



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

1025-07

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	KEYS FUNDING LLC - 2023 PO BOX 71540 PHILADELPHIA, PA 19176-1540	Application date	Apr 21, 2025
Property description	WOMACK LEDWAN & WOMACK CAROLYN 1111 HOPE DR PENSACOLA, FL 32534 1614 LEPLEY RD 03-0762-000 LT 17R BREEZEWOOD CIRCLE PB 6 P 27 OR 8083 P 569	Certificate #	2023 / 1020
		Date certificate issued	06/01/2023

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

Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2023/1020	06/01/2023	1,524.80	197.27	1,722.07
→Part 2: Total*				1,722.07


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

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2024/1063	06/01/2024	1,647.26	6.25	109.47	1,762.98
Part 3: Total*					1,762.98

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	3,485.05
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	3,860.05

I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.

Sign here: 
Signature, Tax Collector or Designee

Escambia, Florida
Date April 24th, 2025

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



Gary "Bubba" Peters

Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

[Back](#)


← Nav. Mode ☒ Account ☐ Parcel ID →

[Printer Friendly Version](#)

General Information Parcel ID: 2315303400000017 Account: 030762000 Owners: WOMACK LEDWAN & WOMACK CAROLYN Mail: 1111 HOPE DR PENSACOLA, FL 32534 Situs: 1614 LEPLY RD 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 <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2024</td> <td>\$12,000</td> <td>\$102,559</td> <td>\$114,559</td> <td>\$101,715</td> </tr> <tr> <td>2023</td> <td>\$8,000</td> <td>\$98,489</td> <td>\$106,489</td> <td>\$92,469</td> </tr> <tr> <td>2022</td> <td>\$8,000</td> <td>\$87,882</td> <td>\$95,882</td> <td>\$84,063</td> </tr> </tbody> </table> <div>Disclaimer</div> <div>Tax Estimator</div> <div>Change of Address</div> <div>File for Exemption(s) Online</div> <div>Report Storm Damage</div>		Year	Land	Imprv	Total	Cap Val	2024	\$12,000	\$102,559	\$114,559	\$101,715	2023	\$8,000	\$98,489	\$106,489	\$92,469	2022	\$8,000	\$87,882	\$95,882	\$84,063																																																				
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23-15-30-2

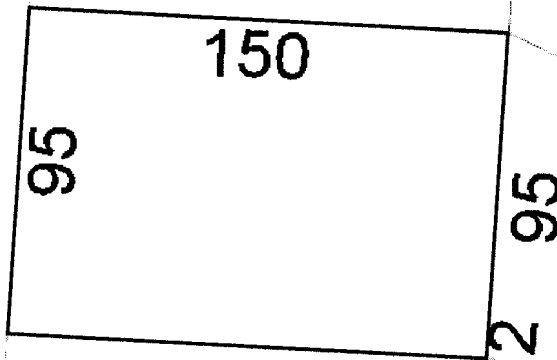
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Evacuation
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297.4




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

Buildings

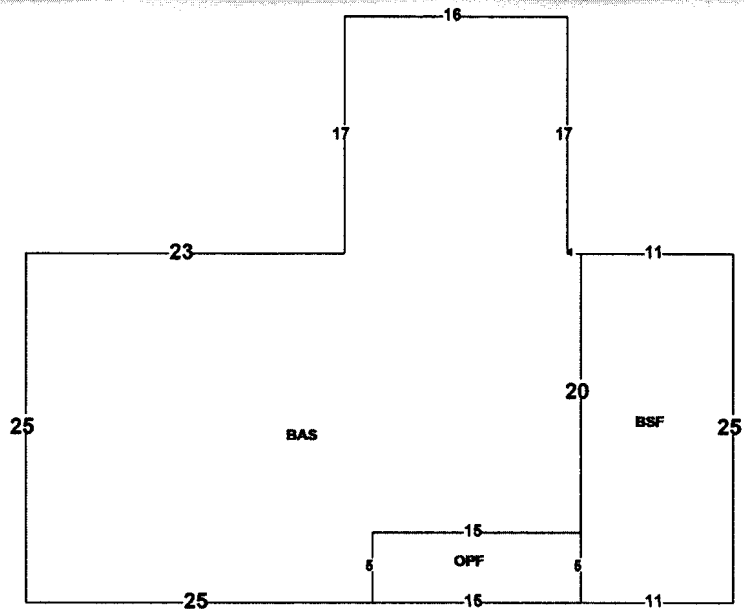
Address:1614 LEPLEY RD, Improvement Type: SINGLE FAMILY, Year Built: 1964, Effective Year: 1975, PA Building ID#: 55639

Structural Elements

DECOR/MILLWORK-AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-CONCRETE BLOCK
FLOOR COVER-ASPHALT TILE
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-3
NO. STORIES-1
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-GABLE
STORY HEIGHT-0
STRUCTURAL FRAME-MASONRY PIL/STL

 Areas - 1547 Total SF

BASE AREA - 1197
BASE SEMI FIN - 275
OPEN PORCH FIN - 75



Images



3/13/2025 12:00:00 AM

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

Last Updated:05/09/2025 (tc 6118)

Redeemed From Sale



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

Tax Deed Sales - Redeemed From Sale
Account: 030762000 Certificate Number: 001020 of 2023

Date Of Redemption

Clerk's Check Clerk's Total \$784.80

Postage Tax Deed Court Registry \$750.80

Payor Name

Notes

Submit

Reset

Print Preview

Print Receipt

Commit Redemption ☒

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **KEYS FUNDING LLC** holder of **Tax Certificate No. 01020**, 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 17R BREEZEWOOD CIRCLE PB 6 P 27 OR 8083 P 569

SECTION 23, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 030762000 (1025-07)

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

LEDWAN WOMACK and CAROLYN WOMACK

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 October, which is the **1st day of October 2025**.

Dated this 9th day of May 2025.

