



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

0625.41

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	TLGFY, LLC CAPITAL ONE, N.A., AS COLLATERAL ASSIGNEE OF TLGFY, LLC PO BOX 669139 DALLAS, TX 75266-9139	Application date	Apr 22, 2024
Property description	LOTT DAVID A & LETITIA DECK 10075 REBEL RD PENSACOLA, FL 32526 10075 REBEL RD 09-0268-255 BEG AT SE COR OF NE1/4 OF SE1/4 OF NW1/4 N 470 5/10 FT 90 DEG LEFT & WLY 311 14/100 FT FOR POB CONT (Full legal attached.)	Certificate #	2022 / 3814
		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)
# 2022/3814	06/01/2022	664.62	33.23	697.85
→Part 2: Total*				697.85

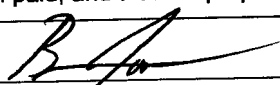
Part 3: Other Certificates Redeemed by Applicant (Other than County)

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)
# 2021/3546	06/01/2021	657.82	6.25	134.30	798.37
Part 3: Total*					798.37

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	1,496.22
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	591.61
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	2,462.83

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

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.	36,413.50
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>06/04/2025</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS *+6.25*

Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

BEG AT SE COR OF NE1/4 OF SE1/4 OF NW1/4 N 470 5/10 FT 90 DEG LEFT & WLY 311 14/100 FT FOR POB CONT WLY 396 82/100 FT 90 DEG RT & NLY 182 5/10 FT 90 DEG RT & ELY 396 82/100 FT 90 DEG RT & SLY 182 5/10 FT TO POB OR 4329 P 345

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2400613

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

TLGFY, LLC

CAPITAL ONE, N.A., AS COLLATERAL ASSIGNEE OF TLGFY, LLC

PO BOX 669139

DALLAS, TX 75266-9139,

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

Account Number	Certificate No.	Date	Legal Description
09-0268-255	2022/3814	06-01-2022	BEG AT SE COR OF NE1/4 OF SE1/4 OF NW1/4 N 470 5/10 FT 90 DEG LEFT & WLY 311 14/100 FT FOR POB CONT WLY 396 82/100 FT 90 DEG RT & NLY 182 5/10 FT 90 DEG RT & ELY 396 82/100 FT 90 DEG RT & SLY 182 5/10 FT TO POB OR 4329 P 345

I agree to:

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

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

Electronic signature on file

TLGFY, LLC

CAPITAL ONE, N.A., AS COLLATERAL ASSIGNEE OF

TLGFY, LLC

PO BOX 669139

DALLAS, TX 75266-9139

04-22-2024

Application Date

Applicant's signature



Chris Jones

Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

[Back](#)

Nav. Mode ☒ Account ☐ Parcel ID

[Printer Friendly Version](#)

General Information Parcel ID: 061S312401000004 Account: 090268255 Owners: LOTT DAVID A & LETITIA DECK Mail: 10075 REBEL RD PENSACOLA, FL 32526 Situs: 10075 REBEL RD 32526 Use Code: MOBILE HOME Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector		Assessments <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2023</td> <td>\$46,480</td> <td>\$96,590</td> <td>\$143,070</td> <td>\$72,827</td> </tr> <tr> <td>2022</td> <td>\$46,480</td> <td>\$81,653</td> <td>\$128,133</td> <td>\$70,955</td> </tr> <tr> <td>2021</td> <td>\$46,480</td> <td>\$69,782</td> <td>\$116,262</td> <td>\$68,889</td> </tr> </tbody> </table> Disclaimer Tax Estimator File for Exemption(s) Online Report Storm Damage	Year	Land	Imprv	Total	Cap Val	2023	\$46,480	\$96,590	\$143,070	\$72,827	2022	\$46,480	\$81,653	\$128,133	\$70,955	2021	\$46,480	\$69,782	\$116,262	\$68,889
Year	Land	Imprv	Total	Cap Val																		
2023	\$46,480	\$96,590	\$143,070	\$72,827																		
2022	\$46,480	\$81,653	\$128,133	\$70,955																		
2021	\$46,480	\$69,782	\$116,262	\$68,889																		
Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>10/1998</td> <td>4329</td> <td>345</td> <td>\$100</td> <td>WD</td> <td></td> </tr> <tr> <td>10/1982</td> <td>1691</td> <td>58</td> <td>\$12,200</td> <td>WD</td> <td></td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller		Sale Date	Book	Page	Value	Type	Official Records (New Window)	10/1998	4329	345	\$100	WD		10/1982	1691	58	\$12,200	WD		2023 Certified Roll Exemptions HOMESTEAD EXEMPTION Legal Description BEG AT SE COR OF NE1/4 OF SE1/4 OF NW1/4 N 470 5/10 FT 90 DEG LEFT & WLY 311 14/100 FT FOR POB CONT WLY 396... Extra Features CARPORT METAL SHED POLE BARN		
Sale Date	Book	Page	Value	Type	Official Records (New Window)																	
10/1998	4329	345	\$100	WD																		
10/1982	1691	58	\$12,200	WD																		

