



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

0325.59

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	ATCF II FLORIDA-A, LLC PO BOX 69239 BALTIMORE, MD 21264-9239	Application date	Apr 17, 2024
Property description	MCDOWELL JAMES R JR SUCESSOR TRUSTEE FOR MCDOWELL LORRAINE S TRUST C/O JAMES MCDOWELL JR 7121 PINE FOREST RD PENSACOLA, FL 32526 7121 PINE FOREST RD 09-1221-000 BEG AT SE COR OF NE1/4 OF SW1/4 N 600 FT W 50 FT FOR POB CONTINUE W 400 FT N 150 FT E 400 FT TO W LI (Full legal attached.)	Certificate #	2022 / 3987
		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)
# 2022/3987	06/01/2022	3,493.91	174.70	3,668.61
→Part 2: Total*				3,668.61

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

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2023/4048	06/01/2023	3,499.95	6.25	224.58	3,730.78
Part 3: Total*					3,730.78

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)	7,399.39
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	3,326.31
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)	11,100.70

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 May 3rd, 2024

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

+6.25

H

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)	
Total Paid (Lines 8-13)	
14.	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	132,437.00
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>03/05/2025</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.

BEG AT SE COR OF NE1/4 OF SW1/4 N 600 FT W 50 FT FOR POB CONTINUE W 400 FT N 150 FT E 400 FT TO W LI OF RD S 150 FT TO POB OR 164/173 P 172/564 OR 6713 P 1409 OR 7858 P 340

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2400278

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

ATCF II FLORIDA-A, LLC
PO BOX 69239
BALTIMORE, MD 21264-9239,

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
09-1221-000	2022/3987	06-01-2022	BEG AT SE COR OF NE1/4 OF SW1/4 N 600 FT W 50 FT FOR POB CONTINUE W 400 FT N 150 FT E 400 FT TO W LI OF RD S 150 FT TO POB OR 164/173 P 172/564 OR 6713 P 1409 OR 7858 P 340

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
ATCF II FLORIDA-A, LLC
PO BOX 69239
BALTIMORE, MD 21264-9239

04-17-2024
Application Date

Applicant's signature



Chris Jones

Escambia County Property Appraiser

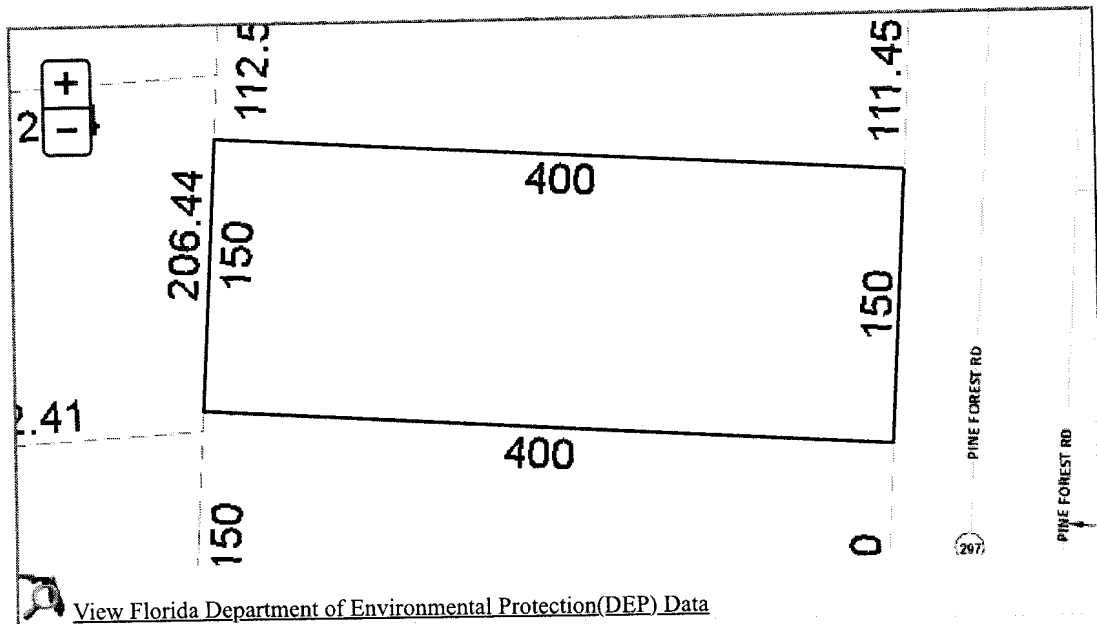
[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
[Back](#)

[← Nav. Mode](#)
☒ Account
 ☐ Parcel ID
 [➔](#)

[Printer Friendly Version](#)

General Information Parcel ID: 2415313102000000 Account: 091221000 Owners: MCDOWELL JAMES R JR SUCESSOR TRUSTEE FOR MCDOWELL LORRAINE S TRUST Mail: C/O JAMES MCDOWELL JR 7121 PINE FOREST RD PENSACOLA, FL 32526 Situs: 7121 PINE FOREST RD 32526 Use Code: MULTI-FAMILY <=9 Units: 2 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>\$171,000</td> <td>\$183,491</td> <td>\$354,491</td> <td>\$264,874</td> </tr> <tr> <td>2022</td> <td>\$132,000</td> <td>\$165,129</td> <td>\$297,129</td> <td>\$257,160</td> </tr> <tr> <td>2021</td> <td>\$132,000</td> <td>\$132,488</td> <td>\$264,488</td> <td>\$249,670</td> </tr> </tbody> </table> <div style="text-align: center;"> Disclaimer Tax Estimator File for Exemption(s) Online Report Storm Damage </div>		Year	Land	Imprv	Total	Cap Val	2023	\$171,000	\$183,491	\$354,491	\$264,874	2022	\$132,000	\$165,129	\$297,129	\$257,160	2021	\$132,000	\$132,488	\$264,488	\$249,670																
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Parcel Information		Launch Interactive Map																																					

**Evacuation
& Flood
Information
Open
Report**



Order

Address: 7121 PINE FOREST RD, Year Built: 1956, Effective Year: 1956, PA Building ID#: 97233

Structural Elements

DECOR/MILLWORK-AVERAGE

DWELLING UNITS-1

EXTERIOR WALL-BRICK-COMMON

FLOOR COVER-HARDWOOD/PARQUET

FOUNDATION-WOOD/SUB FLOOR

HEAT/AIR-HEAT W/DUCTS

INTERIOR WALL-DRYWALL-PLASTER

NO. PLUMBING FIXTURES-5

NO. STORIES-1

NO. STORIES 1
ROOF COVER-COMPOSITION SHG

ROOF FRAMING-HIP

STORY HEIGHT-0

STRUCTURAL FRAME-WOOD FRAME

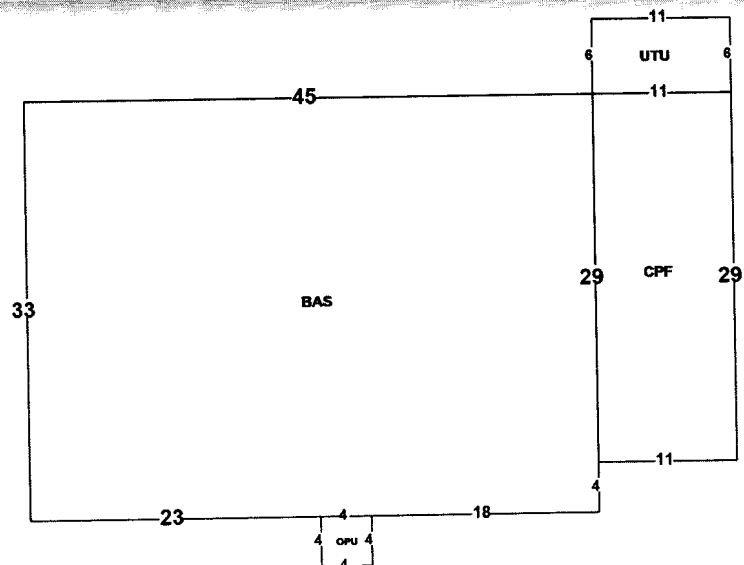
 Areas - 1886 Total SF

BASE AREA - 1485

CARPORT FIN - 319

OPEN PORCH UNF - 16

UTILITY UNF - 66



Year Built: 2010, Effective Year: 2010, PA Building ID#: 145111

Structural Elements

DWELLING UNITS-1
MH EXTERIOR WALL-VINYL/METAL
MH FLOOR FINISH-CARPET
MH FLOOR SYSTEM-TYPICAL
MH HEAT/AIR-CENTRAL HEAT
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-7
NO. STORIES-1
STORY HEIGHT-0

Areas - 1568 Total SF

BASE AREA - 1568

56

28

BAS

28

56

Images



4/19/2023 12:00:00 AM

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

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **ATCF II FLORIDA-A LLC** holder of **Tax Certificate No. 03987**, issued the **1st** day of **June, A.D., 2022** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG AT SE COR OF NE1/4 OF SW1/4 N 600 FT W 50 FT FOR POB CONTINUE W 400 FT N 150 FT E 400 FT TO W LI OF RD S 150 FT TO POB OR 164/173 P 172/564 OR 6713 P 1409 OR 7858 P 340

SECTION 24, TOWNSHIP 1 S, RANGE 31 W

TAX ACCOUNT NUMBER 091221000 (0325-59)

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

JAMES R MCDOWELL JR SUCC TRUSTEE

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Wednesday in the month of March, which is the **5th** day of **March 2025**.

Dated this 13th 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 #: 09-1221-000 CERTIFICATE #: 2022-3987

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: November 20, 2004 to and including November 20, 2024 Abstractor: Mike Campbell

BY

Michael A. Campbell,
As President
Dated: November 22, 2024

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

November 22, 2024

Tax Account #: **09-1221-000**

1. The Grantee(s) of the last deed(s) of record is/are: **JAMES R MCDOWELL JR. SUCCESSOR TRUSTEE FOR THE AMENDED AND RESTATE TRUST AGEEMENT FOR THE LOARRAINE S MCDOWELL REVOCABLE TRUST DATED APRIL 26, 2011**

By Virtue of Warranty Deed recorded 4/26/2011 in OR 6713/1409 and Quit Claim Deed recorded 8/9/2018 OR 7946/626.

ABTRACTOR'S NOTE JAMES R. MCDOWELL SR. DEEDED A PORTION OF LANDS TO JAMES R. MCDOWELL, JR IN OR 7946/626 AND WE FIND NO CONVEYANCE OUT OF THE JAMES R. MCDOWELL, JR. AS TRUSTEE TO JAMES SR. WE HAVE INCLUDED JAMES R. MCDOWELL INDIVIDUALLY AND AS TRUSTEE FOR NOTIFICATION. THERE ALSO APPEARS TO BE A CONFLICT SHOWIN ON THE APPRAISER'S MAP WITH THE PARCEL NEXT DOOR SO WE HAVE SHOWN MAPS AND OWNERS AND CREDITORS ETC. FOR THAT PARCEL. WE ARE UNABLE TO DETERMINE IF THERE IS AN ACTUAL CONFLICT WITHOUT A CURRENT SURVEY ON BOTH PARCELS.

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 Monsanto Employees Credit Union recorded 01/09/2002 – OR 4833/507**
 - b. **Lien in favor of City of Pensacola recorded 1/10/2018 – OR 7837/357**
 - c. **Judgment in favor of Asset Acceptance LLC recorded 7/1/2008 – OR 6347/618**
 - d. **Mortgage in favor of Wells Fargo Bank, National Association recorded 12/1/2017 – OR 7817/1022 as to Conflict Parcel**
 - e. **Mortgage in favor of, Malena's Mini School, LLC, a Florida limited liability company recorded 12/1/2017 – OR 7817/1036 as to Conflict Parcel**

4. Taxes:

Taxes for the year(s) 2021-2023 are delinquent.
Tax Account #: 09-1221-000
Assessed Value: \$272,820.00
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: MAR 5, 2025

TAX ACCOUNT #: 09-1221-000

CERTIFICATE #: 2022-3987

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 2023 tax year.

**JAMES R MCDOWELL, JR.
INDIVIDUALLY AND AS
SUCCESSOR TRUSTEE FOR
LORRAINE S. MCDOWELL TRUST
DATED APRIL 26, 2011
7121 PINE FOREST RD.
PENSACOLA, FL 32526**

**GULF WINDS FEDERAL CREDIT UNION
F/K/A MONSANTO EMPLOYEES CREDIT
UNION
220 EAST NINE MILE RD.
PENSACOLA, FL 32534**

**ASSET ACCEPTANCE LLC
P.O. BOX 2036
WARREN MI 48090**

**GRACE CHILD DEVELOPMENT
CENTER LLC
7181 PINE FOREST RD
PENSACOLA, FL 32526**

**WELLS FARGO BANK
NATIONAL ASSOCIATION
301 S. TRYON ST. 27TH FLOOR
CHARLOTTE, NC 28282**

**MALENA'S MINI SCHOOL, LLC
9318 PENSACOLA BLVD
PENSACOLA, FL 32534**

**Certified and delivered to Escambia County Tax Collector, this 22nd day of November, 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

November 22, 2024

Tax Account #:09-1221-000

LEGAL DESCRIPTION EXHIBIT "A"

**BEG AT SE COR OF NE1/4 OF SW1/4 N 600 FT W 50 FT FOR POB CONTINUE W 400 FT N 150 FT
E 400 FT TO W LI OF RD S 150 FT TO POB OR 164/173 P 172/564 OR 6713 P 1409 OR 7858 P 340**

SECTION 24, TOWNSHIP 1 S, RANGE 31 W

TAX ACCOUNT NUMBER 09-1221-000(329-59)

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

2.05
6.00
10.45

OFFICE
BOOK 173 PAGE 504

HARRELL, GARG & WILTSHIRE
ATTORNEYS AT LAW
201 EAST GOVERNMENT ST.
PENSACOLA, FLORIDA

State of Florida
Escambia County

WARRANTY DEED

Know All Men by These Presents: That we, James B. Timms, a divorced and unremarried man, and Eleanor M. Timms, a divorced and unremarried woman,

for and in consideration of One Hundred Dollars and other good and valuable considerations

the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto Everett R. McDowell and Lorraine S. McDowell, husband and wife,

their heirs, executors, administrators and assigns, forever, the following described real property, situate, lying and being in the County of Escambia State of Florida to-wit:

Commencing at the Southeast corner of the NE 1/4 of the SW 1/4 of Section 24, Township 1 South, Range 31 West, said point being a nail in Pine Forrest Road, thence North along East line of said NE 1/4 of the SW 1/4 600 feet; thence West parallel to the South line of said NE 1/4 of the SW 1/4 50 feet to the point of beginning; thence continue West 400 feet; thence North parallel to the East line of the NE 1/4 of the SW 1/4 150 feet; thence East 400 feet to the West right-of-way line of Pine Forrest Road; thence South 150 feet to point of beginning, lying and being in Section 24, Township 1 South, Range 31 West, Escambia County, Florida.

