



# 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

1124-64

Part 1: Tax Deed Application Information					
Applicant Name Applicant Address	ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC FBO SEC PTY PO BOX 12225 NEWARK, NJ 07101-3411		Application date	Apr 11, 2024	
Property description	HIEBERT DARREN HIEBERT CLARA JO 7341 HWY 97 WALNUT HILL, FL 32568 5400 BLK MORGAN RD 12-2556-500 BEG AT SW COR OF SE 1/4 OF SW 1/4 FOR POB NLY 1160 FT ELY PARL TO S LI OF SEC 2805 FT SLY PARL TO SE (Full legal attached.)		Certificate #	2022 / 6614	
			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)	
# 2022/6614	06/01/2022	150.50	7.53	158.03	
→ Part 2: Total*				158.03	
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)
# 2023/6722	06/01/2023	741.41	6.25	88.35	836.01
Part 3: Total*					836.01
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)					994.04
2. Delinquent taxes paid by the applicant					0.00
3. Current taxes paid by the applicant					656.54
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)					2,025.58
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: <u>Candice Leuss</u> Signature, Tax Collector or Designee			Escambia, Florida Date April 22nd, 2024		

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

<b>Part 5: Clerk of Court Certified Amounts (Lines 8-14)</b>	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. <b>Total Paid (Lines 8-13)</b>	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>11/06/2024</u> Signature, Clerk of Court or Designee	

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 SW COR OF SE 1/4 OF SW 1/4 FOR POB NLY 1160 FT ELY PARL TO S LI OF SEC 2805 FT SLY PARL TO SE 1/4 OF SW 1/4 1160 FT TO S LI OF SEC WLY ALG S LI OF SEC 2805 FT TO POB OR 8439 P 1683 LESS OR 8440 P 335 HIEBERT LESS MINERAL RIGHTS

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2400243

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

ASSEMBLY TAX 36, LLC  
ASSEMBLY TAX 36 LLC FBO SEC PTY  
PO BOX 12225  
NEWARK, NJ 07101-3411,

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
12-2556-500	2022/6614	06-01-2022	BEG AT SW COR OF SE 1/4 OF SW 1/4 FOR POB NLY 1160 FT ELY PARL TO S LI OF SEC 2805 FT SLY PARL TO SE 1/4 OF SW 1/4 1160 FT TO S LI OF SEC WLY ALG S LI OF SEC 2805 FT TO POB OR 8439 P 1683 LESS OR 8440 P 335 HIEBERT LESS MINERAL RIGHTS

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  
ASSEMBLY TAX 36, LLC  
ASSEMBLY TAX 36 LLC FBO SEC PTY  
PO BOX 12225  
NEWARK, NJ 07101-3411

04-11-2024  
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:	074N3234000000000				
Account:	122556500				
Owners:	HIEBERT DARREN HIEBERT CLARA JO				
Mail:	7341 HWY 97 WALNUT HILL, FL 32568				
Situs:	5400 BLK MORGAN RD 32568				
Use Code:	CROPLAND CLASS II 🔑				
Taxing Authority:	COUNTY MSTU				
Tax Inquiry:	<a href="#">Open Tax Inquiry Window</a>				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector					

Assessments				
Year	Land	Imprv	Total	Cap Val
2023	\$48,055	\$0	\$48,055	\$48,055
2022	\$48,055	\$0	\$48,055	\$48,055
2021	\$6,764	\$0	\$6,764	\$6,764

Disclaimer

Tax Estimator

File for Exemption(s) Online

Report Storm Damage

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/07/2021	8439	1683	\$129,000	WD	📄
05/23/2016	7527	1619	\$100	OT	📄
06/11/2015	7358	1846	\$100	OT	📄
02/2002	4874	1029	\$100	WD	📄
07/2001	4761	907	\$100	WD	📄
09/1993	3429	576	\$4,500	WD	📄

Official Records Inquiry courtesy of Pam Childers  
Escambia County Clerk of the Circuit Court and  
Comptroller

2023 Certified Roll Exemptions
None

Legal Description

BEG AT SW COR OF SE 1/4 OF SW 1/4 FOR POB NLY 1160 FT  
ELY PARL TO S LI OF SEC 2805 FT SLY PARL TO SE 1/4 OF SW  
1/4... 🔑

Extra Features
None


**Parcel Information**

[Launch Interactive Map](#)



Section  
Map Id:  
07-4N-32

Approx.  
Acreage:  
38.6685

Zoned: 

Agr  
Agr  
Agr  
Agr  
Agr  
Agr  
Agr  
Agr  
Agr  
Agr

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



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

Buildings

Images

None

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

Last Updated:04/29/2024 (tc.3126)

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **ASSEMBLY TAX 36 LLC** holder of **Tax Certificate No. 06614**, 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 SW COR OF SE 1/4 OF SW 1/4 FOR POB NLY 1160 FT ELY PARL TO S LI OF SEC 2805 FT SLY PARL TO SE 1/4 OF SW 1/4 1160 FT TO S LI OF SEC WLY ALG S LI OF SEC 2805 FT TO POB OR 8439 P 1683 LESS OR 8440 P 335 HIEBERT LESS MINERAL RIGHTS**

**SECTION 07, TOWNSHIP 4 N, RANGE 32 W**

**TAX ACCOUNT NUMBER 122556500 (1124-64)**

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

**DARREN HIEBERT and CLARA JO HIEBERT**

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 November, which is the **6th day of November 2024**.

Dated this 29th day of April 2024.

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



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk



**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 #: 12-2556-500 CERTIFICATE #: 2022-6614

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: July 9, 2004 to and including July 9, 2024 Abstractor: Cody Campbell

BY

Michael A. Campbell,  
As President  
Dated: July 15, 2024

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

July 15, 2024

Tax Account #: **12-2556-500**

1. The Grantee(s) of the last deed(s) of record is/are: **DARREN HIEBERT AND CLARA JO HIEBERT**  
**By Virtue of Warranty Deed recorded 1/8/2021 in OR 8439/1683**
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 United Bank recorded 1/8/2021 – OR 8439/1685, together with Assignment of Rents recorded 1/8/2021 – OR 8439/1693**
4. Taxes:  
  
**Taxes for the year(s) 2021 - 2023 are delinquent.**  
**Tax Account #: 12-2556-500**  
**Assessed Value: \$48,055.00**  
**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:** NOV 6, 2024

**TAX ACCOUNT #:** 12-2556-500

**CERTIFICATE #:** 2022-6614

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 type="checkbox"/>	<input checked="" type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2023</u> tax year.

**DARREN HIEBERT AKA DARREN ROSS**  
**HIEBERT AKA DARREN R. HIEBERT**  
**AND CLARA JO HIEBERT**  
**7341 HWY 97**  
**WALNUT HILL, FL 32568**

**UNITED BANK**  
**PO BOX 8**  
**ATMORE, AL 36504**

**Certified and delivered to Escambia County Tax Collector, this 15<sup>th</sup> day of July, 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**

**July 15, 2024**

**Tax Account #:12-2556-500**

### **LEGAL DESCRIPTION EXHIBIT "A"**

**BEG AT SW COR OF SE 1/4 OF SW 1/4 FOR POB NLY 1160 FT ELY PARL TO S LI OF SEC 2805  
FT SLY PARL TO SE 1/4 OF SW 1/4 1160 FT TO S LI OF SEC WLY ALG S LI OF SEC 2805 FT TO  
POB OR 8439 P 1683 LESS OR 8440 P 335 HIEBERT LESS MINERAL RIGHTS**

**SECTION 07, TOWNSHIP 4 N, RANGE 32 W**

**TAX ACCOUNT NUMBER 12-2556-500(1124-64)**

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

Sales Price: \$129,000.00  
Rec  
Doc 903.00  
Prepared by:  
Karen McClammy, an employee of  
Citizens Title Group, Inc.,  
7139 - B North 9th Avenue  
Pensacola Florida 32504  
Incident to the issuance of a title insurance policy.  
Parcel ID #: 074N323400000000

WARRANTY DEED  
(INDIVIDUAL)

This WARRANTY DEED, dated January 07, 2021 by Royce A. Schneider, Successor Trustee of the Schneider Living Trust dated July 19, 2001 and Royce A. Schneider, a married man, individually, whose post office address is 5611 Smith Lane Walnut Hill, Florida 32568 hereinafter called the GRANTOR, to Darren Hiebert and Clara Jo Hiebert, husband and wife whose post office address is 7341 Hwy 97 Walnut Hill, Florida 32568 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:

Legal Description is attached and made a part hereof in Exhibit "A"

Said property is not the homestead of the Grantor(s) under the laws and Constitution of the State of Florida in that neither Grantor(s) nor any member of the household of Grantor(s) reside thereon.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the current year 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.

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

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

1. Witness:

1. Witness Print Name: Karen S. McClammy

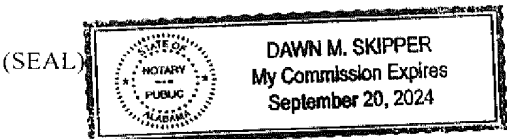
2. Witness:

2. Witness Print Name: Dawn M. Skipper

Royce A. Schneider, IT E  
Royce A. Schneider, Successor Trustee of the Schneider Living Trust dated July 19, 2001  
Royce A. Schneider  
Royce A. Schneider, Individually

STATE OF Alabama County of Escambia

The foregoing instrument was acknowledged before me by means of X physical presence or [ ] online notarization, this January 07, 2021 by Royce A. Schneider, Successor Trustee of the Schneider Living Trust dated July 19, 2001 and Royce A. Schneider, a married man, individually who is either personally known to me or who produced a driver's license as identification.



Dawn M Skipper  
Notary Public  
Print Name: Dawn M. Skipper  
My Commission Expires: 9.20.24

File Number: 20-120206

## **EXHIBIT "A"**

### **PARCEL "B"**

Commencing at the Southwest corner of Section 7, Township 4 North, Range 32 West, Escambia County, Florida; thence go South 87 degrees 51 minutes 29 seconds East along the South line of Section 7, for a distance of 1361.54 feet to a 4 inch round concrete monument, at Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 7, for the Point of Beginning; thence go North 02 degrees 32 minutes 12 seconds East along the West line of said Southeast Quarter of the Southwest Quarter of Section 7, for a distance of 580.00 feet to a 1/2 inch capped iron rod, Number 7174; thence departing said West line of said Southeast Quarter of the Southwest Quarter of Section 7, go South 87 degrees 15 minutes 59 seconds East for a distance of 2805.00 feet to a 1/2 inch capped iron rod, Number 7174; thence go South 02 degrees 32 minutes 12 seconds West for a distance of 580.00 feet to a 4 inch x 4 inch concrete monument, Number 3151, on the South line of Section 7; thence go North 87 degrees 15 minutes 59 seconds West along the South line of Section 7, for a distance of 2805.00 feet to the Point of Beginning. The above described Parcel is situated in a portion of Section 7, Township 4 North, Range 32 West, Escambia County, Florida.

TOGETHER WITH and subject to Ingress Egress Easement recorded in Official Records Book 8439, Page 1015, of the Public Records of Escambia County, Florida.