[Launch Interactive Map](#)

Section Map Id: 06-1S-31 Approx. Acreage: 1.5759 Zoned: LDR LDR LDR LDR LDR LDR LDR LDR LDR LDR LDR LDR LDR LDR LDR	 View Florida Department of Environmental Protection (DEP) Data
---	--

LDR

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


Buildings

Address:10075 REBEL RD, Year Built: 2000, Effective Year: 2000, PA Building ID#: 128013

Structural Elements

DWELLING UNITS-1

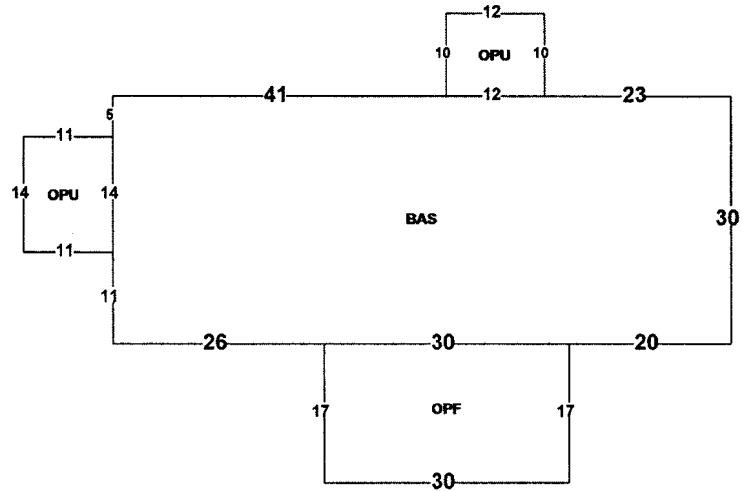
MH EXTERIOR WALL-VINYL/METAL
MH FLOOR FINISH-CARPET
MH FLOOR SYSTEM-TYPICAL
MH HEAT/AIR-HEAT & AIR
MH INTERIOR FINISH-DRYWALL/PLASTER
MH MILLWORK-TYPICAL
MH ROOF COVER-COMP SHINGLE/WOOD
MH ROOF FRAMING-GABLE HIP
MH STRUCTURAL FRAME-TYPICAL
NO. PLUMBING FIXTURES-10
NO. STORIES-1
STORY HEIGHT-0

 Areas - 3064 Total SF

BASE AREA - 2280

OPEN PORCH FIN - 510

OPEN PORCH UNF - 274



Images

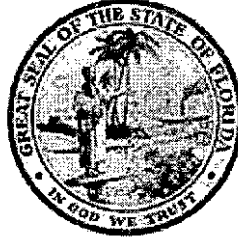


7/29/2022 12:00:00 AM

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

Last Updated:05/06/2024 {tc.4830}

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

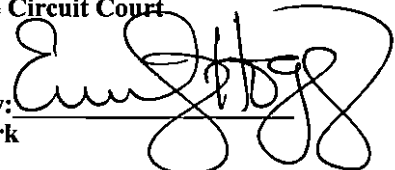
PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 090268255 Certificate Number: 003814 of 2022

Payor: LETITIA DECK LOTT 10075 REBEL RD PENSACOLA, FL 32526 **Date 8/14/2024**

Clerk's Check #	314151	Clerk's Total	\$557.76
Tax Collector Check #	1	Tax Collector's Total	\$2,986.27
		Postage	\$100.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$3,655.03

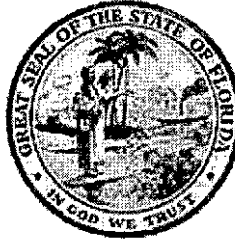
\$2,797.21

PAM CHILDERS
Clerk of the Circuit Court

Received By: 
Deputy Clerk

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

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



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

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

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

Case # 2022 TD 003814

Redeemed Date 8/14/2024

Name LETITIA DECK LOTT 10075 REBEL RD PENSACOLA, FL 32526

Clerk's Total = TAXDEED	\$551.76 \$2,986.27 \$2,780.21
Due Tax Collector = TAXDEED	\$2,986.27
Postage = TD2	\$100.00
ResearcherCopies = TD6	\$0.00
Release TDA Notice (Recording) = RECORD2	\$10.00
Release TDA Notice (Prep Fee) = TD4	\$7.00

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
------	--------	------	-------------	------------	------------

FINANCIAL SUMMARY

No Information Available - See Dockets




PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 090268255 Certificate Number: 003814 of 2022

