



# CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

DR-513  
Rule 12D-16.002 F.A.C  
Effective 07/19  
Page 1 of 2

0125.05

## Part 1: Tax Deed Application Information

Applicant Name Applicant Address	JUAN C CAPOTE MIKON FINANCIAL SERVICES, INC. AND OCEAN BANK 780 NW 42 AVE #204 MIAMI, FL 33126	Application date	Apr 17, 2024
Property description	MURPHY THOMAS R & REGINA SUE 4675 POINCIANA DR PENSACOLA, FL 32526 4675 POINCIANA DR 09-2194-000 LT 11 BLK E AVONDALE S/D PB 5 P 32 OR 6005 P 496	Certificate #	2022 / 4122
		Date certificate issued	06/01/2022

(H)

## 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)
# 2022/4122	06/01/2022	549.34	27.47	576.81
<b>→Part 2: Total*</b>				<b>576.81</b>

## 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)
# 2023/4164	06/01/2023	550.59	6.25	36.59	593.43
<b>Part 3: Total*</b>					<b>593.43</b>

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	1,170.24
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	488.57
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. <b>Total Paid (Lines 1-6)</b>	<b>2,033.81</b>

I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.

Sign here:   
Signature, Tax Collector or Designee

Escambia, Florida

Date April 25th, 2024

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

46.25

<b>Part 5: Clerk of Court Certified Amounts (Lines 8-14)</b>	
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. <b>Total Paid (Lines 8-13)</b>	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	26,690.50
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>01/08/2025</u> Signature, Clerk of Court or Designee	

**INSTRUCTIONS**

**Tax Collector (complete Parts 1-4)**

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

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

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

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

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

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

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

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

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

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

**Clerk of Court (complete Part 5)**

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

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

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2400407

To: Tax Collector of ESCAMBIA COUNTY, Florida

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

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

Account Number	Certificate No.	Date	Legal Description
09-2194-000	2022/4122	06-01-2022	LT 11 BLK E AVONDALE S/D PB 5 P 32 OR 6005 P 496

I agree to:

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

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

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

04-17-2024  
Application Date

\_\_\_\_\_  
Applicant's signature




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

**Buildings**

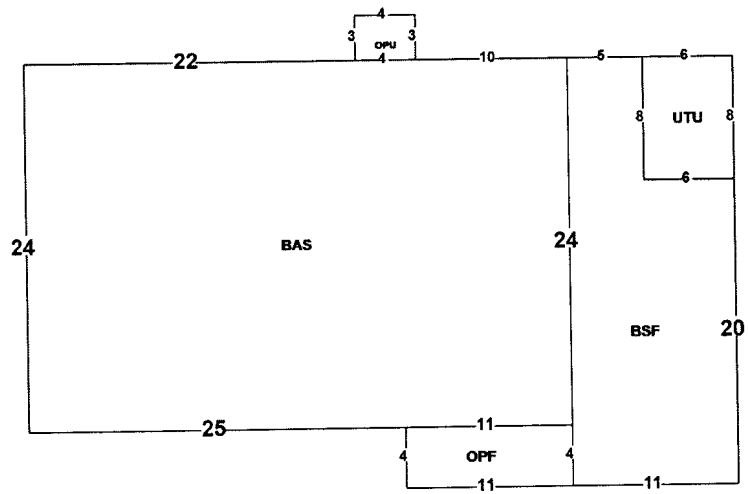
Address: 4675 POINCIANA DR, Year Built: 1960, Effective Year: 1980, PA Building ID#: 100089

**Structural Elements**

**DECOR/MILLWORK-AVERAGE**  
**DWELLING UNITS-1**  
**EXTERIOR WALL-VINYL SIDING**  
**FLOOR COVER-CARPET**  
**FOUNDATION-SLAB ON GRADE**  
**HEAT/AIR-CENTRAL H/AC**  
**INTERIOR WALL-PANEL-PLYWOOD**  
**NO. PLUMBING FIXTURES-3**  
**NO. STORIES-1**  
**ROOF COVER-COMPOSITION SHG**  
**ROOF FRAMING-GABLE**  
**STORY HEIGHT-0**  
**STRUCTURAL FRAME-WOOD FRAME**

 Areas - 1228 Total SF

**BASE AREA - 864**  
**BASE SEMI FIN - 260**  
**OPEN PORCH FIN - 44**  
**OPEN PORCH UNF - 12**  
**UTILITY UNF - 48**



**Images**



10/26/2023 12:00:00 AM

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

Last Updated: 05/03/2024 (rc.1888)

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **MIKON FINANCIAL SERVICES INC AND OCEAN BANK** holder of **Tax Certificate No. 04122**, issued the **1st** day of **June, A.D., 2022** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

**LT 11 BLK E AVONDALE S/D PB 5 P 32 OR 6005 P 496**

**SECTION 01, TOWNSHIP 2 S, RANGE 31 W**

**TAX ACCOUNT NUMBER 092194000 (0125-05)**

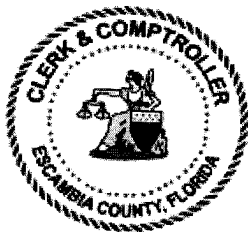
The assessment of the said property under the said certificate issued was in the name of

**THOMAS R MURPHY and REGINA SUE MURPHY**

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **second** Wednesday in the month of January, which is the **8th day of January 2025**.

