286.03	87.07	13,067.42	5,587.58	22,932.58
51	287.10	86.00	13,354.52	5,673.58	22,645.48

Mortgage/Loan Calculator with Amortization Schedule

3/11/11 10:51 AM

52	288.18	84.92	13,642.70	5,758.50	22,357.30
53	289.26	83.84	13,931.96	5,842.34	22,068.04
54	290.34	82.76	14,222.30	5,925.10	21,777.70
55	291.43	81.67	14,513.73	6,006.77	21,486.27
56	292.53	80.57	14,806.26	6,087.34	21,193.74
57	293.62	79.48	15,099.88	6,166.82	20,900.12
58	294.72	78.38	15,394.60	6,245.20	20,605.40
59	295.83	77.27	15,690.43	6,322.47	20,309.57
60	296.94	76.16	15,987.37	6,398.63	20,012.63
61	298.05	75.05	16,285.42	6,473.68	19,714.58
62	299.17	73.93	16,584.59	6,547.61	19,415.41
63	300.29	72.81	16,884.88	6,620.42	19,115.12
64	301.42	71.68	17,186.30	6,692.10	18,813.70
65	302.55	70.55	17,488.85	6,762.65	18,511.15
66	303.68	69.42	17,792.53	6,832.07	18,207.47
67	304.82	68.28	18,097.35	6,900.35	17,902.65
68	305.97	67.13	18,403.32	6,967.48	17,596.68
69	307.11	65.99	18,710.43	7,033.47	17,289.57
70	308.26	64.84	19,018.69	7,098.31	16,981.31
71	309.42	63.68	19,328.11	7,161.99	16,671.89
72	310.58	62.52	19,638.69	7,224.51	16,361.31
73	311.75	61.35	19,950.44	7,285.86	16,049.56
74	312.91	60.19	20,263.35	7,346.05	15,736.65
75	314.09	59.01	20,577.44	7,405.06	15,422.56
76	315.27	57.83	20,892.71	7,462.89	15,107.29
77	316.45	56.65	21,209.16	7,519.54	14,790.84
78	317.63	55.47	21,526.79	7,575.01	14,473.21
79	318.83	54.27	21,845.62	7,629.28	14,154.38
80	320.02	53.08	22,165.64	7,682.36	13,834.36
81	321.22	51.88	22,486.86	7,734.24	13,513.14
82	322.43	50.67	22,809.29	7,784.91	13,190.71
83	323.63	49.47	23,132.92	7,834.38	12,867.08
84	324.85	48.25	23,457.77	7,882.63	12,542.23
85	326.07	47.03	23,783.84	7,929.66	12,216.16
86	327.29	45.81	24,111.13	7,975.47	11,888.87
87	328.52	44.58	24,439.65	8,020.05	11,560.35
88	329.75	43.35	24,769.40	8,063.40	11,230.60
89	330.99	42.11	25,100.39	8,105.51	10,899.61
90	332.23	40.87	25,432.62	8,146.38	10,567.38
91	333.47	39.63	25,766.09	8,186.01	10,233.91
92	334.72	38.38	26,100.81	8,224.39	9,899.19
93	335.98	37.12	26,436.79	8,261.51	9,563.21
94	337.24	35.86	26,774.03	8,297.37	9,225.97
95	338.50	34.60	27,112.53	8,331.97	8,887.47
96	339.77	33.33	27,452.30	8,365.30	8,547.70
97	341.05	32.05	27,793.35	8,397.35	8,206.65
98	342.33	30.77	28,135.68	8,428.12	7,864.32
99	343.61	29.49	28,479.29	8,457.61	7,520.71
100	344.90	28.20	28,824.19	8,485.81	7,175.81
101	346.19	26.91	29,170.38	8,512.72	6,829.62
102	347.49	25.61	29,517.87	8,538.33	6,482.13
103	348.79	24.31	29,866.66	8,562.64	6,133.34
104	350.10	23.00	30,216.76	8,585.64	5,783.24

