

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

0925-72

Part 1: Tax Deed	Application Inform	nation						
Applicant Name Applicant Address	KEYS FUNDING LLC - 5023 PO BOX 71540 PHILADELPHIA, PA 19176-1540				Application date		Apr 21, 2025	
Property description	GUY TERI THOMLEY 8852 FOWLER AVE PENSACOLA, FL 32514				Certificate #		2023 / 417	
	8852 FOWLER AVE 02-0026-150	52 FOWLER AVE -0026-150					00/04/2000	
	BEG AT SW COR OF LT 7 E ALG S LI OF LT 7 300 FT FOR POB N 132 FT E 360 FT TO E LI OF LT 7 S ALG E LI (Full legal attached.)				certificate issued	06/01/2023		
Part 2: Certificate	es Owned by App	icant and	d Filed wi	th Tax Deed	Appli	cation		
Column 1 Certificate Numbe	olumn 1 Column 2 Column 3 Column		Column 4 Interest	Column 5: Total (Column 3 + Column 4)				
# 2023/417	06/01/20	023		2,147.62	107.38		2,255.00	
			-			→Part 2: Total*	2,255.00	
Part 3: Other Cer	tificates Redeem	ed by App	plicant (C	ther than Co	unty)		·	
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Colu Face A	umn 3 mount of Certificate	Column 4 Tax Collector's Fee		Column 5 Interest	Total (Column 3 + Column 4 + Column 5)	
# 2024/456	06/01/2024	•	2,202.13		6.25	146.35	2,354.73	
						Part 3: Total*	2,354.73	
Part 4: Tax Colle	ector Certified Am	ounts (Li	ines 1-7)					
	ificates in applicant's			r certificates red (*	deeme	ed by applicant of Parts 2 + 3 above)	4,609.73	
2. Delinquent tax	es paid by the application	ant					0.00	
Current taxes paid by the applicant					2,054.27			
Property information report fee					200.00			
5. Tax deed application fee					175.00			
	ed by tax collector un	der s.197.5	542, F.S. (s	ee Tax Collecto	or Inst	ructions, page 2)	0.00	
7. Total Paid (Lines 1-6) 7,039.								
I certify the above in	nformation is true and	the tax co	ertificates, i statement is	nterest, propert s attached.	y info	mation report fee, a	nd tax collector's fees	
	0		-		•	Escambia, Florid	da	
Sign here:	ature, Tax Collector or Des	ignee			1	Date <u>April 24th, 2</u>	2025	

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

Par	t 5: Clerk of Court Certified Amounts (Lines 8-14)	
8.		
9.	Certified or registered mail charge	
10.	the formation and electronic question fees	
11.	Recording fee for certificate of notice	
12.	Sheriff's fees	
13.		
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.	92,573.00
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign	here. Date of sale09/03/2 Signature, Clerk of Court or Designee	2025

INSTRUCTIONS

Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

BEG AT SW COR OF LT 7 E ALG S LI OF LT 7 300 FT FOR POB N 132 FT E 360 FT TO E LI OF LT 7 S ALG E LI 132 FT TO SE COR OF LT 7 W ALG S LI FOR 360 FT TO POB BEING PART OF LT 7 OF BLK 1 OF S/D OF SEC PLAT DB 89 P 360 OR 7680 P 376 OR 7718 P 1267

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

Application Number: 2500415

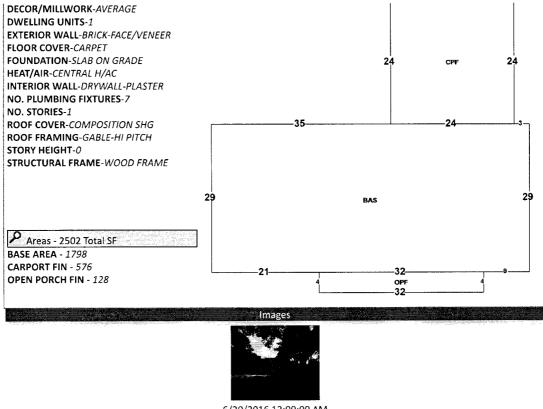
To: Tax Collector of ESCAL	MBIA COUNTY	, Florida	
I, KEYS FUNDING LLC - 5023 PO BOX 71540 PHILADELPHIA, PA 19176-154 hold the listed tax certificate and	•	same to the Tax	Collector and make tax deed application thereon:
Account Number	Certificate No.	Date	Legal Description
02-0026-150	2023/417	06-01-2023	BEG AT SW COR OF LT 7 E ALG S LI OF LT 7 300 FT FOR POB N 132 FT E 360 FT TO E LI OF LT 7 S ALG E LI 132 FT TO SE COR OF LT 7 W ALG S LI FOR 360 FT TO POB BEING PART OF LT 7 OF BLK 1 OF S/D OF SEC PLAT DB 89 P 360 OR 7680 P 376 OR 7718 P 1267
 pay all delinquent and pay all Tax Collector's Sheriff's costs, if appli Attached is the tax sale certification which are in my possession. 	g tax certificates plus in d omitted taxes, plus in s fees, property informat cable.	terest covering th	
Electronic signature on file KEYS FUNDING LLC - 5023 PO BOX 71540 PHILADELPHIA, PA 19176	-1540 s signature		04-21-2025 Application Date
Applicant	a aignature		