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



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 9315, Page 482, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 01020, issued the 1st day of June, A.D., 2023

TAX ACCOUNT NUMBER: 030762000 (1025-07)

DESCRIPTION OF PROPERTY:

LT 17R BREEZEWOOD CIRCLE PB 6 P 27 OR 8083 P 569

SECTION 23, TOWNSHIP 1 S, RANGE 30 W

NAME IN WHICH ASSESSED: LEDWAN WOMACK and CAROLYN WOMACK

Dated this 12th day of May 2025.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk



Gary "Bubba" Peters

Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

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← Nav. Mode ☒ Account ☐ Parcel ID →

[Printer Friendly Version](#)

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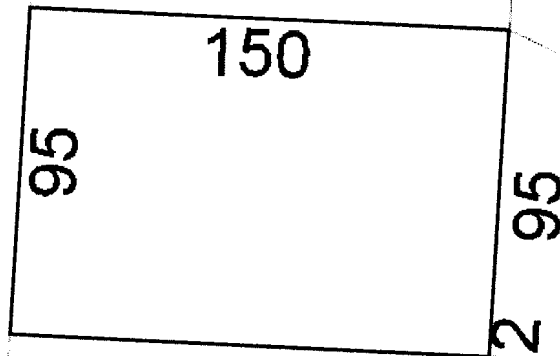
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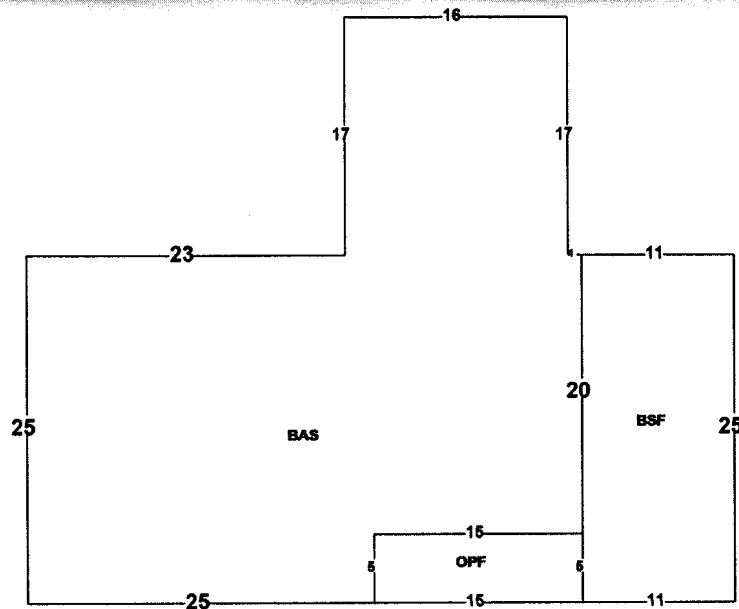
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STRUCTURAL FRAME-MASONRY PIL/STL



Areas - 1547 Total SF

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BASE SEMI FIN - 275
OPEN PORCH FIN - 75



Images



3/13/2025 12:00:00 AM

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Last Updated:05/09/2025 {tc.6118}

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 #: 03-0762-000 CERTIFICATE #: 2023-1020

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

The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of record of the land described herein together with current and delinquent ad valorem tax information and a listing and copies of all open or unsatisfied leases, mortgages, judgments and encumbrances recorded in the Official Record Books of Escambia County, Florida that 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: July 11, 2005 to and including July 11, 2025 Abstractor: Andrew Hunt

BY



Michael A. Campbell,
As President
Dated: July 14, 2025

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

July 14, 2025

Tax Account #: **03-0762-000**

1. The Grantee(s) of the last deed(s) of record is/are: **LEDWAN WOMACK AND CAROLYN WOMACK**

By Virtue of General Warranty Deed recorded 4/24/2019 in OR 8083/569

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 Wanda L. Bronson recorded 4/24/2019 – OR 8083/571

b. Judgment in favor of Escambia County recorded 7/29/2005 – OR 5692/808

4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 03-0762-000

Assessed Value: \$101,715.00

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: OCT 1, 2025

TAX ACCOUNT #: 03-0762-000

CERTIFICATE #: 2023-1020

In compliance with Section 197.522, Florida Statutes, the following is a list of names and addresses of those persons, firms, and/or agencies having legal interest in or claim against the above-described property. The above-referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2024</u> tax year.

**LEDWAN WOMACK AND
CAROLYN WOMACK
1111 HOPE DR
PENSACOLA, FL 32534**

**LEDWAN WOMACK AND
CAROLYN WOMACK
1614 LEPLEY RD
PENSACOLA, FL 32534**

**LEDWAN WOMACK AND
CAROLYN WOMACK
348 WELCOME CIR
CANTONMENT, FL 32533**

**WANDA L BRONSON
1050 BREEZY ACRES RD
PENSACOLA, FL 32534**

**LEDWAN W WOMACK
1005 REVERE DR
PENSACOLA, FL 32505**

Certified and delivered to Escambia County Tax Collector, this 15th day of July 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

July 14, 2025

Tax Account #:03-0762-000

**LEGAL DESCRIPTION
EXHIBIT "A"**

LT 17R BREEZEWOOD CIRCLE PB 6 P 27 OR 8083 P 569

SECTION 23, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 03-0762-000(1025-07)

Recorded in Public Records 4/24/2019 9:49 AM OR Book 8083 Page 569,
Instrument #2019035360, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$18.50 Deed Stamps \$175.00

Prepared by:
Braden K. Ball, Jr.
Litvak Beasley Wilson & Ball, LLP
40 Palafox Place, Suite 300
Pensacola, FL 32502
File Number: 19-0191BKB
Consideration \$25,000.00

General Warranty Deed

Made this April 23, 2019 A.D. By **Wanda L. Bronson**, 1050 Breezy Acres Rd, Pensacola, Florida 32534, hereinafter called the grantor, to **Ledwan Womack and Carolyn Womack**, husband and wife, whose post office address is: 348 Welton Cir., Cantonment, FL 32533 hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the 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 Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

See Attached Schedule "A"

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.

Parcel ID Number: **231S303400000017**

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 covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2018.

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

Signed, sealed and delivered in our presence:

Pamela L. Larkin
Witness Printed Name Pamela L. Larkin

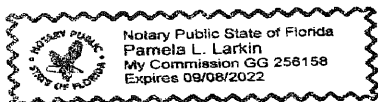
Gianna Knox
Witness Printed Name Gianna Knox

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 23rd day of April, 2019, by Wanda L. Bronson, who is personally known to me or who has produced FLDC as identification.

