



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

0525-42

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	KEYS FUNDING LLC - 2022 PO BOX 71540 PHILADELPHIA, PA 19176-1540	Application date	Apr 22, 2024
Property description	YOUNG MARY ANN EST OF C/O JACKLYN WYANT 71 VODA CT PENSACOLA, FL 32506 5431 JAPONICA DR 10-3423-200 BEG WHERE E LI OF SEA SPRAY DRIVE INTERSECTS WITH N LI INNERARITY RD N ALG E LI 604 FT E AT RT ANG 3 (Full legal attached.)	Certificate #	2022 / 5127
		Date certificate issued	06/01/2022

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

Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2022/5127	06/01/2022	934.72	46.74	981.46
→Part 2: Total*				981.46

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)
# 2023/5284	06/01/2023	3,122.33	6.25	200.35	3,328.93
Part 3: Total*					3,328.93

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)	4,310.39
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	3,181.45
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	7,866.84

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 24th, 2024

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

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>05/07/2025</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS

46.25

Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

BEG WHERE E LI OF SEA SPRAY DRIVE INTERSECTS WITH N LI INNERARITY RD N ALG E LI 604 FT E AT RT ANG 384 25/100 FT TO W LI OF CO RD R/W N ALG W LI OF SD RD 240 FT FOR POB W AT RT ANG 174 FT N AT RT ANG 80 FT E AT RT ANG 174 FT S AT RT ANG 80 FT TO POB OR 3493 P 492

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2400605

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

KEYS FUNDING LLC - 2022

PO BOX 71540

PHILADELPHIA, PA 19176-1540,

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
10-3423-200	2022/5127	06-01-2022	BEG WHERE E LI OF SEA SPRAY DRIVE INTERSECTS WITH N LI INNERARITY RD N ALG E LI 604 FT E AT RT ANG 384 25/100 FT TO W LI OF CO RD R/W N ALG W LI OF SD RD 240 FT FOR POB W AT RT ANG 174 FT N AT RT ANG 80 FT E AT RT ANG 174 FT S AT RT ANG 80 FT TO POB OR 3493 P 492

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

KEYS FUNDING LLC - 2022

PO BOX 71540

PHILADELPHIA, PA 19176-1540

04-22-2024

Application Date

Applicant's signature



Chris Jones Escambia County Property Appraiser

[Real Estate Search](#)

[Tangible Property Search](#)

[Sale List](#)

[Back](#)

← Nav. Mode ☒ Account ☐ Parcel ID →

[Printer Friendly Version](#)

General Information Parcel ID: 1435321000260003 Account: 103423200 Owners: YOUNG MARY ANN EST OF Mail: C/O JACKLYN WYANT 71 VODA CT PENSACOLA, FL 32506 Situs: 5431 JAPONICA DR 32507 Use Code: SINGLE FAMILY RESID Taxing Authority: COUNTY MSTU Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						Assessments <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2023</td> <td>\$84,000</td> <td>\$143,648</td> <td>\$227,648</td> <td>\$220,732</td> </tr> <tr> <td>2022</td> <td>\$84,000</td> <td>\$116,666</td> <td>\$200,666</td> <td>\$200,666</td> </tr> <tr> <td>2021</td> <td>\$65,000</td> <td>\$92,432</td> <td>\$157,432</td> <td>\$109,473</td> </tr> </tbody> </table> <div style="text-align: center;"> <p>Disclaimer</p> <hr/> <p>Tax Estimator</p> <hr/> <p>File for Exemption(s) Online</p> <hr/> <p>Report Storm Damage</p> </div>					Year	Land	Imprv	Total	Cap Val	2023	\$84,000	\$143,648	\$227,648	\$220,732	2022	\$84,000	\$116,666	\$200,666	\$200,666	2021	\$65,000	\$92,432	\$157,432	\$109,473										
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Parcel Information						Launch Interactive Map																																		

Section
Map Id:
14-35-32-1



174

Approx.
Acreage:
0.3380

Zoned:

MDR
MDR
MDR
MDR
MDR
MDR
MDR
MDR
MDR
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MDR



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


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

Buildings

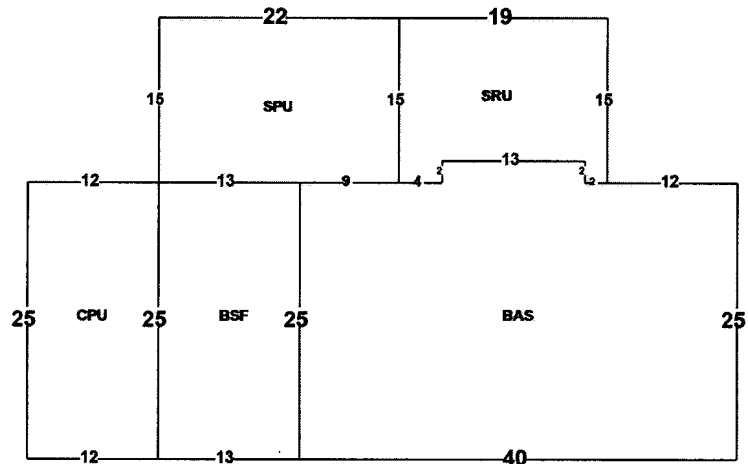
Address: 5431 JAPONICA DR, Year Built: 1978, Effective Year: 1978, PA Building ID#: 118672

Structural Elements

DECOR/MILLWORK-AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-BRICK-COMMON
FLOOR COVER-CARPET
FOUNDATION-WOOD/SUB FLOOR
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-5
NO. STORIES-1
ROOF COVER-DIMEN/ARCH SHNG
ROOF FRAMING-GABLE
STORY HEIGHT-0
STRUCTURAL FRAME-WOOD FRAME

 Areas - 2240 Total SF

BASE AREA - 1026
BASE SEMI FIN - 325
CARPORT UNF - 300
SCRN PORCH UNF - 330
SUN ROOM UNF - 259



Images



12/4/2018 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.

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



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

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

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

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 103423200 Certificate Number: 005127 of 2022**

**Payor: TRADEWINDS TITLE COMPANY LLC IOTA TRUST ACCOUNT 275 SPRINGSIDE DR STE
101 FAIRLAWN OH 44333 Date 9/3/2024**

Clerk's Check # 1
Tax Collector Check # 1

Clerk's Total \$544.92
Tax Collector's Total \$9,407.12
Postage \$100.00
Researcher Copies \$0.00
Recording \$10.00
Prep Fee \$7.00
Total Received \$10,069.04

Redeemed
PAM CHILDERS
Clerk of the Circuit Court

Received By: *[Signature]*
Deputy Clerk

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



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 #: 10-3423-200 CERTIFICATE #: 2022-5127

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: January 15, 2005 to and including January 15, 2025 Abstractor: Vicki Campbell

BY

Michael A. Campbell,
As President
Dated: January 16, 2025

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

January 16, 2025

Tax Account #: **10-3423-200**

1. The Grantee(s) of the last deed(s) of record is/are: **HAROLD E SHERRILL AND SHIRLEY ANN SHERRILL**

By Virtue of Warranty Deed recorded 9/3/2024 in OR 9197/1314 and Warranty Deed recorded 9/3/2024 - OR 9197/1317 and Warranty Deed recorded 9/3/2024 - OR 9197/1320 and Warranty Deed recorded 9/3/2024 - OR 9197/1323

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 First Cahawba Bank recorded 9/3/2024 – OR 9197 /1329 together with Assignment of Rents and Leases OR 9197/1338**
 - b. **Code Enforcement Order in favor of Escambia County recorded 11/8/2023 – OR 9066/5 together with Cost Order recorded 8/15/2024 – OR 9189/543**
 - c. **Code Enforcement Lien in favor of Escambia County recorded 12/18/2024 – OR 9246/1379**
4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 10-3423-200

Assessed Value: \$242,805.00

Exemptions: NONE

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

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

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

PERDIDO TITLE & ABSTRACT, INC.
PROPERTY INFORMATION REPORT
3050 Concho Drive, Pensacola, Florida 32507 | Phone 850-466-3077

Scott Lunsford
Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32591

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: MAY 7, 2025

TAX ACCOUNT #: 10-3423-200

CERTIFICATE #: 2022-5127

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

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2024</u> tax year.

ESTATE OF MARY ANN YOUNG
HAROLD E SHERRILL AND
SHIRLEY ANN SHERRILL
5431 JAPONICA DR
PENSACOLA, FL 32507

MARY ANN YOUNG
C/O JACKLYN WYANT
71 VODA CT
PENSACOLA, FL 32506

HAROLD E SHERRILL AND
SHIRLEY ANN SHERRILL
372 W 23RD AVE
GULF SHORES, AL 36542

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

Certified and delivered to Escambia County Tax Collector, this 16th day of January, 2025.

PERDIDO TITLE & ABSTRACT, INC.