Dated this 1st day of May 2024.

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



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk



**PROPERTY INFORMATION REPORT**  
3050 Concho Drive, Pensacola, Florida 32507 | Phone: 850-466-3077

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 09-2194-000 CERTIFICATE #: 2022-4122

THIS REPORT IS NOT TITLE INSURANCE. THE LIABILITY FOR ERRORS OR OMISSIONS IN THIS REPORT IS LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of record of the land described herein together with current and delinquent ad valorem tax information and a listing and copies of all open or unsatisfied leases, mortgages, judgments and encumbrances recorded in the Official Record Books of Escambia County, Florida that appear to encumber the title to said land as listed on page 2 herein. It is the responsibility of the party named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately.

**This Report is subject to:** Current year taxes; taxes and assessments due now or in subsequent years; oil, gas, and mineral or any subsurface rights of any kind or nature; easements, restrictions and covenants of record; encroachments, overlaps, boundary line disputes, and any other matters that would be disclosed by an accurate survey and inspection of the premises.

This Report does not insure or guarantee the validity or sufficiency of any document attached, nor is it to be considered a title insurance policy, an opinion of title, a guarantee of title, or as any other form of guarantee or warranty of title.

Use of the term "Report" herein refers to the Property Information Report and the documents attached hereto.

Period Searched: September 6, 2004 to and including September 6, 2024 Abstractor: Mike Campbell

BY

Michael A. Campbell,  
As President

Dated: September 16, 2024

**PROPERTY INFORMATION REPORT**  
**CONTINUATION PAGE**

September 16, 2024

Tax Account #: **09-2194-000**

1. The Grantee(s) of the last deed(s) of record is/are: **THOMAS R MURPHY AND REGINA SUE MURPHY**

**By Virtue of Warranty Deed recorded 10/4/2006 in OR 6005/496**

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 Compass Bank recorded 10/4/2006 OR 6005/503**
  - b. **Lien in favor of the Emerald Coast Utilities Authority recorded 12/2/2019 – OR 8207/1856**
  - c. **Judgment in favor of Portfolio Recovery Associates, LLC recorded 4/14/2014 – OR 7158/206**
  - d. **Judgment in favor of Midland Funding, LLC recorded 11/21/2016 – OR 7625/625**
  - e. **Judgment in favor of Precision Recovery Analytics, Inc. recorded 5/2/2011 – OR 6715/1063**
  - f. **Judgment in favor of Onemain Financial Group, LLC recorded 11/3/2022-OR 8884/1388**

4. Taxes:

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

**Tax Account #: 09-2194-000**

**Assessed Value: \$53,381.00**

**Exemptions: HOMESTEAD**

5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): **NONE**

Payment of any special liens/assessments imposed by City, County, and/or State.

Note: Escambia County and/or local municipalities may impose special liens/assessments. These liens/assessments are not discovered in a title search or shown above. These special assessments typically create a lien on real property. The entity that governs subject property must be contacted to verify payment status.





**CONTINUED FROM PAGE 3**

**PRECISION RECOVERY ANALYTICS, INC.  
101 GATEWAY CENTRE PARKWAY  
RICHMOND, VA 23235**

**THOMAS MURPHY JR  
10141 ISAACS LN  
PENSACOLA, FL 32526-4516**

**ONEMAIN FINANCIAL GROUP LLC  
601 NW 2<sup>nd</sup> ST.  
EVANSVILLE, IN 47708**

**Certified and delivered to Escambia County Tax Collector, this 16<sup>th</sup> day of September, 2024.**

**PERDIDO TITLE & ABSTRACT, INC.**

A handwritten signature in black ink, appearing to read "Michael A. Campbell", written in a cursive style.

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

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

**PROPERTY INFORMATION REPORT**

**September 16, 2024**

**Tax Account #:09-2194-000**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**LT 11 BLK E AVONDALE S/D PB 5 P 32 OR 6005 P 496**

**SECTION 01, TOWNSHIP 2 S, RANGE 31 W**

**TAX ACCOUNT NUMBER 09-2194-000(0125-05)**

Prepared by  
Jami Duriga, an employee of  
First American Title Insurance Company  
1065 Airport Road, Suite 200  
Pensacola, Florida 32504  
(850)473-6044

Return to: Grantor

File No.: 1005-1329816

## **WARRANTY DEED**

This indenture made on **September 28, 2006** A.D., by

**Shannon R. Harris and Russell L. Harris, wife and husband**

whose address is: **3262 Able Avenue, Pace, FL 32571**  
hereinafter called the "grantor", to

**Thomas R. Murphy and Regina Sue Murphy, husband and wife**

whose address is: **4675 Poinciana Drive, Pensacola, FL 32526**  
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

**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**, to-wit:

Lot 11, Block E, of AVONDALE SUBDIVISION, Part A, according to the Plat thereof as recorded in Plat Book 5, Page 32, of the Public Records of Escambia County, Florida.

