

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

0225-82

		NVESTMENTS		ND OCEAN	N BANK				
Applicant Name Applicant Address	8724	SW 72 ST #38 //I, FL 33173				Application date		Apr 26, 2024	
Property description	JORDAN EVELYN TRUSTEE FOR JORDAN EVELYN LIVING TRUST 1/3 INT PO BOX 27						ficate #	2022 / 5621	
	JAY, FL 32565 9200 N CENTURY BLVD BLK 11-2196-000 BEG AT INTER OF CENTER LI OF SEC AND E LI OF H/W NLY ALG H/W 903 FT FOR BEG NLY 50 FT ELY 209 FT SLY (Full legal attached.)						certificate issued	06/01/2022	
Part 2: Certificat	es Ov				The State of the S	Appli	<u> </u>	Column 5: Total	
Column 1 Certificate Numbe	er	Column Date of Certific			olumn 3 ount of Certificate	ļ	Column 4 Interest	Column 5: Total (Column 3 + Column 4)	
# 2022/5621		06/01/20)22		273.63		13.68	287.31	
				1			→Part 2: Total*	287.31	
Part 3: Other Ce	rtifica	tes Redeeme	d by Ap	plicant (C	ther than Co	unty)			
Column 1 Certificate Number	nn 1 Column 2 Column 3 Column 4 Column 5			Total (Column 3 + Column 4 + Column 5)					
#/									
				.,			Part 3: Total*	0.00	
Part 4: Tax Colle	ector	Certified Am	ounts (L	ines 1-7)					
Cost of all cert	ificates	s in applicant's	possessio	n and othe			d by applicant of Parts 2 + 3 above)	287.31	
2. Delinquent tax	es paid	d by the applica	ınt					0.00	
3. Current taxes	paid by	the applicant						0.00	
4. Property inform	nation	report fee						200.00	
5. Tax deed appl	ication	fee						175.00	
6. Interest accrue	ed by ta	ax collector und	ler s.197.5	542, F.S. (s	ee Tax Collecto	or Instr	uctions, page 2)	0.00	
7.	Total Paid (Lines 1-6)						662.31		
l certify the above in have been paid, an						y infor	mation report fee, ar	nd tax collector's fees	
D	XX	1					Escambia, Florid	a	
Sign here:	ature la	Collector or Design	nee			D	oate <u>April 29th, 2</u>	2024	
Sign	11		-				See Instructions on Pag		

1

Par	rt 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 I	Signature, Clerk of Court or Designee	25000
] [

INSTRUCTIONS + 6.25

Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

BEG AT INTER OF CENTER LI OF SEC AND E LI OF H/W NLY ALG H/W 903 FT FOR BEG NLY 50 FT ELY 209 FT SLY 50 FT WLY 209 FT TO BEG PART OF LT 7 ALSO BEG AT NW COR OF LT 7 S 100 FT TO RD SE ALG RD 313 FT FOR POB E 208 FT S 104 FT W 208 FT N 104 FT TO POB OR 4764 P 247 OR 6290 P 1088 LESS OR 8503 P 327 ROAD R/W

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

Application Number: 2400826

Account Number	Certificate No.	Date	Legal Description
11-2196-000	2022/5621	06-01-2022	BEG AT INTER OF CENTER LI OF SEC AND E LI OF H/W NLY ALG H/W 903 FT FOR BEG NLY 50 FT ELY 209 FT SLY 50 FT WLY 209 FT TO BEG PART OF LT 7 ALSO BEG AT NW COR OF LT 7 S 100 FT TO RD SE ALG RD 313 FT FOR POB E 208 FT S 104 FT W 208 FT N 104 FT TO POB OR 4764 P 247 OR 6290 P 1088 LESS OR 8503 P 327 ROAD R/W
I agree to:			
 pay any current ta 	axes, if due and nding tax certificates plus into	erest not in my r	possession, and
 redeem all outstar 	maning tax continuation plane		
	t and omitted taxes, plus inte	reat covering an	- ppy.
 pay all delinquent 	ctor's fees, property information	•	Clerk of the Court costs, charges and fees, and
 pay all delinquent pay all Tax Collect Sheriff's costs, if a 	ctor's fees, property information applicable. It is applicated in this application application in the second in t	n report costs, C	



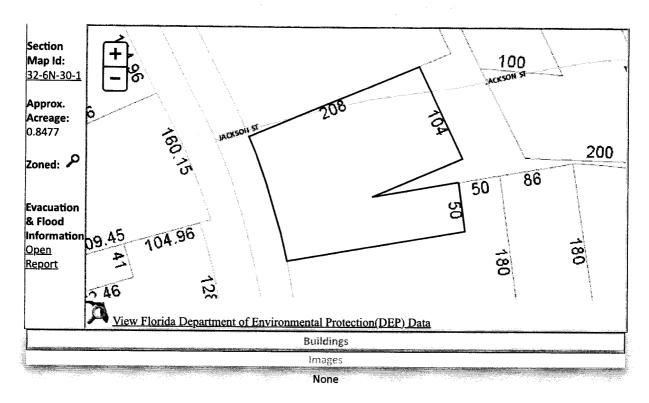
Real Estate Search

Tangible Property Search

Sale List

<u>Back</u>

INDV. IVIC	Jue e	ACCO	uni O Paro	Lerio	<u> </u>				Printer Frie	naly version
General Information						Assessn	rents	vo anni von 1740.		***************************************
Parcel ID:	326N300714000000						Land	Imprv	Total	Cap Val
Account:	112196000				2023	\$5,700	\$9,000	\$14,700	\$14,700	
Owners:			VELYN TRU			2022	\$5,700	\$9,000	\$14,700	\$14,700
	JORDAN EVELYN LIVING TRUST 1/3 INT FLOYD JACK & MISHOE CHRISTY				2021	\$5,700	\$9,000	\$14,700	\$14,700	
Mail:		OX 27						Disclaime	r	
IVIGII.									-,	
Situs:	JAY, FL 32565 9200 N CENTURY BLVD BLK 32535				32535	Tax Estimator				
Use Code:	VAC	ANT C	OMMERCIA	L-IMP	RVD 🔑	File for Exemption(s) Online Report Storm Damage				
Taxing Authority:	CENT	TURY (CITY LIMITS						·····	
Tax Inquiry:	<u>Oper</u>	1 Tax I	nquiry Win	dow						
Tax Inquiry li Escambia Co				sford						
Sales Data						2023 Ce	rtified Roll Exe	emptions	, , , , , , , , , , , , , , , , , , ,	1.0,
Sale Date	Book	Page	Value	Туре	Official Records (New Window)	None		, and Asset L	Entre La Company	1.00
02/20/2008	6290	1088	\$100	WD	₽,	Legal De	scription			
09/2001	4764	247	\$100,000	WD	Ġ	Formanion	NTER OF CENT	TER LI OF SEC	AND ELLOF H	I/W NLY
06/1981	1569	619	\$12,500	WD	Ē,	ALG H/W	/ 903 FT FOR E			
01/1973	668	805	\$5,000	WD	Ē	WLY 209 🎜				
01/1966	321	27	\$3,500	WD						
Official Recor Escambia Cou Comptroller					nilders	Extra Fea	atures			
Parcel Inform	ation	r veralt		HERE V	aniese Talas paras	<u> </u>			Laurah lata	