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

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

PROPERTY INFORMATION REPORT

January 16, 2025

Tax Account #:10-3423-200

LEGAL DESCRIPTION EXHIBIT "A"

**BEG WHERE E LI OF SEA SPRAY DRIVE INTERSECTS WITH N LI INNERARITY RD N ALG E
LI 604 FT E AT RT ANG 384 25/100 FT TO W LI OF CO RD R/W N ALG W LI OF SD RD 240 FT
FOR POB W AT RT ANG 174 FT N AT RT ANG 80 FT E AT RT ANG 174 FT S AT RT ANG 80 FT
TO POB OR 3493 P 492**

SECTION 14, TOWNSHIP 3 S, RANGE 32 W

TAX ACCOUNT NUMBER 10-3423-200(0525-42)

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

Prepared By and Return To:
Tradewinds Title Company, LLC
24 W. Chase Street, Suite 200
Pensacola, FL 32502

Order No.: 20240105T

Property Appraiser's Parcel I.D. (folio) No.:
143S321000260003

STATUTORY WARRANTY DEED

THIS INDENTURE, made this August 30, 2024, between **BRYAN D. WYANT, a single man, INDIVIDUALLY AND AS PERSONAL REPRESENTATIVE OF THE ESTATE OF MARY ANN YOUNG,** whose post office address is 6371 Jahaza Road, Molino, FL 32577 ("Grantor") and **HAROLD E SHERRILL and SHIRLEY ANN SHERRILL, Husband and Wife,** whose post office address is 372 West 23rd Avenue, Gulf Shores, AL 36542 ("Grantees").

WITNESSETH, That said Grantor, for and in consideration of the sum of Ten And No/100 Dollars (\$10.00), and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in **ESCAMBIA** County, Florida, to wit:

Commencing where the East line of Sea Spray Drive intersects with the North line of Innerarity Road; thence North along the East line, a distance of 004.0 feet; thence East at right angles, a distance of 384.25 feet to the West line of a County Road right of way; thence North along the West line of said road, a distance of 240.0 feet for the Point of Beginning; thence West at right angles, a distance of 174.0 feet; thence North at right angles, a distance of 80 feet; thence East at right angles a distance of 174.0 feet; thence South at right angles, a distance of 80 feet to the Point of Beginning, all being and lying in Section 14, Township 3 South, Range 32 West, Escambia County, Florida.

Parcel Identification No.: 143S321000260003
Commonly known as: 5431 Japonica Drive, Pensacola, FL 32507

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

"Grantor" and "Grantee" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

[SIGNATURES FOLLOW ON NEXT PAGE]

Signed, sealed and delivered in presence of:

Keri A Rhodes

Witness Signature

Keri A Rhodes

Printed Name of First Witness

331 EAST Romana St

Address of First Witness

Pensacola, FL 32502

Bryan D Wyant

Bryan D Wyant, Individually and as Personal
Representative of the Estate of Mary Ann Young

Susan Bleiker

Witness Signature

Susan Bleiker

Printed Name of Second Witness

331 E. Romana St.

Address of Second Witness

Pensacola, FL 32502

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was executed and acknowledged before me by means of ☒ Physical
Presence or ☐ Online Notarization this 8-28-24 day of August, 2024, by Bryan D. Wyant,
individually and as Personal Representative of the Estate of Mary Ann Young, who is personally known to
☒ me or who has produced _____ (type of Identification) as identification.

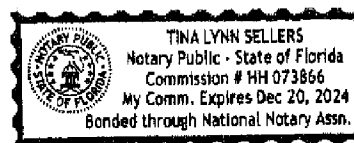
Tina L Sellers

Notary Public

Printed Name: Tina L Sellers

Commission # _____

My Commission Expires: _____



**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, and if not, what person or entity will be responsible for maintenance. The disclosure must additionally provide that ESCAMBIA County does not accept roads for maintenance that have not been built or improved to meet county standards. ESCAMBIA County Code of Ordinance Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of ESCAMBIA County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statements.

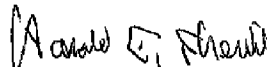
Name of Roadway: Japonica Drive

Legal Address of Property: 5431 Japonica Drive, Pensacola, FL 32507

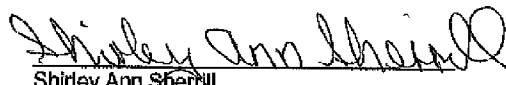
The County ☒ has accepted ☐ has not accepted the abutting road way for maintenance ☐ Private Drive

This form complete by: Tradewinds Title Company, LLC
24 W. Chase Street, Suite 200, Pensacola, FL 32502

AS TO BUYER:



Harold E Sherrill



Shirley Ann Sherrill

AS TO SELLER:

Estate of Mary Ann Young

BY: 
Bryan D Wyant, Personal Representative

THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:

(The space above is provided for recording information)

WARRANTY DEED

THIS DEED is made and executed by and between **ANITA LAMB** whose post office address is 331 E. Romana Street, Pensacola, Florida 32502 hereinafter referred to as "Grantor" and **HAROLD E. SHERRILL** and **SHIRLEY ANN SHERRILL**, husband and wife, whose post office address is 372 West 23rd Avenue, Gulf Shores, Alabama 36542 hereinafter referred to collectively as "Grantees";

WITNESSETH that:

Said Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release, and convey to the said Grantees, **HAROLD E. SHERRILL** and **SHIRLEY ANN SHERRILL**, husband and wife as tenants by the entireties, all right, title, interest, claim and demand which Grantor owns and has in the property located at located at 5431 Japonica Avenue, Pensacola, Florida 32507 and situate, lying, and being in Escambia County, Florida, to-wit:

Commencing where the East line of Sea Spray Drive intersects with the North line of Innerarity Road; thence North along the East line, a distance of 604.0 feet; thence East at right angles, a distance of 384.25 feet to the West line of a County road right of way; thence North along the West line of said road, a distance of 240.0 feet for the Point of Beginning; thence West at right angles, a distance of 174.0 feet; thence North at right angles, a distance of 80.0 feet; thence East at right angles a distance of 174.0 feet; thence South at right angles, a distance of 80 feet to the Point of Beginning, all being and lying in Section 14, Township 3 South, Range 32 West, Escambia County, Florida,

Parcel No. 143S321000260003.

Subject to any and all restrictions, easements, covenants, and rights-of-way affecting said described property.

The above-described property does not constitute the homestead of either Grantor or Grantees.
TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, equity, and claim whatsoever of Grantor in law or equity, for the use, benefit, and profit of the said Grantees forever, and Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year written below.



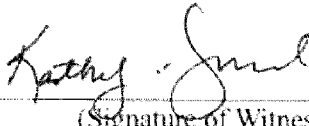
ANITA LAMB

331 E. Romana Street
Pensacola, FL 32502

8-9-24

(Date)

Signed, Sealed, and Delivered in our presence:



(Signature of Witness)

8/9/24

(Date)

Kathy Demond

(Printed Name of Witness)

331 E. Romana St.
Pensacola, Florida 32502



(Signature of Witness)

8/9/24

(Date)

Susan Bleiler

(Printed Name of Witness)

331 E. Romana St.
Pensacola, Florida 32502

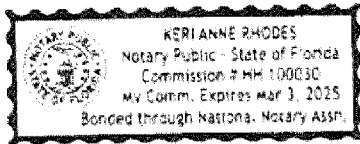
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of (✓) physical presence
or () online notarization this 9th day of August, 2024 by **ANITA LAMB**, individually.

Personally known

OR Produced Identification ✓

Type of Identification Produced Alfred - Washburn Center



A handwritten signature in cursive script, appearing to read "Keri A. Rhodes", written over a horizontal line.

(Signature of Notary Public)

The name "Keri A. Rhodes" printed in a standard serif font, positioned above a horizontal line.

Print, Type/Stamp Name of Notary Public

THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:

(The space above is provided for recording information)

WARRANTY DEED

THIS DEED is made and executed by and between, **ELAINE STUTLER** whose post office address is 281 Shade Road, Ivydale, West Virginia 25113, hereinafter referred to as "Grantor" and **HAROLD E. SHERRILL** and **SHIRLEY ANN SHERRILL**, husband and wife, whose post office address is 372 West 23rd Avenue, Gulf Shores, Alabama 36542, hereinafter referred to collectively as "Grantees";

WITNESSETH that:

Said Grantor for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release, and convey to the said Grantees, **HAROLD E. SHERRILL** and **SHIRLEY ANN SHERRILL**, husband and wife as tenants by the entireties, all right, title, interest, claim and demand which Grantor owns and has in the property located at located at 5431 Japonica Avenue, Pensacola, Florida 32507 and situate, lying, and being in Escambia County, Florida, to-wit:

Commencing where the East line of Sea Spray Drive intersects with the North line of Innerarity Road; thence North along the East line, a distance of 604.0 feet; thence East at right angles, a distance of 384.25 feet to the West line of a County road right of way; thence North along the West line of said road, a distance of 240.0 feet for the Point of Beginning; thence West at right angles, a distance of 174.0 feet; thence North at right angles, a distance of 80.0 feet; thence East at right angles a distance of 174.0 feet; thence South at right angles, a distance of 80 feet to the Point of Beginning, all being and lying in Section 14, Township 3 South, Range 32 West, Escambia County, Florida.

