



CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

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

0525-71

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	BANDIT CAPITAL LLC 464 E NEW YORK AVE BROOKLYN, NY 11225	Application date	Jul 29, 2024
Property description	PRYEAR ROD R PRYEAR EMMA 175 A JUNIPER ST WALNUT HILL, FL 32568 175 JUNIPER ST BEHIND 12-3533-415 BEG AT NE COR OF NE 1/4 OF SE 1/4 W ALG N LI OF SE 1/4 629 59/100 FT TO WLY RW LI OF JUNIPER ST (50 (Full legal attached.)	Certificate #	2022 / 6717
		Date certificate issued	06/01/2022 H

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

Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2022/6717	06/01/2022	258.13	12.91	271.04
→ Part 2: Total*				271.04

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)
# 2024/6937	06/01/2024	208.59	6.25	10.43	225.27
# 2023/6819	06/01/2023	197.17	6.25	41.41	244.83
Part 3: Total*					470.10

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)	741.14
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
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)	1,116.14

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: Candice Lewis
Signature, Tax Collector or Designee

Escambia, Florida
Date August 7th, 2024

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

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	13,739
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>05/07/2025</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS

Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

BEG AT NE COR OF NE 1/4 OF SE 1/4 W ALG N LI OF SE 1/4 629 59/100 FT TO WLY R/W LI OF JUNIPER ST (50 FT R/W) SLY ALG R/W 775 FT W 270 FT N 110 FT FOR POB W 304 22/100 FT N 80 FT E 304 22/100 FT S 80 FT TO POB OR 3352 P 884

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2400921

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

BANDIT CAPITAL LLC
464 E NEW YORK AVE
BROOKLYN, NY 11225,

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
12-3533-415	2022/6717	06-01-2022	BEG AT NE COR OF NE 1/4 OF SE 1/4 W ALG N LI OF SE 1/4 629 59/100 FT TO WLY R/W LI OF JUNIPER ST (50 FT R/W) SLY ALG R/W 775 FT W 270 FT N 110 FT FOR POB W 304 22/100 FT N 80 FT E 304 22/100 FT S 80 FT TO POB OR 3352 P 884

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
BANDIT CAPITAL LLC
464 E NEW YORK AVE
BROOKLYN, NY 11225

07-29-2024
Application Date

Applicant's signature



Chris Jones Escambia County Property Appraiser

[Real Estate Search](#)

[Tangible Property Search](#)

[Sale List](#)

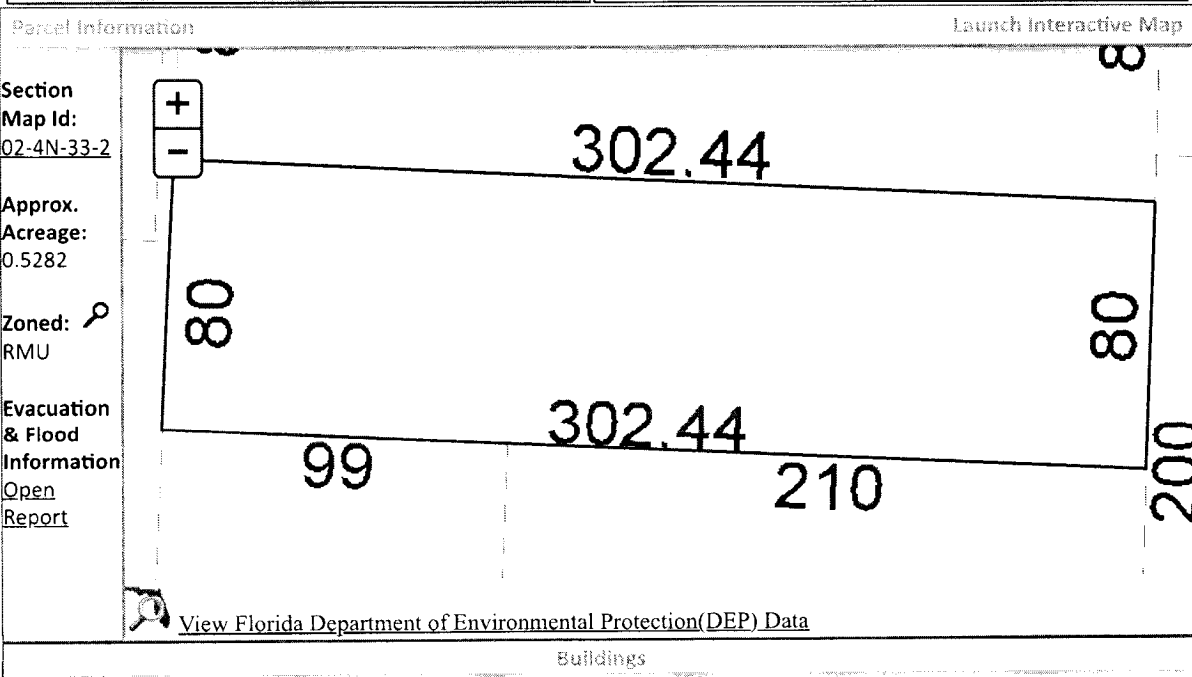
[Back](#)