Redemption ☐ No ☒ Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="6/4/2025"/>	Redemption Date <input type="text" value="8/14/2024"/> 
Months	14	4
Tax Collector	<input type="text" value="\$2,462.83"/>	<input type="text" value="\$2,462.83"/>
Tax Collector Interest	\$517.19	\$147.77
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$2,986.27	<input type="text" value="\$2,616.85"/> TC
Record TDA Notice	<input type="text" value="\$17.00"/>	<input type="text" value="\$17.00"/>
Clerk Fee	<input type="text" value="\$119.00"/>	<input type="text" value="\$119.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$200.00"/>	<input type="text" value="\$200.00"/>
App. Fee Interest	\$95.76	\$27.36
Total Clerk	\$551.76	<input type="text" value="\$483.36"/> CH
Release TDA Notice (Recording)	<input type="text" value="\$10.00"/>	<input type="text" value="\$10.00"/>
Release TDA Notice (Prep Fee)	<input type="text" value="\$7.00"/>	<input type="text" value="\$7.00"/>
Postage	<input type="text" value="\$100.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$3,655.03	\$3,117.21
	Repayment Overpayment Refund Amount	\$537.82
Book/Page	<input type="text" value="9155"/>	<input type="text" value="1357"/>



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 #: 09-0268-255 CERTIFICATE #: 2022-3814

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: February 11, 2005 to and including February 11, 2025 Abstractor: Vicki Campbell

BY

Michael A. Campbell,
As President
Dated: February 18, 2025

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

February 18, 2025

Tax Account #: **09-0268-255**

1. The Grantee(s) of the last deed(s) of record is/are: **DAVID ASHLEY LOTT AND LETITIA DECK LOTT**

By Virtue of Warranty Deed recorded 10/23/1998 in OR 4329/345 ABTRACTOR'S NOTE: ACCESS IS BY EASEMENT IN OR 4586/1198. PROPERTY APPEARS TO HAVE A MOBILE HOME.

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 Conseco Finance Servicing Corp. recorded 7/28/2000 – OR 4586/1201 Assigned to U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, FOR MANUFACTURED HOUSING CONTRACT SENIOR/SUBORDINATE PASS-THROUGH CERTIFICATE TRUST 2000-3 by assignment OR 8366/1187.**
- b. **Judgment in favor of RESURGENCE FINANCIAL, LLC. Recorded 3/28/2008 – OR 6036/1008**
- c. **Judgment in favor of HOUSEHOLD FINANCE CORPORATION III recorded 3/28/2007 – OR 6114/1426**
- d. **Judgment in favor of NORTH STAR CAPITAL ACQUISITION LLC recorded 10/10/2007 – OR 6231/1449**
- e. **Department of Revenue Tax Warrant in favor of State of Florida recorded 11/05/2007 – OR 6243/87**
- f. **Judgment in favor of LVNV FUNDING LLC recorded 7/13/2022 – OR 8821/1163**

4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 09-0268-255

Assessed Value: \$75,011.00

Exemptions: HOMESTEAD EXEMPTION

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: JUNE 4, 2025

TAX ACCOUNT #: 09-0268-255

CERTIFICATE #: 2022-3814

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

YES NO

☐☒

Notify City of Pensacola, P.O. Box 12910, 32521

☐☒

Notify Escambia County, 190 Governmental Center, 32502

☒☐

Homestead for 2024 tax year.

**DAVID ASHLEY LOTT
AND LETITIA DECK LOTT
10075 REBEL RD
PENSACOLA, FL 32526**

**RESURGENCE FINANCIAL LLC
10625 TECHWOODS CIR
CINCINNATI, OH 45242**

**U.S. BANK NATIONAL ASSOCIATION,
AS TRUSTEE, FOR MANUFACTURED
HOUSING CONTRACT SENIOR/SUBORDINATE
PASS-THROUGH CERTIFICATE TRUST 2000-3
425 WALNUT ST
CINCINNATI, OH 45202**

**HOUSEHOLD FINANCE CORP III
C/O ROLFE & LOBELLO, PA
233 E. BAY ST, SUITE 720
JACKSONVILLE, FL 32202**

**NORTH STAR CAPITAL
ACQUISITION
6909 JERICHO TURNPIKE
SYOSSET, NY 11849**

**STATE OF FLORIDA
DEPARTMENT OF REVENUE
PENSACOLA SERVICE CENTER
3670 N L ST STE C
PENSACOLA, FL 32505-5254**

**LVNV FUNDING LLC
6801 S CIMARRON RD STE 424-J
LAS VEGAS NV 89113**

**Certified and delivered to Escambia County Tax Collector, this 18th day of February, 2025.
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

February 18, 2025

Tax Account #:09-0268-255

**LEGAL DESCRIPTION
EXHIBIT "A"**

**BEG AT SE COR OF NE1/4 OF SE1/4 OF NW1/4 N 470 5/10 FT 90 DEG LEFT & WLY 311 14/100 FT
FOR POB CONT WLY 396 82/100 FT 90 DEG RT & NLY 182 5/10 FT 90 DEG RT & ELY 396 82/100
FT 90 DEG RT & SLY 182 5/10 FT TO POB OR 4329 P 345**

SECTION 06, TOWNSHIP 1 S, RANGE 31 W

TAX ACCOUNT NUMBER 09-0268-255(0625-41)

