



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

1025-28

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	BAKER BENNI 3442 CHANTARENCE DR PENSACOLA, FL 32507 5708 N PALAFOX HWY 04-0586-100 LT 1 AND E 50 FT OF LT 2 CUMMINGS S/D PB 1 P 86 OR 8555 P 270 SEC 35/47 T 1S R 30	Certificate #	2023 / 1442
		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)
# 2023/1442	06/01/2023	3,791.68	189.58	3,981.26
→ Part 2: Total*				3,981.26

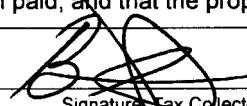
Part 3: Other Certificates Redeemed by Applicant (Other than County)

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)
# 2024/1538	06/01/2024	4,276.88	6.25	284.23	4,567.36
Part 3: Total*					4,567.36

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)	8,548.62
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	4,111.84
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)	13,035.46

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:  Escambia, Florida
Date April 24th, 2025
Signature Tax Collector or Designee

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

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>10/01/2025</u> 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

512
R. 12/16

Application Number: 2500449

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

KEYS FUNDING LLC - 2023

PO BOX 71540

PHILADELPHIA, PA 19176-1540,

hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
04-0586-100	2023/1442	06-01-2023	LT 1 AND E 50 FT OF LT 2 CUMMINGS S/D PB 1 P 86 OR 8555 P 270 SEC 35/47 T 1S R 30

I agree to:

- pay any current taxes, if due and
- redeem all outstanding tax certificates plus interest not in my possession, and
- pay all delinquent and omitted taxes, plus interest covering the property.
- pay all Tax Collector's fees, property information report costs, Clerk of the Court costs, charges and fees, and Sheriff's costs, if applicable.

Attached is the tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

Electronic signature on file

KEYS FUNDING LLC - 2023

PO BOX 71540

PHILADELPHIA, PA 19176-1540

04-21-2025

Application Date

Applicant's signature



Gary "Bubba" Peters

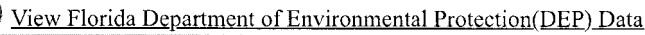
Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
[Back](#)

← Nav. Mode ☒ Account ☐ Parcel ID →

[Printer Friendly Version](#)

General Information Parcel ID: 351S309000001001 Account: 040586100 Owners: BAKER BENNI Mail: 3442 CHANTARENCE DR PENSACOLA, FL 32507 Situs: 5708 N PALAFOX HWY 32503 Use Code: STORE/OFFICE/SFR Units: 4 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>\$58,000</td> <td>\$232,599</td> <td>\$290,599</td> <td>\$281,422</td> </tr> <tr> <td>2023</td> <td>\$58,000</td> <td>\$229,829</td> <td>\$287,829</td> <td>\$255,839</td> </tr> <tr> <td>2022</td> <td>\$58,000</td> <td>\$174,581</td> <td>\$232,581</td> <td>\$232,581</td> </tr> </tbody> </table> Disclaimer Tax Estimator Change of Address Report Storm Damage Enter Income & Expense Survey Download Income & Expense Survey					Year	Land	Imprv	Total	Cap Val	2024	\$58,000	\$232,599	\$290,599	\$281,422	2023	\$58,000	\$229,829	\$287,829	\$255,839	2022	\$58,000	\$174,581	\$232,581	\$232,581																													
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Parcel Information							Launch Interactive Map																																																					



Last Updated: 05/12/2025 (rev. 1113)

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **KEYS FUNDING LLC** holder of **Tax Certificate No. 01442**, 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 1 AND E 50 FT OF LT 2 CUMMINGS S/D PB 1 P 86 OR 8555 P 270 SEC 35/47 T 1S R 30

SECTION 35, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 040586100 (1025-28)

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

BENNI BAKER

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.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

PERDIDO TITLE SOLUTIONS

Precise · Professional · Proven

PROPERTY INFORMATION REPORT

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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 04-0586-100 CERTIFICATE #: 2023-1442

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 #: **04-0586-100**

1. The Grantee(s) of the last deed(s) of record is/are: **BENNI BAKER**

By Virtue of Quit Claim Deed recorded 7/31/2024 in OR 9183/424

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 DLJ Mortgage Capital, Inc. recorded 7/8/1998 – OR 4278/1556 together with Assignment recorded 3/20/2019 – OR 8064/1426**
- b. **Code Enforcement Order in favor of Escambia County recorded 11/1/2023 – OR 9062/361**
- c. **Code Enforcement Order in favor of Escambia County recorded 6/9/2025 – OR 9327/1257**

4. Taxes:

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

Tax Account #: 04-0586-100

Assessed Value: \$281,422.00

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 #: 04-0586-100
CERTIFICATE #: 2023-1442

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 type="checkbox"/>	<input checked="" type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2024</u> tax year.

