



Chris Jones Escambia County Property Appraiser

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General Information						Assessments				
Parcel ID: 2515311401000006						Year	Land	Imprv	Total	Cap Val
Account: 091291000						2023	\$24,500	\$184,424	\$208,924	\$195,040
Owners: POWELL WILLIAM DWAYNE POWELL SHAMIM G EST OF						2022	\$23,275	\$166,085	\$189,360	\$189,360
Mail: 2621 LONGLEAF DR PENSACOLA, FL 32526						2021	\$23,275	\$135,520	\$158,795	\$158,795
Situs: 2621 LONGLEAF DR 32526						Disclaimer				
Use Code: SINGLE FAMILY RESID 🔑						Tax Estimator				
Units: 2						File for Exemption(s) Online				
Taxing Authority: COUNTY MSTU						Report Storm Damage				
Tax Inquiry: Open Tax Inquiry Window										
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector										
Sales Data						2023 Certified Roll Exemptions				
						HOMESTEAD EXEMPTION,WIDOWER				
Sale Date	Book	Page	Value	Type	Official Records (New Window)	Legal Description				
11/22/2019	8206	840	\$135,000	WD	📄	BEG AT NE COR OF SE1/4 OF NE1/4 S 33 FT W 390 FT FOR				
11/21/2019	8206	819	\$100,000	WD	📄	POB W 75 FT S 225 FT E 75 FT N 225 FT TO POB ALSO E 20				
07/23/2018	7941	63	\$63,200	WD	📄	FT... 🔑				
05/16/2018	7902	117	\$32,400	CT	📄	Extra Features				
01/31/2013	6972	1778	\$130,000	WD	📄	CONCRETE PAVING				
05/06/2011	6719	715	\$46,300	CT	📄	WOOD FENCE				
03/2005	5592	1217	\$105,000	WD	📄					
02/2005	5592	1212	\$100	QC	📄					
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller										
Parcel Information						Launch Interactive Map				

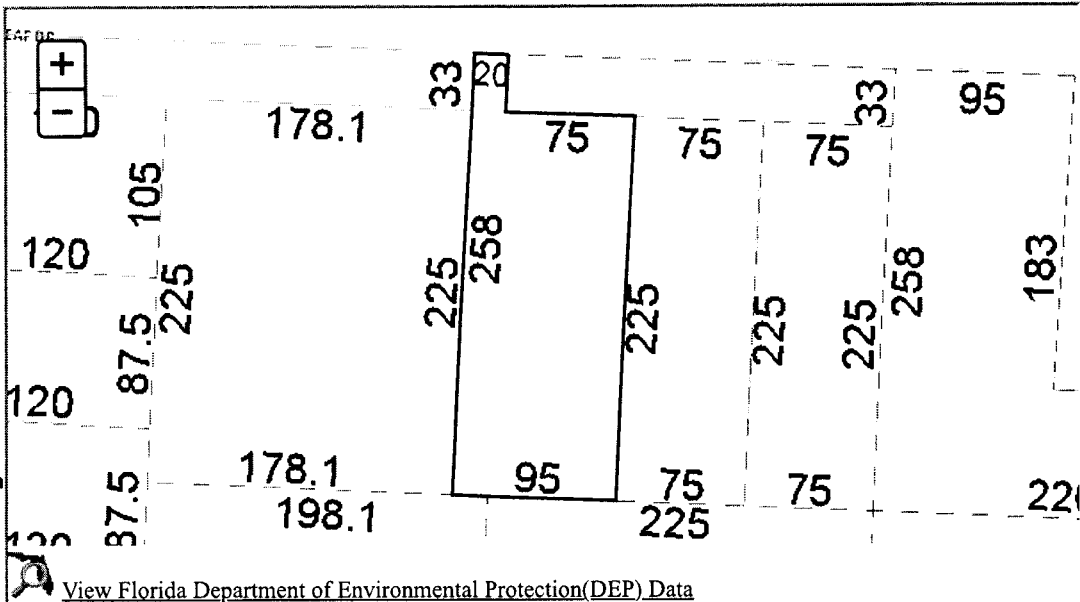
[Launch Interactive Map](#)

Section
Map Id:
25-1S-31

Approx.
Acreage:
0.5059

Zoned:
HDMU
HDMU
HDMU

Evacuation
& Flood
Information
Open
Report



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

Buildings

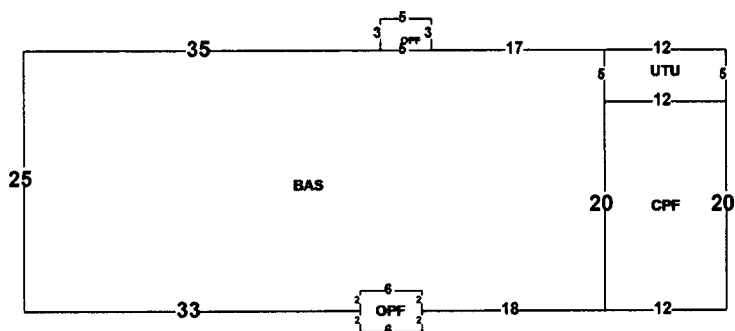
Address: 2621 LONGLEAF DR, Year Built: 1949, Effective Year: 1970, PA Building ID#: 97421

Structural Elements

DECOR/MILLWORK-AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-BRICK-COMMON
FLOOR COVER-HARDWOOD/PARQUET
FOUNDATION-WOOD/SUB FLOOR
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-5
NO. STORIES-1
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-GABLE
STORY HEIGHT-9
STRUCTURAL FRAME-WOOD FRAME

Areas - 1752 Total SF

BASE AREA - 1413
CARPORT FIN - 240
OPEN PORCH FIN - 39
UTILITY UNF - 60



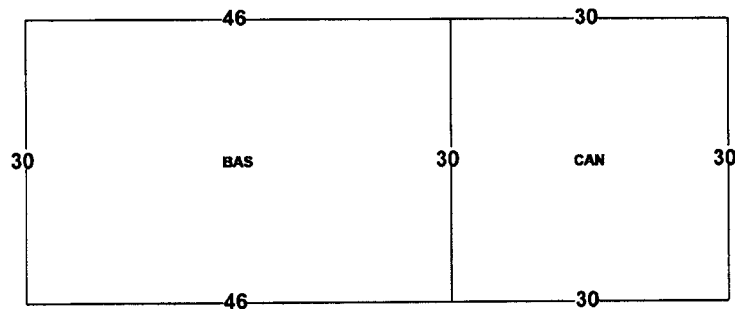
Year Built: 2005, Effective Year: 2005, PA Building ID#: 97422

Structural Elements

DECOR/MILLWORK-NONE
DWELLING UNITS-1
EXTERIOR WALL-METAL-MODULAR
FLOOR COVER-UNFINISHED/NONE
FOUNDATION-SLAB ON GRADE
HEAT/AIR-NONE
INTERIOR WALL-UNFINISHED
NO. STORIES-1
ROOF COVER-METAL/MODULAR
ROOF FRAMING-RIGID FRAME/BAR
STORY HEIGHT-0
STRUCTURAL FRAME-RIGID FRAME

Areas - 2280 Total SF

BASE AREA - 1380
CANOPY - 900



Images



3/31/2022 12:00:00 AM

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

Last Updated:04/17/2024 (tc.6802)



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

0924-16

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	FNA DZ, LLC FNA DZ, LLC FBO WSFS 201 W LAKE ST #165 CHICAGO, IL 60606	Application date	Apr 03, 2024
Property description	POWELL WILLIAM DWAYNE POWELL SHAMIM G EST OF 2621 LONGLEAF DR PENSACOLA, FL 32526 2621 LONGLEAF DR 09-1291-000 BEG AT NE COR OF SE1/4 OF NE1/4 S 33 FT W 390 FT FOR POB W 75 FT S 225 FT E 75 FT N 225 FT TO POB AL (Full legal attached.)	Certificate #	2022 / 3997
		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)
# 2022/3997	06/01/2022	2,603.87	130.19	2,734.06
→ Part 2: Total*				2,734.06

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)
# 2023/4052	06/01/2023	2,495.94	6.25	160.16	2,662.35
Part 3: Total*					2,662.35

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)	5,396.41
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	2,303.91
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)	8,075.32

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: Jennifer N. Cassidy Escambia, Florida
Signature, Tax Collector or Designee Date April 15th, 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)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	97,520.00
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>09/04/2024</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 NE COR OF SE1/4 OF NE1/4 S 33 FT W 390 FT FOR POB W 75 FT S 225 FT E 75 FT N 225 FT TO POB ALSO E 20 FT OF FOLLOWING DESCRIBED PROPERTY BEG AT NE COR OF SE1/4 OF NE1/4 W 465 FT FOR POB CONTINUE W 198 1/10 FT S 225 FT E 198 1/10 FT N 225 FT TO POB ALSO COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25 A DISTANCE OF 33.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF LONGLEAF DRIVE (66 FT R/W); THENCE GO SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 390.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102, AT PAGE 246; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102 AT PAGE 246 A DISTANCE OF 225.00 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE GO SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102, PAGE 246 A DISTANCE OF 75.00 FEET TO THE