Gary "Bubba" Peters

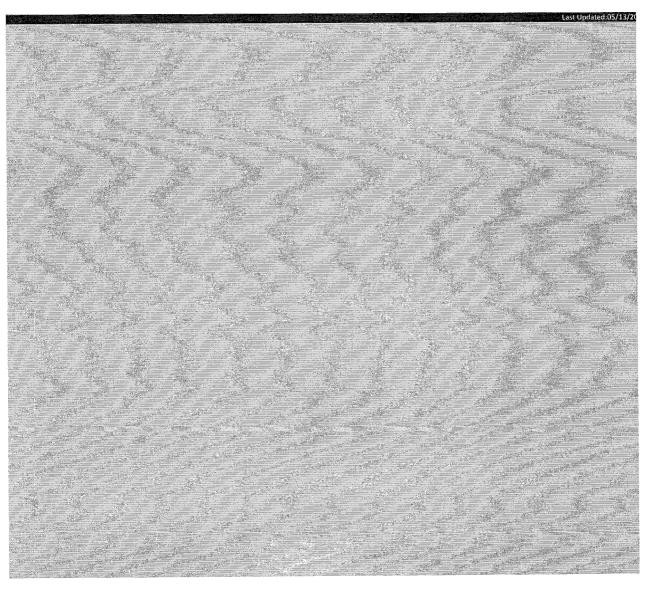
Escambia County Property Appraiser

Tangible Property Search Sale List **Real Estate Search** <u>Back</u> Printer Friendly Version Nav. Mode
Account OParcel ID **General Information** <u>Cap Val</u> 1015301101073001 Year Land **Imprv** Parcel ID: \$185,146 2024 \$58,860 \$210,333 \$269,193 Account: 020026150 **GUY TERI THOMLEY** 2023 \$37,278 \$202,289 \$239,567 \$179,754 Owners: 8852 FOWLER AVE 2022 \$37,278 \$182,314 \$219,592 \$174,519 Mail: PENSACOLA, FL 32514 8852 FOWLER AVE 32534 Situs: Disclaimer SINGLE FAMILY RESID P Use Code: Tax Estimator **Taxing** COUNTY MSTU Authority: **Change of Address** Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford File for Exemption(s) Online Escambia County Tax Collector **Report Storm Damage** 2024 Certified Roll Exemptions Sales Data Type List: **HOMESTEAD EXEMPTION** Multi Records Sale Date Book Page Value Type Parcel Legal Description 05/24/2017 7718 1267 Ν B BEG AT SW COR OF LT 7 E ALG S LI OF LT 7 300 FT FOR POB N 132 FT E 360 FT TO E LI OF LT 7 S ALG E LI 132 FT TO SE... D 03/14/2017 7680 376 \$160,000 WD Ν 01/2004 5332 1328 \$19,200 WD Ν Extra Features 07/2003 5198 1193 \$130,000 WD CARPORT Official Records Inquiry courtesy of Pam Childers FRAME BUILDING Escambia County Clerk of the Circuit Court and Comptroller Launch Interactive Map **Parcel Information** Section 360 Map Id: 10-1S-30-1 Approx. Acreage: 1.0919 Zoned: номи Evacuation & Flood Information <u>Open</u> Report View Florida Department of Environmental Protection(DEP) Data **Buildings** Address:8852 FOWLER AVE, Improvement Type: SINGLE FAMILY, Year Built: 1997, Effective Year: 1997, PA Building ID#:



6/20/2016 12:00:00 AM

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



Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2025035057 5/14/2025 2:08 PM
OFF REC BK: 9317 PG: 408 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **KEYS FUNDING LLC** holder of **Tax Certificate No. 00417**, 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:

BEG AT SW COR OF LT 7 E ALG S LI OF LT 7 300 FT FOR POB N 132 FT E 360 FT TO E LI OF LT 7 S ALG E LI 132 FT TO SE COR OF LT 7 W ALG S LI FOR 360 FT TO POB BEING PART OF LT 7 OF BLK 1 OF S/D OF SEC PLAT DB 89 P 360 OR 7680 P 376 OR 7718 P 1267

SECTION 10, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 020026150 (0925-72)

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

TERI THOMLEY GUY

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 September, which is the **3rd day of September 2025.**

Dated this 14th 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.

ON SOUNT ROOM

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 LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR								
TAX ACCOUNT	#: 02-0026-150	CERTIFICATE #: _	2023-4	117				
REPORT IS LIMI	THIS REPORT IS NOT TITLE INSURANCE. THE LIABILITY FOR ERRORS OR OMISSIONS IN THIS REPORT IS LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.							
listing of the owne tax information and encumbrances reco	The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of record of the land described herein together with current and delinquent ad valorem tax information and a listing and copies of all open or unsatisfied leases, mortgages, judgments and encumbrances recorded in the Official Record Books of Escambia County, Florida that encumber the title to said land as listed on page 2 herein.							
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.								
This Report does not insure or guarantee the validity or sufficiency of any document attached, nor is it to be considered a title insurance policy, an opinion of title, a guarantee of title, or any other form of guarantee or warranty of title.								
Use of the term "Report" herein refers to the Property Information Report and the documents attached hereto.								
Period Searched:	June 17, 2005 to and include	ding June 17, 2025	Abstractor:	Andrew Hunt				
BY								
Malph	!							

Michael A. Campbell, As President

Dated: June 18, 2025

PROPERTY INFORMATION REPORT

CONTINUATION PAGE

June 18, 2025

Tax Account #: 02-0026-150

1. The Grantee(s) of the last deed(s) of record is/are: TERI THOMLEY GUY A/K/A TERI GUY

By Virtue of Warranty Deed recorded 3/15/2017 in OR 7680/376 together with Quit Claim Deed recorded 5/25/2017 in OR 7718/1267

- 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 Charles Whisenhunt recorded 3/15/2017 OR 7680/378
 - b. Judgment in favor of Flenda Macewan recorded 10/31/2008 OR 6392/1024
 - c. Judgment in favor of Harvesters Federal Credit Union recorded 2/3/2010 OR 6556/1700
 - d. Judgment in favor of J.G.A Beacon, Inc. d/b/a/ Southern Roof Center, Inc. recorded 4/12/2010 OR 6579/790
 - e. Judgment in favor of CitiFinancial Service, Inc. recorded 9/7/2011 OR 6760/1689
 - f. Judgment in favor of Robert C. Schrader recorded 11/29/2016 OR 7628/1783
- 4. Taxes:

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

Tax Account #: 02-0026-150 Assessed Value: \$185,146.00

Exemptions: HOMESTEAD EXEMPTION

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

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

Note: Escambia County and/or local municipalities may impose special liens/assessments. These liens/assessments are not discovered in a 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: **SEPT 3, 2025 TAX ACCOUNT #:** 02-0026-150 **CERTIFICATE #:** 2023-417 In compliance with Section 197.522, Florida Statutes, the following is a list of names and addresses of those persons, firms, and/or agencies having legal interest in or claim against the above-described property. The above-referenced tax sale certificate is being submitted as proper notification of tax deed sale. YES NO Notify City of Pensacola, P.O. Box 12910, 32521 Notify Escambia County, 190 Governmental Center, 32502 Homestead for 2024 tax year. TERI THOMLEY GUY AKA HARVESTERS FEDERAL TERI GUY AKA TERI THOMLEY CREDIT UNION PO BOX 5 8852 FOWLER AVE PENSACOLA, FL 32534 **CANTONMENT, FL 32533 CHARLES WHISENHUNT GLENDA MACEWAN 401 HIGHWAY 279** 3160 DUKE DR **GULF BREEZE, FL 32526 FAYETTEVILLE, GA 30214** JGA BEACON INC DBA **CITIFINANCIAL** SOUTHERN ROOF CENTER INC SERVICES INC

2200 COOK DR ATLANTA, GA 30340-3133 **534 N MONROE ST** TALLAHASSEE, FL 32301

ROBERT C SCHRADER 208 GREENRIDGE DR PENSACOLA, FL 32514

Milalphel

Certified and delivered to Escambia County Tax Collector, this 18th day of June 2025.

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

BY: Michael A. Campbell, As Its President

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

PROPERTY INFORMATION REPORT

June 18, 2025 Tax Account #:02-0026-150

LEGAL DESCRIPTION EXHIBIT "A"

BEG AT SW COR OF LT 7 E ALG S LI OF LT 7 300 FT FOR POB N 132 FT E 360 FT TO E LI OF LT 7 S ALG E LI 132 FT TO SE COR OF LT 7 W ALG S LI FOR 360 FT TO POB BEING PART OF LT 7 OF BLK 1 OF S/D OF SEC PLAT DB 89 P 360 OR 7680 P 376 OR 7718 P 1267

SECTION 10, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 02-0026-150(0925-72)

Prepared By & Return To: Jan Gaston, as an employee of Clear Title of Northwest Florida, LL.C 4636 Summerdale Bivd. Pace, FL 32571 File Number: PACE-17-12289 Parcel ID #: 1018301101073001 Sell Price \$160,000.00

WARRANTY DEED (INDIVIDUAL)

This WARRANTY DEED, dated this 14th day of March, 2017, by Charles Whisenhunt, a married man whose post office address is 401 Highway 279. Fayetteville, Georgia 30214, hereinafter called the Grantor, to Teri Guy and Robert Guy, wife and husband, whose post office address is 8852 Fowler Ave, Pensacola, Florida 32514, hereinafter called the Grantee (Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in Escambia County, Florida, viz:

Commence at the Southwest corner of Lot 7, Block 1, Section 10, Township 1 South, Range 30 West, Escambia County, Florida, thence East along the South line of said Lot 7 for 300.00 feet for the Point of Beginning; thence North for 132.00 feet; thence East for 360.00 feet to the East line of said Lot 7, thence South along said East line for 132.00 feet to the Southeast corner of said Lot 7; thence West along aforesaid South line for 360.00 feet to the Point of Beginning.

Easement: (Per Field Survey)

Commence at the Southwest corner of Lot 7, Block 1, Section 10, Township 1 South, Range 30 West, Escambia County, Florida; thence North along the West line of said Lot 7 for 132.00 feet, thence East for 25.00 feet to the East right-of-way line of Fowler Avenue (5 foot R/W) for the Point of Beginning, thence continue East for 275.00 feet, thence South for 25.00 feet, thence West for 275.00 feet to said right-of-way line, thence North along said right-of-way line for 25.00 feet to the Point of Beginning.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2017 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, if any,

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND THE Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

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

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

THE FOLLOWING WITNESSE

Print Name: Jan Gaston

Signature: (

Signature: Yall a
Print Name: Paula Snow

State of Florida County of Santa Rosa

THE FOREGOING INSTRUMENT was acknowledged before me this 14th day of March, 2017, by: Charles Whisenhunt, who produced driver's license as identification.

JAN C GASTON
Notary Public - State of Florida
My Comm. Expires Jun 3, 2018
Commission # FF 128990
Bonded Through National Notary Assn.

Signature:

Notary Public My Commission Expires:

RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code or Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. NOTE: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway: Fowler Avenue

Legal Address of Property: 8852 Fowler Avenue, Pensacola, Florida 32534

The County (X) has accepted () has not accepted the abutting roadway for maintenance.

This form completed by:

Clear Title of Northwest Florida, LLC

4636 Summerdale Blvd., Pace, Florida 32571

AS TO SELLER(S):

Seller: Charles Whisenhunt

Witness: Jan Gaston

Witness: Paula Snow

AS TO BUYER(S):

Buyer: Tetri Guy

Bayer: Robert Guy

Witness: Jan Gaston

Witness/Bob Hanley

This form approved by the Escambia County Board of County Commissioners Effective 4/15/95

Recorded in Public Records 5/25/2017 9:10 AM OR Book 7718 Page 1267, Instrument #2017039646, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00 Deed Stamps \$0.70

QUIT CLAIM DEED

STATE OF FLORIDA COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS, That, ROBERT LOWELL GUY, for and in consideration of Ten Dollars (\$10), the receipt whereof is hereby acknowledged, does remise, release, and quit claim unto, TERI THOMLEY GUY, her heirs, executors, administrators and assigns, forever, the following described property, situated in the County of Escambia, State of Florida, to-wit:

The real property located at 8852 Fowler Road, Pensacola, Florida More particularly described in the attached Exhibit "A"

SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD, IF ANY.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead.

This instrument prepared without Title Search or Title Insurance at the request of the grantor and grantee.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day of 2017.

Signed, sealed and delivered in the presence of:

Printed Name: Patricia McDanal d.

ROBERT LOWELL GEV

Printed Name: Darlow A He Kelerson

STATE OF Florida COUNTY OF Escambia

This day, before the undersigned Notary Public, personally appeared ROBERT LOWELL GUY, who is personally known to me or who has produced Thorize as identification and who is the individual described in and who executed the foregoing Quit Claim Deed, and acknowledged that he executed the same for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, this day of \(\frac{\frac{1}{2} \frac{1}{2}}{2} \).