Parcel Identification Number: **01-25-31-2000-011-005**

**Subject to** all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any way 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 31st of 2005.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

Shannon R. Harris  
Shannon R. Harris

Russell L. Harris  
Russell L. Harris

Signed, sealed and delivered in our presence:

Teri Kitchen  
Witness Signature

Print Name: TERI KITCHEN

Jami Duzer  
Witness Signature

Print Name: Jami Duzer

State of **FL**

County of **Escambia**

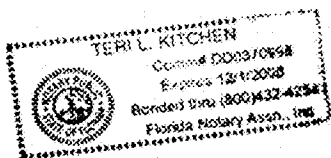
The Foregoing Instrument Was Acknowledged before me on **September 28, 2006**, by **Shannon R. Harris and Russell L. Harris, wife and husband** who is/are personally known to me or who has/have produced a valid driver's license as identification.

Teri Kitchen  
NOTARY PUBLIC

TERI KITCHEN

Notary Print Name

My Commission Expires: \_\_\_\_\_



**ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (OSTDS)  
ESCAMBIA COUNTY HEALTH DEPARTMENT**

ATTENTION: Pursuant to Escambia County Code of Ordinances 99-36, in accordance with Section 1-29.180(5) of this Ordinance, the Escambia Health Department (ECHD) must conduct an assessment of the Onsite Sewage Treatment and Disposal System (OSTDS) (Septic Tank) prior to the sale of Property. An approval letter issued by the ECHD must be presented at closing or the property sale or transfer of title.

Legal Address of Property: **4675 Poinciana Drive, Pensacola, Florida 32526**

Buyer/Seller are aware that the property is on a ( X ) Sewer System ( ..... ) Septic Tank

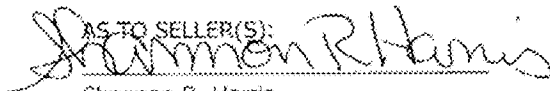
APPROVAL LETTER ATTACHED HERETO ( ..... )

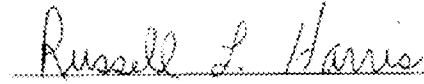
APPROVAL LETTER NOT REQUIRED - PROPERTY NORTH OF WELL LINE ROAD ( ..... )

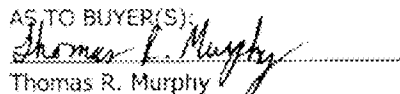
APPROVAL LETTER NOT REQUIRED - PROPERTY IS UNIMPROVED ( ..... )

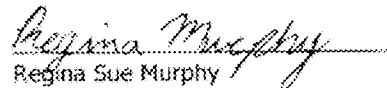
This form completed by:

First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504

AS TO SELLER(S):  
  
Shannon R. Harris

  
Russell L. Harris

AS TO BUYER(S):  
  
Thomas R. Murphy

  
Regina Sue Murphy

1329816

**RESIDENTIAL SALES  
ABUTTING ROADWAY  
MAINTENANCE DISCLOSURE**

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

Name of Roadway: Poinciana Drive

Legal Address of Property: **4675 Poinciana Drive, Pensacola, Florida 32526**

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

This form completed by: **First American Title Insurance Company  
2065 Airport Road, Suite 200  
Pensacola, Florida 32504**

*Signed, sealed and delivered in our presence:*

*Teri Kitchen*  
Witness Signature

Print Name: TERI KITCHEN

*Jami Dunger*  
Witness Signature

Print Name: Jami Dunger

*Shannon R. Harris*  
Shannon R. Harris

*Russell L. Harris*  
Russell L. Harris

*Thomas R. Murphy*  
Thomas R. Murphy

*Regina Sue Murphy*  
Regina Sue Murphy

THIS FORM APPROVED BY THE  
ESCAMBIA COUNTY BOARD  
OF COUNTY COMMISSIONERS  
Effective: 4/15/95

Return To:

Compass Bank  
P.O. Box 10343  
Birmingham, AL 35203

This document was prepared by:

Mary Hartman  
10060 Skinner Lake Drive  
Jacksonville, FL 32246

[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 September 28, 2006 together with all Riders to this document.
- (B) "Borrower" is THOMAS R. MURPHY and REGINA SUE MURPHY, husband and wife

Borrower is the mortgagor under this Security Instrument.

(C) "Lender" is COMPASS BANK

Lender is a n ALABAMA STATE BANK  
organized and existing under the laws of THE STATE OF ALABAMA

30MURPHY TRCGM2

FLORIDA - Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3010 1/01

6(FL) (2005.02)

Page 1 of 10

SEE MORTGAGE FORMS - (2006 21-1726)

Initials T.R.M. R.S.M.



Lender's address is P.O. BOX 13345  
BIRMINGHAM, AL 35202

Lender is the mortgagee under this Security Instrument.

(D) "Note" means the promissory note signed by Borrower and dated September 28, 2006

The Note states that Borrower owes Lender One Hundred Thousand Three Hundred Ninety Five and 00/100

(U.S. \$100,395.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than October 1, 2036

(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]:

- Adjustable Rate Rider
- Balloon Rider
- VA Rider
- Condominium Rider
- Planned Unit Development Rider
- Biweekly Payment Rider
- Second Home Rider
- 1-4 Family Rider
- Other(s) [specify]

(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) "Escrow Items" means those items that are described in Section 3.

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

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

30MURPHY TRCGM2

UAB-6 (FL) (09/01) 02

Initials *J.R.M.*  
*B.S.M.*

(O) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 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 the COUNTY [Type of Recording Jurisdiction]

of Escambia [Name of Recording Jurisdiction]  
Lot 11, Block E, of AVONDALE SUBDIVISION, Part A, according to the Plat thereof as recorded in Plat Book 5, Page 32, of the Public Records of Escambia County, Florida.