Parcel No. 143S321000260003.


Subject to any and all restrictions, easements, covenants, and rights-of-way affecting said described property.

The above-described property does not constitute the homestead of either Grantor or Grantees.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, equity, and claim whatsoever of Grantor in law or equity, for the use, benefit, and profit of the said Grantees forever.

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

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand and seal the day and year written below.



ELAINE STUTLER
281 Shade Road
Ivydale, West Virginia 25113

8-16-24
(Date)

Signed, Sealed, and Delivered in our presence:



(Signature of Witness)

8-16-24
(Date)

James Stewart

(Printed Name of Witness)

1145 Ivydale ridge road

(Witness's Address)



(Signature of Witness)

8-16-24
(Date)

Tina R Thorpe

(Printed Name of Witness)

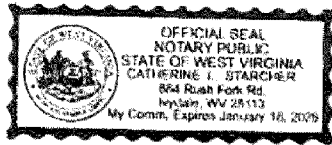
410 Naples Lane
Clay WV 25043

(Witness's Address)

STATE OF WEST VIRGINIA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me by means of (☒) physical presence
or (☐) online notarization this 11th day of August, 2024 by **ELAINE STUTLER**,
individually.

Personally known ☒
OR Produced Identification ☐
Type of Identification Produced _____



Catherine L Starcher
(Signature of Notary Public)

Catherine L Starcher
Print, Type/Stamp Name of Notary Public

THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:

(The space above is provided for recording information)

WARRANTY DEED

THIS DEED is made and executed by and between **JACKLYN WYANT**, whose post office address is 3523 Beach Haven Cove Drive, Pensacola, FL 32507; **GABRIELLA TOMKINSON**, whose post office address is 2380 Grand Junction, Alpharetta, Ga 30004 and **KYRA TOMKINSON** whose post office address is 2380 Grand Junction, Alpharetta, Ga 30004, all unmarried persons ;and hereinafter referred to collectively as ("Grantors"); and **HAROLD E. SHERRILL and SHIRLEY ANN SHERRILL**, husband and wife, whose post office address is 372 West 23rd Avenue, Gulf Shores, Alabama 36542, hereinafter referred to collectively as ("Grantees");

WITNESSETH that:

Said **Grantors** for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby remise, release, and convey to the said **Grantees, HAROLD E. SHERRILL and SHIRLEY ANN SHERRILL**, husband and wife as tenants by the entireties, all right, title, interest, claim and demand which Grantors owns and have in the property located at located at 5431 Japonica Avenue, Pensacola, FL 32507 and situate, lying, and being in Escambia County, Florida, to-wit:

Commencing where the East line of Sea Spray Drive intersects with the North line of Innerarity Road; thence North along the East line, a distance of 604.0 feet; thence East at right angles, a distance of 384.25 feet to the West line of a County road right of way; thence North along the West line of said road, a distance of 240.0 feet for the Point of Beginning; thence West at right angles, a distance of 174.0 feet; thence North at right angles, a distance of 80.0 feet; thence East at right angles a distance of 174.0 feet; thence South at right angles, a distance of 80 feet to the Point of Beginning, all being and lying in Section 14, Township 3 South, Range 32 West, Escambia County, Florida.

Parcel No. 143S321000260003.

Subject to any and all restrictions, easements, covenants, and rights-of-way affecting said described property.

The above-described property does not constitute the homestead of either the Grantors or the Grantees.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, equity, and claim whatsoever of Grantors in law or equity, for the use, benefit, and profit of the said Grantees forever.

IN WITNESS WHEREOF, Grantors have hereunto set Grantors' hands and seals the day and year written below.



Jacklyn Wyant
71 Vodas Ct., Pensacola, Escambia County FL 32506

7/25/24
(Date)

Signed, Sealed, and Delivered in our presence:



(Signature of Witness)

7/25/24
(Date)

Jack R. Comer 5081 Hwy 90 Pnw, FL 32571
(Printed Name/Address of Witness)



(Signature of Witness)

7/25/24
(Date)

Chelcy Bradley 5081 Hwy 90 Pnw 32571
(Printed Name/Address of Witness)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of (☒) physical presence or (☐) online notarization this 25th day of July, 2024 by Jacklyn Wyant and produced identification Florida DL.

{seal}



REGINA VINO
Commission # HH 476039
Expires December 26, 2027

Regina Vino
(Signature of Notary Public)

Gabriella Tomkinson

Gabriella Tomkinson

2380 Grand Junction

Alpharetta GA 30004

07/25/24

(Date)

Signed, Sealed, and Delivered in our presence:

Joselyn Loman

(Signature of Witness)

7/25/24

(Date)

Joselyn Loman 5021 Hwy 90, P.O. Box 32571

(Printed Name of Witness)

Address of witness (required)

[Signature]
(Signature of Witness)

7/25/24
(Date)

Chelsey Braddy 5021 Hwy 90 P.O. Box 32571

(Printed Name of Witness)

Address of witness (required)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of (☒) physical presence or
(☐) online notarization this ____ day of July, 2024 by **Gabriella Tomkinson**, who
produced identification GADL. Type of identification produced GADL.

Regina Vino
(Signature of Notary Public)



REGINA VINO
Commission # HH 476039
Expires December 26, 2027

Print, Type/Stamp Name of Notary Public

Kyra Tomkinson
Kyra Tomkinson
2380 Grand Junction
Alpharetta GA 30004

7-26-2024
(Date)

Signed, Sealed, and Delivered in our presence:

Blue Smith
(Signature of Witness)

7/26/24
(Date)

Tina Smith
(Printed Name of Witness)
Address of witness (required)

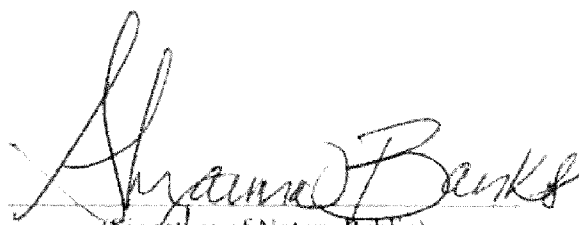
[Signature]
(Signature of Witness)

7/26/24
(Date)

Mary Dong 11185 Alpharetta Hwy, Perwell, GA 30076
(Printed Name of Witness)
Address of witness (required)

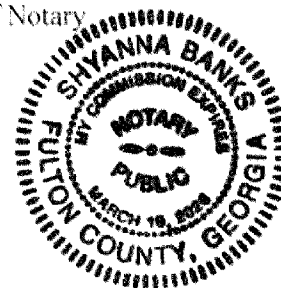
STATE OF GEORGIA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of (☒) physical presence or (☐) online notarization this 26 day of July, 2024 by **Kyra Tomkinson**, and is personally known _____ or produced identification ☒. Type of identification produced Drivers License.


(Signature of Notary Public)



Print, Type/Stamp Name of Notary



(Space Above This Line For Recording Data)

**COMMERCIAL REAL ESTATE MORTGAGE
FUTURE ADVANCES AND FUTURE OBLIGATIONS ARE SECURED BY THIS REAL ESTATE
MORTGAGE**

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$332,154.93, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

This COMMERCIAL REAL ESTATE MORTGAGE ("Security Instrument") is made on August 30, 2024 between the mortgagor(s) HAROLD E. SHERRILL and Shirley Ann Sherrill, Husband and wife, whose address is 372 W 23RD AVE, GULF SHORES, Alabama 36542 ("Mortgagor"), and First Cahawba Bank whose address is P.O. Box 3822, Gulf Shores, Alabama 36547 ("Lender"), which is organized and existing under the laws of the State of Alabama. Mortgagor in consideration of loans extended by Lender and for other valuable consideration, the receipt of which is acknowledged, hereby mortgages, grants, and conveys to Lender, its successors and assigns, forever, the following described property located in the County of ESCAMBIA, State of Florida:

Address: 5431 Japonica Ave, Pensacola, Florida 32507

Legal Description: See Attached Exhibit "A" which is made a part of this agreement

Collateral Property does not constitute mortgagor's homestead.

Together with all easements, appurtenances abutting streets and alleys, improvements, buildings, fixtures, tenements, hereditaments, equipment, rents, income, profits and royalties, personal goods of whatever description and all other rights and privileges including all minerals, oil, gas, water (whether groundwater, subterranean or otherwise), water rights (whether riparian, appropriate or otherwise, and whether or not appurtenant to the above-described real property), wells, well permits, ditches, ditch rights, reservoirs, reservoir rights, reservoir sites, storage rights, dams and water stock that may now, or at any time in the future, be located on and/or used in connection with the above-described real property, payment awards, amounts received from eminent domain, amounts received from any and all insurance payments, and timber which may now or later be located, situated, or affixed on and used in connection therewith (hereinafter called the "Property").

This is a **PURCHASE MONEY MORTGAGE**.

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Indebtedness and Security Instrument, whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Security Instrument by reference thereto, with the same force and effect as if fully set forth herein.