As a part of the consideration hereof, the grantees hereby assume and agree to pay and abide by in all respects the covenants and conditions contained in mortgage executed by the grantors herein in favor of Gulf Life Insurance Company dated March 16, 1956, in the original principal sum of \$9,000.00, and a mortgage to Gulf Life Insurance Company dated November 12, 1963, in the original principal sum of \$2,500.00.

There is excepted from the warranties hereinafter contained ad valorem real property taxes for the year 1959 and subsequent years.

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

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

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 17th day of July, A.D. 1964.

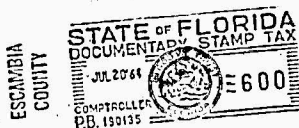
Signed, sealed and delivered in the presence of

William H. Charles
D.R. Middlebrook

James B. Timms (SEAL)
Eleanor M. Timms (SEAL)

RECORDED
INDEXED
JUL 17 2 20 PM '64
CLERK OF
ESCAMBIA
COUNTY
FLA. OH

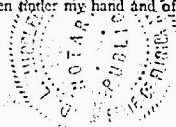
State of Florida
Escambia County



Before the subscriber personally appeared James B. Timms, a divorced and unremarried man, and Eleanor M. Timms, a divorced and unremarried woman,

known to me, and known to me to be the individual described by said names in and who executed the foregoing instrument and acknowledged that she executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 17th day of July, 1964.



D.R. Middlebrook
Notary Public
My commission expires 4/18/68

3.35
REG. FEE
ST. STP.
FED. STP.
TOTAL

State of Florida
Escambia County

WARRANTY DEED

164 PAGE 172

Rt 8 Box 309 Pens.
GRANTEES' ADDRESS

Know All Men by These Presents: That We, James B. Timms and Eleanor M. Timms, husband and wife

for and in consideration of Ten dollars (\$10.00)

the receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto Everett R. McDowell and Lorraine S. McDowell, husband and wife

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

Commencing at the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 24, Township 1 South, Range 31, West, said point being a nail in Pine Forrest Road, thence North along East line of said Northeast Quarter of the Southwest Quarter 600.0 feet; thence West parallel to the South line of said Northeast Quarter of the Southwest Quarter 50.0 feet to point of beginning; thence continue West 400.0 feet; thence North parallel to the East line of the Northeast Quarter of the Southwest Quarter 150.0 feet; thence East 400.0 feet to the West right-of-way line of Pine Forrest Road; thence South 150.0 feet to point of beginning, lying and being in Section 24, Township 1 South, Range 31 West, Escambia County, Florida.

This deed is given pursuant to that certain contract between the grantors and grantees herein dated February 13, 1959 and recorded in Deed Book 506 at page 66 through 69 of the Public Records of Escambia County, Florida.

This deed is given subject to those certain mortgages made by the grantees herein to Gulf Life Insurance Company as recorded in Mortgage Book 445 at Page 38 and GR Book 130 at Page 170 of the Public Record of Escambia County, Fla. said mortgages the grantors by their acceptance of this deed assume and agree to pay.

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

And we, the said grantors, covenant that we, the said grantors, 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 except as stated above; and that we, the said grantors, their heirs, executors and administrators, the said grantee, their heirs, executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, we, the said grantors, have hereunto set our hands and seal, this 23rd day of January, A.D. 1964

Signed, sealed and delivered in the presence of

Hazel O. Britt
J. J. Fields

James B. Timms (SEAL)
Eleanor M. Timms (SEAL)

State of Florida
Escambia County

ESCAMBIA COUNTY

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
JUN-1-64
4980
RECEIVED
P.B. 150135

Before the subscriber personally appeared James B. Timms and Eleanor M. Timms

his wife, known to me to be the individual described by said name in and who executed the foregoing instrument and acknowledged that he executed the same for the uses and purposes therein set forth

Given under my hand and official seal this 23rd day of January, 1964

Hazel O. Britt
Notary Public
My Commission expires 8/22/67

CLERK FILE NO.

217992
JUN 29 2 34 PM '64
RECEIVED
P.B. 150135

Recorded in Public Records 04/26/2011 at 03:41 PM OR Book 6713 Page 1409,
Instrument #2011027253, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$18.50 Deed Stamps \$0.70

Prepared by/Return to:
Ronald L. Nelson, Esq.
517 East Government Street
Pensacola, Florida 32502

WARRANTY DEED TO TRUSTEE

STATE OF FLORIDA
COUNTY OF ESCAMBIA

PARCEL I.D. NO. 24-18-31-3102-000-000

This Warranty Deed is made this 26th day of April, 2011, between LORRAINE S. McDOWELL, whose address is 7121 Pine Forest Road, Pensacola, Florida 32526 (herein "Grantor"), and LORRAINE S. McDOWELL, as Trustee of the Lorraine S. McDowell Revocable Trust, governed by the Amended and Restated Trust Agreement for the Lorraine S. McDowell Revocable Trust Dated April 26, 2011, whose address is 7121 Pine Forest Road, Pensacola, Florida 32526 (herein "Grantee").

Grantor, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, to Grantor in hand paid by Grantee, the receipt whereof is hereby acknowledged, does hereby bargain, sell, convey, assign and grant unto Grantee, Grantee's successors and assigns forever, the following described real property situate, lying and being in the County of Escambia, State of Florida, to wit:

Commencing at the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 24, Township 1 South, Range 31 West, said point being a nail in Pine Forrest Road, thence North along East line of said Northeast Quarter of the Southwest Quarter 600.0 feet; thence West parallel to the South line of said Northeast Quarter of the Southwest Quarter 50.0 feet to point of beginning; thence continue West 400.0 feet; thence North parallel to the East line of the Northeast Quarter of the Southwest Quarter 150.0 feet; thence East 400.0 feet to the West right-of-way line of Pine Forrest Road; thence South 150.0 feet to point of beginning, lying and being in Section 24, Township 1 South, Range 31 West, Escambia County, Florida. [O.R. Book 164, Page 172].

AND ALSO

Commencing at the Southeast corner of the NE 1/4 of the SW 1/4 of Section 24, Township 1 South, Range 31 West, said point being a nail in Pine Forrest Road, thence North along East line of said NE 1/4 of the SW 1/4 600 feet; thence West parallel to the South line of said NE 1/4 of the SW 1/4 50 feet to the point of beginning; thence continue West 400 feet; thence North parallel to the East line of the NE 1/4 of the SW 1/4 150 feet; thence East 400 feet to the West right-of-way line of Pine Forrest Road; thence South 150 feet to point of beginning, lying and being in Section 24, Township 1 South, Range 31 West, Escambia County, Florida. [O.R. Book 173, Page 564].

Grantor retains a life estate in the above-described property.

The above-described property constitutes the homestead of Grantor.

BK: 6713 PG: 1410 Last Page

And Grantor does hereby fully warrant the title to the said property and will defend the same against the lawful claims of all persons.

Said Trustee shall have the power and authority to protect, conserve, sell, lease, encumber, or otherwise to manage and dispose of the real property conveyed by this deed.

In the event that LORRAINE S. McDOWELL ceases serving as Trustee under the Lorraine S. McDowell Revocable Trust, the successor Trustee shall be JAMES R. McDOWELL, JR. In the event that JAMES R. McDOWELL, JR. cannot continue to serve as successor Trustee under the Lorraine S. McDowell Revocable Trust, the successor Trustee shall be JOSHUA McDOWELL. All successor Trustees are hereby granted the power to protect, conserve, sell, lease, encumber, or otherwise to manage and dispose of the real property described in this deed.

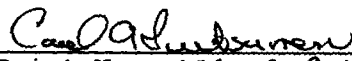
Any person dealing with a Trustee shall deal with such Trustee in the order as set forth above. However, no person shall deal with a successor Trustee until one or more of the following have been received by said person or placed of record in the aforementioned county:

- a. The written resignation of the prior Trustee sworn to and acknowledged before a notary public.
- b. A certified death certificate of the prior Trustee.
- c. The order of a court of competent jurisdiction ruling that the prior Trustee lacks competency, capability or capacity.
- d. The written certificate of a medical doctor licensed to practice medicine in the state of residence of the prior Trustee that the prior Trustee lacks competency, capability or capacity.

This conveyance is subject to restrictions, reservations, limitations, and easements of record, if any, which are not hereby reimposed, and taxes for the year 2011 and subsequent years.

In testimony whereof, Grantor has executed this deed the day and year first above written.

WITNESSES:

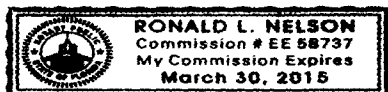

Print Name: CARA A. RUBBSAMEN



LORRAINE S. McDOWELL


Print Name: RONALD L. NELSON

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26 day of April, 2011, by LORRAINE S. McDOWELL, who is personally known to me and who did not take an oath.




Notary Public

Recorded in Public Records 6/5/2018 2:30 PM OR Book 7912 Page 101,
Instrument #2018043761, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$10.00

Prepared by and Return to:
Julie Messer
First International Title - Pensacola Branch Downtown
411 W Gregory St
Pensacola, FL 32502
File Number: 122033-59

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CONTINUOUS MARRIAGE AFFIDAVIT

(Third Party)

State of Florida
County of Escambia

BEFORE ME, the undersigned authority, this day personally appeared **James R. McDowell, Jr.** who after first being duly sworn, deposes and says:

1. That Affiant personally knew Everett Russell McDowell and Lorraine S. McDowell and that they were one and the same persons who took title as husband and wife to the following described property:


The West Twenty (20) feet of Lot Seventeen (17), all of Lot Eighteen (18) and the South Seventy-Two (72) feet and Six (6) inches of Lots Nineteen (19) and Twenty (20), in Block Two Hundred Forty-Seven (247), New City Tract, according to map of said City of Pensacola copyrighted, by Thos. C. Watson in 1906.

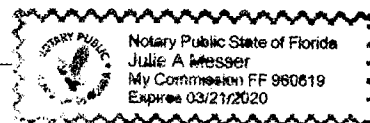
2. That decedents were continuously married to each other without interruption from the date they took title to the above property to the date of death of Everett Russell McDowell on 12/12/90, as evidenced by a copy of the death certificate, which has been examined and will be retained in the above referenced closing file.
3. Affiant states that he/she is familiar with the nature of an oath, and with the penalties as provided by the laws of the State aforesaid for falsely swearing to statements made in an instrument of this nature.
4. Affiant further certifies that he/she has read the full facts contained in this Affidavit and understands its context.
5. That Affiant is executing this Affidavit to induce **First International Title, Inc. and Fidelity National Title Insurance Company**, to issue a policy of title insurance, based on facts contained herein. FURTHER, Affiant herein agrees to indemnify and hold harmless First International Title, Inc. and Fidelity National Title Insurance Company, against any loss or damage resulting from its issuance of title insurance as stated above based on the information given in this affidavit.

Further AFFIANT SAYETH NAUGHT.

STATE OF Florida
COUNTY OF ESCAMBIA

The foregoing instrument was sworn to, subscribed and acknowledged before me this 4th day of June, 2018 by James R. McDowell, Jr. who () is personally known to me or (x) has produced driver license as identification.


NOTARY PUBLIC
Printed Name: _____
My Commission Expires: _____



Recorded in Public Records 8/9/2018 12:31 PM OR Book 7946 Page 626,
Instrument #2018062467, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$27.00 Deed Stamps \$0.70

Prepared By

Name: James McDowell Jr.
Address: 7121 Pine Forest Rd

State: Florida Zip Code: 32526

After Recording Return To

Name: James McDowell Jr.
Address: 7121 Pine Forest Rd

State: Florida Zip Code: 32526

Space Above This Line for Recorder's Use

FLORIDA QUIT CLAIM DEED

STATE OF FLORIDA

Escambia COUNTY

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of
zero dollars and 00 cents (\$ 0.00) in hand
paid to James R. McDowell Sr., a individual,
residing at 7121 Pine Forest Rd., County of Escambia,
City of Pensacola, State of Florida (hereinafter known as
the "Grantor(s)") hereby quitclaims to James R. McDowell Jr.,
a Individual, residing at 7121 Pine Forest Rd, County of
Escambia, City of Pensacola, State of Florida
(hereinafter known as the "Grantee(s)") all the rights, title, interest, and claim in or to the
following described real estate, situated in Escambia County,
Florida to-wit:

BK: 7946 PG: 627

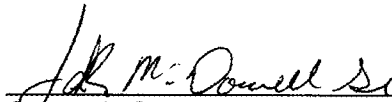
NEW PARCEL 'A' DESCRIPTION:


(AS PREPARED BY FABRE ENGINEERING & SURVEYING)

COMMENCING AT THE NORTHEAST CORNER OF TWIN LAKES SUBDIVISION AS RECORDED IN PLAT BOOK 4, PAGE 85, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF PINE FORREST ROAD - STATE ROAD #297 (150 FOOT RIGHT OF WAY); THENCE PROCEED S01°42'40"W ALONG SAID WESTERLY RIGHT OF WAY LINE FOR A DISTANCE OF 1253.66 FEET TO THE NORTHEAST CORNER OF PARCEL AS DESCRIBED IN OR BOOK 6713, PAGE 1409; THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE PROCEED N88°36'46"W FOR A DISTANCE OF 249.04 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE N88°36'46"W FOR A DISTANCE OF 151.24 FEET; THENCE PROCEED S02°22'41"W FOR A DISTANCE OF 150.01 FEET; THENCE PROCEED S88°41'39"E FOR A DISTANCE OF 158.17 FEET; THENCE PROCEED N00°16'13"W FOR A DISTANCE OF 149.83 FEET TO THE POINT OF BEGINNING. ALL BEING IN A PORTION OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 3: WEST, ESCAMBIA COUNTY, FLORIDA. CONTAINING 0.53 ACRES MORE OR LESS.


[INSERT LEGAL DESCRIPTION HERE OR ATTACH AND INSERT]


To have and to hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.


 Grantor's Signature
James R. McDowell Sr
 Grantor's Name
7121 Pine Forest RD
 Address
Pensacola FL 32526
 City, State & Zip


 Grantor's Signature
James R. McDowell Jr
 Grantor's Name
7121 Pine Forest RD
 Address
Pensacola FL 32526
 City, State & Zip

In Witness Whereof,


 Witness's Signature
Whitney Coppinge
 Witness's Name
221 Palafax Pl Suite 110
 Address
Pensacola, FL 32502
 City, State & Zip


 Witness's Signature
Ashley Walker
 Witness's Name
221 Palafax Pl Suite 110
 Address
Pensacola, FL 32502
 City, State & Zip

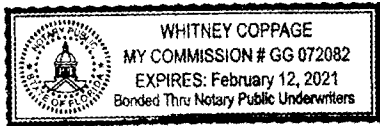
BK: 7946 PG: 628 Last Page

STATE OF FLORIDA)

COUNTY OF Escambia)

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that James R McDowell Sr whose names are signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that, being informed of the contents of the instrument, they, executed the same voluntarily on the day the same bears date. Produced Fz Dc

Given under my hand this 9th day of August, 20 18.