Printed Name: Dolepe A Henderson

Commission Number: 66 057565

My Commission Expires: 327-21

NOTARY PUBLIC

DARLENE A. HENDERSON
MY COMMISSION # GG 057565
EXPIRES: March 27, 2021
Bonded Thru Notary Public Underwriters

This Instrument was prepared by:

Sherry F. Chancellor, Esquire 619 West Chase St. Pensacola, Florida 32502 BK: 7718 PG: 1269 Last Page

EXHIBIT A"

Commence at the Southwest corner of Lot 7, Block 1, Section 10, Township 1 South, Range 30 West, Escambia County, Florida, thence East along the South line of said Lot 7 for 300.00 feet for the Point of Beginning; thence North for 132.00 feet; thence East for 360.00 feet to the East line of said Lot 7, thence South along said East line for 132.00 feet to the Southeast corner of said Lot 7; thence West along aforesaid South line for 360.00 feet to the Point of Beginning.

Easement: (Per Field Survey)

Commence at the Southwest corner of Lot 7, Block 1, Section 10, Township 1 South, Range 30 West, Escambia County, Florida; thence North along the West line of said Lot 7 for 132.00 feet, thence East for 25.00 feet to the East right-of-way line of Fowler Avenue (5 foot R/W) for the Point of Beginning, thence continue East for 275.00 feet, thence South for 25.00 feet, thence West for 275.00 feet to said right-of-way line, thence North along said right-of-way line for 25.00 feet to the Point of Beginning.

Recorded in Public Records 3/15/2017 10:24 AM OR Book 7680 Page 378, Instrument #2017018555, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording S61.00 MTG Stamps \$500.50 Int. Tax \$286.00

> Prepared by & Return to: Jan Gaston, employee of Clear Title of Northwest Florida, LLC 4636 Summerdale Blvd. Pace, FL 32571 File No.: PACE-17-12289

REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

Mortgagor: Teri Guy and Robert Guy Mortgagee: Charles Whisenhunt

THIS MORTGAGE IS TO BE FILED IN THE PUBLIC RECORDS OF <u>ESCAMBIA</u> COUNTY AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 679 OF THE FLORIDA STATUTES.

Known All Men By These Presents: That whereas **Teri Guy and Robert Guy, wife and husband** (whether one or more, hereinafter called the "Borrower"), have become justly indebted to **Charles Whisenhunt** (together with its successors and assigns, hereinafter called "Mortgagee"), in the sum of **One Hundred Forty-Three Thousand and NO/100 Dollars** (\$143,000.00) together with interest thereon, as evidenced by a promissory note or notes of even date herewith. (If the maturity date of the note or notes is 20 years or longer, indicate the latest maturity date here: (____N/A______).

This conveyance is intended to be and is a real property Mortgage and a "Security Agreement" governed by the laws of the State of Florida concerning mortgages and the Uniform Commercial Code as adopted in Florida, and is intended to secure the payment of the following (the "Secured Indebtedness"):

- A. The existing indebtedness represented by that certain promissory note of even date herewith for the sum of **One Hundred Forty-Three Thousand and NO/100 Dollars** (\$143,000.00) made by Mortgagor payable to the order of Mortgagee (the "Note") with interest from date until paid at the rate therein specified, the said principal and interest payable in the manner and upon the terms, provisions and conditions set forth in the Note, together with any and all renewals, extensions, modifications, consolidations and extensions thereof;
- B. Such future or additional advances as may be made by Mortgagee at the option of Mortgagee to the Mortgagor; provided that, notwithstanding the foregoing, the total of all amounts secured hereby shall not exceed at any one time the sum of **One Hundred Forty-Three Thousand and NO/100 Dollars** (\$143,000.00); and provided further, that all such advances, notes, claims, demands or liabilities and obligations secured hereby by incurred or arise or come into existence either on or prior to the date of this Mortgage, or on or before twenty (20) years after the date of this Mortgage or within such lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable consideration. The Mortgagor hereby waives, on behalf of himself/herself and his/her successors and assigns, the right to file for record a notice limiting the maximum principal amount which may be secured by this Mortgage as provided for in Florida Statute 697.04(1)(b).

NOW, THEREFORE, in consideration of the premises, and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances) now or hereafter owed by any of the above-named Borrowers to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned Teri Guy and Robert Guy (whether one or more, hereinafter called "Mortgagor") does hereby assign, grant, bargain, sell and convey unto Mortgagee the following described real property situated in Escambia County, State of Florida, viz:

Commence at the Southwest corner of Lot 7, Block 1, Section 10, Township 1 South, Range 30 West, Escambia County, Florida, thence East along the South line of said Lot 7 for 300.00 feet for the Point of Beginning; thence North for 132.00 feet; thence East for 360.00 feet to the East line of said Lot 7, thence South along said East line for 132.00 feet to the Southeast corner of said Lot 7; thence West along aforesaid South line for 360.00 feet to the Point of Beginning.

Easement: (Per Field Survey)

Commence at the Southwest corner of Lot 7, Block 1, Section 10, Township 1 South, Range 30 West, Escambia County, Florida; thence North along the West line of said Lot 7 for 132.00 feet, thence East for 25.00 feet to the East right-of-way line of Fowler Avenue (5 foot R/W) for the Point of Beginning, thence continue East for 275.00 feet, thence South for 25.00 feet, thence West for 275.00 feet to said right-of-way line, thence North along said right-of-way line for 25.00 feet to the Point of Beginning.

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Order: QuickView_Gtr Gte Page 1 of 7 Requested By: codycampbell, Printed: 3/29/2021 5:57 PM

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together with all rents and other revenues thereof and all rights (including riparian rights), privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagor in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, smoke, fire, and intrusion detection devices, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property."

To Have And To Hold the same and every part thereof unto Mortgagee, its successors and assigns forever.