RECORDATION REQUESTED BY:

United Bank  
Atmore  
PO Box 8  
Atmore, AL 36504

WHEN RECORDED MAIL TO:

United Bank  
Atmore  
PO Box 8  
Atmore, AL 36504

This Mortgage prepared by:

Name: United Bank  
Company: United Bank  
Address: PO Box 8, Atmore, AL 36504



MORTGAGE

THIS MORTGAGE dated January 7, 2021, is made and executed between Darren Hiebert, Husband, whose address is 7341 HWY 97, WALNUT HILL, FL 32568 and Clara Jo Hiebert, Wife, whose address is 7341 HWY 97, WALNUT HILL, FL 32568; Husband and Wife (referred to below as "Grantor") and United Bank, whose address is PO Box 8, Atmore, AL 36504 (referred to below as "Lender").

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

See Exhibit "A", which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 5400 Block Parcel B & E Morgan Road , Walnut Hill, FL 32568.

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$110,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that: (a) this Mortgage is executed at Borrower's request and not at the request of Lender; (b) Grantor has the full power, right, and authority to enter into this Mortgage and to hypothecate the Property; (c) the provisions of this Mortgage do not conflict with, or result in a default under any agreement or other instrument binding upon Grantor and do not result in a violation of any law, regulation, court decree or order applicable to Grantor; (d) Grantor has established adequate means of obtaining from Borrower on a continuing basis information about Borrower's financial condition; and (e) Lender has made no representation to Grantor about Borrower (including without limitation the creditworthiness of Borrower).

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Borrower shall pay to Lender all indebtedness secured by this Mortgage as it becomes due, and Borrower and Grantor shall strictly perform all Borrower's and Grantor's obligations under this Mortgage.

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

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

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

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be

**MORTGAGE  
(Continued)**

Page 2

construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

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

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

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

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

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

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

**DUE ON SALE - CONSENT BY LENDER.** Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Florida law.

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

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

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

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

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

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

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

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon

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satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the indebtedness. If Lender holds any proceeds after payment in full of the indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to

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effectuate, complete, perfect, continue, or preserve (1) Borrower's and Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

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

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

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

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

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

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

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

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

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

**Death or Insolvency.** The death of Borrower or Grantor, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

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

**Breach of Other Agreement.** Any breach by Borrower or Grantor under the terms of any other agreement between Borrower or Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Borrower or Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

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

**Insecurity.** Lender in good faith believes itself insecure.

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

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

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

**Collect Rents.** Lender personally, or by Lender's agents or attorneys, may enter into and upon all or any part of the Property, and may exclude Grantor, Grantor's agents and servants wholly from the Property. Lender may use, operate, manage and control the Property.

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

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

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

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

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender

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otherwise becomes entitled to possession of the Property upon default of Borrower or Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

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

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

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

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

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

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

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

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

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

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

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

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Escambia County, State of Alabama.

**Joint and Several Liability.** All obligations of Borrower and Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

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

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

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

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

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

**Waive Jury.** All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by

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any party against any other party.

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

**Borrower.** The word "Borrower" means Darren Ross Hiebert and includes all co-signers and co-makers signing the Note and all their successors and assigns.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 8901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

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

**Grantor.** The word "Grantor" means Darren Hiebert and Clara Jo Hiebert.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

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

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

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

**Lender.** The word "Lender" means United Bank, its successors and assigns.

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

**Note.** The word "Note" means the promissory note dated January 7, 2021, in the original principal amount of **\$110,000.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. **NOTICE TO GRANTOR: THE NOTE CONTAINS A VARIABLE INTEREST RATE.**

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

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


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

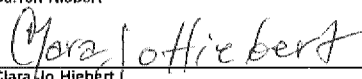
**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether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

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

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

GRANTOR:

x   
Darren Hiebert

x   
Clara Jo Hiebert

WITNESSES:  
x 

x 

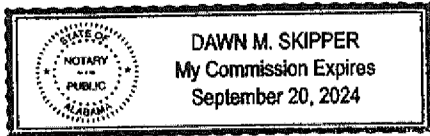
MORTGAGE  
(Continued)

Page 7

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
COUNTY OF Escambia ) SS  
)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7th  
day of January, 2021 by Darren Hiebert and Clara Jo Hiebert, Husband and Wife, who are  
personally known to me or who have produced \_\_\_\_\_ as identification.



Dawn M. Skipper  
(Signature of Person Taking Acknowledgment)

Dawn m. skipper  
(Name of Acknowledger [typed, Printed or Stamped])

Ag Specialist  
(Title or Rank)

(Serial Number, if any)

LaserPro, Ver. 20.4.0.038 Copr. Finastra USA Corporation 1997, 2021. All Rights Reserved. - FL/AL F:\PROSUITE\CFNLPL\G03.FC  
TR-6539 PR-7

File Number: 20-120206

## EXHIBIT "A"

### PARCEL "B"

Commencing at the Southwest corner of Section 7, Township 4 North, Range 32 West, Escambia County, Florida; thence go South 87 degrees 51 minutes 29 seconds East along the South line of Section 7, for a distance of 1361.54 feet to a 4 inch round concrete monument, at Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 7, for the Point of Beginning; thence go North 02 degrees 32 minutes 12 seconds East along the West line of said Southeast Quarter of the Southwest Quarter of Section 7, for a distance of 580.00 feet to a 1/2 inch capped iron rod, Number 7174; thence departing said West line of said Southeast Quarter of the Southwest Quarter of Section 7, go South 87 degrees 15 minutes 59 seconds East for a distance of 2805.00 feet to a 1/2 inch capped iron rod, Number 7174; thence go South 02 degrees 32 minutes 12 seconds West for a distance of 580.00 feet to a 4 inch x 4 inch concrete monument, Number 3151, on the South line of Section 7; thence go North 87 degrees 15 minutes 59 seconds West along the South line of Section 7, for a distance of 2805.00 feet to the Point of Beginning. The above described Parcel is situated in a portion of Section 7, Township 4 North, Range 32 West, Escambia County, Florida.

TOGETHER WITH and subject to Ingress Egress Easement recorded in Official Records Book 8439, Page 1015, of the Public Records of Escambia County, Florida.



Rec

3

**RECORDATION REQUESTED BY:**

United Bank  
Atmore  
PO Box 8  
Atmore, AL 36504

**WHEN RECORDED MAIL TO:**

United Bank  
Atmore  
PO Box 8  
Atmore, AL 36504

This ASSIGNMENT OF RENTS prepared by:

Name: United Bank  
Company: United Bank  
Address: PO Box 8, Atmore, AL 36504



**ASSIGNMENT OF RENTS**

THIS ASSIGNMENT OF RENTS dated January 7, 2021, is made and executed between Darren Hiebert, Husband, whose address is 7341 HWY 97, WALNUT HILL, FL 32568 and Clara Jo Hiebert, Wife, whose address is 7341 HWY 97, WALNUT HILL, FL 32568; Husband and Wife (referred to below as "Grantor") and United Bank, whose address is PO Box 8, Atmore, AL 36504 (referred to below as "Lender").

**ASSIGNMENT.** For valuable consideration, Grantor hereby assigns, grants a continuing security interest in, and conveys to Lender all of Grantor's right, title, and interest in and to the Rents from the following described Property located in Escambia County, State of Florida:

See Exhibit "A", which is attached to this Assignment and made a part of this Assignment as if fully set forth herein.

The Property or its address is commonly known as 5400 Block Parcel B & E Morgan Road , Walnut Hill, FL 32568.

THIS ASSIGNMENT IS GIVEN TO SECURE (1) PAYMENT OF THE INDEBTEDNESS AND (2) PERFORMANCE OF ANY AND ALL OBLIGATIONS OF BORROWER AND GRANTOR UNDER THE NOTE, THIS ASSIGNMENT, AND THE RELATED DOCUMENTS. THIS ASSIGNMENT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

**GRANTOR'S WAIVERS.** Grantor waives all rights or defenses arising by reason of any "one action" or "anti-deficiency" law, or any other law which may prevent Lender from bringing any action against Grantor, including a claim for deficiency to the extent Lender is otherwise entitled to a claim for deficiency, before or after Lender's commencement or completion of any foreclosure action, either judicially or by exercise of a power of sale.

**BORROWER'S WAIVERS AND RESPONSIBILITIES.** Lender need not tell Borrower about any action or inaction Lender takes in connection with this Assignment. Borrower assumes the responsibility for being and keeping informed about the Property. Borrower waives any defenses that may arise because of any action or inaction of Lender, including without limitation any failure of Lender to realize upon the Property, or any delay by Lender in realizing upon the Property. Borrower agrees to remain liable under the Note with Lender no matter what action Lender takes or fails to take under this Assignment.

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Assignment or any Related Documents, Grantor shall pay to Lender all amounts secured by this Assignment as they become due, and shall strictly perform all of Grantor's obligations under this Assignment. Unless and until Lender exercises its right to collect the Rents as provided below and so long as there is no default under this Assignment, Grantor may remain in possession and control of and operate and manage the Property and collect the Rents, provided that the granting of the right to collect the Rents shall not constitute Lender's consent to the use of cash collateral in a bankruptcy proceeding.

**GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor warrants that:

**Ownership.** Grantor is entitled to receive the Rents free and clear of all rights, loans, liens, encumbrances, and claims except as disclosed to and accepted by Lender in writing.

**Right to Assign.** Grantor has the full right, power and authority to enter into this Assignment and to assign and convey the Rents to Lender.

**No Prior Assignment.** Grantor has not previously assigned or conveyed the Rents to any other person by any instrument now in force.

**No Further Transfer.** Grantor will not sell, assign, encumber, or otherwise dispose of any of Grantor's rights in the Rents except as provided in this Assignment.

**LENDER'S RIGHT TO RECEIVE AND COLLECT RENTS.** Lender shall have the right at any time, and even though no default shall have occurred under this Assignment, to collect and receive the Rents. For this purpose, Lender is hereby given and granted the following rights, powers and authority:

**Notice to Tenants.** Lender may send notices to any and all tenants of the Property advising them of this Assignment and directing all Rents to be paid directly to Lender or Lender's agent.

**Enter the Property.** Lender may enter upon and take possession of the Property; demand, collect and receive from the tenants or from any other persons liable therefor, all of the Rents; institute and carry on all legal proceedings necessary for the protection of the Property, including such proceedings as may be necessary to recover possession of the Property; collect the Rents and remove any tenant or tenants or other persons from the Property.

**Maintain the Property.** Lender may enter upon the Property to maintain the Property and keep the same in repair; to pay the costs thereof and of all services of all employees, including their equipment, and of all continuing costs and expenses of maintaining the Property in proper repair and condition, and also to pay all taxes, assessments and water utilities, and the premiums on fire and other

## ASSIGNMENT OF RENTS (Continued)

Page 2

insurance effected by Lender on the Property.

**Compliance with Laws.** Lender may do any and all things to execute and comply with the laws of the State of Florida and also all other laws, rules, orders, ordinances and requirements of all other governmental agencies affecting the Property.

**Lease the Property.** Lender may rent or lease the whole or any part of the Property for such term or terms and on such conditions as Lender may deem appropriate.

**Employ Agents.** Lender may engage such agent or agents as Lender may deem appropriate, either in Lender's name or in Grantor's name, to rent and manage the Property, including the collection and application of Rents.