Whitney Coppage
Notary Public

My Commission Expires: 02/12/21

33-
113.40OR BK 4833 PG0507
Escambia County, Florida
INSTRUMENT 2002-919744MTG DOC STAMPS PD @ ESC CO \$ 113.40
01/09/02 ERNIE LEE MAGAHA, CLERK
By: Sallye M. MordPREPARED BY
S. Avery Smith, Esq.
P. O. Box 4113
Pensacola, Florida 32507-0113Instrument exempt from
CLASS C INTANGIBLE TAX
ERNIE LEE MAGAHA, CLERK

WHEN RECORDED, MAIL TO

/ [S. Avery Smith, Esq.
P. O. Box 4113
Pensacola, Florida 32507-0113]

SPACE ABOVE IS FOR RECORDER'S USE

REVOLVING CREDIT MORTGAGE

THIS MORTGAGE CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE OF INTEREST.

THIS MORTGAGE is made this 4th day of January, 2002,
 between the Mortgagor, LORRAINE S. MCDOWELL, an unmarried woman
 (herein "Borrower"),
 and the Mortgagee, Monsanto Employees Credit Union
 a corporation organized and existing under the laws of Florida
 whose address is 220 East Nine Mile Road, Pensacola, Florida 32534
 (herein "Lender").

WHEREAS, Borrower is indebted to Lender as described in this paragraph;
 TO SECURE to Lender:

- (1) The repayment of all indebtedness due and to become due under the terms and conditions of the LOANLINER® Home Equity Plan Credit Agreement and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Mortgage, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Mortgage. The total outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which may vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed Thirty Two Thousand Four Hundred Dollars 00/100 (\$ 32,400.00). That sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Credit Limit. The entire indebtedness under the Credit Agreement, if not sooner paid, is due and payable fifteen years from the date of this Mortgage.
 - (2) The payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, with finance charges thereon at a rate which may vary as described in the Credit Agreement.
 - (3) The performance of the covenants and agreements of Borrowers herein contained;
- BORROWER does hereby mortgage, grant and convey to Lender the following described property located in the County of Escambia, State of Florida:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREIN

OR BK 4833 P60508
Escambia County, Florida
INSTRUMENT 2002-919744

which has the address of 7121 Pine Forest Road
(Street)
Pensacola, Florida 32526 (herein "Property Address");
(City) (Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixtures, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Complete if applicable:

This Property is part of a condominium project known as _____

This Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.

This Property is in a Planned Unit Development known as _____

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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Finance Charges and Other Charges. Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.

2. Funds for Taxes and Insurance. Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Mortgage are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance and flood insurance, if applicable, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

DR BK 4833 P60509
Escambia County, Florida
INSTRUMENT 2002-919744

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 22 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be paid to Lender under paragraph 2, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

5. Hazard 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," floods, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Mortgage, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Mortgage. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents.

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Mortgage. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence

OR BK 4833 PG0510
Escambia County, Florida
INSTRUMENT 2002-919744

proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Credit Agreement, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable under the Credit Agreement or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or amendments with regard to the terms of this Mortgage or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Credit Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Prior Mortgage or Deed of Trust; Modification; Future Advance. Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Mortgage by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

15. Borrower's Copy. Borrower shall be furnished a copy of the Credit Agreement and of this Mortgage at the time of execution or after recordation hereof.

16. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

17. Waiver of Homestead Exemption. Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Mortgage.

18. Waiver of Statutes of Limitation. Borrower hereby waives, to the full extent permitted by law, statutes of limitation as a defense to any demand or obligation secured by this Mortgage.

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

20. Notice of Transfer of the Property; Advances after Transfer. Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Mortgage unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

21. Transfer of the Property. Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 22 hereof.

OR BK 4833 PG0511
Escambia County, Florida
INSTRUMENT 2002-919744

22. Default, Termination and Acceleration; Remedies. Each of the following events shall constitute an event of default ("event of default") under this Mortgage: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Mortgage or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by this Mortgage. If an event of default occurs, then prior to exercising any right or remedy provided for in this Mortgage and prior to acceleration, Lender shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the event of default; (2) the action required to cure such event of default; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such event of default must be cured; and (4) that failure to cure such event of default on or before the date specified in notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceedings, and sale of Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of an event of default or any other defense of Borrower to acceleration and foreclosure.

If the event of default is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports.

23. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's default, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would then be due under this Mortgage and the Credit Agreement had no acceleration occurred; (b) Borrower cures all events of default; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in the Mortgage, and in enforcing Lender's remedies as provided in paragraph 22 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

24. Release. This Mortgage secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Credit Agreement. When Borrower (1) has paid all sums secured by this Mortgage and (2) has requested that the revolving line of credit be canceled, Lender shall discharge this Mortgage. To the extent permitted by law, Lender may charge Borrower a fee for such discharge and require Borrower to pay costs of recordation, if any.

25. Attorneys' Fees. As used in this Mortgage and in the Credit Agreement, "attorneys' fees" shall include attorneys' fees, if any, which may be awarded by an appellate court.

OR BK 4833 PG0512
Escambia County, Florida
INSTRUMENT 2002-919744

**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

NOTICE TO BORROWER

Do not sign this Mortgage if it contains blank spaces. All spaces should be completed before you sign.

Signed, sealed and delivered in the presence of:

X *[Signature]*
Signature of Witness

JAMES LODGE
Name of Witness, Typed, Printed or Stamped

X *[Signature]*
Signature of Witness

S. Avery Smith
Name of Witness, Typed, Printed or Stamped

X _____
Signature of Witness

Name of Witness, Typed, Printed or Stamped

X _____
Signature of Witness

Name of Witness, Typed, Printed or Stamped

X *Lorraine S. McDowell* (Seal)
Signature of Borrower

LORRAINE S. MCDOWELL
Name of Borrower, Typed, Printed or Stamped

X _____ (Seal)
Signature of Borrower

Name of Borrower, Typed, Printed or Stamped

X _____ (Seal)
Signature of Borrower

Name of Borrower, Typed, Printed or Stamped

X _____ (Seal)
Signature of Borrower

Name of Borrower, Typed, Printed or Stamped

STATE OF FLORIDA, ESCAMBIA County ss:

The foregoing instrument was acknowledged before me this 4th Day of January, 2002 (date)
by Lorraine S. McDowell, who is personally known to me or who has produced
Daver's License as identification and who did (did not) take an oath.

[Signature]
Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed or Stamped

Title or Name

Serial Number, if Any



(Space Below This Line Reserved For Lender and Recorder)

OR BK 4833 PG0513
Escambia County, Florida
INSTRUMENT 2002-919744

EXHIBIT A

Commencing at the Southeast corner of the Northeast Quarter of the Southwest Quarter of Section 24, Township 1 South, Range 31 West, said point being a nail in Pine Forrest Road, thence North along East line of said Northeast Quarter of the Southwest Quarter 600.0 feet; thence West parallel to the South line of said Northeast Quarter of the Southwest Quarter 50.0 feet to point of beginning; thence continue West 400.0 feet; thence North parallel to the East line of the Northeast Quarter of the Southwest quarter 150.0 feet; thence East 400.0 feet to the West right-of-way line of Pine Forrest Road; thence South 150.0 feet to the point of beginning, lying and being in Section 24, Township 1 South, Range 31 West, Escambia County, Florida.

RCD Jan 09, 2002 11:37 am
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-919744

Recorded in Public Records 1/10/2018 11:05 AM OR Book 7837 Page 357,
Instrument #2018002681, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$10.00



**This instrument was prepared
by and is to be returned to:**

John Madden, Customer Service Manager
City of Pensacola / Pensacola Energy
P.O. Box 12910
Pensacola, Florida 32521-0044

Tax Parcel ID No.: 241S313102000000

NOTICE OF LIEN FOR MUNICIPAL GAS SERVICES

Notice is hereby given that, pursuant to §159.17, Florida Statutes, and the City of Pensacola Resolution #09-10, the **City of Pensacola**, a Florida municipal corporation, has filed this lien against the following described real property situated in Escambia County, Florida:

Property Owner: MCDOWELL LORRAINE S LIFE EST / MCDOWELL JAMES R
Legal description: BEG AT SE COR OF NE1/4 OF SW1/4 N 600 FT W 50 FT FOR POB
CONTINUE W 400 FT N 150 FT E 400 FT TO W LI OF RD S 150 FT TO POB OR 164/173 P
172/564 OR 6713 P 1409
More commonly known as: 7121 PINE FOREST RD

Provided however, that if the above-named customer has conveyed said property by means of deed recorded in the public records of Escambia County, Florida, prior to the recording of this instrument, this lien shall be void and of no effect.

The total amount due the City of Pensacola through January, 31, 2018 is \$361.38, together with additional unpaid natural gas service charges, if any, which may accrue subsequent to that date and simple interest on unpaid charges at 18 percent per annum.

A signed copy of this lien has been sent to the property owner of record, MCDOWELL LORRAINE S LIFE EST / JAMES MCDOWELL SR, 7121 PINE FOREST RD, PENSACOLA FL, 32526 via certified mail return receipt requested and regular U.S. mail this 10TH day of JANUARY, 2018.

CITY OF PENSACOLA,
a Florida municipal corporation

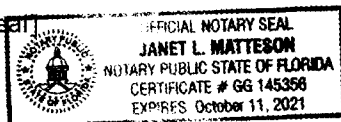
BY: John Madden

John Madden

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10TH day of JANUARY, 2018, by John Madden, of the City of Pensacola, who is personally known to me and who did not take an oath.

[Notary Seal]



Janet L. Matteson
Notary Public - State of Florida

Customer Service Division | PO Box 12910, Pensacola, FL 32521 | 850.435.1800 | PensacolaEnergy.Com

Recorded in Public Records 07/01/2008 at 12:31 PM OR Book 6347 Page 618,
Instrument #2008049916, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY
STATE OF FLORIDA, CIVIL DIVISION

ASSET ACCEPTANCE LLC

Plaintiff,

vs.

Case No: 08SC1459

JAMES MCDOWELL
Defendant(s).

DEFAULT FINAL JUDGMENT

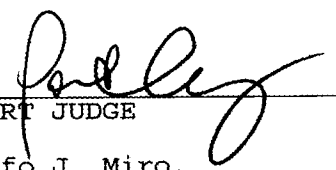
This action was heard after entry of default against the
defendant and

IT IS ADJUDGED that plaintiff, ASSET ACCEPTANCE LLC, P.O. Box 2036,
Warren, MI 48090 recover from defendant, JAMES MCDOWELL,
7121 PINE FOREST RD PENSACOLA FL 325263907
in the sum of \$1265.31 on principal, \$475.75 as prejudgment
interest, with costs of \$180.00 for a total sum \$1921.06
for all of which let execution issue and which sum shall bear interest
at the rate of 11% per year.

ORDER AND ADJUDGED that defendant shall complete Florida Small
Claims Rules 7.343 (Fact Information Sheet) and return it to the
Plaintiff's attorney within forty five (45) days from the date of this
Final Judgment, unless the Final Judgment is satisfied or a motion for
new trial or notice of appeal is filed.

Jurisdiction in this case is retained to enter further orders that
are proper to compel the defendant to complete form 7.343 and return it
to the plaintiff's attorney.

DONE AND ORDERED at ESCAMBIA COUNTY COURT this 24th day
of June, 2008.


COUNTY COURT JUDGE

cc: ASSET ACCEPTANCE LLC c/o Rodolfo J. Miro,
P.O. Box 9065;
Brandon, FL 33509, Bar-0103799

JAMES MCDOWELL, 7121 PINE FOREST RD , PENSACOLA, FL
32526-3907

23733421
*6562

ERNEE LEE MAGAHA
CLERK OF CIRCUIT COURT
FLORIDA COUNTY, FL
2008 JUN 25 A 9:53
COUNTY CIVIL DIVISION
FILED & RECORDED

Case: 2008 SC 001459

00001067781

Dkt: CC1033 Pg#: \

SEE ATTACHED
CONFLICT AREA SHOWN ON MAP
FOLLOWING AFFECTS THAT AREA ONLY

Source: Escambia County Property Appraiser

[Restore Full Version](#)

General Information Parcel ID: 241S314230006001 Account: 091233243 Owners: <u>GRACE CHILD DEVELOPMENT CENTER LLC</u> Mail: <u>7181 PINE FOREST RD</u> <u>PENSACOLA, FL 32526</u> Situs: 7181 PINE FOREST RD 32526 Use Code: PRIVATE SCHOOL-DAYCARE 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>2021</td> <td>\$98,076</td> <td>\$130,272</td> <td>\$228,348</td> <td>\$228,348</td> </tr> <tr> <td>2020</td> <td>\$98,076</td> <td>\$130,880</td> <td>\$228,956</td> <td>\$228,956</td> </tr> <tr> <td>2019</td> <td>\$98,076</td> <td>\$126,061</td> <td>\$224,137</td> <td>\$224,137</td> </tr> </tbody> </table> Disclaimer Market Value Breakdown Letter Tax Estimator File for New Homestead Exemption Online		Year	Land	Imprv	Total	Cap Val	2021	\$98,076	\$130,272	\$228,348	\$228,348	2020	\$98,076	\$130,880	\$228,956	\$228,956	2019	\$98,076	\$126,061	\$224,137	\$224,137										
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Sales Data <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>12/01/2017</td> <td>7817</td> <td>1019</td> <td>\$450,000</td> <td>WD</td> <td></td> </tr> <tr> <td>12/2004</td> <td>5587</td> <td>62</td> <td>\$408,300</td> <td>QC</td> <td></td> </tr> <tr> <td>07/1986</td> <td>2251</td> <td>774</td> <td>\$32,000</td> <td>WD</td> <td></td> </tr> <tr> <td>10/1981</td> <td>1585</td> <td>965</td> <td>\$100</td> <td>QC</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)	12/01/2017	7817	1019	\$450,000	WD		12/2004	5587	62	\$408,300	QC		07/1986	2251	774	\$32,000	WD		10/1981	1585	965	\$100	QC		2021 Certified Roll Exemptions None Legal Description BEG AT SE COR OF TWIN LAKES S/D PB 4 P 85 SAID PT BEING ON WLY R/W LI OF PINE FOREST RD (150 FT R/W) S 1 DEG 42... Extra Features ASPHALT PAVEMENT CHAINLINK FENCE WOOD FENCE	
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Parcel Information Section Map Id: <u>24-15-31</u> Approx. Acreage: 0.9477 Zoned: Com Evacuation & Flood Information: Open Report View Florida Department of Environmental Protection(DEP) Data		Launch Interactive Map
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Buildings

Address:7181 PINE FOREST RD, Year Built: 1986, Effective Year: 1986, PA Building ID#: 97294

