



# 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

0525-61

## Part 1: Tax Deed Application Information

Applicant Name Applicant Address	KEYS FUNDING LLC - 9022 PO BOX 71540 PHILADELPHIA, PA 19176-1540	Application date	Apr 22, 2024
Property description	COVER CHRISTIE ANN 2015 E LA RUA LANDING PENSACOLA, FL 32501 E LA RUA ST 14-0449-000 COMMENCING AT A FOUND 5/8 INCH IRON ROD MARKING THE NORTHEAST CORNER OF BLOCK 70, OF THE NEW CITY TR (Full legal attached.)	Certificate #	2022 / 7038
		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)
# 2022/7038	06/01/2022	1,461.13	73.06	1,534.19
→Part 2: Total*				1,534.19

## 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)
# 2023/7195	06/01/2023	1,521.27	6.25	251.01	1,778.53
Part 3: Total*					1,778.53

## 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)	3,312.72
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	1,357.61
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)	5,045.33

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:  Escambia, Florida  
Date April 24th, 2024  
Signature, Tax Collector or Designee

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>05/07/2025</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.

COMMENCING AT A FOUND 5/8 INCH IRON ROD MARKING THE NORTHEAST CORNER OF BLOCK 70, OF THE NEW CITY TRACT, ACCORDING TO THE MAP OF PENSACOLA COPYRIGHTED BY THOMAS C. WATSON IN 1906, THENCE NORTH 78 DEGREES 46 MIN 03 SEC EAST ALONG AN EASTERLY EXTENSION OF THE NORTH LINE OF SAID BLOCK 70 FOR 80.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST RIGHT OF WAY LINE OF 20TH AVENUE (80 FT R/W) AND THE EASTERLY EXTENSION OF SAID NORTH LINE OF BLOCK 70 AND POINT OF BEGINNING. THENCE CONTINUE NORTH 78 DEGREES 46 MIN 03 SEC EAST ALONG THE SOUTH RIGHT OF WAY LINE OF LA RUA STREET (80 R/W) FOR 47.76 FEET THE WESTERLY RIGHT OF WAY LINE OF LA RUA LANDING (60 R/W), SAID POINT BEING ON A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 20.00 FEET AND, A DELTA ANGLE OF 13 DEGREES 00 MIN 10 SEC; THENCE SOUTHEASTERLY (THIS COURSE AND THE NEXT TWO COURSES ARE ALONG SAID RIGHT OF WAY LINE) ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 4.54 FEET (CHORD BEARING OF SOUTH 17 DEGREES 48 MIN 11 SEC EAST, CHORD DISTANCE OF 4.53 FEET) TO THE POINT OF TANGENCY; THENCE SOUTH 11 DEGREES 18 MIN 06 SEC EAST FEET A DISTANCE OF 89.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 80.00 FEET AND A DELTA ANGLE OF 08 DEGREES 33 MIN 20 SEC; THENCE

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# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2400575

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

KEYS FUNDING LLC - 9022

PO BOX 71540

PHILADELPHIA, PA 19176-1540,

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

Account Number	Certificate No.	Date	Legal Description
14-0449-000	2022/7038	06-01-2022	COMMENCING AT A FOUND 5/8 INCH IRON ROD MARKING THE NORTHEAST CORNER OF BLOCK 70, OF THE NEW CITY TRACT, ACCORDING TO THE MAP OF PENSACOLA COPYRIGHTED BY THOMAS C. WATSON IN 1906, THENCE NORTH 78 DEGREES 46 MIN 03 SEC EAST ALONG AN EASTERLY EXTENSION OF THE NORTH LINE OF SAID BLOCK 70 FOR 80.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST RIGHT OF WAY LINE OF 20TH AVENUE (80 FT R/W) AND THE EASTERLY EXTENSION OF SAID NORTH LINE OF BLOCK 70 AND POINT OF BEGINNING. THENCE CONTINUE NORTH 78 DEGREES 46 MIN 03 SEC EAST ALONG THE SOUTH RIGHT OF WAY LINE OF LA RUA STREET (80 R/W) FOR 47.76 FEET THE WESTERLY RIGHT OF WAY LINE OF LA RUA LANDING (60 R/W), SAID POINT BEING ON A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 20.00 FEET AND, A DELTA ANGLE OF 13 DEGREES 00 MIN 10 SEC; THENCE SOUTHEASTERLY (THIS COURSE AND THE NEXT TWO COURSES ARE ALONG SAID RIGHT OF WAY LINE) ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 4.54 FEET (CHORD BEARING OF SOUTH 17 DEGREES 48 MIN 11 SEC EAST, CHORD DISTANCE OF 4.53 FEET) TO THE POINT OF TANGENCY; THENCE SOUTH 11 DEGREES 18 MIN 06 SEC EAST FEET A DISTANCE OF 89.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 80.00 FEET AND A DELTA ANGLE OF 08 DEGREES 33 MIN 20 SEC; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 11.95 FEET (CHORD

			BEARING OF SOUTH 15 DEGREES 34 MIN 51 SEC EAST, CHORD DISTANCE OF 11.93 FEET); THENCE SOUTH 60 DEGREES 31 MIN 00 SEC WEST FOR A DISTANCE OF 51.86 FEET TO A POINT ON THE SOUTHERLY EXTENSION THE EAST RIGHT OF WAY LINE OF SAID 20TH AVENUE; THENCE NORTH 11 DEGREES 15 MIN 00 SEC WEST ALONG SAID SOUTHERLY EXTENSION FOR A DISTANCE OF 122.65 FEET (122.39 FEET EXIST) TO THE POINT OF BEGINNING. OR 7261 P 772 OR 7374 P 793 (CASE 2015-CA-000568)
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I agree to:

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

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

Electronic signature on file  
KEYS FUNDING LLC - 9022  
PO BOX 71540  
PHILADELPHIA, PA 19176-1540

04-22-2024  
Application Date

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

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

R-1AAA  
R-1AAA  
R-1AAA

**Evacuation  
& Flood  
Information**  
Open  
Report

Buildings

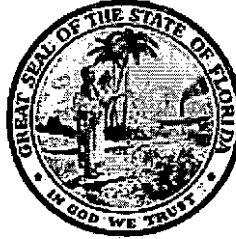
Images

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:05/08/2024 (rc.2911)

**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

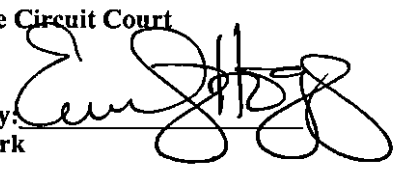
**PAM CHILDERS, CLERK OF THE CIRCUIT COURT**  
**Tax Certificate Redeemed From Sale**  
**Account: 140449000 Certificate Number: 007038 of 2022**

**Payor: CHRISTIE ANN COVER 2015 E LA RUA LANDING PENSACOLA, FL 32501      Date**  
**5/13/2024**

Clerk's Check #	1866459	Clerk's Total	\$544.92
Tax Collector Check #	1	Tax Collector's Total	\$6,335.42
		Postage	\$100.00
		Researcher Copies	\$0.00
		Recording	\$10.00
		Prep Fee	\$7.00
		Total Received	\$6,697.34

**\$5,270.10**

**PAM CHILDERS**  
Clerk of the Circuit Court

Received By:   
Deputy Clerk

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



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



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

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

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

**Case # 2022 TD 007038  
 Redeemed Date 5/13/2024**

**Name CHRISTIE ANN COVER 2015 E LA RUA LANDING PENSACOLA, FL 32501**

Clerk's Total = TAXDEED	\$544.92 <b>\$5,270.10</b>
Due Tax Collector = TAXDEED	\$6,085.42
Postage = TD2	\$100.00
ResearcherCopies = TD6	\$0.00
Release TDA Notice (Recording) = RECORD2	\$10.00
Release TDA Notice (Prep Fee) = TD4	\$7.00

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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**FINANCIAL SUMMARY**

No Information Available - See Dockets



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

**Tax Deed - Redemption Calculator**

**Account: 140449000 Certificate Number: 007038 of 2022**

Redemption ☐ No ☒ Application Date  Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="5/7/2025"/>	Redemption Date <input type="text" value="5/13/2024"/>
Months	13	1
Tax Collector	<input type="text" value="\$5,045.33"/>	<input type="text" value="\$5,045.33"/>
Tax Collector Interest	\$983.84	\$75.68
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$6,035.42	<input type="text" value="\$5,127.26"/> <i>CK</i>
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	\$88.92	\$6.84
Total Clerk	\$544.92	<input type="text" value="\$462.84"/> <i>CH</i>
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="\$100.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$0.00"/>	<input type="text" value="\$0.00"/>
Total Redemption Amount	\$6,697.34	\$5,607.10
	Repayment Overpayment Refund Amount	\$1,090.24
Book/Page	<input type="text"/>	<input type="text"/>

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **KEYS FUNDING LLC** holder of **Tax Certificate No. 07038**, 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:

(see attached)

**SECTION 00, TOWNSHIP 0 S, RANGE 00 W**

**TAX ACCOUNT NUMBER 140449000 (0525-61)**

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

**CHRISTIE ANN COVER**

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 13th day of May 2024.

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



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

## LEGAL DESCRIPTION

COMMENCING AT A FOUND 5/8 INCH IRON ROD MARKING THE NORTHEAST CORNER OF BLOCK 70, OF THE NEW CITY TRACT, ACCORDING TO THE MAP OF PENSACOLA COPYRIGHTED BY THOMAS C. WATSON IN 1906, THENCE NORTH 78 DEGREES 46 MIN 03 SEC EAST ALONG AN EASTERLY EXTENSION OF THE NORTH LINE OF SAID BLOCK 70 FOR 80.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST RIGHT OF WAY LINE OF 20TH AVENUE (80 FT R/W) AND THE EASTERLY EXTENSION OF SAID NORTH LINE OF BLOCK 70 AND POINT OF BEGINNING. THENCE CONTINUE NORTH 78 DEGREES 46 MIN 03 SEC EAST ALONG THE SOUTH RIGHT OF WAY LINE OF LA RUA STREET (80 R/W) FOR 47.76 FEET THE WESTERLY RIGHT OF WAY LINE OF LA RUA LANDING (60 R/W), SAID POINT BEING ON A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 20.00 FEET AND, A DELTA ANGLE OF 13 DEGREES 00 MIN 10 SEC; THENCE SOUTHEASTERLY (THIS COURSE AND THE NEXT TWO COURSES ARE ALONG SAID RIGHT OF WAY LINE) ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 4.54 FEET (CHORD BEARING OF SOUTH 17 DEGREES 48 MIN 11 SEC EAST, CHORD DISTANCE OF 4.53 FEET) TO THE POINT OF TANGENCY; THENCE SOUTH 11 DEGREES 18 MIN 06 SEC EAST FEET A DISTANCE OF 89.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 80.00 FEET AND A DELTA ANGLE OF 08 DEGREES 33 MIN 20 SEC; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 11.95 FEET (CHORD BEARING OF SOUTH 15 DEGREES 34 MIN 51 SEC EAST, CHORD DISTANCE OF 11.93 FEET); THENCE SOUTH 60 DEGREES 31 MIN 00 SEC WEST FOR A DISTANCE OF 51.86 FEET TO A POINT ON THE SOUTHERLY EXTENSION THE EAST RIGHT OF WAY LINE OF SAID 20TH AVENUE; THENCE NORTH 11 DEGREES 15 MIN 00 SEC WEST ALONG SAID SOUTHERLY EXTENSION FOR A DISTANCE OF 122.65 FEET (122.39 FEET EXIST) TO THE POINT OF BEGINNING. OR 7261 P 772 OR 7374 P 793 (CASE 2015-CA-000568)

## RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 9145, Page 1919, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 07038, issued the 1st day of June, A.D., 2022

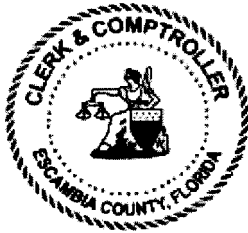
TAX ACCOUNT NUMBER: 140449000 (0525-61)

(see attached)

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

NAME IN WHICH ASSESSED: CHRISTIE ANN COVER

Dated this 13th day of May 2024.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