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

THIS INSTRUMENT WAS PREPARED BY:
W. Spencer Mitchem
OF: BEGGS & LANE
700 BRENT BUILDING
PENSACOLA, FLORIDA

OR BK 4329 P60345
Escambia County, Florida
INSTRUMENT 98-547275

DEED REC STAMPS PD @ ESC CO \$ 0.70
10/23/98 EARLE LEE HERRIN, CLERK
By: *[Signature]*

PARCEL REFERENCE NO.: _____
GRANTEE'S IDENTIFICATION NO.: _____

WARRANTY DEED

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS, that we, Frederick H. Deck and Dolores E. Deck, as husband and wife, Grantors, for and in consideration of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, do hereby sell, transfer, assign, convey and grant unto David Ashley Lott and Letitia Deck Lott, as husband and wife, Grantees, whose address is 10075 Rebel Road, Pensacola, Florida, 32526, their heirs, personal representatives, successors and assigns, forever, the following described property, situate, lying and being in the County of Escambia, State of Florida, to-wit:

Commencing at the Southeast corner of the northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 6, Township 1 South, Range 31 West, Escambia County, Florida; thence run North for a distance of 470.5 feet; thence 90° left and run Westerly for 311.14 feet for the Point of Beginning; thence continue Westerly along the same line for 396.82 feet; thence 90° right and run Northerly for 182.5 feet; thence 90° right and run Easterly for 396.82 feet; thence 90° right and run Southerly for 182.5 feet to the Point of Beginning.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

TO HAVE AND TO HOLD the same to the said David Ashley Lott and Letitia Deck Lott, as husband and wife, their heirs, personal representatives, successors and assigns, in fee simple, forever.

And we covenant that we are well seized of an indefeasible estate in fee simple in the said property, and have a good right to convey the same; that it is free of lien or encumbrance in law or equity except any restrictions and easements of record in Escambia County, Florida, if any, the lien of ad valorem real property taxes for 1998 and subsequent years, the mineral reservations set forth herein and any other mineral conveyances and reservations of record, if any; and that we, our successors and assigns, the said grantees, their heirs, personal representatives, successors and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend, except for the condition of the subsoils, Grantors advise that they are not aware of any hazardous wastes buried on the subject property, but make no warranties with regard to the environmental conditions of the hereinabove described property.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 14th day of October, 1998.

Signed and sealed in
in the presence of:

Frederick H. Deck (SEAL)
Frederick H. Deck

1. *Jackie M. Dennison*
Type Name: Jackie M. DENNISON
2. *Shirley F. Theriault*
Type Name: Shirley F. Theriault

Dolores E. Deck (SEAL)
Dolores E. Deck

OR BK 4329 P80346
Escambia County, Florida
INSTRUMENT 98-547275

RCD Oct 23, 1998 01:48 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 98-547275

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 14th day of October, 1998,
by Frederick H. Deck and Dolores E. Deck, as husband and wife, who did take an oath and who:

X are personally known to me,
_____ produced current Florida driver's license as identification,
being FL No.: _____ or
_____ produced _____ as identification.

Jackie M. Dennison

Jackie M. Dennison

Notary Public, State of Florida at Large

My Commission Expires: October 22, 2000

Commission Certificate Number: CC576324

(Notary Seal Must Be Affixed)



1500
Prepared By and Return To:
✓ Associated Land Title Group, Inc.
4900 Bayou Blvd., Suite 201
Pensacola, FL 32503
File #00-0555

**GRANT OF EASEMENT AND
MAINTENANCE AGREEMENT**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This Grant of Easement and Maintenance Agreement made and entered into this 14th day of JULY, 2000 by and between FREDERICK H. DECK AND DOLORES E. DECK, HUSBAND AND WIFE, herein referred to as "Grantors" and DAVID ASHLEY LOTT AND LETITIA DECK LOTT, HUSBAND AND WIFE, herein referred to as "Grantees":

WITNESSETH:

Whereas, Grantor(s) are the fee simple owners of real property located in Escambia County, Florida, being used for vehicular and pedestrian ingress and egress purposes and more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART OF.

Whereas, Grantor(s) desire to grant and convey to Grantee(s), their successors, assigns, personal representatives and heirs, an easement upon, over and across the above described real property (private road) for the purposes and in the manner expressed below; and

Whereas, the Grantee(s) herein is agreeable to maintaining the private road in the manner set forth below in order to insure continuous and full use of said private road for its intended purpose.

NOW, THEREFORE, in and for valuable consideration, including the mutual covenants and conditions agreed to herein;

1. Grantor(s) grant and convey unto Grantee(s), their successors, assigns, personal representatives and heirs, full and free right and authority for them and their tenants, servants, visitors and licensees, in common with all persons having the like right, at all times hereafter, for all purposes connected with the use and enjoyment of the land of the Grantee(s) from time to time lawfully may be used and enjoyed, to pass and repass along said private road; said right and authority (easement) shall be nonexclusive and perpetual in nature.

2. Grantee(s) agree that said private road shall be maintained by them in such a condition so that said private road will accomplish the ingress and egress purposes set forth herein and will serve as an all-weather hard dirt road. The parties hereto acknowledge that Grantor(s) herein shall have no responsibility to maintain said easement (private road).