Structural Elements

DECOR/MILLWORK-AVERAGE

DWELLING UNITS-0

EXTERIOR WALL-METAL-MODULAR

FLOOR COVER-VINYL/CORK

FOUNDATION-SLAB ON GRADE

HEAT/AIR-CENTRAL H/AC

INTERIOR WALL-DRYWALL-PLASTER

NO. PLUMBING FIXTURES-21

NO. STORIES-1

ROOF COVER-METAL/MODULAR

ROOF FRAMING-RIGID FRAME/BAR

STORY HEIGHT-12

STRUCTURAL FRAME-RIGID FRAME

Areas - 4057 Total SF

BASE AREA - 3942

OPEN PORCH FIN - 115

73

54

54

25

23

23

25


5

5

54

54

Images



6/3/20

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.

https://www.escpa.org/cama/Detail_a.aspx?s=241S314230006001

2/2

TWIN LAKES

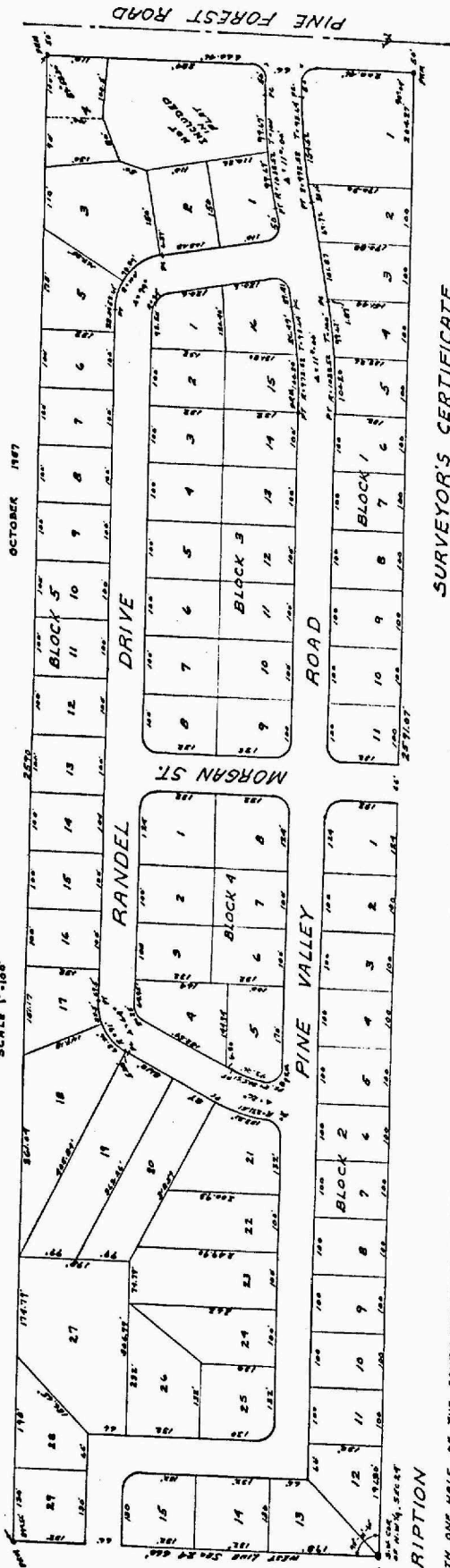
BK 4 PG 85

ESCAMBIA COUNTY, FLORIDA A SUBDIVISION OF

SECTION 24 T-1-S-12-31-W

SCALE 1"=100'

OCTOBER 1987



DESCRIPTION

THE SOUTH ONE HALF OF THE SOUTH ONE HALF OF THE NORTHWEST QUARTER OF SECTION 24, T-1-S, R-31-W, ESCAMBIA COUNTY, FLORIDA.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT CARMON S. BOONE AND DOLORES K. BOONE, HUSBAND AND WIFE, DAVID H. LEVIN, A SINGLE PERSON, AND FERDINAND S. ROUNDY AND DOLORES K. BOONE, HUSBAND AND WIFE, KNOWN TO ME TO BE THE INDIVIDUALS WHO SO EXECUTED THE FOREGOING INSTRUMENT, HAVE HEREBY APPROVED AND ADOPTED THIS PLAT AND DEDICATE TO THE PUBLIC THE STREETS INDICATED HEREON.

IN WITNESS OF THESE PRESENTS AND EXECUTED ON THIS 18th DAY OF SEPTEMBER 1987

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

David H. Levin
Dolores K. Boone

Carmon S. Boone
Dolores K. Boone
Ferdinand S. Roundy
Dolores K. Boone

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE THE SUBSCRIBER PERSONALLY APPEARED CARMON S. BOONE AND DOLORES K. BOONE, HUSBAND AND WIFE, DAVID H. LEVIN, A SINGLE PERSON, AND FERDINAND S. ROUNDY AND DOLORES K. BOONE, HUSBAND AND WIFE, KNOWN TO ME TO BE THE INDIVIDUALS WHO SO EXECUTED THE FOREGOING INSTRUMENT, AND I, CLERK OF THE COUNTY, HAVE READ THE FOREGOING INSTRUMENT AND THE SAME WAS RECORDED IN PLAT BOOK 4 OF SAID COUNTY AT PAGE 85 ON THE 14th DAY OF SEPTEMBER 1987.

J. C. Tarkenton
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEBRUARY 15, 1989

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE SURVEYED AND SUBDIVIDED THE LAND SHOWN AND DESCRIBED HEREON, THAT PERMANENT REFERENCE MONUMENTS (P.R.M.) HAVE BEEN PLACED AT THE CORNERS OF THE PLAT ACT, CHAP. 102 OF THE 1985 ACTS OF THE LEGISLATURE OF FLORIDA, TO THE BEST OF MY BELIEF AND KNOWLEDGE.

James C. Boone
REGISTERED FLORIDA SURVEYOR #1091

CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS

I, LANGLEY BELL, CLERK OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY AT THEIR MEETING HELD ON THE 14th DAY OF SEPTEMBER 1987, WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF SAID BOARD, WAS INSTRUCTED BY IT TO SO CERTIFY HEREON.

Langley Bell
COUNTY CLERK
ESCAMBIA COUNTY, FLORIDA
By *Walter C. Boone*,
Langley Bell

COUNTY CLERK'S CERTIFICATE

I, LANGLEY BELL, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT, CHAP. 102 OF THE 1985 ACTS OF THE LEGISLATURE OF FLORIDA, AND THE SAME WAS RECORDED IN PLAT BOOK 4 OF SAID COUNTY AT PAGE 85 ON THE 14th DAY OF SEPTEMBER 1987.

Langley Bell
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
By *Walter C. Boone*,
Langley Bell



Chris Jones - Escambia County Property Appraiser



Recorded in Public Records 12/1/2017 3:43 PM OR Book 7817 Page 1019,
Instrument #2017093943, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$27.00 Deed Stamps \$3,150.00

Prepared by and return to:

Charles L. Hoffman, Jr.

Attorney at Law

Shell, Fleming, Davis & Menge, P.A.

P.O. Box 1831 226 Palafox Place, 9th Floor

Pensacola, FL 32591-1831

850-434-2411

File Number: H5431.00001

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 1st day of December, 2017 between **Malena's Mini School, LLC a Florida limited liability company**, whose post office address is **9318 Pensacola Blvd., Pensacola, Florida 32534**, grantor, and **Grace Child Development Center, LLC, a Florida limited liability company**, whose post office address is **7181 Pine Forest Road, Pensacola, Florida 32526**, grantee

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

COMMENCE AT THE SOUTHEAST CORNER OF TWIN LAKES SUBDIVISION, AS RECORDED IN PLAT BOOK 4, PAGE 85, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF PINE FOREST ROAD (150' R/W); THENCE PROCEED SOUTH 01°42'40" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 481.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°42'40" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 111.45 FEET; THENCE DEPARTING SAID RIGHT OF WAY PROCEED NORTH 88°40'25" WEST A DISTANCE OF 400.00 FEET; THENCE PROCEED NORTH 01°42'40" EAST A DISTANCE OF 112.56 FEET; THENCE PROCEED SOUTH 88°30'53" EAST A DISTANCE OF 399.99 FEET TO THE AFORESAID WESTERLY RIGHT OF WAY AND THE POINT OF BEGINNING. LYING IN AND BEING A PART OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

The land described herein is not the homestead real property of the grantor and its sole member..

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

To Have and to Hold, the same in fee simple forever.

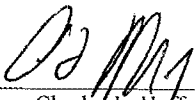
And subject to taxes for the current year and later years, and all valid easements and restrictions of record, if any, which are not hereby reimposed; and also subject to any claim, right, title or interest arising from any recorded instrument reserving, conveying, leasing, or otherwise alienating any interest in the oil, gas and other minerals. And grantor does warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, subject only to the exceptions set forth herein.

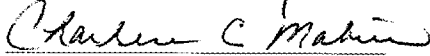
In Witness Whereof, grantor has executed this document on the day and year first above written.

DoubleTime®

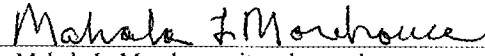
BK: 7817 PG: 1020

Signed, sealed and delivered in our presence:


Witness Name: Charles L. Hoffman, Jr.


Witness Name: Charlene C. Mabire


Malena's Mini School, LLC, a Florida limited liability company

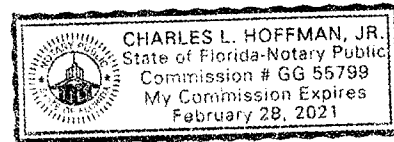

By: Mahala L. Morehouse, its sole member

State of Florida

County of Escambia

The foregoing instrument was acknowledged before me this 1st day of December, 2017, by Mahala L. Morehouse, sole member of Malena's Mini School, LLC, a Florida limited liability company on behalf of said company, who is ☒ personally known to me or ☐ has produced a valid driver's license as identification.


Printed Name: Charles L. Hoffman, Jr.
My Commission Expires 02-28-2021



BK: 7817 PG: 1021 Last Page

**RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE**

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

Name of Roadway: Pine Forest Road

Legal Address of Property: 7181 Pine Forest Road, Pensacola, Florida 32526.


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

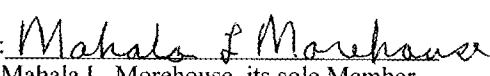
This form completed by:

**closing agent obtained information
from the website Maintained Roads in
Escambia County.**

AS TO SELLER

Malena's Mini School, LLC, a Florida limited liability company

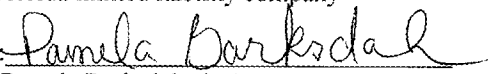

Witness: Charles L. Hoffman, Jr.

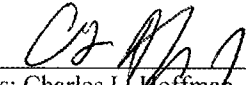
By: 
Mahala L. Morehouse, its sole Member

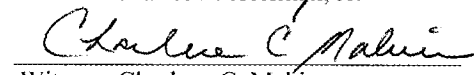

Witness: Charlene C. Mabire

AS TO BUYER

Grace Child Development Center, LLC,
a Florida limited liability company

By: 
Pamela Barksdale, its Manager


Witness: Charles L. Hoffman, Jr.


Witness: Charlene C. Mabire

**THIS FORM APPROVED BY THE
ESCAMBIA COUNTY BOARD OF
COUNTY COMMISSIONERS**
Effective: 4/5/95

Recorded in Public Records 12/1/2017 3:43 PM OR Book 7817 Page 1022,
Instrument #2017093944, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$120.50 MTG Stamps \$1,412.60 Int. Tax \$807.20

RECORDATION REQUESTED BY:

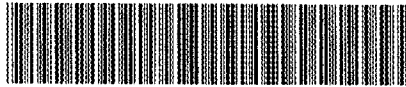
Wells Fargo Bank, National Association
SBA Lending
301 S. Tryon Street, 27th Floor
Charlotte, NC 28282

WHEN RECORDED MAIL TO:

Wells Fargo Bank, National Association
SBA - BBG Loan Ops - Recorded Docs
P.O. Box 659713
San Antonio, TX 78265-9827

This Mortgage prepared by:

Name: Rhonda Freeman, Loan Documentation Specialist
Company: Wells Fargo Bank, National Association
Address: 301 S. Tryon Street, 27th Floor, Charlotte, NC 28282



200225103152500490

MORTGAGE

THIS MORTGAGE dated December 1, 2017, is made and executed between Grace Child Development Center, LLC, a Florida Limited Liability Company, whose address is 7181 Pine Forest Road, Pensacola, FL 32526 (referred to below as "Grantor") and Wells Fargo Bank, National Association, whose address is 301 S. Tryon Street, 27th Floor, Charlotte, NC 28282 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Escambia County, State of Florida:

Florida documentary stamp taxes in the amount of **\$1,412.60**, and Florida non-recurring intangible taxes in the amount of **\$807.20** are being paid upon recordation of this instrument.

Future Advances. This Mortgage shall secure not only indebtedness existing on the date hereof, but also any and all future advances, whether such advances are obligatory or are made at the option of Lender or otherwise, as are made within 20 years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, as set forth in Section 697.04, Florida Statutes, as amended from time to time. The total amount of indebtedness that may be so secured may decrease to a zero amount from time to time, or may increase from time to time, but the total amount of the indebtedness shall not exceed two times the maximum principal amount of the Note, plus interest thereon, and any advances or disbursements made for the benefit or protection of or the payment of taxes, assessments, levies or insurance upon the Property, and, to the extent permitted by law, advances or disbursements made for the protection of the Property or the priority of the lien granted herein or the condition of the Property, with interest on such disbursements as provided herein. All covenants and agreements contained in this Mortgage shall be applicable to all further advances made by Lender to Grantor under this future advance clause. Grantor agrees that Grantor will not, without the prior consent of Lender, execute and record any notice limiting the right of Lender to make or Grantor to accept future advances hereunder.

Non-Homestead. Grantor represents and warrants that no Grantor nor any members of his/her family reside upon the property nor upon any lands contiguous thereto. The purpose of the foregoing statement is to establish that the property is not the homestead of Grantor.

See Exhibit A attached hereto and made a part hereof.

The Real Property or its address is commonly known as 7181 Pine Forest Road, Pensacola, FL 32526. The Real Property tax identification number is 24-1S-21-4230-006-001.

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**MORTGAGE
(Continued)**

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$403,600.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

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

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

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

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

Removal of Improvements. Grantor shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

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

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

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this

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**MORTGAGE
(Continued)**

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

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

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

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

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

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

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Lender being named as additional insureds in such liability insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption and boiler insurance as Lender may require. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

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(Continued)**

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LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Mortgage or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Mortgage or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon Default.

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

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

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

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

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

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

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

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

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

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax, including without limitation an intangible personal property tax, upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

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

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

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's

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**MORTGAGE
(Continued)**

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security interest in the Rents and Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

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

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

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refilled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

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

PARTIAL RELEASES. Lender shall execute partial releases of the lien of this Mortgage upon the following conditions: Wells Fargo does not allow partial releases without prior credit approval.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Mortgage:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

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

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Mortgage or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

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

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

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

Death or Insolvency. The dissolution of Grantor's (regardless of whether election to continue is made), any member withdraws from the limited liability company, or any other termination of Grantor's existence as a going business or the death of any member, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not

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**MORTGAGE
(Continued)**

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remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

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

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the indebtedness is impaired.

