

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

1025-18

Part 1: Tax Deed	Appli	cation Inforr	nation					
Applicant Name Applicant Address				Application date		Apr 21, 2025		
Property description	SCOTT KEITH A			Certificate #		2023 / 1297		
PENSACOLA, FL 32504 6351 BEAUCLAIR DR 03-3100-000 LT 4 BLK E 1ST ADDN TO COLLEGE COURT PB 6 P 20 OR 4784 P 1752					Date certificate issued		06/01/2023	
Part 2: Certificat	es Ow	ned by Appl	icant an	d Filed wi	th Tax Deed	Appli		
Column 1 Certificate Numbe	ır	Column Date of Certific	_		olumn 3 unt of Certificate		Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2023/1297		06/01/20			879.54		43.98	923.52
	10.	· · · · · · · · · · · · · · · · · · ·		<u> </u>		<u> </u>	→Part 2: Total*	923.52
Part 3: Other Cei	rtificat	tes Redeeme	d by Ap	plicant (O	ther than Co	unty)		
Column 1 Certificate Number	Da	Column 2 ate of Other rtificate Sale	Colu Face A	umn 3 mount of Certificate	Column 4			Total (Column 3 + Column 4 + Column 5)
# 2024/1388		6/01/2024		917.17	6.25		60.95	984.37
	L						Part 3: Total*	984.37
Part 4: Tax Colle	ector (Certified Am	ounts (L	ines 1-7)				
Cost of all cert	ificates	in applicant's	possessio	n and othe	r certificates red (*	deeme Total o	d by applicant of Parts 2 + 3 above)	1,907.89
2. Delinquent tax	es paic	by the applica	int					0.00
Current taxes paid by the applicant					893.71			
Property information report fee				200.00				
5. Tax deed appl	cation	fee						175.00
6. Interest accrue	d by ta	ax collector und	ler s.197.5	642, F.S. (s	ee Tax Collecto	or Insti	uctions, page 2)	0.00
7.						То	tal Paid (Lines 1-6)	3,176.60
I certify the above in	nformat	tion is true and	the tax ce	ertificates, in	nterest, propert	y infor	mation report fee, ar	nd tax collector's fees
							Escambia, Florid	la
Sign here:		IXCOllector or Desi	anoo			נ	Date April 24th, 2	2025

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

Par	rt 5: Clerk of Court Certified Amounts (Lines 8-14)	
8.	Processing tax deed fee	
9.	Certified or registered mail charge	
10.	Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11.	Recording fee for certificate of notice	
12.	Sheriff's fees	
13.	Interest (see Clerk of Court Instructions, page 2)	
14.	Total Paid (Lines 8-13)	
15.	Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	43,926.00
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign I		5
	Signature, Clerk of Court or Designee	

INSTRUCTIONS

Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

Application Number: 2500324

To: Tax Collector of ES	SCAMBIA COUNTY, F	lorida			
I, KEYS FUNDING LLC - 2023					
PO BOX 71540					
PHILADELPHIA, PA 19176			Delle ster er	ad make toy dood application	thoroon:
noid the listed tax certificate	e and hereby surrender the sa	ime to the Tax v	Jonecioi ai	id make tax deed application	thereon.
Account Number	Certificate No.	Date		Legal Description	
03-3100-000	2023/1297	06-01-2023		E 1ST ADDN TO COLLEGE PB 6 P 20 OR 4784 P 1752	Ε
l agree to:					
 pay any current t 	axes, if due and				
 redeem all outsta 	inding tax certificates plus inte	erest not in my p	ossession,	, and	
 pay all delinquen 	t and omitted taxes, plus inter	rest covering the	e property.		
 pay all Tax Collect Sheriff's costs, if a 	ctor's fees, property information applicable.	n report costs, C	Clerk of the	Court costs, charges and fee	s, and
Attached is the tax sale ce which are in my possession	rtificate on which this applicati n.	on is based and	all other ce	ertificates of the same legal de	escription
Electronic signature on fi					
KEYS FUNDING LLC - 2 PO BOX 71540	023				
PHILADELPHIA, PA 19	9176-1540			04.04.0005	
				04-21-2025 Application Date	
Appli	cant's signature				