3. The obligation of Grantee(s) to maintain the said private road as created under this instrument shall not be enforceable against any first mortgagee which acquires title to Grantee's property by foreclosure or deed in lieu of foreclosure, and such obligation is specifically inapplicable to Federal agencies holding or guaranteeing mortgages on the property, or acquiring the property as a result of said holding or guaranteeing of any such mortgages.

4. The covenants, conditions and obligations created herein shall run with the aforementioned real property owned by the Grantee(s) and which is being serviced by the private road above described and shall be binding on all present and future owners thereof.

In Witness Whereof, the parties hereto have set their hands and seals the day and year first above written.

Witnesses:

x Violet Redd
Witness: Violet Redd

x Kim Smith
Witness: Kim Smith

x Fredrick H. Deck
FREDERICK H. DECK
FLDU# D200-245-39-404-0
x Dolores E. Deck
DOLORES E. DECK
FLDU# D200-161-41-796-0

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 14th day of JULY, 2000 by FREDERICK H. DECK AND DOLORES E. DECK, HUSBAND AND WIFE who are personally known to me or who have produced a drivers license as identification and who did not take and oath.



x Stephanie D. Chase
Notary: x Stephanie D. Chase

OR BK 4586 PG1200
Escambia County, Florida
INSTRUMENT 2000-756291

RCD Jul 28, 2000 02:05 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2000-756291

EXHIBIT "A"

Access Easement No. 1

Along with an 18 foot ingress and egress easement over the following described parcel of land, Commencing at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 6, Township 1 South, Range 31 West, Escambia County, Florida, thence run North for a distance of 452.50 feet to the Point of Beginning, thence continue North along same line for 18.0 feet, thence 90° left for 311.14 feet (Westerly), thence 90° left run (Southerly) 18.0 feet, thence 90° left run Easterly 311.14 feet to the Point of Beginning.

Access Easement No. 2

Along with an ingress and egress easement over the following described parcel of land, Commencing at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 6, Township 1 South, Range 31 West, Escambia County, Florida, thence run North for a distance of 470.5 feet, thence 90° left and run Westerly for 238.19 feet for the Point of Beginning, thence continue Westerly along the same line for 72.95 feet, thence 90° right and run Northerly for 15.68 feet, thence South 77°52'16" East go 74.62 feet to the Point of Beginning.

File No: 190-00-0555

This document was prepared by CONSECO FINANCE SERVICING CORP
7282 PLANTATION RD SUITE 300 PENSACOLA FL 32504

DISBURSEMENT DATE:

ACCOUNT # 78416286

State of Florida's Documentary Stamp Tax required by law in
the amount of \$ 415.10 has been paid to the
Clerk of the Circuit Court (or the County Comptroller, if
applicable) for the County of ESCAMBIA,
State of Florida.

OR BK 4586 P61201
Escambia County, Florida
INSTRUMENT 2000-756292

MTG DOC STAMPS PD @ ESC CO \$ 415.10
07/28/00 ERMIE LEE MAGANA, CLERK
By: *[Signature]*

INTANGIBLE TAX PD @ ESC CO \$ 237.02
07/28/00 ERMIE LEE MAGANA, CLERK
By: *[Signature]*

33+1
415.10
237.02
RECORD AND RETURN TO:
ASSOCIATED LAND TITLE
4900 BAYOU BLVD., SUITE 201
PENSACOLA, FL 32503
#00-0555

State of Florida
GT-15-10-090 (12/97)

Space Above This Line For Recording Data

MORTGAGE

(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is JULY 26, 2000 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR: DAVID A. LOTT, AKA DAVID ASHLEY LOTT AND
LETITIA A. LOTT,* HUSBAND AND WIFE
10075 REBEL RD *AKA LETITIA DECK LOTT

PENSACOLA, FL 32526

☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER: CONSECO FINANCE SERVICING CORP.

7282 PLANTATION ROAD SUITE 102A
PENSACOLA, FL 32504

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

All of the property located at 10075 REBEL RD
in the City/Town/Village of PENSACOLA, County of ESCAMBIA,
State of FL, in which the Borrower has an ownership, leasehold or other
legal interest. This property is more particularly described on the schedule titled
"Additional Property Description" which is attached hereto as Exhibit A,
together with a security interest in that certain 2000, 76 X 32
SUMMIT mobile home, serial number H210681GL&R.

The Borrower does hereby authorize the Lender or its assigns to obtain a
more detailed property description after the Borrower has signed the Mortgage,
and to attach Exhibit A after the Borrower has signed the Mortgage.

The property is located in ESCAMBIA (County) at
10075 REBEL RD PENSACOLA, Florida 32526
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$118511.99..... . This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:

A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(s) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. *(When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.)*

A Universal Note or Manufactured Home Retail Installment Contract and Security Agreement executed by Buyers/Borrowers.

The above obligation is due and payable on 360 months from last construction disbursement, if not paid earlier.