## LEGAL DESCRIPTION

COMMENCING AT A FOUND 5/8 INCH IRON ROD MARKING THE NORTHEAST CORNER OF BLOCK 70, OF THE NEW CITY TRACT, ACCORDING TO THE MAP OF PENSACOLA COPYRIGHTED BY THOMAS C. WATSON IN 1906, THENCE NORTH 78 DEGREES 46 MIN 03 SEC EAST ALONG AN EASTERLY EXTENSION OF THE NORTH LINE OF SAID BLOCK 70 FOR 80.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST RIGHT OF WAY LINE OF 20TH AVENUE (80 FT R/W) AND THE EASTERLY EXTENSION OF SAID NORTH LINE OF BLOCK 70 AND POINT OF BEGINNING. THENCE CONTINUE NORTH 78 DEGREES 46 MIN 03 SEC EAST ALONG THE SOUTH RIGHT OF WAY LINE OF LA RUA STREET (80 R/W) FOR 47.76 FEET THE WESTERLY RIGHT OF WAY LINE OF LA RUA LANDING (60 R/W), SAID POINT BEING ON A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 20.00 FEET AND, A DELTA ANGLE OF 13 DEGREES 00 MIN 10 SEC; THENCE SOUTHEASTERLY (THIS COURSE AND THE NEXT TWO COURSES ARE ALONG SAID RIGHT OF WAY LINE) ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 4.54 FEET (CHORD BEARING OF SOUTH 17 DEGREES 48 MIN 11 SEC EAST, CHORD DISTANCE OF 4.53 FEET) TO THE POINT OF TANGENCY; THENCE SOUTH 11 DEGREES 18 MIN 06 SEC EAST FEET A DISTANCE OF 89.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 80.00 FEET AND A DELTA ANGLE OF 08 DEGREES 33 MIN 20 SEC; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 11.95 FEET (CHORD BEARING OF SOUTH 15 DEGREES 34 MIN 51 SEC EAST, CHORD DISTANCE OF 11.93 FEET); THENCE SOUTH 60 DEGREES 31 MIN 00 SEC WEST FOR A DISTANCE OF 51.86 FEET TO A POINT ON THE SOUTHERLY EXTENSION THE EAST RIGHT OF WAY LINE OF SAID 20TH AVENUE; THENCE NORTH 11 DEGREES 15 MIN 00 SEC WEST ALONG SAID SOUTHERLY EXTENSION FOR A DISTANCE OF 122.65 FEET (122.39 FEET EXIST) TO THE POINT OF BEGINNING. OR 7261 P 772 OR 7374 P 793 (CASE 2015-CA-000568)



**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 #: 14-0449-000 CERTIFICATE #: 2022-7038

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 16, 2005 to and including January 16, 2025 Abstractor: Pam Alvarez

BY

Michael A. Campbell,  
As President  
Dated: January 17, 2025

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

January 17, 2025

Tax Account #: **14-0449-000**

1. The Grantee(s) of the last deed(s) of record is/are: **ALEXANDER L COVER III AND CHRISTIE COVER AKA CHRISTIE ANN COVER**

**By Virtue of Warranty Deed recorded 11/18/2010 in OR 6659/834, Quitclaim Deed recorded 11/20/2014 in OR 7261/772 and Quiet Title Order recorded 7/13/2015 in OR 7374/793**

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 SunTrust Mortgage Inc recorded 6/17/2005 OR 5662/942 and last assigned to US Bank Trust National Association as Trustee of the LB-Igloo Series IV Trust by Assignment of Mortgage recorded 8/3/2021 OR 8588/1910**
  - b. **Mortgage in favor of SunTrust Bank recorded 6/6/2006 OR 5922/1395**
  - c. **Judgment in favor of Kenneth Farino recorded 4/30/2021 OR 8520/1007**
  - d. **Judgment in favor of Patroni Enterprises LLC and Kathleen Van Alstine recorded 7/7/2022 OR 8817/1306**
  - e. **Judgment in favor of Ritchey Inc recorded 9/13/2023 OR 9040/1086**
  - f. **Judgment in favor of Port Royal Owners Association Inc recorded 8/17/2023 OR 9027/346**
  - g. **Judgment in favor of Port Royal Owners Association Inc recorded 9/15/2023 OR 9041/1222**
  - h. **Tax Lien in favor of Internal Revenue Service recorded 7/17/2023 OR 9009/1488**

4. Taxes:

**Taxes for the year(s) NONE are delinquent.**

**Tax Account #: 14-0449-000**

**Assessed Value: \$61,857.00**

**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**

<b>TAX DEED SALE DATE:</b>	<u>MAY 7, 2025</u>
<b>TAX ACCOUNT #:</b>	<u>14-0449-000</u>
<b>CERTIFICATE #:</b>	<u>2022-7038</u>

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>2024</u> tax year.

CHRISTIE ANN COVER AKA CHRISTIE  
COVER AND ALEXANDER L COVER III  
2015 E LARUA LANDING  
PENSACOLA, FL 32501

SUNTRUST BANK  
7455 CHANCELLOR DRIVE  
ORLANDO, FL 32809

US BANK TRUST NATIONAL ASSOCIATION AS  
TRUSTEE OF THE LB-IGLOO SERIES IV TRUST WEST  
7114 E STETSON DR SUITE 250  
SCOTTSDALE, ARIZONA 85251

KENNETH FARINO  
8060 W LAKE DR  
PALM BEACH, VA 33406

PATRONI ENTERPRISES LLC  
5 SABINE DR  
PENSACOLA BEACH, FL 32561

KATHY VAN ALSTINE  
16 PRESERVE COURT  
GULF SHORES, ALABAMA 36542

RITCHEY INC  
4010 GOVERNMENT ST  
OCIAN SPRINGS, MS 39364

PORT ROYAL OWNERS ASSOC INC  
908 GARDENGATE CIRCLE  
PENSACOLA, FL 32504

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

Certified and delivered to Escambia County Tax Collector, this 17<sup>th</sup> 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 17, 2025**

**Tax Account #:14-0449-000**

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

**COMMENCING AT A FOUND 5/8 INCH IRON ROD MARKING THE NORTHEAST CORNER OF BLOCK 70, OF THE NEW CITY TRACT, ACCORDING TO THE MAP OF PENSACOLA COPYRIGHTED BY THOMAS C. WATSON IN 1906, THENCE NORTH 78 DEGREES 46 MIN 03 SEC EAST ALONG AN EASTERLY EXTENSION OF THE NORTH LINE OF SAID BLOCK 70 FOR 80.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST RIGHT OF WAY LINE OF 20TH AVENUE (80 FT R/W) AND THE EASTERLY EXTENSION OF SAID NORTH LINE OF BLOCK 70 AND POINT OF BEGINNING. THENCE CONTINUE NORTH 78 DEGREES 46 MIN 03 SEC EAST ALONG THE SOUTH RIGHT OF WAY LINE OF LA RUA STREET (80 R/W) FOR 47.76 FEET THE WESTERLY RIGHT OF WAY LINE OF LA RUA LANDING (60 R/W), SAID POINT BEING ON A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 20.00 FEET AND, A DELTA ANGLE OF 13 DEGREES 00 MIN 10 SEC; THENCE SOUTHEASTERLY (THIS COURSE AND THE NEXT TWO COURSES ARE ALONG SAID RIGHT OF WAY LINE) ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 4.54 FEET (CHORD BEARING OF SOUTH 17 DEGREES 48 MIN 11 SEC EAST, CHORD DISTANCE OF 4.53 FEET) TO THE POINT OF TANGENCY; THENCE SOUTH 11 DEGREES 18 MIN 06 SEC EAST FEET A DISTANCE OF 89.75 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 80.00 FEET AND A DELTA ANGLE OF 08 DEGREES 33 MIN 20 SEC; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 11.95 FEET (CHORD BEARING OF SOUTH 15 DEGREES 34 MIN 51 SEC EAST, CHORD DISTANCE OF 11.93 FEET); THENCE SOUTH 60 DEGREES 31 MIN 00 SEC WEST FOR A DISTANCE OF 51.86 FEET TO A POINT ON THE SOUTHERLY EXTENSION THE EAST RIGHT OF WAY LINE OF SAID 20TH AVENUE; THENCE NORTH 11 DEGREES 15 MIN 00 SEC WEST ALONG SAID SOUTHERLY EXTENSION FOR A DISTANCE OF 122.65 FEET (122.39 FEET EXIST) TO THE POINT OF BEGINNING. OR 7261 P 772 OR 7374 P 793 (CASE 2015-CA-000568)**

**SECTION 00, TOWNSHIP 0 S, RANGE 00 W**

**TAX ACCOUNT NUMBER 14-0449-000(0525-61)**

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

Recorded in Public Records 11/18/2010 at 10:24 AM OR Book 6659 Page 834,  
Instrument #2010075475, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$27.00 Deed Stamps \$0.70

Prepared by: Cory E. Peterson  
P.O. Box 245  
Pensacola, FL 32591

**WARRANTY DEED**

STATE OF FLORIDA  
ESCAMBIA COUNTY

Parcel ID# 00-0S-00-9025-008-070

KNOWN ALL MEN BY THESE PRESENTS, That Alexander L Cover, III, a/k/a Alex Cover, a married man, for and in consideration of Ten (\$10.00) DOLLARS the receipt whereof is hereby acknowledged, does bargain, sell, convey and grant unto **Alexander L. Cover, III and Christie Cover, husband and wife, as tenants by the entireties, whose address is 2015 E. LaRua Landing, Pensacola, FL 32501**, their heirs, executors, administrators and assigns, forever, the following described property, situate, lying and being in the County of Escambia, State of Florida, to-wit:

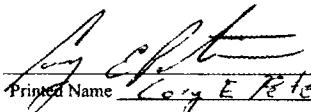
See attached Exhibit A.

THIS IS NOT THE HOMESTEAD OF THE GRANTOR

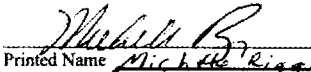
Together with all the singular tenements, hereditments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead. And he covenants that he is well seized of an indefeasible estate in fee simple in the said property, and has a good right to convey the same; that it is free of lien or encumbrance except as set forth herein, and that his heirs, executors and administrators, the said grantee, their heirs, executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 17<sup>th</sup> day of <sup>November</sup>~~October~~, 2010.

Witnesses:

  
Printed Name Cory E Peterson

  
Alexander L. Cover, III

  
Printed Name Michelle B. Riggins

BK: 6659 PG: 835

STATE OF FLORIDA  
COUNTY OF Escambia

Before the subscriber personally appeared Alexander L. Cover III who is personally known to me or who produced \_\_\_\_\_ as identification and who executed the foregoing instrument and acknowledged that he executed the same for the uses and purposes therein set forth.

Given under my hand and official seal this 17<sup>th</sup> day of <sup>November</sup> ~~October~~, 2010.

Paula K. Hockman  
NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires: 10-25-13

NOTARY PUBLIC-STATE OF FLORIDA  
Paula K. Hockman  
Commission #DD935559  
Expires: OCT. 25, 2013  
BONDED THRU ATLANTIC BONDING CO., INC.

EXHIBIT "A"

BEG AT NE COR OF BLK 70 NEW CITY TRACT S 11 DEG 15 MIN 0 SEC E ALG E LI OF BLK 148 90/100 FT S 21 DEG 15 MIN 0 SEC E 60 FT TO PT REFERRED TO AS PT A CONT S 21 DEG 15 MIN 0 SEC E 20 FT MORE OR LESS TO MEAN HIGH WATER LI OF BAYOU TEXAR FOR POB N 21 DEG 15 MIN 0 SEC W ALG LI LAST RUN 20 FT MORE OR LESS TO PT A N 14 DEG 18 MIN 0 SEC W 63 FT N 63 DEG 8 MIN 0 SEC E 32 FT N 60 DEG 31 MIN 0 SEC E 277 FT MORE OR LESS TO MEAN HIGH WATER LI OF BAYOU TEXAR MEANDER SLY SELY SWLY WLY AND NWLY ALG MEAN HIGH WATER LI TO POB WITH ALL RIPARIAN RIGHTS OR 1966 P 162 AND BEG AT NE COR BLK 70 NEW CITY TRACT N 78 DEG 42 MIN 10 SEC E ALG AN ELY EXTN OF N LI OF SD BLK 80 FT TO A PT ON SLY EXTN OF E R/W LI OF 20TH AVE (80 FT R/W) CONT N 78 DEG 42 MIN 10 SEC E 237 FT MORE OR LESS TO MEAN HIGH WATER LI OF BAYOU TEXAR & POB S 78 DEG 42 MIN 10 SEC W ALG LI LAST RUN 237 FT MORE OR LESS TO SLY EXTN OF E R/W LI OF SD AVE S 11 DEG 15 MIN 0 SEC E ALG SD EXTN 122 65/100 FT N 60 DEG 31 MIN 0 SEC E 233 FT MORE OR LESS TO MEAN HIGH WATER LI OF SD BAYOU TEXAR MEANDER NELY ALG SD MEAN HIGH WATER LI TO POB AS PER REAL ESTATE RETURN 85 ROLL LESS LA RUA LANDING S/D PB 14 P 69 CA 42 LESS OR 5154 P 1744 MARTIN

Recorded in Public Records 11/20/2014 at 12:10 PM OR Book 7261 Page 772,  
Instrument #2014086958, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$27.00 Deed Stamps \$0.70

THIS INSTRUMENT PREPARED BY:  
Richard M. Beckish  
Attorney at Law  
997 S. Palafox Street  
Pensacola, FL 32502  
Parcel No. 14-0449-000

### **QUITCLAIM DEED**

This Quitclaim Deed Made this 20 day of November, 2014 A.D. between **Randolph Lynn Head**, a married man, "**Grantor**", and

**Christie Ann Cover**, a married woman, whose address is 2015 E. LaRua Landing, Pensacola, Florida 32501, Escambia County, State of Florida, "**Grantee**";

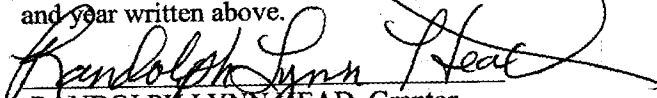
**WITNESS** that the Grantor, for and in consideration of the sum of TEN DOLLARS U.S. Currency (\$10.00) paid by the Grantee and other good and valuable consideration, receipt of which is acknowledged by the Grantor by affixing his signature below, hereby GRANTS, BARGAINS and QUITCLAIMS unto said Grantee, her heirs, successors, and assigns, forever, all rights to the following described land situated in Escambia County, State of Florida, to wit:

**SEE LEGAL DESCRIPTION EXHIBIT "A".**

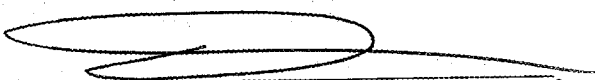
**Described property is not the constitutional homestead of Grantor.**

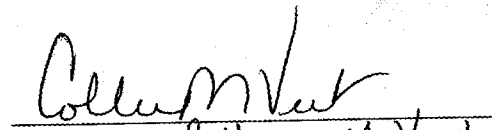
**To Have and to Hold** the same together with all appurtenances thereto belonging or appertaining to said land, and all estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or in equity, for the use, benefit and profit of said Grantee forever.