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

Last Updated:05/08/2024 (tc.6682)

Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2024035909 5/10/2024 1:31 PM OFF REC BK: 9145 PG: 286 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That JPL INVESTMENTS CORP AND OCEAN BANK holder of Tax Certificate No. 05621, issued the 1st day of June, A.D., 2022 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG AT INTER OF CENTER LI OF SEC AND E LI OF H/W NLY ALG H/W 903 FT FOR BEG NLY 50 FT ELY 209 FT SLY 50 FT WLY 209 FT TO BEG PART OF LT 7 ALSO BEG AT NW COR OF LT 7 S 100 FT TO RD SE ALG RD 313 FT FOR POB E 208 FT S 104 FT W 208 FT N 104 FT TO POB OR 4764 P 247 OR 6290 P 1088 LESS OR 8503 P 327 ROAD R/W

SECTION 32, TOWNSHIP 6 N, RANGE 30 W

TAX ACCOUNT NUMBER 112196000 (0225-82)

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

EVELYN JORDAN TRUSTEE FOR EVELYN JORDAN LIVING TRUST and JACK FLOYD and CHRISTY MISHOE

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

Dated this 10th day of May 2024.

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

GOMPT AND TO SERVICE OF THE SERVICE

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

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: 112196000 Certificate Number: 005621 of 2022

Payor: EVELYN JORDAN PO BOX 27 JAY FL 32565 **Date** 8/21/2024

Clerk's Check #	48115	Clerk's Total	\$524/40 \$ 871.6
Tax Collector Check #	1	Tax Collector's Total	\$7 67 .91
		Postage	\$100.00
		Researcher Copies	\$0.00
		Recording	\$10.00
	The state of the s	Prep Fee	\$7.00
	wales	Total Received	-\$1,409.31
The state of the s			\$ 000 (.(.

18 888 de

PAM CHILDERS Clerk of the Circuit Court

Received By: **Deputy Clerk**

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

PAM CHILDERS

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



COUNTY OF ESCAMBIA OFFICE OF THE CLERK OF THE CIRCUIT COURT

BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

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

Case # 2022 TD 005621

Redeemed Date 8/21/2024

Name EVELYN JORDAN PO BOX 27 JAY FL 32565

Clerk's Total = TAXDEED	\$524/40 \$871.66
Due Tax Collector = TAXDEED	\$76 , 91
Postage = TD2	\$100.00
ResearcherCopies = TD6	\$0.00
Release TDA Notice (Recording) = RECORD2	\$10.00
Release TDA Notice (Prep Fee) = TD4	\$7.00

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
			FINANCIAL SUN	IMARY	
No Inform	mation Availa	ble - See [Dockets		





PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator
Account: 112196000 Certificate Number: 005621 of 2022

Redemption No V	Application Date 4/26/2024	Interest Rate 18%
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 2/5/2025	Redemption Date 8/21/2024
Months	10	4
Tax Collector	\$662.31	\$662.31
Tax Collector Interest	\$99.35	\$39.74
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$767.91	\$708.30)
Record TDA Notice	\$17.00	\$17.00
Clerk Fee	\$119.00	\$119.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$200.00	\$200.00
App. Fee Interest	\$68.40	\$27.36
Total Clerk	\$524.40	\$483.36 CH
Release TDA Notice (Recording)	\$10.00	\$10.00
Release TDA Notice (Prep Fee)	\$7.00	\$7.00
Postage	\$100.00	\$0.00
Researcher Copies	\$0.00	\$0.00
Total Redemption Amount	\$1,409.31	\$1,208.66
	Repayment Overpayment Refund Amount	\$200.65
Book/Page	9145	286



PROPERTY INFORMATION REPORT

3050 Concho Drive, Pensacola, Florida 32507 | Phone: 850-466-3077

THE ATTACHED	REPORT IS ISSUED TO:							
SCOTT LUNSFO	RD, ESCAMBIA COUNTY TAX	COLLECTOR						
TAX ACCOUNT	TAX ACCOUNT #: 11-2196-000 CERTIFICATE #: 2022-5621							
REPORT IS LIMI	NOT TITLE INSURANCE. THE TED TO THE PERSON(S) EXPE REPORT AS THE RECIPIENT(S	RESSLY IDENTIFIED BY	Y NAME IN THE PROPERTY					
listing of the owne tax information an encumbrances reco title to said land as	ort prepared in accordance with the er(s) of record of the land described a listing and copies of all open corded in the Official Record Book s listed on page 2 herein. It is the red. If a copy of any document listely.	d herein together with current unsatisfied leases, mortg s of Escambia County, Floresponsibility of the party	rent and delinquent ad valorem gages, judgments and orida that appear to encumber the named above to verify receipt of					
and mineral or any encroachments, ov	bject to: Current year taxes; taxes subsurface rights of any kind or rerlaps, boundary line disputes, an ion of the premises.	nature; easements, restricti	ons and covenants of record;					
	not insure or guarantee the validity nsurance policy, an opinion of titl							
Use of the term "R	Report" herein refers to the Propert	ry Information Report and	the documents attached hereto.					
Period Searched:	October 7, 2004 to and includ	ling October 7, 2024	Abstractor: Vicki Campbel					
BY								
Malp	hl/							

Michael A. Campbell,

As President

Dated: October 11, 2024

PROPERTY INFORMATION REPORT

CONTINUATION PAGE

October 11, 2024

Tax Account #: 11-2196-000

1. The Grantee(s) of the last deed(s) of record is/are: JACK FLOYD AND CHRISTY MISHOE AND EVEYLYN JORDAN AS TRUSTEE UNDER THE REVOCABLE LIVING TRUST AGREEMENT OF EVELYN JORDAN DATED FEBRUARY 20, 2008

By Virtue of Warranty Deed recorded 9/4/2001 in OR 4764/247 and Warranty Deed recorded 2/22/2008 - OR 6290/1088

- 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 J B Johnson and Laura M Johnson recorded 9/4/2001 OR 4764/250
- **4.** Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 11-2196-000 Assessed Value: \$14,700.00