B. All future advances from Lender to Mortgagor or other future obligations of Mortgagor to Lender under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender executed after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.
- Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.
11. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney-in-fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
12. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
13. **DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guaranteeing the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
14. **REMEDIES ON DEFAULT.** In some instances, federal and/or state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

15. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.
16. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
17. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
18. **INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, tornadoes, hurricanes, earthquakes, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

19. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
20. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
21. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
22. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
23. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
24. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.
25. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:
- ☐ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
 - ☒ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
 - ☐ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
 - ☐ **Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
 - ☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Other
 - ☐ **Additional Terms.**
- ☐ **Payment of this note or mortgage is subject to the terms of a home improvement installment contract of even date between maker and payee or mortgagor and mortgagee.**

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

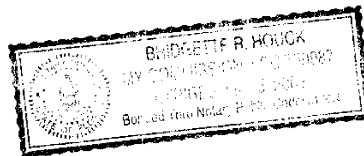
David A. Lott aka David Ashley Lott 7-26-00 *Letitia A. Lott aka Letitia Deck Lott* 7-26-00
(Signature) DAVID A. LOTT AKA DAVID ASHLEY LOTT (Date) (Signature) LETITIA A. LOTT AKA LETITIA DECK LOTT (Date)

Bridgette R. Houck (Date) *Bronnie J. Hopkins* (Date)
(Witness) BRIDGETTE R. HOUCK (Witness) BRONNIE J. HOPKINS

ACKNOWLEDGMENT:

STATE OF FLORIDA, COUNTY OF ESCAMBIA
(Individual) This instrument was acknowledged before me this 26TH day of JULY, 2000 ss.
by DAVID A. LOTT *AND LETITIA A. LOTT **
who is personally known to me or who has produced DRIVER'S LICENSE as identification.
My commission expires:
*AKA DAVID ASHLEY LOTT
**AKA LETITIA DECK LOTT

BRIDGETTE R. HOUCK



DR BK 4586 PG1207
Escambia County, Florida
INSTRUMENT 2000-756292

RCD Jul 28, 2000 02:05 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2000-756292

Schedule A

Commencing at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 6, Township 1 South, Range 31 West, Escambia County, Florida, thence run North for a distance of 470.5 feet, thence 90° left and run Westerly for 311.14 feet for the Point of Beginning, thence continue Westerly along the same line for 396.82 feet, thence 90° right and run Northerly for 182.5 feet, thence 90° right and run Easterly for 396.82 feet, thence 90° right and run Southerly for 182.5 feet to the Point of Beginning.

Access Easement No. 1

Along with an 18 foot ingress and egress easement over the following described parcel of land, Commencing at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 6, Township 1 South, Range 31 West, Escambia County, Florida, thence run North for a distance of 452.50 feet to the Point of Beginning, thence continue North along same line for 18.0 feet, thence 90° left for 311.14 feet (Westerly), thence 90° left run (Southerly) 18.0 feet, thence 90° left run Easterly 311.14 feet to the Point of Beginning.

Access Easement No. 2

Along with an ingress and egress easement over the following described parcel of land, Commencing at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of Section 6, Township 1 South, Range 31 West, Escambia County, Florida, thence run North for a distance of 470.5 feet, thence 90° left and run Westerly for 238.19 feet for the Point of Beginning, thence continue Westerly along the same line for 72.95 feet, thence 90° right and run Northerly for 15.68 feet, thence South 77°52'16" East go 74.62 feet to the Point of Beginning.

File No: 190-00-0555

Recording Requested By:
Shellpoint Mortgage Servicing
Prepared By: **Audrey B Trumble**
855-369-2410
When recorded mail to:
CoreLogic
P.O. Box 9232
Coppell, TX 75019



Case Nbr: **38056287**
Ref Number: **0580001797**
Property Address:
10075 REBEL RD
PENSACOLA, FL 32526
FLO-AM-SHPVT38056287 E 8/13/2020 AP001

This space for Recorder's use

ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is does hereby grant, sell, assign, transfer and convey unto **U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, FOR MANUFACTURED HOUSING CONTRACT SENIOR/SUBORDINATE PASS-THROUGH CERTIFICATE TRUST 2000-3** whose address is all beneficial interest under that certain Mortgage described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Mortgagee: **CONSECO FINANCE SERVICING CORP**
Original Borrower(s): **DAVID A. LOTT AND AKA DAVID ASHLEY LOTT LETITIA A LOTT, HUSBAND AND WIFE AKA LETITIA DECK LOTT**
Date of Mortgage: **7/26/2000**
Original Loan Amount: **\$118,511.99**
Recorded in **Escambia County, FL** on: **7/28/2000**, book **OR 4586**, page **1201** and instrument number **2000-756292**

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on
AUG 25 2020

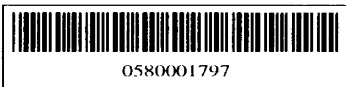
Witness: **Jennifer Smith**

**DITECH FINANCIAL, LLC FKA GREEN TREE
SERVICING, LLC FKA CONSECO FINANCE
SERVICING CORP. BY NEWREZ LLC FKA NEW
PENN FINANCIAL, LLC D/B/A SHELLPOINT
MORTGAGE SERVICING, AS ATTORNEY IN FACT**