SOUTHWEST CORNER OF SAID PROPERTY AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 20.00 FEET; THENCE GO NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 33.00 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102, PAGE 411; THENCE GO NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 20.00 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102 AT PAGE 411 AND THE WEST LINE OF THE AFORESAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102 AT PAGE 246; THENCE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING. OR 8206 P 840

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2400034

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,
FNA DZ, LLC
FNA DZ, LLC FBO WSFS
201 W LAKE ST #165
CHICAGO, IL 60606,

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
09-1291-000	2022/3997	06-01-2022	BEG AT NE COR OF SE1/4 OF NE1/4 S 33 FT W 390 FT FOR POB W 75 FT S 225 FT E 75 FT N 225 FT TO POB ALSO E 20 FT OF FOLLOWING DESCRIBED PROPERTY BEG AT NE COR OF SE1/4 OF NE1/4 W 465 FT FOR POB CONTINUE W 198 1/10 FT S 225 FT E 198 1/10 FT N 225 FT TO POB ALSO COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25 A DISTANCE OF 33.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF LONGLEAF DRIVE (66 FT R/W); THENCE GO SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 390.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102, AT PAGE 246; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102 AT PAGE 246 A DISTANCE OF 225.00 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE GO SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102, PAGE 246 A DISTANCE OF 75.00 FEET TO THE SOUTHWEST CORNER OF SAID

		PROPERTY AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 20.00 FEET; THENCE GO NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 33.00 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102, PAGE 411; THENCE GO NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 20.00 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102 AT PAGE 411 AND THE WEST LINE OF THE AFORESAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102 AT PAGE 246; THENCE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING. OR 8206 P 840
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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
 FNA DZ, LLC
 FNA DZ, LLC FBO WSFS
 201 W LAKE ST #165
 CHICAGO, IL 60606

04-03-2024
 Application Date

 Applicant's signature

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **FNA DZ LLC** holder of **Tax Certificate No. 03997**, 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:

(see attached)

SECTION 25, TOWNSHIP 1 S, RANGE 31 W

TAX ACCOUNT NUMBER 091291000 (0924-16)

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

WILLIAM DWAYNE POWELL and SHAMIM G POWELL EST OF

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 September, which is the **4th day of September 2024**.

Dated this 18th day of April 2024.

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



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

LEGAL DESCRIPTION

BEG AT NE COR OF SE1/4 OF NE1/4 S 33 FT W 390 FT FOR POB W 75 FT S 225 FT E 75 FT N 225 FT TO POB ALSO E 20 FT OF FOLLOWING DESCRIBED PROPERTY BEG AT NE COR OF SE1/4 OF NE1/4 W 465 FT FOR POB CONTINUE W 198 1/10 FT S 225 FT E 198 1/10 FT N 225 FT TO POB ALSO COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25 A DISTANCE OF 33.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF LONGLEAF DRIVE (66 FT R/W); THENCE GO SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 390.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102, AT PAGE 246; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102 AT PAGE 246 A DISTANCE OF 225.00 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE GO SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102, PAGE 246 A DISTANCE OF 75.00 FEET TO THE SOUTHWEST CORNER OF SAID PROPERTY AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 20.00 FEET; THENCE GO NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 33.00 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102, PAGE 411; THENCE GO NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 20.00 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102 AT PAGE 411 AND THE WEST LINE OF THE AFORESAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102 AT PAGE 246; THENCE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING. OR 8206 P 840



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 #: 09-1291-000 CERTIFICATE #: 2022-3997

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: May 27, 2004 to and including May 27, 2024 Abstractor: Pam Alvarez

BY

Michael A. Campbell,
As President
Dated: June 3, 2024

**PROPERTY INFORMATION REPORT
CONTINUATION PAGE**

June 3, 2024

Tax Account #: **09-1291-000**

1. The Grantee(s) of the last deed(s) of record is/are: **WILLIAM DWAYNE POWELL AND SHAMIM G POWELL**

By Virtue of General Warranty Deed recorded 11/26/2019 in OR 8206/840

**ABTRACTOR'S NOTE: WE FIND NO EVIDENCE OF DEATH FOR SHAMIM G POWELL
RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.**

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 Gene Devine recorded 11/26/2019 OR 8206/844**
 - b. **UCC Financing Statement in favor of RTO National LLC recorded 4/20/2023 OR 8964/1328**
 - c. **Notice of Commencement in favor of The Roof Company of NWFL Inc recorded 7/10/2023 OR 9004/87**
 - d. **Certificate of Delinquency recorded 1/7/2010 OR 6547/1684**
 - e. **Certificate of Delinquency recorded 9/9/2011 OR 6761/1892**
 - f. **Certificate of Delinquency recorded 3/21/2012 OR 6834/1359**
 - g. **Certificate of Delinquency recorded 7/6/2016 OR 7552/183**
 - h. **Judgment in favor of Escambia County recorded 4/18/2018 OR 7886/1123**
 - i. **Judgment in favor of Escambia County recorded 10/28/2015 OR 7427/960**
 - j. **Judgment in favor of Branch Banking and Trust Company recorded 2/14/2022 OR 8722/30 together with Affidavit recorded 2/14/2022 OR 8722/33**
 - k. **Civil Lien in favor of State of FL/Escambia County recorded 2/23/2012 OR 6822/1790**
 - l. **Judgment in favor of Lendmark Financial Services recorded 2/13/2023 OR 8929/1278**
 - m. **Judgment in favor of Escambia County recorded 12/9/2011 OR 6795/191**
 - n. **Judgment in favor of Escambia County recorded 5/4/2016 OR 7518/156**
 - o. **Judgment in favor of Escambia County recorded 2/14/2019 OR 8046/507**
 - p. **Judgment in favor of Consumer Financial Services recorded 9/20/2019 OR 8168/1020**
 - q. **Judgment in favor of Progressive Select Insurance Company recorded 11/20/2020 OR 8409/333**
 - r. **Judgment in favor of William Howard Crews and Julia G Crews recorded 8/11/2008 OR 6363/294**
 - s. **Judgment in favor of Escambia County recorded 7/1/2004 OR 5444/950**
 - t. **Judgment in favor of Barclays Bank Delaware recorded 5/2/2011 OR 6715/1073**
 - u. **Judgment in favor of BB&T Equipment Finance Corporation f/k/a BB&T Leasing Corporation recorded 5/10/2010 OR 6589/1810**
4. Taxes:
Taxes for the year(s) 2021-2023 are delinquent.
Tax Account #: 09-1291-000
Assessed Value: \$195,040.00
Exemptions: HOMESTEAD, WIDOWER
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: SEPT 4, 2024

TAX ACCOUNT #: 09-1291-000

CERTIFICATE #: 2022-3997

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

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Homestead for <u>2023</u> tax year.

**WILLIAM DWAYNE POWELL, SHAMIM G
POWELL AND ESTATE OF SHAMIM G POWELL
2621 LONGLEAF DR
PENSACOLA, FL 32526**

**WILLIAM POWELL JR
2787 KING ST
PENSACOLA, FL 32526**

**WILLIAM POWELL JR
1545 NORTH "J" ST
PENSACOLA, FL 32501**

**WILLIAM DEWAYNE POWELL
1112 SWEET BRIAR STREET
CANTONMENT, FL 32533**

**WILLIAM DWAYNE POWELL
783 BISON ST
CANTONMENT, FL 32533**

**WILLIAM D POWELL
2314 S HIGHWAY 97
CANTONMENT, FL 32533**

**WILLIAM POWELL
3706 W LEE ST
PENSACOLA, FL 32505**

**ESCAMBIA COUNTY DEPARTMENT
OF COMMUNITY CORRECTIONS
2251 N PALAFOX ST
PENSACOLA, FL 32501**

**ESCAMBIA COUNTY ANIMAL CONTROL
3363 W PARK PL
PENSACOLA, FL 32505**

**LENDMARK FINANCIAL SERVICES
4761-5 BAYOU BLVD
PENSACOLA, FL 32503**

CONTINUED FROM PAGE 4

**CLERK OF CIRCUIT COURT
DIVISION ENFORCEMENT
1800 WEST ST MARY'S ST
PENSACOLA, FL 32501**

**DOR CHILD SUPPORT
DOMESTIC RELATIONS
3670B NORTH "L" STREET
PENSACOLA, FL 32505**

**TRUIST BANK F/K/A BRANCH BANKING
AND TRUST COMPANY
2520 NORTHWINDS PARKWAY SUITE 400
ALPHARETTA, GA 30009**

**CONSUMER FINANCIAL SERVICES
6219 N PALAFOX STREET SUITE E
PENSACOLA, FL 32503**

**PROGRESSIVE SELECT INSURANCE COMPANY
PO BOX 89480
CLEVELAND, OH 44101**

**WILLIAM HOWARD CREWS AND
JULIA G CREWS
1010 E LARUA STREET
PENSACOLA, FL 32501**

**BARCLAYS BANK DELAWARE
PO BOX 19359
PLANTATION, FL 33318**

**BB&T EQUIPMENT FINANCE CORP F/K/A
BB&T LEASING CORPORATION
5130 PARKWAY PLAZA BOULEVARD
CHARLOTTE, NC 28217**

Certified and delivered to Escambia County Tax Collector, this 3rd day of June, 2024.