**Other Acts.** Lender may do all such other things and acts with respect to the Property as Lender may deem appropriate and may act exclusively and solely in the place and stead of Grantor and to have all of the powers of Grantor for the purposes stated above.

**No Requirement to Act.** Lender shall not be required to do any of the foregoing acts or things, and the fact that Lender shall have performed one or more of the foregoing acts or things shall not require Lender to do any other specific act or thing.

**APPLICATION OF RENTS.** All costs and expenses incurred by Lender in connection with the Property shall be for Grantor's account and Lender may pay such costs and expenses from the Rents. Lender, in its sole discretion, shall determine the application of any and all Rents received by it; however, any such Rents received by Lender which are not applied to such costs and expenses shall be applied to the Indebtedness. All expenditures made by Lender under this Assignment and not reimbursed from the Rents shall become a part of the Indebtedness secured by this Assignment, and shall be payable on demand, with interest at the Note rate from date of expenditure until paid.

**FULL PERFORMANCE.** If Grantor pays all of the Indebtedness when due and otherwise performs all the obligations imposed upon Grantor under this Assignment, the Note, and the Related Documents, Lender shall execute and deliver to Grantor a suitable satisfaction of this Assignment and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Property. Any termination fee required by law shall be paid by Grantor, if permitted by applicable law.

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

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

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

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

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

**Default in Favor of Third Parties.** Borrower or Grantor defaults under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or Grantor's property or ability to perform their respective obligations under this Assignment or any of the Related Documents.

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

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

**Death or Insolvency.** The death of Borrower or Grantor, the insolvency of Borrower or Grantor, the appointment of a receiver for any part of Borrower's or Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower or Grantor.

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

**Property Damage or Loss.** The Property is lost, stolen, substantially damaged, sold, or borrowed against.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

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

**Insecurity.** Lender in good faith believes itself insecure.

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

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

**Collect Rents.** Lender shall have the right, without notice to Borrower or Grantor, to take possession of the Property and collect the Rents, including amounts past due and unpaid, and apply the net proceeds, over and above Lender's costs, against the Indebtedness. In furtherance of this right, Lender shall have all the rights provided for in the Lender's Right to Receive and Collect Rents Section, above. If the Rents are collected by Lender, then Grantor irrevocably designates Lender as Grantor's attorney-in-fact to endorse by instruments received in payment thereof in the name of Grantor and to negotiate the same and collect the proceeds. Payments by tenants or other users to Lender in response to Lender's demand shall satisfy the obligations for which the payments are made, whether or not any proper grounds for the demand existed. Lender may exercise its rights under this subparagraph either in person, by agent, or through a receiver.

## ASSIGNMENT OF RENTS (Continued)

Page 3

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

**Other Remedies.** Lender shall have all other rights and remedies provided in this Assignment or the Note or by law.

**Election of Remedies.** Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Assignment, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Assignment, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, title insurance, and fees for the Trustee, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

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

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

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

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

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Escambia County, State of Alabama.

**Joint and Several Liability.** All obligations of Borrower and Grantor under this Assignment shall be joint and several, and all references to Grantor shall mean each and every Grantor, and all references to Borrower shall mean each and every Borrower. This means that each Grantor signing below is responsible for all obligations in this Assignment.

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

**Interpretation.** (1) In all cases where there is more than one Borrower or Grantor, then all words used in this Assignment in the singular shall be deemed to have been used in the plural where the context and construction so require. (2) If more than one person signs this Assignment as "Grantor," the obligations of each Grantor are joint and several. This means that if Lender brings a lawsuit, Lender may sue any one or more of the Grantors. If Borrower and Grantor are not the same person, Lender need not sue Borrower first, and that Borrower need not be joined in any lawsuit. (3) The names given to paragraphs or sections in this Assignment are for convenience purposes only. They are not to be used to interpret or define the provisions of this Assignment.

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

**Notices.** Any notice required to be given under this Assignment shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Assignment. Any party may change its address for notices under this Assignment by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

**Powers of Attorney.** The various agencies and powers of attorney conveyed on Lender under this Assignment are granted for purposes of security and may not be revoked by Grantor until such time as the same are renounced by Lender.

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

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

# **ASSIGNMENT OF RENTS (Continued)**

Page 4

under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Assignment.

**Waive Jury.** All parties to this Assignment hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

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

**Assignment.** The word "Assignment" means this ASSIGNMENT OF RENTS, as this ASSIGNMENT OF RENTS may be amended or modified from time to time, together with all exhibits and schedules attached to this ASSIGNMENT OF RENTS from time to time.

**Borrower.** The word "Borrower" means Darren Ross Hiebert.

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

**Grantor.** The word "Grantor" means Darren Hiebert and Clara Jo Hiebert.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

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

**Lender.** The word "Lender" means United Bank, its successors and assigns.

**Note.** The word "Note" means the promissory note dated January 7, 2021, in the original principal amount of **\$110,000.00** from Borrower to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Property.** The word "Property" means all of Grantor's right, title and interest in and to all the Property as described in the "Assignment" section of this Assignment.

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

**Rents.** The word "Rents" means all of Grantor's present and future rights, title and interest in, to and under any and all present and future leases, including, without limitation, all rents, revenue, income, issues, royalties, bonuses, accounts receivable, cash or security deposits, advance rentals, profits and proceeds from the Property, and other payments and benefits derived or to be derived from such leases of every kind and nature, whether due now or later, including without limitation Grantor's right to enforce such leases and to receive and collect payment and proceeds thereunder.

THE UNDERSIGNED ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS ASSIGNMENT. THIS DOCUMENT IS EXECUTED ON JANUARY 7, 2021.

GRANTOR:

x *Darren Hiebert*  
Darren Hiebert

x *Clara Jo Hiebert*  
Clara Jo Hiebert

WITNESSES:  
x *Rachel W. Holland*

x *Madison P...*

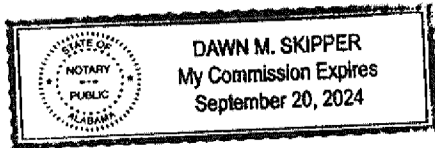
ASSIGNMENT OF RENTS  
(Continued)

Page 5

## INDIVIDUAL ACKNOWLEDGMENT

STATE OF Alabama )  
 ) SS  
COUNTY OF Escambia )

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of January, 2021 by Darren Hiebert and Clara Jo Hiebert, Husband and Wife, who are personally known to me or who have produced IDA as identification.

Dawn M Skipper  
(Signature of Person Taking Acknowledgment)Dawn m. Skipper  
(Name of Acknowledger Typed, Printed or Stamped)Ag Specialist  
(Title or Rank)

(Serial Number, if any)

LaserPro, Ver. 20.4.0.038 Copr. Finastra USA Corporation 1997, 2021. All Rights Reserved. - FL/AL F:\PROSUITE\CFNLPLV14.FC  
TR-6539 PR-7

File Number: 20-120206

## EXHIBIT "A"

### PARCEL "B"

Commencing at the Southwest corner of Section 7, Township 4 North, Range 32 West, Escambia County, Florida; thence go South 87 degrees 51 minutes 29 seconds East along the South line of Section 7, for a distance of 1361.54 feet to a 4 inch round concrete monument, at Southwest corner of the Southeast Quarter of the Southwest Quarter of Section 7, for the Point of Beginning; thence go North 02 degrees 32 minutes 12 seconds East along the West line of said Southeast Quarter of the Southwest Quarter of Section 7, for a distance of 580.00 feet to a 1/2 inch capped iron rod, Number 7174; thence departing said West line of said Southeast Quarter of the Southwest Quarter of Section 7, go South 87 degrees 15 minutes 59 seconds East for a distance of 2805.00 feet to a 1/2 inch capped iron rod, Number 7174; thence go South 02 degrees 32 minutes 12 seconds West for a distance of 580.00 feet to a 4 inch x 4 inch concrete monument, Number 3151, on the South line of Section 7; thence go North 87 degrees 15 minutes 59 seconds West along the South line of Section 7, for a distance of 2805.00 feet to the Point of Beginning. The above described Parcel is situated in a portion of Section 7, Township 4 North, Range 32 West, Escambia County, Florida.

TOGETHER WITH and subject to Ingress Egress Easement recorded in Official Records Book 8439, Page 1015, of the Public Records of Escambia County, Florida.

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**CERTIFICATE OF NOTICE OF MAILING  
NOTICE OF APPLICATION FOR TAX DEED**

**CERTIFICATE # 06614 of 2022**

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on September 19, 2024, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

DARREN HIEBERT      CLARA JO HIEBERT  
7341 HWY 97            7341 HWY 97  
WALNUT HILL, FL 32568    WALNUT HILL, FL 32568

UNITED BANK  
PO BOX 8  
ATMORE, AL 36504

WITNESS my official seal this 19th day of September 2024.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

## WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON November 6, 2024, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **ASSEMBLY TAX 36 LLC** holder of **Tax Certificate No. 06614**, 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 SW COR OF SE 1/4 OF SW 1/4 FOR POB NLY 1160 FT ELY PARL TO S LI OF SEC 2805 FT SLY PARL TO SE 1/4 OF SW 1/4 1160 FT TO S LI OF SEC WLY ALG S LI OF SEC 2805 FT TO POB OR 8439 P 1683 LESS OR 8440 P 335 HIEBERT LESS MINERAL RIGHTS**

**SECTION 07, TOWNSHIP 4 N, RANGE 32 W**

**TAX ACCOUNT NUMBER 122556500 (1124-64)**

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

**DARREN HIEBERT and CLARA JO HIEBERT**

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 November, which is the **6th day of November 2024**.

Dated this 24th day of September 2024.