**In Witness Whereof**, Grantor has caused these presents to be executed in his name on the day and year written above.

  
RANDOLPH LYNN HEAD, Grantor

Signed, sealed and delivered in our presence:

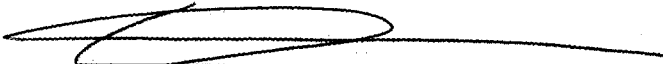
  
Printed Name: DENIS BRASLOW  
Witness

  
Printed Name: Colleen M. Vert  
Witness

BK: 7261 PG: 773

STATE OF Florida  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me on this 20 day of Nov, 2014, by  
Randolph Lynn Head, who is personally known to me, or who has produced  
as identification.

**Driver License**  
Notary Public, State of \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(print name) My Commission expires: \_\_\_\_\_



**EXHIBIT "A"**

Commencing at a found 5/8" iron rod marking the northeast corner of Block 70, of the New City Tract, according to the map of Pensacola copyrighted by Thomas C. Watson in 1906, thence North 78 degrees 46'03" East along an easterly extension of the north line of said Block 70 for 80.00 feet to a point of intersection with the southerly extension of the east right of way line of 20<sup>th</sup> Avenue (80' R/W) and the easterly extension of said north line of Block 70 and point of beginning.

Thence continue North 78 degrees 46'03" East along the south right of way line of La Rua Street (80' R/W) for 47.76 feet the westerly right of way line of La Rua Landing (60' R/W), said point being on a circular curve concave to the southwest, having a radius of 20.00 feet and a delta angle of 13 degrees 00'10"; thence Southeasterly (this course and the next two courses are along said right of way line) along the arc of said curve for an arc distance of 4.54 feet (chord bearing of South 17 degrees 48'11" East, chord distance of 4.53 feet) to the point of tangency; thence South 11 degrees 18'06" East for a distance of 89.75 feet to the point of curvature of a curve concave easterly, having a radius of 80.00 feet and a delta angle of 08 degrees 33'20"; thence Southeasterly along the arc of said curve for an arc distance of 11.95 feet (chord bearing of South 15 degrees 34'51" East, chord distance of 11.93 feet); thence South 60 degrees 31'00" West for a distance of 51.86 feet to a point on the southerly extension the east right of way line of said 20<sup>th</sup> Avenue; thence North 11 degrees 15'00" West along said southerly extension for a distance of 122.65 feet (122.39 feet exist) to the point of beginning. Containing 0.13 acres, more or less.



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

2015 JUL 10 P 2:53

CIRCUIT CIVIL DIVISION  
FILED & RECORDED

ALEXANDER COVER, III and  
CHRISTIE ANN COVER, husband  
and wife;

Petitioners,

v.

Case No. 2015-CA-000568

CITY OF PENSACOLA,  
and CHRIS JONES, in his capacity as  
ESCAMBIA COUNTY PROPERTY  
APPRAISER;

Respondents.

**ORDER OF FINAL SUMMARY JUDGMENT AND TO QUIET TITLE**

The Court having considered the unopposed motion of the Plaintiff for summary judgment against Respondents, the CITY OF PENSACOLA, FLORIDA, and CHRIS JONES in his capacity as ESCAMBIA COUNTY PROPERTY APPRAISER, for good cause being shown and being fully advised in the premises,

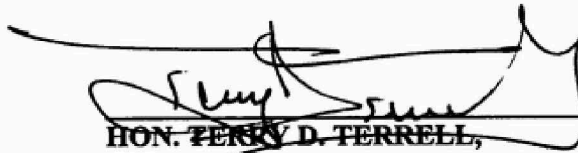
IT IS HEREBY ORDERED:

1. Final Summary Judgment is entered against Respondents, the CITY OF PENSACOLA, and CHRIS JONES in his capacity as ESCAMBIA COUNTY PROPERTY APPRAISER, let said Respondents go hence without day;

2. The "Quitclaim Deed" attached hereto as Exhibit "1" is hereby recognized and declared the legitimate deed to the real property situated in Escambia County, Florida described therein, and, further;
3. That title to the property described in Exhibit "1" is hereby quieted in favor of Petitioner, CHRISTIE ANN COVER.

Dated and entered in the City of Pensacola, Escambia County, Florida, on this 10<sup>th</sup> day of July, 2015.

BY THE COURT:

  
HON. TERRY D. TERRELL,  
CIRCUIT JUDGE

e-Filed only  
7/13/15

THIS INSTRUMENT PREPARED BY:  
Richard M. Bookish  
Attorney at Law  
997 S. Palmetto Street  
Pensacola, FL 32502  
Parcel No. 14-0449-000

### QUITCLAIM DEED

This Quitclaim Deed Made this 20 day of November, 2014 A.D. between Randolph Lynn Head, a married man, "Grantor", and

Christie Ann Cover, a married woman, whose address is 2015 E. LaRua Landing, Pensacola, Florida 32501, Escambia County, State of Florida, "Grantee";


WITNESS that the Grantor, for and in consideration of the sum of TEN DOLLARS U.S. Currency (\$10.00) paid by the Grantee and other good and valuable consideration, receipt of which is acknowledged by the Grantor by affixing his signature below, hereby GRANTS, BARGAINS and QUITCLAIMS unto said Grantee, her heirs, successors, and assigns, forever, all rights to the following described land situated in Escambia County, State of Florida, to wit:

SEE LEGAL DESCRIPTION EXHIBIT "A".

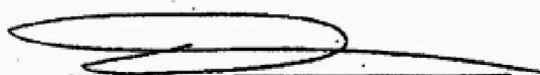
Described property is not the constitutional homestead of Grantor.


To Have and to Hold the same together with all appurtenances thereto belonging or appertaining to said land, and all estate, right, title, interest, lien, equity and claim whatsoever of Grantor, either in law or in equity, for the use, benefit and profit of said Grantee forever.

In Witness Whereof, Grantor has caused these presents to be executed in his name on the day and year written above.

  
RANDOLPH LYNN HEAD, Grantor

Signed, sealed and delivered in our presence:

  
Printed Name: DENIS BRASLOW  
Witness

  
Printed Name: Colleen M. Vert  
Witness

Exhibit

"1"

STATE OF Florida  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me on this 20 day of Nov, 2014, by  
Randolph Lynn Head, who is personally known to me, or who has produced  
as identification.

**Driver License**

  
Notary Public, State of \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(print name) My Commission expires: \_\_\_\_\_



EXHIBIT "A"

Commencing at a found 5/8" iron rod marking the northeast corner of Block 70, of the New City Tract, according to the map of Pensacola copyrighted by Thomas C. Watson in 1906, thence North 78 degrees 46'03" East along an easterly extension of the north line of said Block 70 for 80.00 feet to a point of intersection with the southerly extension of the east right of way line of 20<sup>th</sup> Avenue (80' R/W) and the easterly extension of said north line of Block 70 and point of beginning.

Thence continue North 78 degrees 46'03" East along the south right of way line of La Rua Street (80' R/W) for 47.76 feet the westerly right of way line of La Rua Landing (60' R/W), said point being on a circular curve concave to the southwest, having a radius of 20.00 feet and a delta angle of 13 degrees 00'10"; thence Southeasterly (this course and the next two courses are along said right of way line) along the arc of said curve for an arc distance of 4.54 feet (chord bearing of South 17 degrees 48'11" East, chord distance of 4.53 feet) to the point of tangency; thence South 11 degrees 18'06" East for a distance of 89.75 feet to the point of curvature of a curve concave easterly, having a radius of 80.00 feet and a delta angle of 08 degrees 33'20"; thence Southeasterly along the arc of said curve for an arc distance of 11.95 feet (chord bearing of South 15 degrees 34'51" East, chord distance of 11.93 feet); thence South 60 degrees 31'00" West for a distance of 51.86 feet to a point on the southerly extension the east right of way line of said 20<sup>th</sup> Avenue; thence North 11 degrees 15'00" West along said southerly extension for a distance of 122.65 feet (122.39 feet exist) to the point of beginning. Containing 0.13 acres, more or less.

Recorded in Public Records 06/17/2005 at 10:56 AM OR Book 5662 Page 942,  
Instrument #2005384870, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$214.00 MTG Stamps \$3920.00 Int. Tax \$2240.00

*Records*  
Return To:

DENIS A. BRASLOW, ESQUIRE  
917 N. 12TH AVENUE  
PENSACOLA, FL 32501

This document was prepared by:

SunTrust Mortgage, Inc.  
99 Racetrack Road, 2nd Floor, Fort Walton Beach, FL 32547

[Space Above This Line For Recording Data]

AP#: COV0031462864  
LN#: 0031462864

**MORTGAGE**

MIN 1000104-0031462864-3

#### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated June 9, 2005, together with all Riders to this document.  
(B) "Borrower" is ALEX COVER, A MARRIED MAN

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. **MERS is the mortgagee under this Security Instrument.** MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is SunTrust Mortgage, Inc.

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

Form 3010 1/01

 6A(FL) (0005)

Page 1 of 16

MW 05/00

Initials: 

VMP MORTGAGE FORMS - (800)521-7291



COV12376

BK: 5662 PG: 943

AP# COV0031462864  
LN# 0031462864

Lender is a Virginia Corporation  
organized and existing under the laws of State of Virginia  
Lender's address is 901 Semmes Avenue, Richmond, VA 23224

(E) "Note" means the promissory note signed by Borrower and dated June 9, 2005  
The Note states that Borrower owes Lender One Million One Hundred Twenty Thousand  
and no/100 Dollars  
(U.S. \$1,120,000.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic  
Payments and to pay the debt in full not later than July 1, 2035  
(F) "Property" means the property that is described below under the heading "Transfer of Rights in the  
Property."  
(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges  
due under the Note, and all sums due under this Security Instrument, plus interest.  
(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following  
Riders are to be executed by Borrower [check box as applicable]:

<input checked="" type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input checked="" type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Other(s) [specify]

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

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

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

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

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

LMD-6A(FL) (0005)

Page 2 of 16

Initials: 

Form 3010 1/01

BK: 5662 PG: 944

AP#: COV0031462864  
LN#: 0031462864

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the County [Type of Recording Jurisdiction] of Escambia [Name of Recording Jurisdiction]:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

THIS PROPERTY IS NOT THE CONSTITUTIONAL HOMESTEAD OF THE MORTGAGOR.

Parcel ID Number: 00-0S-00-9025-008-070  
2015 EAST LA RUA STREET  
PENSACOLA  
("Property Address"):

which currently has the address of  
[Street]  
[City], Florida 32501 [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

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

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

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

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

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

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

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can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

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

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

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

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

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

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

**4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

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If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

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**6. Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

**7. Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

**8. Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

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Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

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

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

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

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

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

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

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of

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any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

**12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers



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unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

**17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the

BK: 5662 PG: 954

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LN#: 0031462864

purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

**21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

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Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

**22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**23. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

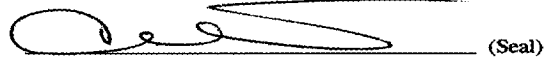
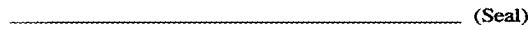
**24. Attorneys' Fees.** As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

**25. Jury Trial Waiver.** The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.


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AP#: COV0031462864  
LN#: 0031462864

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.  
Signed, sealed and delivered in the presence of:

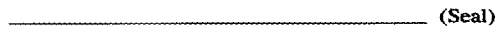
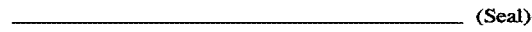
  
Denis A. Braslow  
ALEX COVER (Seal)  
-Borrower  
Colleen Vert504 EVENTIDE DRIVE, GULF BREEZE, FL 32563  
(Address)  
(Seal)  
-Borrower

(Address)

  
(Seal)  
-Borrower  
(Seal)  
-Borrower

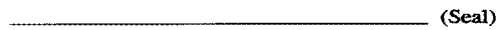
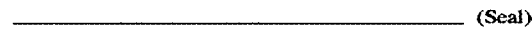
(Address)

(Address)

  
(Seal)  
-Borrower  
(Seal)  
-Borrower

(Address)

(Address)

  
(Seal)  
-Borrower  
(Seal)  
-Borrower

(Address)

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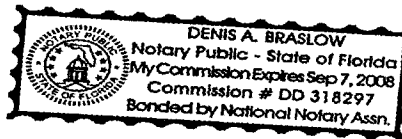
BK: 5662 PG: 957

AP#: COV0031462864  
LN#: 0031462864

STATE OF FLORIDA, Escambia County ss:  
The foregoing instrument was acknowledged before me this June 8, 2005 by  
ALEX COVER, a married man

who is personally known to me or who has produced **FLORIDA DRIVERS LICENSE** as identification.