By:
Cynthia M. Brock
Vice President

38056287

Page 1 of 2



0580001797

STATE OF SC

COUNTY OF Greenville

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on AUG 25 2020, by Cynthia M. Brock as Vice President for DITECH FINANCIAL, LLC FKA GREEN TREE SERVICING, LLC FKA CONSECO FINANCE SERVICING CORP. BY NEWREZ LLC F/K/A NEW PENN FINANCIAL, LLC D/B/A SHELLPOINT MORTGAGE SERVICING, AS ATTORNEY IN FACT who is personally known to me or who has produced _____ as identification.



Signature of Notary Public



Name of Notary Public: Brittany S. Campbell

Notary Commission Expires Date: _____

Personally Known: X

OR Produced Identification: _____

Type of Identification Produced: _____

IN THE COUNTY COURT IN AND FOR
ESCAMBIA COUNTY, FLORIDA

CIVIL DIVISION

CASE NO: 2006-CC-001883

RESURGENCE FINANCIAL, LLC.,

Plaintiff,

vs.

DAVID A LOTT,

Defendant,

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

2008 MAR 27 A 9:41

COUNTY CIVIL DIVISION
FILED & RECORDED

FINAL JUDGMENT

IT IS ADJUDGED THAT plaintiff, RESURGENCE FINANCIAL, LLC., (who's address is:10625
TECHWOODS CIRCLE, CINCINNATI, OH 45242 recover from defendant, DAVID A LOTT, Social Security
Number [REDACTED] the sum of \$5,609.75, on principal, \$750.00 for attorney's fees, prejudgment
interest of \$1,863.05 and costs in the sum of \$290.00, for a total due of \$8,512.80 that shall bear interest
at the rate of 11%, for which let execution issue.

DONE AND ORDERED in ESCAMBIA County, Florida this 26 day of March 2007.


COUNTY COURT JUDGE

Copies furnished to:

Joseph F. Rosen, Esq.
Attorney for Plaintiff
Pollack & Rosen, P.A.
800 Douglas Road
North Tower, Suite 450
Coral Gables, Florida 33134
Telephone No: 305-448-0006

DAVID A LOTT
10075 REBEL DR
PENSACOLA FL 32526

Case: 2006 CC 001883


00035263341

Dkt: CC1033 Pg#: 1

IN THE COUNTY COURT
IN AND FOR ESCAMBIA
COUNTY, FLORIDA

UCN:
CASE NO.: 2006-CC-006985
DIVISION:

HOUSEHOLD FINANCE CORPORATION, III,
a corporation,
Plaintiff,

vs.

LETITIA A. LOTT,
Defendant.

Ernie Lee Magaha
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2007012965 02/09/2007 at 11:01 AM
OFF REC BK: 6084 PG: 1459 - 1459 Doc Type: FJ

COUNTY CIVIL DIVISION
FILED & RECORDED

2007 FEB - 5 P 3:26

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

FINAL JUDGMENT

This cause having come before the Court upon the Plaintiff's Motion for Final Judgment After Default, and the Court finding that the Defendant(s), **LETITIA A. LOTT** is indebted to the Plaintiff, **HOUSEHOLD FINANCE CORPORATION, III, a corporation**, in the principal sum of \$7,844.75, plus \$1,950.68 interest, plus \$750.00 attorneys fees, plus costs herein taxed at \$275.00, it is;

ADJUDGED that the Plaintiff, **HOUSEHOLD FINANCE CORPORATION, III, a corporation**, recover from the Defendant(s), **LETITIA A. LOTT** the principal sum of \$7,844.75, plus interest in the sum of \$1,950.68, plus \$750.00 attorneys fees, plus costs herein taxed at \$275.00, for a total amount of \$10,820.43, which shall accrue post-judgment interest at the statutory rate of 11% per annum from the date of this judgment until paid, for all of which let execution issue.

DONE AND ORDERED at Pensacola, Escambia County, Florida, this 5th day of February, 2007.

JUDGE

Copies to:
Thomas Lobello, III, Esquire
Attorney for Plaintiff
P.O. Box 40546
Jacksonville, Florida 32203-0546

Letitia A. Lott
10075 Rebel Road
Pensacola, Florida 32526
20063801.001

Plaintiff's Address is:
HOUSEHOLD FINANCE CORPORATION, III,
a corporation,
c/o ROLFE & LOBELLO, P.A.
233 E. Bay Street, Suite 720
Jacksonville, Florida 32202



CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
ERNIE LEE MAGAHA, CLERK
CIRCUIT COURT AND COUNTY COURT
ESCAMBIA COUNTY, FLORIDA
BY Ernie Lee Magaha DC
DATE 2-27-2007

Case: 2006 CC 006985

00029455215

Dkt: CC1036 Pg#:

IN THE COUNTY COURT IN AND FOR ESCAMBIA
COUNTY, FLORIDA

CASE NO: 07-SC-1289

NORTH STAR CAPITAL ACQUISITION
LLC, successor in interest to
Chase Manhattan Bank

Plaintiff,

vs.