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 TI	OA .				
TAX DEED SALE DATE:	FEB 5, 2025				
TAX ACCOUNT #:	11-2196-000				
CERTIFICATE #:	2022-5621				
those persons, firms, and/or agencies having leg	atutes, the following is a list of names and addresses of gal interest in or claim against the above-described cate is being submitted as proper notification of tax deed				
YES NO ☐ Notify City of Pensacola, P.O. Bo ☐ Notify Escambia County, 190 Go ☐ Homestead for 2023 tax year.					
EVELYN JORDAN TRUSTEE FOR THE EVELYN JORDAN REVOCABLE LIVING TRUST JACK FLOYD AND CHRISTY MISHOE PO BOX 27 JAV FL 32565	J B JOHNSON AND LAURA M JOHNSON PO BOX 113 CENTRUY, FL 32535				

EVELYN JORDAN TRUSTEE FOR THE EVELYN JORDAN REVOCABLE LIVING TRUST JACK FLOYD AND CHRISTY MISHOE 9200 N CENTURY BLVD CENTURY, FL 32535

Certified and delivered to Escambia County Tax Collector, this 11th day of October, 2024. PERDIDO TITLE & ABSTRACT, INC.

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

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

PROPERTY INFORMATION REPORT

October 11, 2024 Tax Account #:11-2196-000

LEGAL DESCRIPTION EXHIBIT "A"

BEG AT INTER OF CENTER LI OF SEC AND E LI OF H/W NLY ALG H/W 903 FT FOR BEG NLY 50 FT ELY 209 FT SLY 50 FT WLY 209 FT TO BEG PART OF LT 7 ALSO BEG AT NW COR OF LT 7 S 100 FT TO RD SE ALG RD 313 FT FOR POB E 208 FT S 104 FT W 208 FT N 104 FT TO POB OR 4764 P 247 OR 6290 P 1088 LESS OR 8394 P 748 ROAD R/W LESS OR 8503 P 327 ROAD R/W

SECTION 32, TOWNSHIP 6 N, RANGE 30 W

TAX ACCOUNT NUMBER 11-2196-000(0225-82)

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

15 - 200 3 with

Prepared By: James C. Taylor Taylor & Van Matre, P.A. 4300 Bayou Blvd., Suite #16 Pensacola FL 32503

Pensacola FL 32503 File Number: REC-992

Parcel ID #: 11-2196-000 and 00-0537-930

OR BK 4764 PGO247 Escambia County, Florida INSTRUMENT 2001-879284

DEED DOC STAMPS PD @ ESC CD \$ 700.00
09/04/01 ERNIE LEE-MAGNED CLERK
By:

WARRANTY DEED (INDIVIDUAL)

This WARRANTY DEED, dated SEPTEMBER 4, 2001

by

J.B. JOHNSON and LAURA M. JOHNSON aka LAURA MARIE JOHNSON and LAURA JOHNSON, husband and wife

whose post office address is:

P.O. BOX 113 CENTURY FL 32535

hereinafter called the GRANTOR, to

EVELYN JORDAN and JACK FLOYD and CHRISTY MISHOE, as joint tenants with right of survivorship and not as tenants in common

whose post office address is:

P.O. BOX 27 JAY FL 32565

hereinafter called the GRANTEE:

(Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in **ESCAMBIA** County, Florida, viz:

PARCEL 1:

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 30 WEST, RUNNING 100 FEET SOUTH TO PUBLIC ROAD (PENSACOLA-FLOMATON HIGHWAY); THENCE, SOUTHERLY ALONG THE EAST LINE OF SAID HIGHWAY, 319 FEET FOR A POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LOT; THENCE EAST PARALLEL WITH NORTH LINE OF THE ABOVE DESCRIBED QUARTER SECTION, 208 FEET; THENCE, SOUTHERLY PARALLEL WITH SAID PENSACOLA-FLOMATON HIGHWAY, 104 FEET; THENCE, WEST PARALLEL WITH NORTH LINE OF THE ABOVE QUARTER SECTION, 208 FEET TO THE PENSACOLA-FLOMATON HIGHWAY; THENCE, NORTHERLY ALONG EAST LINE OF SAID HIGHWAY, 104 FEET TO THE POINT OF BEGINNING (1/2 ACRE).

PARCEL 2:

A PARCEL OF LAND LYING AND BEING IN SECTION 32, TOWNSHIP 6 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

A LOT OR PARCEL OF LAND LYING AND BEING A PORTION OF LOT 7, ACCORDING TO U.S. SUBDIVISION OF SAID SECTION (BEING OTHERWISE REFERRED TO AS THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 30 WEST, DESCRIBED AS FOLLOWS: FROM THE CENTER POST OF SAID SECTION MEASURE 384 FEET TO THE EAST RIGHT-OF-WAY LINE OF STATE ROAD #7; THENCE NORTH 12 DEGREES, 25 MINUTES WEST ALONG SAID RIGHT-OF-WAY LINE 903 FEET TO A STAKE FOR THE SOUTHWEST CORNER OF SAID LOT OR PARCEL OF LAND HEREIN DESCRIBED, AND HEREIN AND HEREBY CONVEYED; FROM THIS STATE OR CORNER CONTINUE NORTH 12 DEGREES 25 MINUTES WEST 50 FEET TO A STAKE AT THE NORTHWEST CORNER OF SAID LOT; THENCE NORTH 77 DEGREES, 35 MINUTES EAST BEING AT RIGHT ANGLES 209 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 12 DEGREES 25 MINUTES EAST AND PARALLEL WITH SAID HIGHWAY 50 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE SOUTH 77 DEGREES, 35 MINUTES WEST 209 FEET TO SAID EAST RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2001 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land; that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

OR BK 4764 PGO248 Escambia County, Florida INSTRUMENT 2001-879284

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WHTNESSES:

Witness Signature:

Witness Print Name: JAMES

VouneBoucket

Witness Signature: 1

Witness Print Name:

J.B. JOHNSON

Ma TMOOR LAURA M. JOHNSON aka LAURA MARIE

JOHNSON and LAURA JOHNSON

State of FLORIDA

County of ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this <u>Aug-30,200(</u> by:J.B. JOHNSON and LAURA M. JOHNSON aka LAURA MARIE JOHNSON and LAURA JOHNSON, husband and wife who is personally known to me or who has produced Drivers License as identification and who did not take an oath.

NOTARY PUBLIC

My Commission Expires:

JAMES C. TAYLOR Notary Public - State of Florida Commission No. CC984843 My Commission Expires 11/29/04

RESIDENTIAL SALES

ABUTTING ROADWAY MAINTENANCE DISCLOSURE

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

NAME OF ROADWAY:

LEGAL ADDRESS OF PROPERTY:

THE COUNTY (X) <u>HAS ACCEPTED</u> () <u>HAS NOT ACCEPTED</u> THE ABUTTING ROADWAY FOR MAINTENANCE.