BENNI BAKER
3442 CHANTARENCE DR
PENSACOLA, FL 32507

BENNI BAKER
5708 N PALAFOX HWY
PENSACOLA, FL 32507

DLJ MORTGAGE CAPITAL INC
11 MADISON AVE 4TH FLOOR
NEW YORK, NY 10010

BENNI BAKER
230 ST EUSABIA ST
PENSACOLA, FL 32503

ESCAMBIA COUNTY
CODE ENFORCEMENT
3363 W PARK PL
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 #:04-0586-100

**LEGAL DESCRIPTION
EXHIBIT "A"**

LT 1 AND E 50 FT OF LT 2 CUMMINGS S/D PB 1 P 86 OR 9183 P 424 SEC 35/47 T 1S R 30

SECTION 35, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 04-0586-100(1025-28)

Recorded in Public Records 7/31/2024 4:40 PM OR Book 9183 Page 424,
Instrument #2024058628, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$27.00 Deed Stamps \$0.70

This instrument prepared by
BENNI BAKER
3442 Chantarene Drive, Pensacola, FL, 32507

Quit Claim Deed

This Quit Claim Deed, executed this 31 day of July 2024, by PAUL WOODS TRUSTEE, of the 5708 PALAFOX LAND TRUST dated: 06/13/2021 whose address is: 224 Emerald Ave, Pensacola, FL 32505, Grantor to BENNI BAKER, a single woman, whose address is: 3442 Chantarene Drive, Pensacola, FL, 32507, Grantee

LT 1 AND E 50 FT OF LT 2 CUMMINGS S/D PB 1 P 86 OR 2246 P 430 OR 2567 P 477 OR 3945 P 935 OR 4278 P 1549/1554 SEC 35/47 T 1S R 30
of the Public Records of Escambia County, Florida
with Parcel ID# 351S309000001001 hereinafter called the "property",
a/k/a 5708 N. Palafox Hwy, Pensacola, FL 32503

Subject to: Existing liens, and to taxes for the year 2024 and substituent years.


Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, fee from all exemptions and right of homestead, in fee simple forever. And Grantor covenants that Grantor is well seized of an indefeasible estate in fee simple in said property and has a good right to convey the same; that it is free of lien or encumbrances, and that Grantor, Grantor's heirs, executors, administrators, successors and assigns, will forever warrant and defend title to the above-described property against the lawful claims of all persons whomsoever, subject to the exceptions set forth herein.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hands and seal this 31 day of July, 2024.

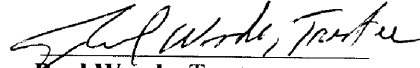
BK: 9183 PG: 425

Signed, sealed and delivered in the presence of:

"Grantor"



Signature



Paul Woods, Trustee

Printed Name: Karin PhillipsAddress: 4341 W Farfield Dr Pensacola FL 32505



Signature

Printed Name: Brett BakerAddress: Unit 7900 Box 478 DPO, AEC9213

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

The foregoing instrument was sworn to, subscribed to and acknowledged before me this _____, 20____, **Paul Woods**, TRUSTEE of the 5708 PALAFOX Land Trust dated: 06/13/2021, who did not take on oath and who:

- ☐ is personally known to me.
- ☐ produced current Florida Driver's License as identification.
- ☐ produced _____ as identification.