Notary Public



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Initials: 

Form 3010 1/01

BK: 5662 PG: 958

AP# COV0031462864  
LN# 0031462864**ADJUSTABLE RATE RIDER**

THIS ADJUSTABLE RATE RIDER is made this 9th day of June, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

SunTrust Mortgage, Inc.,

Virginia Corporation

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2015 EAST LA RUA STREET . PENSACOLA, FL 32501

[Property Address]

**THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.**

**ADDITIONAL COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 6.3750 %. The Note provides for changes in the interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES****(A) Change Dates**

The interest rate I will pay may change on the 1st day of July, 2010, and on that day every 12th month thereafter. Each date on which my interest rate could change is called a "Change Date."

**MULTISTATE ADJUSTABLE RATE RIDER - Single Family**

VMP-899R (0402)

1/01

Page 1 of 5

Initials: 

VMP Mortgage Solutions, Inc.

(800)521-7291



BK: 5662 PG: 959

AP# COV0031462864  
LN# 0031462864**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is:  
THE AVERAGE OF INTERBANK OFFERED RATES FOR ONE YEAR U. S. DOLLAR DENOMINATED DEPOSITS IN THE LONDON MARKET (LIBOR) AS PUBLISHED IN THE WALL STREET JOURNAL.

The most recent Index figure available as of the date: ☒ 45 days ☐ \_\_\_\_\_  
before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding Two and One / Quarter percentage points ( 2.2500 %) to the Current Index. The Note Holder will then round the result of this addition to the ☒ Nearest ☐ Next Highest ☐ Next Lowest One/Eighth percentage point ( 0.125 %). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

☒ **Interest-Only Period**

The "Interest-only Period" is the period from the date of this Note through July, 2015 . For the interest-only period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to pay the interest which accrues on the unpaid principal of my loan. The result of this calculation will be the new amount of my monthly payment.

The "Amortization Period" is the period after the interest-only period. For the amortization period, after calculating my new interest rate as provided above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

VMP-899R (0402)

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Initials: 

BK: 5662 PG: 960

AP# COV0031462864  
LN# 0031462864**(D) Limits on Interest Rate Changes****(Please check appropriate boxes; if no box is checked, there will be no maximum limit on changes.)**

- ☐ (1) There will be no maximum limit on interest rate changes.
- ☐ (2) The interest rate I am required to pay at the first Change Date will not be greater than \_\_\_\_\_ % or less than \_\_\_\_\_ %.
- ☐ (3) My interest rate will never be increased or decreased on any single Change Date by more than \_\_\_\_\_ percentage points ( \_\_\_\_\_ %) from the rate of interest I have been paying for the preceding period.
- ☒ (4) My interest rate will never be greater than 12.3750 %, which is called the "Maximum Rate."
- ☒ (5) My interest rate will never be less than 2.2500 %, which is called the "Minimum Rate."
- ☐ (6) My interest rate will never be less than the initial interest rate.
- ☒ (7) The interest rate I am required to pay at the first Change Date will not be greater than 8.3750 % or less than 4.3750 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than Two percentage points ( 2.0000 %) from the rate of interest I have been paying for the preceding period.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

 -899R (0402)

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Initials: 



BK: 5662 PG: 961

AP# COV0031462864  
LN# 0031462864**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if a Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

-899R (0402)

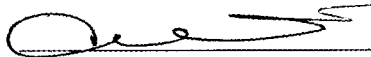
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Initials: 

BK: 5662 PG: 962

AP# COV0031462864  
LN# 0031462864

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

  
ALEX COVER (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

\_\_\_\_ (Seal)  
-Borrower

-899R (0402)

BK: 5662 PG: 963

AP# COV0031462864  
LN# 0031462864**1-4 FAMILY RIDER**  
(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 9th day of June, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to SunTrust Mortgage, Inc., (the Virginia Corporation "Lender") of the same date and covering the Property described in the Security Instrument and located at:

2015 EAST LA RUA STREET, PENSACOLA, FL 32501  
[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

**MULTISTATE 1- 4 FAMILY RIDER - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT**  
Form 3170 1/01

VMP-57R (0411)

Page 1 of 3

Initials: 

VMP Mortgage Solutions, Inc.  
(800)521-7291



BK: 5662 PG: 964

AP# COV0031462864  
LN# 0031462864

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until: (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument, and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

**I. CROSS-DEFAULT PROVISION.** Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

VMP-57R (0411)

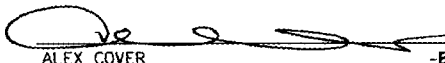
Page 2 of 3

Initials:   
Form 3170 1/01

BK: 5662 PG: 965

AP# COV0031462864  
LN# 0031462864

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.

\_\_\_\_ (Seal)  (Seal)  
-Borrower ALEX COVER -Borrower

\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

\_\_\_\_ (Seal) \_\_\_\_\_ (Seal)  
-Borrower -Borrower

VMP-57R (0411)

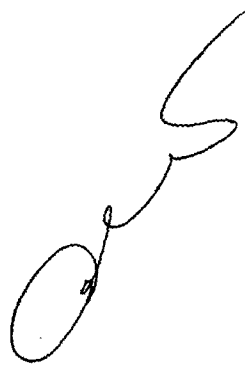
Page 3 of 3

Form 3170 1/01

## Exhibit "A"

Commencing at a found 5/8" iron rod marking to northeast corner of Block 70 of New City Tract according to the map of Pensacola, copyrighted by Thomas C. Watson in 1906, thence South 11°15'00" East along the east line of Block 70 for a distance of 148.90 feet (148.73 feet exist) to an iron pipe; thence South 21°15'00" East for a distance of 60.00 feet to a point hereinafter referred to as Point "A"; thence continue South 21°15'00" East to the approximate mean high water line of Bayou Texar for a distance of 18 feet, more or less to said approximate mean high water line for the point of beginning.

Thence North 21°15'00" West retracing line last traverse for a distance of 18 feet, more or less, to aforementioned point "A"; thence North 14°18'00" West for a distance of 63.00 feet; thence North 63°08'00" East for a distance of 32.00 feet; thence North 60°31'00" East for a distance of 96.20 feet to a point on the westerly right of way line of La Rua Landing (60'R/W), said point being on a circular curve concave to the northeast, having a radius of 80.00 feet and a delta angle of 27°08'29"; thence Southeasterly (this course and the next three courses along said right of way line) along the arc of said curve for 37.90 feet (chord bearing of South 33°25'45" East and a chord distance of 37.54 feet) to the point of tangency of said curve; thence South 47°00'06" East along said westerly right of way line for 43.51 feet to the point of curvature of a circular curve concave to the west, having a radius of 25.00 feet and a delta angle of 42°50'00"; thence Southerly along the arc of said curve for an arc distance of 18.69 feet (chord bearing of South 25°35'06" East and a chord distance of 18.26 feet) to the point of reverse curvature with a circular curve concave to the east, having a radius of 50.00 feet; thence Southerly along the arc of said curve for an arc distance of 16.87 feet (chord bearing of South 13°50'06" East and a chord distance of 16.79 feet) to the westerly line of Lot 5, La Rua Landing, according to plat recorded in Plat Book 14 at Page 69; thence South 45°10'28" West (this course and the next course along said West line) for a distance of 31.33 feet; thence South 07°24'44" West for a distance of 178 feet, more or less, to said mean high water line of Bayou Texar; thence Northerly and Westerly meandering along said mean high water line to the Point of Beginning.



Recorded in Public Records 10/06/2011 at 08:05 AM OR Book 6771 Page 1384,  
Instrument #2011069826, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$10.00

\*\*\*Send All Notices to Assignee\*\*\*

RECORDING REQUESTED BY:  
**SUNTRUST MORTGAGE, INC.**  
**RYON COLLINS**  
**1001 SEMMES AVENUE**  
**MERS ADMIN RVW 5003**  
**RICHMOND VA 23224**

AND WHEN RECORDED MAIL TO:  
**SUNTRUST MORTGAGE, INC.**  
**1001 SEMMES AVE**  
**RVW 5003**  
**RICHMOND, VA 23286-9437**

Parcel Identifier No:

# ASSIGNMENT OF MORTGAGE

Loan Number: 0031462864

MERS ID: 100010400314628643

MERS Telephone: 1-888-679-6377

For Value Received, the undersigned holder of a Mortgage, **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR SUNTRUST MORTGAGE INC., ITS SUCCESSORS AND ASSIGNS** (herein "Assignor") whose address is **1901 E VOORHEES STREET SUITE C DANVILLE, IL 61834**, does hereby grant, sell, assign, transfer, and convey, unto **SUNTRUST BANK** (herein "Assignee"), whose address is **303 PEACHTREE STREET N.E., ATLANTA, GA 30318**, a certain Mortgage dated **06/09/2005** and recorded **06/17/2005**, made and executed by **ALEX COVER, A MARRIED MAN**, to and in favor of **SUNTRUST MORTGAGE, INC.** upon the following described property. Such Mortgage having been given to secure payment of **\$1120000.00** which Mortgage is of record in Book, Volume or Liber No. **5662**, at Page **942-966**, as Document No. **2005384870**, of the Records of **Escambia County, State of FL**, together with the note(s) and obligations therein described and the money due and to become due thereon with interest, and all rights accrued or to accrue under such Mortgage.

## Legal Description:

TO HAVE AND TO HOLD the same unto Assignee, its successor and assigns, forever, subject only to the terms and conditions of the above-described Mortgage.

IN WITNESS WHEREOF, the undersigned Assignor has executed this Assignment of Mortgage on **10/04/2011**.

**MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR SUNTRUST MORTGAGE INC., ITS SUCCESSORS AND ASSIGNS**

*[Signature]*

JANINE FORD, Vice-President

STATE OF VA  
COUNTY OF Richmond (City) } s.s.

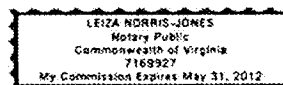
On **10/04/2011**, before me **LEIZA NORRIS-JONES**, Notary Public, personally appeared **JANINE FORD, Vice-President** personally known to me (or proved to me on the basis of satisfactory evidence), to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.

*[Signature]*

LEIZA NORRIS-JONES  
Commission # **7169927**

My Commission Expires: **05/31/2012**



Drafted By: **JANINE FORD**

Recorded in Public Records 12/27/2013 at 02:51 PM OR Book 7119 Page 504,  
Instrument #2013098013, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$10.00

THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:

Edward A. Storey, III, Esq.  
THORNE & STOREY, P.A.  
212 Pasadena Place  
Orlando, FL 32805  
(407) 488-1222

For Recording Purposes Only

### ASSIGNMENT OF MORTGAGE

FOR VALUABLE CONSIDERATION, effective November 1, 2012, the undersigned, SUNTRUST BANK, whose address is 1001 Semmes Ave, Richmond, VA 23224 ("Assignor"), by these presents does hereby, sell, assign, transfer and set over to CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE FOR STANWICH MORTGAGE LOAN TRUST, SERIES 2012-13, its successors and assigns, whose address is 1610 E. St. Andrews Place, Suite B-150, Santa Ana, CA 92705 ("Assignee"), all its right, title and interest in and to that certain Mortgage with all interest, all liens, any rights due or to become due thereon, executed by ALEX COVER, A MARRIED MAN ("Mortgagors"), to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., acting solely as a nominee for SUNTRUST MORTGAGE INC., dated June 9, 2005, and recorded in Official Records Book 5662, Page 942, of the Public Records of Escambia County, Florida, securing an original indebtedness in the original principal amount of \$1,120,000.00.

Together with any and all notes and obligations therein described or referred to, the debt respectively secured thereby and all sums of money due and to become due thereon and other instruments related to the Mortgage.

IN WITNESS WHEREOF, Assignor has caused this instrument to be executed as a sealed instrument by its Servicer and Attorney-in-Fact on this 26 day of June, 2013.

### SUNTRUST BANK

By: Carrington Mortgage Services, LLC,  
As Attorney-in-Fact

By: [Signature]  
Print Name: Elizabeth A. Ostermann  
Title: Vice President

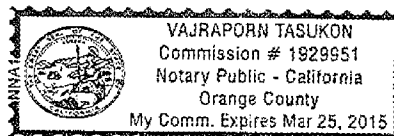
State of California  
County of Orange

On June 20th 2013 before me, Vajraporn Tasukon (insert name and title of the officer) personally appeared Elizabeth Ostermann, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)





Recorded in Public Records 05/06/2014 at 09:24 AM OR Book 7166 Page 456,  
Instrument #2014030982, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$10.00

THIS INSTRUMENT PREPARED BY  
AND SHOULD BE RETURNED TO:

Edward A. Storey, III, Esq.  
STOREY LAW GROUP, P.A.  
3191 Maguire Blvd., Suite 257  
Orlando, FL 32803  
(407) 488-1225

7-37644

For Recording Purposes Only

### ASSIGNMENT OF MORTGAGE

FOR VALUABLE CONSIDERATION, effective March 11, 2014, the undersigned, **CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE FOR STANWICH MORTGAGE LOAN TRUST, SERIES 2012-13**, whose address is 1610 E. St. Andrews Place, Suite B-150, Santa Ana, CA 92705 ("Assignor"), by these presents does hereby, sell, assign, transfer and set over to **TAURUS CAPITAL, LLC, AS TRUSTEE FOR TRUST 2014-1**, its successors and assigns, whose address is 4499 W. Vine Street, Kissimmee, FL 34746 ("Assignee"), all its right, title and interest in and to that certain Mortgage with all interest, all liens, any rights due or to become due thereon, executed by **ALEX COVER**, a married man ("Mortgagor"), to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.** solely as nominee for **SUNTRUST MORTGAGE, INC.**, dated June 9, 2005, and recorded in Official Records Book 5662, Page 942, of the Public Records of Escambia County, Florida, securing an original indebtedness in the original principal amount of \$1,120,000.00.