Insecurity. Lender in good faith believes itself insecure.

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

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

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

Collect Rents. Lender personally, or by Lender's agents or attorneys, may enter into and upon all or any part of the Property, and may exclude Grantor, Grantor's agents and servants wholly from the Property. Lender may use, operate, manage and control the Property. Lender shall be entitled to collect and receive all earnings, revenues, rents, issues, profits and income of the Property and every part thereof, all of which shall for all purposes constitute property of Grantor. After deducting the expenses of conducting the business thereof, and of all maintenance, repairs, renewals, replacements, alterations, additions, betterments and improvements and amounts necessary to pay for taxes, assessments, insurance and prior or other property charges upon the Property or any part thereof, as well as just and reasonable compensation for the services of Lender. Lender shall apply such monies first to the payment of the principal of the Note, and the interest thereon, when and as the same shall become payable and second to the payment of any other sums required to be paid by Grantor under this Mortgage.

Appoint Receiver. In the event of a suit being instituted to foreclose this Mortgage, Lender shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver of any or all of the Property, and of all rents, incomes, profits, issues and revenues thereof, from whatsoever source. The parties agree that the court shall forthwith appoint such receiver with the usual powers and duties of receivers in like cases. Such appointment shall be made by the court as a matter of strict right to Lender and without notice to Grantor, and without reference to the adequacy or inadequacy of the value of the Property, or to Grantor's solvency or any other party defendant to such suit. Grantor hereby specifically waives the right to object to the appointment of a receiver and agrees that such appointment shall be made as an admitted equity and as a matter of absolute right to Lender, and consents to the appointment of any officer or employee of Lender as receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

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

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

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

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

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

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

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Mortgage, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies. Nothing under this Mortgage or otherwise shall be construed so as to limit or restrict the rights and remedies available to Lender following an Event of Default, or in any way to limit or restrict the rights and ability of Lender to proceed directly against Grantor and/or against any other co-maker, guarantor, surety or endorser and/or to proceed against any other collateral directly or indirectly securing the Indebtedness.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are

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necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any party may change its address for notices under this Mortgage by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

CONSENT TO SELL LOAN. The parties hereto agree: (a) Lender may sell or transfer all or part of this loan to one or more purchasers, whether related or unrelated to Lender, without notice and without the consent of the parties; (b) Lender may provide to any purchaser, or potential purchaser, any information or knowledge Lender may have about the parties or about any other matter relating to this loan obligation, without notice, and the parties waive any rights to privacy it may have with respect to such matters; (c) the purchaser of a loan will be considered its absolute owner and will have all the rights granted under the loan documents or agreements governing the sale of the loan; (d) the purchaser of a loan may enforce its interests irrespective of any claims or defenses that the parties may have against Lender; and (e) to waive all notices of sale of the loan, as well as all notices of any repurchase, and all rights of offset or counterclaim that the parties have now or later against Lender or against any purchaser of the loan.

FACSIMILE AND COUNTERPART. This document may be signed in any number of separate copies, each of which shall be effective as an original, but all of which taken together shall constitute a single document. An electronic transmission or other facsimile of this document or any related document shall be deemed an original and shall be admissible as evidence of the document and the signer's execution.

COMMUNITY AND OTHER PROPERTY. In addition to the rights of Lender under any applicable community property laws, Borrower, Guarantor or Grantor who is a Married Person and who has an interest in marital or community property under applicable law acknowledges and agrees that his/her obligation as a Borrower, Guarantor or Grantor is incurred in the interest of and to benefit the marital community (or domestic partnership, if applicable), and expressly agrees that recourse may be had against his or her separate property and his or her rights in community property and community assets for all of his or her obligations to Lender, in addition to any other property that may be subject to rights of Lender. Borrower and Guarantor also agree not to, without Lender's prior written consent, enter into any community property agreement which alters the separate or community property character of any of such party's property. For the purpose of this provision, "Married Person" means a person in a spousal relationship and shall include parties to a duly registered and/or legally recognized same-sex civil union, domestic partnership, and other terms, whether or not gender-specific in a spousal relationship, that denote spousal relationship, as those terms are used throughout the laws, codes and regulations of states and/or jurisdictions that recognize legally married same-sex couples, civil unions and/or domestic partnerships, and any references herein to a married person or marital status shall be deemed to also include the applicable corresponding term, or other reference relating to a party to a civil union or domestic partnership. With respect to the Guaranty only, to the extent this provision may conflict with another provision contained in the Guaranty, that other provision of the Guaranty shall control.

EXECUTION OF DOCUMENTS, CONSULTATION WITH COUNSEL. Each party hereto acknowledges and agrees that he/she/it has had an opportunity to review and consider the terms and provisions of this agreement and each related loan document, to consult with counsel of his/her/its choice, if desired, and to suggest changes to the structure and terms of the agreements. Each party hereto warrants and agrees that his/her/its execution of this agreement and any related loan documents is made voluntarily and with full knowledge of the significance and effect of such agreements.

SUPPLEMENTAL PROVISIONS CONCERNING INDEBTEDNESS, CROSS-COLLATERALIZATION, AND PERSONAL PROPERTY. The definition of "Indebtedness" herein additionally includes, without limitation, all liability and obligations of Borrower, or any of them, arising under or in connection with any "swap agreement" (as defined in 11 U.S.C. Section 101) at any time entered into with Lender in connection with the Note.

Notwithstanding anything to the contrary in this Mortgage, any Cross-Collateralization provision contained herein shall have no force or effect.

Additionally, notwithstanding anything to the contrary herein, if at any time this Mortgage grants liens or security interests upon collateral consisting of a building or mobile home as defined in the National Flood Insurance Act (as amended) and its implementing regulations (collectively, the "Act") located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area which requires flood insurance pursuant to the terms of the Act (a "Covered Structure"), then while it is subject to such designation, the term "Personal Property" as used herein shall not include any items of personal property located in such Covered Structure unless all applicable requirements of the Act, if any, have been satisfied with respect to such items of personal property.

ENCUMBRANCES. Grantor/Mortgagor/Trustor shall not, without Lender's consent, mortgage, assign, grant a lien upon or security interest in, or otherwise encumber the Property or any interest in the Property, or allow such a lien or security interest to exist or arise, whether voluntarily, involuntarily or by operation of law, except for liens and security interests in favor of Lender, or property taxes attributable to the Property which are not past due.

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APPRAISALS, FEES AND EXPENSES. Grantor agrees that Lender may obtain appraisals and reappraisals and perform property evaluations and appraisal reviews of the Real Property when required by the regulations of the Federal Reserve Board or the Office of the Comptroller of the Currency, or any other regulatory agency, or at such other times as Lender may reasonably require. Appraisals shall be performed by an independent third party appraiser selected by Lender; property evaluations and appraisal reviews may be performed by third party appraisers or appraisers and staff of Lender. The fees, expenses and other cost of such appraisals, reappraisals, property evaluations and appraisal reviews shall be paid by Grantor. In addition, Grantor shall be responsible for payment of all fees and expenses of Lender and third parties relating to inspecting the Real Property, environmental review, title policies and endorsements (or title searches, abstracts of title or legal opinions of title where applicable), and monitoring the payment of property taxes, and any governmental taxes, fees and recording costs relating to this mortgage.

LEASES AND RENTS. Grantor/Trustor/Mortgagor presently assigns to Lender all of Grantor/Trustor/Mortgagor's right, title and interest in and to all present and future leases of the Property and all rents from the Property. This Assignment of Rents is given to secure (A) Payment of the Indebtedness and (B) Performance of any and all obligations under the Note and Mortgage/Deed of Trust. Grantor/Trustor/Mortgagor's present assignment to Lender hereunder is of all present and future leases includes all leases, licenses, rental agreements and other agreements of any kind relating to the use or occupancy of any of the Property, together with all guarantees of and security for any tenant's performance, and all extensions, renewals and modifications thereto (as used in this paragraph, each, a "Lease" and collectively, the "Leases"), together with any and all Rents from the Property. This assignment shall not impose upon Lender any duty to produce Rents, nor cause Lender to be a "mortgagee in possession," or responsible for performing any of the obligations of the lessor under any Lease. Lender confers upon Grantor/Trustor/Mortgagor a license to collect and retain the Rents as they come due, until the occurrence of any Event of Default, at which time the license shall be automatically revoked, and Lender, or its designated agent may, at its option and without notice, make, cancel, enforce or modify any Lease or Rents, collect Rents and do any acts which Lender deems proper to protect the security hereof or exercise any other right or remedy hereunder. Grantor/Trustor/Mortgagor represents and warrants that there exists no material default under present Leases and that those Leases are in full force and effect. Lender, at its option and without notice, may notify any tenant of this assignment of the Leases and Rents. Grantor/Trustor/Mortgagor agrees, at its expense, (i) to comply with and enforce all the terms and conditions under each Lease, and defend in any action in connection with any Lease; (ii) not to modify any Lease in any material respect, nor accept surrender under or terminate the term of any Lease, nor waive or release any tenant under any Lease; (iii) not to anticipate the Rents under any Lease; and (iv) to give prompt notice to Lender of any default by any tenant under any Lease, and of any notice of default on the part of Grantor/Trustor/Mortgagor under any Lease received from a tenant. Should Grantor/Trustor/Mortgagor fail to do any act required to be done by Grantor/Trustor/Mortgagor hereunder, then Lender, at its option and without notice, may make or do the same in such manner and to such extent as Lender deems necessary to protect the security hereof. Grantor/Trustor/Mortgagor agrees to pay to Lender immediately upon demand all sums expended under the authority hereof, including reasonable attorneys' fees, together with interest thereon at the highest rate per annum payable under any Indebtedness, and the same, at Lender's option, may be added to the Indebtedness and secured hereby.

ASSOCIATION OF UNIT OWNERS. The following provisions apply if the Real Property has been submitted to unit ownership law or similar law for the establishment of condominiums or cooperative ownership of the Real Property:

A. Power of Attorney. Grantor grants an irrevocable power of attorney to Lender to vote in Lender's discretion on any matter that may come before the association of unit owners. Lender shall have the right to exercise this power of attorney only after Grantor's default; however, Lender may decline to exercise this power as Lender sees fit.

B. Insurance. The insurance as required herein for the Real Property must include both unit coverage and building coverage. The insurance may be carried by the association of unit owners on Grantor's behalf, and the proceeds of such insurance may be paid to the association of unit owners for the purpose of repairing or reconstructing the Property. If not so used by the association, such proceeds shall be paid to Lender.

C. Default. Grantor's failure to perform any of the obligations imposed on Grantor by the declaration submitting the Real Property to unit ownership, by the bylaws of the association of unit owners, or by any rules or regulations thereunder, shall be an event of default under this Mortgage. If Grantor's interest in the Real Property is a leasehold interest and such property has been submitted to unit ownership, any failure by Grantor to perform any of the obligations imposed on Grantor by the lease of the Real Property from its owner, any default under such lease which might result in termination of the lease as it pertains to the Real Property, or any failure of Grantor as a member of an association of unit owners to take any reasonable action within Grantor's power to prevent a default under such lease by the association of unit owners or by any member of the association shall be an Event of Default under this Mortgage.

FAILURE TO PROVIDE INSURANCE. Grantor/Trustor/Mortgagor ("Owner") acknowledges and agrees that if Owner fails to provide any required insurance on the terms set forth herein or in any Related Documents, or fails to continue such insurance in force in compliance with the requirements of this agreement or any Related Documents, Lender may purchase insurance at Owner's expense as provided therein. Such insurance may protect Lender's interests, and may otherwise protect none of, or less than all of, Owner's interests. The cost of any such insurance shall become a part of the Indebtedness and shall be payable on demand or added to the Note as provided herein, at Lender's option. **OWNER ACKNOWLEDGES THAT IF LENDER SO PURCHASES ANY SUCH INSURANCE, THE INSURANCE MAY PROVIDE LIMITED PROTECTION AGAINST PHYSICAL DAMAGE TO THE COLLATERAL, UP TO THE BALANCE OF THE LOAN; HOWEVER, OWNER'S EQUITY IN THE COLLATERAL MAY NOT BE INSURED. IN ADDITION, THE INSURANCE MAY NOT PROVIDE ANY PUBLIC LIABILITY OR PROPERTY DAMAGE INDEMNIFICATION AND MAY NOT MEET THE REQUIREMENTS OF ANY FINANCIAL RESPONSIBILITY LAWS.**

LENDER TO BE NAMED LOSS PAYEE. All required policies and certificates of insurance shall name Mortgagee/Beneficiary as loss payee, and shall provide that the insurance cannot be terminated as to Mortgagee/Beneficiary except upon a minimum of ten (10) days' prior written notice to Mortgagee/Beneficiary. Immediately upon any request by Lender/Mortgagee/Beneficiary, Grantor/Trustor/Mortgagor shall deliver to Lender/Mortgagee/Beneficiary the original of all such policies or certificates, with receipts evidencing annual prepayment of the premiums.

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ARBITRATION AGREEMENT. Arbitration - Binding Arbitration. Lender and each party to this agreement hereby agree, upon demand by any party, to submit any Dispute to binding arbitration in accordance with the terms of this Arbitration Program. Arbitration may be demanded before the institution of a judicial proceeding, or during a judicial proceeding, but not more than 60 days after service of a complaint, third party complaint, cross-claim, or any answer thereto, or any amendment to any of such pleadings. A "Dispute" shall include any dispute, claim or controversy of any kind, whether in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this agreement, and any related note, instrument or agreement incorporating this Arbitration Program (the "Documents"), and any renewal, extension, modification or refinancing of any indebtedness or obligation relating thereto, including without limitation, their negotiation, execution, collateralization, administration, repayment, modification, extension, substitution, formation, inducement, enforcement, default or termination, and any request for additional credit; provided, however, that "Dispute" shall not include any dispute, claim or controversy with respect to a "consumer financial product or service" (as defined in 12 U.S. Code Section 5481 (5)) within the coverage of 12 CFR Part 1040.3. This provision is a material inducement for the parties entering into the transactions relating to this Agreement. In the event of a court ordered arbitration, the party requesting arbitration shall be responsible for timely filing the demand for arbitration and paying the appropriate filing fee within 30 days of the abatement order or the time specified by the court; the party's failure to do so shall result in that party's right to demand arbitration being automatically terminated with respect to such Dispute. DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY DISPUTE ARBITRATED PURSUANT TO THIS ARBITRATION PROGRAM.

A. Governing Rules. Any arbitration proceeding will (i) be governed by the Federal Arbitration Act (Title 9 of the United States Code), notwithstanding any conflicting choice of law provision in any of the documents between the parties; and (ii) be conducted by the American Arbitration Association ("AAA"), or such other administrator as the parties shall mutually agree upon, in accordance with the AAA's commercial dispute resolution procedures, unless the claim or counterclaim is at least \$1,000,000.00 exclusive of claimed interest, arbitration fees and costs, in which case the arbitration shall be conducted in accordance with the AAA's optional procedures for large, complex commercial disputes (the commercial dispute resolution procedures or the optional procedures for large, complex commercial disputes are referred to herein, as applicable, as the "Rules"). If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing the Note. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute. The arbitrator shall award all costs and expenses of the arbitration proceeding.