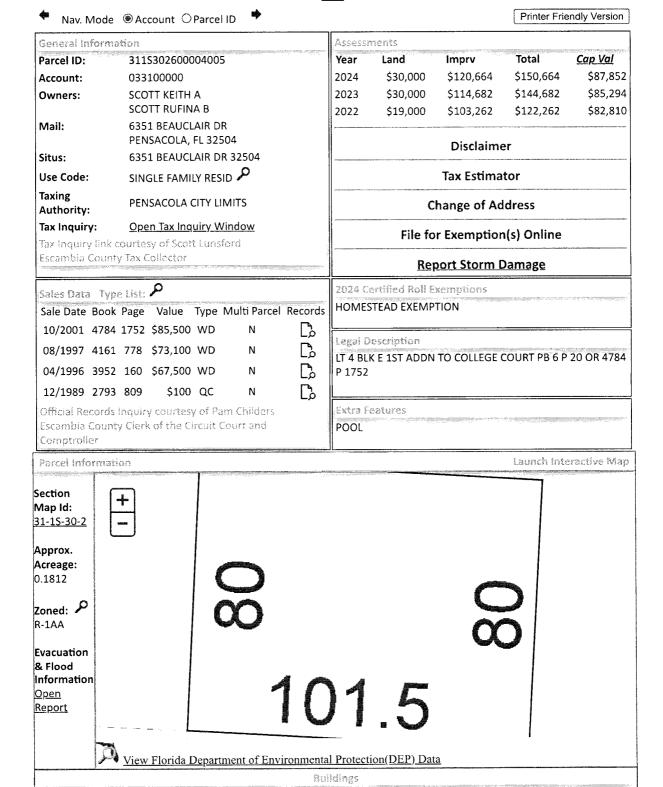
Gary "Bubba" Peters Escambia County Property Appraiser

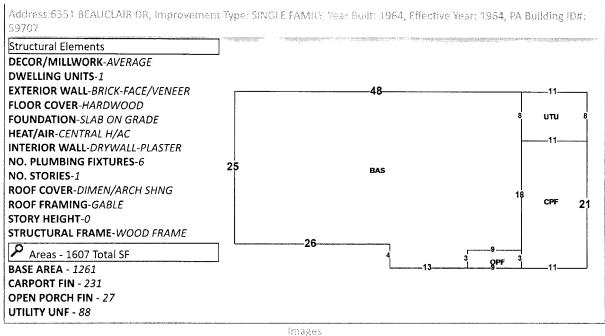
Real Estate Search

Tangible Property Search

Sale List

Back





4/23/2025 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:05/03/2015 (tc.7869)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2025034468 5/13/2025 12:54 PM
OFF REC BK: 9316 PG: 842 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That KEYS FUNDING LLC holder of Tax Certificate No. 01297, 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 4 BLK E 1ST ADDN TO COLLEGE COURT PB 6 P 20 OR 4784 P 1752

SECTION 31, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 033100000 (1025-18)

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

KEITH A SCOTT and RUFINA B SCOTT

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 13th 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.

SAL COUNTY TOWN

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 AT	THE ATTACHED REPORT IS ISSUED TO:					
SCOTT	LUNSFORD,	ESCAMBIA COUNTY TAX	COLLECTOR			
TAX AC	COUNT #:	03-3100-000	CERTIFICATE #:	2023-12	297	
REPORT	S IS LIMITED	T TITLE INSURANCE. THE TO THE PERSON(S) EXPE ORT AS THE RECIPIENT(S	RESSLY IDENTIFIED	BY NAME IN TH	E PROPERTY	
listing of tax informencumbr	the owner(s) nation and a l	epared in accordance with the of record of the land describe isting and copies of all open of in the Official Record Bookage 2 herein.	d herein together with our unsatisfied leases, mo	current and delinque ortgages, judgments	ent ad valorem s and	
and mine	ral or any sub	t to: Current year taxes; taxes surface rights of any kind or ros, boundary line disputes.				
	ed a title insur	asure or guarantee the validity ance policy, an opinion of titl				
Use of th	e term "Repoi	t" herein refers to the Propert	y Information Report a	and the documents a	attached hereto.	
Period Sear	ched:	July 11, 2005 to and includ	ling July 11, 2025	Abstractor:	Andrew Hunt	
BY						
11	Malakel					

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

PROPERTY INFORMATION REPORT

CONTINUATION PAGE

July 14, 2025

Tax Account #: 03-3100-000

1. The Grantee(s) of the last deed(s) of record is/are: KEITH ALLEN SCOTT AND RUFINA B SCOTT

By Virtue of Warranty Deed recorded 10/11/2001 in OR 4784/1752

- 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 Natahan Eli Friedman recorded 10/11/2001 OR 4784/1754 together with assignment recorded 1/10/2023 OR 8914/1417
 - b. Lien in favor of Emerald Coast Utilities Authority recorded 12/11/2017 OR 7820/1846
 - c. Certificate of Delinquency recorded 12/3/2015 OR 7444/24
- 4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 03-3100-000 Assessed Value: \$87,852.00