Together with any and all notes and obligations therein described or referred to, the debt respectively secured thereby and all sums of money due and to become due thereon and other instruments related to the Mortgage.

IN WITNESS WHEREOF, Assignor, has caused this instrument to be executed as a sealed instrument by its Attorney-in-Fact on this 18<sup>th</sup> day of March, 2014.

**CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE FOR STANWICH MORTGAGE LOAN TRUST, SERIES 2012-13**

By: **Carrington Mortgage Services, LLC,  
As Attorney-in-Fact**

By: [Signature]  
Print Name: Greg Schleppey  
Title: Greg Schleppey, Sr. Vice President

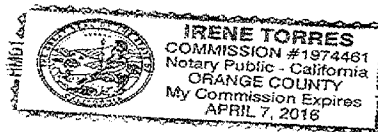
State of California  
County of Orange

On 3-18-2014, before me, Irene Torres, Notary Public (insert name and title of the officer) personally appeared Greg Schleppey, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature] (Seal)



Recorded in Public Records 8/3/2021 12:12 PM OR Book 8588 Page 1910,  
Instrument #2021085459, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$18.50

Prepared By and Return To:

Collateral Department  
Meridian Asset Services, LLC  
3201 34th Street South, Suite 310  
St. Petersburg, FL 33711  
(239) 351-2442

Space above for Recorder's use

Loan No: 3968114



14429869

### ASSIGNMENT OF MORTGAGE

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **TAURUS CAPITAL, LLC, AS TRUSTEE FOR TRUST 2014-1**, whose address is **1103 QUAIL STREET, NEWPORT BEACH CA 92660**, (ASSIGNOR), does hereby grant, assign and transfer to **U.S. BANK TRUST NATIONAL ASSOCIATION, AS TRUSTEE OF THE LB-IGLOO SERIES IV TRUST**, whose address is **7114 E. STETSON DR., SUITE 250, SCOTTSDALE, ARIZONA 85251**, (ASSIGNEE), its successors, transferees and assigns forever, all beneficial interest under that certain mortgage, together with the certain note(s) described therein with all interest, all liens, and any rights due or to become due thereon.

Date of Mortgage: **6/9/2005**

Original Loan Amount: **\$1,120,000.00**

Executed by (Borrower(s)): **ALEX COVER**

Original Lender: **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS MORTGAGEE, AS NOMINEE FOR SUNTRUST MORTGAGE, INC., ITS SUCCESSORS AND ASSIGNS**

Filed of Record: In Book/Liber/Volume **5662**, Page **942**

Document/Instrument No: **2005384870** in the Recording District of Escambia, FL, Recorded on **6/17/2005**.

Property more commonly described as: **2015 EAST LA RUA STREET, PENSACOLA, FLORIDA 32501**

IN WITNESS WHEREOF, the undersigned by its duly elected officers and pursuant to proper authority of its board of directors has duly executed, sealed, acknowledged and delivered this assignment.

Date: July 12, 2021

**TAURUS CAPITAL, LLC, AS TRUSTEE FOR TRUST 2014-1, BY FAIRWINDS MORTGAGE RESOURCES, ITS ATTORNEY IN FACT**

By: WADE STAFFORD  
Title: President - Fairwinds Mortgage Resources

Witness Name: Kevin Corbett

Witness Name: Stephanie Mott

this day

3968114 Fairwinds\_Mar21 14429869

BK: 8588 PG: 1911 Last Page

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT

State of Florida  
County of Broward

On July 12 2021, before me, Stephanie Mott Thibodeaux, a Notary Public, personally appeared Wade Stafford, President of/for **FAIRWINDS MORTGAGE RESOURCES, AS ATTORNEY IN FACT FOR TAURUS CAPITAL, LLC, AS TRUSTEE FOR TRUST 2014-1** (personally known to me) or who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct. I further certify Wade Stafford, signed, sealed, attested and delivered this document as a voluntary act in my presence.

Witness my hand and official seal

Step Mott Thibodeaux

(Notary Name):

Stephanie Mott Thibodeaux

My commission expires:

8/31/2024



STEPHANIE MOTT THIBODEAUX  
Commission # HH 076615  
Expires August 31, 2024  
Bonded Thru Budget Notary Services

3968114 Fairwinds\_Mar21 14429869

Recorded in Public Records 06/06/2006 at 04:30 PM OR Book 5922 Page 1395,  
Instrument #2006057137, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$78.00 MTG Stamps \$787.50 Int. Tax \$450.00

**WHEN RECORDED MAIL TO:**

COVER, ALEXANDER L.

Record and Return To:  
United General Title Ins  
Fiserv-600A N. JohnRodes Blvd  
Melbourne, FL 32934

This Mortgage prepared by:

Name: RONADA POLLOCK / 20060811248470-ILS, FL-Orlando-9135  
Company: SunTrust Bank  
Address: 7455 Chancellor Drive, Orlando, FL 32809



ILS



\*60908972800002348DOT\*

**MORTGAGE****FOR USE WITH SECURED REVOLVING CREDIT AGREEMENT**

**MAXIMUM LIEN.** The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$225,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

**THIS MORTGAGE** dated April 5, 2006, is made and executed between ALEXANDER L COVER, whose address is 2015 E LA RUA ST, PENSACOLA, FL 325013546 (referred to below as "Grantor") and SunTrust Bank, whose address is 7455 Chancellor Drive, Orlando, FL 32809 (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"

**MORTGAGOR HEREBY CERTIFIES THAT THE ABOVE DESCRIBED PROPERTY IS NOT HIS/HER CONSTITUTIONAL HOMESTEAD AS MADE AND PROVIDED BY THE LAWS OF THE STATE OF FLORIDA, 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 2015 E LA RUA ST, PENSACOLA, FL 325013546.

**REVOLVING LINE OF CREDIT.** This Mortgage secures the indebtedness including, without limitation, a revolving line of credit under which, upon request by Grantor, Lender, within twenty (20) years from the date of this Mortgage, may make future advances to Grantor. Such future advances, together with interest thereon, are secured by this Mortgage. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in the Credit Agreement and any intermediate balance.

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 EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT WITH THE CREDIT LIMIT OF \$225,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that 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 good 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 by any person 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

**MORTGAGE  
(Continued)**

Loan No: 60908972800002348

Page 2

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 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 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, 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.

Without otherwise limiting Grantor's covenants as provided herein, Grantor shall not without Lender's prior written consent, remove or permit the removal of sand, gravel or topsoil, or engage in borrow pit operations, or use or permit the use of the Property as a land fill or dump, or store, burn or bury or permit the storage, burning or burying of any material or product which may result in contamination of the Property or the groundwater or which may require the issuance of a permit by the Environmental Protection Agency or any state or local government agency governing the issuance of hazardous or toxic waste permits, or request or permit a change in zoning or land use classification, or cut or remove or suffer the cutting or removal of any trees or timber from the Property.

At its sole cost and expense, Grantor shall comply with and shall cause all occupants of the Property to comply with all Environmental Laws with respect to the disposal of industrial refuse or waste, and/or the discharge, processing, manufacture, generation, treatment, removal, transportation, storage and handling of Hazardous Substances, and pay immediately when due the cost of removal of any such wastes or substances from, and keep the Property free of any lien imposed pursuant to such laws, rules, regulations and orders.

Grantor shall not install or permit to be installed in or on the Property, friable asbestos or any substance containing asbestos and deemed hazardous by federal, state or local laws, rules, regulations or orders respecting such material. Grantor shall further not install or permit the installation of any machinery, equipment or fixtures containing polychlorinated biphenyls (PCBs) on or in the Property. With respect to any such material or materials currently present in or on the Property, Grantor shall promptly comply with all applicable Environmental Laws regarding the safe removal thereof, at Grantor's expense.

Grantor shall indemnify Lender and hold Lender harmless from and against all loss, cost, damage and expense (including, without limitation, attorneys' fees and costs incurred in the investigation, defense and settlement of claims) that Lender may incur as a result of or in connection with the assertion against Lender of any claim relating to the presence or removal of any Hazardous Substance, or compliance with any Environmental Law. No notice from any governmental body has ever been served upon Grantor or, to Grantor's knowledge after due inquiry, upon any prior owner of the Property, claiming a violation of or under any Environmental Law or concerning the environmental state, condition or quality of the Property, or the use thereof, or requiring or calling attention to the need for any work, repairs, construction, removal, cleanup, alterations, demolition, renovation or installation on, or in connection with, the Property in order to comply with any Environmental Law; and upon receipt of any such notice, Grantor shall take any and all steps, and shall perform any and all actions necessary or appropriate to comply with the same, at Grantor's expense. In the event Grantor fails to do so, Lender may declare this Mortgage to be in default.

**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. 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 the Existing Indebtedness referred to in this Mortgage or 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

Loan No: 60908972800002348

**MORTGAGE  
(Continued)**

Page 3

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. 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 ten (10) 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 Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, 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.

**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 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.

**Unexpired Insurance at Sale.** Any unexpired insurance shall inure to the benefit of, and pass to, the purchaser of the Property covered by this Mortgage at any trustee's sale or other sale held under the provisions of this Mortgage, or at any foreclosure sale of such Property.

**Compliance with Existing Indebtedness.** During the period in which any Existing Indebtedness described below is in effect, compliance with the insurance provisions contained in the instrument evidencing such Existing Indebtedness shall constitute compliance with the insurance provisions under this Mortgage, to the extent compliance with the terms of this Mortgage would constitute a duplication of insurance requirement. If any proceeds from the insurance become payable on loss, the provisions in this Mortgage for division of proceeds shall apply only to that portion of the proceeds not payable to the holder of the Existing Indebtedness.

**LENDER'S EXPENDITURES.** If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, (C) to make repairs to the Property or to comply with any obligation to maintain Existing Indebtedness in good standing as required below, then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Credit Agreement 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 Credit Agreement 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 Credit Agreement; or (C) be treated as a balloon payment which will be due and payable at the Credit Agreement's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**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 the Existing Indebtedness section below 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 Promises.** All promises, agreements, and statements Grantor has made 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 Grantor's Indebtedness is paid in full.

**EXISTING INDEBTEDNESS.** The following provisions concerning Existing Indebtedness are a part of this Mortgage:

**Existing Lien.** The lien of this Mortgage securing the Indebtedness may be secondary and inferior to the lien securing payment of an existing obligation. The existing obligation has a current principal balance of approximately \$1118575.00. Grantor expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

**No Modification.** Grantor shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of Lender. Grantor shall neither request nor accept any future advances under any such security agreement without the prior written consent of Lender.

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

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**Notice of Proceedings.** Grantor shall immediately notify Lender in writing should all or any part of the Property become subject to any condemnation or expropriation proceedings or other similar proceedings, including without limitation, any condemnation, confiscation, eminent domain, inverse condemnation or temporary requisition or taking of the mortgaged Property, or any part or parts of the Property. Grantor further agrees to promptly take such steps as may be necessary and proper within Lender's sole judgment and at Grantor's expense, to defend any such condemnation or expropriation proceedings and obtain the proceeds derived from such proceedings. Grantor shall not agree to any settlement or compromise or any condemnation or expropriation claim without Lender's prior written consent.

**Lender's Participation.** Lender may, at Lender's sole option, elect to participate in any such condemnation or expropriation proceedings and be represented by counsel of Lender's choice. Grantor agrees to provide Lender with such documentation as Lender may request to permit Lender to so participate and to reimburse Lender for Lender's costs associated with Lender's participation, including Lender's reasonable attorneys' fees.

**Conduct of Proceedings.** If Grantor fails to defend any such condemnation or expropriation proceedings to Lender's satisfaction, Lender may undertake the defense of such a proceeding for and on behalf of Grantor. To this end, Grantor irrevocably appoints Lender as Grantor's agent and attorney-in-fact, such agency being coupled with an interest, to bring, defend, adjudicate, settle, or otherwise compromise such condemnation or expropriation claims; it being understood, however, that, unless one or more Events of Default (other than the condemnation or expropriation of the Property) then exists under this Mortgage, Lender will not agree to any final settlement or compromise of any such condemnation or expropriation claim without Grantor's prior approval, which approval shall not be unreasonably withheld.

**Application of Net Proceeds.** Lender shall have the right to receive all proceeds derived or to be derived from the condemnation, expropriation, confiscation, eminent domain, inverse condemnation, or any permanent or temporary requisition or taking of the Property, or any part or parts of the Property ("condemnation proceeds"). In the event that Grantor should receive any such condemnation proceeds, Grantor agrees to immediately turn over and to pay such proceeds to Lender. All condemnation proceeds, which are received by, or which are payable to either Grantor or Lender, shall be applied, at Lender's sole option and discretion, and in such manner as Lender may determine (after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Grantor and/or Lender), for the purpose of: (a) replacing or restoring the condemned, expropriated, confiscated, or taken Property; or (b) reducing the then outstanding balance of the indebtedness, together with interest thereon, with such payments being applied in the manner provided in this Mortgage. Lender's receipt of such condemnation proceeds and the application of such proceeds as provided in this Mortgage shall not affect the lien of this Mortgage.