Wanda L. Bronson (Seal)
Wanda L. Bronson
Address: 1050 Breezy Acres Rd, Pensacola, Florida 32534

Pamela L. Larkin
Notary Public
Print Name: Pamela L. Larkin
My Commission Expires: 9-8-2022



DEED Individual Warranty Deed with Non-Homestead-Legal on Schedule A

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Prepared by:
Braden K. Ball, Jr.
Litvak Beasley Wilson & Ball, LLP
40 Palafox Place, Suite 300
Pensacola, FL 32502
File Number: 19-0191BKB
Consideration \$25,000.00

Schedule "A"

Lot 17R, Breezewood Circle, a subdivision of a portion of Section 23, Township 1 South, Range 30 West, Escambia County, Florida, according to the plat thereof recorded in Plat Book 6, at Page 27, of the Public Records of said County.

Recorded in Public Records 4/24/2019 9:49 AM OR Book 8083 Page 571,
Instrument #2019035361, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$112.00 MTG Stamps \$80.50 Int. Tax \$46.00

Prepared By:
Braden K. Ball, Jr., of
Litvak, Beasley, Wilson & Ball
226 East Government Street
Pensacola, Florida 32502

STATE OF FLORIDA

COUNTY OF ESCAMBIA

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE, made this 23rd day of April, 2019, between Ledwan Womack and Carolyn Womack, husband and wife, ("Mortgagor"), whose address is 348 Welcome Cir. FL 32534, and Wanda L. Bronson,, ("Mortgagee"), whose address is 1050 Breezy Acres Rd, Pensacola, FL 32534. ^{containing} 32533

WITNESSETH:

WHEREAS, Mortgagors, Ledwan Womack and Carolyn Womack, are indebted to Mortgagee in the principal sum of Twenty-Three Thousand and 00/100ths Dollars (\$23,000.00), together with interest thereon, as evidenced by that certain promissory note of even date herewith, executed by Mortgagors, Ledwan Womack and Carolyn Womack and delivered to Mortgagee, the final payment of which is due on the day set forth in said Promissory Note (the "Note"), which term includes any modification, renewal, extension, consolidation or alteration thereof, which by reference is made a part hereof to the same extent as though set out in full herein;

NOW THEREFORE, to secure the performance by Mortgagor of all covenants and conditions of the Note, any renewals, extensions, or modifications of the Note, this Mortgage, and all other instruments securing the Note, and all existing or future notes, loans, guaranties, or other indebtedness owed by Ledwan Womack and Carolyn Womack to Mortgagee, including all future advances, obligatory or otherwise, notwithstanding that such indebtedness is secured by other mortgages, and including all expenses or obligations incurred by Mortgagee pursuant to any existing or future mortgage, loan or security agreement, and in order to charge the properties, interests and rights hereinafter described with such payment and performance and for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), Mortgagor does hereby mortgage to Mortgagee and, where applicable, grant a security interest in:

I. THE MORTGAGED PROPERTY

(A) All of the land located in the State of Florida, as described on Exhibit A attached hereto and made a part hereof, and all additions of property to Exhibit A, to have and to hold the same, together with each and every building, structure, tenement, hereditament, open parking area improvement, easement, right, power, privilege, immunity and appurtenance thereunto belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, and also the estate, right, title, interest, homestead, right of dower, separate estate, property, possession and claim whatsoever in law as well as in equity of Mortgagor of, in and to the same in every part and parcel thereof unto Mortgagee in fee simple.

(B) (i) All tangible and intangible personal property and fixtures owned by Mortgagor now or hereafter affixed to or located on the property described in paragraph A hereof which is deemed to be fixtures and a part of the real property under applicable law; (ii) all articles of personal property and all

materials delivered to the property described in paragraph A hereof for use in any way thereon, and owned by Mortgagor; (iii) all contract rights, accounts, accounts receivable, chattel paper, documents of title, documents, goods, consumer goods, goodwill, option rights, purchase contracts, construction agreements, franchises, permits, management agreements, operating agreements, inventory, instruments, deposit accounts, farm products, inventory, materials, supplies, money, minerals, crops and timber, general intangibles, actions and rights in action, including all rights to insurance policies and proceeds and all liquor licenses; all equipment including parts, accessories, attachments, special tools, additions and accession thereto, and (iv) all proceeds, products, replacements, additions, enlargements, accessions, substitutions, renewals and accessions of any of the foregoing items. This Mortgage is a self-operative security agreement with respect to the herein described property, but Mortgagor agrees to execute and deliver on demand such other security agreements, financing statements and other instruments as Mortgagee may request in order to perfect its security interest or to impose the lien hereof more specifically upon any of such property. Mortgagee shall have all the rights and remedies in addition to those specified herein of a secured party under the Florida Uniform Commercial Code.

(C) All rents, leases, subleases, lettings, licenses, issues, profits, revenue, royalties, income, proceeds, and other benefits flowing or derived from the property described in paragraphs (A) and (B) hereof, together with those benefits derived from the property as more particularly described in that certain Assignment of Rents and Leases executed and delivered to Mortgagee this date (the "Assignment of Rents and Leases") (the terms and conditions of which Assignment of Rents and Leases are hereby incorporated by this reference), which Assignment of Rents and Leases further secures the Note; provided, however, that permission is hereby given to Mortgagor so long as no default has occurred hereunder, to collect, receive, and use such benefits from the property as they become due and payable, but not in advance thereof.

(D) All unearned premiums, accrued, accruing or to accrue under all insurance policies now or hereafter obtained by Mortgagor, and all insurance policies and proceeds, both cash and non-cash, thereof and all condemnation proceeds, awards, damages and claims relating to or derived from the property described in Paragraph (A), (B) and (C) hereof.

Everything referred to in paragraphs (A), (B), (C), and (D) hereof and any additional property hereafter acquired by Mortgagor and subject to the lien of this Mortgage or any part of these properties is herein referred to as the "Mortgaged Property."