Parcel ID Number: 01-25-31-2000-011-005  
4675 POINCIANA DRIVE  
PENSACOLA  
("Property Address")

which currently has the address of [Street]  
[City], Florida 32526 [Zip Code]

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."

30MURPHY TRCGM2

6 (FL) (6005) 02

T.R.M.  
R.S.M.

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

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

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

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.**

Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for escrow items pursuant to Section 3. 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 payment is insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.**

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

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment

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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. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds"); to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest

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shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**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. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

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.

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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.

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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 attorney's 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.

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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. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

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

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

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

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

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

**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

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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.

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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 18 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

30MURENY TRCGM2

FORM 6 (FL) 08/05, 02

initials T.R.M.  
R.S.M

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, instrumentally 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 RFSFA 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.

30MURPHY TRCGM2

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T.R.M.

R.S.M

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.

30MURPHY TRCGM2

6 (FL) (08/01/02)

Initials: J.R.M.

R.S.M

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:

*Shane Underwood*  
SHANE UNDERWOOD

*Thomas E. Murphy* ..... (Seal)  
THOMAS E. MURPHY ..... -Borrower

*Teri Kitchen*  
TERI KITCHEN

6220 SONDU AVENUE LOT A  
PENSACOLA, FL 32526 ..... (Address)

*Regina Murphy* ..... (Seal)  
REGINA SUE MURPHY ..... -Borrower

6220 SONDU AVENUE LOT A,  
PENSACOLA, FL 32526 ..... (Address)

..... (Seal)  
..... -Borrower

..... (Seal)  
..... -Borrower

(Address)

(Address)

..... (Seal)  
..... -Borrower

..... (Seal)  
..... -Borrower

(Address)

(Address)

..... (Seal)  
..... -Borrower

..... (Seal)  
..... -Borrower

(Address)

(Address)

**ESCAMBIA**

STATE OF FLORIDA,

The foregoing instrument was acknowledged before me this  
THOMAS R. MURPHY, REGINA SUE MURPHY

County ss:

SEP 28 2006

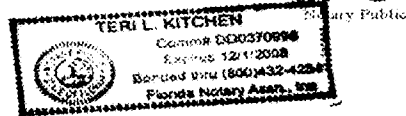
by

**A VALID DRIVERS LICENSE**

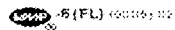
who is personally known to me or who has produced

as identification.

*Teri L. Kitchen*



30MURPHY TRCSM2



Initials *T.R.M.*  
*R.S.M.*

This Instrument Was Prepared  
By And Is To Be Returned To:  
PROCESSING,  
Emerald Coast Utilities Authority  
9255 Sturdevant Street  
Pensacola, Florida 32514-0311

**NOTICE OF LIEN**



**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

Notice is hereby given that the EMERALD COAST UTILITES AUTHORITY has a lien against the following described real property situated in Escambia County, Florida, for water, wastewater and/or sanitation service provided to the following customer:

Legal Description  
LT 11 BLK E AVONDALE S/D PB 5 P 32 OR 6005 P 496

Customer: THOMAS R MURPHY

Account Number: 277167-72294

Amount of Lien: \$370.98, together with additional unpaid utility service charges, if any, which may accrue subsequent to the date of this notice and simple interest on unpaid charges at 18 percent per annum, or at such lesser rate as may be allowed by law.

This lien is imposed in accordance with Section 159.17, Florida Statutes, Chapter 92-248, Laws of Florida, as amended and Emerald Coast Utilities Authority Resolution 87-10, as amended, and this lien shall be prior to all other liens on such lands or premises except the lien of state, county, and municipal taxes and shall be on a parity with the lien of such state, county, and municipal taxes.

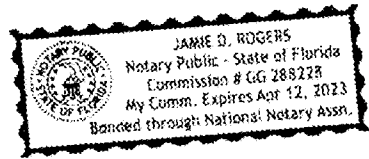
Provided however, that if the above-named customer has conveyed said property by means of deed recorded in the public records of Escambia County, Florida, prior to the recording of this instrument, or if the interest of the above-named customer is foreclosed by a proceeding in which notice of lis pendens has been filed prior to the recording of this instrument, this lien shall be void and of no effect.

Dated: 11/21/19

EMERALD COAST UTILITIES AUTHORITY  
BY: Carol Gardner

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this 21st day of NOVEMBER, 2019, by CAROL GARDNER of the Emerald Coast Utilities Authority, who is personally known to me and who did not take an oath.



Jamie D. Rogers  
Notary Public - State of Florida

RWK:js  
Revised 05/31/11



Recorded in Public Records 04/14/2014 at 12:48 PM OR Book 7158 Page 206, Instrument #2014025677, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

Recorded in Public Records 03/20/2014 at 04:14 PM OR Book 7147 Page 1983, Instrument #2014018985, Pam Childers Clerk of the Circuit Court Escambia County, FL

IN THE COUNTY COURT IN AND FOR  
ESCAMBIA COUNTY, FLORIDA

CASE NO.: 2011 CC 002158

PORTFOLIO RECOVERY ASSOCIATES, LLC

Plaintiff,

FINAL JUDGMENT

vs.