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 INFOR	MATION REPORT FOR TDA				
TAX DEED SALE DATE:	OCT 1, 2025				
TAX ACCOUNT #:	03-3100-000				
CERTIFICATE #:	2023-1297				
those persons, firms, and/or agencies having	da Statutes, the following is a list of names and addresses of ng legal interest in or claim against the above-described ertificate is being submitted as proper notification of tax deed				
YES NO ☐ Notify City of Pensacola, P.0	0 Governmental Center, 32502				
KEITH ALLEN SCOTT AND RUFINA B SCOTT 6351 BEAUCLAIR DR	NATHAN ELI FRIEDMAN 114 BALTIMORE DR Oak RIDGE, TN 37830				
PENSACOLA, FL 32504	Oak RIDGE, TN 37030				
EMERALD COAST UTILITIES AUTHORITY 9255 STURDEVANT ST PENSACOLA, FL 32514-0311	CLERK OF CIRCUIT COURT DIVISION ENFORCEMENT 1800 WEST ST MARYS ST PENSACOLA, FL 32501				
DOR CHILD SUPPORT DOMESTIC RELATIONS 3670B NORTH L ST					

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

PENSCOLA, FL 32505

Malphel

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

PROPERTY INFORMATION REPORT

July 14, 2025 Tax Account #:03-3100-000

LEGAL DESCRIPTION EXHIBIT "A"

LT 4 BLK E 1ST ADDN TO COLLEGE COURT PB 6 P 20 OR 4784 P 1752

SECTION 31, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 03-3100-000(1025-18)

Prepared By And Return To:

FIVE FLAGS TITLE, LTD. 1101 N. PALAFOX STREET, PENSACOLA, FL. 32501 File #01P1-09010/Janice S. Sugar

Property Appraisers Parcel I.D. Number(s): 31-1S-30-2600-004-005 Grantee(s) S.S.#(s):

OR BK 4784 P61752 Escambia County, Florida INSTRUMENT 2001-892516

DEED DOC STAMPS PD @ ESC CD \$ 598.50 10/11/01 FRNIE LEE MOSPHA, CLERK By:

WARRANTY DEED

1053 THIS WARRANTY DEED made and executed the day of October, 2001, by HORACE A. FRIEDMAN and DELORES R. FRIEDMAN, husband and wife, and NATHAN E. FRIEDMAN, a married man, hereinafter called the Grantor, to KEITH ALLEN SCOTT and RUFINA B SCOTT, husband and wife, whose post office address is 6351 Beauclair Drive, Pensacola, FL 32504, hereinafter called the Grantee:

> (Wherever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH: That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate, lying and being in ESCAMBIA County, State of Florida, viz:

LOT 4, BLOCK E, FIRST ADDITION TO COLLEGE COURT, A SUBDIVISION OF A PORTION OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 6 AT PAGE 20 OF THE PUBLIC RECORDS OF SAID COUNTY.

Grantors warrant that the above described property is not the constitutional homestead as defined by the laws of the State of Florida of any of the Grantors.

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, and hereby 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 easements, restrictions and reservations of record, if any, and taxes accruing subsequent to December 31, 2000.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written

•	and the state of t
Signed, sealed and delivered in the presence of:	
Chartel Shanteau	Donne a Huedman
Print: Chantel Shanteau Witness to Horace A. Friedman and Delores R. Friedman	HORACE A. FRIEDMAN Address: 149 Cumberland View Drive Oak Ridge, TN 37830
melisse D. Sepeca	Dolaros R. Friedman
Print: Melissa D. Succe. Witness to Horace A. Friedman and Delores R. Friedman	DELORES R. FRIEDMAN Address: 149 Cumberland View Drive Oak Ridge, TN 37839 ()
Chartel Sharteau	La Lue Her
Print: Chartelan Sharteau	NATHAN E. FRIEDMAN Address: 14 BALTIMORE RD
Melissa D. Super	DAKRIDGE TN 37830
Print Meli Sa D. Speck Witness to Nathan E. Friedman	
STATE OF TENNESSEE COUNTY OF Anderson	
R. Friedman, who are personally known to me or pro	before me this and day of October, 2001, by Horace A. Friedman and Delores ovided as identification.
(NOTARY-SEAR)	Notary Public: Nellie H. Brown State of Tennessee, My commission expires: 12/28/02
and the state of t	
STATE OF TENNESSEE	
The foregoing installant was acknowledged R. Friedman, who are presonally known to me or pro	before me this 2 day of October, 2001, by Horace A. Friedman and Delores ovided as identification.
(NOTARY SEAL)	Notary Public: Nellie H. Brown State of Tennessee, My commission expires: 12/28/02
COUNTRAL COUNTRAL CONTRACTOR	

OR BK 4784 PG1753 Escambia County, Florida INSTRUMENT 2001-892516

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 of 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 acknowledgment by the County of the veracity of any disclosure statement.