RCD Sep 04, 2001 09:26 am Escambia County, Florida

This form completed by: REC-992

Taylor & Van Matre, P.A. 4300 Bayou Blvd., Suite #16 Pensacola, FL 32503 Ernie Lee Magaha Clerk of the Circuit Court INSTRUMENT 2001-879284

AS TO SELLER(S):	
Lawam Johnon-	Witness Name: / JAMES C. TAYLOR
LAURA M. JOHÝSON	Witness Name: DENISE MINTON
AS TO BUYER(S):	
Faily John	e abother den
EVELYN JORDAN	Witness Name: Tabatha Herring
Jan The	Carly dutto
JACK FLOYD	Witness Name: CAthy Hutto
CHRISTY MISHOE	1

Without benefit of title examination this instrument prepared by: William V. Linne, Esquire 127 Palafox Place, Suite 100 P.O. Box 12347 Pensacola, FL 32591-2347

STATE OF FLORIDA COUNTY OF ESCAMBIA

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that EVELYN JORDAN, an unremarried widow, whose mailing address is Post Office Box 27, Jay, Florida 32565, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, have bargained, sold, conveyed and granted unto EVELYN JORDAN, as Trustee under the Revocable Living Trust Agreement of Evelyn Jordan, dated February 20, 2008, whose mailing address is Post Office Box 27, Jay, Florida 32565, her successors and assigns, forever, an undivided one-third (1/3) interest in the real property located in Escambia County, Florida described as follows:

Parcel 1:

Begin at the Northwest corner of the Southwest Quarter of the Northeast Quarter of Section 32, Township 6 North, Range 30 West, running 100 feet South to public road (Pensacola-Flomaton Highway); thence, Southerly along the East line of said highway, 319 feet for a Point of Beginning of the following described lot; thence East parallel with North line of the above described Quarter Section, 208 feet; thence, Southerly parallel with said Pensacola-Flomaton Highway, 104 feet; thence, West parallel with North line of the above Quarter Section, 208 feet to the Pensacola-Flomaton Highway; thence, Northerly along East line of said highway, 104 feet to the Point of Beginning (1/2 acre).

Parcel 2:

A parcel of land lying and being in Section 32, Township 6 North, Range 30 West, Escambia County, Florida, described as follows:

A lot or parcel of land lying and being a portion of Lot 7, according to U.S. subdivision of said section (being otherwise referred to as the Southwest Quarter of the Northeast Quarter of Section 32, Township 6 North, Range 30 West, described as follows: From the center post of said section measure 384 feet to the East Right-of-Way line of State Road #7; thence North 12 degrees, 25 minutes West along said Right-of-Way line 903 feet to a stake for the Southwest corner of said lot or parcel of land herein described, and herein and hereby conveyed; from this **stake** or corner continue North 12 degrees 25 minutes West 50 feet to a stake at the Northwest corner of said lot; thence North 77 degrees, 35 minutes East being at right angles 209 feet to the Northeast corner of said lot; thence South 12 degrees 25 minutes East and parallel with said highway 50 feet to the Southeast corner of said lot; thence South 77 degrees, 35 minutes West 209 feet to said East Right-of-Way line and the Point of Beginning.

Property Appraiser's Parcel I.D. No.: 32-6N-30-0714-000-000.

The above property is subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to liens, encumbrances, oil, gas and mineral reservations of record.

In the event of the resignation, death or inability of Evelyn Jordan to manage the affairs of the Trust (as determined by two qualified physicians), then JACK FLOYD shall serve as successor Trustee. In the event of the resignation, death or inability of Jack Floyd to manage the affairs of the Trust (as determined by two qualified physicians), then GLENDA HARRISON, CATHY HUTTO and CHRISTY HARPER shall serve as successor co-Trustees. In the event of the resignation, death or inability of either Glenda Harrison or Cathy Hutto to manage the affairs of the Trust (as

determined by two qualified physicians), then ALICIA BARROW shall serve as co-Trustee with the remaining Trustees. In the event of the resignation, death or inability of Glenda Harrison, Cathy Hutto or Alicia Barrow to manage the affairs of the Trust (as determined by two qualified physicians), then JAMES REYNOLDS shall serve as co-Trustee with the remaining Trustees. Thereafter, in the event of the resignation, death or inability of any of the serving Trustees to manage the affairs of the Trust (as determined by two qualified physicians), then the remaining Trustees shall continue to serve as co-Trustees or sole Trustee, as the case may be.

For so long as two or more trustees are serving as Trustees, each Trustee may delegate in writing authority to one of their number to act independently and to execute documents on behalf of all Trustees. If such written delegation of authority is given, any third party dealing with the Trustees shall be entitled to rely on the execution of any document or any action taken by the Trustee receiving such written delegation, as having been performed with full authority to bind all of the Trustees in all respects.

Said Trustees are vested with full rights of ownership over said real property, or the interest therein with full power and authority to deal in and with said real property, and the interest therein or any part thereof. Said Trustees are hereby conferred, pursuant to the requirements of Florida Statute Section 689.071, with the full power and authority to either protect, conserve, and to sell, or to lease, or to encumber, or otherwise manage and dispose of said real property, described above. Together with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining. To have and to hold the same unto the Grantee named, her successors and assigns forever.

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

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal on this 20th day of February, 2008.

Signed, sealed and delivered in the presence of:

William V. Linne

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 20th day of February, 2008 by

Comm. Expires Dec 30, 2011

No. DD 714213

y ko. EVELYN JORDAN, who is personally known to me.

NOTARY PUBLIC

Typed Name: William V. Linne My Commission No.: DD261439 My Commission Expires: 12/30/2007

clients\jordan-evelyn\jordan-esc-prop-jt.dee

Recorded in Public Records 11/05/2010 at 03:52 PM OR Book 6655 Page 873, Instrument #2010072931, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00

Bar in

This instrument prepared by: William V. Linne, Esquire 127 Palafox Place - Suite 100 P. O. Box 12347 Pensacola, FL 32591-2347

<u>AFFIDAVIT</u>

STATE OF FLORIDA COUNTY OF ESCAMBIA

Before me, the undersigned notary public, personally appeared EVELYN JORDAN, who being by me first duly sworn, deposes and says under oath as follows:

- 1. That on February 20, 2008, the Affiant, EVELYN JORDAN, executed a deed conveying certain real property located in Escambia County, Florida to EVELYN JORDAN, as Trustee under the Revocable Living Trust Agreement of Evelyn Jordan dated February 20, 2008. Said deed was recorded in Official Record Book 6290, page 1088, of the Public Records of Escambia County, Florida.
- That the Trust Agreement has been amended to provide that: In the event of the resignation, death or inability of Evelyn Jordan to manage the affairs of the Trust (as determined by two qualified physicians), then JACK FLOYD, GLENDA HARRISON, CATHY HUTTO, and CHRISTY HARPER shall serve as successor co-Trustees. In the event of the resignation, death or inability of either Glenda Harrison or Cathy Hutto to manage the affairs of the Trust (as determined by two qualified physicians), then ALICIA BARROW shall serve as co-Trustee with the remaining Trustees. In the event of the resignation, death or inability of Glenda Harrison, Cathy Hutto or Alicia Barrow to manage the affairs of the Trust (as determined by two qualified physicians), then JAMES REYNOLDS shall serve as co-Trustee with the remaining Trustees. Thereafter, in the event of the resignation, death or inability of any of the serving Trustees to manage the affairs of the Trust (as determined by two qualified physicians), then the remaining Trustees shall continue to serve as co-Trustees or sole Trustee, as the case may be. For so long as two or more trustees are serving as Trustees, each Trustee may delegate in writing authority to one of their number to act independently and to execute documents on behalf of all Trustees. If such written delegation of authority is given, any third party dealing with the Trustees shall be entitled to rely on the execution of any document or any action taken by the Trustee receiving such written delegation, as having been performed with full authority to bind all of the Trustees in all respects.

FURTHER AFFIANT SAYETH NOT.

STATE OF FLORIDA COUNTY OF SANTA ROSA

2016 2009, by EVELYN Sworn to and subscribed before me this 12 day of October JORDAN, who is personally known to me.

GAIL HENDERSON MY COMMISSION # EE 017695 EXPIRES: August 16, 2014
Bonded Tirru Notary Public Underwriters

Henderson Typed Name: GAIL Commission Expires: August 14 2014

Commission No.: <u>EE 017675</u>

clients\jordan-evelyn\affidavit - escambia county

Recorded in Public Records 4/8/2021 12:21 PM OR Book 8503 Page 327, Instrument #2021037863, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$35.50 Deed Stamps \$0.70

01-GWD.14-11/00

July 1, 2020

This instrument prepared by, or under the direction of,

Department of Transportation P. O. Box 607 Chipley, FL 32428

Legal description approved by, Paul A, Snelgrove

109.1 Parcel Item/Segment No. 2185942 Managing District 3 S.R. No.

95 County Escambia

WARRANTY DEED

THIS WARRANTY DEED Made the 2 day of MUL 20 2, by EVELYN JORDAN, Trustee under the REVOCABLE LIVING TRUST AGREEMENT OF EVELYN JORDAN dated February 20, 2008; and JACK FLOYD and CHRISTY MISHOE, grantors, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is Post Office Box 607, Chipley, Florida 32428, grantee: (wherever used herein the terms "grantor" and "grantee" Include all the parties to this instrument and the heirs, legal representatives and assigns of individuals and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of \$1,00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

That part of:

Begin at the Northwest comer of the Southwest Quarter of the Northeast Quarter of Section 32, Township 6 North, Range 30 West, running 100 feet South to public road (Pensacola-Flomaton Highway); thence, Southerly along the East line of said highway, 319 feet for a Point of Beginning of the following described lot; thence East parallel with North line of the above described Quarter Section, 208 feet; thence, Southerly parallel with said Pensacola-Flornaton Highway, 104 feet; thence, West parallel with North line of the above Quarter Section, 208 feet to the Pensacola Flomaton Highway; thence, Northerly along East line of said highway, 104 feet to the Point of Beginning (1/2 acre).

A parcel of land lying and being in Section 32, Township 6 North, Range 30 West, Escambia County, Florida, described as follows:

A lot or parcel of land lying and being a portion of Lot 7, according to U.S. subdivision of said section (being otherwise referred to as the Southwest Quarter of the Northeast Quarter of Section 32, Township 6 North, Range 30 West, described as follows: From the center post of said section measure 384 feet to the East Right of-Way line of State Road #7; thence North 12 degrees, 25 minutes West along said Right-of-Way line 903 feet to a stake for the Southwest corner of said lot or parcel of land herein described, and herein and hereby conveyed; from this stake or comer continue North 12 degrees 25 minutes West 50 feet to a stake at the Northwest corner of said lot; thence North 77 degrees, 35 minutes East being at right angles 209 feet to the Northeast comer of said

lot; thence South 12 degrees 25 minutes East and parallel with said highway 50 feet to the Southeast comer of said lot; thence South 77 degrees, 35 minutes West 209 feet to said East Right-of-Way line and the Point of Beginning.

Property Appraiser's Parcel I.D. No.: 32-6N-30-0714-000-000.";

lying within the following described boundaries: Commence at a 4 inch by 5 inch concrete monument (no ID) marking the Southwest corner of the Southwest 1/4 of the Northeast 1/4 of Section 32, Township 6 North, Range 30 West, Escambia County, Florida; thence South 87º23'36" East (Grid) 349.66 feet along the South boundary line of said Southwest 1/4 of the Northeast ¼ of Section 32 to the existing centerline of survey of State Road 95 as shown on F.D.O.T. Right of Way Map F.P. #2185942 (said map being on file at F.D.O.T. District 3 Office, Chipley, Florida); thence North 09°24'34" West 499.82 feet along the centerline of survey of said State Road 95 to a point; thence departing said centerline run North 80º35'26" East 32.95 feet to the existing Easterly right of way line of said State Road 95 for the POINT OF BEGINNING; thence run Northerly along said Easterly right of way line of SR 95 as follows; North 09°27'43" West 159.17 feet; thence North 09°28'08" West 86.94 feet to a point on a nontangent curve to the left (concave Southwesterly); thence from a tangent bearing of North 09°24'34" West run Northwesterly along said curve, having a radius of 814.69 feet, for an arc distance of 252,06 feet, through a central angle of 17°43'37" to the end of curve; thence run North 27º13'40" West 163.24 feet; thence North 27º13'25" West 33.54 feet; thence departing said Easterly right of way line run North 62°51'49" East 6.60 feet; thence South 27°08'11" East 196.78 feet to a point on a tangent curve to the right (concave Southwesterly); thence run Southeasterly along said curve, having a radius of 820.98 feet, for an arc distance of 254.01 feet, through a central angle of 17"43'37" to the end of curve; thence South 09"24'34" East 246.11 feet; thence South 80°35'24" West 6.05 feet to the Point of Beginning.

Containing 956 square feet, more or less, and being in Section 32, Township 6 North, Range 30 West, Escambia County, Florida.

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents, the day and year first above written.