◀ Nav. Mode ☒ Account ☐ Parcel ID ▶

[Printer Friendly Version](#)

General Information		Assessments				
Parcel ID:	024N334101000014	Year	Land	Imprv	Total	Cap Val
Account:	123533415	2023	\$2,419	\$67,037	\$69,456	\$27,478
Owners:	PRYEAR ROD R PRYEAR EMMA	2022	\$1,862	\$60,637	\$62,499	\$26,678
Mail:	175 A JUNIPER ST WALNUT HILL, FL 32568	2021	\$1,862	\$47,743	\$49,605	\$25,901
Situs:	175 JUNIPER ST BEHIND 32568	Disclaimer				
Use Code:	SINGLE FAMILY RESID 🔍	Tax Estimator				
Taxing Authority:	COUNTY MSTU	File for Exemption(s) Online				
Tax Inquiry:	Open Tax Inquiry Window	Report Storm Damage				
Tax inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data Type List: 🔍						2023 Certified Roll Exemptions	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	HOMESTEAD EXEMPTION	
03/1993	3352	884	\$22,800	WD	📄	Legal Description BEG AT NE COR OF NE 1/4 OF SE 1/4 W ALG N LI OF SE 1/4 629 59/100 FT TO WLY R/W LI OF JUNIPER ST (50 FT R/W) SLY... 🔍	
02/1992	3143	992	\$22,500	WD	📄		
05/1991	3025	663	\$27,100	WD	📄		
03/1991	2990	275	\$22,000	WD	📄		
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						Extra Features	
						FRAME SHED	



Address: 175 JUNIPER ST BEHIND, Year Built: 1994, Effective Year: 1994, PA Building ID#: 16358

Structural Elements

DECOR/MILLWORK-AVERAGE

DWELLING UNITS-1

EXTERIOR WALL-SIDING-SHT.AVG.

FLOOR COVER-CARPET

FOUNDATION-WOOD/NO SUB FLR

HEAT/AIR-CENTRAL H/AC

INTERIOR WALL-DRYWALL-PLASTER

NO. PLUMBING FIXTURES-4


NO. STORIES-1

ROOF COVER-COMPOSITION SHG

ROOF FRAMING-GABLE

STORY HEIGHT-0

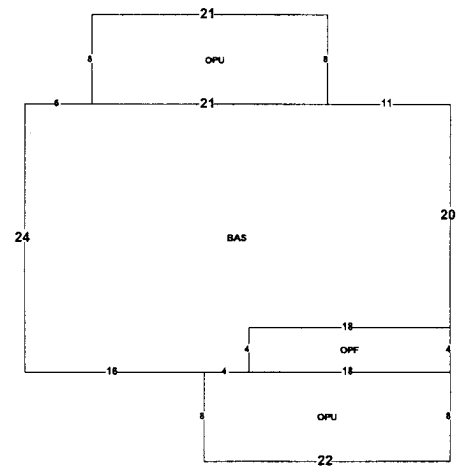
STRUCTURAL FRAME-WOOD FRAME

 Areas - 1256 Total SF


BASE AREA - 840

OPEN PORCH FIN - 72

OPEN PORCH UNF - 344



Images

 Click on image to
view enlarged
version

8/8/2024 12:00:00 AM

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

Last Updated: 08/09/2024 (rev. 2264)