Beauclair Drive

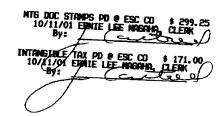
Name of Roadway:	Beauclair Drive	
Legal Address of Property:	6351 Beauclair D	rive, Pensacola, FL 32504
The County () has accepted BEAUCLAIR DRIVE IS M	(X) <u>has not accepted</u> AINTAINED BY TI	the abutting roadway for maintenance. HE CITY OF PENSACOLA.
This form completed by:	Five Flags Title, Ltd. 1101 North Palafox S Pensacola, FL 32501	Street
AS TO SELLER(S):		
Chartel Shar Witness: Chartel Shar Witness: Chartel Shar Welissa D. Supeca Melissa D. Supeca Chartel Shar Witness: Chartel Witness: Melissa D.	trau anteau trau trau Shanteau Supeck	Horace A. Friedman, Seller Dolores R. Friedman, Seller Delores R. Friedman, Seller Nathan E. Friedman, Seller
AS TO BUYER(S) Wheness: VATHLEEU S Witness: JANICE 5.0	Joves gar 506pps	Keith Allen Scott, Buyer Rufind B. Scott, Buyer

Escambia County, Florida

Clerk of the Circuit Court INSTRUMENT 2001-892516 9995 2995 1717

This instrument prepared by: Janice S. Sugar Five Flags Title, Ltd. 1101 N. Palafox Street Pensacola, FL 32501

STATE OF FLORIDA COUNTY OF ESCAMBIA OR BK 4784 PG1754 Escambia County, Florida INSTRUMENT 2001-892517



MORTGAGE

THIS MORTGAGE made the 3rd day of October, 2001, between KEITH ALLEN SCOTT and RUFINA B. SCOTT, husband and wife (hereinafter called "Mortgagor"), and HORACE A. FRIEDMAN and DELORES R. FRIEDMAN, (hereinafter called "Mortgagee"), whose address is 149 Cumberland View Drive, Oak Ridge, TN 37830.

WHEREAS, Mortgagor and Mortgagee have entered into a promissory note (hereinafter called "Note") bearing the same date as this Mortgage. Mortgagor is indebted to Mortgagee in the principal sum of EIGHTY-FIVE THOUSAND FIVE HUNDRED AND 00/100 DOLLARS (\$85,500.00) advanced by Mortgagee to Mortgagor according to the terms and conditions of the Note to which reference is hereby made, which Note and Mortgage mature on or before October 3, 2031.

NOW, THEREFORE, in consideration of said indebtedness and for better securing the payment of the same, and the interest thereon, and all other sums provided for in the Note or herein, to Mortgagee, and the performance of the covenants and agreements hereinafter expressed, Mortgagor does hereby grant, convey, and mortgage unto Mortgagee the real property described as follows:

LOT 4, BLOCK E, FIRST ADDITION TO COLLEGE COURT, A SUBDIVISION OF A PORTION OF SECTION 31, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 6 AT PAGE 20 OF THE PUBLIC RECORDS OF SAID COUNTY.

TOGETHER WITH all the estate, right, title, interest, property, possession, claim, and demand whatsoever, as well at law as in equity, of Mortgagor, in and to the foregoing property or any or every part thereof (hereinafter called "Premises").

TO HAVE AND TO HOLD the Premises unto the Mortgagee, its successors and assigns forever.

ARTICLE I COVENANTS

Mortgagor hereby covenants and agrees with Mortgagee, as follows:

1.01 Warranty of Title. Mortgagor warrants that he is the lawful fee simple owner of the Premises, and has the right to convey the same. The Premises are free from all liens, encumbrances, easements, rights-of-way, restrictions, covenants, reservations, or other conditions.

Mortgagor will warrant and defend premises, with the above mentioned appurtenances, to the said Mortgagee, its successors and assigns, forever, against all lawful claim or claims and demands whatsoever, except those hereinabove set forth.

- 1.02. <u>Payment of Indebtedness</u>. Mortgagor shall pay to Mortgagee the principal of and interest upon the Note according to the terms of the Note secured hereby, reasonable charges fixed by Mortgagee to satisfy and discharge this Mortgage of record, and all other sums hereby secured; and shall keep and perform every other covenant and agreement of such Note and this Mortgage. A late payment of \$25.00 may be charged if the monthly payment is more than five (5) days late.
- 1.03. Waste and Maintenance of Premises. Mortgagor shall abstain from and not permit the commission of waste in or about the Premises; shall not remove or demolish, or alter the structural character of, the Premises without the prior written consent of Mortgagee; shall maintain the Premises, including but not limited to the house and pool, in good condition and repair. Mortgagee shall have the right, but not the duty, to enter upon the Premises at any reasonable hour to inspect the order, condition, and repair thereof, including the interior of the unit and improvements therein.
- 1.04. Insurance Obligation. Mortgagor will procure, deliver to, and maintain for the benefit of Mortgagee during the continuance of this Mortgage and until the same is fully satisfied and released, a policy or policies of insurance insuring the Premises against loss or damage by fire, lightning, windstorm, hail, vehicles, smoke, and such other hazards, casualties, and contingencies as Mortgagee may designate, All policies of insurance required hereunder shall be in such form, companies, and terms as Mortgagee may accept, and shall not be for less than the highest insurable value of the premises. Such policies shall contain a mortgagee clause acceptable to Mortgagee, with loss payable to Mortgagor and Mortgagee as their interests may appear. Mortgagor will promptly pay when due any premiums on any policy or policies of insurance required hereunder, and will deliver to Mortgagee renewals of such policy or policies at least ten (10) days prior to the expiration date(s) thereof; the said policies and renewals to be marked "paid" by the issuing

OR BK 4784 PG1755 Escambia County, Florida INSTRUMENT 2001-892517

company or agent. Upon Mortgagor's failure to comply with the requirements of this paragraph, Mortgagee may, in its discretion, effect any insurance required hereunder and pay the premiums due therefor, and any amounts so paid by Mortgagee shall become immediately due and payable by Mortgagor with interest at the rate of ten percent (10%) per annum and shall be secured by this Mortgage.

In the event of any loss or damage, Mortgagor will give prompt notice thereof to Mortgagee. All proceeds of insurance in the event of such loss or damage shall be payable jointly to the Mortgagor, its successors and assigns, and the Mortgagee. All funds will be utilized by Mortgagor to the extent necessary to restore the premises to substantially the same condition as the Premises existed prior to the loss or damage, unless the Mortgagor shall elect not to do so. In the latter event, Mortgagee shall then apply the proceeds to the then existing indebtedness and the balance shall be paid to Mortgagor.

- 1.05. <u>Payment of Taxes and Other Charges</u>. Mortgagor will make with each periodic payment due under the Note secured by this Mortgage a payment sufficient to provide a fund from which the insurance, real estate taxes, betterment assessments and other municipal charges which can become a lien against the mortgaged premises can be paid by Mortgagee when due. This provision shall be effective only in the event that a fund for the same purpose is not required to be established by the holder of a senior mortgage.
- 1.06. Compliance with Laws. Mortgagor shall comply with any municipal ordinance or regulation affecting the Premises within thirty (30) days after notice thereof; provided, however, that if Mortgagor shall in good faith, and by proper legal action, contest any such ordinance or regulation, or the validity thereof, then Mortgagor shall not be required to comply therewith so long as such contest operates to prevent enforcement, and is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor.

ARTICLE II DEFAULT AND BREACH

- 2.01. Event of Default. Any of the following shall constitute an event of default hereunder:
 - (1) The failure of Mortgagor to pay any installment of principal or interest when the same is payable.
 - (2) The failure of Mortgagor to pay any other sum required to be paid in the Note or in this Mortgage when the same is payable.
 - (3) The failure of Mortgagor to perform any covenant or agreement in the Note or in this Mortgage.
 - (4) Any assignment for the benefit of Mortgagor's creditors, or other proceedings intended to liquidate or rehabilitate Mortgagor's estate, or Mortgagor's becoming insolvent within the meaning of the federal Bankruptcy Act.
 - (5) The occurrence of any event of default under the Note.
- 2.02. Remedies of Default. Upon the happening of any one or more of said Events of Default, the entire unpaid balance of the principal, the accrued interest, and all other sums secured by this Mortgage shall, at the option of Mortgagee, become immediately due and payable without notice or demand, and in any such Event of Default Mortgagee may forthwith:
 - (1) Institute an action of mortgage foreclosure, or take such other action, as the law may allow, at law or in equity, for the enforcement thereof and realization on the mortgage security or any other security which is herein or elsewhere provided for, and proceed thereon to final judgment and execution thereon for the entire unpaid balance of said principal sum, with interest at the rate stipulated in the Note, together with all other sums secured by this Mortgage, all costs of suit, reasonable attorney's fees, interest at twelve percent (12%) per annum on any judgment obtained by Mortgagee until actual payment is made of the full amount due Mortgagee; or
 - (2) Enter into possession of the Premises, with or without legal action, and by force if necessary: lease the same; collect all rents and profits therefrom and, after deducting all costs of collection and administration expense, apply the net rents and profits to the payment of taxes, water and sewer rents, charges and claims, insurance premiums, and all other carrying charges (including but not limited to agents' compensation and fees and costs of counsel and receivers) and to the maintenance, repair, or restoration of the Premises, or on account and in reduction of the principal or interest, or principal and interest, hereby secured, in such order

and amounts as Mortgagee in Mortgagee's sole discretion may elect; and have a receiver appointed to enter into possession of the Premises, collect the rents and profits therefrom, and apply the same as the court may direct. Mortgagee shall be liable to account only for rents and profits actually received by Mortgagee. For such purposes Mortgagor hereby authorizes any attorney of any court of record to appear for Mortgagor to sign an agreement for entering an amicable action of ejectment for possession of the Premises, and to confess judgment therein against

2

OR BK 4784 PG1756 Escambia County, Florida INSTRUMENT 2001-892517

Mortgagor in favor of Mortgagee, whereupon a writ may forthwith issue for the immediate possession of the Premises, without any prior writ or proceeding whatsoever; and for so doing, this Mortgage or a copy hereof verified by affidavit shall be a sufficient warrant.

- 2.03. Remedy for Breach. If Mortgagor fails to pay any tax, claim, lien, or encumbrance which shall be or become prior in lien to this Mortgage, or to pay any insurance premium as aforesaid, or to keep the Premises in repair, as aforesaid, or commits or permits waste, then Mortgagee, at its option, may pay said claim, lien, encumbrance, tax, assessment, or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any action or proceeding with respect to any of the foregoing and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any of said purposes Mortgagee may advance such sums of money as it deems necessary. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee pursuant to this paragraph, together with interest on each such advance at the rate of ten percent (10%) per annum, and all such sums and interest thereon shall be secured hereby.
- 2.04. Assignment of Leases and Rents. As further security for payment of the indebtedness and performance of the obligations, covenants, and agreements secured hereby, Mortgagor hereby assigns to Mortgagee all leases already in existence and to be created in the future, together with all rents to become due under existing or future leases. This assignment, however, shall be operative only in the event of the occurrence of a default hereunder, or under the Note or other instrument collateral hereto, remaining uncured at the expiration of the grace period, if any, provided above in respect to such default; and in any such case Mortgagor hereby confers on Mortgagee the exclusive power, to be used or not in its sole discretion, to act as agent, or to appoint a third person to act as agent for Mortgagor, with power to take possession of, and collect all rents arising from, the Premises and apply such rents, at the option of Mortgagee, to the payment of the mortgage debt, taxes, costs of maintenance, repairs, expenses incident to managing, and other expenses, in such order of priority as Mortgagee may in its sole discretion determine, and to turn any balance remaining over to Mortgagor; but such collection of rents shall not operate as an affirmance of the tenant or lease in the event Mortgagor's title to the Premises should be acquired by Mortgagee. Mortgagee shall be liable to account only for rents and profits actually received by Mortgagee. In exercising any of the powers contained in this paragraph Mortgagee may also take possession of, and for these purposes use, any and all personal property contained in the Premises and used by Mortgagor in the rental or leasing thereof or any part thereof.

ARTICLE III SATISFACTION AND RELEASE

- 3.01. Satisfaction of Mortgage. If Mortgagor complies with the provisions of this Mortgage and pays to Mortgagee said principal sum, and all other sums payable by Mortgagor to Mortgagee as are hereby secured, in accordance with the provisions of the Note and in the manner and at the time therein set forth, without deduction, fraud, or delay, then and from thenceforth this Mortgage, and the estate hereby granted, shall cease and become void, anything hereinbefore contained to the contrary notwithstanding.
- 3.02. Transfer of Title by Mortgagor. This Mortgage is not assumable without the prior written consent of the Mortgagee. Any transfer by sale, gift, devise, operation of law, or otherwise of the fee title interest in all or any portion of the Mortgaged Premises shall have the same consequences as an event of default respecting the indebtedness secured hereby, and upon such transfer, Mortgagee, without prior notice or the elapse of any period of grace or the right to cure, shall have the right to declare all sums secured hereby immediately due and payable, and, upon failure by Mortgagor to make such payment within thirty (30) days of written demand therefor, Mortgagee shall have the right to exercise all remedies provided in the Note, this Mortgage, or otherwise at law.

ARTICLE IV MISCELLANEOUS

- 4.01. <u>Notice</u>. A notice which is mailed by regular mail to Mortgagor or to the person or persons who are then the owner or owners of the Premises at the Premises, or at such other address as Mortgagor shall designate to Mortgagee in writing, shall be sufficient notice when required under this Mortgage.
- 4.02. <u>Cumulative Rights and Remedies</u>. The rights and remedies of Mortgagee as provided herein, or in said Note, and the warrant therein contained, shall be cumulative and concurrent, and may be pursued singly, successively, or together at the sole discretion of Mortgagee, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.
- 4.03. State Law to Apply. This Mortgage shall be construed under and in accordance with the laws of the State of Florida, and all obligations of the parties created hereunder are performable in Escambia

County, Florida.

- 4.04. <u>Parties Bound</u>. This Mortgage shall be binding upon an inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Mortgage.
 - 4.05. Severability. In case any one or more of the provisions contained in this Mortgage shall for

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OR BK 4784 PG1757 Escambia County, Florida INSTRUMENT 2001-892517

any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Mortgage shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

- 4.06. Time of Essence. Time is of the essence of this Mortgage.
- 4.07. <u>Captions</u>. The captions herein are inserted only for convenience of reference and in no way define, limit, or describe the scope or intent of this Mortgage or any particular paragraph or section hereof, nor the proper construction hereof.
- 4.08. Mortgagee's Right to Assign this Mortgage. Mortgagee has the right to assign or sell this Mortgage to another party. All terms and conditions of this Mortgage will apply the to Mortgagor and new Mortgagee.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage Deed this 3rd day of October, 2001.

Signed and acknowledged in the presence of:

WITNESSES:

Printed Name:

MORTGAGOR:

KEITH ALLEN SCOTT 6351 Beauclair Drive Pensacola, FL 32504

Frinted Name: TANICE & SUGAR

RUFIMA B. SCOTT 6351 Beauclair Drive Pensacola, FL 32504

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this day of October, 2001, by Keith Allen Scott and Rufina B. Scott, who () are personally known to me or who (X) produced a FL driver's license & FL J.D. Card as identification.

(NOTARY SEAL)

JANICE S. SUGAR
MY COMMISSION # CC 957142
EXPIRES: August 13, 2004
Bonded Thru Budget Notary Services

Notary Public

Printed Name: _(

State of Florida

My Commission Expires:

8/13/04

Ernie Lee Magaha Clerk of the Circuit Court INSTRUMENT 2001-892517

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Recorded in Public Records 1/10/2023 1:00 PM OR Book 8914 Page 1417, Instrument #2023002021, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$86.50

> Prepared By: Louis A. Maygarden, III, Esquire Moorhead Law Group 127 Palafox Place, Suite 200 Pensacola, FL 32502 File Number: RE-22-1540

STATE OF FLORIDA

COUNTY OF ESCAMBIA

ASSIGNMENT OF NOTE AND MORTGAGE

For valuable consideration, Nathan Eli Friedman, as Personal Representative of the Estate of Horace Allen Friedman a/k/a Horace A. Friedman (the "Estate"), the owner and holder of (a) that promissory note (the "Note") made, executed, and delivered by Keith Allen Scott and Rufina B. Scott (collectively, "Borrowers") to Horace A. Friedman and Delores R. Friedman (collectively, "Lenders") on October 3, 2001 in the original principal amount of Eighty-Five Thousand Five Hundred and 00/100 Dollars (\$85,500.00); and (b) that mortgage securing the Note, which mortgage was executed by Borrowers in favor of Lenders on October 3, 2001 and recorded in Official Records Book 4784, Page 1754 of the Public Record of Escambia County, Florida (the "Mortgage"), does hereby assign and transfer the Note and Mortgage, the indebtedness secured and evidenced by the Note and Mortgage, an all interest accrued on the Note and Mortgage, to Nathan Eli Friedman, Nathan Eli Friedman's authority to make this assignment and to otherwise act as Personal Representative of the Estate is evidenced by the exemplified copies of the probate documents attached hereto as Exhibit "A."