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including future advances), Mortgagor hereby assigns and transfers to Mortgagee, and grants to Mortgagee a security interest in, all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagor, or any of them, located, whether permanently or temporarily, on the mortgaged property, and all building materials, household appliances, equipment, fixtures and fittings now owned or hereafter acquired by Mortgagor, or any of them, located or stored on any other real property, which are or shall be purchased by Mortgagor, or any of them, for the purpose, or with the intention of making improvements on the mortgaged property or to the premises located on said property. The personal property herein transferred includes without limitation, all lumber, bricks, building stones, building blocks, sand, cement, roofing materials, paint, doors, windows, storm doors, storm windows, nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building materials, equipment and appliances of every kind and character used or useful in connection with improvements to real property.

For the purpose of further securing the payment of said indebtedness Mortgagor warrants, covenants and agrees with Mortgagee, its successors and assigns, as follows:

- 1. That they are lawfully seized in fee and possessed of the mortgaged property and have a good right to convey the same aforesaid, and they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.
- 2. That they will pay when due all taxes, assessments, or other liens or mortgages taking priority over this mortgage, and should default be made in the payment of the same, or any part thereof, Mortgagee may pay the same (but Mortgagee is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. Should Mortgagor default in any of such obligations, Mortgagee may perform Mortgagor's obligation (but Mortgagee is not obligated to do so).
- 3. That they will keep the buildings on the mortgaged property continuously insured in such amounts, in such manner and with such companies as may be satisfactory to Mortgagee against loss by fire (including so-called extended coverage), wind and such other hazards (including flood and water damage) as Mortgagee may specify from time to time, with loss, if any, payable to Mortgagee under a mortgagee's loss payable clause acceptable to Mortgagee, and will deposit with Mortgagee policies of such insurance or at Mortgagee's election, certificates thereof, and will pay the premiums therefore as the same become due. Mortgagor shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Mortgagor or through an existing policy, Mortgagee may, for reasonable cause, refuse to accept any policy of insurance obtained by Mortgagor. Mortgagor shall give immediate notice in writing to Mortgagee of any loss or damage to the mortgaged property from any cause whatever. If Mortgagor fails to keep said property insured as above specified, Mortgagee may

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insure said property (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind and other hazards for the benefit of Mortgagor and Mortgagee or for the benefit of Mortgagee alone, at Mortgagee's election. The proceeds of such insurance shall be paid by the insurer to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Mortgagor any check or draft representing the proceeds of any such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Said insurance proceeds, if collected, may be credited on the indebtedness secured by this mortgage, less cost of collection, or may be used in repairing or reconstructing the premises on the mortgaged property, at Mortgagee's election. Any application of the insurance proceeds to repairing or reconstructing the premises on the mortgaged property shall not extend or postpone the due date of any installment payments of the indebtedness hereby secured or reduce the amount of such installments.

- That commencing upon written request by Mortgagee and continuing until the indebtedness secured hereby is paid in full, Mortgagor will pay to Mortgagee concurrently with, and on the due dates of, payments on the indebtedness hereby secured a sum equal to the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus water rents, fire district charges, taxes and assessments next due on the mortgaged property (all as estimated by Mortgagee), less any sums already paid to Mortgagee therefore, divided by the number of months or other payment periods to elapse before one month or payment period prior to the date when such ground rents, premiums, water rents, fire district charges, taxes and assessments will become due, such sums to be held by Mortgagee in trust, to pay said ground rents, premiums, water rents, fire district charges, taxes and assessments. All payments mentioned in the preceding sentence and the payments to be made on the indebtedness secured hereby shall be added together and the aggregate amount thereof shall be paid by Mortgagor each month or other payment periods in a single payment to be applied by Mortgagee to the following items in the order set forth: (a) taxes, water rents, fire district charges, assessments, fire and other hazard insurance premiums; (b) interest on the indebtedness secured hereby; and (c) the balance, if any, shall be applied toward the payment of the principal sum hereby secured. Any deficiency in the amount of such aggregate monthly or other periodic payments shall constitute a default under this mortgage. Any excess funds accumulated under this paragraph after payment of the items herein mentioned shall be credited in calculating the monthly or other periodic payments of the same nature required hereunder in the subsequent year; but if the actual amount of any such item shall exceed the estimate therefore, Mortgagor shall without demand forthwith make good the deficiency. Failure by Mortgagor to do so before the due date of such item shall be a default hereunder. If the mortgaged property is sold under foreclosure or is otherwise acquired by Mortgagee after default, any remaining balance of the accumulations under this paragraph shall be credited to the principal of the secured indebtedness as of the date of the foreclosure sale or as of the date the property is otherwise acquired.
- 5. That they will take good care of the mortgaged property and the personal property described above and will not commit or permit any waste thereon or thereof or the removal of any oil, gas or mineral therefrom, and that they will keep the same repaired and at all times will maintain the same in at least as good condition as it now is, reasonable wear and tear alone excepted. If Mortgagor fails to make repairs to the mortgaged property, Mortgagee may make such repairs at Mortgagor's expense (but Mortgagee is not obligated to do so). Mortgagee, its agents and employees, may enter the mortgaged property and any improvements thereon at any reasonable time for the purpose of inspecting or repairing such improvements.
- 6. That all amounts expended by Mortgagee for insurance or for the payment of taxes or assessments or to discharge liens on the mortgaged property or other obligations of Mortgagor or to make repairs to the mortgaged property or any improvements thereon shall become a debt due Mortgagee, shall be payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above, or if no such rate of interest is specified in the note or if the rate specified would be unlawful, at the maximum rate allowed by law from the date of payment by Mortgagee, and such debt and the interest thereon shall be secured by this mortgage. Upon failure of Mortgagor to reimburse Mortgagee for all amounts so expended, at the election of Mortgagee and with or without notice to any person, Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and may foreclose this Mortgage as hereinafter provided or as provided by law.