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **BANDIT CAPITAL LLC** holder of **Tax Certificate No. 06717**, 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 NE COR OF NE 1/4 OF SE 1/4 W ALG N LI OF SE 1/4 629 59/100 FT TO WLY R/W LI OF JUNIPER ST (50 FT R/W) SLY ALG R/W 775 FT W 270 FT N 110 FT FOR POB W 304 22/100 FT N 80 FT E 304 22/100 FT S 80 FT TO POB OR 3352 P 884

SECTION 02, TOWNSHIP 4 N, RANGE 33 W

TAX ACCOUNT NUMBER 123533415 (0525-71)

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

ROD R PRYEAR and EMMA PRYEAR

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 May, which is the **7th day of May 2025**.

Dated this 12th day of August 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 #: 12-3533-415 CERTIFICATE #: 2022-6717

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

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

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

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

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

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

BY

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

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

January 16, 2025

Tax Account #: **12-3533-415**

1. The Grantee(s) of the last deed(s) of record is/are: **ROD R PRYEAR AND EMMA PRYEAR**
By Virtue of Deed recorded 4/26/1993 in OR 3352/884

ABTRACTOR'S NOTE: DEED INCLUDES EASMENT FOR ACCESS

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 Administrator of the Small Business Administration recorded 5/13/2005 – OR 5638/1850**
 - b. **Judgment in favor of World Acceptance Corporation recorded 9/20/2013 – OR 7078/474**

4. Taxes:

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

Tax Account #: 12-3533-415

Assessed Value: \$28,302.00

Exemptions: HOMESTEAD EXEMPTION

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

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

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

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

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: MAY 7, 2025

TAX ACCOUNT #: 12-3533-415

CERTIFICATE #: 2022-6717

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 checked="" type="checkbox"/>	<input type="checkbox"/>	Homestead for <u>2024</u> tax year.

ROD R PRYEAR AND
EMMA PRYEAR
175 A JUNIPER ST
WALNUT HILL, FL 32568

U S SMALL BUSINESS ADMINISTRATION
801 TOM MARTIN DR STE 120
BIRMINGHAM, AL 35211

WORLD ACCEPTANCE CORPORATION
PO BOX 620
TRUSSFILLE, AL 35173

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

PERDIDO TITLE & ABSTRACT, INC.



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

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

PROPERTY INFORMATION REPORT

January 16, 2025

Tax Account #:12-3533-415

LEGAL DESCRIPTION EXHIBIT "A"

**BEG AT NE COR OF NE 1/4 OF SE 1/4 W ALG N LI OF SE 1/4 629 59/100 FT TO WLY R/W LI OF
JUNIPER ST (50 FT R/W) SLY ALG R/W 775 FT W 270 FT N 110 FT FOR POB W 304 22/100 FT N 80
FT E 304 22/100 FT S 80 FT TO POB OR 3352 P 884**

SECTION 02, TOWNSHIP 4 N, RANGE 33 W

TAX ACCOUNT NUMBER 12-3533-415(0525-71)

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

Resale of D. Bradford Ephraim #856667 #868304
\$22,800.00 Amount Financed
\$30,000.00 Finance Charge
\$52,800.00 Total Payments

13+2
15960

33528 884

FEE SIMPLE DEED
FROM CORPORATION

This Indenture, Executed this 11th day of March, A.D. 1993,
by JIM WALTER HOMES, INC.

a corporation existing under the laws of FLORIDA, and having its principal
place of business at 1500 N. Dale Mabry, Tampa, Florida, 33607

first party, to RODR-PRYER & EMMA PRYER
As joint tenants with full rights of survivorship not as tenants in common.
Whose postoffice address is 175 Juniper St. Walnut Hill, Fl. 32538

second party:

(Wherever used herein the terms "first party" and "second party"
shall include singular and plural, heirs, legal representatives,
and assigns of individuals, and the successors and assigns of
corporations, wherever the context so admits or requires.)