Mortgage/Loan Calculator with Amortization Schedule

3/11/11 10:51 AM

105	351.41	21.69	30,568.17	8,607.33	5,431.83
106	352.73	20.37	30,920.90	8,627.70	5,079.10
107	354.05	19.05	31,274.95	8,646.75	4,725.05
108	355.38	17.72	31,630.33	8,664.47	4,369.67
109	356.71	16.39	31,987.04	8,680.86	4,012.96
110	358.05	15.05	32,345.09	8,695.91	3,654.91
111	359.39	13.71	32,704.48	8,709.62	3,295.52
112	360.74	12.36	33,065.22	8,721.98	2,934.78
113	362.09	11.01	33,427.31	8,732.99	2,572.69
114	363.45	9.65	33,790.76	8,742.64	2,209.24
115	364.82	8.28	34,155.58	8,750.92	1,844.42
116	366.18	6.92	34,521.76	8,757.84	1,478.24
117	367.56	5.54	34,889.32	8,763.38	1,110.68
118	368.93	4.17	35,258.25	8,767.55	741.75
119	370.32	2.78	35,628.57	8,770.33	371.43
120	*371.43	1.39	36,000.00	8,771.72	0.00

*The final payment has been adjusted to account for payments having been rounded to the nearest cent.

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

ESCAMBIA COUNTY, FLORIDA

vs.

Case No.: CE 17-05-02030
Location: 122 Ruberia Ave
PR# 592S301000180012

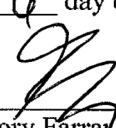
Shalayda, Paul
122 Ruberia Ave
Pensacola, FL 32507

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order of November 14, 2017; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 42-186 (a) Nuisance Conditions, (b) Trash & Debris, (c) Inoperable Vehicle(s), 3-2.7 Medium Density Residential. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated November 14, 2018.

Itemized	Cost
a. Fines (\$20.00 per day 12/15-17-1/16/18)	\$ 640.00
b. Court Costs	\$ 235.00
c. County Abatement Fees	\$ 0.00
Total:	\$ 875.00

DONE AND ORDERED at Escambia County, Florida on this 16 day of March, 2018.



Gregory Farrar
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 11/20/2017 9:04 AM OR Book 7811 Page 982,
Instrument #2017090704, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

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

PETITIONER
ESCAMBIA COUNTY FLORIDA,

VS.

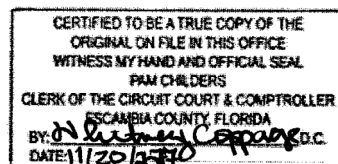
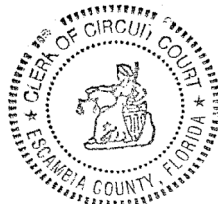
CASE NO: CE#17-05-02030
LOCATION: 122 Ruberia Ave
PR# 592S301000180012

Shalayda, Paul
122 Ruberia Ave
Pensacola, FL 32507
RESPONDENT

ORDER

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

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



Amend

- ☐ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)
☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☐ (n) ☐ (o)
☐ (p) ☐ (q) ☐ (r) ☐ (s) ☒ (t) ☐ (u) ☐ (v) ☐ (w) ☐ (x) ☐ (y) ☐ (z) ☐ (aa) ☐ (bb) ☐ (cc) ☐ (dd)

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

☐ 82-171 Mandatory Residential Waste Collection

Amend

☒ 82-15 Illegal Burning

☐ 82-5 Littering Prohibited

☐ LDC Chapter 3 Commercial in residential and non permitted use

☐ LDC Chapter 2 Article 3 Land Disturbance without permits

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

☐ LDC Sec 4-7.9 Outdoor Storage _____

☒ Other MR 3-2-7

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in
the premises; it is hereby **ORDERED** that **RESPONDENT** shall have until Dec 14,
2017 to correct the violation and to bring the violation into compliance.

Corrective action shall include:

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

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 20 .00 per day, commencing Dec 15, 2017. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

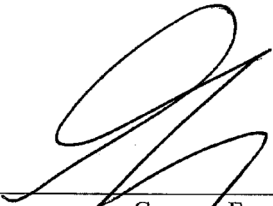
Costs in the amount of \$ 7350 are awarded in favor of Escambia County as the prevailing party against **RESPONDENT.**

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

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

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

DONE AND ORDERED at Escambia County, Florida on the 14 day of November, 2017.



Gregory Farrar
Special Magistrate
Office of Environmental Enforcement

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: 083928000 Certificate Number: 003723 of 2022**

Payor: PAUL SHALAYDA 122 RUBERIA AVE PENSACOLA, FL 32507 Date 10/30/2024

Clerk's Check # 1
Tax Collector Check # 1

Clerk's Total \$517.56
Tax Collector's Total \$938.63
Postage \$41.00
Researcher Copies \$0.00
Recording \$10.00
Prep Fee \$7.00
Total Received \$1,514.19

**PAM CHILDERS
Clerk of the Circuit Court**

Received By: _____
Deputy Clerk

Redeemed
\$ 1075.70

[Signature]

**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>**

10/30/2024