TOM MURPHY

Defendant(s)

2014 MAR 20 A 03:33  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

IT IS HEREBY ORDERED AND ADJUDGED THAT:

Plaintiff whose address is 140 CORPORATE BLVD, SUITE 100 NORFOLK, VA 23502 shall recover from Defendant, TOM MURPHY, the principal sum of \$7,011.83, court costs in the amount of \$0.00, interest in the amount of \$471.64, that shall bear interest at the rate of 4.75% per annum, for all of the above let execution issue. The interest rate will adjust in accordance with section 55.03, Florida Statutes.

IT IS FURTHER ORDERED AND ADJUDGED THAT:

The Defendant shall complete under oath the Fact Information Sheet (Florida Rules of Civil Procedure Form 1.977) including all required attachments, and return it to the Plaintiff's attorney, within 45 days from the date of this Judgment, unless the Judgment is satisfied or a post judgment discovery is stayed.

DONE AND ORDERED at PENSACOLA, Escambia County, Florida on this the

19<sup>th</sup> day of March, 2014

  
COUNTY COURT JUDGE

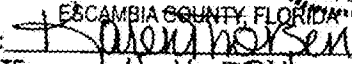
Copies furnished to:

- HAYT, HAYT & LANDAU, P.L.  
7765 SW 87<sup>TH</sup> AVE, SUITE 101  
✓ MIAMI, FL 33173
- ✓ TOM MURPHY *3-20-2014*  
279 AIRPORT BLVD  
PENSACOLA, FL 32503

Our File No.: 160665 5291151824384646

CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN THIS OFFICE. WITNESS MY HAND AND OFFICIAL SEAL.

PAM CHILDERSON  
CLERK OF THE CIRCUIT COURT & COUNTY CLERK  
ESCAMBIA COUNTY, FLORIDA

BY:  D.C.  
DATE: 14-11-2014

Recorded in Public Records 11/21/2016 3:25 PM OR Book 7625 Page 625,  
Instrument #2016089396, Pam Childers Clerk of the Circuit Court Escambia  
County, FL

Filing # 48961726 E-Filed 11/16/2016 12:16:41 PM

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

MIDLAND FUNDING, L.L.C., AS  
ASSIGNEE OF CITIBANK, SEARS  
GOLD MASTERCARD,

Plaintiff,  
v.

CASE NO. 2013 CC 001505

TOM MURPHY,,

Defendant.

**SUMMARY FINAL JUDGMENT**

This cause having come before the Court on the Plaintiff's Motion for Summary Final Judgment, and the Court having reviewed the Motion and being advised in the premises, it is:

ORDERED AND ADJUDGED that Plaintiff, MIDLAND FUNDING, L.L.C., AS ASSIGNEE OF CITIBANK, SEARS GOLD MASTERCARD whose address is 2365 NORTHSIDE DRIVE, STE 300, SAN DIEGO, CA 92108, recover from Defendant, TOM MURPHY, , the principal amount of \$10,948.29, together with costs of \$364.30, for a total final judgment award of \$11,312.59, for all of which let execution issue.

IT IS FURTHER ORDERED and ADJUDGED that the Defendant, shall complete Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet) and return it to the Plaintiff's attorney within forty-five (45) days from the date of this final judgment, unless the final judgment is satisfied or a motion for a new trial or notice of appeal is filed.

Jurisdiction of this case is retained to enter further orders that are proper to compel the Defendant to complete Florida Rule of Civil Procedure Form 1.977 and return it to the Plaintiff's attorney.

ORDERED and ADJUDGED in ESCAMBIA COUNTY, FLORIDA, on Nov 16, 2016

  
\_\_\_\_\_  
JUDGE  
ESCAMBIA COUNTY COURT

Confirmed copies to:  
Cooling & Winter, LLC, 7901 SW 6th Court, Plantation, FL 33324  
Florida@CoolingWinter.com  
TOM MURPHY, PO BOX 11960, PENSACOLA FL 32524-1960

CO130774

BK: 7625 PG: 626

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

MIDLAND FUNDING, L.L.C., AS  
ASSIGNEE OF CITIBANK,  
SEARS GOLD MASTERCARD

Plaintiff,

CASE NO. 2013 CC 001505

v.

TOM MURPHY, ,

Defendant. /

**FACT INFORMATION SHEET INDIVIDUAL**

Full Legal Name: \_\_\_\_\_

Nickname or Aliases: \_\_\_\_\_

Residence Address: \_\_\_\_\_

Mailing Address (if different): \_\_\_\_\_

Telephone Numbers (Home): \_\_\_\_\_

Telephone Numbers (Business): \_\_\_\_\_

Name of Employer: \_\_\_\_\_

Address of Employer: \_\_\_\_\_

Position or Job Description: \_\_\_\_\_

Rate of Pay: \$ \_\_\_\_\_ Per: \_\_\_\_\_ Average Paycheck: \$ \_\_\_\_\_ Per: \_\_\_\_\_

Average Commissions or Bonuses: \$ \_\_\_\_\_ Per: \_\_\_\_\_

Commissions and Bonuses are based on: \_\_\_\_\_

Other Personal Income: \_\_\_\_\_

*(Explain details on the back of this sheet or an additional sheet if necessary.)*

Social Security Number: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_

CS13074

BK: 7625 PG: 627

Marital Status: \_\_\_\_\_ Spouse's Name: \_\_\_\_\_

Spouse's Address (if different): \_\_\_\_\_

Spouse's Social Security Number: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Spouse's Employer: \_\_\_\_\_

Spouse's Average Paycheck or Income: \$ \_\_\_\_\_ Per: \_\_\_\_\_

Other Family Income: \$ \_\_\_\_\_ Per: \_\_\_\_\_

*(Explain details on back of this sheet or an additional sheet if necessary)*

Names and Ages of all your Children (and addresses if not living with you):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Child Support or Alimony Paid: \$ \_\_\_\_\_ Per: \_\_\_\_\_

Names of Others You Live With: \_\_\_\_\_

Who is Head of Your Household? \_\_\_\_\_ You \_\_\_\_\_ Spouse \_\_\_\_\_ Other Person \_\_\_\_\_

Checking Account at: \_\_\_\_\_ Account #: \_\_\_\_\_

Savings Account at: \_\_\_\_\_ Account #: \_\_\_\_\_

*(Describe all other accounts or investments you may have including stocks, mutual funds, savings bonds, or annuities, on the back of this sheet or an additional sheet if necessary.)*

For Real Estate (land) You Own or are Buying:

Address: \_\_\_\_\_

All Named on Titles: \_\_\_\_\_

Mortgage Owed to: \_\_\_\_\_

Balance Owed: \$ \_\_\_\_\_ Monthly Payment: \$ \_\_\_\_\_

*(Attach a copy of the deed or mortgage, or list the legal description of the property on the back of this sheet or on additional sheet if necessary. Also provide the same information on any other property you own or are buying.)*

For All Motor Vehicles You Own or Are Buying:

Year: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_

Vehicle ID #: \_\_\_\_\_ Tag No.: \_\_\_\_\_ Mileage: \_\_\_\_\_

Names on Title: \_\_\_\_\_ Present Value: \$ \_\_\_\_\_

Loan Owed to: \_\_\_\_\_

Balance on Loan: \_\_\_\_\_ Monthly Payment: \$ \_\_\_\_\_

*(List all other automobiles, as well as other vehicles, such as boats, motorcycles, bicycles, or aircraft, on the back of this sheet or an additional sheet if necessary.)*

BK: 7625 PG: 628 Last Page

Have you given, sold, loaned, or transferred any real or personal property worth more than \$100 to any person in the last year? \_\_\_\_\_ Yes \_\_\_\_\_ No

If your answer is "Yes", describe the property and sale price, and give the name and address of the person who received the property.

Does anyone owe you money? \_\_\_\_\_ Yes \_\_\_\_\_ No Amount Owed: \$ \_\_\_\_\_

Name and Address of Person Owing Money:

Reason money is owed: \_\_\_\_\_

Please attach copies of the following:

- a. Your last pay stub.
- b. Your last three (3) statements for each bank, savings/credit union, or other financial account.
- c. Your motor vehicle registrations and titles.
- d. Any deeds or titles to any real or personal property you own or are buying or leases to property you are renting.

**UNDER PENALTY OF PERJURY, I SWEAR OR AFFIRM THAT THE FOREGOING ANSWERS ARE TRUE AND COMPLETE.**

\_\_\_\_\_  
TOM MURPHY,

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ who is personally known to me or has produced \_\_\_\_\_ as identification and who \_\_\_\_\_ did/did \_\_\_\_\_ not take an oath.

WITNESS my hand and official seal, on \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, State of Florida  
My Commission Expires: \_\_\_\_\_

**MAIL OR DELIVER A COPY OF THE COMPLETED FORM TO THE JUDGMENT CREDITOR OR THE CREDITOR'S ATTORNEY.**

CS130714

Recorded in Public Records 05/02/2011 at 10:14 AM OR Book 6715 Page 1063, Instrument #2011028473, 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 000709

Precision Recovery Analytics, Inc. ,  
Plaintiff,

DEFAULT FINAL JUDGMENT

vs.

THOMAS MURPHY JR .  
Defendant(s)

IT IS HEREBY ORDERED AND ADJUDGED THAT:

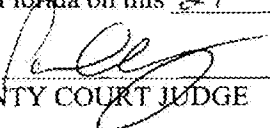
Plaintiff whose address is 101 Gateway Centre Parkway, Richmond VA 23235 shall recover from Defendant(s), THOMAS MURPHY JR , the principal sum of \$2,869.78, court costs in the amount of \$350.00, interest in the amount of \$465.61, the total of which shall bear interest at the rate of 6% per annum, for all of the above let execution issue.

IT IS FURTHER ORDERED AND ADJUDGED THAT:

The Defendant(s) shall complete Florida Rules Form 1.977 (Fact Information Sheet) and return it to the Plaintiff's attorney, within 45 days from the date of this Final Judgment unless it is satisfied or a motion for new trial or notice of appeal is filed.

Jurisdiction of this case is retained to enter further orders that are proper to compel the Defendant(s) to complete the Fact Information Sheet and return it to the Plaintiff's attorney.

DONE AND ORDERED at ESCAMBIA County, Florida on this 27<sup>th</sup> day of April, 2011.

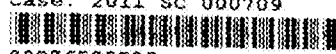
  
COUNTY COURT JUDGE

Copies furnished to:  
LAW OFFICES OF ANDREU, PALMA & ANDREU, PL  
701 SW 27<sup>th</sup> Avenue, Ste. 900  
Miami, FL 33135.

THOMAS MURPHY JR  
10141 ISAACS LN  
PENSACOLA FL 32526-4516

ERNEE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL  
2011 APR 28 A 8:51  
COUNTY CIVIL DIVISION

10-23211

Case: 2011 SC 000709  
  
00076585525  
Dkt: CC1033 Pg#:

Recorded in Public Records 11/3/2022 2:20 PM OR Book 8884 Page 1388,  
Instrument #2022107920, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording S27.00

Recorded in Public Records 5/18/2022 10:04 AM OR Book 8787 Page 555,  
Instrument #2022051310, Pam Childers Clerk of the Circuit Court Escambia  
County, FL

Filing # 149646489 E-Filed 05/16/2022 01:03:59 PM

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

**ONEMAIN FINANCIAL GROUP, LLC,**  
a limited liability corporation  
601 NW 2<sup>nd</sup> Street  
Evansville, IN 47708

Plaintiff,  
vs.

**CASE NO.: 2021 SC 003388**

**THOMAS R. MURPHY**  
a/k/a THOMAS MURPHY and  
**AARON C. FISH**  
a/k/a AARON FISH  
4675 POINCIANA DR  
PENSACOLA FL 32526

Defendants.

**FINAL JUDGMENT**

At a Small Claims Pretrial Conference on September 10, 2021, the parties entered into a court ordered payment plan. The plaintiff notified the court that the defendant failed to pay as agreed. As a result, the plaintiff is entitled to a Final Judgment and it is,

**ORDERED AND ADJUDGED** that the Plaintiff, **ONEMAIN FINANCIAL GROUP, LLC**, a limited liability corporation shall recover from the Defendants, **THOMAS R. MURPHY a/k/a THOMAS MURPHY, and AARON C. FISH a/k/a AARON FISH**, a total of **\$9,035.65**, which shall not accrue post-judgment interest, for all of which let execution issue.

**FURTHER ORDERED** that the defendant shall complete the attached Fact Information Sheet and return it with all required documents to the plaintiff's attorney Rolfe & Lobello, P.A., P.O. Box 4400, Jacksonville, Florida 32201, within 45 days of the date of this Judgment unless the Judgment has been paid in full or a notice of appeal has been filed. **THIS IS MANDATORY.** Failure to comply may result in contempt of court with a fine of up to \$500.00/day and/or incarceration of up to 180 days in the county jail.

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

cc:  
Attorney for Plaintiff

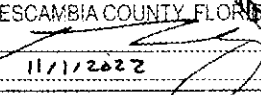
Defendant

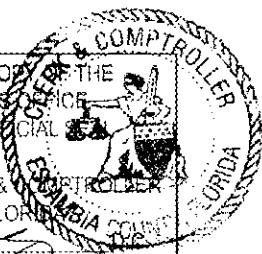
-20210957.001



ESCAMBIA COUNTY COURT JUDGE PAT KINSEY  
on 05/14/2022 14:46:47 CA2+C

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE. WITNESS MY HAND AND OFFICIAL SEAL OF THE CLERK OF THE CIRCUIT COURT & COMPTROLLER ESCAMBIA COUNTY FLORIDA

BY:   
DATE: 11/1/2022



BK: 8884 PG: 1389

PK: 8787 PG: 556

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

UCN: CASE NO.: 2021 SC 003388 DIVISION:

ONEMAIN FINANCIAL GROUP, LLC, a limited liability corporation Plaintiff,

vs.

THOMAS R. MURPHY a/k/a THOMAS MURPHY and AARON C. FISH a/k/a AARON FISH, Defendants.

FACT INFORMATION SHEET

Date: Full Legal Name: Nicknames or Aliases: Residence Address: Mailing Address if different: Telephone Numbers: (Home) Business: Name of Employer: Address of Employer: Position or Job Description: Rate of Pay: \$ per Average Paycheck: \$ per Average Commissions or Bonuses: \$ per Commissions or bonuses are based on Other Personal Income: \$ from (Explain details on back of this sheet or an additional sheet if necessary). Social Security Number: Birth Date (DOB): Driver's License Number: Marital Status: Spouse's Name: Spouse's Address (if different) Spouse's Social Security Number: Birth Date (DOB): Spouse's Employer: Spouse's Average Paycheck or Income: \$ per Other Family Income: \$ per (Explain details on back of this sheet or an additional sheet if necessary). Names and Ages of ALL your Children (and addresses if not living with you): Child Support or Alimony Paid/Received (circle one): \$ per Names of Others you Live With: Who is Head of your Household?: You Spouse Other (Explain) Checking Account at: Account Number: Savings Account at: Account Number: (Describe all other accounts or investments you may have, including, stocks, mutual funds, savings bonds, or annuities, on the back of this sheet or an additional sheet if necessary.)

POST OFFICE BOX 4400 JACKSONVILLE, FL 32201-4400 (904) 358-1666 OFFICE (904) 677-5836 FAX



BK: 8884 PG: 1390 Last Page

RK: 8787 PG: 557 Last Page

For Real Estate (Land) You Own or Are Buying:

Address: \_\_\_\_\_  
All Names on Title: \_\_\_\_\_  
Mortgage Owed to: \_\_\_\_\_  
Balance Owed: \_\_\_\_\_  
Monthly Payment: \$ \_\_\_\_\_

(Attach a copy of the deed or mortgage, or list the legal description of the property on the back of this sheet or an additional sheet if necessary. Also provide the same information on any other property you own or are buying.)