PERDIDO TITLE & ABSTRACT, INC.



BY: Michael A. Campbell, As It's President

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

PROPERTY INFORMATION REPORT

June 3, 2024

Tax Account #:09-1291-000

LEGAL DESCRIPTION EXHIBIT "A"

BEG AT NE COR OF SE1/4 OF NE1/4 S 33 FT W 390 FT FOR POB W 75 FT S 225 FT E 75 FT N 225 FT TO POB ALSO E 20 FT OF FOLLOWING DESCRIBED PROPERTY BEG AT NE COR OF SE1/4 OF NE1/4 W 465 FT FOR POB CONTINUE W 198 1/10 FT S 225 FT E 198 1/10 FT N 225 FT TO POB ALSO COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25 A DISTANCE OF 33.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF LONGLEAF DRIVE (66 FT R/W); THENCE GO SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 390.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102, AT PAGE 246; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102 AT PAGE 246 A DISTANCE OF 225.00 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE GO SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102, PAGE 246 A DISTANCE OF 75.00 FEET TO THE SOUTHWEST CORNER OF SAID PROPERTY AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 20.00 FEET; THENCE GO NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 33.00 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102, PAGE 411; THENCE GO NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 20.00 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102 AT PAGE 411 AND THE WEST LINE OF THE AFORESAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102 AT PAGE 246; THENCE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING. OR 8206 P 840

SECTION 25, TOWNSHIP 1 S, RANGE 31 W

TAX ACCOUNT NUMBER 09-1291-000(0924-16)

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

Prepared by:
Kacie Larock, Esq.
Rodgers-Kiefer Title
327 S. Co. Hwy. 393, Unit 202
Santa Rosa Beach, Florida 32459

File Number: 19-0350

General Warranty Deed

THIS WARRANTY DEED made this November 25, 2019 A.D. by **Gene Devine, a married man**, whose post office address is: 4420 Devine Farms Road, Cantonment, Florida 32533, hereinafter called the Grantor, to **William Dwayne Powell and Shamim G. Powell, husband and wife**, whose post office address is: 2621 Longleaf Drive, Pensacola, Florida 32526, hereinafter called the 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)

Witnesseth, that the Grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Escambia County, Florida, viz:

SEE ATTACHED EXHIBIT A

Parcel ID Number: 25-1S-31-1401-000-006

Said property is not the homestead of the Grantor under the laws and constitution of the State of Florida in that neither Grantor nor any members of the household of Grantor reside thereon.

Subject to zoning and other regulatory laws and ordinances affecting the land; easements, rights of way, reservations and covenants of record, if any.

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

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

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2018.

DEED Individual Warranty Deed With Non-Homestead-Legal on Face

In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Darry Beenick
Witness Signature

Witness Printed Name: Darry Beenick

Gene Devine (Seal)
Gene Devine

Roger E Workman
Witness Signature
Witness Printed Name: Roger E Workman

State of Florida

County of Essex

The foregoing instrument was acknowledged before me this 22 day of November, 2019, by Gene Devine, who (☒) is personally known to me or who (☐) has produced _____ as identification.

Laura Annette Workman
Notary Public
Print Name: Laura Annette Workman

My Commission Expires: 10-21-20



DEED Individual Warranty Deed With Non-Homestead-Legal on Face

Exhibit "A"

PARCEL 1:

DESCRIPTION AS FURNISHED: (OFFICIAL RECORD BOOK 102, PAGE 246)

COMMENCING AT THE NE CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, THENCE SOUTH 33 FEET, THENCE WEST 390 FEET TO POINT OF BEGINNING, THENCE CONTINUE WEST 75 FEET, SOUTH 225 FEET THENCE EAST 75 FEET, THENCE NORTH 225 FEET TO POINT OF BEGINNING.

PARCEL 2:

DESCRIPTION AS FURNISHED: (O.R. BOOK 102, PAGE 411)

THE EAST 20 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, THENCE WEST 465 FEET TO POINT OF BEGINNING, THENCE CONTINUE WEST 198.1 FEET TO THE EAST LINE OF PEIN FOREST SUBDIVISION (PLAT BOOK 3, PAGE 41) THENCE WITH THE EAST LINE OF SAID SUBDIVISION SOUTH 225 FEET, THENCE EAST 198.1 FEET, THENCE NORTH 225 FEET TO POINT OF BEGINNING, SAID PROPERTY BEING DESCRIBED IN OFFICIAL RECORDS BOOK 6, PAGE 129 OF THE RECORDS OF ESCAMBIA COUNTY, FLORIDA.

PARCEL 3:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25 A DISTANCE OF 33.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF LONGLEAF DRIVE (66' R/W); THENCE GO SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 390.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102, AT PAGE 246; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102 AT PAGE 246 A DISTANCE OF 225.00 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE GO SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102, PAGE 246 A DISTANCE OF 75.00 FEET TO THE SOUTHWEST CORNER OF SAID PROPERTY AND THE POINT OF BEGINNING;

THENCE CONTINUE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 20.00 FEET; THENCE GO NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 33.00 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102, PAGE 411; THENCE GO NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 20.00 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102 AT PAGE 411 AND THE WEST LINE OF THE AFORESAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102 AT PAGE 246; THENCE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

LESS AND EXCEPT ANY PORTION IN THE ROAD RIGHT OF WAY.

After Recording Return To:
Kacie Larock, Esq.
Kiefer Law Group, PLLC
327 Co. Hwy. 393 South, Unit 202
Santa Rosa Beach, Florida 32459
File No. 19-0350

[Space Above This Line For Recording Data]

MORTGAGE

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) **"Security Instrument"** means this document, which is dated November 25, 2019, together with all Riders to this document.

(B) **"Borrower"** is William Dwayne Powell and Shamim G. Powell, husband and wife. Borrower is the mortgagor under this Security Instrument.

(C) **"Lender"** is Gene Devine, whose address is 4420 Devine Farms Road, Cantonment, Florida 32533. Lender is the mortgagee under this Security Instrument.

(D) **"Note"** means the promissory note signed by Borrower and dated November 25, 2019. The Note states that Borrower owes Lender One Hundred Thirty-Five Thousand Dollars (U.S. \$135,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than November 25, 2034.

(E) **"Property"** means the property that is described below under the heading "Transfer of Rights in the Property."

(F) **"Loan"** means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(G) **"Riders"** means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Other(s) [specify] _____ |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Biweekly Payment Rider | |

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

(I) **"Community Association Dues, Fees, and Assessments"** means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

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

(K) **Intentionally left blank.**

(L) **"Miscellaneous Proceeds"** means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(M) **Intentionally left blank.**

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

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

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

TRANSFER OF RIGHTS IN THE PROPERTY

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

SEE ATTACHED EXHIBIT A

which currently has the address of 2621 Longleaf Drive, Pensacola Florida 32526
 ("Property Address");

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

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

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

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

1. Payment of Principal, Interest, Prepayment Charges, and Late Charges.

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

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied

funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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

3. INTENTIONALLY LEFT BLANK.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. Failure to timely pay any of these items is a default under this Security Instrument.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

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

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

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

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay

Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

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

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

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

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property.

Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. INTENTIONALLY LEFT BLANK.

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

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

Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

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

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

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

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

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

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

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any

Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

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

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

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

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

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change

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

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

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

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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

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

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had

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

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

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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

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

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this

Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

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

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

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

Signed, sealed and delivered in the presence of:

Darcy Beernick
WITNESS #1 SIGNATURE
Printed Name: Darcy Beernick

William Dwayne Powell (Seal)
- Borrower

Roger E Workman
WITNESS #2 SIGNATURE
Printed Name: ROGER E WORKMAN

Shamim G. Powell (Seal)
- Borrower

[Space Below This Line For Acknowledgment]

State of Florida

County of ESCAMBIA

The foregoing instrument was acknowledged before me on November 22, 2019, by William Dwayne Powell and Shamim G. Powell, who ☒ are personally known to me or who ☐ have produced _____ as identification.



Laura Annette Workman
Notary Public Signature
Printed Name: Laura Annette Workman
My Commission expires: 10-21-20

EXHIBIT A

PARCEL 1:

DESCRIPTION AS FURNISHED: (OFFICIAL RECORD BOOK 102, PAGE 246)

COMMENCING AT THE NE CORNER OF THE SE 1/4 OF THE NE 1/4 OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, THENCE SOUTH 33 FEET, THENCE WEST 390 FEET TO POINT OF BEGINNING, THENCE CONTINUE WEST 75 FEET, SOUTH 225 FEET THENCE EAST 75 FEET, THENCE NORTH 225 FEET TO POINT OF BEGINNING.