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- That no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Mortgagor, and that the procurement of insurance or payment of taxes or other liens or assessments or obligations by Mortgagee shall not be taken or deemed as a waiver of the right to accelerate the maturity of the indebtedness hereby secured by reason of the failure of Mortgagor to procure such insurance or to pay such taxes, liens, assessments or obligations, it being agreed by Mortgagor that no terms or conditions contained in this Mortgage can be waived, altered or changed except by a writing signed by Mortgagee.
- That the Mortgagor who is obligated as the Borrower or as guarantor or endorser to pay the indebtedness hereby secured will well and truly pay and discharge such indebtedness as it shall become due and payable, including the Note, any renewals or extensions thereof, and any other notes or obligations of such Mortgagor to Mortgagee, whether now or hereafter incurred.
- In the event a suit shall be instituted to foreclose this Mortgage, Mortgagee, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver for all and singular the mortgaged property and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to Mortgagee, its successors or assigns, without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of the Mortgagor, Mortgagor's legal representatives, successors or assigns, and that such rents, profits, incomes, issues, and revenues shall be applied by such receiver to the payment of the Secured Indebtedness, costs and charges, according to the order of said court. The Mortgagor hereby specifically waives the right to object to the appointment of a receiver as described herein and hereby expressly consents that such appointment shall be made as an admitted equity and is Mortgagee's absolute right, and that the appointment may be done without notice to the Mortgagor. Mortgagor further consents to the appointment of Mortgagee or any officer or employee of Mortgagee as receiver.
- That they will not cause or allow possession of the mortgaged property to be in any other person or entity to the exclusion of Mortgagor and will not cause or allow all or any part of the mortgaged property or any interest therein to be sold, assigned, transferred or conveyed by Mortgagor, or any of them, without Mortgagee's prior written consent, excluding only (a) the creation of a lien or encumbrance expressly subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) (if the mortgaged property is the Mortgagor's residence) the grant of any leasehold interest of one year or less (including all mandatory or optional renewal periods) not containing an option to purchase. Mortgagee may withhold its consent or may condition its consent to any such transfer of possession of, or an interest in, the mortgaged property upon the transferee's agreeing to pay a greater rate of interest on all or any part of the indebtedness secured by this mortgage, upon Mortgagee's approval of the creditworthiness of the transferee, and upon the transferee's payment to Mortgagee of a reasonable transfer or assumption fee. Upon breach by Mortgagor, or any of them, of the covenants herein contained, Mortgagee may, at its election, accelerate maturity of the indebtedness hereby secured and proceed to foreclose this mortgage as hereinafter provided or as provided by law.
- That, except as otherwise expressly disclosed to Mortgagee in writing on the date of this mortgage, no Hazardous Substance (as defined below) has been released or disposed of on or under the mortgaged property by Mortgagor or, to the best of Mortgagor's knowledge, by any third party or any predecessor in interest or title to the mortgaged property; no underground storage tanks, whether in use or not in use, are located on or under any part of the mortgaged property; Mortgagor and the mortgaged property are and will remain in compliance with all applicable local, state and federal environmental laws and regulations; no notice has been received by Mortgagor from any governmental authority or any other person claiming violation of any environmental protection law or regulation or demanding payment, indemnity or contribution for any environmental damage or injury to natural resources, relating in any way to the mortgaged property, and Mortgagor will notify Mortgagee promptly in writing if any such

Order: QuickView_Gtr Gte Page 4 of 7 Requested By: codycampbell, Printed: 3/29/2021 5:57 PM notice is hereafter received; and any Hazardous Substance used or produced in Mortgagor's business will be used, produced, stored and disposed of in strict compliance with all applicable environmental laws and regulations. Mortgagor will notify mortgagee immediately if any Hazardous Substance is released or discovered on or under the mortgaged property, and Mortgagor will take or cause to be taken such remedial action as may be necessary in order to remedy such released or discovered Hazardous Substance and to obtain certificate of remediation or other certificate of compliance from applicable governmental authorities. At Mortgagee's request, Mortgagor will promptly obtain at Mortgagor's expense, and deliver to Mortgagee an environmental inspection report or will update a previous report, in form acceptable to Mortgagee, prepared by a competent environmental professional reasonably satisfactory to Mortgagee. As used herein, the term "Hazardous Substance" includes, without limitation, any hazardous or toxic substance and any substance or material that is regulated or controlled by the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), the federal Hazardous Materials Transportation Act, the federal Resource Conservation and Recovery Act, the Federal Clean Water Act, the federal Clean Air Act, the federal Toxic Substance Control Act, or any other federal, state or local environmental law, ordinance, or regulation now or hereafter in effect. Mortgagor agrees to indemnify Mortgagee against any and all liability and expense (including attorneys' fees and litigation expenses) incurred by Mortgagee on account of breach by Mortgagor of any representation, warranty or covenant set forth in this paragraph. This agreement to indemnify shall survive payment of the secured indebtedness, satisfaction of this mortgage, and foreclosure of this mortgage.

- That, if this is a construction mortgage, Mortgagor will perform and comply with, or will cause the Borrower to perform and comply with, the terms of any construction loan agreement made with Mortgagee with regard to any improvements to be made on the mortgaged
- That all the covenants and agreements of Mortgagor herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of the successors and assigns of Mortgagee.
- That the provisions of this mortgage and the Note secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or the Note shall not affect the validity and enforceability of the other provisions of this mortgage or of Note. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. A carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.

If the Borrower pays and discharges all the indebtedness hereby secured (including future advances) as the same becomes due and payable, and if Mortgagor in all things does and performs all acts and agreements by it herein agreed to be done according to the tenor and effect thereof, then and in that event only this conveyance and the security interest herein granted shall be and become null and void, but if default is made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof, or if any interest thereon remain unpaid when due, or if default be made in the repayment of any sum expended by Mortgagee under the authority of any provision of this Mortgage, or if the interest of Mortgagee in the mortgaged property or any of the personal property described above become endangered by reason of the enforcement of any lien or encumbrance thereon, or if a petition to condemn any part of the mortgaged property be filed by any authority, person or entity having power of eminent domain, or if any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the indebtedness hereby secured or permitting or authorizing the deduction of any such tax from the principal or interest secured by this Mortgage or by virtue of which any tax or assessment upon the mortgaged property shall be charged against the owner of this Mortgage, or if at any time any of the covenants contained in this Mortgage or in any note or other evidence of indebtedness secured hereby be declared invalid or unenforceable by any court of competent jurisdiction, or if Mortgagor fails to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this