> Nathan Eli Friedman, as Personal Representative of the Estate of Horace Allen Friedman a/k/a Horace A. Friedman

STATE OF TENNESSEE

COUNTY OF ANDROSON

The foregoing instrument was acknowledged before me by means of physical presence on 01-09-2023 (date), by Nathan Eli Friedman, as Personal Representative of the Estate of Horace Allen Friedman a/k/a Horace A. Friedman, deceased, () who is personally known to me or (\checkmark) who produced $\Box D L$ as identification.

TENNESSEE (Seal)

> Commission Expires MAY 28, 2025

Print Name: Angela L My Commission Expires: 05.

Order: 2025-OCT-1 Page 1 of 10 Requested By: AndrewHunt, Printed: 6/13/2025 4:37 PM BK: 8914 PG: 1418

EXHIBIT A

STATE OF TENNESSEE ANDERSON COUNTY

I hereby certify this document to be a true and exact copy of the original on file in my office.

This Z3rd day of August

Harold P. Cousins, Jr., Clerk and Master

STATE OF TENNESSEE ANDERSON COUNTY

I, M. Nichole Cantrell, Chancellor of the Seventh Judicial District for the State of Tennessee, Chancery Division, Probate Section, of which the County of Anderson is a part; thereof, hereby certify that Harold P. Cousins, Jr., the regularly appointed, qualified and acting Clerk and Master of the Seventh Judicial District of the State of Tennessee, Chancery Division, Probate Section of Anderson County, Tennessee and that the above signature of the said, Harold P. Cousins, Jr. is the true and genuine signature of the said, Harold P. Cousins, Jr., Clerk and Master of the Seventh Judicial District for the State of Tennessee, Chancery Division, Probate Section at Clinton, Tennessee.

Myluster

Witness my official signature at the Office in Clinton, Anderson County, Tennessee.

Honorable M. Nichole Cantrell, Chancellor

Of the Seventh Judicial District for

Tennessee, Anderson County

STATE OF TENNESSEE ANDERSON COUNTY

I, Harold P. Cousins, Jr., Clerk and Master of Seventh Judicial District for the State of Tennessee, Chancery Division, Probate Section at Clinton, Anderson County, Tennessee, hereby certify that M. Nichole Cantrell, is the regularly appointed, qualified and acting Chancellor of the Seventh Judicial District for the State of Tennessee, Anderson County, Tennessee and that the above is the true and genuine signature of M. Nichole Cantrell. I further certify that the Chancellor of the Seventh Judicial District for the State of Tennessee, Anderson County, has or possesses no official seal.

Witness my official signature and official seal at Office in Clinton, Anderson County, Tennessee.

maroid P. Cousins, Jr., Cigrk and iviaste

Order: 2025-OCT-1 Doc: FLESCA:8914-01417 Recorded in Public Records 12/11/2017 9:43 AM OR Book 7820 Page 1846, Instrument #2017095674, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

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

Account Number: 210696-63246

Amount of Lien: \$470.77

NOTICE OF LIEN



RWK:ls

Revised 05/31/11

STATE OF FLORIDA **COUNTY OF ESCAMBIA**

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

any, which may accrue subsequent to the date of this notice and simple interest on unpaid

__, together with additional unpaid utility service charges, if

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charges at 18 percent per annum, or at such lesser rate as may be allowed by law.

Customer: KEITH A SCOTT & RUFINA B SCOTT

State of Florida

Commission No. FF 213885

Commission Expires 04/12/2019

This lien is imposed in accordance with Section 159.17, Florida Statutes, Chapter 92-248, Laws of Florida, as amended and Emerald Coast Utilities Authority Resolution 87-10, as amended, and this lien shall be prior to all other liens on such lands or premises except the lien of state, county, and municipal taxes and shall be on a parity with the lien of such state, county, and municipal taxes.
Provided however, that if the above-named customer has conveyed said property by means of deed recorded in the public records of Escambia County, Florida, prior to the recording of this instrument, or if the interest of the above-named customer is foreclosed by a proceeding in which notice of lis pendens has been filed prior to the recording of this instrument, this lien shall be void and of no effect.
Dated: 12/06/17
EMERALD COAST UTILITIES AUTHORITY F BY: B. Cool Menny
STATE OF FLORIDA
COUNTY OF ESCAMBIA
The foregoing instrument was acknowledged before me this \mathcal{U}^{TT} day of $\mathcal{U}^{\text{DECEMBER}}$, 20 17, by B. CAROL MERRITT of the Emerald
Coast Utilities Authority, who is personally known to me and who did not take an oath.
JAMIE D. ROGERS Notary Public - State of Florida