Witnesseth, That the said first party, for and in consideration of the sum
of \$ 10.00-Ten and other valuable considerations.

in hand paid by the said second party, the receipt whereof is hereby acknowledged,
does hereby grant, bargain, sell, and convey unto the said party forever, the
following described lot, piece or parcel of land, situate, lying and being in the
County of Escambia State of Florida, to wit:

(See Attached Exhibit "A")

D.S. PD. \$ 159.60
DATE April 26, 1993
JOE A. FLOWERS, COMPTROLLER
BY: Lisbe Pimiento D.C.
CERT. REG. #79-2043328-27-01

THIS INSTRUMENT PREPARED BY
Thomas E. Portsmouth, Attorney
P. O. Box 31601
Tampa, Florida 33631-3601

RETURN TO
JIM WALTER HOMES, INC.
ATT: LISBE PIMIENTO
P. O. BOX 31601
TAMPA, FLA 33631-3601

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 HAVE AND TO HOLD the same unto the said part ies of the second part their
heirs and assigns, to their proper use, benefits and behoof forever.

(Corporate Seal) In Witness Whereof the said first party has caused these presents
to be executed in its name, and its corporate seal to be hereunto
affixed, by its proper officers thereunto duly authorized, the
say and year first above written.

ATTEST: S. L. Russell
Name: S. L. RUSSELL
Title: SECRETARY
Address: 1500 N. Dale Mabry,
Tampa, Fl. 33607

JIM WALTER HOMES, INC.
By: H. R. Clarkson
Name: H. R. CLARKSON
Title: VICE PRESIDENT
Address: 1500 N. Dale Mabry,
Tampa, Fl. 33607

3352 PG 885

Signed, sealed and delivered in the presence of:

Estelle Hays
Type/Print Name Estelle Hays

Heidi L. Whalen
Type/Print Name Heidi L. Whalen

COUNTY OF Hillsborough

STATE OF Florida

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared H. R. CLARKSON and S. L. RUSSELL well known to me to be the Vice President and Secretary respectively of the corporation named as first party in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of March, A. D. 1993.

Sandra M. Self
Notary Public

SANDRA M. SELF
(Print Name of Notary)

NOTARY PUBLIC
(Print Title)

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCTOBER 24, 1993
BONDED THROUGH AGENTS' NOTARY BROKERAGE

3352M 886

EXHIBIT "A"

County of Escambia, State of Florida

Commencing at the Northeast corner of the NE 1/4 of SE 1/4 of Section 2, Township 4 North, Range 33 West, Escambia County, Florida; thence run West along North line of said SE 1/4 for 629.59 ft. to the Westerly right of way line of Juniper Street (50' R/W); thence run Southerly along said right of way for 775.0 ft.; thence run West for 270.0 ft.; thence run North for 110.0 ft. to the Point of Beginning; thence run West for 304.22 ft.; thence run North for 80.0 ft.; thence run East for 304.22 feet; thence run South for 80.0 ft. to the Point of Beginning.

Also a 40.0 ft. wide road right of way easement lying 20.0 ft. each side of the following described center line; Commencing at the NE corner of the NE 1/4 of SE 1/4 of Section 2, Township 4 North, Range 33 West, Escambia County, Florida; thence run West along North line of said SE 1/4 for 629.59 feet to the Westerly right of way line of Juniper Street, (50' R/W); thence run Southerly along said right of way for 775.0 ft.; thence run West for 270.0 ft.; thence run North for 150.0 ft. to the Point of Beginning; thence run East 20.0 ft.; thence run South for 130.0 ft.; thence run East for 100.0 ft. to the end of easement.