PARCEL 2:

DESCRIPTION AS FURNISHED: (O.R. BOOK 102, PAGE 411)

THE EAST 20 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, THENCE WEST 465 FEET TO POINT OF BEGINNING, THENCE CONTINUE WEST 198.1 FEET TO THE EAST LINE OF PEIN FOREST SUBDIVISION (PLAT BOOK 3, PAGE 41) THENCE WITH THE EAST LINE OF SAID SUBDIVISION SOUTH 225 FEET, THENCE EAST 198.1 FEET, THENCE NORTH 225 FEET TO POINT OF BEGINNING, SAID PROPERTY BEING DESCRIBED IN OFFICIAL RECORDS BOOK 6, PAGE 129 OF THE RECORDS OF ESCAMBIA COUNTY, FLORIDA.

PARCEL 3:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25 A DISTANCE OF 33.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF LONGLEAF DRIVE (66' R/W); THENCE GO SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 390.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102, AT PAGE 246; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102 AT PAGE 246 A DISTANCE OF 225.00 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE GO SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102, PAGE 246 A DISTANCE OF 75.00 FEET TO THE SOUTHWEST CORNER OF SAID PROPERTY AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 20.00 FEET; THENCE GO NORTH 00 DEGREES 00 MINUTES 00

SECONDS WEST A DISTANCE OF 33.00 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102, PAGE 411; THENCE GO NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 20.00 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102 AT PAGE 411 AND THE WEST LINE OF THE AFORESAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102 AT PAGE 246; THENCE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

LESS AND EXCEPT ANY PORTION IN THE ROAD RIGHT OF WAY.

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional) CSC 1-800-858-5294	
B. E-MAIL CONTACT AT FILER (optional) SPRFiling@cscglobal.com	
C. SEND ACKNOWLEDGMENT TO: (Name and Address) 2533 55244 CSC 801 Adlai Stevenson Drive Springfield, IL 62703	
Filed in: Florida (Escambia)	

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

1a. ORGANIZATION'S NAME				
OR				
1b. INDIVIDUAL'S SURNAME Powell		FIRST PERSONAL NAME William	ADDITIONAL NAME(S)/INITIAL(S) Dwayne	SUFFIX
1c. MAILING ADDRESS 2621 Longleaf Dr.		CITY Pensacola	STATE FL	POSTAL CODE 32526
			COUNTRY USA	

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name); if any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

2a. ORGANIZATION'S NAME				
OR				
2b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
2c. MAILING ADDRESS		CITY	STATE	POSTAL CODE
			COUNTRY	

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a. ORGANIZATION'S NAME RTO National LLC				
OR				
3b. INDIVIDUAL'S SURNAME		FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)	SUFFIX
3c. MAILING ADDRESS PO Box 9759		CITY Greenville	STATE SC	POSTAL CODE 29604
			COUNTRY USA	

4. COLLATERAL: This financing statement covers the following collateral:

All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.
28x40 Carport
Manufacturer: R&B Metal Structures Inc.

5. Check only if applicable and check only one box: Collateral is <input type="checkbox"/> held in a Trust (see UCC1Ad, item 17 and instructions) <input type="checkbox"/> being administered by a Debtor's Personal Representative	
6a. Check only if applicable and check only one box: <input type="checkbox"/> Public-Finance Transaction <input type="checkbox"/> Manufactured-House Transaction <input type="checkbox"/> A Debtor is a Transporting Utility	
6b. Check only if applicable and check only one box: <input type="checkbox"/> Agricultural Lien <input type="checkbox"/> Non-UCC Filing	
7. ALTERNATIVE DESIGNATION (if applicable): <input checked="" type="checkbox"/> Lessor/Lessor <input type="checkbox"/> Consignor/Consignor <input type="checkbox"/> Seller/Buyer <input type="checkbox"/> Bailee/Bailor <input type="checkbox"/> Licensee/Licensee	
8. OPTIONAL FILER REFERENCE DATA:	

2533 55244

FILING OFFICE COPY — UCC FINANCING STATEMENT (Form UCC1) (Rev. 04/20/11)

UCC FINANCING STATEMENT ADDENDUM**FOLLOW INSTRUCTIONS**

9. NAME OF FIRST DEBTOR: Same as line 1a or 1b (on Financing Statement); if line 1b was left blank because individual Debtor name did not fit, check here ☐

9a. ORGANIZATION'S NAME

OR

9b. INDIVIDUAL'S SURNAME

Powell

FIRST PERSONAL NAME

William

ADDITIONAL NAME(S)/INITIAL(S)

Dwayne

SUFFIX

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

10. DEBTOR'S NAME: Provide (10a or 10b) only (use additional Debtor name or Debtor name that did not fit in line 9a or 9b of the Financing Statement (Form UCC1)) (use exact, full name; do not omit, modify, or abbreviate any part of the Debtor's name) and enter the mailing address in line 10c

10a. ORGANIZATION'S NAME

OR

10b. INDIVIDUAL'S SURNAME

INDIVIDUAL'S FIRST PERSONAL NAME

INDIVIDUAL'S ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

10c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

11. ☐ ADDITIONAL SECURED PARTY'S NAME or ☐ ASSIGNOR SECURED PARTY'S NAME: Provide only one name (11a or 11b)

11a. ORGANIZATION'S NAME

OR

11b. INDIVIDUAL'S SURNAME

FIRST PERSONAL NAME

ADDITIONAL NAME(S)/INITIAL(S)

SUFFIX

11c. MAILING ADDRESS

CITY

STATE

POSTAL CODE

COUNTRY

12. ADDITIONAL SPACE FOR ITEM 4 (Collateral):

13. ☒ This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS (if applicable)

14. This FINANCING STATEMENT:

☐ covers timber to be cut☐ covers as-extracted collateral☐ is filed as a future filing

15. Name and address of a RECORD OWNER of real estate described in item 1b (if Debtor does not have a record interest)

POWELL WILLIAM DWAYNE
POWELL SHAMIM G EST OF
2621 LONGLEAF DR
PENSACOLA, FL 32526

16. Description of real estate:

See attached.

17. MISCELLANEOUS:

FILING OFFICE COPY — UCC FINANCING STATEMENT ADDENDUM (Form UCC1Ad) (Rev. 04/20/11)

Exhibit A

Parcel ID: 2515311401000006

BEG AT NE COR OF SE1/4 OF NE1/4 S 33 FT W 390 FT FOR POB W 75 FT S 225 FT E 75 FT N 225 FT TO POB.

ALSO E 20 FT OF FOLLOWING DESCRIBED PROPERTY BEG AT NE COR OF SE1/4 OF NE1/4 W 465 FT FOR POB CONTINUE W 198 1/10 FT S 225 FT E 198 1/10 FT N 225 FT TO POB.

ALSO COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBA COUNTY, FLORIDA; THENCE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 25 A DISTANCE OF 33.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF LONGLEAF DRIVE (66 FT R/W); THENCE GO SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE A DISTANCE OF 390.00 FEET TO THE NORTHEAST CORNER OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102, AT PAGE 246; THENCE DEPARTING SAID SOUTH RIGHT OF WAY LINE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE EAST LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102 AT PAGE 246 A DISTANCE OF 225.00 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY; THENCE GO SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102, PAGE 246 A DISTANCE OF 75.00 FEET TO THE SOUTHWEST CORNER OF SAID PROPERTY AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 20.00 FEET; THENCE GO NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 33.00 FEET TO THE SOUTH LINE OF PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102, PAGE 411; THENCE GO NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID SOUTH LINE A DISTANCE OF 20.00 FEET TO THE SOUTHEAST CORNER OF SAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102 AT PAGE 411 AND THE WEST LINE OF THE AFORESAID PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 102 AT PAGE 246; THENCE GO SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID WEST LINE A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING. OR 8206 P 840

THIS INSTRUMENT PREPARED BY:
Name: Tommy Jenks
Address: 385 West Roberts
Cantonment FL 32533
STATE OF FLORIDA
COUNTY OF ESCAMBIA

NOTICE OF COMMENCEMENT

Permit Number _____ Parcel ID Number (PID) 2515311401000006

THE UNDERSIGNED hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement:

1. DESCRIPTION OF PROPERTY: (legal description of the property, and street address if available. Attach a separate if necessary)
2621 Longleaf Dr, Pensacola, FL 32526
2. GENERAL DESCRIPTION OF IMPROVEMENT: Re roof
Reroof
3. OWNER INFORMATION:
Name and address: William Dwayne Powell - 2621 Longleaf Dr, Pensacola, FL 32526
Interest in property: OWNER
Name and address of fee simple titleholder (if other than Owner): _____
4. CONTRACTOR: (name, address and phone number): The Roof Company of NWFL, Inc. 385 West Roberts
Cantonment FL 32533 850-450-8402
5. SURETY:
Name, address and phone number: _____
Amount of bond \$ _____
6. LENDER: (name, address and phone number) _____
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by § 713.13(1)(a)7, Florida Statutes: (name, address and phone number) _____
8. In addition to him/herself, Owner designates _____ of _____
receive a copy of the Lienor's Notice as provided in § 713.13(1)(b), Florida Statutes.
9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified): _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART 1, SECTION 713.13 FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