II. COVENANTS OF MORTGAGOR

1. **Compliance with Note and Mortgage; Warranty of Title.** Mortgagor, Ledwan Womack and Carolyn Womack, shall comply with all provisions hereof, of the Note, and of every other instrument securing the Note, and will promptly pay to Mortgagee the principal with interest thereon and all other sums required to be paid by Mortgagor under the Note, this Mortgage and all other instruments securing the Note. Mortgagor is indefeasibly seized of the Mortgaged Property in fee simple, except as noted in the mortgagee policy of title insurance issued in favor of Mortgagee in connection with this transaction, and Mortgagor has lawful authority to convey, mortgage and encumber the same as provided by this Mortgage, does hereby so warrant and Mortgagor shall forever warrant and defend the validity and priority of the lien of this Mortgage against the claims of all persons and parties whomsoever.

2. **Payment of Taxes and Liens.** Mortgagor shall pay all taxes, assessments, liens, levies, liabilities, obligations and encumbrances of every nature and kind whether now or hereafter imposed,

levied or assessed on the Mortgaged Property, this Mortgage or the indebtedness secured hereby. All such payments shall be made when due and payable before they become delinquent and before any interest attaches or any penalty is incurred. Insofar as any such lien or encumbrance is of record the same shall be promptly satisfied or released and evidence of such satisfaction or release shall be given to Mortgagee. Mortgagor shall deposit with Mortgagee on the first day of each month, in addition to making payments of principal and interest, until the Note is fully paid, an amount equal to one-twelfth (1/12) of the annual taxes and assessments payable with respect to the Mortgaged Property. Such deposits shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereof. Upon demand by Mortgagee, Mortgagor shall deliver to Mortgagee such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such taxes and assessments when due. In the event of default under any of the terms, covenants and conditions in the Note, this Mortgage or any other instrument securing the Note to be performed or observed by Mortgagor, Mortgagee may apply to the reduction of the sums secured hereby, in such manner as Mortgagee shall determine, any amount under this paragraph remaining to Mortgagor's credit. Mortgagor will pay all lawful claims and demands of mechanics, materialmen, laborers, suppliers and others which, if unpaid, might result in, or permit the creation of, lien on the Mortgaged Property or any part thereof and will do or cause to be done everything necessary so that the lien of this Mortgage shall be fully preserved at the cost of Mortgagor and without expense to Mortgagee.

3. **Insurance.** Mortgagor shall keep any improvements now existing or hereafter erected on the Mortgaged Property and all parts of the Mortgaged Property insured as may be required from time to time by Mortgagee against a loss by fire or other casualty and contingency (including flood hazards and related occurrences in the event any portion of the Mortgaged Property is located in a flood hazard area as may be identified from time to time) in such amount and for such periods as may be required by Mortgagee, and to pay promptly, when due, all premiums for such insurance. All such insurance shall be carried with companies approved by Mortgagee and the policies and renewals thereof shall be held by Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to Mortgagee. Mortgagor shall not take out separate insurance concurrent in form or contributing in the event of loss with that required to be maintained hereunder unless Mortgagee is included thereof as a named insured with loss payable to Mortgagee as set forth herein. In event of loss, Mortgagor shall give immediate notice by mail to Mortgagee and Mortgagee may make proof of loss if not made promptly by Mortgagor, and each insurance company concerned is hereby authorized and directed to make payments for such loss directly to Mortgagee instead of to Mortgagor or to Mortgagor and Mortgagee jointly and the insurance proceeds or any part thereof may be applied by Mortgagee at its option, after deducting therefrom all its expenses including attorney's fees, either to reduction of the indebtedness hereby secured or the restoration or repair of the property damaged. Mortgagee is hereby authorized, at its option, to settle and compromise any claims, awards, damages, rights of action and proceeds, and any other payment or relief under any insurance policy. In the event of foreclosure of this Mortgage or other transfer of title to the Mortgaged Property in extinguishment of the indebtedness secured hereby, all right, title, and interest of Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee. Mortgagor shall deposit with Mortgagee on the first day of each month, in addition to making payments of principal and interest, until the Note is fully paid, in an amount equal to one-twelfth (1/12) of the annual premiums for all insurance. Such deposits shall not be, nor be deemed to be, trust funds, but may be commingled with the general funds of Mortgagee, and no interest shall be payable in respect thereof. Upon demand by Mortgagee, Mortgagor shall deliver to Mortgagee such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable Mortgagee to pay such premiums when due. In the event of default under any of the terms, covenants and conditions in the Note, this Mortgage or any other instrument securing the Note to be kept, performed or observed by Mortgagor,

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Mortgagee may apply to the reduction of the sums secured hereby, in such manner as Mortgagee shall determine, any amount under this paragraph remaining to Mortgagor's credit and any return premium received from cancellation of any insurance policy by Mortgagee upon foreclosure of this Mortgage.

4. **Condemnation.** If all or any part of the Mortgaged Property shall be damaged or taken through condemnation (which term when used herein shall include any damage or taking by any governmental authority or any other authority authorized by the laws of the State of Florida or the United States of America to so damage or take, and any transfer by private sale in lieu thereof), either temporarily or permanently, then the entire indebtedness and other sums secured hereby shall, at the option of Mortgagee, become immediately due and payable. Mortgagee shall be entitled to all compensation awards, damages, claims, rights of action and proceeds of, or on account of any damage or taking through condemnation and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or Mortgagor's name, any action or proceeding relating to any condemnation, and to settle or compromise any claim in connection therewith. All such compensation awards, damages, claims, rights of action and proceeds, and any other payments or relief, and the right thereto, are hereby assigned by Mortgagor to Mortgagee, who, after deducting therefrom all its expenses including attorney's fees, may release any monies so received by it without affecting the lien of this Mortgage or may apply the same, in such manner as Mortgagee shall determine, to the reduction of the sums secured hereby and to any prepayment charge provided in the Note, this Mortgage or any other instruments securing the Note. Any balance of such monies then remaining shall be paid to Mortgagor. Mortgagor agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as Mortgagee may require.