**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 Grantor which Grantor 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 Credit Agreement; and (4) a specific tax on all or any portion of the indebtedness or on payments of principal and interest made by Grantor.

**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 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 effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Credit Agreement, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage 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 Grantor pays all the indebtedness when due, terminates the credit line account, and 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.** Grantor will be in default under this Mortgage if any of the following happen: (A) Grantor commits fraud or makes a material misrepresentation at any time in connection with the Credit Agreement. This can include, for example, a false statement about Grantor's income, assets, liabilities, or any other aspects of Grantor's financial condition. (B) Grantor does not meet the repayment terms of the Credit Agreement. (C) Grantor's action or inaction adversely affects the collateral or Lender's rights in the collateral. This can include, for example, failure to maintain required insurance, waste or destructive use of the dwelling, failure to pay taxes, death of all

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persons liable on the account, transfer of title or sale of the dwelling, creation of a senior lien on the dwelling without Lender's permission, foreclosure by the holder of another lien, or the use of funds or the dwelling for prohibited purposes.

**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 Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor 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 otherwise becomes entitled to possession of the Property upon default of 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 Credit Agreement or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives 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 will 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.** All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

**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 Credit Agreement 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 person may change his or her address for notices under this Mortgage by giving written notice to the other person or persons, specifying that the purpose of the notice is to change the person'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. It will be Grantor's responsibility to tell the others of the notice from Lender.

**LOSS OF PRIORITY AS TO FUTURE ADVANCES.** If you request a modification of the Security Instrument or if a judgment lien or other lien is placed against the Property with the result in either case that our security interest in the Property loses priority as to future advances over subsequently recorded deeds of trust, or other liens, we shall have the right to suspend additional extensions of credit or reduce your credit limit as well as the right to exercise our other rights under this agreement.

**MATURITY DATE.** The maturity date of the obligations secured by this Security Instrument is 20 years from the date of this Security Instrument, as first stated above.

**ARBITRATION CLAUSE.** Upon the demand of either party hereto, any action, claim, dispute, or controversy arising from or relating to this agreement or the relationships which result from this agreement (hereinafter "Claim" or "Claims"), including Claims by either party against the employees, officers, directors, agents, successors, heirs, or assigns of the other party, including Claims regarding the applicability, interpretation, or validity of this arbitration clause and/or the underlying agreement, shall be resolved by individual (not class or class-wide) binding arbitration, except as specifically provided herein. The individual arbitration proceedings shall be governed by the rules, procedures and fees of the National Arbitration Forum or the American Arbitration Association in effect at the time the Claim is made or filed. Borrower has the right to select which of these arbitration forums to use, but if Borrower does not make a timely selection, Lender may



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make the choice. Any arbitration hearing will take place at a location reasonably convenient to Borrower. At Borrower's written request, Lender or the holder of the promissory note or this agreement will advance any arbitration filing fee or administrative and hearing fees which Borrower is required to pay to pursue a Claim subject to the arbitrator ultimately deciding who must be responsible for paying those fees. In no event will Borrower be required to reimburse Lender or the holder of the promissory note or this agreement for any filing, administrative or hearing fees in an amount greater than what the costs would have been had the Claim been resolved in a court with jurisdiction. The parties agree that the arbitrator shall have all powers provided by law and this agreement. These powers include all legal and equitable remedies, including but not limited to the power to decide money damages and issue declaratory or injunctive relief. Judgment upon an arbitration award may be entered in any court having jurisdiction. A demand for arbitration may be made before or after the beginning of any legal proceeding; however, any demand made after the initiation of a legal proceeding must be made within sixty (60) days following the service of a complaint, third-party complaint, cross-claim, or counterclaim.

The parties acknowledge and agree that this agreement to arbitrate is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended. THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT OR OPPORTUNITY TO INDIVIDUALLY, OR AS PART OF A CLASS ACTION, LITIGATE CLAIMS IN COURT REGARDING THIS AGREEMENT OR THIS ARBITRATION CLAUSE AND CHOOSE INDIVIDUAL (NOT CLASS) BINDING ARBITRATION TO RESOLVE ALL CLAIMS AND SHALL INCLUDE NO OTHER (EVEN IDENTICAL) DISPUTE WITH ANOTHER CUSTOMER OR BORROWER, EXCEPT AS SPECIFICALLY PROVIDED HEREIN.

This arbitration agreement, unless prohibited by applicable law, applies to all Claims specified above, whether now in existence or arising in the future and shall survive the voluntary payment of debt in full, any bankruptcy, or sale of the debt, EXCEPT nothing in this arbitration agreement shall be construed to prevent either party from using self-help repossession, replevin, judicial or non-judicial foreclosure or any other form of relief allowed by law to enforce a security interest. The institution and maintenance of such litigation shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration pursuant to this arbitration agreement.

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

**Amendments.** What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

**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.** 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 without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Florida.

**No Waiver by Lender.** Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

**Severability.** If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

**Non-Liability of Lender.** The relationship between Grantor and Lender created by this Mortgage is strictly a debtor and creditor relationship and not fiduciary in nature, nor is the relationship to be construed as creating any partnership or joint venture between Lender and Grantor. Grantor is exercising Grantor's own judgement with respect to Grantor's business. All information supplied to Lender is for Lender's protection only and no other party is entitled to rely on such information. There is no duty for Lender to review, inspect, supervise or inform Grantor of any matter with respect to Grantor's business. Lender and Grantor intend that Lender may reasonably rely on all information supplied by Grantor to Lender, together with all representations and warranties given by Grantor to Lender, without investigation or confirmation by Lender and that any investigation or failure to investigate will not diminish Lender's right to so rely.

**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.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage:

**Borrower.** The word "Borrower" means ALEXANDER L COVER and includes all co-signers and co-makers signing the Credit Agreement and all their successors and assigns.

**Credit Agreement.** The words "Credit Agreement" mean the credit agreement dated April 5, 2006, with credit limit of \$225,000.00 from Grantor 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 CREDIT AGREEMENT CONTAINS A VARIABLE INTEREST RATE.**

**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 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean individually, collectively, and interchangeably any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Existing Indebtedness.** The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

**Grantor.** The word "Grantor" means ALEXANDER L COVER.

**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.

BK: 5922 PG: 1401

Loan No: 60908972800002348

**MORTGAGE  
(Continued)**

Page 7

**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 Credit Agreement or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Credit Agreement 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 SunTrust Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

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

**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.

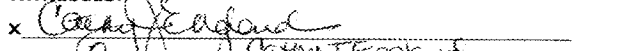
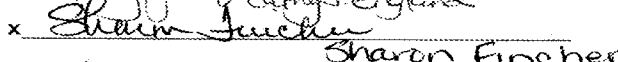
**WAIVER OF FUTURE ADVANCES UNDER PRIOR MORTGAGE.** Grantor hereby agrees that the principal indebtedness secured by any mortgages or security agreements which are senior to the lien of this Mortgage shall not exceed the amount which upon the date of the execution of this Mortgage has actually been advanced and is secured by each such prior mortgage and security agreement. As principal indebtedness of such prior mortgages or security agreements is reduced, the maximum amount that may be secured thereby shall also be reduced to the then outstanding principal balance(s). Grantor hereby waives the right to receive any additional or future advances under any such prior mortgages or security agreements. This paragraph shall constitute the notice required by Florida Statutes Section 697.04(b).

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

GRANTOR:

x   
ALEXANDER L COVER

WITNESSES:

x   
x   
Sharon Fincher

**INDIVIDUAL ACKNOWLEDGMENT**STATE OF Florida

)

COUNTY OF Escambia

) SS

)

The foregoing instrument was acknowledged before me this 5th day of April, 2006, by ALEXANDER L COVER, who is personally known to me or who has produced \_\_\_\_\_ as identification and did / did not take an oath.

  
(Signature of Person Taking Acknowledgment)

(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)



### Schedule A

COMMENCING AT A FOUND 5/8" IRON ROD MARKING TO NORTHEAST CORNER OF BLOCK 70 OF NEW CITY TRACT ACCORDING TO THE MAP OF PENSACOLA, COPYRIGHTED BY THOMAS C. WATSON IN 1906, THENCE SOUTH 11 15'00" EAST ALONG THE EAST LINE OF BLOCK 70 FOR A DISTANCE OF 148.90 FEET TO AN IRON PIPE; THENCE SOUTH 21 1'00" EAST TO THE APPROXIMATE MEAN HIGH WATER LINE OF BAYOU TEXAR FOR A DISTANCE OF 18 FEET, MORE OR LESS TO SAID APPROXIMATE MEAN HIGH WATER LINE FOR THE POINT OF BEGINNING. THENCE NORTH 21 15' 00" WEST RETRACING LINE LAST TRAVERSE FOR A DISTANCE OF 18 FEET, MORE OR LESS, TO AFOREMENTIONED POINT "A", THENCE NORTH 14 18' 00" WEST FOR A DISTANCE OF 63.00 FEET; THENCE NORTH 63 08'00" EAST FOR A DISTANCE OF 32.00 FEET; THENCE NORTH 60 31' 00" EAST FOR A DISTANCE OF 96.20 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF LA RUA LANDING (60' R/W), SAID POINT BEING ON A CIRCULAR CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 80.00 FEET AND A DELTA ANGLE OF 27 08' 29"; THENCE SOUTHEASTERLY (THIS COURSE AND THE NEXT THREE COURSES ALONG SAID RIGHT OF WAY LINE) ALONG THE ARC OF SAID CURVE FOR 37.90 FEET (CHORD BEARING OF SOUTH 33 25' 45" EAST AND A CHORD DISTANCE OF 37.54 FEET) TO THE POINT OF TANGENCY OF SAID CURVE, THENCE SOUTH 47 00'06" EAST ALONG SAID WESTERLY RIGHT OF WAY LINE FOR 43.51 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 25.00 FEET AND A DELTA ANGLE OF 42 50' 00"; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 18.69 FEET (CHORD BEARING OF SOUTH 25 35'06" EAST AND A CHORD DISTANCE OF 18.26 FEET) TO THE POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE FOR AN ARC DISTANCE OF 16.87 FEET (CHORD BEARING OF SOUTH 13 50' 06" EAST AND A CHORD DISTANCE OF 16.79 FEET) TO THE WESTERLY LINE OF LOT 5, LA RUA LANDING, ACCORDING TO PLAT RECORDED IN PLAT BOOK 14

AT PAGE 69; THENCE SOUTH 45 10' 28" WEST (THIS COURSE AND THE NEXT COURSE ALONG SAID WEST LINE) FOR A DISTANCE OF 178 FEET, MORE OR LESS, TO SAID MEAN HIGH WATER LINE OF BAYOU TEXAR; THENCE NORTHERLY AND WESTERLY MEANDERING ALONG SAID MEAN HIGH WATER LINE TO THE POINT OF BEGINNING.

Recorded in Public Records 4/30/2021 1:28 PM OR Book 8520 Page 1007,  
Instrument #2021047577, Pam Childers Clerk of the Circuit Court Escambia  
County, FL

PG0011 AUG-48

RR

20- 10421

21 CA001068

Case No. CL 20-3528-8

**CONFESSION OF JUDGMENT/  
CERTIFICATE OF CLERK**

Va. Code §§ 8.01-431, 8.01-433, 8.01-436, 8.01-437, 8.01-438, 17.1-124

In the Clerk's Office of the Circuit Court of \_\_\_\_\_, Richmond City, Virginia

**CONFESSION OF JUDGMENT**

CREDITOR(S):

Kenneth Farino

8060 W-Lake Dr.

West Palm Beach, VA 33406

DEBTOR(S):

South Palafox Group, LLC

Alexander Cover

John D. Levitan

Medical Specialties Group of  
Louisiana, LLC

I/we, the above-named debtor(s), acknowledge myself/ourselves, to be justly indebted to, and do confess judgment in favor of, the above-named creditor(s) in the sum of \$ 100,000.00 (one hundred thousand and no/100 dollars) together with interest thereon at the rate of 15.00 % from 01/01/18 until paid and cost of this proceeding (including the attorney's fees and collection fees provided for in the instrument on which the proceeding is based) hereby waiving my/our homestead exemptions as to the same, provided the instrument on which the proceeding is based carries such homestead waiver.

Given under my/our hand(s) this day.

July 27, 2020

DATE

**COSTS STATEMENT**

\$ 15.00 Writ Tax

\$ 190.00 Clerk's Fees

\$ 5.00 Docketing Fee

\$ 10.00 Tech Trust Fund Fee

\$ 48.00 Sheriff's Fee

\$ Registered/Certified Mail

\$ 10.00 Legal Aid/Indigent Defense Fee

\$ Courthouse Construction Fee

\$ 6.00 Law Lib/Courthouse  
Maintenance Fee

\$ 10.00 Court Technology Fee

5.00 (CODE 426)

SOUTH PALAFOX GROUP, LLC

(seal)

ALEXANDER COVER

(seal)

JOHN D. LEVITAN

(seal)

MEDICAL SPECIALTIES GROUP OF  
LOUISIANA, LLC

(seal)

by Kenneth V. Farino, Jr.  
ATTORNEY IN FACT

(seal)

☒ Power of Attorney in Debt Instrument

☐ Separate Power of Attorney Document

☐ Appointment of Substitute Attorney-in-fact

recorded on \_\_\_\_\_  
DATE

Instrument No. \_\_\_\_\_

Deed Book/Page No. \_\_\_\_\_

**CERTIFICATE OF CLERK**

The foregoing judgment was confessed before me in my office on the date and time shown below and entered of record, also as shown below:

7-27-2020 @ 3:28 P.M.