STATE OF FLORIDA

TDJR

OWNER'S SIGNATURE

COUNTY OF ESCAMBIA

Dwayne Powell

OWNER'S PRINTED NAME

The foregoing instrument was acknowledged before me this 2nd day of June, 2023, by William Dwayne Powell, Who is personally known to me OR who has produced identification FLDA VERIFICATION PURSUANT TO § 40.025 FLORIDA STATUTES.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS STATED IN IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SIGNATURE OF OWNER OR OWNER'S
AUTHORIZED OFFICER/DIRECTOR/PARTNER/MANAGER

SIGNATORY'S TITLE/OFFICE

William Petersen

NOTARY PUBLIC - STATE OF FLORIDA

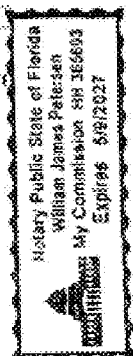
WILLIAM PETERSEN

PRINT OR STAMP COMMISSIONED NAME OF NOTARY

ESCAMBIA COUNTY BUILDING INSPECTIONS DIVISION

Form 100.15

Revised 10/6/09



Filing # 70732735 E-Filed 04/16/2018 09:59:08 AM

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA

VS

CASE NO: 2006 CF 006410 A

WILLIAM DEWAYNE POWELL
1112 SWEET BRIAR STREET
CANTONMENT, FL 32533

DIVISION: F
DATE OF BIRTH: 04/05/1969

FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES

On **JANUARY 4, 2018**, an order assessing fines, costs, and additional charges was entered against the Defendant, **WILLIAM DEWAYNE POWELL**. Defendant has failed to make payment in full in accordance with this order. Therefore,

IT IS ADJUDGED that the Escambia County Clerk of the Circuit Court, **190 W GOVERNMENT ST, PENSACOLA, FLORIDA 32502** recover from Defendant those remaining unpaid fines, costs and additional charges in the amount of **\$1,023.00**, which shall bear interest at the rate prescribed by law, **5.72%**, until satisfied.

It is **FURTHER ORDERED AND ADJUDGED** that a lien is hereby created against all currently owned and after acquired property, both real and personal, of the defendant.

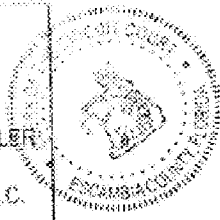
FOR WHICH LET EXECUTION ISSUE.

DONE AND ORDERED in open court/chambers in Pensacola, Escambia County, Florida.


eSigned by CIRCUIT COURT JUDGE J. SCOTT DUNCAN
on 04/16/2018 08:33:26 BBKsw87f

CIRCUIT JUDGE

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE WITNESS MY HAND AND OFFICIAL SEAL PAM CHILDERS CLERK OF THE CIRCUIT COURT & COMPTROLLER ESCAMBIA COUNTY, FLORIDA	
BY <i>Kimi Jacobs</i>	D.C.
DATE: <i>4-16-2018</i>	



(CIT/MBP/CLERK) 424982

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA

VS

CASE NO: 2015 CO 005444 A

WILLIAM DWAYNE POWELL
783 BISON ST
CANTONMENT, FL 32533

DIVISION: IV
DATE OF BIRTH: 04/05/1969

FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES

On **OCTOBER 8, 2015**, an order assessing fines, costs, and additional charges was entered against the Defendant, **WILLIAM DWAYNE POWELL** requiring payment of certain sums for fines, costs, and additional charges. Defendant having failed to make full payment,

IT IS ADJUDGED that the Escambia County Clerk of the Circuit Court, 190 W GOVERNMENT ST, PENSACOLA, FLORIDA 32502 recover from Defendant those remaining unpaid fines, costs and additional charges in the sum of **\$100.00**, the amounts of which shall bear interest at the rate prescribed by law **4.75%** until satisfied.

It is further **ORDERED AND ADJUDGED** that a lien is hereby created against all of the property, both real and personal, of the defendant.

FOR WHICH LET EXECUTION ISSUE.

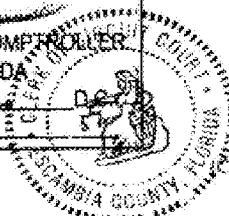
DONE AND ORDERED in open court/chambers in Pensacola, Escambia County, Florida, this

22 day of October, 2015

CLERK OF THE CIRCUIT COURT
PENSACOLA, FLORIDA
2015 OCT 22 P 3:53
CLERK OF THE CIRCUIT COURT
PENSACOLA, FLORIDA
Copy to: DEFENDANT

[Signature]
COUNTY JUDGE

CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY *Kathleen Brannan*
DATE: 10/27/15



2015 OCT 22 P 3:53
CLERK OF THE CIRCUIT COURT
PENSACOLA, FLORIDA
#249841



Electronically Certified Court Record

This is to certify that this is a true and correct copy of the original document, which may have redactions as required by law.

DOCUMENT INFORMATION

Agency Name:	Escambia County Clerk of the Court and Comptroller
Clerk of the Circuit Court:	The Honorable Pam Childers
Date Issued:	2/8/2022 9:50:42 AM
Unique Reference Number:	CAA-CACBBFABBGDBBF-BCADD-BADFAHAFA-DCIAJB-A
Case Number:	172010CA001605XXXXXX
Case Docket:	FINAL JUDGMENT AS TO WILLIAM D POWELL \$93,481.97
Requesting Party Code:	20211501163115
Requesting Party Reference:	DFindley@EscambiaClerk.com

CERTIFICATION

Pursuant to Sections 90.955(1) and 90.902(1), Florida Statutes, and Federal Rules of Evidence 901(a), 901(b)(7), and 902(1), the attached document is electronically certified by The Honorable Pam Childers, Escambia County Clerk of the Court and Comptroller, to be a true and correct copy of an official record or document authorized by law to be recorded or filed and actually recorded or filed in the office of the Escambia Clerk of the Court. The document may have redactions as required by law.

HOW TO VERIFY THIS DOCUMENT

This document contains a Unique Reference Number for identification purposes and a tamper-evident seal to indicate if the document has been tampered with. To view the tamper-evident seal and verify the certifier's digital signature, open this document with Adobe Reader software. You can also verify this document by scanning the QR code or visiting <https://Verify.Clerkecertify.com/VerifyImage>.

**The web address shown above contains an embedded link to the verification page for this particular document.



IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

BRANCH BANKING and TRUST COMPANY,
A North Carolina Banking Corporation

Plaintiff,

CASE NO.: 2010 CA 1605

v.

DIVISION: "C"

FLORIDA RENTAL SOLUTIONS, LLC,
A Florida Limited Liability Company, and
ROBERT A. KENT, SR., and
WILLIAM D. POWELL, individually.

Defendants.

FINAL JUDGMENT

This Matter having come before this Court on Plaintiff's Motion for Summary Judgment on January 3, 2012, and the Plaintiff being represented by counsel and Defendant, William D. Powell, pro se failing to appear for the hearing, and the Court having considered the pleadings and documents filed with this Court, it is therefore:

ORDERED AND ADJUDGED:

1. That this Court has jurisdiction of the subject matter and of the parties and has jurisdiction to render this judgment.
2. That process of service of the Complaint and Summons was acquired on Defendant, William D. Powell on June 25, 2010.
3. The Defendant failed to file any response to Plaintiff's Motion for Summary Judgment and failed to appear at the duly noticed hearing.
4. Plaintiff's relief requested in the Complaint filed herein is hereby GRANTED.

Case: 2010 CA 001605



00029039158

Dkt: CA1036 Pg#: 2


I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY OF AN ORIGINAL ENTRY
IN THE PUBLIC RECORDS OF THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA.
I, CLERK OF THE COURT, HAVE REVIEWED THIS DOCUMENT AND HAVE FOUND IT TO BE A TRUE
AND CORRECT COPY OF THE ORIGINAL ENTRY IN THE PUBLIC RECORDS OF THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA.



Digitally signed by The Honorable Pam Childers
Date: 2022.02.08 09:58:43 -05:00
Escambia County Clerk of the Court and Comptroller
Location: 180 N Government St., Pensacola, FL 32502

5. Plaintiff, Branch Banking & Trust Company, a North Carolina Banking Corporation, 200 West Second Street, Winston-Salem, NC 27101, shall recover from Defendant, William D. Powell, 2314 S. Highway 97, Cantonment, Florida 32533, the following sums to wit: the principal sum of Sixty Nine Thousand Five Hundred Fifty Two and 85/100 (\$69,552.85), interest in the amount of \$19,629.48 (from October 20, 2008 through April 17, 2012 at per diem of \$15.94); and \$3,576.00 in attorneys' fees and \$723.64 in costs for a total of \$93,481.97; together with interest thereon at the rate of 4.75 % per annum from the date of entry of this Judgment for the year of 2012; and the interest rate thereon prescribed by law for the calendar years thereafter, for which let execution issue.

DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida, this 17th day of April, 2012.