5. **Care of Mortgaged Property/Financial Statements.** Mortgagor shall not remove or demolish any building or other property forming a part of the Mortgaged Property without the prior written consent of Mortgagee or permit, commit, or suffer any waste, impairment or deterioration of the Mortgaged Property or any part thereof, and shall keep the same and the improvements thereon in good condition and repair. Mortgagor shall notify Mortgagee in writing within five (5) days of any injury, damage or impairment of or occurring on the Mortgaged Property including, but not limited to, serious injury or loss by death or otherwise occurring on the Mortgaged Property. Mortgagor has no knowledge and has not given or received any notice indicating that the Mortgaged Property or the present use thereof or any practice, procedure or policy employed by it, or any lessee, occupant or sublessee of the Mortgaged Property violates any applicable law, regulation, code, order, rule, judgment or agreement including, without limitation, those relating to zoning, building use, concurrency, growth management, and occupancy, fire safety, health, sanitation, air pollution, ecological matters, environmental protection, hazardous or toxic materials, substances or wastes, conservation, parking, and architectural barriers to the handicapped. Mortgagee may at Mortgagee's discretion, have the Mortgaged Property inspected at the time and Mortgagor shall pay all costs incurred by Mortgagee in executing such inspection. Upon written request, Mortgagor or successors in interest shall provide Mortgagee with any financial data relative to Mortgagor, including personal financial statements, balance sheets, profit and loss statements, and income tax returns.

6. **Mortgagee's Right to Make Certain Payments.** In the event Mortgagor fails to pay and/or discharge the taxes, assessments, liens, levies, liabilities, obligations and encumbrances, or fails to keep the Mortgaged Property insured or to deliver the policies, premiums paid, or fails to repair the Mortgaged Property as herein agreed, Mortgagee is hereby authorized at its election to pay and/or discharge the taxes, assessments, liens, levies, liabilities, obligations and encumbrances or any part thereof, to procure and pay for such insurance or to make and pay for such repairs, without any obligation

on its part to determine the validity and/or necessity thereof, and without Mortgagee waiving or affecting any option, lien, equity or right under or by virtue of this Mortgage. The full amount of each and every such payment made by Mortgagee shall be immediately due and payable by Mortgagor and shall bear interest from the date thereof until paid at the Default rate, as hereinafter defined, and together with such interest, shall be secured by the lien of this Mortgage. Nothing herein contained shall be construed as requiring Mortgagee to advance or expend monies for any of the purposes mentioned in this paragraph.

7. **Payment of Expenses.** Mortgagor shall pay all the costs and charges and expenses, including reasonable attorney's fees, whether incurred at the trial or appellate level, disbursements and costs of abstracts of title, or paid at any time by Mortgagee because and/or in the event of the failure on the part of Borrower or Mortgagor promptly and fully to perform, comply with and abide by each and every stipulation, agreement, condition and covenant of the Note, this Mortgage and any other instrument securing the Note. Such costs, charges and expenses, shall be immediately due and payable, without notice, demand, attempt to collect or suit pending. The full amount of each and every such payment shall bear interest from the date thereof until paid at the Default Rate, as hereinafter defined. All such costs, charges and expenses so incurred or paid, together with such interest, shall be secured by the lien of this Mortgage.

8. **No Transfer.** It is understood and agreed by Mortgagor that as part of the inducement to Mortgagee to make the loan evidenced by the Note, Mortgagee has considered and relied on the credit worthiness and reliability of Mortgagor. Mortgagor covenants and agrees not to sell, convey, transfer, lease or further encumber any interest in or any part of the Mortgaged Property without the prior written consent of Mortgagee, and any such sale, conveyance, transfer, lease or encumbrance made without Mortgagee's prior written consent shall be deemed to be an event of default under this Mortgage. If any person should obtain an interest in all or any part of the Mortgaged Property pursuant to the execution or enforcement of any lien, security interest or other right, whether superior, equal or subordinate to this Mortgage or the lien hereof, such event shall be deemed to be a transfer by Mortgagor and a default hereunder.

9. **After Acquired Property.** The lien of this Mortgage will automatically attach, without further act, to all after acquired property located in or on, or attached to, or used or intended to be used in connection with or with the operation of the Mortgaged Property.

10. **Additional Documents.** At any time and from time to time, upon Mortgagee's request, Mortgagor shall make, execute and deliver or cause to be made, executed and delivered to Mortgagee and, where appropriate, shall cause to be recorded or filed and from time to time thereafter to be re-recorded or refiled at such time and in such offices and places as shall be deemed desirable by Mortgagee any and all such further mortgages, instruments of further assurance, certificates and other documents as Mortgagee may consider necessary or desirable in order to effectuate, complete, enlarge or perfect, or to continue and preserve the obligations of Mortgagor under the Note and this Mortgage, and the lien of this Mortgage as a first and prior lien upon all of the Mortgaged Property, whether now owned or hereafter acquired by Mortgagor. Upon any failure by Mortgagor to do so, Mortgagee may make, execute, record, file, re-record, or refile any and all such mortgages, instruments, certificates and documents for and in the name of Mortgagor, and Mortgagor hereby irrevocably appoints Mortgagee agent and attorney-in-fact of Mortgagor to do so.

III. EVENTS OF DEFAULT

11. **Events of Default.** Any one of the following shall constitute an event of default:

- (a) Failure by Mortgagor to pay, as and when due and payable, any installments of principal or interest due under the Note, or any deposits for taxes and assessments or insurance premiums due hereunder, or any other sums to be paid by Mortgagor hereunder, or under any other instrument securing the Note.
- (b) Failure by Mortgagor to duly keep, perform and observe the provisions of paragraph 8 of this Mortgage.
- (c) Failure by Mortgagor to duly keep, perform and observe any covenant, condition or agreement in the Note, this Mortgage, or any other instrument securing the Note.
- (d) If either Mortgagor or endorser of the Note: (i) files a voluntary petition in bankruptcy, or (ii) is adjudicated as a bankrupt or insolvent, or (iii) files any petition or answer seeking or acquiescing in any reorganization, management, composition, readjustment, liquidation, dissolution or similar relief for itself under any law relating to bankruptcy, insolvency or other relief for debtors, or (iv) seeks, consents to or acquiesces in the appointment of any trustee, receiver, master or liquidator of itself or of all or any part of the Mortgaged Property, or (v) makes any general assignment for the benefit of creditors, or (vi) makes any admission in writing of its inability to pay its debts generally as they become due; or (vii) a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against it seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state, or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, which order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive from the date of entry thereof; or (viii) any trustee, receiver or liquidator of it or of any part of the Mortgaged Property is appointed without the prior written consent of Mortgagee, which appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days whether or not consecutive.