Also a right of way easement for road right of way described as follows: Commencing at the NE corner of the NE 1/4 of SE 1/4 of Section 2, Township 4 North, Range 33 West, Escambia County, Florida; thence run West along North line of said SE 1/4 for 629.59 ft. to the westerly right of way line of Juniper Street, (50' R/W); thence run Southerly along said right of way for 775.0 ft. to the Point of Beginning; thence continue South along same line for 40.0 ft.; thence run West for 150.0 ft.; thence run North for 50.0 ft.; thence run East for 30.0 ft.; thence run South for 10.0 ft.; thence run East for 120.0 ft. to the Point of Beginning.

Parcel #Not Assigned yet

Less and except any road right of ways of record. Grantor does not assume any liability for unpaid taxes.

This deed is given subject to that certain Mortgage from the Grantee herein to the Grantor herein dated the 11th day of March 1993.

RECORDED IN
BOOK 3352M
PAGE 886
MARCH 11 1993
COUNTY OF ESCAMBIA
FLORIDA

037009

MAIL ANY NOTICE OF DEFAULT TO:
U.S. SMALL BUSINESS ADMINISTRATION
801 Tom Martin Drive, Suite 120
Birmingham, Alabama, 35211

THIS INSTRUMENT PREPARED BY AND MAIL TO:
Terry J. Miller, Attorney/Advisor
U.S. SMALL BUSINESS ADMINISTRATION
One Baltimore Place, Suite 300
Atlanta, Georgia 30308
(404)347-3771

PRYEAR, Rod R. and Emma D.
3627-02473 Loan No. DLH 80348640-00

This document exempt from
Class 'C' Intangible Tax
Ernie Lee Magaha, Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE (Direct)

This mortgage made and entered into this 3rd day of May 2005, by and between Rod R. Pryear and Emma D. Pryear, who acquired title as Emma Pryear, husband and wife, 175 A Juniper Street, Walnut Hill, Florida 32568 (hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at 801 Tom Martin Drive, Suite 120, Birmingham, Alabama, 35211

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Escambia, State of Florida:

Described in Exhibit "A" attached hereto and made a part hereof.

It is hereby agreed between the parties hereto, that if the mortgagor, subsequent to the date of this mortgage, conveys, contracts, or attempts to sell the above described mortgaged property in any way or manner whatsoever, while said property is mortgaged to the mortgagee, and without the written consent of the mortgagee, then and in such event the whole sum of principal and interest of the debt secured by this mortgage shall, at the option of the mortgagee, become immediately due and payable, and this mortgage may be foreclosed at once if said debt is not paid in full.

"This transaction is exempt from the Florida Intangible Tax since a governmental agency is holder of the indebtedness".

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated November 3, 2004 in the principal sum of \$17,300.00 and maturing on November 3, 2016.

1. The mortgagor covenants and agrees as follows:

- a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.
 - b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.
 - c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said premises. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.
 - d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.
 - e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.
 - f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.
 - g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable and shall be secured by the lien of this mortgage.
 - h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.
 - i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.
 - j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.
 - k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.
2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner

PRYEAR, Rod R. and Emma D.
3627-02473 / DLH 80348640-00

of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisalment (the mortgagor having waived and assigned to the mortgagee all rights of appraisalment):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinabove provided, the mortgagor or any person in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the *deficiency without regard to appraisalment*.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. In compliance with section 101.106 of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.106], this instrument is to be construed and enforced in accordance with applicable Federal law.

10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 175 A Juniper Street, Walnut Hill, Florida 32568 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 801 Tom Martin Drive, Suite 120 Birmingham, Alabama, 35211.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.



STATE OF FLORIDA

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this
9 day of May, 2005 by
Rod R. Pryear who produced a
drivers license as identification.

is known by me
Mary A Spence
Notary Public, State of Florida at Large
My Commission Expires: May 20, 2008

Rod R. Pryear
Rod R. Pryear
Emma D. Pryear
Emma D. Pryear

The foregoing instrument was acknowledged before me this
9 day of May, 2005 by
Emma D. Pryear who produced a
drivers license as identification.

is known by me
Mary A Spence
Notary Public, State of Florida at Large
My Commission Expires: May 20, 2008



Name: PRYEAR, Rod R. and Emma D.