HONORABLE LINDA L. NOBLES

A/18/12
MM

Conformed copies to:

/ Suzanne N. Whibbs, Esquire

/ William D. Powell
2314 S. Highway 97
Cantonment, Florida 32533

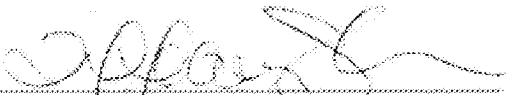
This instrument prepared by and to be returned to:
Jay B. Verona, Esq. / Shumaker, Loop & Kendrick, LLP
101 E. Kennedy Blvd., Suite 2800, Tampa, FL 33602
jverona@shumaker.com; www.shumaker.com
(813) 229-7600

AFFIDAVIT OF JUDGMENT CREDITOR IN SUPPORT OF EXTENSION OF JUDGMENT LIEN

Before me, the undersigned authority, personally appeared Tiffany Shaver, who upon being duly sworn, deposes and says as follows:

1. That I am an Vice President in the Business Loan Recovery Department of Truist Bank f/k/a Branch Banking and Trust Company ("**Truist**").
2. That I am authorized to make this Affidavit on behalf of Truist.
3. That the facts set forth herein are based on my personal knowledge or, alternatively, upon my review of the business records of Truist.
4. That Truist is the holder of and judgment creditor under that certain "Final Judgment" ("**the Judgment**") entered on April 17, 2012, in connection with Case No. 2010-CA-1605, in the Circuit Court of the 1st Judicial Circuit, in and for Escambia County, Florida.
5. That a copy of the Judgment was recorded on May 4, 2012, at O.R. Book 6853, Page 530, in the Public Records of Escambia County, Florida.
6. That Truist's current address with respect to issues relating to the Judgment is 2520 Northwinds Parkway, Suite 400, Alpharetta, GA 30009.
7. That simultaneously with the recording of this affidavit in the Public Records of Escambia County, Florida, Truist is recording a certified copy of the Judgment in the Public Records of Escambia County, Florida.
8. That this affidavit is given pursuant to Sec. 55.10, Fla. Stat.
9. That this concludes my affidavit.

STATE OF GEORGIA
COUNTY OF FULTON


Tiffany Shaver, VP, Business Loan Recovery Dept.
Truist Bank f/k/a Branch Banking and Trust Company

The foregoing instrument was sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 10 day of February, 2022, by Tiffany Shaver as Vice President / Business Loan Recovery Department of Truist Bank f/k/a Branch Banking and Trust Company, a North Carolina corporation, on behalf of the corporation. She is personally known to me and did take an oath.

RESHMI NAMBIAR

NOTARY PUBLIC

Fulton County

State of Georgia

My Comm. Expires Dec. 10, 2024


Notary Public - signature

RESHMI NAMBIAR
Notary's name - type/print

Commission/serial number

DEC-10-2024
My Commission Expires:

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA,

Plaintiff,

CASE: 2010-CF-001325

vs.

William Powell Jr.

Defendant.

Division: K

Case: 2010 CF 001325 A



00022933656

Dkt: CERTLIEN Pg#:


CIVIL LIEN

THIS CAUSE came before the Court for plea on December 01, 2011. Upon the evidence presented, the Court authorized the defendant to serve his sentence in the Work Release Program. The Court determines that \$605.00 is due to **Department of Community Corrections**. Accordingly, pursuant to the provisions of §938.30, Florida Statutes, it is,

ORDERED AND ADJUDGED that the above-named Defendant shall pay Work Release fees arrears to the **Department of Community Corrections**, in the amount of \$605.00 which shall accrue interest at the rate of six percent (6%) per annum.

ORDERED FURTHER that nothing in this Civil Lien will bar any subsequent civil remedy or recovery, but the amount paid under this order shall be a set-off against any subsequent independent civil recovery. Any default in payment of the amount due hereunder may be collected by any means authorized by law for the enforcement of a civil judgment, for which let execution issue.

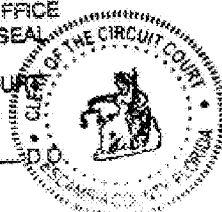
DONE AND ORDERED in Chambers, at Pensacola, Escambia County, Florida,
the 17th day of February 2012.


Terry Ferrell, CIRCUIT JUDGE

cc: Community Corrections- Accounting
William Powell Jr., Defendant
DOB: 11-25-86

CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
ERNIE LEE MAGAHA, CLERK
CIRCUIT COURT AND COUNTY CLERK
ESCAMBIA COUNTY, FLORIDA

BY 



CIRCUIT ORIGINAL DIVISION
FILED & RECORDED
2012 FEB 20 P 3:10
ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

IN THE COUNTY COURT
IN AND FOR ESCAMBIA COUNTY, FLORIDA

LENDMARK FINANCIAL SERVICES
4761-5 BAYOU BLVD
PENSACOLA FL 32503
PLAINTIFF,

Vs.

WILLIAM POWELL
3706 W LEE ST
PENSACOLA FL 32505
DEFENDANT.

CASE NO: 2011 SC 001996
DIVISION: V

ERNIE LEE MAGANA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

2012 JAN 26 P 2:35

COUNTY CIVIL DIVISION
FILED & RECORDED

FINAL JUDGMENT AGAINST
WILLIAM POWELL

THIS CAUSE having come before the Court, and the Court being fully advised in the premises, it is therefore

ORDERED AND ADJUDGED that the Plaintiff LENDMARK FINANCIAL SERVICES hereby recovers from the Defendant WILLIAM POWELL the sum of \$2,110.73, plus prejudgment interest of \$118.19 and costs of \$0.00 for a total of \$2,228.92 that shall bear interest at the rate of 4.75% per annum, for which let execution issue.

DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida this 26th
day of JANUARY, 2012.

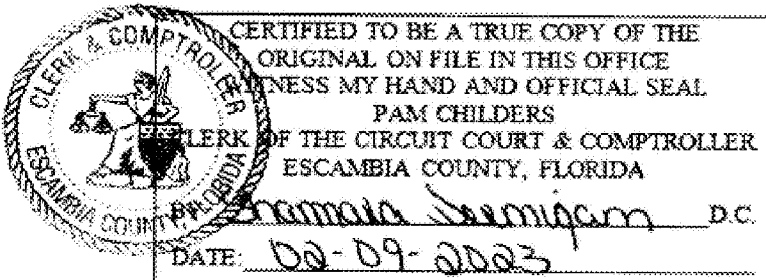
Copies to:

✓LENDMARK FINANCIAL SERVICES

✓WILLIAM POWELL

1-27-12 MJO


County Judge



Case: 2011 SC 001996
00021464129
Dkt: CC1033 Pg#:

COFNLJGDMT (11/2011)

IN THE CIRCUIT COURT IN AND
FOR ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA

VS

CASE NO: 2010 CF 001325 A
DIVISION: K
DATE OF BIRTH: 11/25/1986
SOCIAL SECURITY NBR: [REDACTED]

DEFENDANT: WILLIAM POWELL JR
2787 KING STREET
PENSACOLA FL 32526

Case: 2010 CF 001325 A
00015391033
Dkt: CERTLIEN Pg#:

FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES

On June 22, 2010, an order assessing fines, costs, and additional charges was entered against Defendant requiring payment of certain sums for fines, costs, and additional charges.

Defendant having failed to make full payment,

IT IS ADJUDGED that the Escambia County Clerk of Court, 190 Governmental Center, Pensacola, Florida 32502 recover from Defendant those remaining unpaid fines, costs and additional charges in the sum of \$1,418.00, which includes outstanding public defender fees/liens the amounts of which shall bear interest at the rate prescribed by law (4.75%) until satisfied.

It is further ORDERED AND ADJUDGED that a lien is hereby created against all of the property, both real and personal, of the defendant.

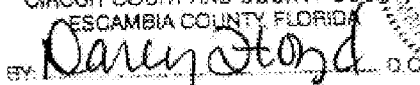
FOR WHICH LET EXECUTION ISSUE.

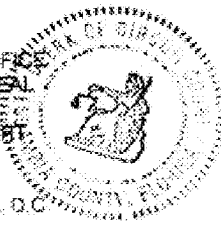
DONE AND ORDERED in open court/chambers in Pensacola, Escambia County, Florida, this 6th day of December, 2011.


CIRCUIT JUDGE

Copy to: DEFENDANT

CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
ERNIE LEE MAGAHA, CLERK
CIRCUIT COURT AND COUNTY COURT,
ESCAMBIA COUNTY, FLORIDA

BY:  D.C.



ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2011 DEC -7 P 3:08
CIRCUIT CRIMINAL
FILED & RECORDED

CFNL/CRRCS (3/2011)

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA

VS

CASE NO: 2015 CF 005331 A

WILLIAM POWELL JR
1787 KING ST
PENSACOLA, FL 32526

DIVISION: D
DATE OF BIRTH: 11/25/1986

FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES

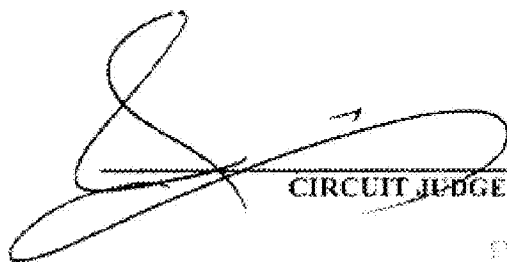
On APRIL 26, 2016, an order assessing fines, costs, and additional charges was entered against the Defendant, WILLIAM POWELL JR. Defendant has failed to make payment in full in accordance with this order. Therefore,

IT IS ADJUDGED that the Escambia County Clerk of the Circuit Court, 190 W GOVERNMENT ST, PENSACOLA, FLORIDA 32502 recover from Defendant those remaining unpaid fines, costs and additional charges in the amount of \$783.00, which shall bear interest at the rate prescribed by law, 4.78%, until satisfied.