IV. REMEDIES OF MORTGAGEE

12. **Acceleration.** If an event of default shall have occurred, Mortgagee may declare the outstanding principal amount of the Note and the interest accrued thereon, and all other sums secured hereby, to be due and payable immediately, and upon such declaration such principal and interest and other sums shall immediately become due and payable without demand, notice or presentment for payment.

13. **Other Remedies.** If an event of default shall have occurred, Mortgagee may proceed by suit or suits at law or in equity or by any other appropriate proceeding or remedy; (a) to enforce payment of the Note or the performance of any term thereof or any other right; (b) to foreclose this Mortgage and to sell, as an entirety or in separate lots or parcels, the Mortgaged Property under the judgment or decree of a court or courts of competent jurisdiction; (c) to collect all rents, issues, profits, revenues, income, proceeds or other benefits from the Mortgaged Property; (d) to obtain ex parte sequestration of all such benefits of the Mortgaged Property into the registry of the court pursuant to Fla. Stat. 697.07 and/or to seek appointment of a receiver to enter upon and take possession of the Mortgaged Property and to collect all rents, issues, profits, revenues, income or other benefits thereof and apply the same as the court may direct and such receiver shall have all rights and powers permitted under law; such receiver shall have all the broad and effective functions and powers in anywise entrusted by a Court to a receiver, and such

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appointment shall be made by such Court, as an admitted equity and a matter of absolute right to said Mortgagee, and without reference to the adequacy or inadequacy of the value of the Mortgaged Property or to the solvency or insolvency of Mortgagor and/or of the defendants and regardless of whether Mortgagee has an adequate remedy at law; and (e) to pursue any other remedy available to it, including, but not limited to taking possession of the Mortgaged Property without notice or hearing to Mortgagor. Mortgagee shall take action either by such proceedings or by the exercise of its power with respect to entry or taking possession, or both as Mortgagee may determine.

14. **Waiver of Appraisalment, Valuation, Stay, Extension, and Redemption Laws.**

Mortgagor agrees to the full extent permitted by law that in case of a default on its part hereunder, neither Mortgagor nor anyone claiming through or under it shall or will set up, claim or seek to take advantage of any appraisalment, valuation, stay, extension or redemption laws now or hereafter in force, in order to prevent or hinder the enforcement or foreclosure of this Mortgage, or the absolute sale of the Mortgaged Property or the final and absolute putting into possession thereof, immediately after such sale, of the purchasers there at, and Mortgagor, for itself and all who may at any time claim through or under it, hereby waives, to the full extent that it may lawfully so do, the benefit of all such laws, and any and all right to have the assets comprising the Mortgaged Property marshalled upon any foreclosure of the lien hereof and agrees that Mortgagee or any court having jurisdiction to foreclose such lien may sell the Mortgaged Property in part or as an entirety.

15. **No Waiver.** No delay or omission of Mortgagee or of any holder of the Note and Mortgage to exercise any right, power or remedy accruing upon any event of default shall exhaust or impair any such right, power or remedy or be construed as a waiver of any such event of default or constitute acquiescence therein.

16. **Non-Exclusive Remedies.** No right, power or remedy conferred upon or reserved to Mortgagee by the Note, this Mortgage or any other instrument securing the Note is exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power or remedy given hereunder or under the Note, or any other instrument securing the Note, or now or hereafter existing at law, in equity or by statute.

V. MISCELLANEOUS

17. **Successors and Assigns Bound.** Whenever one of the parties hereto is named or referred to herein, the heirs, personal representatives, successors and assigns of such party shall be included and all covenants and agreements contained in this Mortgage, by or on behalf of Mortgagor or Mortgagee, shall bind and inure to the benefit of their respective heirs, personal representatives, successors and assigns.

18. **Invalid or Unenforceable.** In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Mortgage or any other instrument securing the Note shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein and in the Note and any other instrument securing the Note shall be in no way affected, prejudiced or disturbed thereby.

19. **Future Advances.** This Mortgage is given to secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or are to be made at the option of Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof to the same extent as if such future advances are made on the date of the execution of this Mortgage. The total amount of

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indebtedness that may be so secured may decrease or increase from time to time, but the total unpaid balance so secured at one time shall not exceed two times the amount of the Note, together with any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property, with interest on such disbursements at the Default Rate as hereinafter defined.

20. **Obligation of Mortgagor.** Mortgagor shall pay the cost of releasing or satisfying this Mortgage of record.

21. **Default Rate.** The Default Rate shall be the default rate of interest as more particularly described in the Note.

22. **Hazardous Substances.** Mortgagor warrants and represents to Mortgagee:

(a) That neither Mortgagor nor any other person to the Mortgagor's knowledge, after reasonable inquiry, has ever used the Mortgaged Property as a facility for the storage, treatment or disposal of any "Hazardous Substances," as that term is hereinafter defined;

(b) That the Mortgaged Property is now and at all times hereafter will continue to be in full compliance with all federal, state and local "Environmental Laws" (as that term is defined hereinafter), including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 USC Section 9601, et seq., the Superfund Amendments and Reauthorization Act of 1986 ("SAPA"), Public Law 99-499, 100 Stat. 1613, the Resource Conservation and Recovery Act ("RCRA"), 42 USC Section 6901, et seq., the Florida Resource Recovery and Management Act, Section 403.701, et seq., Florida Statutes, the Pollutant Spill Prevention and Control Act, Section 376.011-376.17 and 376.19-376.21 Florida Statutes, as the same may be amended from time to time and all ordinances, regulations, codes, plans, orders, and decrees now existing or in the future enacted, promulgated, adopted, entered or issued, both within and outside present contemplation of the Mortgagor and Mortgagee;