Order: QuickView_Gtr Gte Page 5 of 7 Requested By: codycampbell, Printed: 3/29/2021 5:57 PM Mortgage shall be subject to foreclosure at the option of Mortgagee, notice of the exercise of such option being hereby expressly waived by Mortgagor, and Mortgagee shall have the right to enter upon and take possession of the mortgaged property. If an event of default occurs and remains uncured, then in either or any such event, the aggregate sum or sums secured hereby then remaining unpaid, with interest accrued at that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of Mortgagee, or its assigns, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such date, anything in the Note or any instrument or instruments or in this Mortgage to the contrary notwithstanding; and thereupon, or thereafter, at the option of Mortgagee, or its assigns, without notice or demand, suit at law or in equity may be prosecuted as if all moneys secured hereby had matured prior to its institution. The Mortgagee, or its assigns, may do either or both of the following as to the amount so declared due and payable: (i) bring an action to enforce payment of the amount so declared due and payable, with or without bringing an action to foreclose this Mortgage; and/or (ii) foreclose this mortgage as to the amount so declared due and payable, and the mortgaged property, or any part or parts thereof, in one or more sales as determined by Mortgagee, shall be sold to satisfy and pay the same with costs, expenses and allowances. In addition, Mortgagee shall also be entitled to take such action and avail itself of such remedies as may be available under the Uniform Commercial Code in effect in the State of Florida. In any action brought to enforce this Mortgage, the prevailing party shall be entitled to its reasonable attorney fees at trial and/or appeal.

[] (Mark if Applicable) This is a construction mortgage that secures an obligation incurred for the construction of an improvement on land (and may include the acquisition cost of the land).

In Witness Whereof, each of the undersigned has hereunto set his or her signature and seal, or has caused this instrument to be executed by its officer(s), partner(s), member(s), or agent(s) thereunto duly authorized, this 14th day of March, 2017.

Witness: Jan Fraston

Witness: Bold Hanley

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Order: QuickView_Gtr Gte

Doc: FLESCA:7680-00378~12033

STATE OF FLORIDA COUNTY OF SANTA ROSA ____(Seal)

____(Seal)

The foregoing instrument was acknowledged before me this 14th day of March, 2017, by Terri Guy and Robert Guy who produced their driver's license as identification.

JAN C GASTON
Notary Public - State of Florida
My Comm. Expires Jun 3, 2018
Commission # Ff 128990
Bonded Through National Notary Assn.

Notary Public

My Commission Expires

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BK: 7680 PG: 384 Last Page

EXHIBIT "A"

Commence at the Southwest corner of Lot 7, Block 1, Section 10, Township 1 South, Range 30 West, Escambia County, Florida, thence East along the South line of said Lot 7 for 300.00 feet for the Point of Beginning; thence North for 132.00 feet; thence East for 360.00 feet to the East line of said Lot 7, thence South along said East line for 132.00 feet to the Southeast corner of said Lot 7; thence West along aforesaid South line for 360.00 feet to the Point of Beginning.

Easement: (Per Field Survey)

Commence at the Southwest corner of Lot 7, Block 1, Section 10, Township 1 South, Range 30 West, Escambia County, Florida; thence North along the West line of said Lot 7 for 132.00 feet, thence East for 25.00 feet to the East right-of-way line of Fowler Avenue (5 foot R/W) for the Point of Beginning, thence continue East for 275.00 feet, thence South for 25.00 feet, thence West for 275.00 feet to said right-of-way line, thence North along said right-of-way line for 25.00 feet to the Point of Beginning.

Legal Description File No.: PACE-17-12289

Order: QuickView_Gtr Gte Page 7 of 7 Requested By: codycampbell, Printed: 3/29/2021 5:57 PM

Doc: FLESCA:7680-00378~12033

Recorded in Public Records 10/31/2008 at 10:46 AM OR Book 6392 Page 1024, Instrument #2008081590, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00

File # 200837711, OR BK 2856 Page 1549, Recorded 09/24/2008 at 01:45 PM, Mary M. Johnson, Clerk Santa Rosa County, Florida Deputy Clerk CE Trans # 408047

SANTA ROSA COUNTY, FLORIDA

GLENDA MACEWAN,
Plsintiff(s),

v.

ROBERT GUY,
Defendant(s).

CASE NO.: 57-2008-8015066

IN THE COUNTY COURT IN AND FOR

FINAL JUDGMENT

THIS CAUSE came before the Court on for Final Judgment upon notice from Plaintiff that Defendant has failed to make payments as agreed upon in the Mediated Agreement entered into on August 22, 2008. The Court being fully advised in the premises it is therefore,

ORDERED and ADJUDGED that Plaintiff, Glenda MacEwan, shall recover from Defendant, Robert Guy, whose address is 8115 Mobile Highway, Pensacola, Florida, \$1,975.00 in principal, \$0 for prejudgment interest and \$215.50 court costs for a total due of \$2,190.50 which shall bear interest at the rate of 11% per annum pursuant to the provision of section 55.03(1) of the Florida Statutes, for all of the above let execution issue.

DONE AND ORDERED in Chambers at Milton, Santa Rosa County, Florida, on this 22nd day of September 2008.

ROSS L. BILBREY COUNTY COURT JUDGE

Conformed copies to:

Glenda MacEwan 3160 Duke Drive, Gulf Breeze, FL 32563 Robert Guy, 8115 Mobile Highway, Pensacola, FL 32526

CLERK OF CIRCUIT COURT

DATE . . 1.0\3\

Recorded in Public Records 02/03/2010 at 03:15 PM OR Book 6556 Page 1700, Instrument #2010007351, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

Recorded in Public Records 01/22/2010 at 03:35 PM OR Book 6553 Page 294, Instrument #2010004745, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

HARVESTERS FEDERAL CREDIT UNION POST OFFICE BOX 5 CANTONMENT FL 32533

Plaintiff,

VS.

ROBERT L GUY 8115 MOBILE HIGHWAY PENSACOLA FL 32526

Defendant.

Case No.