DATE AND TIME OF CONFESSION

Order Book No. \_\_\_\_\_ Page No. \_\_\_\_\_

Instrument No. CL 20

Attached to this Judgment of Confession are:

- ☒ Debt instrument containing a Power of Attorney  
☐ Separate Power of Attorney  
☐ Separate Debt Instrument

Edward F. Jewett, Clerk  
Sandra H. Brown, DEPUTY CLERK

SEE NOTICE TO DEBTOR ON PAGE TWO OF TWO

FORM CC-1420 (MASTER, PAGE ONE OF TWO) 11/15

BK: 8520 PG: 1008 Last Page

PG 0012 AUG -4 21  
CA 001068**NOTICE TO DEBTOR:**

§ 8.01-433. **Setting aside judgments confessed under § 8.01-432.** – Any judgment confessed under the provisions of § 8.01-432 may be set aside or reduced upon motion of the judgment debtor made within twenty-one days following notice to him that such judgment has been entered against him, and after twenty-one days notice to the judgment creditor or creditors for whom the judgment was confessed, on any ground which would have been an adequate defense or setoff in an action at law instituted upon the judgment creditor's note, bond or other evidence of debt upon which such judgment was confessed. Whenever any such judgment is set aside or modified the case shall be placed on the trial docket of the court, and the proceedings thereon shall thereafter be the same as if an action at law had been instituted upon the bond, note or other evidence of debt upon which judgment was confessed. After such case is so docketed the court shall make such order as to the pleadings, future proceedings and costs as to the court may seem just.

AUG 04 2020  
Date \_\_\_\_\_ Time 3:36pm  
Docketed in Clerk's Office,  
Circuit Court, City of Richmond.

FORM CC-1420 (MASTER, PAGE TWO OF TWO) 01/06

A Copy  
Teste: EDWARD F. JEWETT, CLERK  
BY: Sara M. Handberg

Recorded in Public Records 7/7/2022 2:11 PM OR Book 8817 Page 1306,  
Instrument #2022069068, Pam Childers Clerk of the Circuit Court Escambia  
County, FL

Filing # 151880701 E-Filed 06/21/2022 12:56:37 PM

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

PATRONI ENTERPRISES, LLC, a Florida  
Limited Liability Company, and KATHLEEN  
VAN ALSTINE,

Plaintiffs,

v.

Case No. 2018-CA-001639

GLOBAL LAB PARTNERS, LLC, a Florida Limited  
Liability Company, JAMES W. DILLARD, SR.,  
ALEXANDER COVER, CHRISTIE COVER,  
MARK L'HOMMEDIEU, and JOHN D. LEVITAN, SR.,

Defendants.

**JUDGMENT FOR APPELLATE ATTORNEY'S FEES**

THIS CAUSE, having come before the Court by Order of the First District Court of Appeal, entered September 22, 2021, awarding attorney's fees to Plaintiffs/Appellees Patroni Enterprises, LLC and Kathleen Van Alstine (the "Plaintiffs/Appellees") as the prevailing parties in the interlocutory appeal filed by Defendants/Appellants bearing Case Number 1D20-2887, and the Court having reviewed the Order, Appellee's Motion for Appellate Attorney Fees, Plaintiffs' Motion for Hearing to Determine Appellate Attorneys' Fees and Costs, and being fully advised in the premises, including the parties' stipulation to the amount of appellate attorneys' fees, it is:


ORDERED AND ADJUDGED that:

1. This Court has jurisdiction over the subject matter of this action and jurisdiction over the parties to this action.
2. Plaintiffs/Appellees are entitled to an award of reasonable attorneys' fees and costs as the prevailing parties in the interlocutory appeal referenced above.

3. Plaintiffs/Appellees are hereby granted Judgment in their favor for the amount of appellate attorneys' fees and costs as set forth below.

4. Plaintiffs/Appellees, PATRONI ENTERPRISES, LLC, 5 Sabine Dr., Pensacola Beach, Florida 32561, and KATHY VAN ALSTINE, 16 Preserve Court, Gulf Shores, Alabama 36542, recover from Defendants, GLOBAL LAB PARTNERS, LLC, 815 South Palafox Street, Third Floor, Pensacola, Florida 32502, JAMES W. DILLARD, SR., 370 James River Road, Gulf Breeze, Florida 32561, ALEXANDER COVER, 2015 E. LaRue Street, Pensacola, Florida 32502, CHRISTIE COVER, 2015 E. LaRue Street, Pensacola, Florida 32502, MARK L'HOMMEDIEU, 815 South Palafox Street, Third Floor, Pensacola, Florida 32502, and JOHN D. LEVITAN, 815 South Palafox Street, Third Floor, Pensacola, Florida 32502, the sum of TWENTY SIX THOUSAND DOLLARS AND NO CENTS (\$26,000.00), that shall bear interest at the rate of 4.25% a year, for which let execution issue.

ORDERED at Pensacola, Escambia County, Florida.

  
eSigned by CIRCUIT COURT JUDGE THOMAS H. WILLIAMS in 2018 CA 001639  
on 09/20/2022 08:53:09 LEOJSU

THOMAS H. WILLIAMS  
Circuit Court Judge

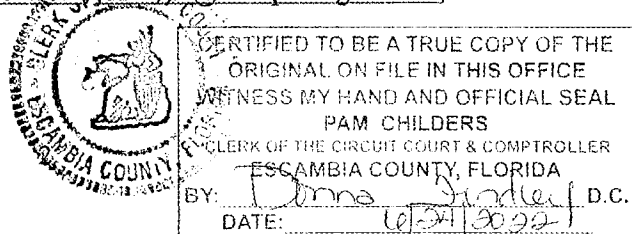
**Per Administrative Directive ECAD2021-03, "In cases wherein one party is unrepresented (pro se), it is the responsibility of the sole attorney in the case to serve within five business days this [order or judgment] upon any pro se party who does not have access to and is not a registered user of the Florida Courts e-Filing Portal." Parties will receive service from the Courts at the email designations on the service list of the Florida Courts e-Filing Portal.**

Electronic Service List

Andrew M Spencer [aspencer@clarkpartington.com](mailto:aspencer@clarkpartington.com), [jdallman@clarkpartington.com](mailto:jdallman@clarkpartington.com),  
[pmimperial@clarkpartington.com](mailto:pmimperial@clarkpartington.com)

Bart A Houston [bhouston@thehoustonsfirm.com](mailto:bhouston@thehoustonsfirm.com), [dschena@thehoustonsfirm.com](mailto:dschena@thehoustonsfirm.com)

Jeremy C Branning [jbranning@clarkpartington.com](mailto:jbranning@clarkpartington.com), [jdallman@clarkpartington.com](mailto:jdallman@clarkpartington.com),  
[pmimperial@clarkpartington.com](mailto:pmimperial@clarkpartington.com)





Recorded in Public Records 9/13/2023 2:35 PM OR Book 9040 Page 1086,  
Instrument #2023074769, Pam Childers Clerk of the Circuit Court Escambia  
County, FL

## JUDGE'S AND CLERK CERTIFICATE

PAM CHILDERS  
CLERK & COMPTROLLER  
FILED

## STATE OF MISSISSIPPI COUNTY OF JACKSON

2023 SEP -7 P 4:19

ESCAMBIA COUNTY, FL

I, R.Keith Miller, Judge of the Circuit Court of Jackson County, said State, do hereby certify that RANDY CARNEY, whose name is subscribed to the above and foregoing certificate of attestation, now is, and was at the time of signing and sealing the same, the Clerk of the Circuit Court of Jackson County, and keeper of the records and seal thereof, duly elected and qualified to office; that full faith and credit are, and of right ought to be, attached to all his official acts, as such, in all courts of record and elsewhere, and further that his said attestation is in due form of law, and by the proper office

Given under my hand, this the 30<sup>th</sup> day of May, A.D. 2023



Judge of Circuit Court of  
Jackson County, Mississippi  
Nineteenth Judicial District

## STATE OF MISSISSIPPI COUNTY OF JACKSON

I, RANDY CARNEY, Clerk of the Circuit Court of Jackson County, do hereby certify that R. KEITH MILLER, whose name is subscribed to the foregoing certificate of attestation now is, and was, at the time of signing the same Judge of said Circuit Court, and was duly elected, commissioned and qualified to office; that full faith and credit are, and of right ought to be, given to all his official acts as such, in all courts of record and elsewhere and that his attestation is in due form of law, and by the proper office,

Given under my hand the seal of said court, at Pascagoula, Mississippi in said county, this  
the    day of    20  



Circuit Clerk, Jackson County

BK: 9040 PG: 1087

## IN THE CIRCUIT COURT OF JACKSON COUNTY, MISSISSIPPI

RITCHEY, INC.

PLAINTIFF

V.

CASE NO. 21-cv-00131-RK

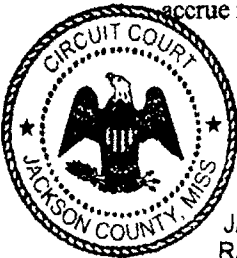
ALEXANDER COVER, III AND  
JOHN D. LEVITAN, SR.JAN 17 2023  
Randy Carney, Clerk  
BY *[Signature]* D.C.

DEFENDANTS

**FINAL ORDER AND JUDGMENT AS TO DEFENDANT, ALEXANDER COVER, III**  
**FILED UNDER SEAL**

THIS CAUSE CAME ON TO BE HEARD UPON the Plaintiff, Ritchey, Inc.'s Motion to Enforce Court Order<sup>1</sup> against Alexander Cover, III, thereby granting summary judgment to the Plaintiff, Ritchey, Inc., and awarding it all costs and damages including attorneys' fees, and after having duly considered the premises therein, the Court finds that the Motion is well taken and should be granted.

It is hereby ORDERED AND ADJUDGED, that summary judgment is granted in favor of the Plaintiff, and that Defendant, Alexander Cover, III, is liable to the Plaintiff, both severally and jointly, for all costs and damages including attorneys' fees. Accordingly, Defendant Alexander Cover, III, is liable for and owes to the Plaintiff, \$1,104,000.00, plus \$22,036.50 in attorneys' fees and costs for a total amount of \$1,126,036.50. Additionally, this judgment will accrue interest according to the Promissory Note at issue at a rate of 0.25% per annum.



This Order shall be filed under seal.

So ORDERED and ADJUDGED, this the 17<sup>th</sup> day of January 2023.

CERTIFIED A TRUE COPY  
JACKSON COUNTY, MISSISSIPPI  
RANDY CARNEY, CIRCUIT CLERK  
THIS THE 30 DAY OF May 2023  
BY *[Signature]* D.C.

*[Signature]*  
CIRCUIT COURT JUDGE

<sup>1</sup> Plaintiff, Ritchey, Inc.'s Motion to Enforce the Court Order (MEC Document #60)

: ENROLLED

: ID#

: DATE

23-01037

5-24-23

: ENROLLED

: ID#

: DATE

23-01038

5-24-23

BK: 9040 PG: 1088

Prepared by:  
JOSHUA A. LEGGETT  
ASPEN LAW GROUP, PLLC  
660 Katherine Drive Suite 404  
Flowood, Mississippi 39232  
Telephone: (601) 460-0900  
Facsimile: (601) 864-3748  
[Josh@nicholsash.com](mailto:Josh@nicholsash.com)

ERICH NICHOLS  
NINE29 ADVISORS, PLLC  
929 Washington Avenue  
Ocean Springs, Mississippi 39564  
Telephone: (228) 265-8200  
Facsimile: (601) 864-3748  
[Erich@nicholsash.com](mailto:Erich@nicholsash.com)

BK: 9040 PG: 1089 Last Page

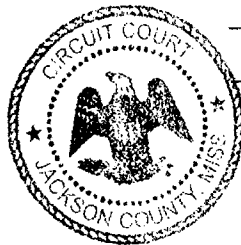
TRANSCRIPT FROM THE JUDGMENT ROLL  
CIRCUIT COURT, JACKSON COUNTY MISSISSIPPI

CAUSE #	JUDGMENT
CI-21-00,131	\$1,126,036.50
	Cost... \$161.00
Status	Cost... \$.00
ACTIVE	
DEFENDANT'S NAME	JUDGMENT REMARKS
Cover	
Alexander III	
& John D Levitan, SR	
DEFENDANT'S ADDRESS OR ATTORNEY	RENDITION DATE/COUNTY AND COURT
	01/17/2023
	Circuit Court Jackson CO MS
PLAINTIFF'S NAME	ENROLLMENT DATE
Ritchey, Inc	05/24/2023
	10:52 AM
PLAINTIFF'S ADDRESS OR ATTORNEY	REMARKS
Erich Nicols	
601-460-0900	

THE STATE OF MISSISSIPPI  
JACKSON COUNTY

I, Randy Carney, Clerk of the Circuit Court in and for said County, do hereby certify that the above is a true and perfect transcript from the Judgment Roll in the above stated case, as the same remains of record in my office, containing the names of all the parties thereto, its amount, and the date of the rendition thereof that said Judgment is in full force and effect, not satisfied, or otherwise vacated, so far as appears of record in my said office.