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



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk



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### Post Property:

**5400 BLK MORGAN RD 32568**



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

By:  
Emily Hogg  
Deputy Clerk

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### Personal Services:

**DARREN HIEBERT**  
7341 HWY 97  
WALNUT HILL, FL 32568

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



By:  
Emily Hogg  
Deputy Clerk

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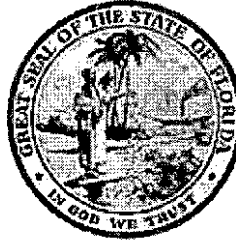
**CLARA JO HIEBERT**  
7341 HWY 97  
WALNUT HILL, FL 32568

**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

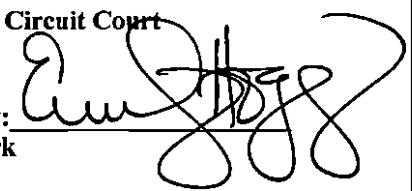
**PAM CHILDERS, CLERK OF THE CIRCUIT COURT  
 Tax Certificate Redeemed From Sale  
 Account: 122556500 Certificate Number: 006614 of 2022**

**Payor: CLARA JO HIEBERT 7341 HWY 97 WALNUT HILL, FL 32568      Date 10/1/2024**

Clerk's Check #	1	Clerk's Total	<del>\$503.88</del> <b>\$2,671.17</b>
Tax Collector Check #	1	Tax Collector's Total	<del>\$2,244.52</del>
		Postage	\$24.60
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	<del>\$2,790.00</del>

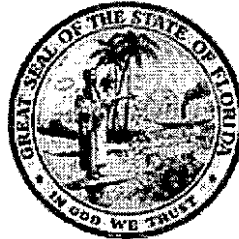
**\$2712.77**

**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  
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 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 006614**

**Redeemed Date 10/1/2024**

**Name CLARA JO HIEBERT 7341 HWY 97 WALNUT HILL, FL 32568**

Clerk's Total = TAXDEED	\$503.88	<b>\$ 2,671.17</b>
Due Tax Collector = TAXDEED	\$2,744.52	
Postage = TD2	\$24.60	
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 SUMMARY**

No Information Available - See Dockets

Search Property	Property Sheet	Lien Holder's	Redeem	Forms	Courtview	Benchmark
Redeemed From Sale						



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

**Tax Deed - Redemption Calculator**

**Account: 122556500 Certificate Number: 006614 of 2022**

Redemption ☐ Yes ☒ Application Date  Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="11/6/2024"/>	Redemption Date <input type="text" value="10/1/2024"/>
Months	7	6
Tax Collector	<input type="text" value="\$2,025.58"/>	<input type="text" value="\$2,025.58"/>
Tax Collector Interest	\$212.69	\$182.30
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$2,244.52	<input type="text" value="\$2,214.13"/> TC
Record TDA Notice	<input type="text" value="\$17.00"/>	<input type="text" value="\$17.00"/>
Clerk Fee	<input type="text" value="\$119.00"/>	<input type="text" value="\$119.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$200.00"/>	<input type="text" value="\$200.00"/>
App. Fee Interest	\$47.88	\$41.04
Total Clerk	\$503.88	<input type="text" value="\$497.04"/> CH
Release TDA Notice (Recording)	<input type="text" value="\$10.00"/>	<input type="text" value="\$10.00"/>
Release TDA Notice (Prep Fee)	<input type="text" value="\$7.00"/>	<input type="text" value="\$7.00"/>
Postage	<input type="text" value="\$24.60"/>	<input type="text" value="\$24.60"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$2,790.00	\$2,752.77
	Repayment Overpayment Refund Amount	\$37.23

ESCAMBIA COUNTY SHERIFF'S OFFICE  
ESCAMBIA COUNTY, FLORIDA

Redeemed

**NON-ENFORCEABLE RETURN OF SERVICE**

1124-64

**Document Number:** ECSO24CIV033594NON

**Agency Number:** 24-009942

**Court:** TAX DEED

**County:** ESCAMBIA

**Case Number:** CERT NO 06614 2022

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

**Plaintiff:** RE DARREN HIEBERT AND CLARA JO HIEBERT

**Defendant:**

**Type of Process:** NOTICE OF APPLICATION FOR TAX DEED

Substitute

Received this Writ on 9/27/2024 at 9:02 AM and served same on DARREN HIEBERT , in ESCAMBIA COUNTY, FLORIDA, at 11:05 AM on 9/30/2024 by leaving a true copy of this Writ together with a copy of the initial pleadings, if any, with the date and hour of service endorsed thereon by me, at the within named individual's usual place of abode, with a person residing therein who is 15 years of age, or older, to wit: CLARA HIEBERT, WIFE, as a member of the household and informing said person of their contents.

CHIP W SIMMONS, SHERIFF  
ESCAMBIA COUNTY, FLORIDA

By:

 141

E. JACKSON, MDS

Service Fee: \$40.00  
Receipt No: BILL

Printed By: LCMITCHE

ESCAMBIA COUNTY SHERIFF'S OFFICE  
ESCAMBIA COUNTY, FLORIDA

*Redeemed*

**NON-ENFORCEABLE RETURN OF SERVICE**

*1124-64*

**Document Number:** ECSO24CIV033596NON

**Agency Number:** 24-009943

**Court:** TAX DEED

**County:** ESCAMBIA

**Case Number:** CERT NO 06614 2022

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

**Plaintiff:** RE DARREN HIEBERT AND CLARA JO HIEBERT

**Defendant:**

**Type of Process:** NOTICE OF APPLICATION FOR TAX DEED

Individual

Received this Writ on 9/27/2024 at 9:02 AM and served same on CLARA JO HIEBERT , at 11:05 AM on 9/30/2024 in ESCAMBIA COUNTY, FLORIDA, by delivering a true copy of this Writ together with a copy of the initial pleadings, if any, with the date and hour of service endorsed thereon by me.

CHIP W SIMMONS, SHERIFF  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_

*[Signature]* *141*

E. JACKSON, MDS

Service Fee: \$40.00  
Receipt No: BILL

Printed By: LCMITCHE



009943

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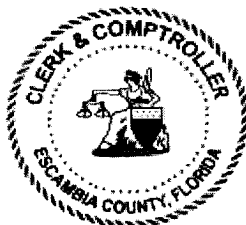
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**CLARA JO HIEBERT**  
7341 HWY 97  
WALNUT HILL, FL 32568

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



By:  
Emily Hogg  
Deputy Clerk



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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 06-1706-000 CERTIFICATE #: 2022-2664

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

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

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

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

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

Period Searched: September 09, 2004 to and including September 09, 2024 Abstractor: Ben Murzin

BY

Michael A. Campbell,  
As President  
Dated: September 12, 2024

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

September 12, 2024

Tax Account #: **06-1706-000**

1. The Grantee(s) of the last deed(s) of record is/are: **SAMUEL E BLACKMON**

**By Virtue of Quit Claim Deed recorded 4/8/2022 in OR 8759/1608**

**ABSTRACTORS NOTE: WE ARE UNSURE OF THE INTEREST CONVEYED ON THE FOLLOWING QUIT CLAIM DEEDS DUE TO THE GRANTOR'S INTEREST UPON THE DATED DATES SO WE HAVE INCLUDED ALL GRANTORS AND GRANTEEES FOR NOTICE. SEE OR 7469/735; OR 7482/1894, OR 7673/1406, OR 8375/1388, OR 8482/336; 8650/1508 AND OR 8677/1129.**

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. **Code Enforcement Order in favor of Escambia County recorded 09/01/2022 OR 8851/1049 together with Certified Cost Order recorded 05/18/2023 OR 8979/1581**
  - b. **Tax Lien in favor of Department of Revenue/Internal Revenue Service recorded 06/26/2012 OR 6874/1485**
  - c. **Tax Lien in favor of Department of Revenue/Internal Revenue Service recorded 03/27/2017 OR 7686/553**
  - d. **Final Judgment in favor of Escambia County recorded 04/14/2021 OR 8507/1437**
  - e. **Final Judgment in favor of Escambia County recorded 09/18/2023 OR 9042/627**
  - f. **Final Judgment in favor of Escambia County recorded 03/28/2008 OR 6306/1032**
  - g. **Final Judgment in favor of Escambia County recorded 10/18/2017 OR 7794/1015**
  - h. **Final Judgment in favor of Escambia County recorded 06/22/2016 OR 7545/207**
  - i. **Final Judgment in favor of Escambia County recorded 07/07/2016 OR 7553/1376**
  - j. **Final Judgment in favor of Escambia County recorded 07/26/2016 OR 7563/1113**
  - k. **Final Judgment in favor of Escambia County recorded 01/08/2020 OR 8227/1770**
4. Taxes:
- Taxes for the year(s) 2021-2023 are delinquent.**
- Tax Account #: 06-1706-000**
- Assessed Value: \$91,543.00**
- 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:** JAN 8, 2025

**TAX ACCOUNT #:** 06-1706-000

**CERTIFICATE #:** 2022-2664

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

**YES NO**

☐☒

Notify City of Pensacola, P.O. Box 12910, 32521

☒☐

Notify Escambia County, 190 Governmental Center, 32502

☐☒

Homestead for 2023 tax year.

**SAMUEL E BLACKMON**  
**3001 N U ST**  
**PENSACOLA FL 32505**

**LINDA KING**  
**4675 DURHAM DR**  
**PENSACOLA FL 32526**

**SAMUEL BLACKMON**  
**5130 HIGH POINTE DR**  
**PENSACOLA FL 32505**

**SAMUEL JAMES BLACKMON**  
**224 CAROLYN WAY**  
**PENSACOLA FL 32505**

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

**DEPARTMENT OF TREASURY**  
**INTERNAL REVENUE SERVICE**  
**400 W BAY ST STE 35045**  
**JACKSONVILLE FL 32202 – 4437**

**MICHAEL ANTHONY BLACKMON**  
**201 HEWITT ST**  
**PENSACOLA FL 32503**

**MICHAEL ANTHONY BLACKMON**  
**350 HERMANN ST**  
**PENSACOLA FL 32505**

**DARLENE SISTRUNK**  
**5139 HIGH POINT DR**  
**PENSACOLA FL 32505**

**MICHAEL ANTHONY BLACKMON**  
**4222 MOBILE HWY APT/LOT 33**  
**PENSACOLA FL 32505**

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

**DARLENE SISTRUNK**  
**SAMUEL E BLACKMON**  
**604 SILVERSHORE DR**  
**PENSACOLA FL 32507**

**CONTINUED ON PAGE 4**

**CONTINUED FROM PAGE 3**

**Certified and delivered to Escambia County Tax Collector, this 15<sup>th</sup> day of September, 2024.**

**PERDIDO TITLE & ABSTRACT, INC.**

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

---

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

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

**PROPERTY INFORMATION REPORT**

**September 12, 2024**

**Tax Account #:06-1706-000**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**LTS 11 12 13 BLK 87 PINECREST PLAT DB 55 P 261 OR 8482 P 336**

**SECTION 17, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 06-1706-000(0125-41)**

Return to: Darlene Sistrunk  
Name: 604 Silver Shore Dr.  
Address: Panama FL 32307  
This Instrument Prepared by:  
ALAN Centry

Property Appraisers Parcel I.D. (Folio) Number(s):

**QUITCLAIM DEED**  
(INDIVIDUAL)

THIS INDENTURE, Made this 27 day of Dec 27, 2015, by and between  
Samuel E. Blackmon, of the County of Escambia, in the state of Florida  
hereinafter collectively referred to as "Seller", and

Darlene Sistrunk, of the County of Escambia, in the state of Florida  
hereinafter collectively referred to as "Buyer",

**WITNESSETH:** That Seller, for and in consideration of the sum of \$10.00 Dollars and other valuable considerations, lawful money of the United States of America, to Seller in hand paid by the Buyer, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed to the Buyer, Buyer's heirs and assigns forever, all the rights, title, interest and claim of the Seller in and to the following described land in Escambia County, Florida, to wit:

lot 11, 12, 13 Block Pinecrest Subdivision being the Albert-Hazel  
LANDS Company Subdivision of lots 11, 12 and 13 and part of  
lot 5 in section 17, Township 2 South Range 30,  
West Escambia, FL.

**To Have and to Hold,** the above described premises, with the appurtenances, unto Buyer, Buyer's heirs and assigns forever.

**IN WITNESS WHEREOF,** Seller has executed this deed under seal on the date aforesaid.

Signed, Sealed and Delivered in Our Presence:

Witness Signature: Breanna Holzem

Witness Printed Name: Breanna Holzem

Witness Signature: Elizabeth Stull

Witness Printed Name: Elizabeth Stull

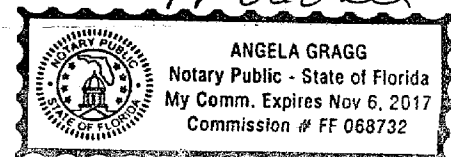
Trustee [Signature]

STATE OF  
COUNTY OF

The foregoing instrument was acknowledged before me this 28 day of December, 2015, by  
Samuel Blackmon. He/she is personally known to me or has produced driver  
license(s) as identification.