NOTARY PUBLIC
State of Florida

[Notary Seal Must Be Affixed]

Printed Name of Notary Public

My commission Expires: _____

BK: 9183 PG: 426 Last Page

**WELLS
FARGO**

Jurat Certificate

State of Florida

County of EscambiaSworn to (or affirmed) and subscribed before me this 31st dayof July, 20 24, by means of ☒ physical presence or ☐ online notarizationPaul Woods (name of person making statement).☐ Personally known to me _____☒ Produced IdentificationType of Identification Produced Florida Driver License

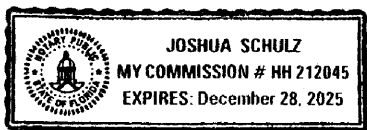
Notary Signature

Joshua SchulzTitle Personal Banker

My appointment expires

Dec 28, 2025

Place Seal Here

**Description of Attached document**

Type or Title of Document

Quit Claim Deed

Document Date

07/31/2024

Number of Pages

2

Signer(s) Other Than Named Above

Kaitlin Phillips. Brett Baker

Return to

BENEFICIAL FLORIDA INC.
6600 N DAVIS HWY
PENSACOLA FL 32504

This instrument has been prepared by
James D. Warren, Esq.
200 Beneficial Center
Peapack, NJ 07977

19.50
525.00
300.00

OR BK 4278 PG1556
Escambia County, Florida
INSTRUMENT 98-500257

MTG DOC STAMPS PD @ ESC CO \$ 525.00
07/08/98 ERNIE LEE MAGANA, CLERK
By: D. Warren

INTANGIBLE TAX PD @ ESC CO \$ 300.00
07/08/98 ERNIE LEE MAGANA, CLERK
By: D. Warren

Date of Credit Line Account Agreement 7/7/98
Credit Line \$ 150,000.00
Principal Balance of Prior
Credit Line Account \$ N/A

MORTGAGE DEED

THIS INDENTURE, made this 7TH day of JULY, 19 98 BETWEEN
BENNIE BAKER, A SINGLE WOMAN, ENCUMBERING NON-HOMESTEAD PROPERTY
residing at 230 ST EUSABIA ST. in the City of
PENSACOLA, County of ESCAMBIA and State of Florida, hereafter called the "Mortgagor," and
BENEFICIAL FLORIDA INC., a Delaware corporation qualified to do business in Florida, having an office and place of business
at 6600 N DAVIS HWY
in the City of PENSACOLA, County of ESCAMBIA and State of Florida, hereafter called "Mortgagee."
WITNESSETH, that Mortgagor, in consideration of a Credit Line Account opened for Mortgagor by Mortgagee, such Account
being evidenced by a Credit Line Account Agreement ("Agreement") dated the same date as this Mortgage, and in order to secure the
payment of the Agreement by which Mortgagee is obligated to make loans and advances to Mortgagor up to the amount of the Credit
Line shown above, and all other sums as provided herein and to secure the performance of all the agreements and conditions contained
herein and in the Agreement, the amount shown as "Principal Balance of Prior Credit Line Account" being the portion of the Initial
Advance on the Credit Line Account secured by this Mortgage Deed that was required to pay in full a prior Credit Line Account, by
these presents, does grant, bargain, sell and convey to Mortgagee, its successors and assigns, the following described real property,
hereafter referred to as the "Property," situate, lying and being in the County of ESCAMBIA and the State of Florida,
to-wit:

See Schedule A for legal description, which is incorporated in the mortgage.

☐ If this box is checked, this Mortgage is subject to a prior mortgage dated _____, 19____,
executed by Mortgagors to _____
as Mortgagee, which prior mortgage secures payment of a promissory note in the principal amount of \$ _____. That
prior mortgage was recorded on _____, 19____ with the Clerk of the Circuit Court of the County of
_____, Florida in Book No. _____ at page _____.

Mortgagor fully warrants the title to the above Property, and will defend the same against the lawful claims of all persons
whomsoever. In the event the Property is sold or otherwise conveyed without the written consent of the Mortgagee, such sale of
conveyance at Mortgagee's option shall be considered a default under this Mortgage and the Mortgagee shall be entitled to all remedies
provided herein and/or as provided by law and equity. This Mortgage is not assumable nor is the Mortgagor's interest herein
transferable without the prior written consent of the Mortgagee. If Mortgagors voluntarily shall sell or convey the Property, in whole
or in part, or any interest in that Property or by some act or means divest themselves of title to the Property without obtaining the
written consent of Mortgagee, then Mortgagee, at its option, may declare the entire balance of the loan plus interest on the balance
immediately due and payable. This option shall not apply if (1) the sale of the Property is permitted because the purchaser's
creditworthiness is satisfactory to Mortgagee and (2) that purchaser, prior to the sale, has executed a written assumption agreement
containing terms prescribed by Mortgagee including, if required, an increase in the rate of interest payable under the Agreement.