WITNESS my hand and the Seal of said Court, MAY 24, 2023.



*Randy Carney* Clerk.  
*Donna McDonald* D.C.

Requested By: PamAlvarez1, Printed: 1/15/2025 2:46 PM

Recorded in Public Records 8/17/2023 4:21 PM OR Book 9027 Page 346,  
Instrument #2023067086, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$35.50

Recorded in Public Records 8/2/2023 3:33 PM OR Book 9018 Page 1294,  
Instrument #2023062193, Pam Childers Clerk of the Circuit Court Escambia  
County, FL

Filing # 178209018 E-Filed 07/25/2023 04:37:46 PM

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

PORT ROYAL OWNERS ASSOCIATION,  
INC., a Florida not-for-profit corporation,

Plaintiff,

v.

CASE NO.: 2022 CC 005342

DIVISION: II

ALEXANDER L. COVER, III  
and JOHN D. LEVITAN, SR.,

Defendants.

**FINAL JUDGMENT AFTER DEFAULT**

THIS MATTER having come before the Court upon Plaintiff's Motion for Final Judgment after Default (the "Motion") and the Court, having reviewed the Motion and the Court file, having acknowledged that the Defendant failed to timely respond to Plaintiff's Complaint resulting in a Clerk's default pursuant to which Defendant has admitted all well-pleaded allegations in the Complaint, and being otherwise fully advised in these premises, finds that the Motion is due to be GRANTED.

Further, it is, therefore, ORDERED and ADJUDGED:

1. The Plaintiff's Motion for Final Judgment After Default is hereby GRANTED.
2. Proper and valid service was perfected upon the Defendants, Alexander L. Cover, III and John D. Levitan, Sr., (hereinafter collectively referred to as "Defendants"). Evidence of such service has been filed with this Court.
3. The Defendants have failed to plead or defend this action as required by the Florida Rules of Civil Procedure, and Default by the Clerk has been duly entered.
4. Plaintiff is the duly authorized condominium association and a not-for-profit Florida corporation, operating under the provisions of Florida Statutes, Chapter 718 (2022). Plaintiff is doing business in Escambia County, Florida.

Unique Code : CAA-BAA-BCADD-BDGF-AUGJE-GJHAAG-F Page 1 of 4

I HEREBY CERTIFY THAT THIS DOCUMENT IS 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 COUNTY CLERK OF THE CIRCUIT COURT. THIS DOCUMENT FOLLOWS INSTRUCTIONS AS REQUIRED BY LAW.  
VISIT <https://www.escambiaclerk.com/2024/8/29/109/> TO VALIDATE THIS DOCUMENT



Digitally signed by The Honorable Pam Childers  
Date: 2023.08.15 14:04:50 -05:00  
Escambia County Clerk of the Court and Comptroller  
Location: 190 W Government St., Pensacola, FL 32502

BK: 9027 PG: 347

BK: 9018 PG: 1295

Unique Code : CAA-BAA-BCADD-BDGFAGJE-GJHAAG-F Page 2 of 4

5. Plaintiff operates under Declaration of Condominium of Port Royal, recorded on July 13, 1984, in Official Records Book 1937 at Page 113 of the Public Records of Escambia County, Florida, and all supplements and amendments thereto, herein referred to as "Declaration".

6. The Defendants' ownership interest in the subject property herein described was foreclosed by HCB Financial Corporation in Escambia County Case number 2021 CA 2899 (the "Litigation").

7. Notwithstanding the extinguishment of Levitan's ownership interest in the Litigation, Defendants remain liable to the Association for unpaid assessments, special assessments, fees and costs of collection pursuant to the terms of the Declaration described herein.

8. At all times material hereto, the Defendants were the owners of the following parcel of real property located within Port Royal, a Condominium and subject to the terms and conditions of the Declaration:

Unit 3 of PORT ROYAL, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 1937, Page 113 through 279 of the Public Records of Escambia County, Florida, as Amended by First Amendment of Declaration of Condominium for PORT ROYAL, adding surveyor's certificate of completion recorded in Official Record Book 1969, Page 241 of the Public Records of Escambia County, Florida, including as an appurtenance thereto an undivided interest in the common elements and Lease

9. The Defendants were members of the Association.

10. The Defendants have failed to pay, and Plaintiff is owed the amounts set forth in the Affidavits filed herein.

11. Plaintiff is entitled to pre-judgment interest on the principal sum at the rate of

BK: 9027 PG: 348

BK: 9018 PG: 1296

18% per quarter, pursuant to Article XIV, Section E of the Declaration.

12. The Declaration and Chapter 718, Florida Statutes, expressly entitled Plaintiff to recover its reasonable attorneys' fees and costs incurred in this action from the Defendants. Such amounts are detailed below and in Affidavits herein.

13. Plaintiff is awarded a Final Judgment against the Defendants and that Plaintiff shall recover from the Defendants the following for the following amounts, FOR WHICH LET EXECUTION ISSUE.

Assessments	\$	19,180.92
Interest & Late Fees	\$	1,859.19
Costs	\$	868.79
Attorney's Fees	\$	<u>7,369.00</u>
<b>TOTAL</b>	<b>\$</b>	<b>29,277.90</b>

14. The judgment debtor shall complete under oath Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments, and serve it on the judgment creditor's attorneys, or the judgment creditor if the judgment creditor is not represented by an attorney, within 45 days from the date of this final judgment, unless the final judgment is satisfied or post-judgment discovery is stayed.

Jurisdiction of this case is retained to enter further orders that are proper to compel the judgment debtor to complete form 1.977, including all required attachments, and serve it on the judgment creditor's attorneys, or the judgment creditor if the judgment creditor is not represented by an attorney.

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



Signed by COUNTY COURT JUDGE KERRA SMITH  
on 07/23/2023 19:33:02 ERGK/PAT

**KERRA A. SMITH**  
COUNTY COURT JUDGE

Unique Code : CAA-BAA-BCADD-BDGF AJGJE-GJHAAG-F Page 3 of 4



**BK: 9027 PG: 349 Last Page**

**BK: 9018 PG: 1297 Last Page**

Conformed copies to:

Nicholas J. Youtz  
Robert J. Powell  
Moorhead Law Group, PLLC  
127 Palafox Place, Suite 200  
Pensacola, FL 32502  
[nyoutz@moorheadlaw.com](mailto:nyoutz@moorheadlaw.com)  
[rpowell@moorheadlaw.com](mailto:rpowell@moorheadlaw.com)  
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[acavin@moorheadlaw.com](mailto:acavin@moorheadlaw.com)

John D. Levitan, Sr.  
511 Windrose Circle  
Pensacola, FL 32507

Alexander L. Cover, III  
2015 E. La Rua Street  
Pensacola, FL 32501

Unique Code : CAA-BAA-BCADD-BDGF AJGJE-GJHAAG-F Page 4 of 4

Recorded in Public Records 9/15/2023 9:18 AM OR Book 9041 Page 1222,  
Instrument #2023075349, Pam Childers Clerk of the Circuit Court Escambia  
County, FL

Filing # 181734632 E-Filed 09/13/2023 02:31:29 PM

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

PORT ROYAL OWNERS ASSOCIATION,  
INC., a Florida not-for-profit corporation,

Plaintiff,

v.

CASE NO.: 2022 CC 005340

DIVISION: I

ALEXANDER L. COVER, III  
and JOHN D. LEVITAN, SR.,

Defendants.

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**FINAL JUDGMENT AFTER DEFAULT**

THIS MATTER having come before the Court upon Plaintiff's Motion for Final Judgment after Default (the "Motion") and the Court, having reviewed the Motion and the Court file, having acknowledged that the Defendants failed to timely respond to Plaintiff's Complaint resulting in a Clerk's default pursuant to which Defendants have admitted all well-pleaded allegations in the Complaint, and being otherwise fully advised in these premises, finds that the Motion is due to be GRANTED.

Further, it is, therefore, ORDERED and ADJUDGED:

1. The Plaintiff's Motion for Final Judgment After Default is hereby GRANTED.
2. Proper and valid service was perfected upon the Defendants, Alexander L. Cover, III and John D. Levitan, Sr., (hereinafter collectively referred to as "Defendants"). Evidence of such service has been filed with this Court.
3. The Defendants have failed to plead or defend this action as required by the Florida Rules of Civil Procedure, and Default by the Clerk has been duly entered.

4. Plaintiff is the duly authorized condominium association and a not-for-profit Florida corporation, operating under the provisions of Florida Statutes, Chapter 718 (2022). Plaintiff is doing business in Escambia County, Florida.

5. Plaintiff operates under Declaration of Condominium of Port Royal, recorded on July 13, 1984, in Official Records Book 1937 at Page 113 of the Public Records of Escambia County, Florida, and all supplements and amendments thereto, herein referred to as "Declaration".

6. The Defendants' ownership interest in the subject property herein described was foreclosed by HCB Financial Corporation in Escambia County Case number 2021 CA 2899 (the "Litigation").

7. Notwithstanding the foreclosure judgment entered against Defendants in the Litigation, Defendants remain liable to the Association for unpaid assessments, special assessments, fees and costs of collection pursuant to the terms of the Declaration described herein.

8. At all times material hereto, the Defendants were the owners of the following parcel of real property located within Port Royal, a Condominium and subject to the terms and conditions of the Declaration:

Unit 1 of PORT ROYAL, a Condominium, according to the Declaration of Condominium recorded in Official Record Book 1937, Page 113 through 279 of the Public Records of Escambia County, Florida, as Amended by First Amendment of Declaration of Condominium for PORT ROYAL, adding surveyor's certificate of completion recorded in Official Record Book 1969, Page 241 of the Public Records of Escambia County, Florida, including as an appurtenance thereto an undivided interest in the common elements and Lease Agreements hereinafter mentioned, as set forth in the Declaration of Condominium.

(hereinafter the "Property")

9. The Defendants were members of the Association.

10. The Defendants have failed to pay, and Plaintiff is owed the amounts set forth in the Affidavits filed herein.

11. Plaintiff is entitled to pre-judgment interest on the principal sum at the rate of 18% per quarter, pursuant to Article XIV, Section E of the Declaration.

12. The Declaration and Chapter 718, Florida Statutes, expressly entitled Plaintiff to recover its reasonable attorneys' fees and costs incurred in this action from the Defendants. Such amounts are detailed below and in Affidavits herein.

13. Plaintiff is awarded a Final Judgment against the Defendants and that Plaintiff shall recover from the Defendants the following for the following amounts, FOR WHICH LET EXECUTION ISSUE.

Assessments	\$	20,622.48
Interest (1/1/21 - 7/1/22 = \$1,674.54) + (7/1/22 - 9/13/23 @ \$10.17/day)	\$	6,139.17
Late fees	\$	300.00
Costs	\$	868.79
Attorney's Fees	\$	<u>7,868.75</u>
<b>TOTAL</b>	<b>\$</b>	<b>35,799.19</b>

14. The judgment debtor shall complete under oath Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required attachments, and serve it on the judgment creditor's attorneys, or the judgment creditor if the judgment creditor is not represented by an attorney, within 45 days from the date of this final

BK: 9041 PG: 1225 Last Page

judgment, unless the final judgment is satisfied, or post-judgment discovery is stayed.

Jurisdiction of this case is retained to enter further orders that are proper to compel the judgment debtor to complete form 1.977, including all required attachments, and serve it on the judgment creditor's attorneys, or the judgment creditor if the judgment creditor is not represented by an attorney.

ORDERED on the date affixed in the signature below, in Pensacola, Escambia County, Florida.



eSigned by COUNTY COURT JUDGE CHARLES YOUNG  
on 09/13/2023 11:52:45 t-ir-tEp

Conformed copies to:

Nicholas J. Youtz  
Moorhead Law Group, PLLC  
127 Palafox Place, Suite 200  
Pensacola, FL 32502  
[nyoutz@moorheadlaw.com](mailto:nyoutz@moorheadlaw.com)  
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John D. Levitan, Sr.  
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Alexander L. Cover, III  
2015 E. La Rua Street  
Pensacola, FL 32501

Recorded in Public Records 7/17/2023 2:29 PM OR Book 9009 Page 1488,  
Instrument #2023057074, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$10.00

3008		Department of the Treasury - Internal Revenue Service			
<b>Form 668 (Y)(c)</b> (Rev. February 2004)		<b>Notice of Federal Tax Lien</b>			
Area: SMALL BUSINESS/SELF EMPLOYED AREA #3 Lien Unit Phone: (800) 913-6050		Serial Number 475372323		For Optional Use by Recording Office	
<p><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></p>					
Name of Taxpayer ALEXANDER L III COVER					
Residence 2015 E LA RUA ST PENSACOLA, FL 32501-3546					
<p><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).</p>					
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	12/31/2016	XXX-XX-██████	10/18/2021	11/17/2031	1235355.93
Place of Filing CLERK OF CIRCUIT COURT ESCAMBIA COUNTY PENSACOLA, FL 32595					Total \$ 1235355.93

This notice was prepared and signed at BALTIMORE, MD, on this,  
the 03rd day of July, 2023.

Signature <i>Elvin Dean Coney</i> for L HENDERSON	Title REVENUE OFFICER (850) 475-7328	23-09-2407
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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