My Commission Expires:

Angela Gragg  
Printed Name: Angela Gragg  
Notary Public  
Serial Number FF068732



Return to: Darlene Sistrunk  
Name: 604 SILVER SHORE DR  
Address: PANAMA FL 32301  
This Instrument Prepared by:  
ALAN Centry

Property Appraisers Parcel I.D. (Folio) Number(s):

**QUITCLAIM DEED**  
(INDIVIDUAL)

THIS INDENTURE, Made this 27 day of Dec 27, 2015, by and between  
Samuel E. Blackmon, of the County of Escambia, in the state of Florida  
hereinafter collectively referred to as "Seller", and

Darlene Sistrunk, of the County of Escambia, in the state of Florida  
hereinafter collectively referred to as "Buyer",

WITNESSETH: That Seller, for and in consideration of the sum of \$10.00 Dollars and other valuable considerations, lawful money of the United States of America, to Seller in hand paid by the Buyer, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed to the Buyer, Buyer's heirs and assigns forever, all the rights, title, interest and claim of the Seller in and to the following described land in Escambia County, Florida, to wit:

LOTS 11, 12, 13 BLK 87 Pine Crest PLAT  
DB 55 P 261 OR 6060 P 660

To Have and to Hold, the above described premises, with the appurtenances, unto Buyer, Buyer's heirs and assigns forever.

IN WITNESS WHEREOF, Seller has executed this deed under seal on the date aforesaid.

Signed, Sealed and Delivered in Our Presence:

Witness Signature: Breanna Holzem

Witness Printed Name: Breanna Holzem

Witness Signature: Elizabeth Stull

Witness Printed Name: Elizabeth Stull

Trustee: Samuel Blackmon

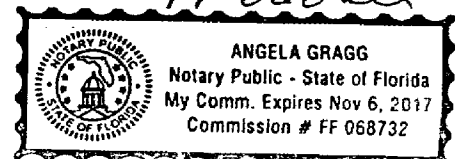
Samuel Blackmon

STATE OF  
COUNTY OF

The foregoing instrument was acknowledged before me this 28 day of December, 2015, by  
Samuel Blackmon. He/she is personally known to me or has produced driver  
license(s) as identification.

My Commission Expires:

Angela Gragg  
Printed Name: Angela Gragg  
Notary Public  
Serial Number FF 068732





Return to: Michael Blackmon  
Name: 604 Silver Shore Dr  
Address: Pensacola FL 32507  
This Instrument Prepared by: Duane Kenty

Property Appraisers Parcel I.D. (Folio) Number(s):

QUITCLAIM DEED  
(INDIVIDUAL)

THIS INDENTURE, Made this 17 day of Sept, 2015 by and between  
Darlene Sistrunk, of the County of Escambia, in the state of Florida  
hereinafter collectively referred to as "Seller", and  
Michael Blackmon, of the County of Escambia in the state of Florida  
hereinafter collectively referred to as "Buyer",

WITNESSETH: That Seller, for and in consideration of the sum of \$10.00 Dollars and other valuable considerations, lawful money of the United States of America, to Seller in hand paid by the Buyer, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed to the Buyer, Buyer's heirs and assigns forever, all the rights, title, interest and claim of the Seller in and to the following described land in Escambia County, Florida, to wit:

LTS 11 12 13 BLK 87 Pine Crest Plat  
DB SSP 261 OR 6060 660

To Have and to Hold, the above described premises, with the appurtenances, unto Buyer, Buyer's heirs and assigns forever.

IN WITNESS WHEREOF, Seller has executed this deed under seal on the date aforesaid.

Signed, Sealed and Delivered in Our Presence:

Witness Signature: Dianne Odeh  
Witness Printed Name: Breanna Holzem  
Witness Signature: Elizabeth Stull  
Witness Printed Name: ELIZABETH STULL

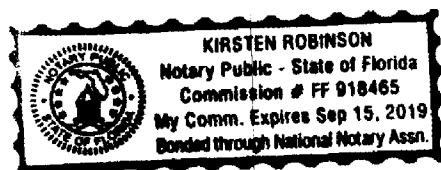
Darlene Sistrunk  
Darlene Sistrunk

STATE OF Florida  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of February, 2014, by  
Darlene Sistrunk He/she is personally known to me or has produced driver  
license(s) as identification.

My Commission Expires: Sept. 15, 2019

Kirsten Robinson  
Printed Name: Kirsten Robinson  
Notary Public  
Serial Number FF 918465



Return to:  
Name:  
Address:

This Instrument Prepared by:

Property Appraisers Parcel I.D. (Folio) Number(s):

1725301400 110087

QUITCLAIM DEED  
(INDIVIDUAL)

THIS INDENTURE, Made this September 11, 2020 day of September 11, 2020 by and between Michael Blackmon of the County of Escambia, in the state of Florida hereinafter collectively referred to as "Seller", and

Samuel Blackmon, of the County of Escambia, in the state of Florida hereinafter collectively referred to as "Buyer",

WITNESSETH: That Seller, for and in consideration of the sum of \$10.00 Dollars and other valuable considerations, lawful money of the United States of America, to Seller in hand paid by the Buyer, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed to the Buyer, Buyer's heirs and assigns forever, all the rights, title, interest and claim of the Seller in and to the following described land in Escambia County, Florida, to wit:

LTS 11 12 13 BLK 87 Pinecrest PLAT DB 55 P 261  
OR 7673

To Have and to Hold, the above described premises, with the appurtenances, unto Buyer, Buyer's heirs and assigns forever.

IN WITNESS WHEREOF, Seller has executed this deed under seal on the date aforesaid.

Signed, Sealed and Delivered in Our Presence:

Michael Blackmon  
Witness Signature: Milleana Fields  
Witness Printed Name: Milleana Fields  
Witness Signature: \_\_\_\_\_  
Witness Printed Name: \_\_\_\_\_

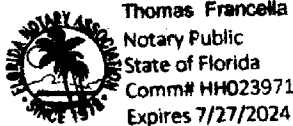
Ali Ivory  
\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ALACHUA

The foregoing instrument was acknowledged before me this 11th day of Sept, 2020, by Michael Blackmon. He/she is personally known to me or has produced driver license(s) as identification.

My Commission Expires:

Thomas Francella  
Printed Name:  
Notary Public  
Serial Number



This Instrument Prepared By:

SAMUEL BLACKMON  
604 Silvershore DR  
PENSACOLA FLORIDA 32507

Space Above For Recording Data

**QUIT CLAIM DEED**

This Quit Claim Deed, Executed The 12 Day Of MARCH, 2021

BY SAMUEL Blackmon

Whose Post Office Address Is 604 Silvershore DR First Party.

TO LINDA KENG

Whose Post Office Address Is 4675 Durham DR Pensacola FL 32526 Second Party.

(Wherever Used Herein The Terms , First Party And , Second Party, Include All Parties To This Instrument And The Heirs, Legal Representatives, And The Successors And Assigns Of Corporations Wherever The Context So Admits Or Requires)

Witnesseth, That The First Party, For And In Consideration Of The Sum Of \$ 10  
In Hand Paid By The Said Second Party, The Receipt Whereof Is Hereby Acknowledged, Does Hereby Remise, Release, And  
Quit Claim Unto The Second Party Forever, All The Right, Title, Interest, Claim And Demand Which The Said First Party Has In  
And To The Following Described Lot , Piece Or Parcel Of Land, Situated, Lying And Being In The County Of ESCAMBIA,  
State Of Florida, To Wit:

LTS 13, 12, 11 BLK 87 PENECREST PLAT DB55 P 261 OR 7673

SUBJECT TO all Rights, Restrictions, Reservations, Agreements and Easements of Record If any.

To Have And To Hold The Same Together With All And Singular The Appurtenances Thereunto Belonging Or In Anywise  
Appertaining, And All The Estate, Right, Title, Interest, Lien, Equity And Claim Whatsoever Of The Said First Party, Either In Law  
Or Equity To The Only Proper Use, Benefit And Behoof Of The Said Second Party Forever.

Signed, Sealed And Delivered In The Presence Of:

Sharon Lane  
Witness Signature (To Grantor)  
Printed Name Sharon Lane

[Signature]  
Grantor Signature

Lisa English  
Witness Signature (To Grantor)  
Printed Name Lisa English

RECORDED AS RECEIVED

\_\_\_\_\_  
Witness Signature (To Grantor)  
Printed Name \_\_\_\_\_

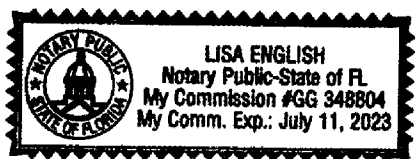
\_\_\_\_\_  
Grantor Signature

\_\_\_\_\_  
Witness Signature (To Grantor)  
Printed Name \_\_\_\_\_

STATE OF Florida  
COUNTY OF Essex

The Foregoing Instrument Was Acknowledged Before Me This March 12, 2021  
By Samuel Blackmon, Who Is Personally Known To  
Me Or Who Has Produced A FL DL #B425-785-52-016-0 as Identification.

Lisa English  
Notary Signature



This Instrument Prepared By:  
Samuel Blackmon  
604 Silver Shore Dr., Pensacola, FL 32507

Space Above For Recording Data

QUIT CLAIM DEED

This Quit Claim Deed, Executed The 1<sup>st</sup> Day Of November, 2021  
By Linda King, an unmarried woman Whose Post Office Address Is 4675 Durham Dr., Pensacola, FL 32526 First Party.

TO Samuel E. Blackmon, a married man Whose Post Office Address Is 604 Silver Shore Dr., Pensacola, FL 32507 Second  
Party. (Wherever Used Herein The Terms , First Party And , Second Party, Include All Parties To This Instrument And The Heirs, Legal Representatives, And The Successors And Assigns  
Of Corporations Wherever The Context So Admits Or Requires)

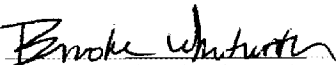
Witnesseth, That The First Party, For And In Consideration Of The Sum Of \$ 10.00 (Ten Dollar)  
In Hand Paid By The Said Second Party, The Receipt Whereof Is Hereby Acknowledged, Does Hereby Remise, Release, And  
Quit Claim Unto The Second Party Forever, All The Right, Title, Interest, Claim And Demand Which The Said First Party Has In  
And To The Following Described Lot ,Piece Or Parcel Of Land, Situated, Lying And Being In The County Of Escambia, State Of  
Florida, To Wit:

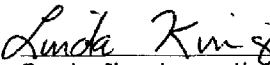
PARCEL ID# 1725301400110087 KNOWN AS: 3001 N. "U" St., Pensacola, FL 32505  
LOTS 11, 12 AND 13, BLOCK 87 PINECREST PLAT DEED BOOK 55 PAGE 261 OR 8482 P 336

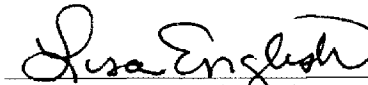
SUBJECT TO all rights, reservations, agreements and easements of record if any.