B. No Waiver of Provisional Remedies, Self-Help and Foreclosure. The arbitration requirement does not limit the right of any party to (i) foreclose against real or personal property collateral; (ii) exercise self-help remedies relating to collateral or proceeds of collateral such as setoff or repossession; or (iii) obtain provisional or ancillary remedies such as replevin, injunctive relief, attachment or the appointment of a receiver, before during or after the pendency of any arbitration proceeding. This exclusion does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration or reference hereunder, including those arising from the exercise of the actions detailed in sections (i), (ii) and (iii) of this paragraph.

C. Arbitrator Qualifications and Powers. Any arbitration proceeding in which the amount in controversy is \$5,000,000.00 or less will be decided by a single arbitrator selected according to the Rules, and who shall not render an award of greater than \$5,000,000.00. Any Dispute in which the amount in controversy exceeds \$5,000,000.00 shall be decided by majority vote of a panel of three arbitrators; provided however, that all three arbitrators must actively participate in all hearings and deliberations. Every arbitrator shall be a neutral practicing attorney or a retired member of the state or federal judiciary, in either case with a minimum of ten years experience in the substantive law applicable to the subject matter of the Dispute. The arbitrator will determine whether or not an issue is arbitrable and will give effect to the statutes of limitation in determining any claim. In any arbitration proceeding the arbitrator will decide (by documents only or with a hearing at the arbitrator's discretion) any pre-hearing motions which are similar to motions to dismiss for failure to state a claim or motions for summary adjudication. The arbitrator shall resolve all Disputes in accordance with the applicable substantive law and may grant any remedy or relief that a court of such state could order or grant within the scope hereof and such ancillary relief as is necessary to make effective any award. The arbitrator shall also have the power to award recovery of all costs and fees, to impose sanctions and to take such other action as the arbitrator deems necessary to the same extent a judge could pursuant to the Federal Rules of Civil Procedure, the applicable state rules of civil procedure, or other applicable law. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The institution and maintenance of an action for judicial relief or pursuit of a provisional or ancillary remedy shall not constitute a waiver of the right of any party, including the plaintiff, to submit the controversy or claim to arbitration if any other party contests such action for judicial relief.

D. Discovery. In any arbitration proceeding discovery will be permitted in accordance with the Rules. All discovery shall be expressly limited to matters directly relevant to the Dispute being arbitrated and must be completed no later than 20 days before the hearing date. Any requests for an extension of the discovery periods, or any discovery disputes, will be subject to final determination by the arbitrator upon a showing that the request for discovery is essential for the party's presentation and that no alternative means for obtaining information is available.

E. Class Proceedings and Consolidations. No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

F. Small Claims Court. Any party may require that a Dispute be resolved in Small Claims Court if the Dispute and related claims are fully within that court's jurisdiction.

G. State Specific Provisions:

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If Delaware, Pennsylvania or Virginia law governs the Dispute, the following provision is applicable if there is a Confession of Judgment in any note, guaranty or other Documents subject to this Arbitration Program: Confession of Judgment. Notwithstanding anything herein to the contrary, the arbitration requirement does not limit or preclude the right of Lender to confess judgment pursuant to a warrant of attorney provision set forth in any note, guaranty or other Documents. No party shall have the right to demand binding arbitration of any claim, dispute or controversy seeking to (i) strike-off or open a judgment obtained by confession pursuant to a warrant of attorney contained in any note, guaranty or other Documents, or (ii) challenge the waiver of a right to prior notice and a hearing before judgment is entered, or after judgment is entered, but before execution upon the judgment. Any claims, disputes or controversies challenging the confession of judgment shall be commenced and prosecuted in accordance with the procedures set forth, and in the forum specified by the applicable state rules of civil procedure or other applicable law.

If Maryland law governs the Dispute, the following provision is applicable if there is a Confession of Judgment in any note, guaranty or other Documents subject to this Arbitration Program: Confession of Judgment. Notwithstanding anything herein to the contrary, the arbitration requirement does not limit or preclude the right of Lender to confess judgment, and no party shall have the right to demand binding arbitration of any claim, dispute or controversy seeking to open a judgment obtained by confession. Nothing herein, including the arbitration requirement, shall limit the right of any party to foreclose judicially or non-judicially against any real or personal property collateral, or exercise judicial or non-judicial power of sale rights. No provision regarding submission to a jurisdiction and/or venue in any court or the waiver of any right to trial by jury is intended or shall be construed to be in derogation of the provisions for arbitration of any dispute. Any claim or counterclaim or defense raised in connection with Lender's exercise of any rights set forth in any note, guaranty or other Documents subject to this Arbitration Program shall be subject to the arbitration requirement.

If South Carolina law governs the Dispute, the following provision is included: **WAIVER OF JURY TRIAL**. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, WITHOUT INTENDING IN ANY WAY TO LIMIT THE PARTIES' AGREEMENT TO ARBITRATE ANY DISPUTE AS SET FORTH IN THIS MORTGAGE, TO THE EXTENT ANY DISPUTE IS NOT SUBMITTED TO ARBITRATION OR IS DEEMED BY THE ARBITRATOR OR BY ANY COURT WITH JURISDICTION TO BE NOT ARBITRABLE OR NOT REQUIRED TO BE ARBITRATED, LENDER AND MORTGAGOR WAIVE TRIAL BY JURY IN RESPECT OF ANY SUCH DISPUTE AND ANY ACTION ON SUCH DISPUTE. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY LENDER AND MORTGAGOR, AND THEY HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY PERSON OR ENTITY TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THE LOAN DOCUMENTS. LENDER AND MORTGAGOR ARE EACH HEREBY AUTHORIZED TO FILE A COPY OF THIS SECTION IN ANY PROCEEDING AS CONCLUSIVE EVIDENCE OF THIS WAIVER OF JURY TRIAL. MORTGAGOR FURTHER REPRESENTS AND WARRANTS THAT IT HAS BEEN REPRESENTED IN THE SIGNING OF THIS MORTGAGE AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, OR HAS HAD THE OPPORTUNITY TO BE REPRESENTED BY INDEPENDENT LEGAL COUNSEL SELECTED OF ITS OWN FREE WILL, AND THAT IT HAS HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

H. Real Property Collateral:

If California law governs the Dispute, the following provisions are included: Real Property Collateral; Judicial Reference. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of California, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable. If any such Dispute is not submitted to arbitration, the Dispute shall be referred to a referee in accordance with California Code of Civil Procedure Section 638 et seq., and this general reference agreement is intended to be specifically enforceable in accordance with said Section 638, as amended or replaced from time to time. A referee with the qualifications required herein for arbitrators shall be selected pursuant to the AAA's selection procedures. Judgment upon the decision rendered by a referee shall be entered in the court in which such proceeding was commenced in accordance with California Code of Civil Procedure Sections 644 and 645, as amended or replaced from time to time.

If Connecticut law governs the Dispute, the following provision is included: Real Property Collateral. Notwithstanding anything herein to the contrary, no dispute shall be submitted to arbitration if the dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property located in Connecticut unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of Sections 49-1 and 49-14 et seq. of the Connecticut General Statutes, as amended or replaced from time to time, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

If Idaho, Kansas, Montana, Nevada, South Dakota or Virginia law governs the Dispute, the following provision is included: Real Property Collateral. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of Idaho, Kansas, Montana, Nevada, South Dakota or Virginia, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable.

If Utah law governs the Dispute, the following provision is included: Real Property Collateral; Judicial Reference. Notwithstanding anything herein to the contrary, no Dispute shall be submitted to arbitration if the Dispute concerns indebtedness secured directly or indirectly, in whole or in part, by any real property unless (i) the holder of the mortgage, lien or security interest specifically elects in writing to proceed with the arbitration, or (ii) all parties to the arbitration waive any rights or benefits that might accrue to them by virtue of the single action rule statute of Utah, thereby agreeing that all indebtedness and obligations of the parties, and all mortgages, liens and security interests securing such indebtedness and obligations, shall remain fully valid and enforceable. If any such Dispute is not submitted to

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arbitration, the Dispute shall be referred to a master in accordance with Utah Rule of Civil Procedure 53, as amended or replaced from time to time, and this general reference agreement is intended to be specifically enforceable. A master with the qualifications required herein for arbitrators shall be selected pursuant to the AAA's selection procedures. Judgment upon the decision rendered by a master shall be entered in the court in which such proceeding was commenced in accordance with Utah Rule of Civil Procedure 53(e), as amended or replaced from time to time.

I. Miscellaneous. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceeding within 180 days of the filing of the Dispute with the AAA. No arbitrator or other party to an arbitration proceeding may disclose the existence, content or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision most directly related to the documents between the parties or the subject matter of the Dispute shall control. This arbitration provision shall survive the repayment of the Note and the termination, amendment or expiration of any of the Documents or any relationship between the parties.

SBA NATIONWIDE PROGRAM. The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

- a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.
- b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

SBA ARBITRATION. The parties specifically agree that the provisions of this Arbitration Program are not applicable to any dispute between any party and the U.S. Small Business Administration (the "SBA"), including but not limited to, any dispute with the SBA after purchase of the loan by the SBA.

MONEY LAUNDERING, SANCTIONS, CORRUPT PRACTICES, AND COMPLIANCE WITH ALL LAWS. Trustor/Grantor/Mortgagor (the "Parties") represent, warrant and agree that the Parties (1) are not now and will not become the target of any trade or economic sanctions promulgated by the United Nations or the governments of the United States, the United Kingdom, the European Union, or any other jurisdiction in which the Parties are located or operate (collectively, "Sanctions"), (2) comply now and will at all times comply with the requirements of all laws, rules, regulations and orders of any jurisdiction in which the Parties are located or doing business, or otherwise are applicable to the Parties, including, without limitation, (a) all Sanctions, (b) all laws and regulations that relate to money laundering, any predicate crime to money laundering, or any financial record keeping and reporting requirements related thereto, (c) the U.S. Foreign Corrupt Practices Act of 1977, as amended, (d) the U.K. Bribery Act of 2010, as amended, and (e) any other anti-bribery or anti-corruption laws and regulations, and (3) will not at any time directly or indirectly use any proceeds of any credit extended by Lender for the purpose of (a) providing financing or otherwise funding any targets of Sanctions; or (b) providing financing or otherwise funding any transaction which would be prohibited by Sanctions or would otherwise cause Lender or any of Lender's affiliates to be in breach of any Sanctions.

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

Amendments. This Mortgage, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Annual Reports. If the Property is used for purposes other than Grantor's residence, Grantor shall furnish to Lender, upon request, a certified statement of net operating income received from the Property during Grantor's previous fiscal year in such form and detail as Lender shall require. "Net operating income" shall mean all cash receipts from the Property less all cash expenditures made in connection with the operation of the Property.

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

Governing Law. With respect to procedural matters related to the perfection and enforcement of Lender's rights against the Property, this Mortgage will be governed by federal law applicable to Lender and to the extent not preempted by federal law, the laws of the State of Florida. In all other respects, this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of North Carolina without regard to its conflicts of law provisions. However, if there ever is a question about whether any provision of this Mortgage is valid or enforceable, the provision that is questioned will be governed by whichever state or federal law would find the provision to be valid and enforceable. The loan transaction that is evidenced by the Note and this Mortgage has been applied for, considered, approved and made, and all necessary loan documents have been accepted by Lender in the State of North Carolina.

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

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**MORTGAGE
(Continued)**

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in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Severability. If a court of competent jurisdiction finds any provision of this Mortgage to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Mortgage. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Mortgage shall not affect the legality, validity or enforceability of any other provision of this Mortgage.

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

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

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Mortgage. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Mortgage shall have the meanings attributed to such terms in the Uniform Commercial Code:

Borrower. The word "Borrower" means Grace Child Development Center, LLC and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Default. The word "Default" means the Default set forth in this Mortgage in the section titled "Default".

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means Grace Child Development Center, LLC.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Indebtedness.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

Lender. The word "Lender" means Wells Fargo Bank, National Association, its successors and assigns.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated December 1, 2017, in the original principal amount of **\$403,600.00** from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

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

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

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(Continued)**

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Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

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

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

GRANTOR:

GRACE CHILD DEVELOPMENT CENTER, LLC

By: Pamela Barksdale
Pamela Barksdale, Manager of Grace Child Development Center, LLC

WITNESSES:

x Charles L. Hoffman, Jr.

x Charlene C. Mabire
Charlene C. Mabire

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF Florida

)

) SS

COUNTY OF Escambia

)

The foregoing instrument was acknowledged before me this 1st day of December, 20 17 by Pamela Barksdale, Manager of Grace Child Development Center, LLC, member (or agent), on behalf of Grace Child Development Center, LLC, a limited liability company. He or she is personally known to me or has produced a valid driver's license as identification.

Charles L. Hoffman, Jr.
(Signature of Person Taking Acknowledgment)

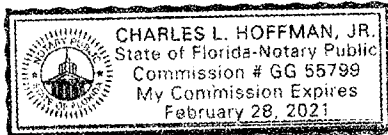
Charles L. Hoffman, Jr.

