

# **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

0725-53

Part 1: Tax Deed	Application Infor	mation	- 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				
Applicant Name Applicant Address					Application date		Apr 22, 2024
Property description	ty SQUAIRE RHONDA L				Certificate #  Date certificate issued		2022 / 7456
							06/01/2022
Part 2: Certificat	es Owned by App	licant and	d Filed wi	ith Tax Deed	Applica	tion	
Column 1 Certificate Number	Columi er Date of Certifi			olumn 3 unt of Certificate	,	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2022/7456	06/01/2	022		1,980.24	1,980.24 99.01		2,079.25
						→Part 2: Total*	2,079.25
Part 3: Other Cer	rtificates Redeem	ed by App	olicant (O	ther than Co	unty)		
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Face A	mn 3 mount of ertificate	Column 4 Tax Collector's i	-ee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2023/7625	06/01/2023		2,175.92	75.92 6.25 134		134.64	2,316.81
					•	Part 3: Total*	2,316.81
Part 4: Tax Colle	ector Certified Am	ounts (Li	nes 1-7)				
Cost of all cert	ificates in applicant's	possession	n and other			y applicant arts 2 + 3 above)	4,396.06
2. Delinquent tax	es paid by the applica	ant					0.00
3. Current taxes	paid by the applicant						2,174.53
4. Property inform	nation report fee						200.00
5. Tax deed appli	cation 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)				6,945.59			
•	formation is true and that the property inf				informat	tion report fee, an	d tax collector's fees
Sign here: Signs	ature, Tax Collector or Desi	gnee			Date	Escambia, Florid April 25th, 2	

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

Par	t 5: Clerk of Court Certified Amounts (Lines 8-14)
8.	Processing tax deed fee
9.	Certified or registered mail charge
10.	Clerk of Court advertising, notice for newspaper, and electronic auction fees
11.	Recording fee for certificate of notice
12.	Sheriff's fees
13.	Interest (see Clerk of Court Instructions, page 2)
14.	Total Paid (Lines 8-13)
15.	Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)
Sign I	nere: Date of sale 07/02/2025  Signature, Clerk of Court or Designee

#### **INSTRUCTIONS**

### Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

# Clerk of Court (complete Part 5)

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

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

# **APPLICATION FOR TAX DEED**

512 R. 12/16

Section 197.502, Florida Statutes

Application Number: 2400690

To: Tax Collector of E	SCAMBIA COUNTY	_, Florida	
<b>I</b> ,			
TLGFY, LLC CAPITAL ONE, N.A., AS CO PO BOX 669139 DALLAS, TX 75266-9139,		·	Collector and make tax deed application thereon
Account Number	Certificate No.	Date	Legal Description
15-2479-000	2022/7456	06-01-2022	LT 6 AND N 19 FT OF LT 7 BLK 19 MAXENT TRACT OR 7796 P 1053 CA 104
<ul> <li>pay all delinquen</li> </ul>	anding tax certificates plus it and omitted taxes, plus in ctor's fees, property informa	nterest covering th	
Attached is the tax sale ce which are in my possession		cation is based and	d all other certificates of the same legal description
Electronic signature on fi TLGFY, LLC CAPITAL ONE, N.A., AS TLGFY, LLC PO BOX 669139 DALLAS, TX 75266-91	COLLATERAL ASSIGNE	E OF	<u>04-22-2024</u> Application Date

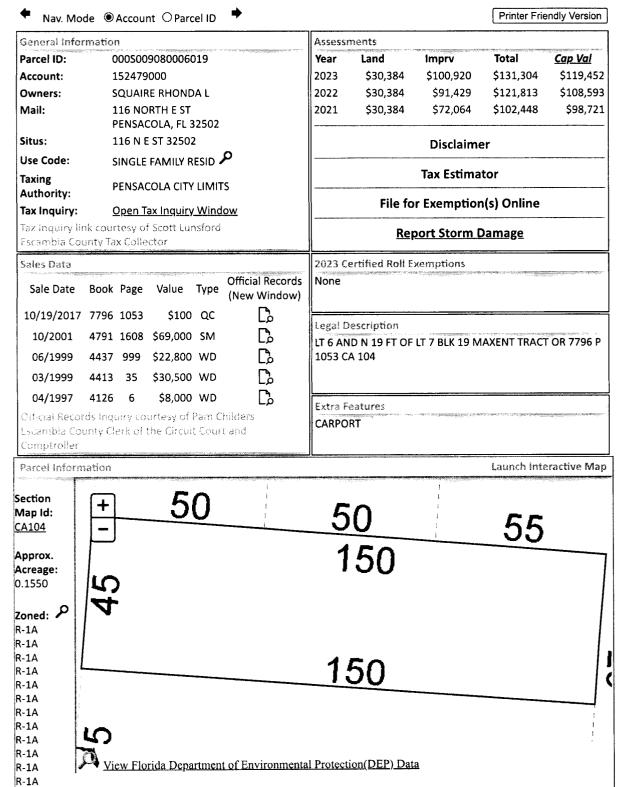
Applicant's signature

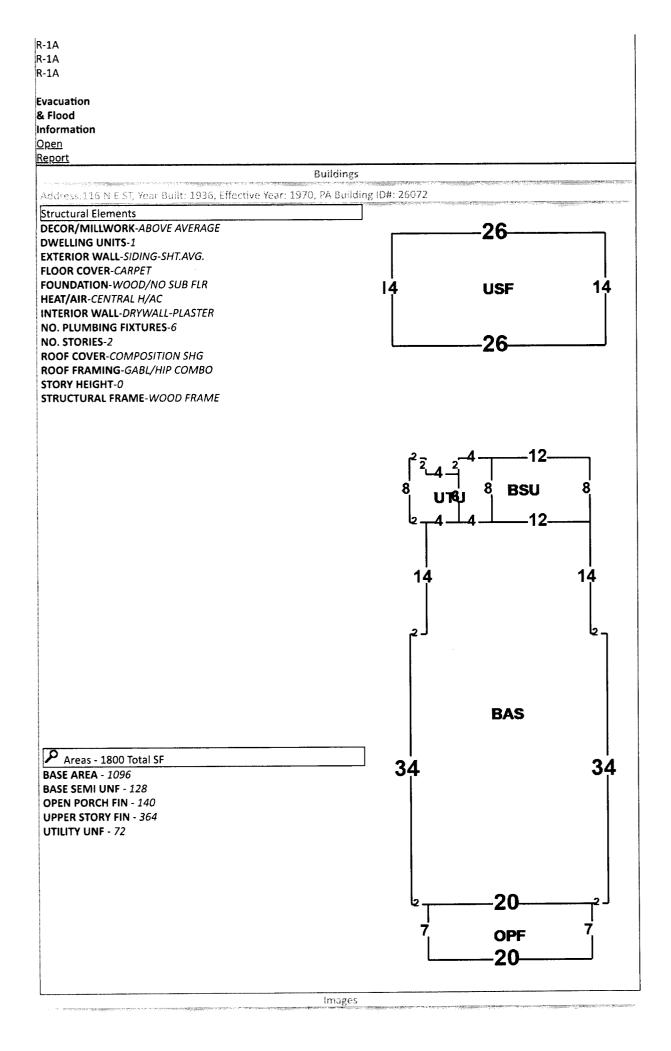
**Real Estate Search** 

**Tangible Property Search** 

Sale List

<u>Back</u>







2/29/2024 12:00:00 AM

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

Last Updated:05/06/2024 (tc.3983)



# PROPERTY INFORMATION REPORT

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

SCOTT LUNSFORD, E	ESCAMBIA COUNTY TA	X COLLECTOR		
TAX ACCOUNT #:	15-2479-000	_ CERTIFICATE #: _	2022-7	456
REPORT IS LIMITED	TITLE INSURANCE. TH TO THE PERSON(S) EXP ORT AS THE RECIPIENT(	RESSLY IDENTIFIED E	BY NAME IN TH	E PROPERTY
listing of the owner(s) of tax information and a list encumbrances recorded title to said land as listed	pared in accordance with the frecord of the land describe sting and copies of all open in the Official Record Bood on page 2 herein. It is the facopy of any document li	ed herein together with cu or unsatisfied leases, mor ks of Escambia County, F e responsibility of the party	rrent and delinquitgages, judgments lorida that appear y named above to	ent ad valorem s and to encumber the verify receipt of
and mineral or any subs	to: Current year taxes; tax urface rights of any kind or s, boundary line disputes, a f the premises.	nature; easements, restric	tions and covenar	nts of record;
•	sure or guarantee the validit nce policy, an opinion of ti		-	
Use of the term "Report	" herein refers to the Prope	rty Information Report an	d the documents a	attached hereto.
Period Searched: M	arch 17, 2005 to and inclu	ding March 17, 2025	Abstractor:	Andrew Hunt

Michael A. Campbell,

Malphel

THE ATTACHED REPORT IS ISSUED TO:

As President

BY

Dated: March 20, 2025

## PROPERTY INFORMATION REPORT

**CONTINUATION PAGE** 

March 20, 2025

Tax Account #: 15-2479-000

- 1. The Grantee(s) of the last deed(s) of record is/are: RHONDA L SQUAIRE
  - By Virtue of Quit Claim Deed recorded 10/19/2017 in OR 7796/1053
- 2. The land covered by this Report is: See Attached Exhibit "A"
- **3.** The following unsatisfied mortgages, liens, and judgments affecting the land covered by this Report appear of record:
  - a. Mortgage in favor of First Franklin Financial Corporation recorded 10/26/2001 OR 4791/1610
  - b. Mortgage in favor of MGIC Credit Assurance Corporation recorded 10/26/2001 OR 4791/1627 and amendment recorded 4822/418 and assignment recorded 4/27/2015 OR 7334/1401
  - c. Lien in favor of Emerald Coast Utilities Authority vrecorded 2/14/2012 OR 6819/993
  - d. Lien in favor of the City of Pensacola recorded 3/28/2017 OR 7686/1369
  - e. Lien in favor of the City of Pensacola recorded 4/1/2022 OR 8754/616
  - f. Lien in favor of the City of Pensacola recorded 1/31/2024 OR 9097/1539
  - g. Judment in favor of LVNV Funding, LLC recorded 10/30/2012 OR 6927/1349
- 4. Taxes:

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

Tax Account #: 15-2479-000 Assessed Value: \$131,397.00

**Exemptions: NONE** 

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

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

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

# PERDIDO TITLE & ABSTRACT, INC.

## PROPERTY INFORMATION REPORT

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

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

CERTIFICATION: TITLE SEARCH FOR TDA TAX DEED SALE DATE: **JUL 2, 2025** TAX ACCOUNT #: 15-2479-000 **CERTIFICATE #:** 2022-7456 In compliance with Section 197.522, Florida Statutes, the following is a list of names and addresses of those persons, firms, and/or agencies having legal interest in or claim against the above-described property. The above-referenced tax sale certificate is being submitted as proper notification of tax deed sale. YES NO Notify City of Pensacola, P.O. Box 12910, 32521 Notify Escambia County, 190 Governmental Center, 32502 Homestead for 2024 tax year. RHONDA L SQUAIRE MGIC CREDIT ASSURANCE CORPORATION 116 N E ST **270 E KILBORN AVE** PENSACOLA, FL 32502 MILWAUKEE, WI 53202 FIRST FRANKLIN FINANCIAL CORP EMERALD COAST UTILITIES AUTHORITY 2150 N FIRST ST 9255 STURDEVANT ST SAN JOSE, CA 95131 **PENSACOLA, FL 32514-0311** 

LVNV FUNDING LLC 15 SOUTH MAIN ST GREENVILLE, SC 29601

Malphel

Certified and delivered to Escambia County Tax Collector, this 20th day of March 2025.

PERDIDO TITLE & ABSTRACT, INC.

BY: Michael A. Campbell, As Its President

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

# PROPERTY INFORMATION REPORT

March 20, 2025 Tax Account #:15-2479-000

# LEGAL DESCRIPTION EXHIBIT "A"

LT 6 AND N 19 FT OF LT 7 BLK 19 MAXENT TRACT OR 7796 P 1053 CA 104

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 15-2479-000(0725-53)

Prepared By:

Recorded in Public Records 10/19/2017 12:11 PM OR Book 7796 Page 1053, Instrument #2017082164, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$0.70

> Rhonda Squaire 3806 N. 9TH Ave Persocolog FL 32503 **QUIT CLAIM DEED** Property Appraiser's Parcel Identification No. 00 5009080006019 This Quit Claim Deed, Executed this 19<sup>TH</sup> day of 0ctober, 2017, By (first party) PAtsy A. John son To (second party) Rhonda L. Squaire Whose post office address is 116 North F St., Pensacola, FL 32505 (wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.) Witnesseth, That the said first party, for and in consideration of the sum of \$\_\_\_\_\_\_, in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel land, situate, lying and being in the County of ESCAmbic, State of Florida\_\_\_\_ To Wit: LTG AND N 19FT OF LT 7 BLK 19 MAXENT TRACT OR 4791 P 1608 CA 104

> To have and to hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever for the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

> In Witness Whereof, the said first party has signed and sealed these presents the day and year first above written.

BK: 7796 PG: 1054 Last Page

Signed, sealed, and delivered in the presence	e of:
Language Mornes	File. On his abo
Witness Signature as to First Party	Signature of First/Party.
Adrianne Morris	PATSV Johns on
Printed Name	Printed Name
Brank Golman	831 Hmoges Way
Witness Signature as to First Party	Post Office Address
Brandon Johnson	
Printed Name	
Witness Signature as to Co-First Party (if any)	Signature of Co-First Party (if any)
Printed Name	Printed Name
Witness Signature as to Co-First Party (if any)	Post Office Address
Printed Name	
STATE OF FLORIDA-COUNTY OF ESCA	AMBIA
The foregoing instrument was acknowledged	d before me this 19th day of
	sy Ann Johnson
who is personally known to me or has produ	
identification and who did/did not take an or	ath.
	1/- 1. 7
KIRSTEN DOBAN	Kinster Doan
Notary Public - State of Florida Commission # GG 060625	Signature of Notary/Deputy Clerk
My Comm. Expires Sep 15, 2019	Girsten Doran
Bonded through National Notary Assn.	Printed Name

/CHELSEA TITLE
4300 BAYOU BLVD., SUITE 17E
PENSACOLA, FLORIDA 32503
CTA# 01-2032-RH
Return To:



First Franklin Financial Corporation 2150 North First Street San Jose, CA 95131 Loan number: 0008392938/5,817

This document was prepared by: DAVE FUHR

OR BK 4791 PG1610
Escambia County, Florida
INSTRUMENT 2001-896444
WIG DOC STANDS PO @ ESC CD 193.20
10/26/01 ERNIE LEE MENHA, DEPK
BY:
INTANGIBLE TAX PD @ ESC CD 1110.40
10/26/01 ENNIE LEE MONHA, DEPK
By:

WHEN TAX DEPK
BY

-[Space Above This Line For Recording Data] ----

# **MORTGAGE**

## **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 October 12, 2001 together with all Riders to this document.

(B) "Borrower" is

PATSY JOHNSON

, and JIMMY JOHNSON, wife and husband

Borrower is the mortgagor under this Security Instrument.
(C) "Lender" is
FIRST FRANKLIN FINANCIAL CORPORATION
Lender is a Corporation
organized and existing under the laws of Delaware

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

Form 3010 1/01

-6(FL) (0005)

Page 1 of 16

VMP MORTGAGE FORMS -



Document # L074FL

### OR BK 4791 PG1611 Escambia County, Florida INSTRUMENT 2001-896444

San Jose, CA 95131
Lender is the mortgagee under this Security Instrument.
(D) "Note" means the promissory note signed by Borrower and dated October 12, 2001 .
The Note states that Borrower owes Lender
FIFTY FIVE THOUSAND TWO HUNDRED & 00/100 Dollars
(U.S. \$ 55,200.00 ) plus interest. Borrower has promised to pay this debt in regular Periodic
Payments and to pay the debt in full not later than November First, 2031
(E) "Property" means the property that is described below under the heading "Transfer of Rights in the
Property."
(F) "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.
(G) "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]:
<u> </u>
Adjustable Rate Rider Condominium Rider Second Home Rider
Balloon Rider Planned Unit Development Rider 1-4 Family Rider
VA Rider Biweekly Payment Rider X Other(s) [specify]
Prepayment Rider
(H) "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.
(I) "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.
(J) "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
machine transactions, transfers intraced by telephone; who transactions, transactions
transfers.
transfers.  (K) "Escrow Items" means those items that are described in Section 3.
transfers.  (K) "Escrow Items" means those items that are described in Section 3.  (L) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid
transfers.  (K) "Escrow Items" means those items that are described in Section 3.

Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the

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

(N) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the

Lender's address is 2150 North First St.,

value and/or condition of the Property.

-6(FL) (0005)

Document # L075FL

Note, plus (ii) any amounts under Section 3 of this Security Instrument.

OR BK 4791 PG1612 Escambia County, Florida INSTRUMENT 2001-896444

(O) "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.

**(P)** "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 Lender, the following described property located in the County [Type of Recording Jurisdiction]:

[Name of Recording Jurisdiction]:

Prepayment Rider attached hereto and made a part hereof LOT 6 AND THE NORTH 19 FEET OF LOT 17, BLOCK 19, MAXENT TRACT, CITY OF PENSACOLA, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

Parcel ID Number: 00/0S-00-9080-006-019
116 NORTH E STREET

which currently has the address of

[Street]

PENSACOLA

[City], Florida

32501

[Zip Code]

("Property Address"):

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."

-6(FL) (0005)

Page 3 of 16

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Form 3010 1/01

Document # L076FL

OR BK 4791 PG1613 Escambia County, Florida INSTRUMENT 2001-896444

BORROWER COVENANTS that Borrower is lawfully seised 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

-6(FL) (0005)

Page 4 of 16 J J Initials:

Form 3010 1/01

Document # L077FL

OR BK 4791 PG1614 Escambia County, Florida INSTRUMENT 2001-896444

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

-6(FL) (0005)

Page 5 of 16

Form 3010 1/01

Document # L078FL

OR BK 4791 PG1615 Escambia County, Florida INSTRUMENT 2001-896444

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.



Page 6 of 16 Minitals:

Form 3010 1/01

Document # L079FL

OR BK 4791 PG1616 Escambia County, Florida INSTRUMENT 2001-896444

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.

-6(FL) (0005)

Page 7 of 16

Form 3010 1/01

Document # L080FL

OR BK 4791 PG1617 Escambia County, Florida INSTRUMENT 2001-896444

- 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.

-6(FL) (0005)

Page 8 of 16

Form 3010 1/01

Document # L081FL

OR BK 4791 PG1618 Escambia County, Florida INSTRUMENT 2001-896444

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.

-6(FL) (0005)

Page 9 of 16

Form 3010 1/01

Document # L082FL

OR BK 4791 PG1619 Escambia County, Florida INSTRUMENT 2001-896444

(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

-6(FL) (0005)

Page 10 of 16

7

Form 3010 1/01

Document # L083FL

OR BK 4791 P61620 Escambia County, Florida INSTRUMENT 2001-896444

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

-6(FL) (0005)

Page 11 of 16

Form 3010 1/01

Document # L084FL

OR BK 4791 PG1621 Escambia County, Florida INSTRUMENT 2001-896444

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





Form 3010 1/01

Document # L085FL

OR BK 4791 PG1622 Escambia County, Florida INSTRUMENT 2001-896444

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.

-6(FL) (0005)

Page 13 of 16

Form 3010 1/01

Document # L086FL

OR BK 4791 PG1623 Escambia County, Florida ENGTRUMENT 2001-896444

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.

-6(FL) (0005)

Page 14 of 16

Initials:

Form 3010 1/01

Document # L087FL

#### R BK 4791 PG1624 Scambia County, Florida INSTRUMENT 2001-896444

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:

(Seal) (Address) (Seal) -Borrower (Address) (Seal) (Seal) -Borrower -Borrower (Address) (Address) (Seal) (Seal) -Borrower -Borrower (Address) (Address) (Seal) (Seal) -Borrower -Borrower (Address) (Address)

Page 15 of 16

-6(FL) (0005)

Form 3010 1/01

Document # L088FL

OR BK 4791 PG1625 Escambia County, Florida INSTRUMENT 2001-896444

STATE OF FLORIDA,

**ESCAMBIA** 

County ss:

The foregoing instrument was acknowledged before me this PATSY JOHNSON, JIMMY JOHNSON WIFE AND HUSBAND

10/12/01

by

who is personally known to me or who has produced

DRIVERS LICENSE

as identification.

Sware Chal

Notary Public

BUSAN E. COFFIELD Notary Public-State of FL Comm. Exp: May 26, 2003 Comm. No: CC-840663

-6(FL) (0005)

Page 16 of 16 9 1 Initials:

Form 3010 1/01

Document # L089FL

OR BK 4791 PG1626 Escambia County, Florida INSTRUMENT 2001-896444

# PREPAYMENT RIDER

This Prepayment Rider is made this 12th day of October , 2001, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or the Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to

FIRST FRANKLIN FINANCIAL CORPORATION, a Delaware Corporation

("the Lender") of the same date and covering the property described in the Security Instrument and located at: 116 NORTH E STREET, PENSACOLA, Florida 32501

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

Except as provided below, Borrower may make a full prepayment or a partial prepayment of principal at any time without paying any charge. However, if within the first 5 year(s) after the date Borrower executes the Note, Borrower makes a full prepayment (including prepayments occurring as a result of the acceleration of the maturity of the Note), Borrower must, as a condition precedent to a full prepayment, pay a prepayment charge on the prepayment of that amount of principal which exceeds 20% of the principal amount stated in the Note (the "Excess Principal"). The prepayment charge will equal the interest that would accrue during a six-month period on the Excess Principal calculated at the rate of interest in effect under the terms of the Note at the time of the full prepayment.

### NOTICE TO BORROWER

Do not sign this loan agreement before you read it. This loan agreement provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayment in the loan agreement.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Prepayment Rider.

PATSY JOHNSON (Seal)

(Seal)

(Seal)

(Seal)

Fixed Rate and Balloon Prepayment Rider - First Lien- AZ, AR, CA, CO, CT, DE, FL, HI, ID, IN, IA, KY, LA, MT, NE, NV, NH, NY, ND, OK, OR, PA, SC, SD, TN, TX, UT, WA, WY

RCD Oct 26, 2001 02:15 pm Escambia County, Florida

Ernie Lee Magaha Clerk of the Circuit Court INSTRUMENT 2001-896444

Document # L0029

Chelsea Title 4300 Bayou Blvd., Suite 17E Pensacola, FL 32503 CTA# 01-2032-RH



PG1 6 OR BK 4791 Escambia Cou INSTRUMENT NTG DOC STRNPS PD @ ESC CO 10/26/01 ERNIE LEE NORCH By: ( INTANGIBLE TAY OD @ ESC CO

When recorded mail to-First Franklin Financial Corporation 2150 North First Street San Jose, CA 95131 Loan number: 0008392946/5,521

This instrument was prepared by: DAVE FUHR

# **MORTGAGE**

THIS MORTGAGE is made this 12th day of October PATSY JOHNSON , and JIMMY JOHNSON , wife and husband

2001, between the Mortgagor,

116 NORTH E STREET, PENSACOLA Florida 32501

, whose address is (herein "Borrower"), and the Mortgagee,

FIRST FRANKLIN FINANCIAL CORPORATION existing under the laws of Delaware 2150 North First Street, San Jose CA 95131 , a corporation organized and , whose address is

which

(herein "Lender"). WHEREAS, Borrower is indebted to Lender in the principal sum of U.S. \$ 13,800.00 indebtedness is evidenced by Borrower's note dated 10/12/2001 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of the indebtedness, if not

sooner paid, due and payable on November 1st, 2016 TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of Escambia

Balloon Rider attached hereto and made a part hereof

Prepayment Rider attached hereto and made a part hereof LOT 6 AND THE NORTH 19 FEET OF LOT 7, BLOCK 19, MAXENT TRACT, CITY OF PENSACOLA, FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

Assessors Parcel Number: 00-05-00-9080-006-019

which has the address of

Florida

State of Florida:

116 NORTH E STREET [Street] PENSACOLA [City]

(herein "Property Address"); 32501

[ZIP Code] TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as

FLORIDA - SECOND MORTGAGE - 1/80 - FNMA/FHLMC UNIFORM INSTRUMENT

76(FL) (9507).02

Page 1 of 4 VMP MORTGAGE FORMS - (800)521-7291 Form 3810



Document # L074FL02

# OR BK 4791 PG1628 Escambia County, Florida INSTRUMENT 2001-896445

Borrower covenants that Borrower is lawfully seised 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of

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

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to 2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured

If Borrower pays Funds to Lender, the Funds shall be neid in an institution the deposits of accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.
- 4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
- 5. Hazard 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 such other hazards as Lender may require and in

such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

- 6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.
- 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

76(FL) (9507).02

Page 2 of 4

https://dory.escambiaclerk.com/LandmarkWeb1.4.6.134/search/index?theme=.blue&section=searchCriteriaName&quickSearchSelection=#

Form 3810

# OR BK 479 1 PG1629 Escambia County, Florida INSTRUMENT 2001-896445

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

- 8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.
- 10. 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 Mortgage granted by Lender to any successor in interest of Borrower shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, contained shall bind, and the rights hereunder shall inflie to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.
- 12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.
- 13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.
- 14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.
- 15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the
- 16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Mortgage.

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 delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

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

17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may

76(FL) (9507).02

Form 3810

# OR BK 4791 PG1630 Escambia County, Florida INSTRUMENT 2001-896445

declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred. occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Attorneys' Fees. As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, which may be awarded by an appellate court.

#### REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

## NOTICE TO BORROWER

e you sign.	s should be completed before	s. All spaces sho	e if it contains blank spa	Do not sign this Mortgage i	D
(Seal) -Borrower	mie Johnon	JOHNS JOHNS		My allowered in the present th	Stringle
(Seal)			0		
-Borrower					
(Seal)					
-Borrower					
(Sign Original Only)					
	County ss:	c	CAMBIA	TE OF FLORIDA, ESCA	STATE OF F
by	BER 12, 2001	OCTOBER	knowledged before me t	The foregoing instrument was acknowledged	The fore
lentification.	SENSE as ide	USBAND LIVERS LIGEN		TSY JOHNSON AND JIMMY JOH is personally known to me or who h	
Hunn	ndual lalla	Thena			
Form 3810 FL02	· }	NALL-HAWKINS SION # CC 963149 ES: Aug 25, 2004 (Service & Bonding, Inc.	MY COM	- <b>76(FL)</b> (9507).02	76(FL) (9E

OR BK 4791 PG1631 Escambia County, Florida ESTANGTRUMENT 2001-896445

### PREPAYMENT RIDER

This Prepayment Rider is made this 12th day of October , 2001 , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or the Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note (the "Note") to

FIRST FRANKLIN FINANCIAL CORPORATION, a Delaware Corporation

("the Lender") of the same date and covering the property described in the Security Instrument and located at: 116 NORTH E STREET, PENSACOLA, Florida 32501

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

Except as provided below, Borrower may make a full prepayment or a partial prepayment of principal at any time without paying any charge. However, if within the first 2 year(s) after the date Borrower executes the Note, Borrower makes a full prepayment (including prepayments occurring as a result of the acceleration of the maturity of the Note), Borrower must, as a condition precedent to a full prepayment, pay a prepayment charge on the prepayment of that amount of principal which exceeds 20% of the principal amount stated in the Note (the "Excess Principal"). The prepayment charge will equal the interest that would accrue during a six-month period on the Excess Principal calculated at the rate of interest in effect under the terms of the Note at the time of the full prepayment.

## NOTICE TO BORROWER

Do not sign this loan agreement before you read it. This loan agreement provides for the payment of a penalty if you wish to repay the loan prior to the date provided for repayment in the loan agreement.

By signing below, Borrower accepts and agrees to the terms and covenants contained in this Prepayment Rider.

(Seal) Seal) (Seal) (Seal) (Seal)

Fixed Rate and Balloon Prepayment Rider - Second Lien- AZ, AR, CA, CO, DE, FL, HI, KY, MT, NE, NV, NH, NY, ND, OK, OR, PA, SD, TN, WA, WI

Document # L0023

OR BK 4791 P61632 Escambia County, Florida INSTRUMENT 2001-896445

# **Balloon Rider**

THIS BALLOON RIDER is made this 12th day of October	, <u>2001</u>	and	is				
incorporated into and shall be deemed to amend and supplement the Trust or Security Deed (the "Security Instrument") of the same	Mortgage	Deed	of				
	date give	n by	the				
undersigned ("Borrower") to secure Borrower's Note FIRST FRANKLIN FINANCIAL CORPORATION	(the "No	ote")	to				
	_ (the "Lo	:nder")	of				
the same date and covering the property described in the Security Instrument and located at 116 NORTH E STREET, PENSACOLA, Florida 32501 [Property Address]							

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." Borrower understands the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

THIS LOAN IS PAYABLE IN FULL AT MATURITY. BORROWER MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. THE LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. BORROWER WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT BORROWER MAY OWN, OR BORROWER WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER BORROWER HAS THIS LOAN WITH, WILLING TO LEND BORROWER THE MONEY. IF BORROWER REFINANCES THIS LOAN AT MATURITY, BORROWER MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF BORROWER OBTAINS REFINANCING FROM THE SAME LENDER.

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

Date

Date

Date

Date

Document # L156

IMS #41(2/12/96)
HP116

RCD Oct 26, 2001 02:15 pm Escambia County, Florida

Ernie Lee Magaha Clerk of the Circuit Court INSTRUMENT 2001-896445 OI-2032-RH
PREPARED BY AND RETURN TO:

Choises Tule 4300 Bayou Blvd. Ste 17-E

Pensacola, FL 32503 Pensacola, FL 32503 PECORDING REQUESTED BY:

and

Return to:

FIRST FRANKLIN FINANCIAL 2150 NORTH FIRST ST. SAN JOSE, CA 95131

Loan Number: 8392938 Date: November 19, 2001

OR BK 4822 PGO418

# **REFORMATION / AMENDMENT TO MORTGAGE**

THIS AGREEMENT is made effective the 19th day of November 2001, between First Franklin Financial Corporation ("Lender") and Patsy & Jimmy Johnson ("Borrowers").

## **RECITAL**

Borrower made and delivered to Lender a Promissory Note (the "Note") in the principal amount of \$55,200.00, dated October 12, 2001 evidencing a loan in that sum made by Lender to Borrower(s). The Note is secured by a Mortgage recorded in the office of the County Recorder of Escambia on 10/36/01, as document # 3001 – 896445, against the real property commonly known as 116 North E Street, Pensacola, FL 32501, and legally described as:

Legal Description as recorded in said Mortgage.

c. Lender and Borrower(s) desire to correct an error in the Mortgage securing the Note to accurately reflect their original intent and agreement.

## **AGREEMENT**

NOW THEREFORE, the parties hereto desire to reform said Mortgage as follows:

Correct Legal Description from "The North 19 feet of Lot 17" to "The North 19 feet of Lot 7".

2. Other than as set forth above, this Agreement does not create any new right or obligation for either Lender or Borrower(s) with respect to the Note or the Mortgage which, except as reformed and /or amended by the Agreement, are reaffirmed in full.

Johnson Kevin Jensen, AVP as Attorney-in-Fact FURIDA STATE OF VIRGIAIA S. CLARK

TENSON W, personally COUNTY OF DRANGE before me. appeared VEN SEN personally known to me (or 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. WITNESS my hand and official seal #CL Gondal D. Addition of the Control of the Contro Signature

RCD Dec 19, 2001 04:36 pm Escambia County, Florida

ERNIE LEE MAGAHA Clerk of the Circuit Court INSTRUMENT 2001-913528

Recorded in Public Records 04/27/2015 at 08:53 AM OR Book 7334 Page 1401, Instrument #2015030907, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50

> Recording Requested By: MGIC CREDIT ASSURANCE CORPORATION

When Recorded Return To:

/ MGIC CREDIT ASSURANCE CORPORATION 270 E. KILBOURN AVE. MILWAUKEE, WI 53202 155428

CORPORATE ASSIGNMENT OF MORTGAGE REFERENCE #: 0012445342A "JOHNSON"

Escambia, Florida INVESTOR #: 499

Assignor: PNC BANK, NATIONAL ASSOCIATION BY SELECT PORTFOLIO SERVICING, INC., ITS ATTORNEY IN FACT at c/o SELECT PORTFOLIO SERVICING, INC., 3815 SOUTH WEST TEMPLE, SALT LAKE CITY, UT 84115. Assignee: MGIC CREDIT ASSURANCE CORPORATION at MGIC CREDIT ASSURANCE CORPORATION 270 E. KILBOURN AVE., MILWAUKEE, WI 53202. Executed By: PATSY JOHNSON, AND JIMMY JOHNSON, WIFE AND HUSBAND To: FIRST FRANKLIN FINANCIAL CORPORATION.

Date of Mortgage: 10/12/2001 Recorded: 10/26/2001 in Book/Reel/Liber: 4791 Page/Folio: 1627 as Instrument No.: 2001-896445 In Escambia County , State of Florida.

Property Address: 116 NORTH E STREET, PENSACOLA, FL 32501

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of TEN and NO/100ths DOLLARS and other good and valuable consideration, paid to the above named Assignor, the receipt and sufficiency of which is other good and valuable consideration, paid to the above named Assignor, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of \$13,800.00 with interest, secured thereby, together with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's beneficial interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and also the said property unto the said Assignee forever, subject to the terms contained in said Mortgage

PNC BANK, NATIONAL ASSOCIATION BY SELECT PORTFOLIO SERVICING, INC., ITS ATTORNEY IN FACT On SEP 3.0.2014

KOCH, DOCUMENT CONTROL OFFICER

WITNESS

WITNESS

**ANA NOVAKOVICH** 

STATE OF UTAH COUNTY OF SALT LAKE Sandi Widdowson

On <u>SEP 3 0 2014</u>, before me, N. BENINCOSA, a Notary Public in and for SALT LAKE in the State of UTAH, personally appeared BILL KOCH, DOCUMENT CONTROL OFFICER, PNC BANK, NATIONAL ASSOCIATION BY SELECT PORTFOLIO SERVICING, INC., ITS ATTORNEY IN FACT, personally known to me (or 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, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal,

Notary Expires: 09/13/2018 #678879

N. BENINCOSA Notary Public State of Utah My Commission Expires on: September 13, 2018 m. Number: 678879

(This area for notarial seal)

1989

Prepared By: BILL KOCH, SELECT PORTFOLIO SERVICING, INC. 3815 SOUTH WEST TEMPLE, SALT LAKE CITY, UT 84115 800-258-8602

\*JH\*JHAMRC\*08/07/2014 11:19:00 AM\* AMRCH3AMRC000000000000000000019748\* FLESCAM\* 0012445342A FLSTATE\_MORT\_ASSIGN\_ASSN \*DXV\*DXVAMRC

BK: 7334 PG: 1402 Last Page

#### **LEGAL DESCRIPTION**

LOT 6 AND THE NORTH 19 FEET OF LOT 7, BLOCK 19, MAXENT TRACT, CITY OF PENSACOLA, FLORIDA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

Sent for recording

i certify this to be a true and exact copy of the original document

Date \_\_\_\_\_\_ Signature\_\_\_\_\_

DEC 1 1 2014

Recorded in Public Records 02/14/2012 at 02:16 PM OR Book 6819 Page 993, Instrument #2012011165, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00

This Instrument Was Prepared By And Is To Be Returned To: ROBBIE DEAN, Emerald Coast Utilities Authority 9255 Sturdevant Street Pensacola, Florida 32514-0311



#### **NOTICE OF LIEN**

## STATE OF FLORIDA COUNTY OF ESCAMBIA

Notice is hereby given that the EMERALD COAST UTILITES AUTHORITY has a lien against the following described real property situated in Escambia County, Florida, for water, wastewater and/or sanitation service provided to the following customer:

LT 6 AND N 19 FT OF LT 7 BLK 19 MAXENT TRACT OR 4791 P 1608 CA 104

Customer: PATSY JOHNSON
Account Number: 231248-16523
Amount of Lien: $$105.59$ , together with additional unpaid utility service charges, if any, which may accrue subsequent to the date of this notice and simple interest on unpaid charges at 18 percent per annum, or at such lesser rate as may be allowed by law.
This lien is imposed in accordance with Section 159.17, Florida Statutes, Chapter 92-248, Laws of Florida, as amended and Emerald Coast Utilities Authority Resolution 87-10, as amended, and this lien shall be prior to all other liens on such lands or premises except the lien of state, county, and municipal taxes and shall be on a parity with the lien of such state, county, and municipal taxes.
Provided however, that if the above-named customer has conveyed said property by means of deed recorded in the public records of Escambia County, Florida, prior to the recording of this instrument, or if the interest of the above-named customer is foreclosed by a proceeding in which notice of lis pendens has been filed prior to the recording of this instrument, this lien shall be void and of no effect.  Dated:
EMERALD COAST UTILITIES AUTHORITY BY: KOKOL DLAN
STATE OF FLORIDA COUNTY OF ESCAMBIA The foregoing instrument was acknowledged before me this day of the Emerald Coast Utilities Authority, who is personally known to me and who did not take an oath.
[Notary Seal]  Notary Public – State of Florida
NAMIE D. ROGERS  MY COMMISSION # EE 058896  EXPIRES. April 12, 2015  Bonded Thru Notary Public Underwriters  Revised 05/31/2011

Recorded in Public Records 3/28/2017 10:01 AM OR Book 7686 Page 1369, Instrument #2017022338, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

This instrument was prepared by Richard Barker, Jr. Chief Financial Officer City of Pensacola, Florida

#### **LIEN FOR IMPROVEMENTS**

The **CITY OF PENSACOLA**, a Florida municipal corporation, acting pursuant to Sections 4-3-19, 4-3-20, and 4-3-22 Code of the City of Pensacola, does hereby claim and impose a Lien of the following described real property located in Pensacola, Escambia County, Florida, to-wit:

JOHNSON, PATSY 116 North E St Lot 6 & N 19ft of Lot 7 Block 19 Maxent Tract

DATED this 2nd day of March, 2017

THE CITY OF PENSACOLA a muncipal corporation

BY: ERIC W. OLSON CITY ADMINISTRATOR

CITY CLERK

STATE OF FLORIDA

**COUNTY OF ESCAMBIA** 

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_, by \_\_\_\_ ric W. Olson\_, City Administrator of the City of Pensacola, a Florida municipal corporation, on behalf of said municipal corporation. He is personally known to me and did/did not take an oath.

NOTARY PUBLIC



Recorded in Public Records 4/1/2022 3:36 PM OR Book 8754 Page 616, Instrument #2022033249, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

This instrument was prepared by Amy Lovoy Finance Director City of Pensacola, Florida

#### LIEN FOR IMPROVEMENTS

The CITY OF PENSACOLA, a Florida municipal corporation, acting pursuant to Sections 13-1-6 and 13-1-7 Code of the City of Pensacola, does hereby claim and impose a Lien of the following described real property located in Pensacola, Escambia County, Florida, to-wit:

SQUAIRE, RHONDA L 116 N E STREET LT 6 AND N 19 FT OF LT 7 BLK 19 MAXENT TRACT

Parcel Identification Number <u>000S009080006019</u> Real Estate Account Number <u>152479000</u>

in the total amount of \$219.00(Two Hundred Nineteen & 00/100) for all cost incurred in clearing weeds, undergrowth, trash, filth, garbage or other refuse from the aforementioned property on or about the 3rd day of January 2022. Said lien shall be equal in dignity to all other special assessments for benefits against property within the City.

DATED this 17th day of March, 2022

THE CITY OF PENSACOLA a municipal corporation

BY:
KERRITH FIDDLER
CITY ADMINISTRATOR

STATE OF FLORIDA

**COUNTY OF ESCAMBIA** 

THE FOREGOING INSTRUMENT was acknowledged before me this 22 nd day of \_\_\_\_\_\_\_, 2022, by Kerrith Fiddler, City Administrator of the City of Pensacola, a Florida municipal corporation, on behalf of said municipal corporation who is personally known to me.

NOTARY PUBLIC

DONECIA GRIFFIN
Notary Public
State of Florida
Comm# HH099471
Expires 3/6/2025

Revised 1/24/2018

Recorded in Public Records 1/31/2024 8:00 AM OR Book 9097 Page 1539, Instrument #2024007232, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

This instrument was prepared by Amy Lovoy Finance Director City of Pensacola, Florida

#### LIEN FOR IMPROVEMENTS

The CITY OF PENSACOLA, a Florida municipal corporation, acting pursuant to Sections 13-1-6 and 13-1-7 Code of the City of Pensacola, does hereby claim and impose a Lien of the following described real property located in Pensacola, Escambia County, Florida, to-wit:

SQUAIRE RHONDA L 116 NORTH E STREET LT 6 AND N 19 FT OF LT 7 BLK 19 MAXENT TRACT

Parcel Identification Number <u>000S009080006019</u> Real Estate Account Number <u>152479000</u>

in the total amount of \$219.00 (Two Hundred Nineteen & 00/100) for all costs incurred in clearing weeds, undergrowth, trash, filth, garbage or other refuse from the aforementioned property on or about the 23rd day of October 2023. Said lien shall be equal in dignity to all other special assessments for benefits against property within the City.

DATED this 22nd day of January 2024

THE CITY OF PENSACOLA a municipal corporation

KERRITH FIDDLER CITY ADMINISTRATOR

CHTY CLERK

STATE OF FLORIDA

COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this <u>X</u>d day of <u>Jonany</u>, 2024 by <u>Kerrith Fiddler</u>, City Administrator of the City of Pensacola, a Florida municipal corporation, on behalf of said municipal corporation who is personally known to me.

CAROLYN BARNES

Notary Public, State of Florida

My Comm. Expires Oct. 4, 2024

Commission No. HH 50373

へ *炒*るハンシ NOTARY PUBLIC

Revised 1/24/2018

Recorded in Public Records 10/30/2012 at 12:26 PM OR Book 6927 Page 1349, Instrument #2012082983, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00

Recorded in Public Records 07/23/2012 at 09:01 AM OR Book 6885 Page 1501. Instrument #2012056456, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

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

CASE NO: 2011 CC 002094

ERHIE LEE MAGAHA ESCAMBIA COUNTY, FE

LVNV FUNDING, LLC,

Plaintiff,

2012 JUL 20 A 4 30 FINAL SUMMARY JUDGMENT

Patricia Johnson,

COUNTY CIVIL DIVISION FREED & REGORDED

Defendant(s)

THIS CAUSE having come to be heard before this Honorable Court on June 28,2012 upon Plaintiff's Motion for Final Summary Judgment and the Court having heard argument of counsel and being otherwise fully advised in the premises, finds as follows:

That there are no genuine issues as to any material facts and Plaintiff is entitled to a judgment as a matter of law.

#### IT IS HEREBY ORDERED AND ADJUDGED THAT:

Plaintiff whose address is 15 SOUTH MAIN STREET, Greenville SC 29601 shall recover from Defendant(s), Patricia Johnson, the principal sum of \$8,540.14, court costs in the amount of \$350.00, interest in the amount of \$2,135.27, the total of which shall bear interest at the prevailing statutory interest rate of 4.75 % per year from this date through December 31st of this current year, for all of the above let execution issue. Thereafter, on January 1 of each succeeding year until the judgment is paid, the interest rate will adjust in accordance with section 55.03, Florida Statutes.

#### IT IS FURTHER ORDERED AND ADJUDGED THAT:

The Defendant(s) shall complete under oath the Fact Information Sheet (Florida Rules of Civil Procedure Form 1.977) including all required attachments, and return it to the Plaintiff's attorney, within 45 days from the date of this Judgment, unless the Judgment is satisfied or a post judgment discovery is stayed. Jurisdiction of this case is retained to enter further orders that are proper to compel the Defendant(s) to complete the Fact Information Sheet and return it to the Plaintiff's attorney.

DONE AND ORDERED at ESCAMBIA County, Florida on this 1974 July , 20 12.

Copies furnished to:

LAW OFFICES OF ANDREU, PALMA & ANDREU, PL

701 SW 27th Avenue, Ste. 900 Miami, FL 33135.

Patricia Johnson 4513 VERSAILLES DR PENSACOLA FL 32505-3130

Certified to be a true copy the original on file in this office Case: 2011 CC 002094 00003909375

Dkt: CC1033 Pg Witness my hand and official seal

ERNIE LEÉ MAGAHA Clerk of the Circuit Coun

10-40864

#### STATE OF FLORIDA COUNTY OF ESCAMBIA

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

**CERTIFICATE # 07456 of 2022** 

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on May 15, 2025, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

RHONDA L SQUAIRE 116 NORTH E ST PENSACOLA, FL 32502	FIRST FRAN 2150 N FIRS SAN JOSE, C	T ST	ICIAL CORP			
	LVNV FUNDING LLC 15 SOUTH MAIN ST GREENVILLE, SC 2960:		I MAIN ST	270 E KI	REDIT ASSURANCE CORF ILBORN AVE IKEE, WI 53202	ORATION
			CITY OF PENSACOLA TREASURY DIVISION P O BOX 12910 PENSACOLA FL 3252		ECUA 9255 STURDEVANT ST PENSACOLA, FL 32514	

WITNESS my official seal this 15th day of May 2025.

SA COUNT TO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON July 2, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 850-595-3793.

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That TLGFY LLC holder of Tax Certificate No. 07456, 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:

## LT 6 AND N 19 FT OF LT 7 BLK 19 MAXENT TRACT OR 7796 P 1053 CA 104

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 152479000 (0725-53)

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

#### RHONDA L SQUAIRE

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 July, which is the **2nd day** of July 2025.

Dated this 16th day of May 2025.

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

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON July 2, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 850-595-3793.

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**Post Property:** 

116 N E ST 32502



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

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#### **Personal Services:**

RHONDA L SQUAIRE 116 NORTH E ST PENSACOLA, FL 32502

COMPT OF THE COUNTY TO

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

# ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

0725.53

## NON-ENFORCEABLE RETURN OF SERVICE

**Document Number: ECSO25CIV017571NON** 

Agency Number: 25-006474

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT NO 07456 2022

Attorney/Agent:
PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff:

IN RE RHONDA L SQUAIRE

**Defendant:** 

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 5/23/2025 at 8:50 AM and served same at 10:57 AM on 6/2/2025 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY, the within named, to wit: , .

POSTED PROPERTY PER CLERK'S OFFICE INSTRUCTIONS

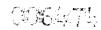
CHIP W SIMMONS, SHERIFF ESCAMBIA COUNTY, FLORIDA

By

J. REID, CPS

Service Fee: Receipt No:

\$40.00 BILL



THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON July 2, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT 850-595-3793.

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Dated this 16th day of May 2025.

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#### **Post Property:**

116 N E ST 32502



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

# ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

0725-53

## NON-ENFORCEABLE RETURN OF SERVICE

**Document Number: ECSO25CIV017556NON** 

Agency Number: 25-006449

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT NO 07456 2022

Attorney/Agent:
PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff:

RHONDA L SQUAIRE

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Non-Executed

Received this Writ on 5/23/2025 at 8:52 AM and after a diligent search in ESCAMBIA COUNTY, FLORIDA for RHONDA L SQUAIRE , Writ was returned to court UNEXECUTED on 6/9/2025 for the following reason:

116 NORTH E STREET APPEARS TO BE A VACANT HOUSE. NO OTHER INFORMATION GAINED THROUGH DUE DILIGENCE EFFORTS.

CHIP W SIMMONS, SHERIFF ESCAMBIA COUNTY, FLORIDA

Bv:

J. REID, CPS

Service Fee: Receipt No: \$40.00 BILL

Printed By: TDH

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#### **Personal Services:**

RHONDA L SQUAIRE 116 NORTH E ST PENSACOLA, FL 32502

**:** 

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By:

Emily Hogg

REQUIRED.



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#### LT 6 AND N 19 FT OF LT 7 BLK 19 MAXENT TRACT OR 7796 P 1053 CA 104

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 152479000 (0725-53)

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

#### RHONDA L SQUAIRE

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 July, which is the 2nd day of July 2025.

Dated this 16th day of May 2025.

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.

#### **Personal Services:**

RHONDA L SQUAIRE 116 NORTH E ST PENSACOLA, FL 32502



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

TAX DEED SEARCH RESULTS:
FILE #:  CERTIFICATE #:  ACCOUNT #:  PROPERTY ADDRESS:  TITLE HOLDER:  D125.53  1012. TD 01456  15.2419.000  PROPERTY ADDRESS:  PHOLOGIC L. ST. 30.502
INDIVIDUAL COMPANY
ADDRESSES WHERE LETTERS MAILED:
STATUS:
DATE OF ADDITIONAL RESEARCH 4.17.7075
Escambia Property Appraiser Website Escambia Tax Collector Software  Most Recent Tax Roll Escambia Tax Deed records Florida Corporation Search Escambia Official Records Search Escambia Court Records Search Google (Truepeoplesearch.com)  To new address  no new address
NOTES: RHOWDA SQUAIRE: DEED (WIT) PREPARED BY
STATEMENT: 3806 N 9th AVE 32503
CERT & IST CLASS TO
RHONDIA SQUAIRE 3800 N 9M AVE
(remove?) millure square
7(0117)

RHONDA L SQUAIRE [0725-53] 116 NORTH E ST PENSACOLA, FL 32502 FIRST FRANKLIN FINANCIAL CORP [0725-53] 2150 N FIRST ST SAN JOSE, CA 95131

9171 9690 0935 0128 0627 10

4/13 NOT DELIVETED "UNCHIND"

9171 9690 0935 0128 0627 03

46 RETURNED. VACANT

LVNV FUNDING LLC [0725-53] 15 SOUTH MAIN ST GREENVILLE, SC 29601 MGIC CREDIT ASSURANCE CORPORATION [0725-53] 270 E KILBORN AVE MILWAUKEE, WI 53202

9171 9690 0935 0128 0626 97

411 RETURNO.

9171 9690 0935 0128 0626 80

CITY OF PENSACOLA [0725-53] TREASURY DIVISION P O BOX 12910 PENSACOLA FL 32521

9171 9690 0935 0128 0626 73

ECUA [0725-53] 9255 STURDEVANT ST PENSACOLA, FL 32514

9171 9690 0935 0128 0626 66

9171 9690 0935 0128 1816 02

9171 9690 0935 0128 1815 58

RHONDA SQUAIRE (0725-53) 3806 N 9TH AVE PENSACOLA FL 32503

MINNIE SQUAIRE (0725-53) 3806 N 9TH AVE PENSACOLA FL 32503

6/17

mailed 1ST Class & CERTIFIED CERTIFIED MAIL

**Pam Childers** 

Clerk of the Circuit Court & Comptrol

Official Repords

221 Palatox Place, Suite 110

Peneacola, FL 32502

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quadient FIRST-CLASS MAIL **JS POSTAGE** 

\$008.16° 05/22/2025 ZIP 32502 043M31219251

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LVNV FUNDING LLC [0725-53] 15 SOUTH MAIN ST GREENVILLE, SC 29601

NIXIE

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RETURN TO SENDER NOT DELIVERABLE AS ADDRESSED UNABLE TO FORWARD

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## Pam Childers

Clerk of the Circuit Court & Comptroller Official Records 221 Palafox Place, Suite 110

Pensacola, FL 32502

FIRST HANKIN FRANCIAL CORP

[0725-56]

2150 N FIRST ST

SAN JOSE, CA 95131

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RETURN TO SENDER VACANT UNABLE TO FORWARD

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Clerk of the Circuit Court & Compareller
Official Records
221 Palafox Place, Suite 110

Pensacola, FL 32502

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RHOMDA L'SQUAIRE [0725-53]

116 NORTH E ST PENSACOLA, FL 32502 CERTIFIED MAIL



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Clerk of the Citcuff Court & Comptrolle

Official Records 5
221 Palatox Place, Suite FRO

Pensacola, FL 52502

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RHONDA SQUAIRE (0725-53) 3806 N 9TH AVE PENSACOLA FL 32503

> NIXIE 326 DE L 6666/26/25 RETURN TO SENDER INSUFFICIENT ADDRESS UNABLE TO FORWARD

BC: 32502583335

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## **Pam Childers**

Clerk of the Circuit Court & Comptroller Official Records 221 Palafox Place, Suite 110 Pensacola, FL 32502

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RHONDA SQUAIRE (0725 53)

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Official Records 221 Palafox Place, Suite 110

Pensacola, FL 32502

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Pam Childers
Clerk of the Circuit Court & Comptr
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221 Palafox Place, Suite 110

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RHONDA SQUAIRE 3806 N 9TH AVE PENSACOLA FL 32503

Tax Deed File # 0725-53

32503-286659

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#### **Pam Childers**

Clerk of the Circuit Court & Comptr Official Records 221 Palafox Place, Suite 110 Pensacola, FL 32502



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MINNIE SQUAIRE

3806 N 9TH AVE PENSACOLA FL 32503

Tax Deed File # 0725-53

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#### **Pam Childers**

Clerk of the Circuit Court & Compt Official Records 221 Palafox Place, Suite 110 Pensacola, FL 32502

## CERTIFIED MAIL...



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07/10/2025 ZIP 32502

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## NOTICE OF SURPLUS FUNDS FROM TAX DEED $S_{\lambda}$

RHONDA L SQUAIRE 116 NORTH E ST PENSACOLA, FL 32502

Tax Deed File # 0725-53 \_. 9327089921030490

2025 AM 1

NIXIE

RETURN TO SENDER VACANT

BC: 32502583335 \*2638-00656-11-20 



#### STATE OF FLORIDA

**County of Escambia** 

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

SALE DATE - 07-02-2025 - TAX CERTIFICATE #'S 07456

CIRCUIT in the Court

was published in said newspaper in the issues of

MAY 29 & JUNE 5, 12, 19, 2025

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia and Santa Rosa Counties, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Affiant complies with all legal requirements for publication in chapter 50, Florida Statutes.



Digitally signed by Michael P Driver DN: c=US, o=The Escambia Sun Press LLC AnQualifier=A01410D0000019093B5D40A000E97D9, cn=Michael P Driver Date: 2025.06.19 11:24:35 -05'00'

**PUBLISHER** 

Sworn to and subscribed before me this 19TH day of JUNE

**A.D.,** 2025

Pather Tuttle

Digitally signed by Heather Tuttle Digitally signed by neather Tuttle
DN: c=US, o=The Escambia Sun Press LLC,
dnQualifier=A01410C000001890CD5793600064AAE, cn=Heather Tuttle
Date: 2025.06.19 11:28:21 -05'00'

**HEATHER TUTTLE** NOTARY PUBLIC



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

TLGFY LLC holder of Tax Certificate No.

07456, 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 fol-

NOTICE OF APPLICATION FOR TAX DEED NOTICE IS HEREBY GIVEN. That

lowing described property in the County of Escambia, State of Florida, to wit:

LT 6 AND N 19 FT OF LT 7 BLK 19 MAXENT TRACT OR 7796 P 1053 CA 104 SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 152479000 (0725-53)

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

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 July, which is the 2nd day of July 2025.

Dated this 22nd day of May 2025.

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

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

oaw-4w-05-29-06-05-12-19-2025





## **Scott Lunsford, CFC** • Escambia County Tax Collector

EscambiaTaxCollector.com

facebook.com/ECTaxCollector witter.com/escambiatc



2024

REAL ESTATE

Notice of Ad Valorem and Non-Ad Valorem Assessments

**TAXES** 

SCAN TO PAY ONLINE

	. • • • • • • • • • • • • • • • • • • •		
ACCOUNT NUMBER	MILLAGE CODE	ESCROW CODE	PROPERTY REFERENCE NUMBER
15-2479-000	16		0005009080006019

**PROPERTY ADDRESS:** 116 N E ST

**EXEMPTIONS:** 

SQUAIRE RHONDA L 116 NORTH E ST PENSACOLA, FL 32502

## PRIOR YEAR(S) TAXES OUTSTANDING

PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER

AD VALOREM TAXES						
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED	
COUNTY	6.6165	131,397	0	131,397	869.39	
PUBLIC SCHOOLS						
BY LOCAL BOARD	1.7520	136,977	0	136,977	239.98	
BY STATE LAW	3.0950	136,977	0	136,977	423.94	
PENSACOLA	4.2895	131,397	0	131,397	563.63	
WATER MANAGEMENT	0.0218	131,397	0	131,397	2.86	
M.S.T.U. LIBRARY	0.3590	131,397	0	131,397	47.17	
ESCAMBIA CHILDRENS TRUST	0.4043	131,397	0	131,397	53.12	

TOTAL MILLAGE 16.5381

**AD VALOREM TAXES \$2,200.09** 

LEGAL D	ESCRIPTION	Ν	ION-AD VALO	REM ASSESSMEN	ITS
		TAXING AUTHORIT	Y A REED FOR	RATE	AMOUNT
	LT 7 BLK 19 MAXENT TRACT 5 P 1053 CA 104	SW STORMWATER(C	ITY OF PENSACOLA)		53.02
			N	ON-AD VALOREM ASS	ESSMENTS \$53.02
Pay online	e at EscambiaTax must be in U.S. funds drawn	Collector.com on from a U.S. bank	COMBIN	ED TAXES AND ASSE	SSMENTS \$2,253.11
Face: \$2,507.23 Rate: 6.75%	Cert #8096 Bidder #12724941	If Received By Please Pay	Jun 30, 2025 \$2,638.84	Jul 31, 2025 \$2,638.84	Aug 29, 2025 \$2,638.84

**RETAIN FOR YOUR RECORDS** 

## 2024 REAL ESTATE TAXES DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

Make checks payable to:

## **Scott Lunsford, CFC**

**Escambia County Tax Collector** 

P.O. BOX 1312 PENSACOLA, FL 32591

Pay online at EscambiaTaxCollector.com

#### PRIOR YEAR(S) TAXES **OUTSTANDING**

PAY DELINQUENT TAXES BY CASH, CASHIER'S CHECK OR MONEY ORDER Payments in U.S. funds from a U.S. bank

PAY ONLY ON	IE AMOUNT
AMOUNT IF PAID BY	Jun 30, 2025 2,638.84
AMOUNT IF PAID BY	Jul 31, 2025 2,638.84
AMOUNT IF PAID BY	Aug 29, 2025 2,638.84
AMOUNT IF PAID BY	
AMOUNT IF PAID BY	
DO NOT FOLD STAT	DE OR MUTTI ATE

PROPERTY ADDRESS
116 N E ST

**ACCOUNT NUMBER** 

15-2479-000

SQUAIRE RHONDA L 116 NORTH E ST PENSACOLA, FL 32502

#### **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 High Bid Tax Deed Sale

#### Cert # 007456 of 2022 Date 7/2/2025 Name FRED GUNTHER

Cash Summary

Cash Deposit	\$4,055.00
Total Check	\$77,655.20
Grand Total	\$81,710.20

Manie	ED GONTHER	Analysis of the state of the st
Purchase Price (high bid amount)	\$81,100.00	Total Check \$77,655.20
+ adv recording deed	\$10.00	Adv Recording Deed \$10.00
+ adv doc. stamps deed	\$567.70	Adv Doc. Stamps \$567.70
+ Adv Recording For Mailing	\$18.50	
Opening Bid Amount	\$11,761.24	Postage \$49.20
	VVVVVVVVVVVVVVVVVVVVVVVVVVVVVVVVVVVVVV	Researcher Copies \$0.00
- postage	\$49.20	
- Researcher Copies	\$0.00	
1		Adv Recording Mail Cert \$18.50
- Homestead Exempt	\$0.00	
		Clerk's Prep Fee \$14.00
=Registry of Court	\$11,712.04	Registry of Court \$11,712.04
Purchase Price (high bid)	\$81,100.00	
-Registry of Court	\$11,712.04	Overbid Amount \$69,338.76
-advance recording (for mail certificate)	\$18.50	
-postage	\$49.20	100
-Researcher Copies	\$0.00	
= Overbid Amount	\$69,338.76	

PAM CHILDERS
Clerk of the Circuit

Court

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 007456 Sold Date 7/2/2025

Name FRED GUNTHER

***************************************	***************************************				
RegistryOfCourtT = TAXDEED	\$11,712.04				
overbidamount = TAXDEED	\$69,338.76				
PostageT = TD2	\$49.20				
Researcher Copies = TD6	\$0.00				
prepFee = TD4	\$14.00				
advdocstampsdeed = TAXDEED	\$567.70				
advancerecording = TAXDEED	\$18.50				
AdvRecordingDeedT = TAXDEED	\$10.00				
The state of the s					

Date	Docket	Desc	NIEW IMAGES	
6/1/2022	0101	CASE FILED 06/01/2022 CASE NUMBER 2022 TD 007456		
5/6/2024	TD83	TAX COLLECTOR CERTIFICATION		
5/6/2024	TD84	PA'S INFO		
5/7/2024	RECEIPT	PAYMENT \$456.00 RECEIPT #2024033053		
7/5/2024	TDNOT	NOTICE OF APPLICATION FOR TAX DEED		
7/8/2024	7/8/2024 TDNOT			
4/2/2025	TD82	PROPERTY INFORMATION REPORT		
5/27/2025	TD81	CERTIFICATE OF MAILING		
6/6/2025	TD84	SHERIFF RETURN OF SERVICE		
6/17/2025	6/17/2025 TD84			
6/20/2025	CheckVoided	CHECK (CHECKID 143291) VOIDED: ESCAMBIA SUN PRESS 605 S OLD CORRY FIELD RD PENSACOLA, FL 32507		
6/20/2025	CheckMailed	CHECK PRINTED: CHECK # 900039041 - - REGISTRY CHECK		
6/24/2025	TD84	PROOF OF PUBLICATION		
6/30/2025	TD84	2024 TAX BILL		

**FEES** 

<b>EffectiveDate</b>	FeeCode	FeeDesc	TotalFee	AmountPaid	WaivedAmount	AmountOutstanding
5/6/2024 10:55:46 AM	RECORD2	RECORD FEE FIRST PAGE	10.00	10.00	0.00	0.00
5/6/2024 10:55:47 AM	TAXDEED	TAX DEED CERTIFICATES	320.00	320.00	0.00	0.00
5/6/2024 10:55:46 AM	TD4	PREPARE ANY INSTRUMENT	7.00	7.00	0.00	0.00
5/6/2024 10:55:47 AM	TD7	ONLINE AUCTION FEE	59.00	59.00	0.00	0.00
5/6/2024 10:56:36 AM	TD10	TAX DEED APPLICATION	60.00	60.00	0.00	0.00
		Total	456.00	456.00	0.00	0.00

## RECEIPTS

ReceiptDate	ReceiptNumber	Received_from	payment_amt	applied_amt	refunded_amt
5/7/2024 12:16:16 PM	2024033053	TLGFY LLC	456.00	456.00	0.00
		Total	456.00	456.00	0.00

## REGISTRY

CashierDate	Type	TransactionID	TransactionName	Name	Amount	Status	
6/20/2025 9:19:09 AM	Check (outgoing)	102010398	ESCAMBIA SUN PRESS	605 S OLD CORRY FIELD RD	200.00	900039041 CLEARED ON 6/20/2025	
5/7/2024 12:16:16 PM	Deposit	101891922	TLGFY LLC		320.00	Deposit	
Deposited			Used	Balance		lance	
320.00			8 400 00	-8.080.00		080.00	

\*\* Doc stamps for tax deed auctions are due in conjunction with the final payment due at 11:00 AM CT on the following business day after the sale.

Sale Date Case ID Parcel		D:4	Deposit	Auction	Clerk	Rec Fee			Doc Stam	Total Due	Certificate Number	Name On Title	Title Address
7 07/02/2025 <u>2022 TD 00745</u> 000S0(	dit Name on Title			V. ff. r				<sub>10.00</sub>	\$567.70	\$77,655.20	07456	Petrescu Holding	s 503 E. Governme
) 07/02/2025 <u>2022 TD 00627</u> 342N3:	Name on Title	Custo	m Fields	Style				0.00	\$389.90	\$53,347.40	06271	GEAR Land Vent	u 1830 Broken Arro
7 07/02/2025 2022 TD 00226 132830				1				0.00	\$153.30	\$21,000.80	02268	Braxton D Griffin	2056 Hamilton Cr
7 07/02/2025 <u>2022 TD 00211</u> 092\$30	Case Nu				6			0.00	\$38.50	\$5,306.00	02112	Ackeem Barrett	32 w audrey dr F
7 07/02/2025 <u>2022 TD 00188</u> 042S3C	Result D	ate: 07	7/02/202	25				0.00	\$122.50	\$16,790.00	01880	EBS 401K & Trus	t 127 Geneva Ave
07/02/2025 2022 TD 00170 461S30	Title Info	rmatia	·m·					0.00	\$116 20	\$15,928.70	01708	Guyer Capital, LL	( 5437 Berryhill Ro
07/02/2025 <u>2022 TD 00145</u> 351S30	HUG HIL	mmauo	<i>7</i> 11.				name,	(0.00	\$102.20	\$14,014.70	01456	Champion Peak L	16901A N 9th Aver
Ø 07/02/2025 <u>2022 TD 00059</u> 121S3C	Name:	Petres	scu Hold	ings, Inc.				:0.00	\$105.70	\$14,493.20	00594	JLC RE Investme	r PO Box 461611 E
07/02/2025 2020 TD 00721 142N31		[500 =					_ ¬	i0.00	\$53.20	\$7,315.70	07214	Deeds Investment	t 3034 Suwannee (
07/02/2025 <u>2019 TD 00768</u> 000S00	Address1:	503 E	. Govern	ment Stre	eet		J	0.00	\$156.10	\$21,383.60	07687	Michael L and Lis	5009 Soundside I
07/02/2025 <u>2019 TD 00560</u> 083S32	Address2:	/ <del>************************************</del>					7	0.00	\$11.20	\$1,453.70	05601	Mark Broome	2795 W. Highway
07/02/2025 <u>2019 TD 00558</u> 083S32	/\ddi\0332.						J	(0.00	\$10.50	\$53.00	05587		
07/02/2025 <u>2019 TD 00553</u> 083S32	City:	Pensa	icola				1	:0.00	\$9.80	\$52.30	05539		
07/02/2025 <u>2019 TD 00553</u> 083S32	Ctata		<u> </u>				J	(0.00	\$9.80	\$52.30	05538		
Ø 07/02/2025 <u>2019 TD 00553</u> 083S32	State:	FL Y					_	i0.08	\$9.80	\$52.30	05537		
07/02/2025 <u>20 19 TD 00550</u> 083S32	Zip:	32502	!					i0.00	\$36.40	\$5,018.90	05505	Tatyana Gooch	2790 Joe Pruitt Re
07/02/2025 <u>2019 TD 00518</u> 352S31								0.00	\$9.10	\$51.60	05188	•	
07/02/2025 2019 TD 00264 162S30				Cancel	U	pdate		i <b>0</b> .00	\$15.40	\$2,057.90	02642	Andala Enterprise	: 5201 North Davis
07/02/2025 2019 TD 00201 042S30					_	·		i0.00	\$21.70	\$2,964.20		,	2790 Joe Pruitt Re
07/02/2025 <u>2018 TD 00822</u> 000\$009020	<u>55343</u> <u>520</u>	100.00 S	1,005.00	319,095.00	\$0.00	\$42.50	\$0.00	\$0.00	\$140.70	\$19,278.20		•	1221 E JACKSON
07/02/2025 2018 TD 00806 000S009010	<u>82745 \$11</u>	00.00	\$550.00 \$	\$10,450.00	\$0.00	\$42.50	\$0.00	\$0.00	\$77.00	\$10,569.50		LGP4, LLC	803 N. Hwy 95A
j 07/02/2025 <u>2018 TD 00679</u> 101N31330;	<u>82745</u> <u>\$3</u>	100.00	\$200.00	\$2,900.00	\$0.00	\$42.50	\$0.00	\$0.00	\$21.70	\$2,964.20	06794	LGP4, LLC	803 N. Hwy 95A (
<b>⊅ ?</b>				145 -cns <b>F</b>	age 1	of 1 »	» »∗ <b>3</b> 0	· 🕶		•		•	View 1 - 25

TOTALS: Items Count: 25 Balance: \$311,255.00 Clerk Fees: \$0.00 Rec Fees: \$1,052.50 Doc Stamps: \$2,345.00 Total Due: \$314,682.50

65382

\$81,100.00

Fred Gunther

Deposit \$14,055.00

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2025051467 7/9/2025 10:50 AM
OFF REC BK: 9345 PG: 1143 Doc Type: COM
Recording \$18.50

#### STATE OF FLORIDA COUNTY OF ESCAMBIA

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

**CERTIFICATE # 07456 of 2022** 

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on May 15, 2025, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

RHONDA L SQUAIRE 116 NORTH E ST PENSACOLA, FL 32502	FIRST FRANK 2150 N FIRS SAN JOSE, C	T ST	ICIAL CORP				
		LVNV FUN 15 SOUTH GREENVIL	MAIN ST	MGIC CREDIT ASSURANCE CORPORATION 270 E KILBORN AVE MILWAUKEE, WI 53202			
			CITY OF PEN TREASURY D P O BOX 129 PENSACOLA	IVISION 10	ECUA 9255 STURDEVANT ST PENSACOLA, FL 32514		

WITNESS my official seal this 15th day of May 2025.

COMPTRO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By:

Emily Hogg Deputy Clerk PUBLISHED WEEKLY SINCE 1948
(Warrington) Pensacola, Escambia County, Florida

## STATE OF FLORIDA

County of Escambia

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

NOTICE in the matter of SALE SALE

SALE DATE - 07-02-2025 - TAX CERTIFICATE #'S 07456

in the CIRCUIT Court

was published in said newspaper in the issues of

MAY 29 & JUNE 5, 12, 19, 2025

Affiant further says that the said Escambia Sun-Press is published at (Warrington) Pensacola, said newspaper Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia and Santa Rosa Counties, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. Affiant complies with all legal requirements for publication in chapter 50, Florida Statutes.

Will Page

Digitally signed by Michael P Driver DN: c=US, o=The Escambia Sun Press LLC, dnQualifier=A01410D00001809385D40A000E97D9, cn=Michael P Driver Date: 2025.06.19 11:24:35-05'00'

**PUBLISHER** 

Sworn to and subscribed before me this 19TH day of JUNI

**A.D.,** 2025

Heather Tuttle

Digitally signed by Heather Tuttle DN: csUS, o=The Escamba Sun Press LLC, dnQualifier=0x1410c000001890CD5793600064AAE, cn=Heather Tuttle Date: 2025.06.19 11:28 21-05'00'

HEATHER TUTTLE NOTARY PUBLIC



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

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That TLGFY LLC holder of Tax Certificate No. 07456, 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:

LT 6 AND N 19 FT OF LT 7 BLK 19 MAXENT TRACT OR 7796 P 1053 CA 104 SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 152479000 (0725-53)

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

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 July, which is the 2nd day of July 2025.

Dated this 22nd day of May 2025.

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

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

oaw-4w-05-29-06-05-12-19-2025

Pam Childers CLERK OF THE CIRCUIT COURT **ESCAMBIA COUNTY FLORIDA** INST# 2025051468 7/9/2025 10:50 AM OFF REC BK: 9345 PG: 1145 Doc Type: TXD Recording \$10.00 Deed Stamps \$567.70

Tax deed file number 0725-53

Parcel ID number 000S009080006019

## TAX DEED

Escambia County, Florida

for official use only

Tax Certificate numbered 07456 issued on June 1, 2022 was filed in the office of the tax collector of Escambia County, Florida. An application has been made for the issuance of a tax deed. The applicant has paid or redeemed all other taxes or tax certificates on the land as required by law. The notice of sale, including the cost and expenses of this sale, has been published as required by law. No person entitled to do so has appeared to redeem the land. On the 2nd day of July 2025, the land was offered for sale. It was sold to Petrescu Holdings, Inc., 503 E. Government Street Pensacola FL 32502, who was the highest bidder and has paid the sum of the bid as required by law.

The lands described below, including any inherited property, buildings, fixtures, and improvements of any kind and description, situated in this County and State.

Description of lands: LT 6 AND N 19 FT OF LT 7 BLK 19 MAXENT TRACT OR 7796 P 1053 CA 104 SECTION 00, TOWNSHIP 0 S, RANGE 00 W

\*\* Property previously assessed to: RHONDA L SQUAIRE

On 2nd day of July 2025, in Escambia County, Florida, for the sum of (\$81,100.00) EIGHTY ONE THOUSAND ONE HUNDRED AND

00/100 Dollars, the amount paid as required by law.

Mylinda Johnso

221 Palafox

mily Hogg 221 Palafox Pl

Pensacola, FL \$2502

On this

Clerk of Court and Comptroller

Pam Childers,

Escambia County, Florida

before me personally appeared Clerk of Court and Comptroller in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and

acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.

Witness my hand and office seal date aforesaid

**Emily Hogg** Comm.: HH 373864 Expires: March 15, 2027 Notary Public - State of Florida



## Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

## NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE CLERK OF THE CIRCUIT COURT

FIRST FRANKLIN FINANCIAL CORP 2150 N FIRST ST SAN JOSE, CA 95131

Tax Deed File # 0725-53 Certificate # 07456 of 2022 Account # 152479000

Property legal description:

#### LT 6 AND N 19 FT OF LT 7 BLK 19 MAXENT TRACT OR 7796 P 1053 CA 104

Pursuant to Chapter 197, F.S., the above property was sold at public sale on July 2, 2025, and a surplus of \$68,231.98 (subject to change) will be held by this office for 120 days beginning on the date of this notice to benefit the persons having an interest in this property as described in section 197.502(4), Florida Statutes, as their interests may appear (except for those persons described in section 197.502(4)(h), Florida Statutes). To the extent possible, these funds will be used to satisfy any government lienholder of record before any claimant with a senior mortgage on the property and before distribution of any funds to any junior mortgage or lien claimant or to the former property owner. To be considered for payment of any portion of the surplus funds, you must file a notarized statement of claim with this office within 120 days of this notice.

If you are a lienholder, your claim must include the particulars of your lien and the amounts currently due.

THE FAILURE OF A LIENHOLDER TO FILE A CLAIM FOR SURPLUS FUNDS WITHIN 120 DAYS OF THIS NOTICE CONSTITUTES A WAIVER OF THE LIENHOLDER'S INTEREST IN THE SURPLUS FUNDS AND ALL CLAIMS THERETO ARE FOREVER BARRED.

If your claim has been satisfied, released, or you are waiving your claim, please check the "No claim will be filed" box on the enclosed claim form and return it to our office so that any other liens can be considered.

Dated this 10th day of July 2025.

ESCAMBIA COUNTY CLEBROF COURT

Deputy Cleri

Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502 • (850) 595-3793



## Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

## NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE CLERK OF THE CIRCUIT COURT

LVNV FUNDING LLC 15 SOUTH MAIN ST **GREENVILLE, SC 29601** 

Tax Deed File # 0725-53 Certificate # 07456 of 2022 Account # 152479000

Property legal description:

#### LT 6 AND N 19 FT OF LT 7 BLK 19 MAXENT TRACT OR 7796 P 1053 CA 104

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Dated this 10th day of July 2025.

CLERK OF COURT

**Deputy Clerk** 

Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502 • (850) 595-3793



## Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

## NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE CLERK OF THE CIRCUIT COURT

MGIC CREDIT ASSURANCE CORPORATION 270 E KILBORN AVE MILWAUKEE, WI 53202

Tax Deed File # 0725-53 Certificate # 07456 of 2022 Account # 152479000

Property legal description:

## LT 6 AND N 19 FT OF LT 7 BLK 19 MAXENT TRACT OR 7796 P 1053 CA 104

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Dated this 10th day of July 2025.

ESCAMPIA CO

ESCAMBIA COUNTY CLERK OF COURT

Deputy Clerk

Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502 • (850) 595-3793



## Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

#### NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE CLERK OF THE CIRCUIT COURT

MINNIE SQUAIRE 3806 N 9TH AVE PENSACOLA FL 32503

Tax Deed File # 0725-53 Certificate # 07456 of 2022 Account # 152479000

Property legal description:

#### LT 6 AND N 19 FT OF LT 7 BLK 19 MAXENT TRACT OR 7796 P 1053 CA 104

Pursuant to Chapter 197, F.S., the above property was sold at public sale on **July 2, 2025**, and a surplus of \$68,231.98 (subject to change) will be held by this office for 120 days beginning on the date of this notice to benefit the persons having an interest in this property as described in section 197.502(4), Florida Statutes, as their interests may appear (except for those persons described in section 197.502(4)(h), Florida Statutes). To the extent possible, these funds will be used to satisfy any government lienholder of record before any claimant with a senior mortgage on the property and before distribution of any funds to any junior mortgage or lien claimant or to the former property owner. To be considered for payment of any portion of the surplus funds, you must file a notarized statement of claim with this office within 120 days of this notice.

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Dated this 10th day of July 2025.

ESCAMBIA COUNTY CLERK OF COURT

Deputy Clerk

Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502 • (850) 595-3793



## Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

#### NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE CLERK OF THE CIRCUIT COURT

RHONDA L SOUAIRE 116 NORTH E ST PENSACOLA, FL 32502

Tax Deed File # 0725-53 Certificate # 07456 of 2022 Account # 152479000

Property legal description:

#### LT 6 AND N 19 FT OF LT 7 BLK 19 MAXENT TRACT OR 7796 P 1053 CA 104

Pursuant to Chapter 197, F.S., the above property was sold at public sale on July 2, 2025, and a surplus of \$68,231.98 (subject to change) will be held by this office for 120 days beginning on the date of this notice to benefit the persons having an interest in this property as described in section 197.502(4), Florida Statutes, as their interests may appear (except for those persons described in section 197.502(4)(h), Florida Statutes). To the extent possible, these funds will be used to satisfy any government lienholder of record before any claimant with a senior mortgage on the property and before distribution of any funds to any junior mortgage or lien claimant or to the former property owner. To be considered for payment of any portion of the surplus funds, you must file a notarized statement of claim with this office within 120 days of this notice.

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Dated this 10th day of July 2025.

ESCAMBIA COU

CLERK OF COURT

By: Deputy Clerk

Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FL 32502 • (850) 595-3793



## Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

#### NOTICE OF SURPLUS FUNDS FROM TAX DEED SALE CLERK OF THE CIRCUIT COURT

RHONDA SOUAIRE 3806 N 9TH AVE PENSACOLA FL 32503

Tax Deed File # 0725-53 Certificate # 07456 of 2022 Account # 152479000

Property legal description:

#### LT 6 AND N 19 FT OF LT 7 BLK 19 MAXENT TRACT OR 7796 P 1053 CA 104

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Dated this 10th day of July 2025.

ESCAMBIA COU

By: **Deputy Clerk** 

Tax Deeds • 221 Palafox Place • Suite 110 • Pensacola, FI

CLERK OF COURT

1595-3793







9171 9690 0935 0127 2053 61



OF SURPLUS FUNDS FROM TAX D

NIXIE 0008/05/25 RETURN TO SENDER

NOT DELIVERABLE AS ADDRESSED UNABLE TO FORWARD

|Ալիկվելիուրգներերոկվելըընկերիրգուրժելինիների

15 SOUTH MAIN ST GREENVILLE, SC 29601 Tax Deed File # 0725-53

LVNV FUNDING LLC

SCAMBIA COUN

**Pam Childers** 

Official Records 221 Palarox Place, Suite 110

Pensacola, FL-32502

Clerk of the Circuit Court & Compti

Certificate # Agree ...

Toy Contificate #	2022 TD 007456
Tax Certificate #	
Account #	15247900
Property Owner	Rhonda L Squaire
Property Address	116 N E St 32502
SOLD TO: F. I O II. S & CLIDO	$\sim$
SOLD TO: Fred Gunther \$81,100.	
Disbursed to/for:	Amount Pd: Registry Balance:
Recording Fees (from TXD receipt)	\$596,201
Clerk Registry Fee (fee due clerk tab) Fee Code: OR860	\$1.057.58
Tax Collector Fee (from redeem screen)	\$ 6,05 V \\$
Certificate holder/taxes & app fees	\$9,066,951/,\$
Refund High Bidder unused sheriff fees	\$ 40.00 1/\$
Additional taxes 2024	\$ 2,638,841 \$ 68 281,18
Postage final notices	\$ 49.20 \$ 68231.99
UTW UENS	\$717.00 \$ 67514.98
V	\$
	\$ \$
BALANCE IN TAX DEEDS SHOULD MATCH BALANCE IN	N BENCHMARKIIIIIIIIIIIII
Lien Information:	
FC110 1000 1000	Due \$
EUU 10819/9193	Paid \$ 9 0000000000000000000000000000000000
1111 710810/13100	Paid \$ 230. W
01111 14841134	Due \$ 230 t32
1 C11740 8754/616	Paid \$ 239.00  Due \$ 239.00
0.1	Due \$ 239. ₩
CITY 4047/153°	Paid \$ 239.0C
	Due \$
V	Paid \$ Due \$
	Paid \$
	Due \$
	Paid \$
	Due \$
	Paid \$
Post sale process:	Notes:
Tax Deed Results Report to Tax Collector	<b>₩</b>
Print Deed/Send to Admin for signature	<del>                                     </del>
Request check for recording fees/doc stamps	<del>\\</del>
Request check for Clerk Registry fee/fee due clerk Request check for Tax Collector fee (\$6.25 etc)	<del>                                     </del>
Request check for Tax Collector fee (\$6.25 etc)  Request check for certificate holder refund/taxes & app fees	<b>☆</b>
Request check for any unused sheriff fees to high bidder	<b>[√</b> ]
Determine government liens of record/ amounts due	
Print Final notices to all lienholders/owners	
Request check for postage fees for final notices	
Record Tax Deed/Certificate of Mailing	
Copy of Deed for file and to Tax Collector	

## THE CITY OF PENSACOLA

## P. O. BOX 12910

## PENSACOLA, FLORIDA 32521-0044

To:

Mylinda Johnson

Attention:

Mylinda Johnson

Email:

mjohnson@escambiaclerk.com

July 10, 2025

Property Owner: Johnson, Pasty		
Property Location: 116 North E Street Legal Description: LT 6 AND N 19 FT OF LT 7 BLK 19 MAXENT TRACT		
Customer No. 005505, Invoice #0133460 O. R. 7686, Page 1369, 12/12/2016	\$219.00	
Property Owner: Squaire, Rhonda L		
Property Location: 116 North E Street Legal Description: LT 6 AND N 19 FT OF LT 7 BLK 19 MAXENT TRACT		
Customer No. 006957, Invoice #0154213 O. R. 8754, Page 0616, 01/03/2022	\$219.00	
Customer No. 006957, Invoice #0161592 O. R. 9097, Page 1539, 10/23/2023	\$219.00	
Recording and Cancellation fees (2 lien)	\$60.00	
TOTAL OWED	<u>\$ 717.00</u>	

Recorded in Public Records 3/28/2017 10:01 AM OR Book 7686 Page 1369, Instrument #2017022338, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

> This instrument was prepared by Richard Barker, Jr. Chief Financial Officer City of Pensacola, Florida

#### **LIEN FOR IMPROVEMENTS**

The CITY OF PENSACOLA, a Florida municipal corporation, acting pursuant to Sections 4-3-19, 4-3-20, and 4-3-22 Code of the City of Pensacola, does hereby claim and impose a Lien of the following described real property located in Pensacola, Escambia County, Florida, to-wit:

JOHNSON, PATSY 116 North E St Lot 6 & N 19ft of Lot 7 Block 19 Maxent Tract

DATED this 2nd day of March, 2017

THE CITY OF PENSACOLA a municipal corporation

BY:
ERIC W. OLSON
CITY ADMINISTRATOR

CITY CLERK

STATE OF FLORIDA

**COUNTY OF ESCAMBIA** 

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_\_, City Administrator of the City of Pensacola, a Florida municipal corporation, on behalf of said municipal corporation. He is personally known to me and did/did not take an oath.

NOTARY PUBLIC

ROBYN M. TICE Commission # FF 018492 Expires June 8, 2017 Bandar Trey Fee heareness 800-885-7019 Recorded in Public Records 4/1/2022 3:36 PM OR Book 8754 Page 616, Instrument #2022033249, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

> This instrument was prepared by Amy Lovoy Finance Director City of Pensacola, Florida

## LIEN FOR IMPROVEMENTS

The CITY OF PENSACOLA, a Florida municipal corporation, acting pursuant to Sections 13-1-6 and 13-1-7 Code of the City of Pensacola, does hereby claim and impose a Lien of the following described real property located in Pensacola, Escambia County, Florida, to-wit:

SQUAIRE, RHONDA L 116 N E STREET LT 6 AND N 19 FT OF LT 7 BLK 19 MAXENT TRACT

Parcel Identification Number 000S009080006019 Real Estate Account Number 152479000

in the total amount of \$219.00(Two Hundred Nineteen & 00/100) for all cost incurred in clearing weeds, undergrowth, trash, filth, garbage or other refuse from the aforementioned property on or about the 3rd day of January 2022. Said lieh shall be equal in dignity to all other special assessments for benefits against property within the City.

DATED this 17th day of March, 2022

THE CITY OF PENSACOLA a municipal corporation

BY:
KERRITH FIDDLER
CITY ADMINISTRATOR

**COUNTY OF ESCAMBIA** 

NOTARY PUBLIC

DONECIA GRIFFIN
Notary Public
State of Florida
Commit HH099471
Expires 3/6/2025

Revised 1/24/2018

Recorded in Public Records 1/31/2024 8:00 AM OR Book 9097 Page 1539, Instrument #2024007232, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

This instrument was prepared by Amy Lovoy Finance Director City of Pensacola, Florida

## **LIEN FOR IMPROVEMENTS**

The CITY OF PENSACOLA, a Florida municipal corporation, acting pursuant to Sections 13-1-6 and 13-1-7 Code of the City of Pensacola, does hereby claim and impose a Lien of the following described real property located in Pensacola, Escambia County, Florida, to-wit:

SQUAIRE RHONDA L 116 NORTH E STREET LT 6 AND N 19 FT OF LT 7 BLK 19 MAXENT TRACT

Parcel Identification Number <u>000S009080006019</u> Real Estate Account Number <u>152479000</u>

in the total amount of \$219.00 (Two Hundred Nineteen & 00/100) for all costs incurred in clearing weeds, undergrowth, trash, filth, garbage or other refuse from the aforementioned property on or about the 23rd day of October 2023. Said lien shall be equal in dignity to all other special assessments for benefits against property within the City.

DATED this 22nd day of January 2024

THE CITY OF PENSACOLA a municipal corporation

KERRITH FIDDLER CITY ADMINISTRATOR

STATE OF FLORIDA

**COUNTY OF ESCAMBIA** 

THE FOREGOING INSTRUMENT was acknowledged before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2024 by Kerrith Fiddler, City Administrator of the City of Pensacola, a Florida municipal corporation, on behalf of said municipal corporation who is personally known to me.

CAROLYN BARNES
Notary Public, State of Florida
My Comm. Expires Oct. 4, 2024
Commission No. HH 50373

NOTARY PUBLIC

Revised 1/24/2018

## **Mylinda Johnson (COC)**

From:

Cassandra Strickland < cassandra.strickland@ecua.fl.gov>

Sent:

Wednesday, July 9, 2025 4:47 PM

To:

Mylinda Johnson (COC)

Cc:

Emily Hogg (COC)

Subject:

[EXTERNAL]RE: 116 N E ST 32502 (2022 TD 07456)

**Attachments:** 

116 N E ST.pdf; 20250709173953823.pdf

**WARNING!** This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Hello,

This lien has been paid in full. I attached a copy of the form that will be sent to have lien removed.

## Thank you, Cassandra Strickland

Cassandra Strickland | Customer Service Team Leader | Emerald Coast Utilities Authority |

P.O. Box 17089 | Pensacola, FL. 32522-7089 | Web: www.ecua.fl.gov |

Phone: (850) 476-0480 | Fax: (850) 969-1759 |

ECUA

From: Mylinda Johnson (COC) < MJOHNSON@escambiaclerk.com >

Sent: Wednesday, July 9, 2025 4:26 PM

To: Cassandra Strickland < cassandra.strickland@ecua.fl.gov>

Cc: Emily Hogg (COC) <EHOGG@escambiaclerk.com>

Subject: 116 N E ST 32502 (2022 TD 07456)

#### \*\*WARNING:

DO NOT CLICK links or attachments from unknown senders

Good afternoon,

Can we get a payoff for this one as well?

Recorded in Public Records 02/14/2012 at 02:16 PM OR Book 6819 Instrument #2012011165, Ernie Lee Magaha Clerk of the Circuit County, FL Recording \$10.00

This Instrument Was Prepared By And Is To Be Returned To: ROBBIE DEAN Emerald Coast Utilities Authority 9255 Sturdevant Street Pensacola, Florida 32514-0311

## **NOTICE OF LIEN**

## STATE OF FLORIDA COUNTY OF ESCAMBIA

CUSTOMAN DATEV IOUNICON

Notice is hereby given that the EMERALD COAST UTILITES AUTHORIT against the following described real property situated in Escambia Coufor water, wastewater and/or sanitation service provided to the following LT 6 AND N 19 FT OF LT 7 BLK 19 MAXENT TRACT OR 4791 P 1608 CA 104

Customer. Inter Johnson	
Account Number: 231248-16523	
Amount of Lien: \$105.59, charges, if any, which may accrue su interest on unpaid charges at 18 per be allowed by law.	bsequent to the date of this notice



## Mylinda Johnson

Operations Supervisor 850-595-4813 mjohnson@escambiaclerk.com

Office of Pam Childers
Escambia County Clerk of the Circuit Court
& Comptroller
221 S. Palafox Street, Suite 110, Pensacola, FL 32502
www.EscambiaClerk.com

Under Florida law, written communication to or from the Escambia County Clerk's Office may be subject to public records disclosure.

Recorded in Public Records 02/14/2012 at 02:16 PM OR Book 6819 Page 993, Instrument #2012011165, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00

This Instrument Was Prepared By And Is To Be Returned To: ROBBIE DEAN, Emerald Coast Utilities Authority 9255 Sturdevant Street Pensacola, Florida 32514-0311

# EMERALD COAST

#### **NOTICE OF LIEN**

## STATE OF FLORIDA COUNTY OF ESCAMBIA

**Customer: PATSY JOHNSON** 

Notice is hereby given that the EMERALD COAST UTILITES AUTHORITY has a lien against the following described real property situated in Escambia County, Florida, for water, wastewater and/or sanitation service provided to the following customer: LT 6 AND N 19 FT OF LT 7 BLK 19 MAXENT TRACT OR 4791 P 1608 CA 104

Account Number: 231248-16523 Amount of Lien: \$105.59 \_, together with additional unpaid utility service charges, if any, which may accrue subsequent to the date of this notice and simple interest on unpaid charges at 18 percent per annum, or at such lesser rate as may be allowed by law. This lien is imposed in accordance with Section 159.17, Florida Statutes, Chapter 92-248, Laws of Florida, as amended and Emerald Coast Utilities Authority Resolution 87-10, as amended, and this lien shall be prior to all other liens on such lands or premises except the lien of state, county, and municipal taxes and shall be on a parity with the lien of such state, county, and municipal taxes. Provided however, that if the above-named customer has conveyed said property by means of deed recorded in the public records of Escambia County, Florida, prior to the recording of this instrument, or if the interest of the above-named customer is foreclosed by a proceeding in which notice of lis pendens has been filed prior to the recording of this instrument, this lien shall be void and of no effect. Dated: STATE OF FLORIDA **COUNTY OF ESCAMBIA** The foregoing instrument was acknowledged before me this \_, 20 <u>12</u> , by <u>ROBBIE DEAN</u> HONWIN the Emerald Coast Utilities Authority, who is personally known to me and who did not take an oath. [Notary Seal] Public - State of Florida JAME D. ROGERS MY COMMISSION # EE 058 EXPIRES: April 12, 2015 RWK:ls Revised 05/31/2011

This Instrument Was Prepared By And Is To Be Returned To:

Cassandra Strickland
Escambia County Utilities Authority
9255 Sturdevant Street
Pensacola, Florida 32514-0311



## SATISFACTION OF LIEN

STATE OF FLORIDA COUNTY OF ESCAMBIA
The EMERALD COAST UTILITIES AUTHORITY (whose mailing address is 9255 Sturdevant Street, Pensacola, FL 32514) hereby acknowledges full payment of certain utility service charges incurred by the following customer,  Patsy Ann Johnson, in the amount of \$ 105.59 and in consideration for such payment cancels
the Notice of Lien for these charges which is recorded in Official Record Book 6819 at Page 993 , of the public
records of Escambia County, Florida.
Emerald Coast Utilities Authority
· Sign:
Type/Printed: Cassandra Strickland
STATE OF FLORIDA COUNTY OF ESCAMBIA
The foregoing instrument was acknowledged before me this 10th day of July 20 25 by Cassandra Strickland of the Emerald Coast Utilities Authority, who is personally known to me and who did not take an oath.
Notary Public – State of Florida
Account No.: 231248-16523
Address: 116 N E St
PENSACOLA, FL 32502

	CLAIM TO SUR	RPLUS PROCEEDS	OF A TAX DEED	SALE	Eley years and the second	
**Lienholder claims must be filed with	in 120 days of	the date of the su	rplus notice or	they are barre	d.	CANAL AND CANAL CA
COMPLETE NOTARIZED FORM AND RETU						
Escambia Clerk of the Circuit Court, Attr	n: Tax Deed Divi	ision, 221 Palafox	Place, Ste 110,	Pensacola FL 3	32502 or email fo	rm to:
taxdeeds@escambiaclerk.com		Clerk Contac	t Number: 850	-595-4813	CONT. Compared the Control of the Control	and the second s
1. TAX DEED CASE INFORMATION		70000				
TAX DEED ACCOUNT NUMBER:	1524	79000			<u>. :</u>	<del>-</del>
CERTIFICATE NUMBER:	2022 TD 7456					
SALE DATE:	1-2-	2025	1 0		205	S SS
PROPERTY ADDRESS:	116 N.	E. Stree	•	,	325 2	<b>₩</b>
**NOTE: The Clerk must pay all valid li	ens before dis	tributing surplus	funds to a titleh	older.	₩	N =88
	I claim the sur	plus proceeds res	sulting from the a	above tax deed	sale.	口黃三
a statement of the water.	I am NOT maki	ing a claim and wa	aive any claim I n	might have.	<b>.</b>	D U 対域
2. CLAIMANT'S INFORMATION	<b>7</b> 1					N PS
CLAIMANT'S NAME:	Rhonde	a L. Sq	LHICE		<del></del>	ᄴᅜ
CONTACT NAME, IF APPLICABLE:	00.1	0	1 0 00	1 200	000 6	-53 KV 2
MAILING ADDRESS:	3806 1	V. 9111 1	tue mp	T. 209	Pen. FL	32503
TELEPHONE NUMBER:		57-727	<u>/</u>		~~~	_
EMAIL ADDRESS:	1Ady10	ove 1 99ac	wg mai i	·com		_
MAIL CHECK TO: (if different address)						<del></del>
I am one of the following:	Lienholder: Titleholder: Other:	<b>⊢</b>	s a lienholder ple s a titleholder ple ner:			. Additional times to the second seco
3. LIENHOLDER INFORMATION (Compl	ete if claim is l	based on a lien ag	gainst the sold p	property)		
MORTGAGE LIEN:	Book#		_ Page# _		Amount due:	
COURT JUDGMENT:	Book#		_ Page# _		Amount due:	
CONDO/HSA LIEN:	Book#		_ Page # _		Amount due:	
OTHER:	Describe other	er:	January Communication of the C	SECTION ALCOHOLY A	Amount due:	kan ta kan kan kan kan kan kan kan kan kan ka
4. TITLEHOLDER INFORMATION (Comp NATURE OF TITLE	lete if claim is	based on title for	merly held on s	sold property)		
DEED:	Book#		_ Page# _	<del></del>		
PROBATE ORDER:	Book#		_ Page# _			
OTHER:	Describe other		. A. (BEZIN) (17.1 12.4.	423.2700	ONE PERMIT	AND THE RESIDENCE OF THE STATE
**( hereby swear under oath and u	4	of perjury that a		Amount of surp	olus claimed:	rect. \$ 69,324
CLAIMANT SIGNATURE: Rhon da	SGLG	we	PRINTED NA	ME: Rhon	da Squ	AIT
TO BE COMPLETED BY A NOTARY	0		STATE OF	Florida		
The foregoing instrument was acknown other instrument was acknown this 215 day of	owledged befo	ore me by mean	s of <u>V</u> physic	cal presence	or_online	· <b>k</b>
	J		NOTARY SIG	NATURE:	( Service )	TER
Personally known Type of ID	-LOL	<del></del>	PRINTED NA		inh Hogo	100
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