To Have And To Hold The Same Together With All And Singular The Appurtenances Thereunto Belonging Or In Anywise Appertaining, And  
All The Estate, Right, Title, Interest, Lien, Equity And Claim Whatsoever Of The Said First Party, Either In Law Or Equity To The Only Proper Use,  
Benefit And Behoof Of The Said Second Party Forever.

Signed, Sealed And Delivered In The Presence Of:

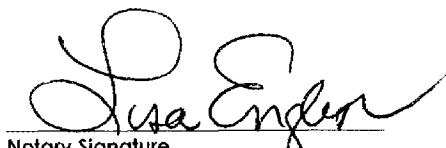
  
Witness Signature (To Grantor)  
Printed Name Brooke Whitworth

  
Grantor Signature Linda King

  
Witness Signature (To Grantor)  
Printed Name Lisa English

STATE OF FLORIDA)  
COUNTY OF ESCAMBIA)

The Foregoing Instrument Was Acknowledged Before Me This November 1, 2021  
By Linda King, Who Is Personally Known To Me Or Who Has Produced A Florida Drivers Licenses # K520-527-58-531-0 As Identification.

  
Notary Signature

RECORDED AS RECEIVED

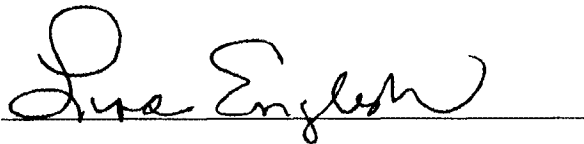
(State of Florida)

(County of Escambia)

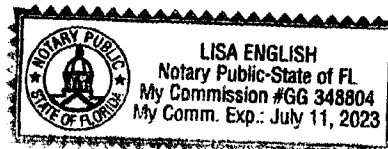
## NOTARY AFFIDAVIT

I Lisa English Notary for the State of Florida Commission # GG 348804 expires July 11, 2021  
did Notarize the following Quit Claim Deed for a Linda King dated November 1, 2021 and  
recorded in OR BK 8650 PG 1508 with the clerk of the circuit court Escambia County, Florida.

Seal was not placed on document at time due to oversight.



Lisa English Notary Public State of Florida



**FLORIDA QUIT CLAIM DEED**

STATE OF FLORIDA

Escambia COUNTY

PARCEL ID #: 1725301400110087

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of  
\_\_\_\_\_ (\$ 10.00 ) in hand paid to  
Samuel Blackmon, a married man, residing at 604 Silvershore Dr  
County of Escambia, City of Pensacola, State of Florida  
(hereinafter known as the "Grantor(s)") hereby quitclaims to Michael Blackmon  
a unmarried man, residing at 604 Silvershore Dr, County of Escambia  
City of Pensacola, State of Florida (hereinafter known as the  
"Grantee(s)") all the rights, title, interest, and claim in or to the following described real  
estate, situated in Escambia County, Florida to-wit:

LOTS 11, 12 AND 13, BLOCK 87 PINECREST PLAT DEED  
BOOK 55 PAGE 261 OR 8482 P 336

Know As: 3001 N "N" Street, Pensacola, Florida 32505

[Signature]  
Grantor's Signature  
Samuel Blackmon  
Grantor's Name

\_\_\_\_\_  
Grantor's Signature  
\_\_\_\_\_  
Grantor's Name

[Signature]  
Witness's Signature  
Veronica R. Kaitigan  
Witness's Name

[Signature]  
Witness's Signature  
Stephanie Tate  
Witness's Name

STATE OF FLORIDA)

COUNTY OF ESCAMBIA )

The foregoing instrument was acknowledged before me by means of ☒ physical  
presence or ☐ online notarization, this 4th day of Nov, 2021, by  
SAMUEL BLACKMON who is personally known to me or who has produced  
FL DL as identification.

[Signature]  
Notary Public

(SEAL)

Jason P. Romel  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG950403  
Expires 1/23/2024

My Commission Expires: 01/23/24

Corrective Deed

Correcting BK 8677 PG 1129 To Samuel E Blackmon From Samuel Blackmon

This Corrective Deed Executed The 25 Day Of December 2021

By Samuel E Blackmon A married man, Whose Post Office Address Is 604 Silvershore Dr, Pensacola, Florida 32507  
First Party.

To Michael Blackmon, A Unmarried Man, Whose Post Office Address Is 604 Silvershore Dr, Pensacola, Florida  
32507 Second Party.

(Whenever Used Herein The Terms A First Party And A Second Party@ Include All Parties To This Instrument And The Heirs, Legal  
Representatives, And The Successors And Assigns Of Corporations Wherever The Context So Admits Or Requires)

Witnesseth, That The First Party, For And In Consideration Of The Sum Of \$ 0.00 (Zero Dollars)

In Hand Paid By The Said Second Party, The Receipt Whereof Is Hereby Acknowledged, Does Hereby Remise,  
Release, And Quit Claim Unto The Second Party Forever, All The Right, Title, Interest, Claim And Demand Which  
The Said First Party Has In And To The Following Described Lot, Piece Or Parcel Of Land, Situated, Lying And Being  
In The County Of Escambia, State Of Florida, To Wit:

Parcel ID # 1725301400110087

Known As: 3001 North U Street, Pensacola, Florida 32505

LOTS 11, 12, AND 13, BLOCK 87 PINECREST PLAT DEED BOOK 55 PAGE 261 OR 8482 P 336

To Have And To Hold The Same Together With All And Singular The Appurtenance Thereunto Belonging Or In  
Anywise Appertaining, And All The Estate, Right, Title, Interest, Lien, Equity And Claim Whatsoever Of The Said First  
Party, Either In Law Or Equity To The Only Proper Use, Benefit And Behoof Of The Said Second Party Forever.

Signed, Sealed And Delivered In The Presence Of:

Kirsten Dwan

Witness Signature (To Grantor)

Printed Name Kirsten Dwan

[Signature]

Witness Signature (To Grantor)

Printed Name Dolores Karczewski

State of Florida { County Of Escambia }

The Foregoing Instrument Was Acknowledged Before Me This 12/29/21 By Samuel E Blackmon, Who  
Is Personally Known To Me Or Who Has Produced A Florida Drivers License As Identification.

Rachael Brown  
Notary Signature



RACHAEL BROWN  
Commission # GG 232991  
Expires October 27, 2022  
Bonded Thru Budget Notary Services

[Signature]  
Grantor Signature Samuel E Blackmon



Prepared by: Hlan Gentry **FLORIDA QUIT CLAIM DEED**

STATE OF FLORIDA

Escambia COUNTY

PARCEL ID #: 1725301400110087

KNOW ALL MEN BY THESE PRESENTS, That for and in consideration of the sum of  
(\$ 10<sup>00</sup>) in hand paid to

Michael Blackmon a single man, residing at 604 Silvershore Dr  
County of Escambia, City of Pensacola, State of Florida  
(hereinafter known as the "Grantor(s)") hereby quitclaims to Samuel E Blackmon  
a married man, residing at 604 Silvershore Dr County of Escambia,  
City of Pensacola, State of Florida (hereinafter known as the  
"Grantee(s)") all the rights, title, interest, and claim in or to the following described real  
estate, situated in Escambia County, Florida to-wit:

Lots 11, 12 and 13, BLOCK 87 PINECREST PLAT DEED  
BOOK 55 PAGE 261 OR 8482 P 336

Known As: 3001 N "U" Street, Pensacola, Florida 32505

[Signature]

Grantor's Signature

Michael Blackmon

Grantor's Name

Grantor's Signature

Grantor's Name

[Signature]

Witness's Signature

JOHN STOREY

Witness's Name

[Signature]

Witness's Signature

Darlene Sistrunk

Witness's Name

STATE OF FLORIDA)

COUNTY OF Alachua)

The foregoing instrument was acknowledged before me by means of ☒ physical  
presence or ☐ online notarization, this 1st day of April, 2022, by  
Michael Blackmon who is personally known to me or who has produced  
Florida Drivers License as identification.

[Signature]  
Notary Public



Nicole Faught  
Notary Public  
State of Florida  
Comm# HH116771  
Expires 4/26/2025

My Commission Expires: 04/26/2025

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

PETITIONER  
ESCAMBIA COUNTY FLORIDA,

CASE NO: CE2203878N  
LOCATION: 3001 N U ST  
PR#: 172S301400110087

VS.

BLACKMON, SAMUEL E  
604 SILVERSHORE DR  
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, None,  
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:

**LDC. Ch. 4. Art. 7. Sec. 4-7.9 Outdoor Storage**

**Sec. 42-196(a) Nuisance - (A) Nuisance**

**Sec. 42-196(b) Nuisance - (B) Trash and Debris**

**Sec. 42-196(d) Nuisance - (D) Overgrowth**

**Unsafe Structure - 30-203 (CC) Accessory structure unmaintained**

**Unsafe Structures - 30-203 (N) Siding**

**Unsafe Structures - 30-203 (P) Eaves/soffits**



**Unsafe Structures - 30-203 (R) Unsafe stair/porch**

**Unsafe Structures - 30-203 (U) Broken/cracked**

**Unsafe Structures - 30-203 (T) Windows in bad repair**

**Unsafe Structures - 30-203 (X) Exterior door in bad repair**

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

It is hereby **ORDERED** that the **RESPONDENT(S)** shall have until  
**9/13/2022** to correct the violation(s) and to bring the violation into compliance.

Corrective action shall include:

**Complete removal of all contributing nuisance conditions; trash, rubbish,  
overgrowth and legally dispose of. maintain clean conditions to avoid a repeat  
violation.**

**Obtain building permit and restore structure to current building codes or, obtain  
demolition permit and remove the structure(s), legally disposing of all debris.**

**Remove all outdoor storage from the property. Store indoor items in a garage, shed  
or dwelling.**

If Respondent(s) fail to fully correct the violation(s) within the time required,  
Respondent(s) will be assessed a fine of **\$50.00** per day, commencing **9/14/2022**.

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.

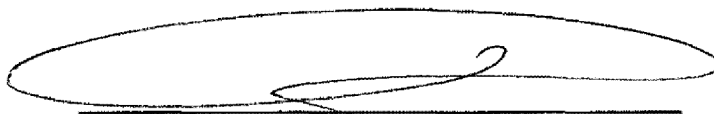
The reasonable cost of such abatement will be assessed against **RESPONDENT(S)** and shall constitute a lien on the property. Pursuant to Escambia County Resolution R2017-132, costs in the amount of \$235.00 are awarded in favor of Escambia County as the prevailing party against **RESPONDENT(S)**.

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 30th day of August, 2022.



John B. Trawick  
Special Magistrate  
Office of Environmental Enforcement

Recorded in Public Records 5/18/2023 9:34 AM OR Book 8979 Page 1548,  
Instrument #2023040058, 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.

BLACKMON, SAMUEL E  
804 SILVERSHORE DR  
PENSACOLA, FL 32507

Case No: CE2203878N  
Location: 3001 N U ST  
PR #: 172S301400110087

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 8/30/2022.