(c) That (i) as of the date hereof there are no hazardous or toxic materials, substances, wastes or other environmentally regulated substances (including solids or gaseous products and any materials containing asbestos), the presence of which is limited, regulated or prohibited by any state, federal or local governmental authority or agency having jurisdiction over the Mortgaged Property, or which are otherwise known to pose a hazard to health or safety of occupants of the Mortgaged Property, located on, in or under the Mortgaged Property or used in connection therewith or (ii) Mortgagor has fully disclosed to Mortgagee in writing the existence, extent and nature of any such hazardous or toxic material waste or other environmentally regulated substance, which Mortgagor is legally authorized and empowered to maintain on, in or under the Mortgaged Property or use in connection therewith, and Mortgagor has obtained and will maintain all license, permits and approvals required with respect thereto, and is in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals;

(d) That Mortgagor shall notify Mortgagee of any change in the nature or extent of any hazardous or toxic materials, substances or wastes maintained on, in or under the Mortgaged Property or used in connection therewith, and will transmit to Mortgagee copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the Mortgaged Property; and

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(e) That Mortgagor is not aware of, nor has the Mortgagor nor any of its subsidiary or affiliated entities received notice of, any past, present or future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance or continued compliance with Environmental Laws or any ordinance, regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder, or which may give rise to any common law or legal liability, or otherwise form the basis of any claim, action, demand, suit, proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling, or the emission, discharge, release or threatened release into the environment, of any Hazardous Substance; and

(f) That there is no civil, criminal or administrative action, suit, demand, claim, hearing, notice or demand letter, notice of violation, investigation, or proceeding pending or threatened against Mortgagor or the Mortgaged Property, relating in any way to any Environmental Laws or any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder;

(g) Mortgagor hereby agrees to indemnify, reimburse, defend and hold harmless Mortgagee, its officers, directors, employees, successors and assigns from and against all demands, claims, civil or criminal actions or causes of action, liens, assessments, civil or criminal penalties or fines, losses, damages, liabilities, obligations, costs, disbursements, expenses or fees of any kind or of any nature (including, without limitation, cleanup costs, attorneys', consultants' or experts' fees and disbursements and costs of litigation at trial and appellate levels) which may at any time be imposed upon, incurred by or asserted or awarded against, Mortgagee directly or indirectly, resulting from: (a) any acts or activities of Mortgagor, its agents, employees or contractors, at, on or about the Mortgaged Property which contaminate air, soils, surface waters or groundwaters over, on or under the property; (b) arising from or out of any Hazardous Substance on, in or under the Mortgaged Property; (c) pursuant to or in connection with the application of any Environmental Law to the acts or omissions of Mortgagor or any other person and any environmental damage alleged to have been caused, in whole or in part, by the transportation, treatment, storage, or disposal of any Hazardous Substance; or (d) arising from or in relation to the presence, whether past, present or future, of any Hazardous Substances on the Mortgaged Property;

Without limiting the foregoing, this indemnification provision specifically protects the Mortgagee against any claim or action from activities described in (a), (b), (c) or (d) above, based in whole or in part upon any environmental statute, rule, regulation or policy, including but not limited to Chapters 403 and 376, Florida Statutes, the Florida Administrative Code, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA") 42 USC Section 9601, et seq., as amended, the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq., and other laws, whether now in existence or enacted in the future.

Mortgagor's indemnification obligation hereunder shall be one of strict liability and shall be enforceable without regard to any fault or knowledge of Mortgagee with respect to any act or omission or condition or event which is the basis of the claim under such indemnification obligation. Mortgagor's obligation under this section shall not be limited to any extent by the term of the Note or other obligations secured hereby, and such obligation shall continue, survive and remain in full force and effect notwithstanding payment in full or other satisfaction or release of said Note (and other obligations secured hereby) and this Mortgage, or any foreclosure under this Mortgage, or any delivery of a deed in lieu of

foreclosure. The provisions of this section shall be deemed to survive and continue in full force and effect after any foreclosure or other proceeding by which the Mortgagee, and its successors and assigns succeed to ownership of the Mortgaged Property.

As used here in, "Environmental Law" means any federal, state, or local statutory or common law relating to pollution or protection of the environment, including without limitation, any common law of nuisance or trespass, and any law or regulation relating to emissions, discharges, releases or threatened releases of Hazardous Substances into the environment (including without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances.

As used herein, "Hazardous Substance" means any substance or material identified in Section 101(14) of CERCLA, 42 USC Section 9601(14), as the same may be amended from time to time, or (ii) determined to be toxic, a pollutant or contaminant, under federal, state or local statute, law, ordinance, rule or regulation or judicial or administrative order or decision, as same may be amended from time to time, including but not limited to petroleum and petroleum products as defined in Sec. 376.301(10), Florida Statutes, as same may be amended from time to time.

(h) Mortgagee shall have the right for reasonable cause to require Mortgagor to periodically (but not more frequently than annually unless an Environmental Complaint is then outstanding) perform at Mortgagor's expense a Phase I environmental audit. The environmental audit will be performed by an environmental consultant satisfactory to the Bank. If such audit shows, in the opinion of the consultant, a potential level of contamination that may require corrective environmental cleanup, then the Bank may require, at Mortgagor's expense, an environmental risk assessment and may require Mortgagor, at Mortgagor's expense, to perform the corrective work recommended by said consultant. Should Mortgagor fail to perform such environmental audit or risk assessment within 30 days of the Mortgagee's written request, Mortgagee shall have the right but not the obligation to retain an environmental consultant to perform such environmental audit or risk assessment. All costs and expenses incurred by Mortgagee in the exercise of such rights shall bear interest at the default rate set forth in the Note and shall be secured by this Mortgage and shall be payable by Mortgagor upon demand or charged to Mortgagor's loan balance at the discretion of the Mortgagee.

(i) Any breach of any warranty, representation or agreement contained in this Section shall be an Event of Default hereunder and shall entitle Mortgagee to exercise any and all remedies provided in this Mortgage, or otherwise permitted by law.