INDEBTEDNESS. This Security Instrument secures all amounts, subject to any limitations as to the maximum amount which may be secured as contained herein, as may be evidenced by a promissory note or notes of even, prior or subsequent date hereto, including future advances and every other indebtedness of any and every kind now or hereafter owing from HAROLD EDEN SHERRILL ("Borrower") to Lender howsoever created or arising, whether primary, secondary or contingent together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Security Instrument and all Related Documents (hereinafter all referred to as the "Indebtedness"). Unless expressly stated herein to the contrary, nothing contained in this Security Instrument obligates Lender to make any future advances under the note(s) of even date herewith or to extend further credit (under separate notes or in any other manner). Without limiting the foregoing, Indebtedness expressly includes the following:

Promissory Note. The principal amount of \$330,000.00 evidenced by the promissory note dated August 30, 2024 made by Borrower payable to the order of Lender, and all interest, charges, and other amounts which may be or may become owed as provided under the terms of said promissory note, and any and all amendments, modifications, renewals, extensions, reamortizations, or substitutions thereof.

Protective Advances. All amounts advanced by or on behalf of Lender, its successors or assigns, to preserve or protect the Property or fulfill any of the obligations of Mortgagor, under this Security Instrument or any of the Related Documents, including without limitation, any protective advances made with respect to the Property for the payment of taxes, assessments, insurance premiums, costs incurred for the protection of the Property and other costs which Lender is authorized by this Security Instrument or any of the Related Documents to pay on behalf of Mortgagor or Borrower.

Future Advances. To the extent permitted by law, this Security Instrument will secure all future advances made within 20 years from the date of this Security Instrument as if such advances were made on the date of this Security Instrument regardless of the fact that from time to time there may be no balance due under the note and regardless of whether Lender is obligated to make such future advances.

Consumer Purpose Loan Exclusion. Notwithstanding anything to the contrary, Indebtedness specifically excludes any obligation pursuant to a credit transaction which was offered or extended primarily for personal, family, or household purposes.

Maximum Amount Secured. Notwithstanding any other provision of this Security Instrument, the maximum amount of Indebtedness that may be secured at any one time is \$330,000.00, plus interest thereon and any disbursements made for the payment of taxes, levies, or insurance.

CONSTRUCTION LOAN AGREEMENT. This Security Instrument is made in conjunction with a Construction Loan Agreement dated the same date as this Security Instrument and is subject to all of the provisions of the Construction Loan Agreement as if those provisions were fully set forth in this Security Instrument and made a part of it.

WARRANTIES. Mortgagor, for itself, its heirs, personal representatives, successors, and assigns, represents, warrants, covenants and agrees with Lender, its successors and assigns, as follows:

Performance of Obligations. Mortgagor promises to perform all terms, conditions, and covenants of this Security Instrument and Related Documents in accordance with the terms contained therein.

Defense and Title to Property. At the time of execution and delivery of this instrument, Mortgagor is lawfully seized of the estate hereby conveyed and has the exclusive right to mortgage, grant, convey and assign the Property. Mortgagor covenants that the Property is unencumbered and free of all liens except for encumbrances of record acceptable to Lender. Further, Mortgagor covenants that Mortgagor will warrant and defend generally the title to the Property against any and all claims and demands whatsoever, subject to the easements, restrictions, or other encumbrances of record acceptable to Lender, as may be listed in the schedule of exceptions to coverage in any abstract of title or title insurance policy insuring Lender's interest in the Property.

Condition of Property. Mortgagor promises at all times to preserve and to maintain the Property and every part thereof in good repair, working order, and condition and will from time to time, make all needful and proper repairs so that the value of the Property shall not in any way be impaired.

Removal of any Part of the Property. Mortgagor promises not to remove any part of the Property from its present location, except for replacement, maintenance and relocation in the ordinary course of business.

Alterations to the Property. Mortgagor promises to abstain from the commission of any waste on or in connection with the Property. Further, Mortgagor shall make no material alterations, additions, or improvements of any type whatsoever to the Property, regardless of whether such alterations, additions, or improvements would increase the value of the Property, nor permit anyone to do so except for tenant improvements and completion of items pursuant to approved plans and specifications, without Lender's prior written consent, which consent may be withheld by Lender in its sole discretion. Mortgagor will comply with all laws and regulations of all public authorities having jurisdiction over the Property including, without limitation, those relating to the use, occupancy and maintenance thereof and shall upon request promptly submit to Lender evidence of such compliance.

Due on Sale - Lender's Consent. Mortgagor shall not sell, further encumber or otherwise dispose of, except as herein provided, any or all of its interest in any part of or all of the Property without first obtaining the written consent of Lender. If any encumbrance, lien, transfer or sale or agreement for these is created, Lender may declare immediately due and payable, the entire balance of the Indebtedness.

Insurance. Mortgagor promises to keep the Property insured against such risks and in such form as may within the sole discretion of Lender be acceptable, causing Lender to be named as loss payee or if requested by Lender, as mortgagee. If requested by Lender, all insurance policies shall include a lender's loss payable endorsement. The insurance company shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. All insurance policies must provide that Lender will get a minimum of 10 days' notice prior to cancellation. At Lender's discretion, Mortgagor may be required to produce receipts of paid premiums and renewal policies. If Mortgagor fails to obtain the required coverage, Lender may do so at Mortgagor's expense. Mortgagor hereby directs each and every insurer of the Property to make payment of loss to Lender with the proceeds to be applied, only at Lender's option, to the repair and replacement of the damage or loss or to be applied to the Indebtedness with the surplus, if any, to be paid by Lender to Mortgagor. And in the event of a casualty to the Property, Lender shall have the option to determine whether to apply the proceeds to the loan balance whether or not then due.

Payment of Taxes and Other Applicable Charges. Mortgagor promises to pay and to discharge liens, encumbrances, taxes, assessments, lease payments and any other charges relating to the Property when levied or assessed against Mortgagor or the Property.

Environmental Laws and Hazardous or Toxic Materials. Mortgagor and every tenant have been, are presently and shall continue to be in strict compliance with any applicable local, state and federal environmental laws and regulations. Further, neither Mortgagor nor any tenant shall manufacture, store, handle, discharge or dispose of hazardous or toxic materials as may be defined by any state or federal law on the Property, except to the extent the existence of such materials has been presently disclosed in writing to Lender. Mortgagor will immediately notify Lender in writing of any assertion or claim made by any party as to the possible violation of applicable state and federal environmental laws including the location of any hazardous or toxic materials on or about the Property. Mortgagor indemnifies and holds Lender harmless from, without limitation, any liability or expense of whatsoever nature incurred directly or indirectly out of or in connection with: (a) any environmental laws affecting all or any part of the Property or Mortgagor; (b) the past, present or future existence of any hazardous materials in, on, under, about, or emanating from or passing through the Property or any part thereof or any property adjacent thereto; (c) any past, present or future hazardous activity at or in connection with the Property or any part thereof; and (d) the noncompliance by Mortgagor or Mortgagor's failure to comply fully and timely with environmental laws.

Financial Information. Mortgagor agrees to supply Lender such financial and other information concerning its affairs and the status of any of its assets as Lender, from time to time, may reasonably request. Mortgagor

further agrees to permit Lender to verify accounts as well as to inspect, copy and to examine the books, records, and files of Mortgagor.

Lender's Right to Enter. Lender or Lender's agents shall have the right and access to inspect the Property at all reasonable times in order to attend to Lender's interests and ensure compliance with the terms of this Security Instrument. If the Property, or any part thereof, shall require inspection, repair or maintenance which Mortgagor has failed to provide, Lender, after reasonable notice, may enter upon the Property to effect such obligation; and the cost thereof shall be added to the Indebtedness and paid on Lender's demand by Mortgagor.

ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the Indebtedness and the performance of the covenants contained herein, Mortgagor hereby assigns and transfers over to Lender any present or future leases, subleases, or licenses of the Property, including any guaranties, extensions, amendments, or renewals thereof, and all rents, income, royalties, and profits derived from the use of the Property or any portion of it, whether due or to become due (collectively the "Rents"). So long as Mortgagor is not in default, Mortgagor may receive, collect and enjoy all Rents accruing from the Property, but not more than one month in advance of the due date. Lender may also require Mortgagor, tenant and any other user of the Property to make payments of Rents directly to Lender. However, by receiving any such payments, Lender is not, and shall not be considered, an agent for any party or entity. Any amounts collected may, at Lender's sole discretion, be applied to protect Lender's interest in the Property, including but not limited to the payment of taxes and insurance premiums and to the Indebtedness. At Lender's sole discretion, all leases, subleases and licenses must first be approved by Lender.

CONDEMNATION. Mortgagor shall give Lender notice of any action taken or threatened to be taken by private or public entities to appropriate the Property or any part thereof, through condemnation, eminent domain or any other action. Further, Lender shall be permitted to participate or intervene in any of the above described proceedings in any manner it shall at its sole discretion determine. Lender is hereby given full power, right and authority to receive and receipt for any and all damages awarded as a result of the full or partial taking or appropriation and in its sole discretion, to apply said awards to the Indebtedness, whether or not then due or otherwise in accordance with applicable law. Unless Lender otherwise agrees in writing, any application of proceeds to the Indebtedness shall not extend or postpone the due date of the payments due under the Indebtedness or change the amount of such payments.