(Name of Acknowledger Typed, Printed or Stamped)

Vice-President

(Title or Rank)

(Serial Number, if any)



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EXHIBIT "A"

COMMENCE AT THE SOUTHEAST CORNER OF TWIN LAKES SUBDIVISION, AS RECORDED IN PLAT BOOK 4, PAGE 85, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF PINE FOREST ROAD (150' R/W); THENCE PROCEED SOUTH 01°42'40" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 481.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°42'40" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 111.45 FEET; THENCE DEPARTING SAID RIGHT OF WAY PROCEED NORTH 88°40'25" WEST A DISTANCE OF 400.00 FEET; THENCE PROCEED NORTH 01°42'40" EAST A DISTANCE OF 112.56 FEET; THENCE PROCEED SOUTH 88°30'53" EAST A DISTANCE OF 399.99 FEET TO THE AFORESAID WESTERLY RIGHT OF WAY AND THE POINT OF BEGINNING. LYING IN AND BEING A PART OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

Recorded in Public Records 12/1/2017 3:43 PM OR Book 7817 Page 1036,
Instrument #2017093945, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$52.50 MTG Stamps \$177.45 Int. Tax \$101.32

PREPARED BY AND RETURN TO:
CHARLES L. HOFFMAN, JR., OF
SHELL, FLEMING, DAVIS & MENGE, P.A.
226 PALAFOX PLACE
SEVILLE TOWER - NINTH FLOOR
PENSACOLA, FLORIDA 32502
SFD&M FILE NO.: H5431.00001
STATE OF FLORIDA

COUNTY OF ESCAMBIA**PURCHASE MONEY SECOND MORTGAGE**

This **SECOND MORTGAGE** ("mortgage"), dated with an effective date of December 1, 2017, from Grace Child Development Center, LLC, a Florida limited liability company (hereinafter called "MORTGAGOR"), (but which term shall include the plural as well as the singular whenever the context so permits or requires) to Malena's Mini School, LLC, a Florida limited liability company, (hereinafter called "MORTGAGEE"),

WITNESSETH:

Mortgagor, for and in consideration of the principal sum set forth in the promissory note hereafter mentioned, the receipt of which is hereby acknowledged, and other good and valuable considerations, does hereby bargain, sell, convey, and grant unto Mortgagee, its successors and assigns, forever the following described parcel of real property in Escambia County, Florida, to-wit:

COMMENCE AT THE SOUTHEAST CORNER OF TWIN LAKES SUBDIVISION, AS RECORDED IN PLAT BOOK 4, PAGE 85, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, SAID POINT BEING ON THE WESTERLY RIGHT OF WAY LINE OF PINE FOREST ROAD (150' R/W); THENCE PROCEED SOUTH 01°42'40" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 481.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°42'40" WEST ALONG SAID RIGHT OF WAY A DISTANCE OF 111.45 FEET; THENCE DEPARTING SAID RIGHT OF WAY PROCEED NORTH 88°40'25" WEST A DISTANCE OF 400.00 FEET; THENCE PROCEED NORTH 01°42'40" EAST A DISTANCE OF 112.56 FEET; THENCE PROCEED SOUTH 88°30'53" EAST A DISTANCE OF 399.99 FEET TO THE AFORESAID WESTERLY RIGHT OF WAY AND THE POINT OF BEGINNING. LYING IN AND BEING A PART OF SECTION 24, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

THIS SECOND MORTGAGE IS SUBJECT AND INFERIOR TO THE MORTGAGE FROM MORTGAGOR TO WELLS FARGO BANK, NATIONAL ASSOCIATION DATED ~~NOVEMBER~~ ^{December} 1, 2017 AND RECORDED IN O.R. BOOK 7817 AT PAGE 1022 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

and all structures and improvements now or hereafter on said land and all fixtures attached thereto and all rents, issues, proceeds, and property accruing therefrom, and all gas, steam, electric, water and other heating, cooling, cooking, refrigerating, lighting, plumbing, ventilating, irrigating, and power systems, machines, equipment, appliances, fixtures and appurtenances which now or hereafter may pertain to or be used with, in or on said premises, even though they may be detached or detachable. Together with all building materials and equipment of every character and description, all lighting, heating, and plumbing fixtures of every character and description, and all other property and things now owned or hereafter acquired, used, or useful in connection with the construction of the buildings and improvements erected or to be erected on the above-described real estate, wherever the same may be located, whether on or adjacent

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to said real estate, in storage, or otherwise.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining to Mortgagee, the successors and assigns of Mortgagee, in fee simple forever.

AND Mortgagor, for Mortgagor and the heirs and legal representatives of Mortgagor, covenants with Mortgagee, and the successors and assigns of Mortgagee, that Mortgagor is indefeasibly seized of said property in fee simple; that Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for Mortgagee, its successors and assigns, at all times peaceably and quietly to enter upon, hold, occupy, and enjoy said property and every part thereof; and the said property and every part thereof is free from all encumbrances of every kind and character except as is heretofore or hereafter indicated; and that the Mortgagor will make such further assurances to perfect the fee simple title to said land in Mortgagee, the successors and assigns of Mortgagee, as may reasonably be required; and that Mortgagor does hereby warrant title to said property and every part thereof, and will defend the same against the lawful claims of all persons whomsoever.

This conveyance is intended to be and is a mortgage to secure the payment of the following:

(a) That certain promissory note from Grace Child Development Center, LLC, a Florida limited liability company to Mortgagee of even date, in the principal amount of **Fifty Thousand Six Hundred Sixty and No/100 Dollars (\$50,660.00)** payable at the interest rate and on the terms specified in said promissory note ("Note"). This Mortgage also secures all renewals, extensions, modifications and consolidations of said Note.

AND MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:

1. To pay all and singular the principal and interest, and other sums of money payable by virtue of all indebtedness described above, by virtue of any instrument or instruments evidencing one or more future or additional advances to be made under this Mortgage, and by virtue of any provision contained in this Mortgage, promptly on the days that the same respectively become due.

2. To keep perfect and unimpaired the security hereby given and to permit, commit or suffer no waste, impairment or deterioration of the said property or any part thereof.

3. To pay all and singular the taxes, assessments, levies, obligations and encumbrances of every nature now on said property or that hereafter may be levied, assessed or imposed thereon when due and payable according to law and before they become delinquent; and if the same not be promptly paid, Mortgagee may, at any time either before or after delinquency, pay the same without waiving or affecting its right to foreclose this mortgage or any other right hereunder and all sums so paid shall become a part of the indebtedness secured hereby and at the option of Mortgagee, shall bear interest from the date of each such payment at a rate one percentage point greater than the regular interest rate as provided in the note; provided, that the Mortgagor shall not, in any event, be liable to pay interest in excess of the highest rate permitted by law.

4. To keep the improvements now or hereafter on the mortgaged property insured against loss by fire, windstorm and other hazards, casualties and contingencies in such amounts and for such periods as may be required by Mortgagee and to pay promptly when due all premiums for such insurance and if such premiums not be promptly paid, Mortgagee may, at any time either before or after delinquency, pay the

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same without waiving or affecting its right to foreclose this Mortgage or any other right hereunder and all sums so paid shall become a part of the indebtedness secured hereby and at the option of Mortgagee shall bear interest from the date of each such payment as provided in the Note, provided, that the Mortgagor shall not in any event be liable to pay interest in excess of the highest rate permitted by law. The amounts of insurance required by Mortgagee shall be the minimum amounts for which said insurance may be written and the Mortgagor shall maintain such additional insurance as may be necessary to meet and fully comply with all co-insurance requirements contained in any of said policies to the end that Mortgagee shall not be a co-insurer thereunder. All insurance shall be carried in a company or companies approved by Mortgagee and all policies and renewals thereof shall be delivered to and held by Mortgagee. Each policy of insurance shall have attached to it a loss payable clause in favor of and in form acceptable to Mortgagee. In event any sum of money becomes payable under any such policy, Mortgagee shall have the option to receive and apply the same on account of the indebtedness secured hereby or to permit the Mortgagor to receive and use it or any part thereof, without thereby waiving or impairing any right, lien, or equity under or by virtue of the Mortgage. Mortgagee is empowered to adjust, compromise, submit to arbitration and appraisal and to collect and apply to the indebtedness secured hereby any claim for loss arising under any such insurance policy and to that end it is irrevocably appointed attorney-in-fact of Mortgagor to do all acts and execute all instruments necessary or appropriate for such purpose.

5. The Mortgagee shall have the right from time to time to expend such sums as it shall deem necessary to keep the improvements on said mortgaged property in good condition and repair, and all sums so expended shall be added to and become a part of the principal indebtedness secured by this Mortgage and shall bear interest and be payable as herein provided for the payment of such principal indebtedness and interest and the lien of this Mortgage shall extend to and secure the same.

6. That in the event a suit shall be instituted to foreclose this Mortgage, Mortgagee, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver for all and singular the mortgaged property and of all rent, income, profits, issues and revenues thereof, from whatsoever source derived; and thereupon it is hereby expressly covenanted and agreed that the court shall forthwith appoint a receiver of said mortgaged property, all and singular, and of such rents, income, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to Mortgagee, its successors or assigns, without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of the Mortgagor, his legal representatives or assigns, and that such rents, profits, incomes, issues and revenues shall be applied by such receiver to the payment of the mortgage indebtedness, costs and charges according to the order of said court.

7. In the event of an Event of Default is declared under the Note, then all sums secured hereby remaining unpaid under the Note and/or the mortgage, with interest thereon, and all other sums of money secured hereby, shall become due and payable forthwith, as fully and completely as if all of the said sums and moneys were originally stipulated to be paid on such date; and thereupon or thereafter, at the option of Mortgagee, or its assigns, without notice or demand, suit at law or an equity may be prosecuted as if all sums and moneys secured hereby had matured prior to its institution. Mortgagee, or its assigns, may foreclose this Mortgage, as to the amount so declared due and payable, and the mortgaged premises shall be sold to satisfy and pay the same with costs, attorney's fees, expenses and allowances.

8. This Mortgage shall become due and payable forthwith at the sole option of the Mortgagee if the Mortgagor shall convey away said premises or sell same under contract or if the legal or equitable title to said premises shall become vested in any other person or persons in any manner whatsoever.

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9. That Mortgagor will not erect or permit to be erected any new building or structure on any of the land hereby mortgaged or add to, or permit to be added to, any of the existing improvements thereon without first having the written consent of Mortgagee; and in the event of any violation of this stipulation all sums evidenced by said note and secured by this Mortgage, or either, shall immediately become due and payable and the mortgage forecloseable therefor, at the option of Mortgagee.

10. If foreclosure proceedings of any prior mortgage, or any second mortgage or any superior or junior lien of any kind upon the said mortgaged property or any part thereof (to include, without limitation, such liens held by Mortgagee) shall be instituted, Mortgagee may, proceed under the terms of the Note.

11. To pay all and singular the costs, charges and expenses, including reasonable attorneys' fees and costs of abstracts of title, incurred or paid at any time by Mortgagee or its assigns in collecting or attempting to collect the indebtedness secured hereby or in foreclosing or attempting to foreclose this Mortgage or in enforcing any of its rights hereunder or incurred or paid by it because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of the instrument or instruments evidencing the indebtedness secured hereby and this Mortgage; and said costs, charges and expenses shall be immediately due and payable and shall be secured by the lien of this Mortgage.

12. Intentionally omitted.

13. The Mortgagor does also hereby assign, transfer, set over and pledge to Mortgagee, its successors and assigns, as further security and means for the discharge of the indebtedness, obligations, undertakings and liabilities secured hereby and those evidenced hereby, all leases of all or any part of the property hereby mortgaged now made, executed or delivered, whether written or verbal, or to be hereafter made, executed or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal, and all of the rents, issues and profits of the said property and the improvements now or hereafter thereon, which rents, issues and profits may become due and payable at any time during the life of this Mortgage when any amount shall be due and unpaid by the Mortgagor hereunder or when the Mortgagor shall otherwise be in default hereunder, whether said rents, issues and profits shall be due from the present or any future tenants or lessees thereof, with full power and authority in Mortgagee or its assigns to collect and receive the same from said tenants or lessees or from any real estate agent or other person collecting the same, and to give proper receipts and acquaintances therefor and after paying attorneys' fees and other expenses incurred in collecting the same to apply the net proceeds of such collection upon any and all indebtedness, obligations, undertakings or liabilities of the Mortgagor hereunder.

14. To the extent of the indebtedness of the Mortgagor to Mortgagee secured hereby Mortgagee is hereby subrogated to the lien or liens and to the rights of the owners and holders thereof of each and every mortgage, lien or other encumbrance on the land described herein which is paid or satisfied, in whole or in part, from the proceeds of the loan secured by this Mortgage or from the proceeds of any future or additional advances, and the liens of said mortgages or other encumbrances, shall be and the same and each of them hereby are preserved and shall pass to and be held by Mortgagee herein as security for the indebtedness to Mortgagee hereby secured, to the same extent that it would have been preserved and would have been passed to and been held by Mortgagee had it been duly and regularly assigned, transferred, set over and delivered unto Mortgagee and separate deed of assignment, notwithstanding the fact that the same may be satisfied and cancelled of record, it being the intention that the same will be satisfied and canceled of record by the holders thereof at or about the time of the recording of this Mortgage.

15. To the extent of the indebtedness, Mortgagor grants to Mortgagee a security interest in any and all payments, awards, judgments or settlements, including interest thereon, to which Mortgagee may be

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or may become entitled or which Mortgagor may receive by reason of injury or damage to, or loss of, the premises or any part thereof as a result of the exercise of the right of eminent domain. Notwithstanding any injury or damage to, or loss of, the premises or any part thereof as a result of the exercise of the right of eminent domain, Mortgagor shall continue to pay the indebtedness. All sums paid or payable to Mortgagor by reason of any injury or damage to, or loss of, the premises or any part thereof as a result of the exercise of the right of eminent domain shall be applied as follows: At Mortgagee's option and at Mortgagee's sole discretion, Mortgagee may either (i) apply the sum or any part thereof to the indebtedness, or (ii) require Mortgagor to repair, replace or reconstruct the premises or any part thereof and disburse such sums to Mortgagor to be applied against the costs and expenses thereof as incurred or paid by Mortgagor.

16. Mortgagor shall permit any person designated by Mortgagee to visit and inspect the premises, to examine the books of account and other records of Mortgagor with respect to the premises, and to discuss the affairs, finances and accounts of Mortgagor with and to be advised as to the same by a knowledgeable and duly authorized officer of Mortgagor, all at such reasonable times and intervals as Mortgagee may desire.

17. Mortgagor shall not create any liens or encumbrances on the real property which are junior or inferior in terms of priority, to this Mortgage, nor sell, convey or transfer its interest in the real property unless Mortgagee shall give its consent in writing prior to such act or acts. A breach of this provision on the part of the Mortgagor shall constitute a default under the provisions hereof, giving Mortgagee the right of acceleration of the maturity of the indebtedness secured hereby under the provisions hereof.

18. Environmental Protection:

A. Mortgagor represents and agrees that Mortgagor has not caused and will not cause or permit any hazardous material to be brought upon, kept, or used in or about the demised premises by Mortgagor, Mortgagor's agents, employees, contractors, or invitees, except for such hazardous material as is necessary to Mortgagor's business; provided that any such hazardous material permitted on the premises, and all containers therefore, have been and shall be used, kept, stored, and disposed of in a manner that complies with all federal, state, and local laws or regulations applicable to such hazardous material.

B. Mortgagor represents and agrees that Mortgagor has not and shall not discharge, leak, or emit, or permit to be discharged, leaked, or emitted, any material into the atmosphere, ground, sewer system, or any body of water, if that material (as is reasonably determined by any governmental authority) does or may pollute or contaminate the same, or may adversely affect (1) the health, welfare, or safety of persons, whether located on the demised premises or elsewhere, or (2) the condition, use, or enjoyment of the demised premises or any other real or personal property.

C. As used in this paragraph, the term "hazardous material" means (1) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976, as amended from time to time, and regulations promulgated thereunder; (2) any "hazardous substance" as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended from time to time, and regulations promulgated thereunder; (3) any oil, petroleum products, and their by-products; and (4) any substance that is or becomes regulated by any federal, state, or local governmental authority.

D. Mortgagor hereby agrees Mortgagor shall be fully liable for all costs and expenses related to the use, storage, and disposal of hazardous material kept or permitted on the demised premises by Mortgagor, and Mortgagor shall give immediate notice to Mortgagee of any violation or

BK: 7817 PG: 1041 Last Page

potential violation of the foregoing provisions. Mortgagor shall defend, indemnify and hold harmless Mortgagee and its agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorney and consultant fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to (1) the presence, disposal, release, or threatened release of any hazardous material that is on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to any such hazardous material; (3) any lawsuit brought or threatened, settlement reached, or government order relating to any such hazardous material; or (4) any violation of any laws applicable thereto.