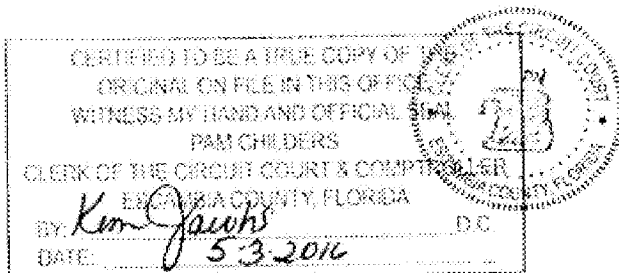
It is FURTHER ORDERED AND ADJUDGED that a lien is hereby created against all currently owned and after acquired property, both real and personal, of the defendant.

FOR WHICH LET EXECUTION ISSUE.

DONE AND ORDERED in open court/chambers in Pensacola, Escambia County, Florida, this 29th
day of April, 2016.


CIRCUIT JUDGE

Copy to: DEFENDANT



CLERK OF CIRCUIT COURT
190 W GOVERNMENT ST
PENSACOLA, FLORIDA 32502
MAY 29 PM 2:30
CLERK OF CIRCUIT COURT
(CIRCUIT CLERK'S HOURS: 8:30-5:00)

Filing # 84732519 E-Filed 02/11/2019 03:07:04 PM

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA

VS

CASE NO: 2016 CF 003972 A

WILLIAM POWELL JR
1545 NORTH J ST
PENSACOLA, FL 32501

DIVISION: F
DATE OF BIRTH: 11/25/1986

FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES


On **FEBRUARY 7, 2019**, an order assessing fines, costs, and additional charges was entered against the Defendant, **WILLIAM POWELL JR**. Defendant has failed to make payment in full in accordance with this order. Therefore,

IT IS ADJUDGED that the Escambia County Clerk of the Circuit Court, **190 W GOVERNMENT ST, PENSACOLA, FLORIDA 32502** recover from Defendant those remaining unpaid fines, costs and additional charges in the amount of **\$918.00**, which shall bear interest at the rate prescribed by law, **6.33%**, until satisfied.

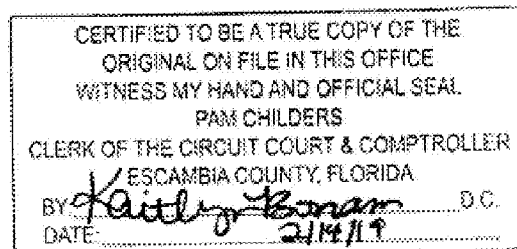
It is **FURTHER ORDERED AND ADJUDGED** that a lien is hereby created against all currently owned and after acquired property, both real and personal, of the defendant.

FOR WHICH LET EXECUTION ISSUE.

DONE AND ORDERED in open court/chambers in Pensacola, Escambia County, Florida.


Signed by CIRCUIT COURT JUDGE JEFFREY BURKE
on 02/11/2019 12:43:25 local time

CIRCUIT JUDGE



Filing # 95950947 E-Filed 09/19/2019 09:27:55 AM

IN THE COUNTY COURT IN AND FOR
ESCAMBIA COUNTY, FLORIDA

CONSUMER FINANCIAL SERVICES
6219 N. Palafox Street, Suite E
Pensacola, FL 32503
cfsfopensacola@yahoo.com

Plaintiff,

vs.

Case No. 2019 SC 003834
Division 5

WILLIAM POWELL
3706 W. Lee Street
Pensacola, FL 32505

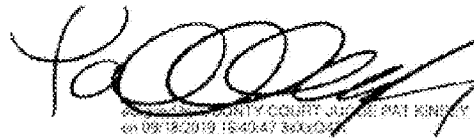
Defendant.

FINAL JUDGMENT

At a Small Claims Pretrial Conference in open court on September 11, 2019, the plaintiff appeared but the defendant did not after proper service. As a result, the plaintiff is entitled to a Final Judgment and it is therefore

ORDERED AND ADJUDGED that plaintiff shall recover from defendant \$945.82 which shall accrue interest at the rate of 6.77% per annum for which let execution issue.

DONE AND ORDERED this 18th day of September 2019 in chambers, nunc pro tunc to September 11, 2019, as announced in open court, Pensacola, Escambia County, Florida.



ESCAMBIA COUNTY COURT CLERK PAM KINNEY
on 09/18/2019 16:40:47 3640237

cc: Plaintiff: cfsfopensacola@yahoo.com
Defendant

Recorded in Public Records 7/7/2020 4:08 PM OR Book 8327 Page 127,
Instrument #2020054877, Pam Childers Clerk of the Circuit Court Escambia
County, FL

Filing # 109864297 E-Filed 07/07/2020 11:12:26 AM

IN THE COUNTY COURT, IN AND FOR ESCAMBIA COUNTY, FLORIDA

PROGRESSIVE SELECT INSURANCE
COMPANY, as Subrogee for
Edward Lewis, Jr.,
P.O. Box 89480, Cleveland, OH 44101
Plaintiff,

vs.

CASE NO.: 2020-SC-000115

SHAMIM G. POWELL and
WILLIAM D. POWELL
2621 Long Leaf Drive
Pensacola, FL 32526

Defendants.

FINAL JUDGMENT

At a Small Claims Pretrial Conference on February 12, 2020, the plaintiff appeared but the defendants did not after proper Notice. Therefore, the plaintiff is entitled to a Final Judgment and it is

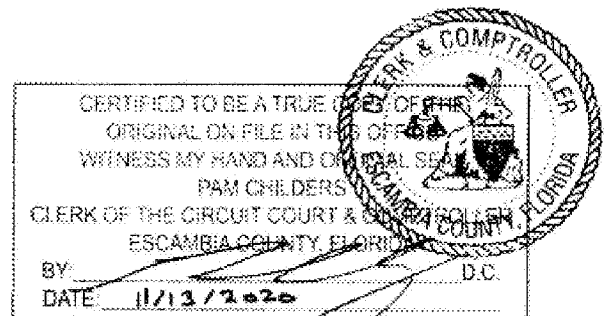
ORDERED AND ADJUDGED that Plaintiff, PROGRESSIVE SELECT INSURANCE COMPANY, P.O. Box 89480, Cleveland, OH 44101, shall recover from the Defendants, SHAMIM G. POWELL, Social Security Number is [REDACTED] and WILLIAM D. POWELL, Social Security Number is [REDACTED] \$3,326.97 plus costs in the amount of \$525.00, and interest in the amount of \$772.88, for the sum of \$4,624.85, which shall bear interest at the rate of 6.66% a year, for which let execution issue.

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


JUDICIAL COUNTY COURT JUDGE PAT KINSEY
on 07/07/2020 09:03:42 a5sacxfl.com

Copies Furnished to:

- Ms. Shamim G. Powell, 2621 Long Leaf Drive, Pensacola, FL 32526
- Mr. William D. Powell, 2621 Long Leaf Drive, Pensacola, FL 32526
- Steven J. Jacobson, Esq., sjlaw@bellsouth.net, Attorney for Plaintiff



IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

2008 AUG -5 A 11:36

William Howard Crews and wife, Julia G. Crews,

Plaintiffs,

CIRCUIT CIVIL DIVISION
FILED & RECORDED

vs.

Annie Powell, William Powell,
Berniece Borden and James Johnson,

Defendants.

-----Case No. 2008 CA 000581 Division "K"

SUMMARY FINAL JUDGMENT

THIS MATTER came before the Court upon the Motion For Summary Judgment of the Plaintiffs, **William Howard Crews and wife, Julia G. Crews** against the Defendants **Annie Powell, William Powell, Berniece Borden and James Johnson**. The Plaintiffs complaint is one for judgment for possession of real property and to quiet and confirm the title to said real property in the Plaintiffs. The Court has reviewed the pleadings together with supporting affidavits and exhibits and finds that there is no genuine issue as to any material fact and the Plaintiffs are entitled to a judgment as a matter of law.

THEREFORE, IT IS HEREBY ORDERED AND ADJUDGED:

1. **William Howard Crews and wife, Julia G. Crews** (herein referred to as "**Crews**") own the real property described below, located in Escambia County, Florida to-wit:

Case: 2008 CA 000581



00043397220

Dkt: CA1036 Pg#:

Lot 16, Block 81, New City Tract, City of Pensacola, Escambia County, Florida

The street address of which is 1010 E. LaRua Street, Pensacola, FL 32501. This real property is herein referred to as the "**Crews Land**".

2. The Defendants, **Annie Powell, William Powell, Berniece Borden and James Johnson**, own the real property described below, located in Escambia County, Florida to-wit:

Lot 15, Block 81, New City Tract, City of Pensacola, Escambia County, Florida

This real property is herein referred to as the "**Defendants' Land**".