LETITIA LOTT

Defendant(s)

The above space reserved for recording information

DEFAULT FINAL JUDGMENT

The Defendant(s), having failed to appear at the Pretrial Conference on April 18, 2007 and upon a review
of the file together with the Affidavits presented, it is hereby ORDERED AND ADJUDGED that:

Plaintiff, NORTH STAR CAPITAL ACQUISITION LLC, successor in interest to Chase Manhattan
Bank recover from Defendant(s), LETITIA LOTT the following:

Principal	\$1,707.25
Costs	\$190.00
Interest	<u>\$663.21</u>
Total	\$2,560.46

That shall bear interest at the rate of 11% until such time as this judgment is satisfied.
For all of the above sums let execution issue.

ORDERED at ESCAMBIA County, Florida this 4th day of October ~~September~~, 2007.

Ernie Lee Magaha
COUNTY COURT JUDGE

Copies furnished to:
Scott E. Modlin, Esq.
Sprechman & Associates, P.A.
Attorneys for Plaintiff
2775 Sunny Isles Blvd., Suite 100
Miami, Florida 33160-4007
(305) 931-0100 (800) 440-6289

Plaintiff's name and address:
NORTH STAR CAPITAL ACQUISITION LLC,
successor in interest to Chase Manhattan Bank
6909 Jericho Turnpike
Syosset, NY 11849

LETITIA LOTT
10075 REBEL RD
PENSACOLA FL 32526

Defendant's name and address:
LETITIA LOTT
10075 REBEL RD
PENSACOLA FL 32526

E14976: PJMT:

Case: 2007 SC 001289



00083316703

Dkt: CC1033 Pg#: 1



**STATE OF FLORIDA
DEPARTMENT OF REVENUE
WARRANT**

DR-78
R. 06/00

**LETITIA LOTT
10075 REBEL RD
PENSACOLA FL 32526-4503**

**Warrant Number : 1000000064759
Contract Object : 12482517
Re: Warrant issued under Chapter
212, Florida Statutes**

THE STATE OF FLORIDA
TO ALL AND SINGULAR, THE CLERKS OF THE CIRCUIT COURTS AND
ALL AND SINGULAR, THE SHERIFFS OF THE STATE OF FLORIDA
WARRANT FOR COLLECTION OF DELINQUENT SALES AND USE TAX.

The taxpayer named above in the County of Escambia, is indebted to the Florida Department of Revenue, State of Florida, in the following amounts:

Tax	\$2,513.54
Penalty	\$251.36
Interest	\$365.60
Total	\$3,130.50
Filing fee	\$20.00
Grand total	\$3,150.50

For returns due on or before December 31, 1999, interest is due at the rate of 12% per annum. For returns due on or after January 1, 2000, a floating rate of interest applies in accordance with Section 213.235, Florida Statutes.

WITNESS my hand and official seal in this City of Pensacola, Escambia County, Florida, this 30th day of October, 2007.



Jim Zingale, Executive Director
Department of Revenue
State of Florida

This instrument prepared by:

A handwritten signature in black ink, likely belonging to the Authorized Agent.

Authorized Agent

PLEASE BILL TO:
PENSACOLA SERVICE CENTER
3670 N L ST STE C
PENSACOLA FL 32505-5254
850-595-5170

Filing # 152829690 E-Filed 07/07/2022 08:32:48 AM

**IN THE COUNTY COURT OF THE FIRST JUDICIAL
CIRCUIT, IN AND FOR ESCAMBIA COUNTY, FLORIDA**

CASE No.: 2021 SC 005866

LVNV FUNDING LLC
6801 S. Cimarron Road, Suite 424-J
Las Vegas NV 89113
Plaintiff

v.

LETITIA LOTT
10075 REBEL RD
PENSACOLA FL 32526-4503
Defendant

_____/

FINAL JUDGMENT

At a Small Claims Pretrial Conference on April 6, 2022, the Plaintiff appeared but the defendant did not after proper Notice. As a result, the plaintiff is entitled to a Final Judgment and it is,

ORDERED AND ADJUDGED:

That the Plaintiff, LVNV FUNDING LLC, 6801 S. Cimarron Road, Suite 424-J, Las Vegas NV 89113, shall recover from the Defendant, LETITIA LOTT: 10075 REBEL RD, PENSACOLA FL 32526-4503, \$701.81 plus court cost of \$249.00 for a total of \$950.81. The judgment shall bear interest at the prevailing statutory interest rate in accordance with *Florida Statute 55.03*, for all which let Execution issue.

DONE AND ORDERED in chambers, Pensacola, Escambia County, Florida.


Escambia COUNTY COURT JUDGE PAT KINSEY
on 07/06/2022 17:17:55 7OxgaJL

Copies furnished to:
Tromberg, Morris & Poulin, PLLC
Attorney for Plaintiff

Defendant