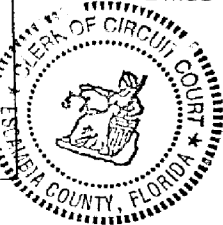
Itemized Cost		
Daily fines	\$8,600.00	\$50.00 Per Day From: <u>09/14/2022</u> To: <u>03/05/2023</u>
Fines	\$0.00	
Court Cost	\$235.00	
County Abatement Fees	\$7,763.00	
Administrative Costs	\$0.00	
Payments	\$0.00	
<b>Total: \$16,598.00</b>		

DONE AND ORDERED at Escambia County, Florida on

*May 16 2023*


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: *[Signature]*  
DATE: *5-18-23*



<b>Form 668 (Y)(c)</b> (Rev. February 2004)		3351 Department of the Treasury - Internal Revenue Service <b>Notice of Federal Tax Lien</b>			
Area: SMALL BUSINESS/SELF EMPLOYED AREA #7 Lien Unit Phone: (800) 913-6050		Serial Number 875756512		For Optional Use by Recording Office	
<b>As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.</b>					
Name of Taxpayer SAMUEL E BLACKMAN					
Residence 5130 HIGH POINTE DR PENSACOLA, FL 32505-0000					
<b>IMPORTANT RELEASE INFORMATION:</b> For each assessment listed below, unless notice of the lien is refilled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).					
Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/1998		03/24/2003	04/23/2013	10298.43
1040	12/31/2000		09/29/2003	10/29/2013	14053.63
1040	12/31/2001		08/23/2004	09/22/2014	17764.78
1040	12/31/2002		03/05/2007	04/04/2017	20642.21
1040	12/31/2003		03/05/2007	04/04/2017	18856.25
Place of Filing CLERK OF CIRCUIT COURT ESCAMBIA COUNTY PENSACOLA, FL 32595					Total \$ 81615.30

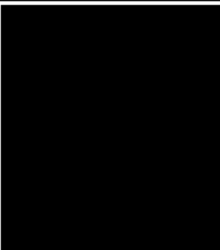
This notice was prepared and signed at BALTIMORE, MD, on this,  
the 18th day of June, 2012.

Signature  for L. LOFTESNES	Title REVENUE OFFICER (619) 615-9516	27-06-2611
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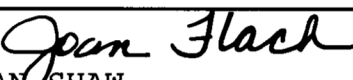
(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien  
Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)  
CAT. NO 60025X

<b>Form 668 (Y)(c)</b> <small>(Rev. February 2004)</small>	14742	Department of the Treasury - Internal Revenue Service			
<b>Notice of Federal Tax Lien</b>					
Area: SMALL BUSINESS/SELF EMPLOYED AREA #3 Lien Unit Phone: (800) 913-6050		Serial Number  252380017		For Optional Use by Recording Office	
<b>As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.</b>					
Name of Taxpayer SAMUEL E BLACKMON AKA SAMUEL E BLACKMAN					
Residence 604 SILVERSHORE DR PENSACOLA, FL 32507-0000					
<b>IMPORTANT RELEASE INFORMATION:</b> For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).					
Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
1040	12/31/2007		09/30/2013	10/30/2023	30102.01
1040	12/31/2008		12/09/2013	01/08/2024	24395.83
1040	12/31/2009		12/09/2013	01/08/2024	60814.22
1040	12/31/2010		12/09/2013	01/08/2024	48686.62
1040	12/31/2011		07/20/2015	08/19/2025	123036.85
1040	12/31/2013		01/02/2017	02/01/2027	28474.27
1040	12/31/2014		01/02/2017	02/01/2027	6468.23
1040	12/31/2015		01/02/2017	02/01/2027	1065.61
Place of Filing  CLERK OF CIRCUIT COURT ESCAMBIA COUNTY PENSACOLA, FL 32595					Total \$ 323043.64

This notice was prepared and signed at BALTIMORE, MD, on this,  
the 10th day of March, 2017.

Signature  for SUSAN SHAW	Title REVENUE OFFICER (850) 475-7338	23-09-2408
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(NOTE: Certificate of officer authorized by law to take acknowledgment is not essential to the validity of Notice of Federal Tax lien  
Rev. Rul. 71-466, 1971 - 2 C.B. 409)

Part 1 - Kept By Recording Office

Form 668(Y)(c) (Rev. 2-2004)  
CAT. NO 60025X



Filing # 124876851 E-Filed 04/14/2021 09:13:16 AM

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA

VS

CASE NO: 2018 CF 002861 A

SAMUEL JAMES BLACKMON  
224 CAROLYN WAY  
PENSACOLA, FL 32505

DIVISION: E  
DATE OF BIRTH: 04/03/1995

**FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES**

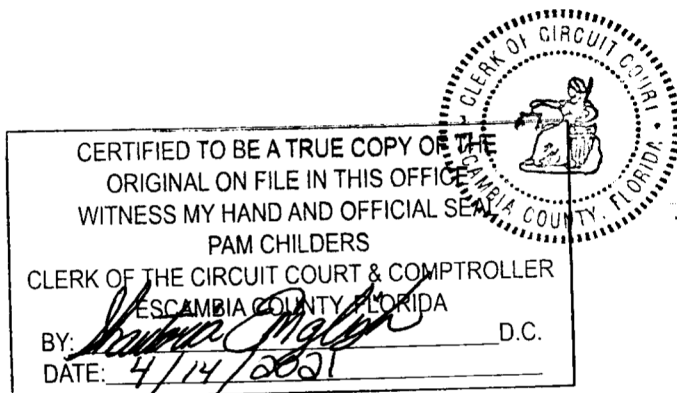
On **APRIL 7, 2021**, an order assessing fines, costs, and additional charges was entered against the Defendant, **SAMUEL JAMES BLACKMON**. Defendant has failed to make payment in full in accordance with this order. Therefore,

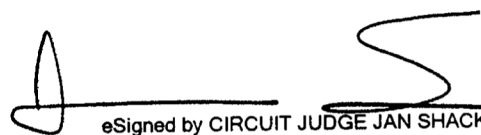
**IT IS ADJUDGED** that the Escambia County Clerk of the Circuit Court, **190 W GOVERNMENT ST, PENSACOLA, FLORIDA 32502** recover from Defendant those remaining unpaid fines, costs and additional charges in the amount of **\$250.00**, which shall bear interest at the rate prescribed by law, **4.31%**, until satisfied.

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

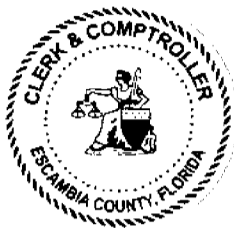
**FOR WHICH LET EXECUTION ISSUE.**

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



  
eSigned by CIRCUIT JUDGE JAN SHACKELFORD  
on 04/12/2021 17:44:38 LSF2N26u  
**CIRCUIT JUDGE**

(CFCTMMFNLCHRG2 #24984)



## Electronically Certified Court Record

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

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### DOCUMENT INFORMATION

<b>Agency Name:</b>	Escambia County Clerk of the Court and Comptroller
<b>Clerk of the Circuit Court:</b>	The Honorable Pam Childers
<b>Date Issued:</b>	9/14/2023 2:03:13 PM
<b>Unique Reference Number:</b>	CAA-CACABGBCBIEICE-BCADD-BDGHDBIDH-HBHGHF-G
<b>Case Number:</b>	172023MM002198XXXAXX
<b>Case Docket:</b>	CIVIL LIEN FOR UNPAID FINES & COSTS
<b>Requesting Party Code:</b>	20201612184824
<b>Requesting Party Reference:</b>	simone.stallworth@escambiaclerk.com

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### CERTIFICATION

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

### HOW TO VERIFY THIS DOCUMENT

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

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



Filing # 181829842 E-Filed 09/14/2023 02:22:38 PM

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

STATE OF FLORIDA

VS

CASE NO: 2023 MM 002198 A

SAMUEL JAMES BLACKMON  
224 CAROLYN WAY  
PENSACOLA, FL 32505

DIVISION: II  
DATE OF BIRTH: 04/03/1995

## FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES

On **MAY 22, 2023**, an order assessing fines, costs, and additional charges was entered against the Defendant, **SAMUEL JAMES BLACKMON**. Defendant has failed to make payment in full in accordance with this order. Therefore,

**IT IS ADJUDGED** that the Escambia County Clerk of the Circuit Court, **190 W GOVERNMENT ST, PENSACOLA, FLORIDA 32502** recover from Defendant those remaining unpaid fines, costs and additional charges in the amount of **\$323.00**, which shall bear interest at the rate prescribed by law, **7.69%**, until satisfied.

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

## FOR WHICH LET EXECUTION ISSUE.

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



eSigned by COUNTY COURT JUDGE KERRA SMITH  
on 09/14/2023 12:38:47 JWKaFTUI

COUNTY JUDGE

(CFCTMMFNLCHRG2 #24984)



IN THE COUNTY COURT OF  
ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA

CASE NO: 2008 MM 020426 A

DIVISION: III

VS

MICHAEL ANTHONY BLACKMON  
201 HEWITT ST  
PENSACOLA FL 32503

B/M DOB: 08/31/1970

ERNEE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL  
2008 MAR 27 P 3:03  
COUNTY CRIMINAL DIVISION  
FILED & RECORDED

\*\*\*\*\*

JUDGMENT AGAINST DEFENDANT FOR ATTORNEY'S FEES AND COSTS

It is hereby ordered and adjudged that the above-named defendant shall pay to the Clerk of the Circuit Court on behalf of the State of Florida, the sum of \$ — 0 —, which the Court has determined to be the reasonable value for the assistance of Court-appointed counsel and for taxable costs in this cause, plus an additional \$ 40.00 Application Fee to be deposited into the Indigent Criminal Defense Trust Fund, for a total of \$ 40.00.

It is further ordered and adjudged that, in accordance with Section 938.29(2)(a), Florida Statutes, a lien is hereby created against all of the property, both real and personal, of the defendant and his/her estate, in the amount aforesaid, in favor of the State of Florida and shall bear interest at the rate set out in s.55.03 Florida Statutes, for which let execution issue.

Payment toward this lien should be made to Honorable Ernie Lee Magaha, Clerk of the Circuit Court, Attn: County Criminal Division, PO Box 333, Pensacola, FL 32592-0333.

Note: You have the right to have a hearing with respect to the appropriateness of the Public Defender fee imposed by the Court. If you wish to have a hearing, you must file a written request with the Court within ten days of the date hereof.

DONE AND ORDERED this 27 day of Jul, 08.

[Signature]  
Judge

Case: 2008 MM 020426 A  
00069279814  
Dkt: MM624 Pg#:

cc: Defendant

3/28/08  
[Signature]

Filing # 62576614 E-Filed 10/09/2017 02:27:13 PM

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA

VS

CASE NO: 2016 CO 005447 A

MIKE ANTHONY BLACKMON  
HOMELESS

DIVISION: III  
DATE OF BIRTH: 11/18/1967

FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES

On **SEPTEMBER 16, 2016**, an order assessing fines, costs, and additional charges was entered against the Defendant, **MIKE ANTHONY BLACKMON**. Defendant has failed to make payment in full in accordance with this order. Therefore,

**IT IS ADJUDGED** that the Escambia County Clerk of the Circuit Court, **190 W GOVERNMENT ST, PENSACOLA, FLORIDA 32502** recover from Defendant those remaining unpaid fines, costs and additional charges in the amount of **\$333.00**, which shall bear interest at the rate prescribed by law, **5.35%**, until satisfied.

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


FOR WHICH LET EXECUTION ISSUE.

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



eSigned by COUNTY COURT JUDGE AMY BRODERSEN  
on 10/09/2017 12:21:32 IAIBUESr

COUNTY JUDGE

CERTIFIED TO BE A TRUE COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT & COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA  
BY:  D.C.  
DATE: 10/10/17



(CFCTMMFNLCHRG2 #24984)

Filing # 43070219 E-Filed 06/22/2016 10:30:18 AM

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

**STATE OF FLORIDA**

**VS**

**CASE NO: 2015 MM 001788 A**

**MICHAEL ANTHONY BLACKMON  
350 HERMANN ST  
PENSACOLA, FL 32505**

**DIVISION: IV  
DATE OF BIRTH: 11/18/1967**

**FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES**

On **JUNE 16, 2016**, an order assessing fines, costs, and additional charges was entered against the Defendant, **MICHAEL ANTHONY BLACKMON**. Defendant has failed to make payment in full in accordance with this order. Therefore,

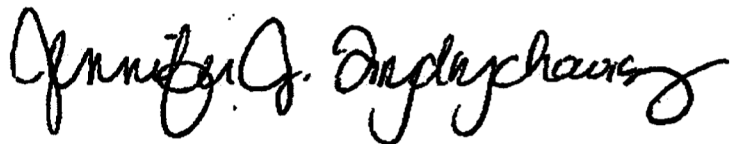
**IT IS ADJUDGED** that the Escambia County Clerk of the Circuit Court, **190 W GOVERNMENT ST, PENSACOLA, FLORIDA 32502** recover from Defendant those remaining unpaid fines, costs and additional charges in the amount of **\$473.00**, which shall bear interest at the rate prescribed by law, **4.78%**, until satisfied.

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

**FOR WHICH LET EXECUTION ISSUE.**

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

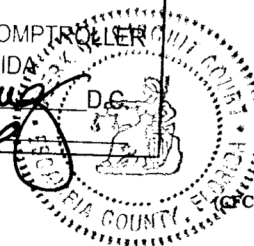
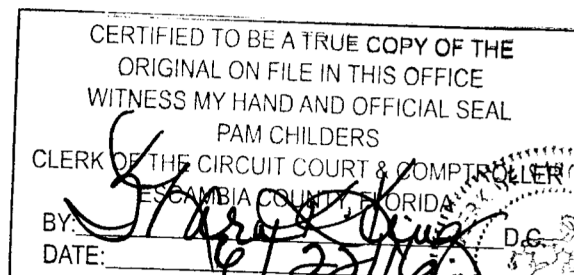
\_\_\_\_\_ day of \_\_\_\_\_.



eSigned by COUNTY COURT JUDGE JENNIFER J FRYDRYCHOWICZ in Automatic Signature 06/21/2016 15:38:32 q2RQOWS

**COUNTY JUDGE**

Copy to: **DEFENDANT**



(CFTMMFNLCHRG #24984)

Filing # 43636186 E-Filed 07/07/2016 09:44:26 AM

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA,

Plaintiff,

vs.

CASE NO: 2015 MM 001788 A

DIVISION: IV

MICHAEL BLACKMON

Defendant.

---

**CIVIL LIEN**

**THIS CAUSE** came before the Court for plea on June 16, 2016. Upon the evidence presented, the Court assessed \$735.00 in Cost of Supervision, testing, and hearing fees. Therefore, the Court determines that \$735.00 is due to **Department of Community Corrections**. Accordingly, pursuant to the provisions of §938.30, Florida Statutes, it is,

**ORDERED AND ADJUDGED** that the above-named Defendant shall pay cost of supervision fees to the **Department of Community Corrections**, in the amount of \$735.00 and will accrue interest at the rate of **four and seventy-five percent (4.75%)** per annum.

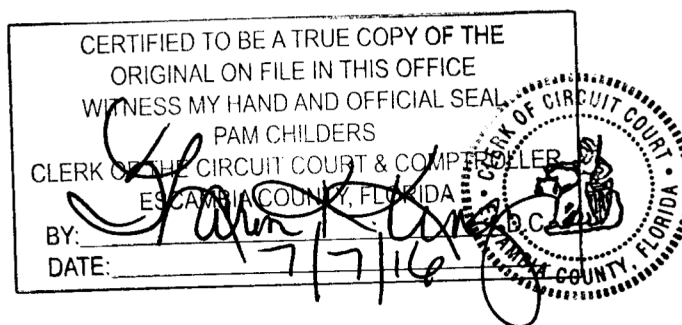
**ORDERED FURTHER** that nothing in this Civil Lien will bar any subsequent civil remedy or recovery, but the amount paid under this order shall be a set-off against any subsequent independent civil recovery. Any default in payment of the amount due hereunder may be collected by any means authorized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

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



eSigned by COUNTY COURT JUDGE JENNIFER J FRYDRYCHOWICZ in Automatic Signature 07/06/2016 10:27:05 213svZ38

cc: Community Corrections/Accounting



Filing # 44400479 E-Filed 07/25/2016 11:12:57 PM

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA

VS

CASE NO: 2016 MM 003675 A

MICHAEL ANTHONY BLACKMON  
4222 MOBILE HWY APT/LOT 33  
PENSACOLA, FL 32505

DIVISION: I  
DATE OF BIRTH: 11/18/1967

FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES

On **JULY 20, 2016**, an order assessing fines, costs, and additional charges was entered against the Defendant, **MICHAEL ANTHONY BLACKMON**. Defendant has failed to make payment in full in accordance with this order. Therefore,

**IT IS ADJUDGED** that the Escambia County Clerk of the Circuit Court, **190 W GOVERNMENT ST, PENSACOLA, FLORIDA 32502** recover from Defendant those remaining unpaid fines, costs and additional charges in the amount of **\$373.00**, which shall bear interest at the rate prescribed by law, **4.84%**, until satisfied.

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

FOR WHICH LET EXECUTION ISSUE.

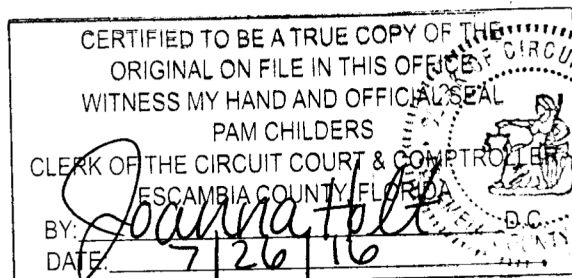
**DONE AND ORDERED** in open court/chambers in Pensacola, Escambia County, Florida, this

\_\_\_\_\_ day of \_\_\_\_\_.

*Joyce H. Williams*

eSigned by COUNTY COURT JUDGE JOYCE H. WILLIAMS in Automatic Signature 07/25/2016 16 15 47 T1NKJ5VF

Copy to: DEFENDANT



(CFCTMMFNLCHRG5 #24984)



Filing # 101174705 E-Filed 01/06/2020 02:38:09 PM

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA

VS

CASE NO: 2019 CF 005007 A

MIKE ANTHONY BLACKMON  
HOMELESS

DIVISION: J  
DATE OF BIRTH: 11/18/1967

FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES

On DECEMBER 18, 2019, an order assessing fines, costs, and additional charges was entered against the Defendant, **MIKE ANTHONY BLACKMON**. Defendant has failed to make payment in full in accordance with this order. Therefore,

**IT IS ADJUDGED** that the Escambia County Clerk of the Circuit Court, 190 W GOVERNMENT ST, PENSACOLA, FLORIDA 32502 recover from Defendant those remaining unpaid fines, costs and additional charges in the amount of **\$768.00**, which shall bear interest at the rate prescribed by law, **6.89%**, until satisfied.

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

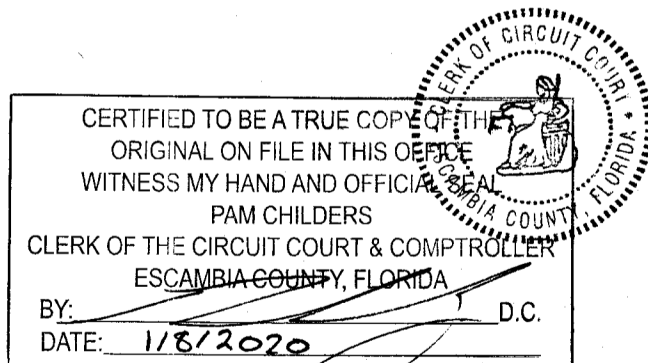
FOR WHICH LET EXECUTION ISSUE.

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



eSigned by CIRCUIT COURT JUDGE LACEY POWELL CLARK  
on 01/03/2020 17:40:17 4fsskMvC

CIRCUIT JUDGE



(CFCTMMFNLCHRG2 #24984)

DARREN HIEBERT [1124-64]  
7341 HWY 97  
WALNUT HILL, FL 32568

9171 9690 0935 0127 2264 34

CLARA JO HIEBERT [1124-64]  
7341 HWY 97  
WALNUT HILL, FL 32568

9171 9690 0935 0127 2262 98

UNITED BANK [1124-64]  
PO BOX 8  
ATMORE, AL 36504

9171 9690 0935 0127 2263 04

*Redeemed*



# Escambia Sun Press

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

## STATE OF FLORIDA

County of Escambia

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

NOTICE

in the matter of

TAX DEED SALE

DATE – 11-06-2024 – TAX CERTIFICATE #'S 06614

in the

CIRCUIT

Court

was published in said newspaper in the issues of

OCTOBER 3, 10, 17, 24, 2024

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

Digitally signed by Heather Tuttle  
DN: c=US, o=The Escambia Sun Press LLC,  
dnQualifier=A01410C000001890CD5793600064AAE, cn=Heather Tuttle  
Date: 2024.10.24 13:23:43 -05'00'

**PUBLISHER**

Sworn to and subscribed before me this 24TH day of OCTOBER  
A.D., 2024

Digitally signed by Heather Tuttle  
DN: c=US, o=The Escambia Sun Press LLC,  
dnQualifier=A01410C000001890CD5793600064AAE, cn=Heather Tuttle  
Date: 2024.10.24 13:43:10 -05'00'

**HEATHER TUTTLE**  
**NOTARY PUBLIC**



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

Page 1 of 1

### NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ASSEMBLY TAX 36 LLC holder of Tax Certificate No. 06614, 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 SW COR OF SE 1/4 OF SW 1/4 FOR POB NLY 1160 FT ELY PARL TO S LI OF SEC 2805 FT SLY PARL TO SE 1/4 OF SW 1/4 1160 FT TO S LI OF SEC WLY ALG S LI OF SEC 2805 FT TO POB OR 8439 P 1683 LESS OR 8440 P 335 HIEBERT LESS MINERAL RIGHTS SECTION 07, TOWNSHIP 4 N, RANGE 32 W

TAX ACCOUNT NUMBER 122556500 (1124-64)

The assessment of the said property under the said certificate issued was in the name of DARREN HIEBERT and CLARA JO HIEBERT

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 November, which is the 6th day of November 2024.

Dated this 26th day of September 2024.

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

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

oaw-4w-10-03-10-17-24-2024