23. **Personal Property.** This Mortgage shall be deemed to be a security agreement or financing statement, if appropriate, under the Florida Uniform Commercial Code in respect to all personal property as described herein and materials brought upon the Mortgaged Property to be incorporated in, attached to or used upon the Mortgaged Property. Mortgagor hereby grants a security interest to Mortgagee in and to all such property and any and all other personal property, whether tangible or intangible, described in and by this Mortgage, or any UCC-1 financing statement or any other collateral document or instrument or assignment executed in conjunction thereto, to the full extent permitted by the Florida Uniform Commercial Code. Mortgagor covenants that Mortgagor will do or join with Mortgagee in doing all further things necessary to create, perfect and preserve such security interest. Mortgagor will not suffer or permit any other security interest to exist in respect to any such property. Mortgagor shall keep such property in Mortgagor's possession and will not permit such property to be removed from the Mortgaged Property. Mortgagee shall have all rights and remedies in respect to such property as is

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provided in the Florida Uniform Commercial Code. All of the terms, provisions and conditions of this Mortgage shall be applicable to such property prior to and after incorporation in or attachment to the Mortgaged Property.

24. **Reappraisal.** Notwithstanding any term or provision hereof to the contrary, if at any time and for any reason the Mortgagee in its sole discretion determines that the value of the Mortgaged Property may have declined or be less than Mortgagee previously anticipated, within sixty (60) days from Mortgagee's written request to Mortgagor therefor, Mortgagor shall provide to Mortgagee, at Mortgagor's sole cost and expense, a current appraisal of the Mortgaged Property to be ordered by the Mortgagee from an appraiser designated by Mortgagee and in form and content as required by Mortgagee. Mortgagor shall cooperate fully with any such appraiser and provide all such documents and information as such appraiser may request in connection with such appraiser's performance and preparation of such appraisal. Mortgagor's failure to promptly and fully comply with Mortgagee's requirements under this Paragraph 24 shall, without further notice, constitute an event of default under this Mortgage and other Loan Documents.

25. **Notice.** All notices provided for herein shall be sent by certified or registered-return receipt requested mail, addressed to the appropriate party at the address designated for such party in the preamble to this Mortgage, or such other address as the party who is to receive such notice may designate in writing. Notice shall be completed by depositing the same in a letter box or other means provided for the posting of mail addressed to the party with the proper amount of postage affixed thereto. Actual receipt of notice shall not be required to effect notice hereunder.

26. **Captions.** The captions of the Articles and Sections of this Mortgage are for the purpose of convenience only and are not intended to be a part of this Mortgage and shall not be deemed to modify, explain, enlarge or restrict any of the provisions hereof.

27. **WAIVER OF JURY TRIAL.** MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT OR ANY GUARANTORS OF THE NOTE MAY HAVE TO A TRIAL BY JURY, WITH RESPECT TO ANY LITIGATION OR LEGAL PROCEEDINGS BASED ON, OR ARISING OUT OF THE NOTE, MORTGAGE, GUARANTY, OR OTHER LOAN DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALINGS, VERBAL OR WRITTEN STATEMENTS, OR ACTIONS OR OMISSIONS OF ANY PARTY WHICH IN ANY WAY RELATES TO THE LOAN. THE PARTIES HERETO HAVE SPECIFICALLY DISCUSSED AND NEGOTIATED THIS WAIVER AND UNDERSTAND THE LEGAL CONSEQUENCES OF THIS PARAGRAPH.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year set forth above.

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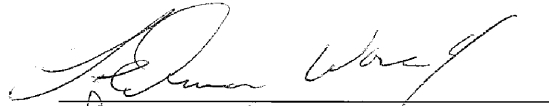
*Signed, sealed and delivered
in the presence of:*



Printed Name: Pamela L. Larkin



Printed Name: Andrea Chesterfield



Ledwan Womack

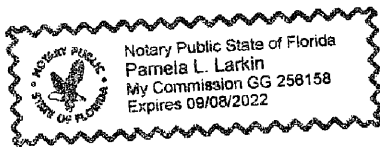


Carolyn Womack

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was sworn, subscribed and acknowledged before me this 23rd day of April, 2019, by Ledwan Womack and Carolyn Womack, who are [] are personally known to me or ☒ have produced a valid FL DL as identification.




Notary Public - State of Florida

Printed Name: Pamela L. Larkin

My Commission Expires: 9-8-2022

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Exhibit "A"

Lot 17R, Breezewood Circle, a subdivision of a portion of Section 23, Township 1 South, Range 30 West, Escambia County, Florida, according to the plat thereof recorded in Plat Book 6, at Page 27, of the Public Records of said County.

Recorded in Public Records 07/29/2005 at 10:29 AM OR Book 5692 Page 808,
Instrument #2005400841, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL

IN THE CIRCUIT COURT OF
ESCAMBIA COUNTY, FLORIDA

cm

STATE OF FLORIDA

CASE NO: 2005 CF 002980 A
DIVISION: B

vs

LEDAWN W WOMACK
1005 REVERE DRIVE
PENSACOLA FL 32505

B/M DOB: 12/16/1973

FILED
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
JUL 29 2005
P 3:34

JUDGMENT AGAINST DEFENDANT FOR ATTORNEY'S FEES AND COSTS

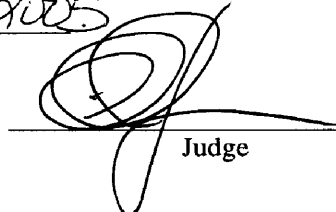
It is hereby ordered and adjudged that the above-named defendant shall pay to the Clerk of the Circuit Court on behalf of the State of Florida, the sum of \$ - 0 -, which the Court has determined to be the reasonable value for the assistance of Court-appointed counsel and for taxable costs in this cause, plus an additional \$ 40.00 Application Fee to be deposited into the Indigent Criminal Defense Trust Fund, for a total of \$ 40.00.

It is further ordered and adjudged that, in accordance with Section 938.29(2)(a), Florida Statutes, a lien is hereby created against all of the property, both real and personal, of the defendant and his/her estate, in the amount aforesaid, in favor of the State of Florida and shall bear interest at the rate set out in s.55.03 Florida Statutes, for which let execution issue.

Payment toward this lien should be made to Honorable Ernie Lee Magaha, Clerk of the Circuit Court, Attn: Circuit Criminal Division, PO Box 333, Pensacola, FL 32591-0333.

Note: You have the right to have a hearing with respect to the appropriateness of the Public Defender fee imposed by the Court. If you wish to have a hearing, you must file a written request with the Court within ten days of the date hereof.

DONE AND ORDERED this 21st day of July, 2005



Judge

cc: Defendant