Control No. / Loan No: 3627-02473 / DLH 80348640-00

EXHIBIT "A"

Commencing at the Northeast corner of the NE 1/4 of SE 1/4 of Section 2, Township 4 North, Range 33 West, Escambia County, Florida; thence run West along North line of said SE 1/4 for 629.59 ft. to the Westerly right of way line of Juniper Street (50' R/W); thence run Southerly along said right of way for 775.0 ft.; thence run West for 270.0 ft.; thence run North for 110.0 ft. to the Point of Beginning; thence run West for 304.22 ft.; thence run North for 80.0 ft.; thence run East for 304.22 feet; thence run South for 80.0 ft. to the Point of Beginning.

Also a 40.0 ft. wide road right of way easement lying 20.0 ft. each side of the following described center line; Commencing at the NE corner of the NE 1/4 of SE 1/4 of Section 2, Township 4 North, Range 33 West, Escambia County, Florida; thence run West along North line of said SE 1/4 for 629.59 feet to the Westerly right of way line of Juniper Street, (50' R/W); thence run Southerly along said right of way for 775.0 ft.; thence run West for 270.0 ft.; thence run North for 150.0 ft. to the Point of Beginning; thence run East 20.0 ft.; thence run South for 130.0 ft.; thence run East for 100.0 ft. to the end of easement.

Also a right of way easement for road right of way described as follows: Commencing at the NE corner of the NE 1/4 of SE 1/4 of Section 2, Township 4 North, Range 33 West, Escambia County, Florida; thence run West along North line of said SE 1/4 for 629.59 ft. to the westerly right of way line of Juniper Street, (50' R/W); thence run Southerly along said right of way for 775.0 ft. to the Point of Beginning; thence continue South along same line for 40.0 ft.; thence run West for 150.0 ft.; thence run North for 50.0 ft.; thence run East for 30.0 ft.; thence run South for 10.0 ft.; thence run East for 120.0 ft. to the Point of Beginning.

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

**WORLD ACCEPTANCE CORPORATION
PO BOX 620
TRUSSVILLE, AL 35173**

PLAINTIFF,

Vs.

**EMMA PRYEAR
175 JUNIPER ST
MCDAVID, FL 32568**

CASE NO: 2013 SC 001689

DIVISION: V

DEFENDANT,

**FINAL JUDGMENT AGAINST
EMMA PRYEAR**

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

ORDERED AND ADJUDGED that the Plaintiff **WORLD ACCEPTANCE CORPORATION** hereby recovers from the Defendant **EMMA PRYEAR** the sum of **\$680.13**, plus prejudgment interest of **\$0.00** and costs of **\$225.00** for a total of **\$905.13** that shall bear interest at the rate of **4.75% per annum**, for which let execution issue.

DONE AND ORDERED in open court/chambers in Pensacola, Escambia County, Florida this 19th day of SEPTEMBER, 2013.

✓ 9-20-13 RW
Copies to:

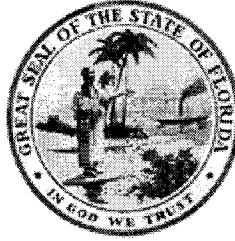
**WORLD ACCEPTANCE CORPORATION
EMMA PRYEAR**



COUNTY JUDGE

2013 SEP 19 P 2:11
PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

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: 123533415 Certificate Number: 006717 of 2022

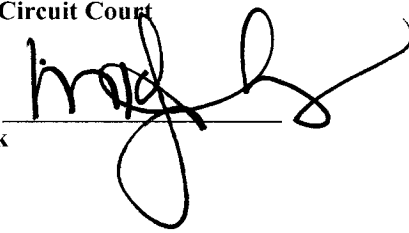
**Payor: ROD R PRYEAR AND EMMA PRYEAR 175 A JUNIPER ST WALNUT HILL, FL 32568
Date 2/12/2025**

Clerk's Check # 33138
Tax Collector Check # 1

Clerk's Total \$524.40
Tax Collector's Total \$1,289.81
Postage \$32.80
Researcher Copies \$0.00
Recording \$10.00
Prep Fee \$7.00
Total Received \$1,864.01

\$ 1440.44

**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>**

2/12/2025