Signed, sealed and delivered in the presence of: (Two witnesses required by Florida Law)
Print Name: Roger V. Mishoe Evelyn Jordan, Trustee
Print Name: Tabatha Herring Tay, FL 32565
STATE OF FLORIDO
COUNTY OF Santa Rosa
The foregoing instrument was acknowledged before me, by means of physical presence or □ online notarization, this day □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □
Cathy A Stratto
Notary Public State of Florida (Type/print or stamp name under signature) Title or rank (Serial No., if any) Exotres 06/11/2021
Signed, sealed and delivered in the presence of: (Two witnesses required by Florida Law)
Print Name: Roger V. M. Shoe Jack Floyd
Print Name: Tabatha Herring Tay, FL 32565
COUNTY OF Santa Rasa
The foregoing instrument was acknowledged before me, by means of Aphysical presence or □ online notarization, this day 39 March 30 by Dack 10 you who is personally known to me or who has producedas identification.
Corly A Hall
(Type/print or stamp name under signature)
Title or rank (Serial No., if any)

Signed, sealed and delivered in the presence	of: ~	
(Two witnesses required by Florida Law)	Alitha a	
Down V Medical	Christy Mylice	
Print Name: Roger V. M. Shoe	Christy Mishoe	
7,0901 10111.01100	Office (
Dabatha Ris	Address of grantor: <u>P.U. Box み</u> 5 (
Print Name: Tabatha Herring	Jay FL 32565	
STATE OF Flocida		
•		
COUNTY OF Santa Bosa		
The foregoing instrument was acknowledged before me, by means of a physical presence		
or online notarization, this day of March 30 by Christy Mishaes, who is		
personally known to me or who has produced as identification.		
	and a State of the	
(Type/print or stamp name under signature)		
Affix Seal Title or rank (Serial No., if any)		
· 5************************************		
Notary Public State of Florida		
CATHY A HUTTO My Commission GG 113525		

Prepared by:
James C. Taylor
Taylor & Van Matre, P.A.
4300 Bayou Boulevard, Suite #16
Pensacola, Florida 32503
File Number: REC-992

MORTGAGE AND SECURITY AGREEMENT

STATE OF FLORIDA COUNTY OF ESCAMBIA

THIS MORTGAGE is made this 4th Day of September, 2001, by and between EVELYN JORDAN and JACK FLOYD and CHRISTY MISHOE ("Mortgagor"), and J.B. JOHNSON and LAURA M. JOHNSON, husband and wife ("Mortgagee"), the address of which is P.O. BOX 113, CENTURY, FL, 32535.

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of ONE HUNDRED THOUSAND AND 00/100 DOLLARS DOLLARS (\$100,000.00), together with interest thereon, as evidenced by that certain promissory note of even date herewith, executed by Mortgagor and delivered to Mortgagee, the final payment of which is due on or before the September 04, 2021 (the "Note"), which by reference is made a part hereof to the same extent as though set out in full herein;

NOW, THEREFORE, to secure the performance by Mortgagor of all covenants and conditions in the Note and in this Mortgage and in all other instruments securing the Note, and in order to charge the properties, interests and rights hereinafter described with such payment and performance and to secure additional advances, renewals and extensions thereof and for and in consideration of the sum of Ten and no/100 Dollars (\$10.00), Mortgagor does hereby mortgage, sell, pledge and assign to Mortgagee:

THE MORTGAGE PROPERTY

(A) All of the land in the County of ESCAMBIA, State of Florida, described below:

PARCEL 1:

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 30 WEST, RUNNING 100 FEET SOUTH TO PUBLIC ROAD (PENSACOLA-FLOMATON HIGHWAY); THENCE, SOUTHERLY ALONG THE EAST LINE OF SAID HIGHWAY, 319 FEET FOR A POINT OF BEGINNING OF THE FOLLOWING DESCRIBED LOT; THENCE EAST PARALLEL WITH NORTH LINE OF THE ABOVE DESCRIBED QUARTER SECTION, 208 FEET; THENCE, SOUTHERLY PARALLEL WITH SAID PENSACOLA-FLOMATON HIGHWAY, 104 FEET; THENCE, WEST PARALLEL WITH NORTH LINE OF THE ABOVE QUARTER SECTION, 208 FEET TO THE PENSACOLA-FLOMATON HIGHWAY; THENCE, NORTHERLY ALONG EAST LINE OF SAID HIGHWAY, 104 FEET TO THE POINT OF BEGINNING (1/2 ACRE).

PARCEL 2:

. :

A PARCEL OF LAND LYING AND BEING IN SECTION 32, TOWNSHIP 6 NORTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

A LOT OR PARCEL OF LAND LYING AND BEING A PORTION OF LOT 7. ACCORDING TO U.S. SUBDIVISION OF SAID SECTION (BEING OTHERWISE REFERRED TO AS THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 32, TOWNSHIP 6 NORTH, RANGE 30 WEST, DESCRIBED AS FOLLOWS: FROM THE CENTER POST OF SAID SECTION MEASURE 384 FEET TO THE EAST RIGHT-OF-WAY LINE OF STATE ROAD #7; THENCE NORTH 12 DEGREES, 25 MINUTES WEST ALONG SAID RIGHT-OF-WAY LINE 903 FEET TO A STAKE FOR THE SOUTHWEST CORNER OF SAID LOT OR PARCEL OF LAND HEREIN DESCRIBED, AND HEREIN AND HEREBY CONVEYED; FROM THIS STATE OR CORNER CONTINUE NORTH 12 DEGREES 25 MINUTES WEST 50 FEET TO A STAKE AT THE NORTHWEST CORNER OF SAID LOT; THENCE NORTH 77 DEGREES, 35 MINUTES EAST BEING AT RIGHT ANGLES 209 FEET TO THE NORTHEAST CORNER OF SAID LOT; THENCE SOUTH 12 DEGREES 25 MINUTES EAST AND PARALLEL WITH SAID HIGHWAY 50 FEET TO THE SOUTHEAST CORNER OF SAID LOT: THENCE SOUTH 77 DEGREES, 35 MINUTES WEST 209 FEET TO SAID EAST RIGHT-OF-WAY LINE AND THE POINT OF BEGINNING.

MORTGAGORS HEREBY WARRANT THAT THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS NOT THEIR CONSTITUTIONAL HOMESTEAD AS PROVIDED BY THE FLORIDA CONSTITUTION.

to have and to hold the same, together with all improvements now or hereafter erected on such property and all fixtures now or hereafter attached thereto, together with each and every tenements, hereditaments, easements, rights, powers, privileges, immunities and appurtenances thereunto belonging or in anywise appertaining and the reversions, remainder and remainders, and also all the estate, right, title, interest, homestead, right of dower, separate estate, property, possession and claim whatsoever in law as well as in equity of Mortgagor of, in and to the same in every part and parcel thereof unto Mortgagee in fee simple.