E. The failure of the Mortgagor to comply fully with all requirements in subparagraphs use new letters for paragraphs as needed) A through D, inclusive, shall constitute a default under this Mortgage and under the note or other obligations secured thereby.


IN WITNESS WHEREOF, the Mortgagor has executed the document this 1st day of December 2017.

Signed, sealed and delivered

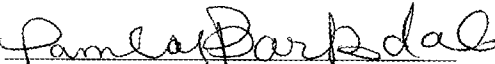
Grace Child Development Center, LLC, a
Florida limited liability company

in the presence of:



Typed Name: Charles L. Hoffman, Jr.


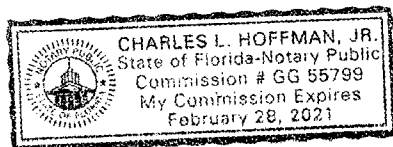
Typed Name: Charlene C. Mabire


By: 

Pamela S. Barksdale, its Manager

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this 1st day of December, 2017 by Pamela S. Barksdale, Manager of Grace Child Development Center, LLC, a Florida limited liability company on behalf of said company, () who is personally known to me or
(☒) who has produced a Florida Driver's License as identification.





NOTARY PUBLIC - STATE OF FLORIDA
Typed Name: Charles L. Hoffman, Jr.
My Commission Expires: 02-28-2021

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING
NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 03987 of 2022

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on January 16, 2025, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

JAMES R MCDOWELL JR SUCC TRUSTEE OF LORRAINE S MCDOWELL TRUST C/O JAMES MCDOWELL JR 7121 PINE FOREST RD PENSACOLA, FL 32526	ASSET ACCEPTANCE LLC P.O. BOX 2036 WARREN MI 48090
WELLS FARGO BANK NATIONAL ASSOCIATION 301 S. TRYON ST. 27TH FLOOR CHARLOTTE, NC 28282	GULF WINDS FEDERAL CREDIT UNION F/K/A MONSANTO EMPLOYEES CREDIT UNION 220 EAST NINE MILE RD. PENSACOLA, FL 32534
GRACE CHILD DEVELOPMENT CENTER LLC 7181 PINE FOREST RD PENSACOLA, FL 32526	MALENA'S MINI SCHOOL, LLC 9318 PENSACOLA BLVD PENSACOLA, FL 32534
CITY OF PENSACOLA TREASURY DIVISION P O BOX 12910 PENSACOLA FL 32521	

WITNESS my official seal this 16th day of January 2025.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON March 5, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ATCF II FLORIDA-A LLC holder of Tax Certificate No. 03987, issued the 1st day of June, A.D., 2022 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG AT SE COR OF NE1/4 OF SW1/4 N 600 FT W 50 FT FOR POB CONTINUE W 400 FT N 150 FT E 400 FT TO W LI OF RD S 150 FT TO POB OR 164/173 P 172/564 OR 6713 P 1409 OR 7858 P 340

SECTION 24, TOWNSHIP 1 S, RANGE 31 W

TAX ACCOUNT NUMBER 091221000 (0325-59)

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

JAMES R MCDOWELL JR SUCC TRUSTEE OF LORRAINE S MCDOWELL TRUST

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the first Wednesday in the month of March, which is the 5th day of March 2025.

Dated this 17th day of January 2025.

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



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

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

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THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON March 5, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 850-595-3793.

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Dated this 16th day of January 2025.

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

Post Property:

7121 PINE FOREST RD 32526



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

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Dated this 16th day of January 2025.

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

Personal Services:

**JAMES R MCDOWELL JR SUCC
TRUSTEE OF LORRAINE S
MCDOWELL TRUST**
C/O JAMES MCDOWELL JR
7121 PINE FOREST RD
PENSACOLA, FL 32526

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By:
Emily Hogg
Deputy Clerk



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ESCAMBIA COUNTY SHERIFF'S OFFICE
ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE 0325-59

Document Number: ECSO25CIV002358NON

Agency Number: 25-003002

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT NO 03987 2022

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE: JAMES R MCDOWELL JR SUCC TRUSTEE OF LORRAINE S MCDOWELL TRUST

Defendant:

Type of Process: WARNING/NOTICE OF APPLICATION FOR TAX DEED

Substitute

Received this Writ on 1/28/2025 at 8:59 AM and served same on JAMES R MCDOWELL JR , in ESCAMBIA COUNTY, FLORIDA, at 8:38 AM on 1/29/2025 by leaving a true copy of this Writ together with a copy of the initial pleadings, if any, with the date and hour of service endorsed thereon by me, at the within named individual's usual place of abode, with a person residing therein who is 15 years of age, or older, to wit: SANDRA MCDOWELL, STEP-MOTHER, as a member of the household and informing said person of their contents.

CHIP W SIMMONS, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By: _____



J. CYPRET, CPS

Service Fee: \$40.00
Receipt No: BILL

Printed By: LCMITCHE

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THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON March 5, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 850-595-3793.

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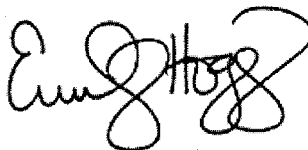
Dated this 16th day of January 2025.

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

Personal Services:

**JAMES R MCDOWELL JR SUCC
TRUSTEE OF LORRAINE S
MCDOWELL TRUST
C/O JAMES MCDOWELL JR
7121 PINE FOREST RD
PENSACOLA, FL 32526**

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By:
Emily Hogg
Deputy Clerk



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ESCAMBIA COUNTY SHERIFF'S OFFICE
ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE

0325.59

Document Number: ECSO25CIV002541NON

Agency Number: 25-003070

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT NO 03987 2022

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE JAMES R MCDOWELL JR SUCC TRUSTEE OF LORRAINE S MCDOWELL TRUST

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 1/28/2025 at 9:03 AM and served same at 8:37 AM on 1/29/2025 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY , the within named, to wit: , .

POSTED TO PROPERTY PER CLERKS OFFICE INSTRUCTIONS

CHIP W SIMMONS, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By: _____



J. CYPRET, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: LSTRAVIS

WARNING

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Dated this 16th day of January 2025.

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

Post Property:

7121 PINE FOREST RD 32526



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

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ESCAMBIA COUNTY FLA
CLERK'S OFFICE
JAN 20 2025
02/17/25

JAMES R MCDOWELL JR SUCC TRUSTEE
OF LORRAINE S MCDOWELL TRUST
[0325-59]
C/O JAMES MCDOWELL JR
7121 PINE FOREST RD
PENSACOLA, FL 32526

9171 9690 0935 0128 0635 57

ASSET ACCEPTANCE LLC [0325-59]
P.O. BOX 2036
WARREN MI 48090

9171 9690 0935 0128 0635 64

WELLS FARGO BANK NATIONAL
ASSOCIATION [0325-59]
301 S. TRYON ST. 27TH FLOOR
CHARLOTTE, NC 28282

9171 9690 0935 0128 0635 71

GULF WINDS FEDERAL CREDIT
UNION F/K/A MONSANTO
EMPLOYEES CREDIT UNION [0325-59]
220 EAST NINE MILE RD.
PENSACOLA, FL 32534

9171 9690 0935 0128 0635 88

GRACE CHILD DEVELOPMENT
CENTER LLC [0325-59]
7181 PINE FOREST RD
PENSACOLA, FL 32526

9171 9690 0935 0128 0635 95

MALENA'S MINI SCHOOL, LLC
[0325-59]
9318 PENSACOLA BLVD
PENSACOLA, FL 32534

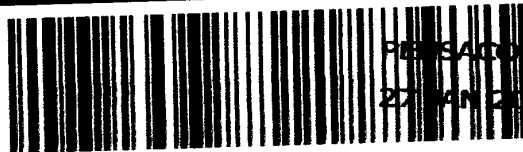
9171 9690 0935 0128 0636 01

CITY OF PENSACOLA [0325-59]
TREASURY DIVISION
P O BOX 12910
PENSACOLA FL 32521

9171 9690 0935 0128 0636 18

✓
Contact
PHONE &
SHERIFF

CERTIFIED MAIL™



PENSACOLA FL 325

27 JAN 2025 PM 1

9171 9690 0935 0128 0635 95



quadiant

FIRST-CLASS MAIL
IMI

\$008.16⁰⁰

01/27/2025 ZIP 32502
043M31219251

US POSTAGE

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

2025 FEB 21 10:03 AM

N/C
1/31

GRACE CHILD DEVELOPMENT
CENTER LLC [0325-59]
7181 PINE FOREST RD
PENSACOLA, FL 32526

NIXIE

326 DE 1

0002/16/25

RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

UNC

SC: 32502503335

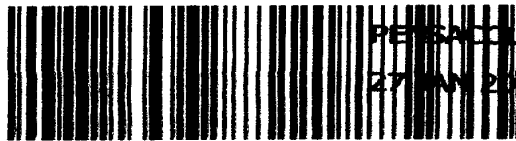
*2738-03251-27-36

32526-390781



CERTIFIED MAIL™

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



PENSACOLA FL 325

27 JAN 2025 PM

9171 9690 0935 0128 0635 57



quadiant

FIRST-CLASS MAIL
IMI

\$008.16⁰⁰

01/27/2025 ZIP 32502
043M31219251

US POSTAGE

Handwritten: KLC
1131

Handwritten: UNC

2025 FEB 1 10:07

JAMES R MCDOWELL JR SUCC TRUSTEE
OF LORRAINE S MCDOWELL TRUST
[0325-59]
C/O JAMES MCDOWELL JR
7121 PINE FOREST RD
PENSACOLA, FL 32526

NIXIE

326 DE 1

0002/22/25

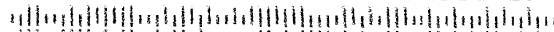
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

UNC

BC: 32502583335

*2738-03260-27-36

325025833
32526-390721





Escambia Sun Press

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

STATE OF FLORIDA

County of Escambia

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

DATE - 03-05-2025 - TAX CERTIFICATE #03987

in the CIRCUIT Court
was published in said newspaper in the issues of
JANUARY 30 & FEBRUARY 6, 13, 20, 2025

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

Digitally signed by Michael P Driver
DN: c=US, o=The Escambia Sun Press LLC,
dnQualifier=A01410D0000019093B5D40A000E97D9, cn=Michael P Driver
Date: 2025.02.20 10:07:19 -06'00'

PUBLISHER

Sworn to and subscribed before me this 20TH day of FEBRUARY
A.D., 2025

Digitally signed by Heather Tuttle
DN: c=US, o=The Escambia Sun Press LLC,
dnQualifier=A01410C000001890CD579360064AAE, cn=Heather Tuttle
Date: 2025.02.20 10:15:14 -06'00'

**HEATHER TUTTLE
NOTARY PUBLIC**



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

Page 1 of 1

NOTICE OF APPLICATION FOR TAX DEED

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TAX ACCOUNT NUMBER 091221000 (0325-59)

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Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the first Wednesday in the month of March, which is the 5th day of March 2025.

Dated this 27th day of January 2025.

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

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
(SEAL)
By: Emily Hogg
Deputy Clerk

oaw-4w-01-30-02-06-13-20-2025



Scott Lunsford, CFC • Escambia County Tax Collector

EscambiaTaxCollector.com

facebook.com/ECTaxCollector

twitter.com/escambiatc

2024

REAL ESTATE

TAXES



Notice of Ad Valorem and Non-Ad Valorem Assessments

SCAN TO PAY ONLINE

ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
09-1221-000	06		2415313102000000

MCDOWELL JAMES R JR SUCESSOR TRUSTEE FOR
MCDOWELL LORRAINE S TRUST
C/O JAMES MCDOWELL JR
7121 PINE FOREST RD
PENSACOLA, FL 32526

PROPERTY ADDRESS:
7121 PINE FOREST RD

EXEMPTIONS:
HOMESTEAD EXEMPTION

PRIOR YEAR(S) TAXES OUTSTANDING

22 / 3987

AD VALOREM TAXES						
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED	
COUNTY	6.6165	272,820	50,000	222,820	1,474.29	
PUBLIC SCHOOLS						
BY LOCAL BOARD	1.7520	272,820	25,000	247,820	434.18	
BY STATE LAW	3.0950	272,820	25,000	247,820	767.00	
WATER MANAGEMENT	0.0218	272,820	50,000	222,820	4.86	
SHERIFF	0.6850	272,820	50,000	222,820	152.63	
M.S.T.U. LIBRARY	0.3590	272,820	50,000	222,820	79.99	
ESCAMBIA CHILDRENS TRUST	0.4043	272,820	50,000	222,820	90.09	

TOTAL MILLAGE 12.9336

AD VALOREM TAXES \$3,003.04

LEGAL DESCRIPTION	NON-AD VALOREM ASSESSMENTS		
	TAXING AUTHORITY	RATE	AMOUNT
BEG AT SE COR OF NE1/4 OF SW1/4 N 600 FT W 50 FT FOR POB CONTINUE W 400 FT N 150 See Additional Legal on Tax Roll	FP FIRE PROTECTION		250.66
	NON-AD VALOREM ASSESSMENTS		\$250.66

Pay online at EscambiaTaxCollector.com

Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS \$3,253.70

If Paid By Please Pay	Feb 28, 2025 \$3,221.16	Mar 31, 2025 \$3,253.70			
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RETAIN FOR YOUR RECORDS

2024 REAL ESTATE TAXES

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER
09-1221-000
PROPERTY ADDRESS
7121 PINE FOREST RD

MCDOWELL JAMES R JR SUCESSOR TRUSTEE FOR
MCDOWELL LORRAINE S TRUST
C/O JAMES MCDOWELL JR
7121 PINE FOREST RD
PENSACOLA, FL 32526

Make checks payable to:
Scott Lunsford, CFC
Escambia County Tax Collector
P.O. BOX 1312
PENSACOLA, FL 32591
Pay online at EscambiaTaxCollector.com

PRIOR YEAR(S) TAXES OUTSTANDING

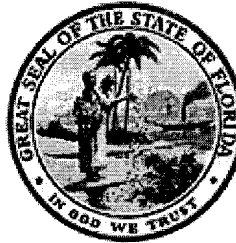
Payments in U.S. funds from a U.S. bank

PAY ONLY ONE AMOUNT	
AMOUNT IF PAID BY	Feb 28, 2025 3,221.16
AMOUNT IF PAID BY	Mar 31, 2025 3,253.70
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	

DO NOT FOLD, STAPLE, OR MUTILATE

1 091221000 2024 9

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: 091221000 Certificate Number: 003987 of 2022**

Payor: MARCUS BRIAN COOPER 195 FLAGSTONE LN CALERA AL 35040 Date 3/4/2025

Clerk's Check #	1	Clerk's Total	\$531.24
Tax Collector Check #	1	Tax Collector's Total	\$12,938.57
		Postage	\$57.40
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$13,544.21

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>**