For All Motor Vehicles You Own or Are Buying: Year/Make/Model: \_\_\_\_\_

Vehicle ID Number: \_\_\_\_\_ Tag Number: \_\_\_\_\_  
Mileage: \_\_\_\_\_  
Names on Title: \_\_\_\_\_

Vehicles Continued

Present Value: \_\_\_\_\_ Loan Owed to: \_\_\_\_\_  
Balance on Loan: \$ \_\_\_\_\_ Monthly payment: \$ \_\_\_\_\_

(List all other automobiles, as well as other vehicles, such as boats, motorcycles, bicycles, or aircraft, on the back of this sheet or an additional sheet if necessary.)

Have you given, sold, loaned, or transferred any real or personal property worth more than \$100 to any person in the last year? If your answer is "yes" describe the property and sale price, and give the name and address of the person who received the property.

Does anyone owe you money? \_\_\_\_\_ Amount owed: \$ \_\_\_\_\_  
Name and Address of Person Owning Money: \_\_\_\_\_

Reason money is owed: \_\_\_\_\_

Please attach copies of the following:

- a. Your last pay stub.
- a. Your last 3 statements for each bank, savings, credit union, or other financial account.
- b. Your motor vehicle registrations and titles.
- c. Any deeds or titles to any real or personal property you own or are buying, or leases to property you are renting.

**UNDER PENALTY OF PERJURY, I SWEAR OR AFFIRM THAT THE FOREGOING ANSWERS ARE TRUE AND COMPLETE.**

\_\_\_\_\_  
**THOMAS R. MURPHY a/k/a THOMAS MURPHY**

\_\_\_\_\_  
**AARON C. FISH a/k/a AARON FISH**

I HEREBY CERTIFY that a copy hereof has been furnished, by U.S. Mail, to Rolfe & Lobello, P.A., Post Office Box 4400, Jacksonville, Florida 32201-4400, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

-20210957.001

POST OFFICE BOX 4400 JACKSONVILLE, FL 32201-4400  
(904) 358-1666 OFFICE (904) 677-5836 FAX

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING  
NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 04122 of 2022

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on November 21, 2024, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

THOMAS R MURPHY    REGINA SUE MURPHY  
4675 POINCIANA DR    4675 POINCIANA DR  
PENSACOLA, FL 32526    PENSACOLA, FL 32526

COMPASS BANK    COMPASS BANK  
P.O. BOX 10343    P.O. BOX 13345  
BIRMINGHAM, AL 35203    BIRMINGHAM AL, 35202

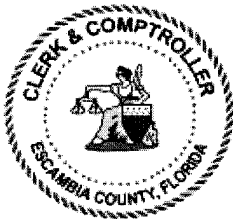
PORTOFOLIO RECOVERY ASSOCIATES, LLC    TOM MURPHY  
140 CORPORATE BLVD SUITE 100    279 AIRPORT BLVD  
NORFOLK, VA 23502    PENSACOLA, FL 32503

MIDLAND FUNDING LLC    TOM MURPHY  
2365 NORTHSIDE DR STE 300    PO BOX 11960  
SAN DIEGO, CA 92108    PENSACOLA, FL 32524-1960

PRECISION RECOVERY ANALYTICS, INC.    THOMAS MURPHY JR  
101 GATEWAY CENTRE PARKWAY    10141 ISAACS LN  
RICHMOND, VA 23235    PENSACOLA, FL 32526-4516

ONEMAIN FINANCIAL GROUP LLC    ECUA  
601 NW 2 N ST.    9255 STURDEVANT ST  
EVANSVILLE, IN 47708    PENSACOLA, FL 32514

WITNESS my official seal this 21th day of November 2024.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

## WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON January 8, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **MIKON FINANCIAL SERVICES INC AND OCEAN BANK** holder of **Tax Certificate No. 04122**, issued the **1st** day of **June, A.D., 2022** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

**LT 11 BLK E AVONDALE S/D PB 5 P 32 OR 6005 P 496**

**SECTION 01, TOWNSHIP 2 S, RANGE 31 W**

**TAX ACCOUNT NUMBER 092194000 (0125-05)**

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

**THOMAS R MURPHY and REGINA SUE MURPHY**

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **second** Wednesday in the month of January, which is the **8th day of January 2025**.

Dated this 15th day of November 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

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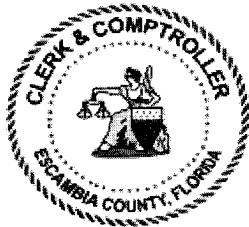
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**Post Property:**

**4675 POINCIANA DR 32526**



**PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA**

By:  
Emily Hogg  
Deputy Clerk

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### Personal Services:

**THOMAS R MURPHY**  
4675 POINCIANA DR  
PENSACOLA, FL 32526

**PAM CHILDERS**  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA



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### Personal Services:

**REGINA SUE MURPHY**  
4675 POINCIANA DR  
PENSACOLA, FL 32526

**PAM CHILDERS**  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA



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