- (B) Together with a security interest in all personal property and fixtures affixed to or located on the property described in paragraph (A).
- (C) Together with all rents, issues, profits, revenue, income and other benefits from the property described in paragraph (A) hereof to be applied to the indebtedness secured hereby, provided however, that permission is hereby given to Mortgagor so long as no default has occurred hereunder, to collect, receive, and use such benefits from the property as they become due and payable, but not in advance thereof.
- (D) Everything referred to in paragraph (A), (B) and (C) hereof and any additional property hereafter acquired by Mortgagor and subject to the lien of this Mortgage or any part of these properties is herein referred to as the "Mortgaged Property".

PROVIDED ALWAYS, that if Mortgagor shall pay to Mortgagee the Note at the times and in the manner stipulated therein, and in all other instruments securing the Note, including renewals, extension or modification thereof, and in this Mortgage and in all other instruments securing the Note, to be kept, performed or observed by Mortgagor, then this Mortgage, shall cease and be void, but shall otherwise remain in full force and effect.

Mortgagor covenants and agrees with Mortgagee as follows:

- 1. Compliance with Note and Mortgage; Warranty of Title.

 Mortgagor shall comply with all provisions of the Note, this Mortgage and of every other instrument securing the Note, and will promptly pay to Mortgagee the principal with interest thereon and all other sums required to be paid by Mortgagor under the Note and pursuant to the provisions of this Mortgage and of every other instrument securing the Note. Mortgagor is indefeasibly seized of the Mortgaged Property in fee simple and Mortgagor has lawful authority to convey, mortgage and encumber the same as provided by the Mortgage, and does hereby so warranty.
- 2. Payment of Taxes and Liens: Mortgagor shall pay all the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature now on the Mortgaged Property or that hereafter may be imposed, levied or assessed upon this Mortgage or the Mortgaged Property or upon the indebtedness secured hereby. All such payments to be made when due and payable according to law before they become delinquent and before any interest attached or any penalty is incurred. Insofar as any indebtedness is of record the same shall be promptly satisfied and evidence of such satisfaction shall be given to Mortgagee.
- Mortgagor shall keep the Mortgaged Property and the Insurance: improvements now existing or hereafter erected on the Mortgaged Property insured as may be required from time to time by Mortgagee against loss by fire, other hazards and contingencies in such amounts and for such periods as may be required by Mortgagee. Mortgagor shall pay promptly, when due, any premiums on such insurance. insurance shall be carried with companies approved by Mortgagee and the policy and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor and in form acceptable to Mortgagee. In the event of loss, Mortgagor shall give immediate notice by mail to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Mortgagee instead of either to Mortgagor or Mortgagor and Mortgagee jointly. Insurance proceeds or any part thereof may be applied by Mortgagee at its option, after deducting therefrom all its expenses including attorney's fees, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. Mortgagee is hereby authorized, at its option, to settle and compromise any claims, awards, damages, rights of action and proceeds, and any other payment or relief under any insurance policy. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. Mortgagee may at its option require Mortgagor to deposit with Mortgagee on the first day of each month, in addition to making payments or principal and interest, until the Note is fully paid, an amount equal to one-twelfth (1/12th) of the yearly premiums for all insurance. Such deposits shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereof. Upon demand by Mortgagee, Mortgagor shall deliver to Mortgagee such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such premiums when due. In the event of default under any of the terms, covenants and conditions in the Note, this Mortgage or any other instrument securing the Note to be performed or observed by Mortgagor, Mortgagee may apply to the reduction of the sums secured hereby, in such manner as Mortgagee shall determine, any amount under this paragraph remaining to Mortgagor's credit and any return premium received from cancellation of any insurance policy by Mortgagee upon foreclosure of this Mortgage.
- 4. <u>Condemnation:</u> If the Mortgaged Property or any part thereof shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the State of Florida or the United States of America to so damage or

the entire indebtedness and other sums secured hereby shall, at the option of Mortgagee, become immediately due and payable. Mortgagee shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto, are hereby assigned by Mortgagor to Mortgagee and Mortgagee after deducting therefrom all its expenses, including attorney's fees, may release any monies so received by its without affecting the lien of this Mortgage or may apply the same in such manner as Mortgagee shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the Note, this Mortgage or any other instrument securing the Note. Any balance of such monies then remaining shall be paid to Mortgagor, Mortgagor agrees to execute such further assignments or any compensations, awards, damages, claims, rights of action and proceeds as Mortgagee may require.

- 5. <u>Care of Mortgaged Property:</u> Mortgagor shall not remove or demolish any building or other property forming a part of the Mortgaged Property without the written consent of Mortgagee. Mortgagor shall not permit, commit, or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof, and shall keep the same and improvements thereon in good condition and repair. Mortgagor shall notify Mortgagee in writing within five (5) days of any damage, or impairment of the Mortgaged Property. Mortgagee may, at Mortgagee's discretion, have the Mortgaged Property inspected at any time and mortgagor shall pay all costs incurred by Mortgagee in executing such inspection.
- 6. Mortgagee's Rights To Make Certain Payments: In the event Mortgagor fails to pay or discharge the taxes, assessments, levies, liabilities, obligations and encumbrances, or fails to keep the Mortgaged Property insured or to deliver the policies, premiums paid, or fails to repair the Mortgaged Property as herein agreed, Mortgagee may at its option pay or discharge the taxes, assessments, levies, liabilities, and obligations and encumbrances or any part thereof, to procure and pay for such insurance or to make and pay for such repairs. Mortgagee shall have no obligation on its part to determine the validity or necessity of any payment thereof and any such payment shall not waive or affect any option, lien equity or right of Mortgagee under or by virtue of this Mortgage. The full amount of each and every such payment shall be immediately due and payable and shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined, and together with such interest, shall be secured by the lien of this Mortgage. Nothing herein contained shall be construed as requiring Mortgagee to advance or expend monies for any of the purposes mentioned in this paragraph.
- 7. Payment of Expenses: Mortgagor shall pay all the costs, charges and expenses, including reasonable attorney's fees, disbursements and cost of abstracts or title, incurred or paid at any time by Mortgagee due to the failure on the part of Mortgagor promptly and fully to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of the Note and this Mortgage. Such costs, charges and expenses, shall be immediately due and payable., whether or not there be notice, demand, attempt to collect or suit pending. The full amount of each and every such payment shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined. All such costs, charges and expenses so incurred or paid together with such interest, shall be secured by the lien of this Mortgage and any other instrument securing the Note.
- 8. After Acquired Property: The lien of this Mortgage will automatically attach, without further act, to all after acquired property of whatever kind located in or on, or attached to, or used or intended to be used in connection with or in the operation