2009 SC 005626

Division:

FINAL JUDGMENT AGAINST

ROBERT L GUY

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

ORDERED AND ADJUDGED that the Plaintiff shall recover from the Defendant the sum of \$1700.00, plus \$254.00 costs for a total of \$1954.00 that shall bear interest at the rate of 6% per annum, for which let execution issue.

DONE AND ORDERED in Chambers at Pensacola, Escambia Opunty, Florida this

day of January, 2010.

Copies to:

HARVESTERS FEDERAL CREDIT UNION

ROBERT L GUY

CERTWIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE WITNESS MY HAND AND OFFICIAL SEAL ERNIE LEE MAGAHA CLERK & COMPTROLLER

SCAMBIA COUNTY, FLORIDA

CIRCUIT COUNTY

Case: 2009 SC 005626

v Judge

Dkt: CC1033 Pg#:

Order: 02-0026-150 6556-1700 JDGFNL 02-03-2010 Recorded in Public Records 04/12/2010 at 03:07 PM OR Book 6579 Page 790, Instrument #2010022794, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00

Recorded in Public Records 03/23/2010 at 09:59 AM OR Book 6572 Page 47, Instrument #2010017963, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

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

CASE NO: 2008-CA-000980 (J)

J.G.A. BEACON, INC. d/b/a SOUTHERN ROOF CENTER, INC., Plaintiff,

vs.

ROBERT GUY d/b/a PENSACOLA ROOFING COMPANY, INC., Defendant.

FINAL JUDGMENT

THIS CAUSE having come before this Court upon Plaintiff's Motion for Final Judgment Based on Default filed herein, and this Court having considered the evidence and being fully advised in the premises, finding it has jurisdiction of the subject matter and over the parties, it is:

ADJUDGED that the Plaintiff(s), J.G.A. Beacon, Inc. d/b/a Southern Roof Center, Inc. as subrogee of , whose address is 2200 Cook Drive, Atlanta GA 30340-3133, recover from the Defendant(s), Robert Guy d/b/a Pensacola Roofing Company, Inc., 8115 Mobile Highway, Pensacola FL 32526 the principal sum of \$20,494.05, with Court costs in the sum of \$411.00 and interest in the sum of \$3,025.25, making a Total Sum of \$23,930.30, that shall bear interest at the Statutory rate of 6% per year, for which let execution issue.

IT IS ADJUDGED FURTHER, that pursuant to FL.R.Civ.P.1.560(b), the Defendant shall complete under oath Form 1.977 (Fact Information Sheet), including all required attachments, and serve it on the Plaintiff's Attorney, within 45 days of this Final Judgment; failure to do so may be considered contempt of court. Jurisdiction of this case is retained to enter further Orders that are proper to compel the Defendant to complete the Form 1.977. The Fact Information Sheet shall not be copied for recording purposes.

DONE AND ORDERED in Chambers located in Pensacola, Escambia County, Florida

Copies to:

Vance, Lotane & Bookhardt PA, 1980 Michigan Avenue, Cocoa, FL 32922

Robert Guy d/b/a Pensacola Roofing Company, Inc., 8115 Mobile Highway, Pensacola FL 32526

Certified to be 2 1-1636898y sal the original on file in this office.

Witness my hand and official seathers. OF ERNIE LEE MAGAHA ERNIE LEE MAGAHA Clerk of the Circuit Court

Escambia County, Florida FLORIDA

Case: 2008 CA 000980

00092176796 Dkt: CA1036 Pg#:

Recorded in Public Records 09/07/2011 at 02:01 PM OR Book 6760 Page 1689, Instrument #2011061674, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

CITIFINANCIAL SERVICES, INC. 534 N Monroe Street Tallahassee FL 32301

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

Plaintiff,

VS.

ROBERT GUY, S.S.#: XXX-XX-0795

Defendant(s).

Case No.: 2011CC2324

2011 SEP -2 A & 3

COUNTY CIVIL DIVISION
FILED & RECORDED

CRNIE LEE MAGAHA CLERK OF CIRCUIT COUR ESCAMBIA COUNTY, FI

JUDGMENT AFTER DEFAULT

This action was heard after entry of default against defendant and IT IS ADJUDGED that Plaintiff, CITIFINANCIAL SERVICES, INC., recovers from Defendant, Robert Guy, the sum of \$ 10862.03 on principal, \$350.00 for attorney's fees, costs in the sum of \$350.00, and prejudgment interest of \$2117.11 making a total of \$13679.14 that shall bear interest at the prevailing rate of 6% per year as provided for by Florida Statute and for which let execution issue.

DONE AND ORDERED in Escambia County, Florida, on Destroy 2

2011.

County Judge

cc: Kenneth L. Salomone, Esq., 1701 W. Hillsboro Blvd, Suite 202, Deerfield Beach, FL 33442; and Robert Guy, 8115 Mobile Highway, Pensacola FL 32526

J10000173278

Case: 2011 CC 002324

00080752857

Dkt: CC1033 Pg#:

Order: 02-0026-150

Recorded in Public Records 11/29/2016 2:21 PM OR Book 7628 Page 1783, Instrument #2016091310, Pam Childers Clerk of the Circuit Court Escambia County, FL

Filing # 49330923 E-Filed 11/28/2016 03:02:20 PM

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

ROBERT C. SCHRADER 208 Greenridge Dr. Pensacola, FL 32514

Plaintiff,

Case No.

Division

vs.

ROBERT GUY dba Pensacola Roofing Company 8115 Mobile Highway Pensacola, FL 32526

Defendant.

DEFAULT FINAL JUDGMENT

At a Small Claims Pretrial Conference in open court on November 9, 2016, the plaintiff appeared but the defendant did not. As a result, the plaintiff is entitled to a Default and Final Judgment and it is therefore

ORDERED AND ADJUDGED that plaintiff shall recover from defendant \$3,850.00 which shall accrue interest at the rate of 4.91% per annum for which let execution issue.

DONE AND ORDERED this 26th day of November 2016 in chambers, nunc pro tunc to November 9, 2016, as announced in open court, Pensacola, Escambia County, Florida.

County Judge

2016 SC 003590

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cc: Plaintiff
Defendant

Order: 02-0026-150