MORTGAGOR'S ASSURANCES. At any time, upon a request of Lender, Mortgagor will execute and deliver to Lender, and if appropriate, cause to be recorded, such further mortgages, assignments, assignments of leases and rents, security agreements, pledges, financing statements, or such other document as Lender may require, in Lender's sole discretion, to effectuate, complete and to perfect as well as to continue to preserve the Indebtedness, or the lien or security interest created by this Security Instrument.

ATTORNEY-IN-FACT. Mortgagor appoints Lender as attorney-in-fact on behalf of Mortgagor. If Mortgagor fails to fulfill any of Mortgagor's obligations under this Security Instrument or any Related Documents, including those obligations mentioned in the preceding paragraph, Lender as attorney-in-fact may fulfill the obligations without notice to Mortgagor. This power of attorney shall not be affected by the disability of the Mortgagor.

EVENTS OF DEFAULT. The following events shall constitute default under this Security Instrument (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Security Instrument or a default under any of the Related Documents;
- (c) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Mortgagor or any person obligated on the Indebtedness;
- (d) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Mortgagor or of any person or entity obligated on the Indebtedness;
- (e) Any assignment by Mortgagor for the benefit of Mortgagor's creditors;
- (f) A material adverse change occurs in the financial condition, ownership, or management of Mortgagor or any person obligated on the Indebtedness; or

(g) Lender deems itself insecure for any reason whatsoever.

REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default, Lender may, without demand or notice, pay any or all taxes, assessments, premiums, and liens required to be paid by Mortgagor, effect any insurance provided for herein, make such repairs, cause the abstracts of title or title insurance policy and tax histories of the Property to be certified to date, or procure new abstracts of title or title insurance and tax histories in case none were furnished to it, and procure title reports covering the Property, including surveys. The amounts paid for any such purposes will be added to the Indebtedness and will bear interest at the rate of interest otherwise accruing on the Indebtedness until paid. In the event of foreclosure, the abstracts of title or title insurance shall become the property of Lender. All abstracts of title, title insurance, tax histories, surveys, and other documents pertaining to the Indebtedness will remain in Lender's possession until the Indebtedness is paid in full.

IN THE EVENT OF THE SALE OF THIS PROPERTY UNDER THE PROCEDURE FOR FORECLOSURE OF A SECURITY INSTRUMENT BY ADVERTISEMENT, AS PROVIDED BY APPLICABLE LAW, OR IN THE EVENT LENDER EXERCISES ITS RIGHTS UNDER THE ASSIGNMENT OF LEASES AND RENTS, THE MORTGAGOR HEREBY WAIVES ANY RIGHT TO ANY NOTICE OTHER THAN THAT PROVIDED FOR SPECIFICALLY BY STATUTE, OR TO ANY JUDICIAL HEARING PRIOR TO SUCH SALE OR OTHER EXERCISE OF RIGHTS.

Upon the occurrence of an Event of Default, Lender may, without notice unless required by law, and at its option, declare the entire Indebtedness due and payable, as it may elect, regardless of the date or dates of maturity thereof and, if permitted by state law, is authorized and empowered to cause the Property to be sold at public auction, and to execute and deliver to the purchaser or purchasers at such sale any deeds of conveyance good and sufficient at law, pursuant to the statute in such case made and provided, and out of the proceeds of the sale to retain the sums then due hereunder and all costs and charges of the sale, including attorneys' fees, rendering any surplus to the party or parties entitled to it. Any such sale or a sale made pursuant to a judgment or a decree for the foreclosure hereof may, at the option of Lender, be made en masse. The commencement of proceedings to foreclose this Security Instrument in any manner authorized by law shall be deemed as exercise of the above option.

Upon the occurrence of an Event of Default, Lender shall immediately be entitled to make application for and obtain the appointment of a receiver for the Property and of the earnings, income, issue and profits of it, with the powers as the court making the appointments confers. Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor.

The parties agree that the remedies available may be inadequate compensation for any loss. Therefore, to the extent allowed by applicable law, in Lender's sole discretion, Lender may seek specific performance of any promise, obligation, or covenant contained in this Security Instrument. Any defense in any action for specific performance that the remedy at law would be adequate is waived.

To the extent allowed by law, all of Lender's rights and remedies, however evidenced and from whichever source they derive, are cumulative in nature. Lender is entitled to exercise any remedy in any order it determines appropriate. Lender may exercise remedies singularly or concurrently.

NO WAIVER. No delay or failure of Lender to exercise any right, remedy, power or privilege hereunder shall affect that right, remedy, power or privilege nor shall any single or partial exercise thereof preclude the exercise of any right, remedy, power or privilege. No Lender delay or failure to demand strict adherence to the terms of this Security Instrument shall be deemed to constitute a course of conduct inconsistent with Lender's right at any time, before or after an event of default, to demand strict adherence to the terms of this Security Instrument and the Related Documents.

JOINT AND SEVERAL LIABILITY. The liability of all parties obligated in any manner under this Security Instrument shall be joint and several, to the extent of their respective obligations.

SURVIVAL. Lender's rights in this Security Instrument will continue in its successors and assigns. This Security Instrument is binding on all heirs, executors, administrators, assigns, and successors of Mortgagor.

NOTICES. Unless otherwise required by applicable law or provided under this Security Instrument, any notice or demand given by Lender to any party is considered effective when: (i) it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any

other commercially reasonable means. Such notice or demand shall be sent to the party at the address contained herein or at an alternative address, e-mail address, or facsimile number as may be provided to Lender in writing. Any notice given to Lender must be addressed to Lender at the address contained herein or at an alternative address as may be provided by Lender in writing.

GENERAL WAIVERS. Mortgagor, to the extent permitted by law, hereby waives (a) notice of acceptance of this Security Instrument, and all notice of the creation, extension of, or accrual of any of the Indebtedness; (b) diligence, presentment, protest, demand for payment, notice of dishonor, notice of intent to accelerate, and notice of acceleration in connection with the Indebtedness or any other obligations now existing or hereafter owing which are secured by this Security Instrument; (c) any requirement that Lender proceed against or pursue any other collateral securing or any other party responsible for some or all of the Indebtedness; (d) any requirement that Lender pursue or exhaust any other remedy available to Lender; (e) any right to request that Lender marshal any other collateral; (f) failure to protect, preserve, or resort to any collateral; and (g) any and all defenses that could be asserted by Mortgagor, including, but not limited to, any defenses arising out of failure of consideration, breach of warranty, fraud, payment, statute of frauds, bankruptcy, lack of capacity, statute of limitations, Lender liability, unenforceability of any loan document, accord and satisfaction, usury, or the extension, renewal, and modification of the Indebtedness.

Mortgagor, to the extent permitted by law, further waives and agrees not to assert any and all rights, benefits, and defenses that might otherwise be available under the provisions of the governing law that might operate, contrary to any agreements between Mortgagor, and Lender, to limit Mortgagor's liability to Lender, including all defenses of suretyship.

TO THE EXTENT PERMITTED BY LAW, MORTGAGOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN ANY NOTICE REQUIRED HEREIN, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO LENDER EXERCISING ITS RIGHTS UNDER THIS SECURITY INSTRUMENT.

WAIVER OF APPRAISEMENT RIGHTS. Mortgagor waives all appraisement rights relating to the Property to the extent permitted by law.

WAIVER OF LIMITATION OF FUTURE ADVANCES. Mortgagor hereby waives the right to file for record a notice limiting the maximum principal amount which may be secured by this Security Instrument.

LENDER'S EXPENSES. Mortgagor agrees to pay all expenses incurred by Lender in connection with enforcement of its rights under the Indebtedness, this Security Instrument or in the event Lender is made party to any litigation because of the existence of the Indebtedness or this Security Instrument, as well as court costs, collection charges and reasonable attorneys' fees and disbursements.

ASSIGNABILITY. Lender may assign or otherwise transfer this Security Instrument or any of Lender's rights under this Security Instrument without notice to Mortgagor. Mortgagor may not assign this Security Instrument or any part of the Security Instrument without the express written consent of Lender.

GOVERNING LAW. This Security Instrument is governed by the laws of the State of Florida except to the extent that federal law controls.

SEVERABILITY. If a court of competent jurisdiction determines any term or provision of this Security Instrument is invalid or prohibited by applicable law, that term or provision will be ineffective to the extent required. Any term or provision that has been determined to be invalid or prohibited will be severed from the rest of the Security Instrument without invalidating the remainder of either the affected provision or this Security Instrument.

WAIVER OF JURY TRIAL. All parties to this Security Instrument hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Security Instrument or any other instrument, document or agreement executed or delivered in connection with this Security Instrument or the Related Documents.

CONSTRUCTION FIXTURES. This Security Instrument shall constitute a security agreement as defined in the Uniform Commercial Code (the "Code"), and Mortgagor hereby grants to Lender a security interest within the

meaning of the Code in favor of Lender in all of Mortgagor's now owned and hereafter acquired goods, building materials, supplies, inventory, equipment, accounts, contract rights, instruments, documents, chattel paper, general intangibles and personal property located at, upon, or in any way related to the construction of improvements or the development or use of the Property. Additionally, this Security Instrument is a "construction mortgage" as this term is defined in the Code because it secures an obligation incurred for the construction of an improvement on land. Lender shall have all of the rights and remedies provided by the Code, including the right to file any financing statements required under the Code and the right to proceed under the Code provisions governing default as to any personal property separately from the real estate included herein, or to proceed as to all of the property included in the Property in accordance with its rights and remedies in respect of said real estate.

ORAL AGREEMENTS DISCLAIMER. This Security Instrument represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$332,154.93, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

By signing this Security Instrument, each Mortgagor acknowledges that all provisions have been read and understood.

Harold E. Sherrill 8/30/24

HAROLD E. SHERRILL

Date

Shirley Ann Sherrill 8/30/24

Shirley Ann Sherrill

Date

Individually

INDIVIDUAL ACKNOWLEDGMENT

STATE OF ~~ALABAMA~~ Florida

COUNTY OF Escambia

I, Lisa Novatka

, a Notary Public do hereby certify that HAROLD E. SHERRILL and Shirley Ann Sherrill, Husband and wife, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Security Instrument, they executed the same, voluntarily, on the day the same bears date. Given under my hand this August 30, 2024, (physically present - AL DL)

My commission expires:

Lisa Novatka

Identification Number

(Official Seal)



LISAMARIE NOVATKA
Commission # HH 474212
Expires January 4, 2028

THIS INSTRUMENT PREPARED BY:
First Cahawba Bank
Sandy Freine
P.O. Box 3822
Gulf Shores AL 365470000

AFTER RECORDING RETURN TO:
First Cahawba Bank
Sandy Freine
P.O. Box 3822
Gulf Shores AL 365470000

Exhibit "A"

Commencing where the East line of Sea Spray Drive intersects with the North line of Innerarity Road; thence North along the East line, a distance of 604.0 feet; thence East at right angles, a distance of 384.25 feet to the West line of a County Road right of way; thence North along the West line of said road, a distance of 240.0 feet for the Point of Beginning; thence West at right angles, a distance of 174.0 feet; thence North at right angles, a distance of 80 feet; thence East at right angles a distance of 174.0 feet; thence South at right angles, a distance of 80 feet to the Point of Beginning, all being and lying in Section 14, Township 3 South, Range 32 West, Escambia County, Florida.

(Space Above This Line For Recording Data)

ASSIGNMENT OF LEASES AND RENTS

THIS ASSIGNMENT OF LEASES AND RENTS ("Assignment") is made on August 30, 2024, between HAROLD E. SHERRILL and Shirley Ann Sherrill, Husband and wife, whose address is 372 W 23RD AVE, GULF SHORES, Alabama 36542 ("Assignor") and the assignee, First Cahawba Bank, whose address is P.O. Box 3822, Gulf Shores, Alabama 36547 ("Lender"), which is organized and existing under the laws of the State of Alabama. Assignor, in consideration of loans extended by Lender up to a maximum principal amount of Three Hundred Thirty Thousand and 00/100 Dollars (\$330,000.00) and for other valuable consideration, the receipt of which is acknowledged, hereby grants, transfers, assigns, and sets over to Lender all right, title and interest in and to (a) all leases, rental agreements, use agreements, and any other contracts, agreements, arrangements, or understandings, whether oral or written, whether now existing or hereafter entered into, for any lease, occupancy, renting, or other use arising from or relating to all or any part of the Property; (b) any and all extensions, renewals, modifications, and amendments thereto or thereof; (c) any guaranties for the payment and/or performance thereof; and (d) any and all rights, benefits, payments, products, and proceeds therefrom, including without limitation, Assignor's right to enforce any and all rights thereunder and receive and collect any payments or amounts owing therefrom (singularly referred to as a "Lease" and collectively referred to as the "Leases"); and rents, issues, profits, privileges revenue, income, royalties, cash, accounts receivable, security deposits, advance rentals, and any other benefit, amounts, payments, or proceeds, due and to become due under the Leases (the "Rents") arising from or relating to all or any part of the following described real property:

Address: 5431 Japonica Ave, Pensacola, Florida 32507

Legal Description: See Attached Exhibit "A" which is made a part of this agreement

Collateral Property does not constitute mortgagor's homestead.

("Property") which secures the following:

- Loan with a principal amount of \$330,000.00

RELATED DOCUMENTS. The words "Related Documents" mean all promissory notes, security agreements, prior mortgages, prior deeds of trust, prior deeds to secure debt, business loan agreements, construction loan agreements, resolutions, guaranties, environmental agreements, subordination agreements, assignments of leases and rents and any other documents or agreements executed in connection with this Assignment whether now or hereafter existing, including any modifications, extensions, substitutions or renewals of any of the foregoing. The Related Documents are hereby made a part of this Assignment by reference thereto, with the same force and effect as if fully set forth herein.

INDEBTEDNESS. This Assignment secures all amounts, subject to any limitations as to the maximum amount which may be secured as contained herein, as may be evidenced by a promissory note or notes of even or subsequent date hereto, including future advances made within 20 years from the date hereof up to a "Maximum Principal Indebtedness" of Three Hundred Thirty Thousand and 00/100 Dollars (\$330,000.00) and every other



indebtedness of any and every kind now or hereafter owing from HAROLD EDEN SHERRILL to First Cahawba Bank, howsoever created or arising, whether primary, secondary or contingent, together with any interest or charges provided in or arising out of such indebtedness, as well as the agreements and covenants of this Assignment and all Related Documents (hereinafter all referred to as the "Indebtedness"). Unless expressly stated herein to the contrary, nothing contained in this Assignment obligates Assignee to make any future advances under the note(s) of even date herewith or to extend further credit (under separate notes or in any other manner).

OBLIGATIONS OF ASSIGNOR. Assignor shall provide true and accurate copies of any or all Leases, as well as any such other documents or information as may be requested by Lender. Assignor shall operate and perform its obligations under the Leases consistent with the terms and provisions of this Assignment and shall not take or fail to take such actions which may result in a default or termination of the Leases or otherwise reduce, impair, or diminish the value of any Lease or the Rents thereunder. Assignor shall notify Lender immediately in writing upon any default, cancellation, termination, or any other notices received or provided in accordance with the terms of any Lease. So long as the Indebtedness remains unpaid, Assignor shall not, without the written consent of Lender: (a) cancel any Leases; (b) accept the surrender of any Leases; (c) modify or alter any Leases in any way, either orally or in writing; (d) reduce the rent set forth in any Leases; (e) consent to the assignment of any lessee's interest under any Leases, or to any subletting thereunder; or (f) make any other assignment, pledge, encumbrance, or any other disposition of any Leases, or of the Rents. Any of the above acts, if done without the written consent of Lender shall be null and void, and shall constitute a default under the Assignment and the Related Documents. Upon request by Lender, Assignor will notify any lessees, sublessees, or other obligors under the Leases in writing, in such form and substance as Lender deems acceptable, of the assignment of the obligations under the Leases to Lender. Should Assignor fail to provide such notices, Lender may send or forward any such notices, either in Lender's name or in Assignor's name, to any or all lessees, sublessees, or obligors under the Leases.

REPRESENTATIONS OF ASSIGNOR. Assignor hereby represents: (a) Assignor is, and for the duration of this Assignment, will continue to be the legal and beneficial owner of the Leases and Rents; (b) there are currently no leases, subleases or agreements to lease or sublease all of or any part of the Property other than any existing leases, subleases or agreements to lease or sublease all of or any part of the Property, which Assignor has disclosed in writing to Lender; (c) the Leases are valid and enforceable and no default exists under the Leases; (d) Assignor is entitled to receive all the Rents and to enjoy all the Rents and benefits mentioned herein and assigned hereby; (e) said Rents have not been sold, assigned, transferred, or set over by any instrument now in force and shall not at any time during the life of this Assignment be sold, assigned, transferred, or set over by Assignor, or any other person taking under or through Assignor except as pursuant to this Assignment; and (f) Assignor has the sole right to sell, assign, transfer, and set over the same and to grant and confer upon Lender the rights, interests, powers, and authorities herein granted and conferred.

NO LIABILITY OF LENDER. Lender shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment and Assignor shall, and hereby agrees, to indemnify Lender for, and to hold Lender harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by any reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Lender by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. This Assignment shall not operate to place any obligation or liability for the control, care, management, or repair of the Property upon Lender, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Lender responsible or liable for any waste committed on the Property, including without limitation the presence of any hazardous substances, or for any negligence in the management, upkeep, repair, or control of the Property resulting in loss or injury or death to any lessee, licensee, employee, or stranger. Assignor's obligations and liabilities pursuant to this provision shall survive the cancellation of this Assignment and shall survive Lender's exercise of any of its rights and remedies provided for under this Assignment or otherwise provided by law.

COLLECTION OF RENTS. Provided no Event of Default exists under the Indebtedness or any of the Related Documents, Lender agrees not to demand from any lessor or lessee under the Leases or from any other persons liable therefor, any of the Rents hereby assigned, but shall permit Assignor to collect all such Rents from the Property and the Leases, so long as not collected more than one (1) month in advance of their due date.

EVENTS OF DEFAULT. The following events shall constitute default under this Assignment (each an "Event of Default"):

- (a) Failure to make required payments when due under Indebtedness;
- (b) Failure to perform or keep any of the covenants of this Assignment or a default under any of the Related Documents;
- (c) Assignor or any person or entity obligated on the Indebtedness materially defaults under a provision of an agreement with a third party or if the indebtedness under such an agreement is accelerated;
- (d) The making of any oral or written statement or assertion to Lender that is false or misleading in any material respect by Assignor or any person obligated on the Indebtedness;
- (e) If there is entered against Assignor, or any person or entity obligated on the Indebtedness, a judgment which materially affects the business or financial condition of such party, or materially affects the Property or the Leases and Rents, or if a tax lien, writ of attachment, garnishment, execution, or similar item is or will be issued against the Property, and which remains unpaid, unstayed on appeal, undischarged, unbonded, or undismissed within such time and manner as deemed acceptable by Lender, in its sole discretion;
- (f) The death, dissolution, insolvency, bankruptcy or receivership proceeding of Assignor or of any person or entity obligated on the Indebtedness;
- (g) Any assignment by Assignor for the benefit of Assignor's creditors;
- (h) Lender has a good-faith belief that Lender's rights in the Property or the Leases and Rents are or will soon be impaired;
- (i) A material adverse change occurs in the financial condition, ownership, or management of Borrower or any person obligated on the Indebtedness; or
- (j) Lender deems itself insecure for any reason whatsoever.

REMEDIES. Upon the occurrence of an Event of Default under this Assignment, the Indebtedness or the Related Documents, Lender may declare all sums secured hereby immediately due and payable and may, at Lender's option, without notice, either in Lender's person or by agent and with or without bringing any action or proceeding, or by any receiver appointed by the court, enter upon, take possession of, and manage and operate the Property, and each and every part thereof, and in connection therewith, Lender may make, enforce, and modify any of the Leases; fix or modify Rents; repair, maintain and improve the Property; employ contractors, subcontractors, and workmen in and about the Property; obtain and evict tenants; in its own name, sue for and otherwise collect or reserve any and all Rents, including those past due and unpaid; employ leasing agents, managing agents, attorneys, and accountants in connection with the enforcement of Lender's rights hereunder and pay the reasonable fees and expenses thereof; and otherwise do and perform any and all acts which Lender may deem necessary and appropriate in and about the Property for the protection thereof and of Lender's rights hereunder and under the Related Documents, and any and all amounts expended by Lender in connection with the foregoing shall constitute additional Indebtedness secured hereby to the extent permitted by law. Lender shall apply any moneys collected, as aforesaid, less costs and expenses incurred, upon any Indebtedness secured hereby in such order and manner as Lender may determine and to the extent permitted by law.

The parties agree that the remedies available may be inadequate compensation for any loss. Therefore, to the extent allowed by applicable law, in Lender's sole discretion, Lender may seek specific performance of any promise, obligation, or covenant contained in this Assignment. Any defense in any action for specific performance that the remedy at law would be adequate is waived.

To the extent allowed by law, all of Lender's rights and remedies, however evidenced and from whichever source they derive, are cumulative in nature. Lender is entitled to exercise any remedy in any order it determines appropriate. Lender may exercise remedies singularly or concurrently. This Assignment is continuing, irrevocable, and shall remain in full force and effect until such time as Lender executes a written cancellation of this Assignment.

NOTICES. Unless otherwise required by applicable law or provided under this Assignment, any notice or demand given by Lender to any party is considered effective when: (i) it is deposited in the United States Mail with the appropriate postage; (ii) when it is sent via electronic mail; (iii) when it is sent via facsimile; (iv) when it is deposited with a nationally recognized overnight courier service; (v) on the day of personal delivery; or (vi) any

other commercially reasonable means. Such notice or demand shall be sent to the party at the address contained herein or at an alternative address, e-mail address, or facsimile number as may be provided to Lender in writing. Any notice given to Lender must be addressed to Lender at the address contained herein or at an alternative address as may be provided by Lender in writing.

GENERAL WAIVERS. To the extent permitted by law, Assignor waives notice of Lender's acceptance of this Assignment, defenses based on suretyship, any defense arising from any election by Lender under the United States Bankruptcy Code, Uniform Commercial Code, as enacted in the state where Lender is located or other applicable law or in equity, demand, notice of acceleration, notice of nonpayment, presentment, protest, notice of dishonor and any other notice.

TO THE EXTENT PERMITTED BY LAW, ASSIGNOR WAIVES ANY RIGHT TO NOTICE, OTHER THAN ANY NOTICE REQUIRED HEREIN, AND WAIVES ANY RIGHT TO ANY HEARING, JUDICIAL OR OTHERWISE, PRIOR TO THE LENDER EXERCISING ITS RIGHTS UNDER THIS ASSIGNMENT.

PAYMENT OF RENTS TO LENDER. All tenants or occupants of any part of the Property (including without limitation, all persons claiming any interest as lessor or lessee under any Leases) are hereby authorized to recognize the claims and demands of Lender without investigation as to the reason for any action taken by Lender or the validity of the amount of indebtedness owing to or the existence of any default hereunder or under the Related Documents, or the application of payments made by Lender, of any amounts to be paid to Lender. Lender's sole signature shall be sufficient for the exercise of any right under this Assignment and Lender's sole receipt given for any sums received shall be a full discharge and release therefor to any such tenant or occupant of the Property. Checks for all or any part of the rental collected under this Assignment shall be made to the exclusive order of Lender.

ASSIGNABILITY. Lender may assign or otherwise transfer this Assignment or any of Lender's rights under this Assignment without notice to Assignor. Assignor may not assign this Assignment or any part of the Assignment without the express written consent of Lender.

SUCCESSORS AND ASSIGNS. All covenants and agreements contained in this Assignment shall bind, and the rights hereunder shall inure to the respective successors and assigns of the Assignor and the Lender.

ENTIRE AGREEMENT This Assignment, along with any of the Related Documents, encompasses the entire agreement of the parties and supersedes all prior oral or written agreements, commitments, and understandings between the parties relating to the subject matter of this Assignment. This Assignment cannot be modified except by a writing executed by those parties burdened by the modification.

SEVERABILITY. If any term is illegal, invalid, or unenforceable, the term shall be excluded and ineffective to the extent of such invalidity or unenforceability. All other terms shall remain in full force and effect.

HEADINGS. The headings are for the general convenience of the parties in identifying subject matter. The headings have no limiting effect on the text that follows any particular heading.

SINGULAR AND PLURAL TERMS. All words in the singular shall include the plural and the plural shall include the singular.

ATTORNEY'S FEES, COSTS, AND EXPENSES. Assignor agrees to pay all of Lender's costs, fees, and expenses arising out of or related to the enforcement of this Assignment or the relationship between the parties. Included in the fees that Lender may recover from Assignor are the reasonable attorney's fees that Lender incurs, including all fees incurred in the course of representing Lender before, during, or after any lawsuit, arbitration, or other proceeding and those incurred in appeals, whether the issues arise out of contract, tort, bankruptcy, or any other area of law. Included in the costs and expenses which Lender may recover are all court, alternative dispute resolution or other collection costs, and all expenses incidental to perfecting Lender's security interests and liens, preserving the collateral (including payment of taxes and insurance), records searches, and expenses related to audits, inspection, and copying. All costs and expenses Lender is entitled to recover shall accrue interest at the highest rate set forth in any of the Related Documents.

GOVERNING LAW. This Assignment will be governed by the laws of the State of Florida including all proceedings arising from this Assignment.

COUNTERPARTS. This Assignment may be executed by the parties using any number of copies. All executed copies taken together will be treated as a single Assignment.

WAIVER OF JURY TRIAL. All parties to this Assignment hereby knowingly and voluntarily waive, to the fullest extent permitted by law, any right to trial by jury of any dispute, whether in contract, tort, or otherwise, arising out of, in connection with, related to, or incidental to the relationship established between them in this Assignment or any other instrument, document or agreement executed or delivered in connection with this Assignment or the Related Documents.

ORAL AGREEMENTS DISCLAIMER. This Assignment represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

By signing this Assignment, Assignor acknowledges reading, understanding, and agreeing to all its provisions.

Harold E. Sherrill 8/30/24

HAROLD E. SHERRILL Date

Shirley Ann Sherrill 8/30/24

Shirley Ann Sherrill Date
Individually

Florida **INDIVIDUAL ACKNOWLEDGMENT**

STATE OF ~~ALABAMA~~

COUNTY OF Escambia

I, Lisa Novatka, a Notary Public, do hereby certify that HAROLD E. SHERRILL and Shirley Ann Sherrill, Husband and wife, whose names are signed to the foregoing and who are known to me, acknowledged before me on this day that, being informed of the contents of the Assignment, they executed the same, voluntarily, on the day the same bears date. Given under my hand this August 30, 2024.

My commission expires:

Lisa Novatka

Identification Number

(Official Seal)



LISA MARIE NOVATKA
Commission # HH 474212
Expires January 4, 2028

THIS INSTRUMENT PREPARED BY:
First Cahawba Bank
Sandy Freine
P.O. Box 3822
Gulf Shores AL 365470000

AFTER RECORDING RETURN TO:
First Cahawba Bank
Sandy Freine
P.O. Box 3822
Gulf Shores AL 365470000

Exhibit "A"

Commencing where the East line of Sea Spray Drive intersects with the North line of Innerarity Road; thence North along the East line, a distance of 604.0 feet; thence East at right angles, a distance of 384.25 feet to the West line of a County Road right of way; thence North along the West line of said road, a distance of 240.0 feet for the Point of Beginning; thence West at right angles, a distance of 174.0 feet; thence North at right angles, a distance of 80 feet; thence East at right angles a distance of 174.0 feet; thence South at right angles, a distance of 80 feet to the Point of Beginning, all being and lying in Section 14, Township 3 South, Range 32 West, Escambia County, Florida.

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

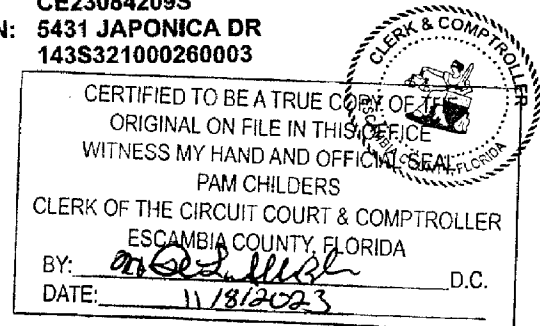
PETITIONER
ESCAMBIA COUNTY FLORIDA,

CASE NO: CE23084209S
LOCATION: 5431 JAPONICA DR
PR#: 143S321000260003

VS.

YOUNG MARY ANN EST OF,
5431 JAPONICA AVE
PENSACOLA, FL 32507

RESPONDENT(S)



ORDER

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

Sec. 82-171. Solid Waste - Mandatory Collection

THEREFORE, the Special Magistrate, being otherwise fully apprised, finds as follows:

It is hereby **ORDERED** that the **RESPONDENT(S)** shall have until **12/7/2023** to correct the violation(s) and to bring the violation into compliance. Corrective action shall include:

Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods

If Respondent(s) fail to fully correct the violation(s) within the time required, Respondent(s) will be assessed a fine of **\$25.00** per day, commencing **12/8/2023**. This fine shall continue until the violation(s) is/are abated and the violation(s) brought into compliance, or until as otherwise provided by law. **RESPONDENT IS REQUIRED**, immediately upon full correction of the violation(s), to contact the Escambia County Office of Environmental Enforcement in writing to request that the office immediately inspect the property to make an official determination of whether the violation(s) has/have been abated and brought into compliance. If the violation(s) is/are not abated within the specified time period, Escambia County may elect to undertake any necessary measures to abate the violation(s). These measures could include, but are not limited to, **DEMOLISHING NON-COMPLIANT STRUCTURES, LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S)**. At the request of Escambia County, the Sheriff shall enforce this order by taking reasonable law enforcement action to remove from the premises any unauthorized person interfering with the execution of this order or otherwise refusing to leave after warning. The reasonable cost of such abatement will be assessed against **RESPONDENT(S)** and shall constitute a lien on the property. Pursuant to Escambia County Resolution R2017-132, costs in the amount of **\$250.00** are awarded in favor of Escambia County as the prevailing party against **RESPONDENT(S)**.


This fine shall be forwarded to the Board of County Commissioners of Escambia County. Under the authority of Sec. 162.09, Fla. Stat., as amended, and Sec. 30-35 of the Escambia County Code of Ordinances, as amended, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All fees, fines, and costs owing hereunder shall constitute a lien upon **ALL REAL AND PERSONAL PROPERTY OWNED BY RESPONDENT(S)** including property involved

herein, which lien can be enforced by foreclosure and as provided by law.

RESPONDENT(S) have the right to appeal the order(s) of the Special Magistrate to the Circuit Court of Escambia County. If RESPONDENT(S) wish(es) to appeal, RESPONDENT(S) must provide notice of such appeal in writing to both the Environmental Enforcement Division at 3363 West Park Place, Pensacola, Florida 32505, and the Escambia County Circuit Court, M.C. Blanchard Judicial Building, 190 W. Government St, Pensacola, Florida, 32502, no later than **30 days from the date of this order. Failure to timely file a Written Notice of Appeal will constitute a waiver of the right to appeal this order.**

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

DONE AND ORDERED in Escambia County, Florida on this 7th day of November, 2023.



John B. Trawick
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 8/15/2024 8:52 AM OR Book 9189 Page 520,
Instrument #2024062137, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$10.00

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

ESCAMBIA COUNTY, FLORIDA

vs.

YOUNG MARY ANN EST OF,
5431 JAPONICA AVE
PENSACOLA, FL 32507

Case No: CE23084209S
Location: 5431 JAPONICA DR
PR #: 143S321000260003

Cost Order

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances.

Escambia County has confirmed that the property has been brought into compliance per the Special Magistrate Order. THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated 11/7/2023.


Itemized Cost	
Daily fines	\$4,650.00 \$25.00 Per Day From: <u>12/08/2023</u> To: <u>06/11/2024</u>
Fines	\$0.00
Court Cost	\$250.00
County Abatement Fees	\$0.00
Administrative Costs	\$0.00
Payments	\$0.00

Total: \$4,900.00

DONE AND ORDERED at Escambia County, Florida on

August 13 2024


John B. Trawick
Special Magistrate
Office of Environmental Enforcement

CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER
ESCAMBIA COUNTY, FLORIDA
BY:  D.C.
DATE: 8/15/24

This document prepared by:
Escambia County, Florida
Environmental Enforcement Division
Escambia County Central Office Complex
3363 West Park Place
Pensacola, FL 32505
(850) 595-1820

CE:23031009S

**NOTICE OF LIEN
(Nuisance Abatement)**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

This lien is imposed by the Office of Environmental Enforcement Escambia County, Florida, for certain costs incurred by the County to abate violations of the County Nuisance Abatement Ordinance, Sections 42-196-42-198, Escambia County Code of Ordinances, on property owned by SHERRILL HAROLD E & SHERRILL SHIRLEY ANN located at 5431 JAPONICA DR and more particularly described as:

PR#143S321000260003

Legal Description

BEG WHERE E LI OF SEA SPRAY DR IVE INTERSECTS WITH N LI INNER ARITY RD N ALG E LI 604 FT E A T RT ANG 384 25/100 FT TO W LI OF CO RD R/W N ALG W LI OF SD RD 240 FT FOR POB W AT RT ANG...

A field investigation by the Office of Environmental Enforcement was conducted on 9/11/2024 and revealed that the property was in violation of the following provisions of the Escambia County Nuisance Abatement Ordinance: Sec. 42-196(a) , Sec. 42-196(b) , Sec. 42-196(d)

Following notice and written demand to the owner by certified mail, return receipt requested, and posting in accordance with Section 42-164, Escambia County Code of Ordinances, and the owner having not abated the violation or requested or demonstrated at a hearing before the Escambia County Board of County Commissioners that the property is not in violation of the referenced provisions of the ordinance within ten days of the date of the written demand (or in the case of a repeat violation, within three days of the date of the written demand) the County abated the violations and incurred the following costs, which shall constitute a lien against the property:

Abatement costs	\$1830.00
Administrative costs	\$0.00
Total	\$1830.00

The principal amount of this lien shall bear interest at a rate 6% per annum; provided, however, that no interest should accrue until the 30th day after the filing of the lien in the official records of the Clerk of the Circuit Court. This lien may be enforced at any time by the Board of County Commissioners after 30 days from the date of recording this Notice of Lien to recover the amount due, together with all costs and reasonable attorneys' fees, by proceeding in a court of equity to foreclose lines in the manner in which a mortgage lien is foreclosed or as collection and enforcement of payment may be accomplished by other methods authorized by law.

Executed this 13th day of September 2024 by the County Administrator, Wesley J. Moreno as authorized by the Escambia County Board of County Commissioners.

ESCAMBIA COUNTY, FLORIDA

Witness Cecelia Amos
Print Name Cecelia Amos

Wesley J. Moreno
By: Wesley J. Moreno,
County Administrator
221 Palafox Place, Suite 420
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The forgoing instrument was acknowledged before me this 13th day of September, 2024, by Wesley J. Moreno, as County Administrator for Escambia County, Florida, on behalf of the Board of County Commissioners. He (☒) is personally known to me or (☐) has produced current _____ as identification.



JOSE GOCHEZ
Notary Public
State of Florida
Comm# HH373403
Expires 3/14/2027

(Notary Seal)

Jose Gochez
Signature of Notary Public
Jose Gochez
Printed Name of Notary Public