- 9. Additional Documents: At all times this Mortgage is in effect, upon Mortgagee's request, Mortgagor shall make, execute and deliver or cause to be made, executed and delivered to Mortgagee and, where appropriate, shall cause to be recorded or filed and thereafter to be re-recorded or re filed at such time and in such places as shall be deemed desirable by Mortgagee any and all such further mortgages, instruments or further assurance, certificates and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, enlarge, perfect, or to continue and preserve the obligations of Mortgagor under the Note and this Mortgage and all other instruments securing the Note, and the lien of this Mortgage as a first and prior lien upon all the Mortgaged Property. Upon any failure by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record, or re file any and all such mortgages, instruments, certificates and documents for an in the name of Mortgagor. Mortgagor hereby irrevocably appoints Mortgagee agent and attorney-in-fact of Mortgagor to do all things necessary to effectuate or assure compliance with this paragraph.
- 10. Event of Default: Any one of the following shall constitute an event of default:
- (a) Failure by Mortgagor to pay, as and when due and payable, any installments of principal or interest due under the Note, or any deposits for taxes and assessments or insurance premiums due hereunder, or any other sums to be paid by Mortgagor hereunder or under any other instrument securing the Note.
- (b) Failure by Mortgagor to duly keep, perform and observe any other covenant, condition or agreement in the Note, this Mortgage, any other instrument securing the Note or any other instrument collateral to the Note or executed in connection with the sums secured hereby for a period of 10 days after Mortgagee gives written notice specifying the breach.
- (c) If either Mortgagor or any guarantor or endorser of the Note: (i) files a voluntary petition in bankruptcy; (ii) is adjudicated a bankrupt or insolvent; or (iii) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution or similar relief for itself under any law relating to bankruptcy, insolvency or other relief for debtors, or (iv) seeks or consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator or itself or of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenue, issued, earnings, profits or income thereof, or (v) makes any general assignment for the benefit of creditors, or (vi) makes any admission in writing of its inability to pay its debts generally as they become due; or (vii) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against Mortgagor or any guarantor or endorser of the Note, seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state, or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive from the date of entry thereof; or (viii) any trustee, receiver or liquidator or Mortgagor of all or any substantial part of the Mortgaged Property or of any or all of the rents, revenues, issues, earnings, profits or income thereof, is appointed without the prior written consent of Mortgagee, which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive.
- 11. <u>Acceleration:</u> If an event of default shall have occurred, Mortgagee may declare the outstanding principal amount of the Note and the interest accrued thereon, and all other sums secured hereby, to be due and payable immediately. Upon such declaration such principal and interest and other sums shall immediately be due and payable without demand or notice

- 12. Remedies after Default: Upon an event of default, Mortgagee may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy to: (a) enforce payment of the Note or the performance of any term hereof or any other right; (b) foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property under the judgment or decree of a court or courts of competent jurisdiction; (c) collect all rents, issues, profits, revenue, income, and other benefits from the Mortgaged Property and to collect all rents, issues, profits, revenue, income and other benefits thereof and apply the same as a court may direct and such receiver shall have all rights and powers permitted under law, and (e) pursue any other remedy available to it including, but not limited to taking possession of the Mortgaged Property without notice or hearing to Mortgagor. Mortgagee shall take action either by such proceedings or by the exercise of its power with respect to entry or taking possession, or both, as Mortgagee may determine.
- 13. <u>No Waiver:</u> No delay or omission of Mortgagee or of any holder of the Note to exercise any right, power of remedy accruing upon any event of default shall exhaust or impair any such right, power of remedy or shall be construed to waive any event of default or to constitute acquiescence therein.
- (d) Any breach of any warranty or material untruth of any representation or Mortgagor contained in the Note, this Mortgage or any other instrument securing the Note.
- (e) The occurrence of any default under the terms of any mortgage or other security instrument which creates a lien or other security interest on or in the Mortgaged Property.
- 14. <u>Non-Exclusive Remedies:</u> No right, power or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage or any other instrument securing the Note is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or under the Note or any other instrument securing the Note, now or hereafter existing at law, in equity or by statue.
- 15. <u>Successors and Assigns Bound:</u> Whenever one of the parties hereto is named or referred to herein, the heirs, successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Mortgagee, shall bind and inure to the benefits of their respective heirs, successors and assigns, whether or not so expressed.
- 16. <u>Miscellaneous:</u> In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Mortgage or any other instrument securing the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note and other instrument securing the Note shall be in no way affected, prejudiced or disturbed thereby.
- 17. <u>Attorney's Fees:</u> The term "attorney's fees" as used in this Mortgage includes any and all legal fees of whatever nature including, but not limited to, fees resulting from any appeal of any interlocutory order or final judgment or any other appellate proceeding arising out of the litigation.
- 18. <u>Future Advances:</u> This Mortgage is given to secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of Mortgagee, or otherwise, as are made within fifteen years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid

plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property, with interest on such disbursements at the Default Rate, as hereafter defined.

- 19. Obligation of Mortgagor: Mortgagor shall pay the cost of releasing or satisfying this Mortgage of record.
- 20. No Transfer: It is understood and agreed by Mortgagor that as part of the inducement to Mortgagee to make the loan evidenced by the Note, Mortgagee has considered and relied on the credit worthiness and reliability of Mortgagor. Mortgagor covenants and agrees not to sell, convey, transfer, lease or further encumber any interest in or any part of the Mortgaged Property without the prior written consent of Mortgagee, and any such sale, conveyance, transfer, lease or encumbrance made without Mortgagee's prior written consent shall be void. If any person should obtain an interest in all or any part of the Mortgaged Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Mortgagor and an event of default hereunder.
- 21. <u>Default Rate:</u> The Default Rate shall be the highest rate permitted by applicable law.
- 22. <u>Changes to Mortgage:</u> All changes, alterations, deletions or additions to the substance of any paragraph in this Mortgage which have been agreed to between Mortgagor and Mortgagee have been initialed by Mortgagor as additional proof of Mortgagor's consent.

IN WITNESS WHEREOF, this instrument has been executed on the date first above written.

presence of:	
Signature: 2000 And Alexander Witness Print Name: Tabatha Herring	EVELYN JORDAN
Signature: <u>Alucia M. Hatta</u> Witness Print Name:	JACK FLOYD
VVIII 1933 F TITLE TRAINS.	Christy Mishae
	CHRISTY MISHOE

RCD Sep 04, 2001 09:26 am Escambia County, Florida

Ernie Lee Magaha Clerk of the Circuit Court INSTRUMENT 2001-879285

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29 th Day of 2001 by EVELYN JORDAN and JACK FLOYD and CHRISTY MISHOE, who is personally known to me or who has produced Drivers License as identification and who did not take an oath.

Cathy Hutto
Commission # CC 758864
Commission

Signed, sealed and delivered in the

NOTARY PUBLIC
My Commission Expires: