

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

0126.79

Applicant Name Applicant Address Property Lescription	JPL INVESTMENTS 3724 SW 72 ST #38 MIAMI, FL 33173	CORP AND	D OCEAN	BANK			
description 2					Application date		Apr 25, 2025
	BURIE EDMOND P 200 ST CHRISTOPHER ST PENSACOLA EL 32534			Certificate #		2023 / 389	
PENSACOLA, FL 32534 200 ST CHRISTOPHER ST 01-4851-100 LT 33 TRAVIS PARK ADDN PB 2 P 48 OR 5497 P 1319			R 54 97 P	Date certificate issued		06/01/2023	
Part 2: Certificates	S Owned by Appl	icant and	Filed wi	th Tax Deed	Applica	tion	
Column 1 Certificate Number	Column Date of Certific			olumn 3		Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2023/389	06/01/20	-	Face Amount of Certificate 472.96			23.65	496.61
					→Part 2: Total*		496.61
Part 3: Other Certi	ificates Redeeme	d by Appl	licant (O	ther than Co	untv)		
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Column		Column 4 Tax Collector's I		Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
‡ 2024/43 4	06/01/2024				6.25	37.61	526.54
						Part 3: Total*	526.54
Part 4: Tax Collec	tor Certified Am	ounts (Lin	ies 1-7)				
1. Cost of all certific	cates in applicant's	possession	and other			y applicant Parts 2 + 3 above)	1,023.15
2. Delinquent taxes	s paid by the applica	ant					0.00
Current taxes paid by the applicant					419.10		
4. Property informa	ation report fee						200.00
5. Tax deed applica	ation fee						175.00
6. Interest accrued	by tax collector und	der s.197.54	2, F.S. (s	ee Tax Collecto	r Instruct	ions, page 2)	0.00
7.		<u> </u>			Total	Paid (Lines 1-6)	1,817.25
certify the above info					y informa	tion report fee, ar	nd tax collector's fees
						Escambia, Florid	la
Sign here:	ure, Tax Collector or Desi				Date	e April 29th, 2	2025

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

Par	rt 5: Clerk of Court Certified Amounts (Lines 8-14)	
8.	Processing tax deed fee	
9.	Certified or registered mail charge	
10.	Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11.	Recording fee for certificate of notice	
12.	Sheriff's fees	
13.	Interest (see Clerk of Court Instructions, page 2)	
14.	Total Paid (Lines 8-13))
15.	Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign I	here: Date of sale 01/07/. Signature, Clerk of Court or Designee	2026

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

Section 197.502, Florida Statutes

Application Number: 2500493

To: Tax Collector of	ESCAMBIA COUNTY	, Florida	
I,			
JPL INVESTMENTS CO 8724 SW 72 ST #382 MIAMI, FL 33173,	ORP AND OCEAN BANK ficate and hereby surrender the	same to the Tax	Collector and make tax deed application thereon:
Account Number	Certificate No.	Date	Legal Description
01-4851-100	2023/389	06-01-2023	LT 33 TRAVIS PARK ADDN PB 2 P 48 OR 5497 P 1319
 redeem all o pay all deline pay all Tax O Sheriff's cost 	s, if applicable.	terest covering th	e property. Clerk of the Court costs, charges and fees, and
which are in my posse	•	ation is based and	d all other certificates of the same legal description
Electronic signature JPL INVESTMENTS 8724 SW 72 ST #38 MIAMI, FL 33173	CORP AND OCEAN BANK		
			<u>04-25-2025</u> Application Date
	Applicant's signature		



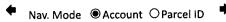
Gary "Bubba" Peters Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

Back



Printer Friendly Version

General Inform	nation
Parcel ID:	0915301102001033
Account:	014851100
Owners:	BURIE EDMOND P
Mail:	200 ST CHRISTOPHER ST PENSACOLA, FL 32534
Situs:	200 ST CHRISTOPHER ST 32534
Use Code:	SINGLE FAMILY RESID 🔑
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford

Escambia County Tax Collector

Assessments					
Year	Land	Imprv	Total	Cap Val	
2024	\$13,200	\$8,570	\$21,770	\$21,770	
2023	\$13,200	\$8,111	\$21,311	\$21,311	
2022	\$13,200	\$7,239	\$20,439	\$20,439	

Disclaimer

Tax Estimator

Change of Address

File for Exemption(s) Online

Report Storm Damage

Sales Data	<u>Type</u>	<u>List:</u>		MANAGEM 1180/09620		
Sale Date	Book	Page	Value	Type	Multi Parcel	Records
09/2004	5497	1319	\$37,000	WD	N	C _o
03/2004	5372	1006	\$100	WD	N	Ľ,
12/2003	5311	1066	\$100	CT	N	C _o
09/1999	4473	1641	\$69,000	WD	N	C _o
0.00	1 1			£ D	Childon	

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

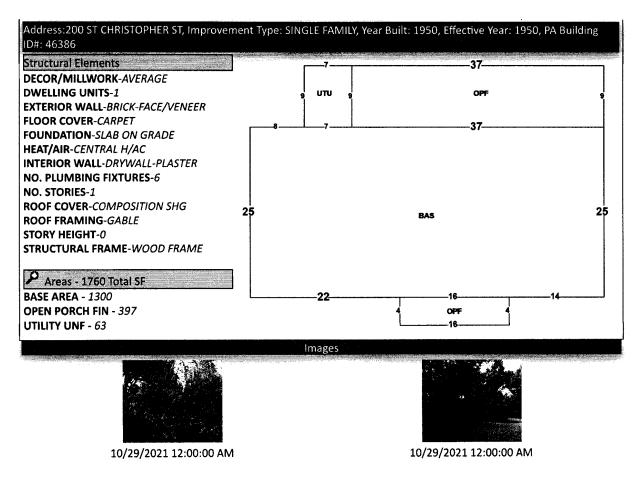
147 5

ADDN PB 2 P 48 OR 5497 P 1319

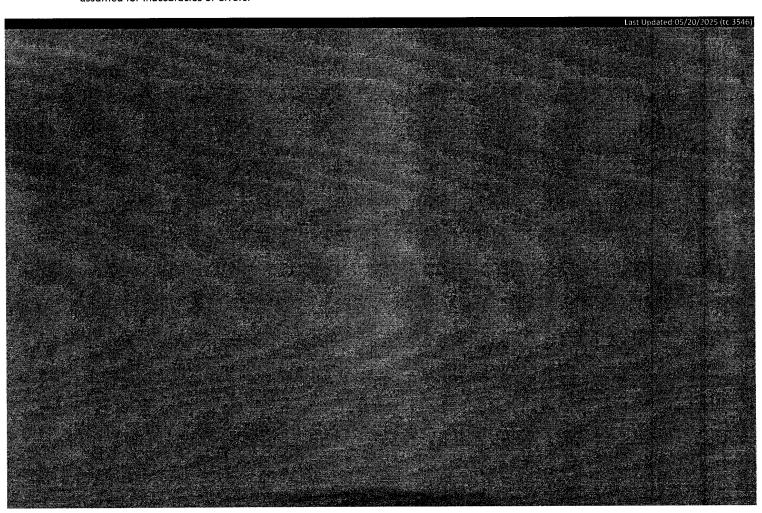
Launch Interactive Map **Parcel Information** Section 310 Map Id: 95 09-1S-30-1 42.6\ 62.9 100 Approx. Acreage: 0.3319 Zoned: 🔑 HDMU Evacuation & Flood 95 95 100 105.95 Information <u>Open</u> Report ST CHRISTOPHER RD DENS

Buildings

View Florida Department of Environmental Protection(DEP) Data



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.



Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2025037289 5/20/2025 4:49 PM OFF REC BK: 9320 PG: 926 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That JPL INVESTMENTS CORP AND OCEAN BANK holder of Tax Certificate No. 00389, issued the 1st day of June, A.D., 2023 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 33 TRAVIS PARK ADDN PB 2 P 48 OR 5497 P 1319

SECTION 09, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 014851100 (0126-79)

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

EDMOND P BURIE

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 January, which is the 7th day of January 2026.

Dated this 20th 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.

COUNT

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

PERDIDO TITLE SOLUTIONS

Precise · Professional · Proven

PROPERTY INFORMATION REPORT

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

THE ATTACHED REPORT IS ISSUED TO:					
SCOTT LUNSFOR	D, ESCAMBIA COUNTY TAX	COLLECTOR			
TAX ACCOUNT #	01-4851-100	CERTIFICATE #:	2023-38	89	
REPORT IS LIMIT	NOT TITLE INSURANCE. THE TED TO THE PERSON(S) EXPR EPORT AS THE RECIPIENT(S)	ESSLY IDENTIFIED B	Y NAME IN THI	E PROPERTY	
listing of the owner tax information and	t prepared in accordance with the (s) of record of the land described a listing and copies of all open or rded in the Official Record Books n page 2 herein.	herein together with cur unsatisfied leases, mort	rrent and delinque gages, judgments	ent ad valorem and	
This Report is subject to: Current year taxes; taxes and assessments due now or in subsequent years; oil, gas, and mineral or any subsurface rights of any kind or nature; easements, restrictions, and covenants of record; encroachments, overlaps, boundary line disputes.					
	ot insure or guarantee the validity surance policy, an opinion of title				
Use of the term "Re	eport" herein refers to the Property	/ Information Report and	I the documents a	ttached hereto.	
Period Searched:	October 16, 2025 to and include	ng October 16, 2025	Abstractor:	Andrew Hunt	
BY					
Malph					

Michael A. Campbell, As President

Dated: October 19, 2025

PROPERTY INFORMATION REPORT

CONTINUATION PAGE

October 19, 2025

Tax Account #: 01-4851-100

1. The Grantee(s) of the last deed(s) of record is/are: **EDMOND P BURIE**

By Virtue of Warranty Deed recorded 9/23/2004 in OR 5497/1319

- 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 Coastal Community Bank c/o Aven Financial Inc recorded 6/7/2023 OR 8989/1637 together with Amendment recorded 5/6/2024 OR 9142/67
 - b. Mortgage in favor of West Capital Lending Inc recorded 6/23/2025 OR 9337/51
 - c. Code Enforcement Order in favor of Escambia County recorded 3/6/2024 OR 9113/100
 - d. Tax Lien in favor of Escambia County recorded 3/21/2022 OR 8745/1660
 - e. Judgment in favor of American Express Centurion Bank recorded 6/3/2011 OR 6727/571
- 4. Taxes:

Taxes for the year(s) 2022-2024 are delinquent.

Tax Account #: 01-4851-100 Assessed Value: \$21,770.00

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 Property Information Report 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 SOLUTIONS

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: PROPERTY INFORMATION REPORT FOR TDA

TAX DEED SALE DATE:	JAN 7, 2026				
TAX ACCOUNT #:	01-4851-100				
CERTIFICATE #:	2023-389				
those persons, firms, and/or agencies haproperty. The above-referenced tax salesale. YES NO Notify City of Pensacola,	, 190 Governmental Center, 32502				
EDMOND P BURIE	COASTAL COMMUNITY BANK				
200 ST CHRISTOPHER ST	C/O AVEN FINANCIAL INC				
PENSACOLA, FL 32534	330 PRIMROSE RD STE 412				
	BURLINGAME, CA 94010				
COASTAL COMMUNITY BANK					
C/O AVEN FINANCIAL INC	WEST CAPITAL LENDING INC				
910 CAMPISI WAY STE 2D	24 EXECUTIVE PARK STE 250				
CAMPBELL, CA 95008	IRVINE, CA 92614				
ESCAMBIA COUNTY	AMERICAN EXPRESS CENTURION BANK				
CODE ENFORCEMENT	777 AMERICAN EXPRESS WAY				
3363 W PARK PL	FORT LAUDERDALE, FL 33337				
PENSACOLA, FL 32505	,				

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

PERDIDO TITLE SOLUTIONS, A DIVISION OF PERDIDO TITLE & ABSTRACT, INC.

BY: Michael A. Campbell, As Its President

Malphel

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

PROPERTY INFORMATION REPORT

October 19, 2025 Tax Account #:01-4851-100

LEGAL DESCRIPTION EXHIBIT "A"

LT 33 TRAVIS PARK ADDN PB 2 P 48 OR 5497 P 1319

SECTION 09, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 01-4851-100(0126-79)

This instrument was prepared by James J. Reeves, Closing Agent for U.S. Department of Housing and Urban Development, Georgia State Office 730 Bayfront Parkway, Suite 4-B Pensacola, FL 32501



OR BK 5497 PG1319 Escambia County, Florida INSTRUMENT 2004-286328

DEED DOC STAMPS PD & ESC CO \$ 259.00 09/23/04 ERNIE LEE MAGAHA, CLERK

Tax Parcel I.D. #091S30-1102-001-033 Grantee(s) S.S. # Old FHA Case # 091-322885 New FHA Case # n/a

DEED FOR FLORIDA

THIS INDENTURE, Made SEPTEMBER 1, 2004, by and between ALPHONSO JACKSON, ACTING SECRETARY, DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, an agency of the UNITED STATES OF AMERICA (hereinafter referred to as "Grantor"), and

EDMOND P. BURIE, a single man

(Property Address) 200 St. Christopher Street, Pensacola, FL 32534

(hereinafter referred to as "Grantee(s)")

WITNESSETH: That the said Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) to him in hand paid and other valuable consideration, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said Grantee(s), and the heirs and assigns of said Grantee(s), forever, all that certain parcel of land lying and being in the County of ESCAMBIA, State of Florida, more particularly described as follows, to-wit:

LOT 33, TRAVIS PARK ADDITION, A SUBDIVISON OF A PORTION OF TRAVIS WATERS ESTATE, SECTION 9, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT BOOK 2, AT PAGE 48 OF THE PUBLIC RECORDS OF SAID COUNTY.

THE EFFECTIVE DATE OF THIS CONVEYANCE IS: SEPTEMBER 10 2004.

BEING the same property acquired by the Grantor pursuant to the provisions of the National Housing Act, as amended (12 USC 1701 et seq.) and the Department of Housing and Urban Development Act (79 Stat. 667).

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof. And also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the Grantor, of, in and to the same, and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD the above granted and described premises with the appurtenances unto the Grantee(s), and the heirs and assigns of said Grantee(s), to their only proper use, benefit and behoof forever.

Page 1 of 2 Pages

HUD-91810 (3-79)

OR BK 5497 PG132C Escambia County, Florida INSTRUMENT 2004-286328

#091-322885

DEED FOR FLORIDA

SUBJECT TO all covenants, restrictions, reservations, easements, conditions and rights appearing of record; and SUBJECT TO any state of facts an accurate survey would show.

AND the said Grantor does hereby specially warrant the title to said land against the lawful claims of all persons claiming by, through or under him.

IN WITNESS WHEREOF, the undersigned has set his/her hand and seal as Authorized Officer of Southeast Alliance of Foreclosure Specialists, LLC, as Prime Contractor for Contract #R-OPC-21230, Attorney-in-Fact for United States Department of Housing and Urban Development, for and on behalf of the said United States Department of Housing and Urban Development, under authority and by virtue of the Code of Federal Regulations, Title 24, Chapter 11, Part 200, Subpart D, and 35 F.R. 16106 (10/14/70), as amended by 39 F.R. 7608 (2/27/74).

> ALPHONSO JACKSON, ACTING SECRETARY DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, an agency of the UNITED STATES OF AMERICA

By: SOUTHEAST ALLIANCE OF FORECLOSURE SPECIALISTS, LLC, AS PRIME CONTRACTOR FOR CONTRACT #R-OPC-21230

Witnesses: Print Name: Print name of above witness AS ITS ATTORNEY IN FACT RCD Sep 23, 2004 10:49 am Escambia County, Florida ERNIE LEE MAGAHA Clerk of the Circuit Cour INSTRUMENT 2004-286328 Print name of above witness STATE OF GEORGIA **COUNTY OF GWINNETT** nannon Before me personally appeared who is personally known to me and known to me to be duly appointed agent for and on behalf of Southeast Alliance of Foreclosure Specialists, LLC as Prime Contractor for Contract #R-OPC-21230, Attorney-in-Fact pursuant to Limited Power of Attorney, for and on behalf of ALPHONSO JACKSON, Acting Secretary, Department of Housing and Urban Development, an Agency of the United States of America; and the person who executed the foregoing instrument bearing date SEPTEMBER 1, 2004, by virtue of the above cited authority, and acknowledged before me that he/she executed same as Attorney-in-Fact for and on behalf of the Department of Housing and Urban Development, as agency of the United States of America, for the purposes therein expressed and further acknowledged that said Limited Power of Attorney has not been revoked or terminated and is in full force and effect as of the date of execution of this Deed. WITNESS my hand and official seal this Yrd day of SEPTEMBER, 2004. Notary Public Notary Public, Gwinnett County, Georgia My commission expires: My Commission Expires Jan. 8, 2008

Page 2 of 2 Pages

(AFFIX NOTARI

HUD-91810 (3-79)

Recorded in Public Records 6/7/2023 9:24 AM OR Book 8989 Page 1637, Instrument #2023045483, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$112.00 MTG Stamps \$87.50 Int. Tax \$50.00

DocuSign Envelope ID: D2634B4E-E11F-432A-9C54-EBB2B224B2F6

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Coastal Community Bank c/o Aven Financial, Inc. 330 Primrose Road Suite 412 Burlingame, CA 94010 CCB NMLS # 462289

Property Address: 200 SAINT CHRISTOPHER ST PENSACOLA, FL 32534

APN: 09-1S-30-1102-001-033

This Instrument Prepared By: Christian Byard, Lien Officer Aven Financial, Inc. 330 Primrose Road Suite 412 Burlingame, CA 94010

12 Carrigue

___[Space Above This Line For Recording Data]__

MORTGAGE

THIS MORTGAGE SECURES FUTURE ADVANCES MADEPURSUANT TO A REVOLVING CREDIT ARRANGEMENT

THIS SECURITY INSTRUMENT SECURES A CREDIT AGREEMENT THAT PROVIDES FOR A VARIABLE INTEREST RATE AND THE RIGHT TO REPAY AND REBORROW ON A REVOLVING BASIS. THE MAXIMUM AMOUNT TO BE ADVANCED PURSUANT TO THE REVOLVING CREDIT AGREEMENT IS \$25,000.00 AND, ACCORDINGLY, LOANS AND ADVANCES UP TO THIS AMOUNT (TOGETHER WITH INTEREST AND FEES) SHALL BE VALID AND HAVE PRIORITY OVER ALL INTERESTS, LIENS AND ENCUMBRANCES RECORDED OR OTHERWISE ATTACHING SUBSEQUENT TO THE DATE HEREOF. This Security Instrument secures a revolving credit loan and shall secure not only presently existing indebtedness under the Credit Agreement, but also future advances, whether those advances are obligatory or to be made

indebtedness under the Credit Agreement, but also future advances, whether those advances are obligatory or to be made at Lender's option, or otherwise, to the same extent as if any such future advances were made on the date of the execution of this Security Instrument, although there may be no advances made at the time of the execution of this Security Instrument, and although there may be no indebtedness outstanding at the time any advance is made. The lien of this Security Instrument will be valid as to all indebtedness secured by this Security Instrument, including future advances, from the time of its filing for record in the recorder's office of the county in which the Property is located. The total amount of indebtedness secured by this Security Instrument may increase or decrease from time to time, as provided in the Credit Agreement, and any advances or disbursements which Lender may make pursuant to the terms of this Security Instrument, the Credit Agreement, or any other related document (including, but not limited to, for payment of taxes, special assessments, insurance premiums or other advances to protect Lender's liens and security interests on the Property) shall be additional indebtedness secured hereby. Except for any deed of trust, mortgage or other voluntary security instrument that is senior in lien priority to this Security Instrument as of the date hereof, this Security Instrument will be valid and have priority over all subsequent liens and encumbrances, including statutory liens, except taxes and assessments levied on the Property not yet due and payable, to the extent of the maximum amount secured hereby.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined under the caption TRANSFER OF RIGHTS IN THE PROPERTY and in Sections 4, 12, 16, 19, 24, and 25. Certain rules regarding the usage of words used in this document are also provided in Section 17.

Parties

(A) "Borrower" is Edmond Burie, currently residing at 200 SAINT CHRISTOPHER ST, PENSACOLA, FL 32534. Borrower is the mortgagor under this Security Instrument.

e/ TaT123063605e1088TT086f8e33T020880326023f8

DocuSign Envelope ID: D2634B4E-E11F-432A-9C54-EBB2B224B2F6

(B) "Lender" is Coastal Community Bank. Lender is a state-chartered commercial bank organized and existing under the laws of the State of Washington. Lender's address is c/o Aven Financial, Inc. 330 Primrose Road Suite 412, Burlingame, CA 94010. Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

Documents

- (C) "Credit Agreement" refers to the Cardholder Account Agreement dated June 1st, 2023 (the "Account Opening Date") and signed by each Borrower who is legally obligated for the debt under the agreement, that is in either: (i) paper form, using Borrower's written pen and ink signature, or (ii) electronic form, using Borrower's adopted Electronic Signature in accordance with the UETA or E-SIGN, as applicable. The Credit Agreement evidences and establishes a revolving line of credit, which obligates Lender to make advances to Borrower so long as Borrower complies with all of the terms and conditions of the Credit Agreement. Such advances may be made, repaid and remade from time to time, subject to the limitation that the total outstanding balance at any one time that Borrower owes Lender shall not exceed an amount equal to the Credit Limit (as defined in the Credit Agreement) of 25,000.00 Dollars (U.S. 25,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than the Maturity Date (as defined in the Credit Agreement), or on such later date as may be permitted in writing, or at such earlier date in the event such indebtedness is accelerated in accordance with the terms of the Credit Agreement and/or this Security Instrument.
- (D) "Security Instrument" means this document, which is dated June 1st, 2023, together with all Riders to this document.

Additional Definitions

- (E) "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.
- (F) "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.
- (G) "Default" means: (i) the failure to pay any Periodic Payment or any other amount secured by this Security Instrument on the date it is due; (ii) a breach of any representation, warranty, covenant, obligation, or agreement in this Security Instrument; (iii) any materially false, misleading, or inaccurate information or statement to Lender provided by Borrower or any persons or entities acting at Borrower's direction or with Borrower's knowledge or consent, or failure to provide Lender with material information in connection with the Loan, as described in Section 8; or (iv) any action or proceeding described in Section 12(e).
- (H) "Electronic Fund 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 or other electronic device capable of communicating with such financial institution, wire transfers, and automated clearinghouse transfers.
- (I) "Electronic Signature" means an "Electronic Signature" as defined in the UETA or E-SIGN, as applicable.
- (J) "E-SIGN" means the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 et seq.), as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.
- (K) "Loan" means the debt obligation evidenced by the Credit Agreement, plus interest, any prepayment charges, costs, expenses, and late charges due under the Credit Agreement, and all sums due under this Security Instrument, plus interest.
- (L) "Loan Servicer" means the entity that has the contractual right to receive Borrower's Periodic Payments and any other payments made by Borrower, and administers the Loan on behalf of Lender. Loan Servicer does not include a subservicer, which is an entity that may service the Loan on behalf of the Loan Servicer.
- (M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (N) "Partial Payment" means any payment by Borrower, other than a voluntary prepayment permitted under the Credit Agreement, which is less than a full outstanding Periodic Payment.
- (0) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Credit Agreement.
- (P) "Property" means the property described below under the heading "TRANSFER OF RIGHTS IN THE PROPERTY."
- (Q) "Rents" means all amounts received by or due Borrower in connection with the lease, use, and/or occupancy of the Property by a party other than Borrower.
- (R) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they may be amended from time to time, or any additional or successor federal legislation or regulation that governs the same subject matter. When used in this Security Instrument, "RESPA" refers to all

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requirements and restrictions that would apply to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

- (S) "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 Credit Agreement and/or this Security Instrument.
- (T) "UETA" means the Uniform Electronic Transactions Act, as enacted by the jurisdiction in which the Property is located, as it may be amended from time to time, or any applicable additional or successor legislation that governs the same subject matter.

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 Credit Agreement (including, without limitation, any future advances made at a time when no indebtedness is currently secured by this Security Instrument), and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Credit Agreement. For this purpose, in consideration of the debt herein created, Borrower mortgages, grants, and conveys to Lender the following described property located in the county of ESCAMBIA, more particularly described in Exhibit A, which currently has the address of

200 SAINT CHRISTOPHER ST, PENSACOLA, FL 32534 ("Property Address")

TOGETHER WITH all the improvements now or subsequently erected on the property, including replacements and additions to the improvements on such property, all property rights, including, without limitation, all easements, appurtenances, royalties, mineral rights, oil or gas rights or profits, water rights, and fixtures now or subsequently a part of the property. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER REPRESENTS, WARRANTS, COVENANTS, AND AGREES that: (i) Borrower lawfully owns and possesses the Property conveyed in this Security Instrument in fee simple or lawfully has the right to use and occupy the Property under a leasehold estate; (ii) Borrower has the right to mortgage, grant, and convey the Property or Borrower's leasehold interest in the Property; and (iii) the Property is unencumbered, and not subject to any other ownership interest in the Property, except for encumbrances and ownership interests of record. Borrower warrants generally the title to the Property and covenants and agrees to defend the title to the Property against all claims and demands, subject to any encumbrances and ownership interests of record as of Loan closing and liens for taxes for the current year not yet due and payable.

Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Prepayment Charges, and Late Charges. Borrower will pay when due the principal of, and interest on, the debt evidenced by the Credit Agreement together with any fees (including without limitation, any transaction fees, late fees, and annual fees) due under the Credit Agreement. Payments due under the Credit Agreement and this Security Instrument will be made in U.S. currency by Electronic Funds Transfer, by phone, or by debit card

Payments are deemed received by Lender when received at the location designated in the Credit Agreement or at such other location as may be designated by Lender in accordance with the notice provisions in Section 16.

No offset or claim which Borrower might have now or in the future against Lender will relieve Borrower from making payments due under the Credit Agreement and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. All payments accepted and applied by Lender will be applied in the order specified in the Credit Agreement.

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

3. Reserved.

4. Charges; Liens. Borrower must pay (a) all taxes, assessments, charges, fines, and impositions attributable to the Property which have priority or may attain priority over this Security Instrument, (b) leasehold payments or ground rents on the Property, if any, and (c) Community Association Dues, Fees, and Assessments, if any.

Borrower must promptly discharge any lien that has priority or may attain priority over this Security Instrument unless Borrower: (aa) 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 under such agreement; (bb) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which Lender determines, in its sole discretion, operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (cc) secures from the holder of the lien an agreement satisfactory to Lender that subordinates the lien to this Security Instrument (collectively, the "Required Actions"). If Lender determines that any part of the Property is subject to a lien that has priority or may attain priority over this Security Instrument and Borrower has not taken any of the Required Actions in

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regard to such lien, Lender may give Borrower a notice identifying the lien. Within 10 days after the date on which that notice is given, Borrower must satisfy the lien or take one or more of the Required Actions.

5. Property Insurance.

(a) Insurance Requirement; Coverages. Borrower must keep the improvements now existing or subsequently 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, winds, and floods, for which Lender requires insurance. Borrower must maintain the types of insurance Lender requires 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, and may exceed any minimum coverage required by Applicable Law. Borrower may choose the insurance carrier providing the insurance, subject to Lender's right to disapprove Borrower's choice, which right will not be exercised unreasonably.

(b) Failure to Maintain Insurance. If Lender has a reasonable basis to believe that Borrower has failed to maintain any of the required insurance coverages described above, Lender may obtain insurance coverage, at Lender's option and at Borrower's expense. Unless required by Applicable Law, Lender is under no obligation to advance premiums for, or to seek to reinstate, any prior lapsed coverage obtained by Borrower. Lender is under no obligation to purchase any particular type or amount of coverage and may select the provider of such insurance in its sole discretion. Before purchasing such coverage, Lender will notify Borrower if required to do so under Applicable Law. Any such coverage will insure Lender, but 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, but not exceeding the coverage required under Section 5(a). Borrower acknowledges that the cost of the insurance coverage so obtained may significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender for costs associated with reinstating Borrower's insurance policy or with placing new insurance under this Section 5 will become additional debt of Borrower secured by this Security Instrument. These amounts will bear interest at the Credit Agreement rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.

(c) Insurance Policies. All insurance policies required by Lender and renewals of such policies: (i) will be subject to Lender's right to disapprove such policies; (ii) must include a standard mortgage clause; and (iii) must name Lender as mortgagee and/or as an additional loss payee. Lender will have the right to hold the policies and renewal certificates. If Lender requires, Borrower will promptly give to Lender proof 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 must include a standard mortgage clause and must name Lender as mortgagee and/or as an additional loss payee.

(d) Proof of Loss; Application of Proceeds. In the event of loss, Borrower must give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Any insurance proceeds, whether or not the underlying insurance was required by Lender, will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and determines that Lender's security will not be lessened by such restoration or repair.

If the Property is to be repaired or restored, Lender will disburse from the insurance proceeds any initial amounts that are necessary to begin the repair or restoration, subject to any restrictions applicable to Lender. During the subsequent repair and restoration period, Lender will 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 (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Lender will not be required to pay Borrower any interest or earnings on such insurance proceeds unless Lender and Borrower agree in writing or Applicable Law requires otherwise. Fees for public adjusters, or other third parties, retained by Borrower will not be paid out of the insurance proceeds and will be the sole obligation of Borrower. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the insurance proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

(e) Insurance Settlements; Assignment of Proceeds. 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 26 or otherwise, Borrower is unconditionally assigning to Lender (i) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Credit Agreement and this Security Instrument, and (ii) 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, to the extent that such rights are applicable to the coverage of the Property. If Lender files, negotiates, or settles a claim, Borrower agrees that any insurance proceeds may be made payable directly to Lender without the need to include Borrower as an additional loss payee. Lender may use the insurance proceeds either to repair or restore the Property (as

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provided in Section 5(d)) or to pay amounts unpaid under the Credit Agreement or this Security Instrument, whether or not then due.

- **6. Occupancy.** Borrower has and will continuously occupy, establish, and use the Property as Borrower's principal residence, unless Lender otherwise agrees in writing, which consent will 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 will 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 must maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless Lender determines pursuant to Section 5 that repair or restoration is not economically feasible, Borrower will promptly repair the Property if damaged to avoid further deterioration or damage. It insurance or condemnation proceeds are paid to Lender in connection with damage to, or the taking of, the Property, Borrower will 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower remains obligated to complete such repair or restoration.

 Lender may make reasonable entries upon and inspections of the Property. If Lender has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender will give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.
- 8. Borrower's Loan Application. Borrower will be in Default if, during the Loan application process, Borrower or any persons or entities acting at Borrower's direction 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, including, but not limited to, overstating Borrower's income or assets, understating or failing to provide documentation of Borrower's debt obligations and liabilities, and misrepresenting Borrower's occupancy or intended occupancy of the Property as Borrower's principal residence.
 - 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.
- (a) Protection of Lender's Interest. If: (i) Borrower fails to perform the covenants and agreements contained in this Security Instrument; (ii) there is a legal proceeding or government order 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 that has priority or may attain priority over this Security Instrument, or to enforce laws or regulations); or (iii) Lender reasonably believes that 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/or 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 may include, but are not limited to: (I) paying any sums secured by a lien that has priority or may attain priority over this Security Instrument; (II) appearing in court; and (III) paying: (A) reasonable attorneys' fees and costs; (B) property inspection and valuation fees; and (C) other fees incurred for the purpose of protecting Lender's 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, exterior and interior inspections of the Property, entering the Property to make repairs, changing locks, replacing or boarding up doors and windows, draining water from pipes, eliminating building or other code violations or dangerous conditions, and having utilities turned on or off. Although Lender may take action under this Section 9, Lender is not required to do so and is not under any duty or obligation to do so. Lender will not be liable for not taking any or all actions authorized under this Section 9.
- (b) Avoiding Foreclosure; Mitigating Losses. If Borrower is in Default, Lender may work with Borrower to avoid foreclosure and/or mitigate Lender's potential losses, but is not obligated to do so unless required by Applicable Law. Lender may take reasonable actions to evaluate Borrower for available alternatives to foreclosure, including, but not limited to, obtaining credit reports, title reports, title insurance, property valuations, subordination agreements, and third-party approvals. Borrower authorizes and consents to these actions. Any costs associated with such loss mitigation activities may be paid by Lender and recovered from Borrower as described below in Section 9(c), unless prohibited by Applicable Law.
- (c) Additional Amounts Secured. Any amounts disbursed by Lender under this Section 9 will become additional debt of Borrower secured by this Security Instrument. These amounts may bear interest at the Credit Agreement rate from the date of disbursement and will be payable, with such interest, upon notice from Lender to Borrower requesting payment.
- (d) Leasehold Terms. If this Security Instrument is on a leasehold, Borrower will comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title will not merge unless Lender agrees to the merger in writing.
 - 10. Reserved.
 - 11. Reserved
 - 12. Assignment and Application of Miscellaneous Proceeds; Forfeiture.

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- (a) Assignment of Miscellaneous Proceeds. Borrower is unconditionally assigning the right to receive all Miscellaneous Proceeds to Lender and agrees that such amounts will be paid to Lender.
- (b) Application of Miscellaneous Proceeds upon Damage to Property. If the Property is damaged, any Miscellaneous Proceeds will be applied to restoration or repair of the Property, if Lender deems the restoration or repair to be economically feasible and Lender's security will not be lessened by such restoration or repair. During such repair and restoration period, Lender will have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction (which may include satisfying Lender's minimum eligibility requirements for persons repairing the Property, including, but not limited to, licensing, bond, and insurance requirements) provided that such inspection must 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, depending on the size of the repair or restoration, the terms of the repair agreement, and whether Borrower is in Default on the Loan. Lender may make such disbursements directly to Borrower, to the person repairing or restoring the Property, or payable jointly to both. Unless Lender and Borrower agree in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender will not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If Lender deems the restoration or repair not to be economically feasible or Lender's security would be lessened by such restoration or repair, the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.
- (c) Application of Miscellaneous Proceeds upon Condemnation, Destruction, or Loss in Value of the Property. In the event of a total taking, destruction, or loss in value of the Property, all of the Miscellaneous Proceeds will 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 (each, a "Partial Devaluation") where the fair market value of the Property immediately before the Partial Devaluation is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the Partial Devaluation, a percentage of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument unless Borrower and Lender otherwise agree in writing. The amount of the Miscellaneous Proceeds that will be so applied is determined by multiplying the total amount of the Miscellaneous Proceeds by a percentage calculated by taking (i) the total amount of the sums secured immediately before the Partial Devaluation, and dividing it by (ii) the fair market value of the Property immediately before the Partial Devaluation. Any balance of the Miscellaneous Proceeds will be paid to Borrower.

In the event of a Partial Devaluation where the fair market value of the Property immediately before the Partial Devaluation is less than the amount of the sums secured immediately before the Partial Devaluation, all of the Miscellaneous Proceeds will be applied to the sums secured by this Security Instrument, whether or not the sums are then due, unless Borrower and Lender otherwise agree in writing.

- (d) Settlement of Claims. Lender is authorized to collect and apply the Miscellaneous Proceeds either to the sums secured by this Security Instrument, whether or not then due, or to restoration or repair of the Property, if Borrower (i) abandons the Property, or (ii) fails to respond to Lender within 30 days after the date Lender notifies Borrower that the Opposing Party (as defined in the next sentence) offers to settle a claim for damages. "Opposing Party" means the third party that owes Borrower the Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to the Miscellaneous Proceeds.
- (e) Proceeding Affecting Lender's Interest in the Property. Borrower will be in Default if any action or proceeding begins, whether civil or criminal, 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 20, 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. Borrower is unconditionally assigning to Lender the proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property, which proceeds will be paid to Lender.
- 13. Borrower Not Released; Forbearance by Lender Not a Waiver. Borrower or any Successor in Interest of Borrower will not be released from liability under this Security Instrument if Lender extends the time for payment or modifies the amortization of the sums secured by this Security Instrument. Lender will 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, will not be a waiver of, or preclude the exercise of, any right or remedy by Lender.
- 14. Joint and Several Liability; Signatories; Successors and Assigns Bound. Borrower's obligations and liability under this Security Instrument will be joint and several. However, any Borrower who signs this Security Instrument but does not sign the Credit Agreement: (a) signs this Security Instrument to mortgage, grant, and convey such Borrower's interest in the Property under the terms of this Security Instrument; (b) signs this Security Instrument to waive any applicable inchoate rights such as dower and curtesy and any available homestead exemptions; (c) signs this Security Instrument to assign any Miscellaneous Proceeds, Rents, or other earnings from the Property to Lender; (d) is not

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personally obligated to pay the sums due under the Credit Agreement or this Security Instrument; and (e) agrees that Lender and any other Borrower can agree to extend, modify, forbear, or make any accommodations with regard to the terms of the Credit Agreement or this Security Instrument without such Borrower's consent and without affecting such Borrower's obligations under this Security Instrument.

Subject to the provisions of Section 19, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, will obtain all of Borrower's rights, obligations, and benefits under this Security Instrument. Borrower will not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing.

15. Loan Charges.

- (a) Tax and Flood Determination Fees. Lender may require Borrower to pay (i) a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan, and (ii) 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 that reasonably might affect such determination or certification. Borrower will also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency, or any successor agency, at any time during the Loan term, in connection with any flood zone determinations.
- (b) Default Charges. If permitted under Applicable Law, Lender may charge Borrower fees for services performed in connection with Borrower's Default to protect Lender's interest in the Property and rights under this Security Instrument, including: (i) reasonable attorneys' fees and costs; (ii) property inspection, valuation, mediation, and loss mitigation fees; and (iii) other related fees.
- (c) Permissibility of Fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower should 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.
- (d) Savings Clause. If Applicable Law 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 (i) any such loan charge will be reduced by the amount necessary to reduce the charge to the permitted limit, and (ii) 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 Credit Agreement 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 Credit Agreement). To the extent permitted by Applicable Law, 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.
- **16. Notices; Borrower's Physical Address.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing.
- (a) Notices to Borrower. Unless Applicable Law requires a different method, any written notice to Borrower in connection with this Security Instrument will be deemed to have been given to Borrower when (i) mailed by first class mail, or (ii) actually delivered to Borrower's Notice Address (as defined in Section 16(c) below) if sent by means other than first class mail or Electronic Communication (as defined in Section 16(b) below). Notice to any one Borrower will constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. If any notice to Borrower required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.
- (b) Electronic Notice to Borrower. Unless another delivery method is required by Applicable Law, Lender may provide notice to Borrower by e-mail or other electronic communication ("Electronic Communication") if: (i) agreed to by Lender and Borrower in writing; (ii) Borrower has provided Lender with Borrower's e-mail or other electronic address ("Electronic Address"); (iii) Lender provides Borrower with the option to receive notices by first class mail or by other non-Electronic Communication instead of by Electronic Communication; and (iv) Lender otherwise complies with Applicable Law. Any notice to Borrower sent by Electronic Communication in connection with this Security Instrument will be deemed to have been given to Borrower when sent unless Lender becomes aware that such notice is not delivered. If Lender becomes aware that any notice sent by Electronic Communication is not delivered, Lender will resend such communication to Borrower by first class mail or by other non-Electronic Communication. Borrower may withdraw the agreement to receive Electronic Communications from Lender at any time by providing written notice to Lender of Borrower's withdrawal of such agreement.
- (c) Borrower's Notice Address. The address to which Lender will send Borrower notice ("Notice Address") will be the Property Address unless Borrower has designated a different address by written notice to Lender. If Lender and Borrower have agreed that notice may be given by Electronic Communication, then Borrower may designate an Electronic Address as Notice Address. Borrower will promptly notify Lender of Borrower's change of Notice Address, including any changes to Borrower's Electronic Address if designated as Notice Address. If Lender specifies a procedure for reporting Borrower's change of Notice Address, then Borrower will report a change of Notice Address only through that specified procedure.

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(d) Notices to Lender. Any notice to Lender will be given by delivering it or by mailing it by first class mail to Lender's address stated in this Security Instrument unless Lender has designated another address (including an Electronic Address) by notice to Borrower. Any notice in connection with this Security Instrument will be deemed to have been given to Lender only when actually received by Lender at Lender's designated address (which may include an Electronic Address). If any notice to Lender required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

(e) Borrower's Physical Address. In addition to the designated Notice Address, Borrower will provide Lender with the address where Borrower physically resides, if different from the Property Address, and notify Lender whenever this address changes.

17. Governing Law; Severability; Rules of Construction. This Security Instrument is governed by federal law and the law of the State of Florida. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. If any provision of this Security Instrument or the Credit Agreement conflicts with Applicable Law (i) such conflict will not affect other provisions of this Security Instrument or the Credit Agreement that can be given effect without the conflicting provision, and (ii) such conflicting provision, to the extent possible, will be considered modified to comply with Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence should not be construed as a prohibition against agreement by contract. Any action required under this Security Instrument to be made in accordance with Applicable Law is to be made in accordance with the Applicable Law in effect at the time the action is undertaken.

As used in this Security Instrument: (a) words in the singular will mean and include the plural and vice versa; (b) the word "may" gives sole discretion without any obligation to take any action; (c) any reference to "Section" in this document refers to Sections contained in this Security Instrument unless otherwise noted; and (d) the headings and captions are inserted for convenience of reference and do not define, limit, or describe the scope or intent of this Security Instrument or any particular Section, paragraph, or provision.

18. Borrower's Copy. One Borrower will be given one copy of the Credit Agreement and of this Security Instrument.

19. Transfer of the Property or a Beneficial Interest in Borrower. For purposes of this Section 19 only, "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 to a purchaser at a future date.

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, Lender will not exercise this option if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is given in accordance with Section 16 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to, or upon, the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower and will be entitled to collect all expenses incurred in pursuing such remedies, including, but not limited to: (a) reasonable attorneys' fees and costs; (b) property inspection and valuation fees; and (c) other fees incurred to protect Lender's Interest in the Property and/or rights under this Security Instrument.

20. Borrower's Right to Reinstate the Loan after Acceleration. If Borrower meets certain conditions, Borrower will have the right to reinstate the Loan and have enforcement of this Security Instrument discontinued at any time up to the earliest of (a) five days before any foreclosure sale of the Property, or (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate. This right to reinstate will not apply in the case of acceleration under Section 19.

To reinstate the Loan, Borrower must satisfy all of the following conditions: (aa) pay Lender all sums that then would be due under this Security Instrument and the Credit Agreement as if no acceleration had occurred; (bb) cure any Default of any other covenants or agreements under this Security Instrument or the Credit Agreement; (cc) pay all expenses incurred in enforcing this Security Instrument or the Credit Agreement, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument or the Credit Agreement; and (dd) take such action as Lender may reasonably require to assure that Lender's interest in the Property and/or rights under this Security Instrument or the Credit Agreement, and Borrower's obligation to pay the sums secured by this Security Instrument or the Credit Agreement, will 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: (aaa) cash; (bbb) money order; (ccc) 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 U.S. federal agency, instrumentality, or entity; or (ddd) Electronic Fund Transfer. Upon Borrower's reinstatement of the Loan, this Security Instrument and obligations secured by this Security Instrument will remain fully effective as if no acceleration had occurred.

21. Sale of Credit Agreement. The Credit Agreement or a partial interest in the Credit Agreement, together with this Security Instrument, may be sold or otherwise transferred one or more times. Upon such a sale or other transfer, all of

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Lender's rights and obligations under this Security Instrument will convey to Lender's successors and assigns.

22. Loan Servicer. Lender may take any action permitted under this Security Instrument through the Loan Servicer or another authorized representative, such as a sub-servicer. Borrower understands that the Loan Servicer or other authorized representative of Lender has the right and authority to take any such action.

The Loan Servicer may change one or more times during the term of the Credit Agreement. The Loan Servicer may or may not be the holder of the Credit Agreement. The Loan Servicer has the right and authority to: (a) collect Periodic Payments and any other amounts due under the Credit Agreement and this Security Instrument; (b) perform any other mortgage loan servicing obligations; and (c) exercise any rights under the Credit Agreement, this Security Instrument, and Applicable Law on behalf of Lender. 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.

23. Notice of Grievance. Until Borrower or Lender has notified the other party (in accordance with Section 16) of an alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action, neither Borrower nor Lender may commence, join, or be joined to any judicial action (either as an individual litigant or a member of a class) that (a) arises from the other party's actions pursuant to this Security Instrument or the Credit Agreement, or (b) alleges that the other party has breached any provision of this Security Instrument or the Credit Agreement. If Applicable Law provides a time period that must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this Section 23. The notice given to Borrower pursuant to Section 26(a) and the notice of acceleration given to Borrower pursuant to Section 19 will be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 23.

24. Hazardous Substances.

(a) Definitions. As used in this Section 24: (i) "Environmental Law" means any Applicable Laws where the Property is located that relate to health, safety, or environmental protection; (ii) "Hazardous Substances" include (A) those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law, and (B) the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, corrosive materials or agents, and radioactive materials; (iii) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (iv) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

(b) Restrictions on Use of Hazardous Substances. Borrower will 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 will not do, nor allow anyone else to do, anything affecting the Property that: (i) violates Environmental Law; (ii) creates an Environmental Condition; or (iii) due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects or could adversely affect the value of the Property. The preceding two sentences will 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).

(c) Notices; Remedial Actions. Borrower will promptly give Lender written notice of: (i) 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; (ii) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance; and (iii) any condition caused by the presence, use, or release of a Hazardous Substance that 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 will promptly take all necessary remedial actions in accordance with Environmental Law. Nothing in this Security Instrument will create any obligation on Lender for an Environmental Cleanup.

25. Electronic Credit Agreement Signed with Borrower's Electronic Signature. If the Credit Agreement evidencing the debt for this Loan is electronic, Borrower acknowledges and represents to Lender that Borrower: (a) expressly consented and intended to sign the electronic Credit Agreement using an Electronic Signature adopted by Borrower ("Borrower's Electronic Signature") instead of signing a paper Credit Agreement with Borrower's written pen and ink signature; (b) did not withdraw Borrower's express consent to sign the electronic Credit Agreement using Borrower's Electronic Signature; (c) understood that by signing the electronic Credit Agreement using Borrower's Electronic Signature, Borrower promised to pay the debt evidenced by the electronic Credit Agreement in accordance with its terms; and (d) signed the electronic Credit Agreement with Borrower's Electronic Signature with the intent and understanding that by doing so, Borrower promised to pay the debt evidenced by the electronic Credit Agreement in accordance with its terms.

26. Acceleration; Remedies.

(a) Notice. Lender will give a notice to Borrower prior to acceleration following Borrower's Default, except that such notice will not be sent when Lender exercises its right under Section 19 unless Applicable Law provides otherwise. The notice will specify, in addition to any other information required by Applicable Law: (i) the Default; (ii) the action required to cure the Default; (iii) a date, not less than 30 days (or as otherwise specified by Applicable Law) from the date the notice is

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given to Borrower, by which the Default must be cured; (iv) 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; (v) Borrower's right to reinstate after acceleration; and (vi) Borrower's right to deny in the foreclosure proceeding the existence of a Default or to assert any other defense of Borrower to acceleration and foreclosure.

- (b) Acceleration; Foreclosure; Expenses. If the Default is not cured on or before the date specified in the notice, Lender 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 will be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 26, including, but not limited to: (i) reasonable attorneys' fees and costs; (ii) property inspection and valuation fees; and (iii) other fees incurred to protect Lender's interest in the Property and/or rights under this Security Instrument.
- 27. Release. Upon payment of all sums secured by this Security Instrument, Lender will release this Security Instrument. Borrower will pay any recordation costs associated with such release. 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.
- 28. Attorneys' Fees. As used in this Security Instrument and the Credit Agreement, attorneys' fees will include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.
- 29. Jury Trial Waiver. The Borrower 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 Credit Agreement.

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Signature Page for Mortgage

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider signed by Borrower and recorded with it.

Signed, sealed, and delivered in the presence of:

DocuSigned by:

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Edmond Burie

Date: 6/1/2023

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NOTARIAL CERTIFICATE

Remote Acknowledgement for Principal Located in the US

Title of Document(s): Mortgage

State of Montana County of Missoula

This record was acknowledged before me by the use of communication technology on 6/1/2023 , by Edmond Burie, who was located in PENSACOLA, FL at the time of this notarial act.

-DocuSigned by:

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Brett Dringman, Notary Public

Notarized online using audio-visual communication

BRETT DRINGMAN
NOTARY PUBLIC for the
State of Montana
Residing at Missoula, Montana
My Commission Expires
May 12, 2026

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EXHIBIT A-PROPERTY LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE STATE OF FL, COUNTY OF ESCAMBIA, WITH A SITUS ADDRESS OF 200 SAINT CHRISTOPHER ST, PENSACOLA FL 32534-1146 R012 CURRENTLY OWNED BY BURIE EDMOND P HAVING A TAX ASSESSOR NUMBER OF 09-1S-30-1102-001-033 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS LT 33 TRAVIS PARK ADDN PB 2 P 48 OR 5497 P 1319 AND DESCRIBED IN DOCUMENT NUMBER 5497-1319 DATED 09/01/2004 AND RECORDED 09/23/2004 .

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Recorded in Public Records 5/6/2024 9:08 AM OR Book 9142 Page 67, Instrument #2024033997, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$44.00 MTG Stamps \$103.25 Int. Tax \$59.00

DocuSign Envelope ID: 79D0FD3B-8B76-4E4D-AB3F-8FCF8C69783D

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:

Coastal Community Bank c/o Aven Financial, Inc. 910 Campisi Way Suite 2D Campbell, CA 95008 CCB NMLS # 462289

Property Address: 200 SAINT CHRISTOPHER ST PENSACOLA, FL 32534

APN: 09-1S-30-1102-001-033

This Instrument Prepared By: Auguste Goodell, Lien Officer Aven Financial, Inc. 910 Campisi Way Suite 2D Campbell, CA 95008



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AMENDMENT TO DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined as follows. Any capitalized terms not defined herein shall have the same meaning as set forth in the Security Instrument, Original Credit Agreement, or Credit Agreement

Amendment.

- (A) "Security Instrument" means the Deed of Trust recorded in the Office of the Recorder on June 7th, 2023, as Document No. 2023045483 BOOK 8989 PAGE 1637-1649 for land in the county of ESCAMBIA.
- **(B)** "Borrower" is each person listed below. Borrower's address is: 200 SAINT CHRISTOPHER ST, PENSACOLA, FL 32534. Borrower is the trustor under the Security Instrument.
- Primary applicant: Edmond Burie
- (C) "Lender" is Coastal Community Bank c/o Aven Financial, Inc.. Lender is a Washington state-chartered commercial bank organized and existing under the laws of the State of Washington. Lender's address is c/o Aven Financial, Inc. 910 Campisi Way Suite 2D, Campbell, CA 95008. Lender is the beneficiary under the Security Instrument.
- (F) "Property" means the real property located at 200 SAINT CHRISTOPHER ST, PENSACOLA, FL 32534.
- (E) "Original Credit Agreement" refers to the Cardholder Account Agreement signed by Borrower and dated June 1st, 2023
- **(G) "Credit Agreement Amendment"** refers to any amendment, addendum, or supplement to the Original Credit Agreement, or any other signed and dated document updating or amending terms in the Original Credit Agreement.

AGREEMENT

This Amendment to Deed of Trust ("Amendment"), dated April 16th, 2024, is an agreement by Lender and Borrower to amend and supplement the Security Instrument. Notwithstanding the modifications outlined below, all terms, conditions, and provisions of the Security Instrument not otherwise modified herein, are hereby ratified and confirmed. This Amendment is made part of the Security Instrument and has the same force and effect as if the terms and conditions hereof were originally incorporated in the Security Instrument.

Now, in consideration of the mutual benefits inuring to each other, it is understood and agreed by and between Lender and Borrower that the terms and conditions of the Security Instrument are modified as follows:

1. Amendment to Secured Agreement. Whereas the Security Instrument initially secured the Original Credit Agreement, Lender and Borrower agree to amend the Security Instrument to secure the Credit Agreement Amendment.

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2. Amendment to Credit Limit. Whereas the Original Credit Agreement extended a Credit Limit (as defined in the Original Credit Agreement) of \$25,000 Dollars (U.S. \$25,000), Lender and Borrower agree to amend the Security Instrument to reflect a Credit Limit of \$54,500 Dollars (U.S. \$54,500) pursuant to the Credit Agreement Amendment signed by the Borrower and dated April 16th, 2024.

Accordingly:

THIS AMENDMENT SECURES A CREDIT AGREEMENT AMENDMENT THAT PROVIDES FOR A VARIABLE RATE AND THE RIGHT TO REPAY AND REBORROW ON A REVOLVING BASIS. THE MAXIMUM AMOUNT TO BE ADVANCED PURSUANT TO THE CREDIT AGREEMENT AMENDMENT IS \$54,500 AND, ACCORDINGLY, LOANS AND ADVANCES UP TO THIS AMOUNT (TOGETHER WITH INTEREST AND FEES) SHALL BE VALID AND HAVE PRIORITY OVER ALL INTEREST, LIENS AND ENCUMBRANCES RECORDED OR OTHERWISE ATTACHING SUBSEQUENT TO THE DATE HEREOF. This Amendment secures a revolving credit loan and shall secure not only presently existing indebtedness under the Credit Agreement Amendment, but also future advances, whether those advances are obligatory or to be made at Lender's option, or otherwise, to the same extent as if any such future advances were made on the date of the execution of this Amendment, although there may be no advances made at the time of the execution of this Amendment and although there may be no indebtedness outstanding at the time any advance is made. The lien of this Amendment will be valid as to all indebtedness secured by this Amendment, including future advances, from the time of its filing for record in the recorder's office of the county in which the Property is located. The total amount of indebtedness secured by this Amendment may increase or decrease from time to time, as provided in the Credit Agreement Amendment, and any advances or disbursements which Lender may make pursuant to the terms of this Amendment, the Credit Agreement Amendment, or any other related document (including, but not limited to, for payment of taxes, special assessments, insurance premiums or other advances to protect Lender's liens and security interests on the Property) shall be additional indebtedness secured hereby. Except for any deed of trust, mortgage or other voluntary security instrument that is senior in lien priority to this Amendment as of the date the Amendment was recorded, this Amendment will be valid and have priority over all subsequent liens and encumbrances, including statutory liens, except taxes and assessments levied on the Property not yet due and payable, to the extent of the maximum amount secured hereby.

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Date: 4/16/2024

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Signature Page for Amendment to Deed of Trust

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Amended Deed of Trust, including those provisions provided in the Amendment.

DocuSigned by:

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Edmond Burie

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NOTARIAL CERTIFICATE

Remote Acknowledgement for Principal Located in the US

Title of Document(s): Amendment to Deed of Trust

State of Montana County of Jefferson

This record was acknowledged before me by the use of communication technology on $\frac{4/16/2024}{}$, by Edmond Burie, who was located in PENSACOLA, FL at the time of this notarial act.

DocuSigned by:

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Lorrie L Biltoft, Notary Public

Notarized online using audio-visual communication

DocuSigned by:

SEAL STATE OF MONTH

LORRIE L. BILTOFT NOTARY PUBLIC for the State of Montana Residing at Clancy, Montana My Commission Expires October 9, 2025

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EXHIBIT A-PROPERTY LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE STATE OF FL, COUNTY OF ESCAMBIA, WITH A SITUS ADDRESS OF 200 SAINT CHRISTOPHER ST, PENSACOLA FL 32534-1146 R012 CURRENTLY OWNED BY BURIE EDMOND P HAVING A TAX ASSESSOR NUMBER OF 09-1S-30-1102-001-033 AND BEING THE SAME PROPERTY MORE FULLY DESCRIBED AS LT 33 TRAVIS PARK ADDN PB 2 P 48 OR 5497 P 1319 AND DESCRIBED IN DOCUMENT NUMBER 5497-1319 DATED 09/01/2004 AND RECORDED 09/23/2004 .

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Recorded in Public Records 6/23/2025 1:15 PM OR Book 9337 Page 51, Instrument #2025046758, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$95.00 MTG Stamps \$490.00 Int. Tax \$279.93

> Prepared By: Isaac Gregory Sinsun, MLO West Capital Lending, Inc. 24 Executive Park, Suite 250 Irvine, CA 92614

After Recording Return To: Figure Lending LLC Attn: Indecomm Global Services 1427 Energy Park Drive, St. Payl, MN 55108

[Reserved]

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$139,966.98, plus interest, and amounts expended or advanced by Mortgagee for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

FLORIDA OPEN-END MORTGAGE (Securing Future Advances)

Loan Id: 1-25142-3876

Date: 06/05/2025

Burie

When Recorded Return To: Indecomm Global Services 1427 Energy Park Drive St. Paul, MN 55108 \$265 9374 ULI: 9845005CL072A3E68487125142387627 DART Phone: 1-888-488-9883

Or visit www.dartinc.io

THIS OPEN-END MORTGAGE ("Mortgage") is made on 06/05/2025.

- (A) The mortgagor(s) is/are Edmond Burie, whose address is 200 SAINT CHRISTOPHER ST PENSACOLA, FL 32534.
- (B) The Lender is West Capital Lending, Inc. ("Lender"), its successors and assigns, whose address is 24 Executive Park, Suite 250, Irvine, CA 92614.
- (C) "DART" is DART Collateral Manager LLC. DART is a separate company that is acting solely as a nominee for Lender and Lender's successors and assigns. **DART is the mortgagee under this Mortgage.** DART is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 32817, Charlotte, NC 28232, tel.1-888-488-9883.

In this Mortgage, the terms "you," "your" and "yours" refer to the mortgagor(s). The terms "we," "us" and "our" refer to West Capital Lending, Inc., its successors and assigns.

Pursuant to a WCL Home Equity Line of Credit Agreement, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions ("Agreement") dated 06/05/2025, Edmond Burie ("Borrower") may incur indebtedness in amounts fluctuating from time to time up to a credit limit of U.S. \$139,966.98. The Agreement is a revolving, open-end line of credit. The Agreement provides for monthly payments of principal and interest. All amounts due under the Agreement must be paid in full not later than 07/01/2055. Additional draws may be taken under the Agreement and each draw may have a different interest rate, as set

forth more fully in the Agreement, and, as a result, the dollar amount of the monthly payments of principal and interest required under the Agreement may increase

NOTE TO RECORDER: FLORIDA DOCUMENTARY STAMP TAXES IN THE AMOUNT OF \$490.00 AND NON-RECURRING INTANGIBLE TAXES IN THE AMOUNT OF \$279.93 DUE ON ACCOUNT OF THE INDEBTEDNESS SECURED IN THE AMOUNT OF \$139,966.98 ARE HEREBY ARE BEING PAID UPON RECORDATION OF THIS MORTGAGE IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA

Pursuant to the terms of the Agreement, Borrower may request draws from time to time, subject to the credit limit and other limitations contained in the Agreement. Each draw will be recorded in our books and records and will be due and payable no later than the end of its repayment period as set forth in the Agreement. All draws, with interest thereon, and all and other amounts Borrower owes us under the Agreement will be secured by this Mortgage. You agree that all draws taken by Borrower will be considered draws taken to or for the benefit of each or any of you, even if you did not sign the Agreement and even if you did not request the draw.

You agree that this Mortgage will continue to secure all draws now or later taken under the terms of the Agreement, including draws taken whether or not at the time a draw is taken there is any principal balance outstanding under the Agreement. The parties agree that this Mortgage will secure unpaid draws, interest, future draws, and all other amounts due under this Mortgage and the Agreement.

This Mortgage secures to us: (a) the repayment of all amounts owed to us under the Agreement, including future draws, and all refinancings, renewals, extensions and modifications of the Agreement; (b) the payment of all other amounts, with interest, advanced under this Mortgage to protect the security of this Mortgage; and (c) the performance of your covenants and agreements under this Mortgage and the Agreement. For this purpose, you hereby mortgage, grant and convey to DART (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of DART the following described property located in ESCAMBIA County, Florida: described on exhibit A attached hereto

which has the address of 200 SAINT CHRISTOPHER ST, PENSACOLA, Florida 32534 ("Property Address"):

TOGETHER WITH all the improvements now or later erected on the property, and all easements, rights, appurtenances, and fixtures now or later a part of the property. All replacements and additions will also be covered by this Mortgage. All of the foregoing is referred to in this Mortgage as the "Property." You understand and agree that DART holds only legal title to the interests granted by you in this Mortgage, but, if necessary to comply with law or custom, DART (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclosure and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Mortgage.

YOU COVENANT that you are lawfully seized of the estate conveyed in this Mortgage and have the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. You warrant and will

defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

YOU AND WE covenant and agree as follows:

- 1. Payment of Principal, Interest and Other Charges. Borrower will pay when due the principal, interest and all other amounts owing under the Agreement and all other amounts due under this Mortgage.
- 2. Application of Payments. Unless applicable law provides otherwise, all payments received by us under the Agreement and Section 1 will be applied by us as provided in the Agreement.
- Prior Mortgages; Charges; Liens. You will perform all of your obligations under any mortgage, deed of trust or other security instruments with a lien which has priority over this Mortgage, including your covenants to make payments when due. You will pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Mortgage or any advance under this Mortgage, and leasehold payments or ground rents, if any. Upon our request, you will promptly furnish to us all notices of amounts to be paid under this Section and receipts evidencing any such payments you make directly. You will promptly discharge any lien (other than a lien disclosed to us in your application or in any title report we obtained) which has priority over this Mortgage or any advance under this Mortgage. You shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Mortgage by which that agreement is modified, amended, extended, or renewed without the prior written consent of us. You shall neither request nor accept any future advances under any such security agreement without the prior written consent of Mortgagee.

AUTHORIZATION TO OTHER LIEN HOLDERS. The mortgagor hereby authorizes the holder of any other mortgage, lien or encumbrance on any portion of the Property to disclose to the mortgagee any and all information the mortgagee may request, including, without limitation: (1) the amount of any indebtedness or obligation secured by such mortgage, lien or encumbrance; (2) the amount of such indebtedness or obligation that is unpaid; (3) whether any amount owed on such indebtedness or obligation is or has been in arrears; (4) whether there is or has been any default with respect to such mortgage, lien or encumbrance or the indebtedness or obligation secured thereby; and (5) any other information regarding such mortgage, lien or encumbrance or the indebtedness or obligation secured thereby which the mortgagee may request from time to time. This authorization shall be effective without any further action, notice, authorization or consent from the mortgagor and shall remain in full force and effect for so long as this Mortgage remains unsatisfied and has not been released.

We specifically reserve to ourself and our successors and assigns the unilateral right to require, upon notice, that Borrower pay to us on the day monthly payments are due an amount equal to one-twelfth (1/12) 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 (1/12) of yearly premium installments for hazard and mortgage insurance, all as we reasonably estimate initially and from time to time, as allowed by and in accordance with applicable law.

4. Hazard Insurance. You will keep the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding and earthquakes, for which we require insurance. This insurance will be maintained in the amounts and for the periods that we require. You may choose any insurer reasonably acceptable to us. Insurance policies and renewals will be acceptable to us and will include a standard mortgagee clause. If we require, you will promptly give us all receipts of paid premiums and renewal notices. If you fail to maintain coverage as required in this Section, you authorize us to obtain such coverage as we in our sole discretion determine appropriate to protect our interest in the Property in accordance with the provisions in Section 6. You understand and agree that any coverage we purchase may cover only our interest in the Property and may not cover your interest in the Property or any personal property. You also understand and agree that the premium for any insurance may be higher than the premium you would pay for the insurance. You will promptly notify the insurer and us of any loss. We may make proof of loss if you do not promptly do so.

We may also, at our option and on your behalf, adjust and compromise any claims under any insurance, give releases or acquittances to the insurance company in connection with the settlement of any claim and collect and receive insurance proceeds. You appoint us as your attorney-in-fact to do all of the foregoing, which appointment you understand and agree is irrevocable, coupled with an interest with full power of substitution and will not be affected by your subsequent disability or incompetence.

Insurance proceeds will be applied to restore or repair the Property damaged, if restoration or repair is economically feasible and our security would not be lessened. Otherwise, insurance proceeds will be applied to amounts secured by this Mortgage, whether or not then due, with any excess paid to you. If you abandon the Property, or do not answer within 30 days our notice to you that the insurer has offered to settle a claim, we may then collect and use the proceeds to repair or restore the Property or to pay amounts secured by this Mortgage, whether or not then due. The 30-day period will begin when notice is given. Any application of proceeds to principal will not require us to extend or postpone the due date of monthly payments or change the amount of monthly payments. If we acquire the Property at a forced sale following your default, your right to any insurance proceeds resulting from damage to the Property prior to the acquisition will pass to us to the extent of the amounts secured by this Mortgage immediately prior to the acquisition.

You will not permit any condition to exist on the Property which would, in any way, invalidate the insurance coverage on the Property.

5. Preservation, Maintenance and Protection of the Property; Loan Application; Leaseholds. You will not destroy, damage or substantially change the Property, allow the Property to deteriorate, or commit waste. You will be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in our good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Mortgage or our security interest. You may cure such a default, as provided in Section 17, by causing the action or proceeding to be dismissed with a ruling that, in our good faith determination, precludes forfeiture of your interest in the Property or other material impairment of the lien created by this Mortgage or our security interest. You will also be in default if you, during the home equity line of credit application process, gave materially false or inaccurate information or statements to us (or failed to.

provide us with any material information) in connection with the home equity line of credit evidenced by the Agreement, including representations concerning your occupancy of the Property as a principal residence. If this Mortgage is on a leasehold, you will comply with the lease. If you acquire fee title to the Property, the leasehold and fee title will not merge unless we agree to the merger in writing.

- Protection of Our Rights in the Property; Mortgage Insurance. If you fail to perform the covenants and agreements contained in this Mortgage, or there is a legal proceeding that may significantly affect our rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws), then we may do, and pay for, anything necessary to protect the Property's value and our rights in the Property. Our actions may include paying any amounts secured by a lien which has priority over this Mortgage or any draw or amounts owed under the Agreement or this Mortgage, appearing in court, paying reasonable attorney's fees, paying any amounts which you are required to pay under this Mortgage and entering on the Property to make repairs. We do not have to take any action we are permitted to take under this Section. Any amounts we pay under this Section will become additional amounts you owe us and will be secured by this Mortgage. These amounts will bear interest from the disbursement date at the rate established under the Agreement and will be payable, with interest, upon our request. If we required mortgage insurance as a condition of making the home equity line of credit secured by this Mortgage, Borrower will pay the premiums for such insurance until such time as the requirement for the insurance terminates.
- 7. **Inspection.** We may enter and inspect the Property at any reasonable time and upon reasonable notice.
- **8. Condemnation.** The proceeds of any award for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are assigned and will be paid to us. If the Property is abandoned, or if, after notice by us to you that the condemnor offers to make an award or settle a claim for damages, you fail to respond to us within 30 days after the date the notice is given, we are authorized to collect and apply the proceeds, at our option, either to restoration or repair of the Property or to the amounts secured by this Mortgage, whether or not then due. Unless we and Borrower otherwise agree in writing, any application of proceeds to principal will not extend or postpone the due date of the monthly payments payable under the Agreement and Section 1 or change the amount of such payments.
- 9. You Are Not Released; Forbearance by Us Not a Waiver. Extension of time for payment or modification of amortization of the amounts secured by this Mortgage granted by us to any of your successors in interest will not operate to release your liability or the liability of your successors in interest. We will not be required to commence proceedings against any successor in interest, refuse to extend time for payment or otherwise modify amortization of the amounts secured by this Mortgage by reason of any demand made by you or your successors in interest. Our forbearance in exercising any right or remedy will not waive or preclude the exercise of any right or remedy. All promises, agreements, and statements you have made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Borrower's indebtedness is paid in full.

- 10. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Mortgage will bind and benefit your successors and permitted assigns. Your covenants and agreements will be joint and several. Anyone who co-signs this Mortgage but does not execute the Agreement: (a) is co-signing this Mortgage only to mortgage, grant and convey such person's interest in the Property; (b) is not personally obligated to pay the Agreement, but is obligated to pay all other amounts secured by this Mortgage; and (c) agrees that we and anyone else who signs this Mortgage may agree to extend, modify, forbear or make any accommodations regarding the terms of this Mortgage or the Agreement without such person's consent.
- 11. Loan Charges. If the loan secured by this Mortgage 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 will be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any amounts already collected from you which exceed permitted limits will be refunded to you. We may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to you. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Agreement.
- 12. Notices. Unless otherwise required by law, we may deliver any notice to you provided for in this Mortgage by mail, at the most recent address we have on file for you, or if you have consented to electronic communications, by e-mail or any other electronic method to which you have consented. Unless otherwise required by law, any notice to us will be given by first class mail to our address provided above or any other address we designate by notice to you.
- 13. Governing Law; Severability. This Mortgage is governed by the law of the jurisdiction in which the Property is located. In the event that any provision of this Mortgage conflicts with applicable law, such conflict will not affect other provisions of this Mortgage which can be given effect without the conflicting provision. The provisions of this Mortgage are severable.
- 14. Transfer of the Property. If all or any part of the Property or any interest in it is sold or transferred without our prior written consent, we may, at our option, require immediate payment in full of all amounts secured by this Mortgage. However, this option will not be exercised by us if exercise is prohibited by applicable law.
- 15. Sale of Agreement; Change of Loan Servicer. The Agreement or a partial or participation interest in the Agreement (together with this Mortgage) may be sold one or more times without prior notice to you. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Agreement and this Mortgage. There also may be one or more changes of the Loan Servicer unrelated to the sale of the Agreement. If there is a change of the Loan Servicer, you will be given written notice of the change as required by applicable law. The notice will state the name and address of the new Loan Servicer and any change in address to which payments should be made. The notice will also contain any information required by applicable law.
- 16. Hazardous Substances. You will not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances (defined below) on or in the

Property. You will not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law (defined below). The preceding two sentences will not apply to the presence, use, or storage on the Property of Hazardous Substances in quantities that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. You will promptly give us written notice of 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 you have actual knowledge. If you learn or are notified by any government or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, you will promptly take all necessary remedial actions in accordance with Environmental Law. As used in this Mortgage, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this Mortgage, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

- Acceleration; Remedies. You will be in default if (a) any payment 17. required by the Agreement or this Mortgage is not made when it is due; (b) we discover that you have committed fraud or made a material misrepresentation in connection with the Agreement; or (c) you take any action or fail to take any action that adversely affects our security for the Agreement or any right we have in the Property. If a default occurs, we will give you notice specifying: (i) the default; (ii) the action required to cure the default; (iii) a date, not less than 30 days from the date the notice is given to you, by which the default must be cured; and (iv) that failure to cure the default on or before the date specified in the notice may result in acceleration of the amounts secured by this Mortgage and foreclosure or sale of the Property. The notice will further inform you of any right to reinstate after acceleration and any right to bring a court action to assert the nonexistence of a default or any other defense you may have to acceleration and foreclosure or sale. If the default is not cured on or before the date specified in the notice, we, at our option, may require immediate payment in full of all amounts secured by this Mortgage without further demand and may invoke any of the remedies permitted by applicable law. We will be entitled to collect all charges, costs, fees and expenses incurred in pursuing the remedies provided in this Section 17, including reasonable attorneys' fees as permitted by applicable law and costs of title evidence.
- 18. Discontinuance of Enforcement. Notwithstanding our acceleration of the amounts secured by this Mortgage under the provisions of Section 17, we may, in our sole discretion and upon such conditions as we in our sole discretion determine, discontinue any proceedings begun to enforce the terms of this Mortgage.
- 19. Release. Upon your request that we terminate the Agreement secured by this Mortgage and the payment and discharge by Borrower of all amounts secured by this Mortgage, this Mortgage will become null and void, and we will release this Mortgage without charge to you. You will pay any recordation costs, as permitted by law.

- **20.** Additional Charges. Borrower agrees to pay any charges, costs, fees and expenses permitted by law in connection with the servicing of the Agreement, including the costs of obtaining tax searches and subordinations.
- **21. Waiver.** You waive all rights of homestead exemption in, and statutory redemption of, the Property and all right of appraisement of the Property and relinquish all rights of curtesy and dower in the Property. No waiver by us at any time of any provision, agreement or covenant contained in this Mortgage or the Agreement will be deemed to be or construed as a waiver of any other provision, agreement or covenant or of the same provision, agreement or covenant at any other time.
- **22**. **Time is of the Essence**. Time is of the essence in the performance of this Mortgage.
- 23. JURY WAIVER. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.
- 24. Waiver of Notice of Limitation of Indebtedness. Mortgagor hereby waives, on behalf of itself and its successors and assigns, the right to file for recording a notice limiting the maximum principal amount which may be secured by this Mortgage, as provided for in Florida Statutes, 697.04(1)(b), as may be amended from time to time.
- 25. After Acquired Property. The lien of this Mortgage will automatically attach, without further act, to all after acquired property of any nature whatsoever attached to, located in, on, or used in the operation of the Property or any part thereof, owned by Mortgagor or in which Mortgagor has an interest, and Mortgagor covenants and warrants that it will have good and absolute title to all of the aforesaid after acquired property it acquires, free of any lien or encumbrance.
- **26.** Consent to Garnishment. The undersigned consents pursuant to Section 222.11(2)(b), Florida Statutes, to attachment or garnishment to the fullest extent permitted therein.
- **27.** Riders to this Mortgage. If one or more riders are executed by you and recorded together with this Mortgage, the covenants and agreements of each such rider will be incorporated into and will amend and supplement the covenants and agreements of this Mortgage as if the rider(s) were a part of this Mortgage.

Check applicable boxes:

☐ Condominium Rider	☐ 2-4 Family Rider	8
☐ Planned Unit Development Rider	☐ Second Home Rider	
☐ Other(s) (specify)		

BY SIGNING BELOW, you accept and agree to the terms, agreements and covenants contained in this Mortgage and in any rider(s) executed by you and recorded with it.

Edmond	Burie	
		06/05/2025
Edmond Burie		Date

95D4998EB7B1CEC282E1727B46413F21 33CF88145B2ABD0B4BDE5310E90F91E2 AC8B29B954F82289DD1558DA62909ED7 A712173F8E09747B03E6D87570F191A6

This instrument contains the original electronic signature of the person executing the instrument and the original electronic signature of the officer before whom the acknowledgment was made on 06/05/2025.



Acknowledgment / Open-End Mortgage / Edmond Burie

State of Nevada

County of Washoe

On this 5th day of June 2025, before me, Ryan James Christian (the undersigned notary public), Edmond Burie personally appeared by means of an interactive two-way audio and video communication, proved to me through satisfactory evidence which were a government-issued identification credential, credential analysis and identity proofing, to be the person whose name is signed on the preceding or attached instrument, and who acknowledged to me that this person was the maker of the attached instrument and executed this instrument voluntarily as the free act of the person named in the instrument for its stated purpose.

This notarial act was performed using audio-video communication.

hear Clarks

Signature of Notary Public



Ryan James Christian

NOTARY PUBLIC STATEOF NEVADA I.D. #25-8025-01 My Comm. Exp. Nov. 20, 2028

Audio-video signing and acknowledgment performed using the Figure CSP Notary Platform, as approved by the Nevada Secretary of State, and authorized by Regulation, LCB File No. R065-19, to Nevada Administrative Code Chapter 240 (Notaries Public).



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EXHIBIT A - PROPERTY LEGAL DESCRIPTION

THE FOLLOWING REAL PROPERTY IS SITUATED IN THE COUNTY OF ESCAMBIA, STATE OF FLORIDA, AND DESCRIBED FURTHER AS FOLLOWS:

LOT 33, TRAVIS PARK ADDITION, A SUBDIVISION OF A PORTION OF TRAVIS WATERS ESTATE, SECTION 9, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT BOOK 2, AT PAGE 48 OF THE PUBLIC RECORDS OF SAID COUNTY.

Property Address: 200 SAINT CHRISTOPHER ST PENSACOLA FL 32534

apn: 09-1S-30-1102-001-033

U08612832

1414 6/11/2025 82659374/1



Recorded in Public Records 3/6/2024 12:36 PM OR Book 9113 Page 100, Instrument #2024016795, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$35.50

Recorded in Public Records 3/6/2024 12:18 PM OR Book 9113 Page 22, Instrument #2024016779, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording S35.50

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

PETITIONER ESCAMBIA COUNTY FLORIDA, CASE NO: CE23 LOCATION: 200

CE23095014N

PR#:

200 ST CHRISTOPHER ST 091\$301102001033

VS.

BURIE, EDMOND P 200 ST CHRISTOPHER ST PENSACOLA, FL 32534

RESPONDENT(S)

CERTIFIED TO BE A TRUE COPY OF ORIGINAL ON FILE IN THIS OFFICE WITNESS MY HAND AND OFFICIAL PAM CHILDERS

CLERK OF THE CIRCUIT COURT & COMPTROLLER

BY: Ob Sallh
DATE: 3/6/204

ORDER

This CAUSE having come before the Office of Environmental Enforcement
Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged
violation of the ordinances of the County of Escambia, State of Florida, and the Special
Magistrate having considered the evidence before him in the form of testimony by the
Enforcement Officer and the Respondent(s) or representative thereof,

as well as evidence submitted, and after consideration of the appropriate sections of
the Escambia County Code of Ordinances, the Special Magistrate finds that a violation
of the following Code of Ordinances has occurred and continues:

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

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

Sec. 42-196(c) Nuisance - (C) Inoperable Vehicle

Unsafe Structures - 30-203 (O) Roof

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

LDC. Ch. 3. Art. 2. Sec. 3-2.9 High Density Mixed - Use District (HDMU)

Page 1 Of 4

BK: 9113 PG: 101

BK: 9113 PG: 23

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

It is hereby **ORDERED** that the **RESPONDENT(S)** shall have until 6/3/2024 to correct the violation(s) and to bring the violation into compliance. Corrective action shall include:

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

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

Remove vehicle(s). Repair vehicle(s) or store in rear yard behind 6' opaque fencing.

Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity

If Respondent(s) fail to fully correct the violation(s) within the time required, Respondent(s) will be assessed a fine of \$50.00 per day, commencing 6/4/2024.

This fine shall continue until the violation(s) is/are abated and the violation(s) brought into compliance, or until as otherwise provided by law. RESPONDENT IS REQUIRED, immediately upon full correction of the violation(s), to contact the Escambia County Office of Environmental Enforcement in writing to request that the office immediately inspect the property to make an official determination of whether the violation(s) has/have been abated and brought into compliance. If the violation(s) is/are not abated within the specified time period, Escambia County may elect to undertake any necessary measures to abate the violation(s). These measures could include, but are not limited to, DEMOLISHING NON-COMPLIANT STRUCTURES, LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S).

At the request of Escambia County, the Sheriff shall enforce this order by taking

Page 2 Of 4

9/12/25, 8:42 AM

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BK: 9113 PG: 24

reasonable law enforcement action to remove from the premises any unauthorized person interfering with the execution of this order or otherwise refusing to leave after warning. The reasonable cost of such abatement will be assessed against **RESPONDENT(S)** and shall constitute a lien on the property. Pursuant to Escambia County Resolution R2017-132, costs in the amount of **\$250.00** are awarded in favor of Escambia County as the prevailing party against **RESPONDENT(S)**.

This fine shall be forwarded to the Board of County Commissioners of Escambia County. Under the authority of Sec. 162.09, Fla. Stat., as amended, and Sec. 30-35 of the Escambia County Code of Ordinances, as amended, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All fees, fines, and costs owing hereunder shall constitute a lien upon ALL REAL AND PERSONAL PROPERTY OWNED BY RESPONDENT(S) including property involved herein, which lien can be enforced by foreclosure and as provided by law.

RESPONDENT(S) have the right to appeal the order(s) of the Special Magistrate to the Circuit Court of Escambia County. If RESPONDENT(S) wish(es) to appeal, RESPONDENT(S) must provide notice of such appeal in writing to both the Environmental Enforcement Division at 3363 West Park Place, Pensacola, Florida 32505, and the Escambia County Circuit Court, M.C. Blanchard Judicial Building, 190 W. Government St, Pensacola, Florida, 32502, no later than 30 days from the date of this order. Failure to timely file a Written Notice of Appeal will constitute a waiver of the right to appeal this order.

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Jurisdiction is hereby retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED in Escambia County, Florida on this 5th day of

March, 2024.

DeWitt D. Clark
Special Magistrate

Office of Environmental Enforcement

Page 4 Of 4

Recorded in Public Records 3/21/2022 1:47 PM OR Book 8745 Page 1660, Instrument #2022028611, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50

NOTICE OF TAX LIEN
FOR EXEMPTIONS AND
ASSESSMENT LIMITATIONS

DR-453 R. 04/16 Rule 12D-16.002 F.A.C. Eff. 04/16

Escambia County, Florida

BURIE EDMOND P (taxpayer) has received exemption(s) and/or assessment limitation(s) totaling \$1,061,00 for 3 years. The property appraiser has discovered that the taxpayer was not legally entitled to receive the exemption(s) and/or assessment limitation because:

MAKE THE PROPERTY CLAIMED AS HOMESTEAD YOUR PERMANENT RESIDENCE. (SS. 196.011AND 196.031, F.S.)

Sections 193.155(10), 193.1554(10), 193.1555(10), 193.501(9), 196.01*(9), 196.075(9), 196.161(1) and 196.183, F.S., require a lien on the property to recover unpaid taxes. The property appraiser will recover from the taxpayer taxes due, a 50 percent penalty and 15 percent interest for any year or years within the last ten years in which the taxpayer was not entitled to, but was granted, a tax exemption or assessment limitation.

When this document is recorded, it becomes a lien on the real property addressed and legally owned by the taxpayer in Florida.

For official use only

Taxpayer name	BURIE EDMOND P	Parcel ID	091S301102001033
Address	200 ST CHRISTOPHER ST	Legal description	See Attachment

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Tax Year/ Date Tax Due	Reason for Lien	Taxes due	Penalty	Interest	Total (3+4+5)
2019 / 11/1/2019	SS. 196.011 AND 196.031, F.S.	508.74	254.35	TBD	763.09
2020 / 11/1/2020	SS. 196.011 AND 196.031, F.S.	266.07	133.02	TBD	399.09
2021 / 11/1/2021	SS. 196.011 AND 196.031, F.S.	286.19	143.07	TBD	429.26
Tax Collector: The 50 percent penalty is calculated individually on each Total for Column 6 (subtotal)			1,591.44		
assessment until the lien is satisfied.		Property Appraiser	+ 12.13		
		Tax Collector	+ 0.00		
		,	Total Due	\$1,603.57	

I certify that I have read this notice of tax lien and the facts in it are true. If prepared by someone other than the property appraiser, this declaration is based on all information of which he or she has knowledge.

Alica Fields	Exemptions Investigator	02/07/2022
Signature	Title	Date

Payment must include all unpaid taxes, interest, penalties, fees, and costs, or the lien will not be satisfied.

PA Lien ID # 10163

BK: 8745 PG: 1661 Last Page

Legal Description for Parcel Id 091S301102001033, PA Lien ID #10163: LT 33
TRAVIS PARK ADDN
PB 2 P 48
OR 5497 P 1319

PA Lien ID #10163

Recorded in Public Records 08/16/2011 at 09:57 AM OR Book 6753 Page 960, Instrument #2011056517, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00

Recorded in Public Records 06/03/2011 at 11:07 AM OR Book 6727 Page 571, Instrument #2011037404, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

CASE NO: 2009 CA 000763

AMERICAN EXPR	ESS CENTURION BANK	Se et	
vs.	Plaintiff,	CIRCUIT FILED	~ <u>@</u>
v5 .			
EDMOND BURIE	•	ਲੂ≦ ਹੋ	
	Defendant(s)	SE T	

DEFAULT FINAL JUDGMENT

THIS CAUSE came before the Court upon Plaintiff's Motion for Default Final Judgment, and the Court, having reviewed the file and noting that the Defendant(s) was/were served and failed to file an answer or other responsive pleading within the time allowed by law, and being otherwise advised in the premises; hereby

ORDERS AND ADJUDGES that the Plaintiff, whose address is 777 American Express Way, Fort Lauderdale, FL 33337, shall recover from the Defendant(s) EDMOND BURIE the following: \$25,289.26 in principal, \$605.00 in costs; for a total of \$25,894.26, that shall bear interest at the rate of six (6%) percent per annum.

FOR ALL OF WHICH LET EXECUTION ISSUE.

DONE AND ORDERED in Chambe	ers in, Escambia County, Florida this _242
day of, 2011.	0 0 1.0
V	Garlan-
Conice furnished	/ JUDGE

✓Wagner & Hunt, P.A., Attorneys for Plaintiff, Post Office Box 934788, Margate, Florida 5/27/11 33093-4788

Edmond Burie, 648 Saleta St., Pensacola, FI 32534 (Account #XXXX-XXXXXX-14008)



MM

"CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE **WITNESS MY HAND AND OFFICIAL SEAL** ERNIE LEE MAGAHA, CLERK **CIRC**UIT COURT AND COUNTY COURT ESCAMBIA COUNTY, FLORIDA"

Case: 2009 CA 000763 00050075282 Dkt: CA1036 Pg#:

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