3. The Defendants' Land abuts the Crews Land along the eastern boundary of the Crews Land, which is the western boundary of the Defendants' Land. Crews and the Defendants share a common boundary line.

4. The location of the eastern boundary of the Crews Land is set forth in the survey of the Crews Land performed by Empire Land Surveying, Inc. dated July 23, 2007 (herein referred to as the "**Empire Survey**"). A reduced copy of this survey is attached as an exhibit to this Final Judgment.

5. The title of the Crews to the Crews Land is a good title against the claims or purported claims of the Defendants **Annie Powell, William Powell, Berniece Borden and James Johnson**.

6. The Plaintiffs, **Howard Crews and wife, Julia G. Crews** are entitled to immediate possession of the Crews Land and are entitled to a Writ of Possession

placing them in possession of their property. The Clerk is directed to issue such a Writ of Possession.

7. It is adjudged that Plaintiffs, **Howard Crews and wife, Julia G. Crews** of 1010 E. LaRua Street, Pensacola, FL 32501 recover from Defendants, **Annie Powell, William Powell, Berniece Borden and James Johnson** costs in the sum of \$495.00, for which let execution issue.

8. The Court reserves jurisdiction to enforce this Final Judgment.

DONE AND ORDERED in Chambers at Milton, Escambia County, Florida, on this 5th day of August, 2008.


TERRY D. TERRALL, CIRCUIT JUDGE

Copies to:

 Jack Locklin, Jr.
Jack Overman

RCD Jul 01, 2004 01:07 pm
Escambia County, Florida

IN THE COUNTY COURT IN AND
FOR ESCAMBIA COUNTY
190 GOVERNMENTAL CENTER
PENSACOLA, FLORIDA

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-258192

STATE OF FLORIDA

CASE NO: 2004 CD 023412 A
CITATION NO: 08211
W/M DOB: 04/05/1969

VS

WILLIAM DWAYNE POWELL
2314 HIGHWAY 97 S
CANTONMENT FL 32533

JUDGMENT AGAINST DEFENDANT FOR ANIMAL CONTROL FINES AND COSTS

It is hereby ordered and adjudged that the above-named defendant shall pay to ESCAMBIA COUNTY, a political subdivision of the State of Florida, the sum of \$29.00, plus \$10.00 delinquent fee payable to the Clerk of the Court, for a total of \$39.00, which the Court has determined to be the defendant's liability for civil infraction under animal control law per FS 828.27, and related costs.

It is further ordered and adjudged that, in accordance with Section 828.27, Florida Statutes, a lien is hereby created against all of the property, both real and personal, of the defendant and his/her estate, in the amount aforesaid, in favor of the aforesaid county and shall bear interest at the rate set out in s.55.03 Florida Statutes, for which let execution issue.

DONE AND ORDERED this 25 day of June, 2004.

Judge

ONE OF THE FOLLOWING MUST BE EXECUTED

I hereby acknowledge receipt of a copy of this judgment.

Defendant's Signature

I do hereby certify that copy of hereof had been furnished to defendant by delivery mail this 30th day of June, 2004

Ernie Lee Magaha
Clerk of the Circuit Court
Escambia County Florida

By: Betty C. Christopoulos
Deputy Clerk



Recorded in Public Records 04/14/2011 at 09:07 AM OR Book 6710 Page 122,
Instrument #2011024606, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL

In the County Court
In and for Escambia County, Florida

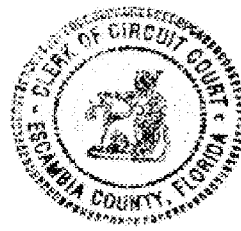
Case No.: 2011 SC 000094
Division: County Civil - V

Barclays Bank Delaware,
Plaintiff,

vs.

William Powell,
Defendant.

"CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
ERNIE LEE MAGAHA, CLERK
CIRCUIT COURT AND COUNTY COURT
ESCAMBIA COUNTY, FLORIDA"
BY: Chantalle Smith C.C.



ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

2011 APR 12 P 2:1

COUNTY CIVIL DIVISION
FILED & RECORDED

FINAL JUDGMENT

The Court, after consideration of Plaintiff's Motion for Final Judgment, orders that:

1. Plaintiff, Barclays Bank Delaware, Post Office Box 19359, Plantation, FL 33318, recover from Defendant, William Powell,

Principal	\$2,262.43
Costs	\$300.00
Prejudgment Interest	\$0.00
Attorneys' Fees	\$ 1,000.00
TOTAL	\$ 3,562.43

all of which shall bear interest at 6% per annum, for which let execution issue.

2. Defendant shall complete, under oath, FRCP Form 1.977 (Fact Information Sheet), including required attachments and the Spouse Related Portion (if appropriate), and serve it on Jacobson, Sobo & Moselle, within 45 days of the date of this judgment, unless it is satisfied or post-judgment discovery is stayed.
3. Jurisdiction of this case is retained to enter further orders proper to compel Defendant to complete Form 1.977 including all required attachments, and serve it on Jacobson, Sobo & Moselle.

Ordered on April 12, 2011, in Escambia County, Florida.

Patricia A. Kinsey
Judge Patricia A. Kinsey

I certify that copies of this judgment were furnished to: Jacobson, Sobo & Moselle, Post Office Box 19359, Plantation, Florida 33318 (JSM File #: 215070); William Powell, 2314 South Highway 97, Cantonment, FL 32533

By: _____

Date: _____

Case: 2011 SC 000094

00082442155

pkt: CC1033 Pg#:

Recorded in Public Records 04/13/2010 at 02:57 PM OR Book 6579 Page 1543,
Instrument #2010023060, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

BB&T EQUIPMENT FINANCE CORPORATION f/k/a
BB&T LEASING CORPORATION,
5130 Parkway Plaza Boulevard
Charlotte, NC 28217

Plaintiff,

v.

CASE NO.: 2009-CA-001487

FLORIDA RENTAL SOLUTIONS, LLC,
ROBERT A. KENT, SR.,
ROBERT A. KENT, JR., and,
WILLIAM DWAYNE POWELL,

Defendants.

ERNE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2009-5 P 3-31
CIRCUIT COURT DIVISION
FILED & RECORDED

FINAL JUDGMENT AS TO ALL COUNTS AS TO WILLIAM DWAYNE POWELL

THIS MATTER, having come on to be heard on Plaintiff's Motion for Summary Judgment Against Defendant, William Dwayne Powell, as to All Counts, the Court having heard arguments of counsel and considered same, it is

ORDERED AND ADJUDGED that Plaintiff, BB&T Equipment Finance Corporation f/k/a BB&T Leasing Corporation, recover from Defendant, William Dwayne Powell, 2314 Highway 97, Cantonment, FL 32533, the sum of \$23,136.55 on principal, plus interest in the amount of \$3,360.20 through March 15, 2010 plus interest at the rate of \$6.34 per day through the date of this Final Judgment as to Count I; \$36,984.97 on principal plus interest in the amount of \$5,368.90 through March 15, 2010 plus interest at the rate of \$10.13 per day through the date of this Final Judgment as to Count II, \$43,381.11 on principal plus interest in the amount of \$6,301.70 through March 15, 2010 plus interest at the rate of \$11.89 per day through the date of this Final Judgment as to Count III, \$10,920.50 for

Case: 2009 CA 001487



00042575968

Dkt: CA1036 Pg#: 7

43

attorneys' fees, which the Court hereby finds are reasonable fees, with costs in the sum of \$440.00, making a total of \$129,893.93, as of March 15, 2010, plus the abovefore mentioned per diem rates until the date of the entry of this judgment which shall bear interest at the rate of 6% from the date of the entry of this Final Judgment, for which let execution issue.

DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida this

1st day of April, 2010.


KENNETH L. WILLIAMS
CIRCUIT JUDGE


Conformed copies to:

Sally B. Fox, Esquire

John L. Wilkins, Esquire
221 East Government Street
Pensacola, Florida 32502

John B. Trawick, Esquire
25 W. Government Street
Pensacola, Florida 32502

Prepared by:
Sally B. Fox, Esquire
Emmanuel, Sheppard & Condon
30 South Spring Street
Pensacola, FL 32502

"CERTIFIED TO BE A TRUE COPY
OF THE ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
ERNIE LEE MAGANA, CLERK
CIRCUIT COURT AND COUNTY COURT
ESCAMBIA COUNTY, FLORIDA

BY: 
DATE: 4/12/10



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

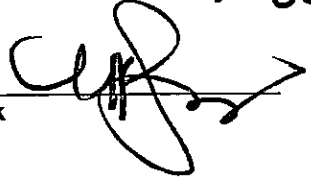
**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 091291000 Certificate Number: 003997 of 2022**

**Payor: WILLIAM DWAYNE POWELL 2621 LONGLEAF DR PENSACOLA, FL 32526 Date
7/22/2024**

Clerk's Check # 1
Tax Collector Check # 1

Clerk's Total	\$490.20
Tax Collector's Total	\$8,687.22
Postage	\$139.40
Researcher Copies	\$0.00
Recording	\$10.00
Prep Fee	\$7.00
Total Received	\$9,333.82

**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>**

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