PROVIDED, HOWEVER, that if Mortgagor shall make all payments required by the Agreement, and shall well and truly
perform and comply with each and every covenant of the Agreement and of this Mortgage, then this Mortgage shall be null and void,
otherwise to remain in full force and effect.

Mortgagor covenants to pay, when due, the full amount of each and every instalment as provided in the Agreement; to pay before
they become delinquent all encumbrances of every kind upon the Property together with the indebtedness secured thereby, including
any prior mortgages and deeds of trust; to pay all taxes and assessments levied with respect to the Property, to whomsoever the same
may be assessed, before they become delinquent; neither to commit nor to suffer any strip, waste, impairment or deterioration of the
Property; to keep the buildings now or hereafter to be erected on the Property (together with any personal property included in this
Mortgage) insured against loss or damage by fire and such other hazards, in such amounts and with such carriers as shall be acceptable
to the Mortgagee; and the Mortgagor hereby waives all right of homestead and exemptions under the Constitution and the Laws of
Florida.

Mortgagors herein expressly covenant and agree to pay and keep current the monthly instalments on any prior mortgage and to
prevent any default thereunder. Mortgagors further agree that should any default be made in the payment of any instalment of principal
or any interest on the prior mortgage, or should any suit be commenced or other action taken to foreclose the prior mortgage, then the
amount secured by this Mortgage shall become and be due and payable in full at any time thereafter, at the option of the Mortgagee and
in accordance with the Agreement. Mortgagee, at its option, may pay the scheduled monthly instalments on the prior mortgage and, to
the extent of the amount so paid, become subrogated to the rights of Mortgagee identified on the prior mortgage. All payments made on
the prior mortgage by Mortgagee shall bear interest at the Finance Charge rate being charged under the Agreement until paid in full.

RL 4 FL-20/79/80, Ed. Sept. '93

Record & Return To
First American Title Insurance Co.
7201 N. 9th Avenue, Suite A-4

Record & Return To
First American Title Insurance Co. Pensacola, FL 32504
7201 N. 9th Avenue, Suite A-4
Pensacola, FL 32504

OR BK 4278 PG1557
Escambia County, Florida
INSTRUMENT 98-500257

If any of the foregoing covenants should be breached by Mortgagor or upon the death of Mortgagor, then: (1) the Agreement and all monies hereby secured at the option of the Mortgagee and without demand, shall become immediately due and payable; (2) Mortgagee, at its option, may pay any such delinquent sums and interest due under provisions of the foregoing covenants and the full amount of such payments shall become part of the Unpaid Balance due under the Agreement and shall bear interest at the Finance Charge rate in effect under the Agreement, together with the agreed interest, shall be secured by the lien of this Mortgage; and, (3) this Mortgage forthwith may be foreclosed. In the event of any foreclosure of this Mortgage, the Mortgagor agrees to pay all costs and expenses of foreclosure, including reasonable attorney's fees, together with any and all amounts which the Mortgagee shall have disbursed under provisions of this Mortgage and the Agreement secured thereby. In the event of default or breach of any provision contained in this Mortgage Deed, Mortgagee shall be entitled to all rents, profits, incomes, issues and revenues of the Property which shall be applied according to the terms of this Mortgage Deed.

Mortgagor warrants that

1. the Property has not been used in the past and is not presently used for hazardous and/or toxic waste,
2. the Property complies with all federal, state and local environmental laws regarding hazardous and/or toxic waste,
3. asbestos has not been used as a building material on any building erected on the Property in the past,
4. the Property is not presently used for asbestos storage and
5. the Mortgagor complies with all federal, state, and local laws, as well as regulations, regarding the use and storage of asbestos.

Mortgagor covenants and agrees to comply with all federal, state, and local environmental laws in the maintenance and use of the Property.

Mortgagor warrants that neither the Property nor the loan proceeds were or will be used in illegal drug activity, and the Property is not subject to seizure by any governmental authority because of any illegal drug activity.

Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property, provided that Mortgagee shall give Mortgagor notice prior to any such inspection specifying reasonable cause therefore related to Mortgagee's interest in the Property.

If there be more than one mortgagor, all singular words herein referring to the Mortgagor shall be read in the plural.
IN WITNESS WHEREOF the Mortgagor has executed this instrument under seal the day and year above written.

Signed, sealed and delivered in the presence of us:

Witness Kelly A. Soldon Signature
Name of Witness - Typed
Witness Debbie Timbie Signature
Name of Witness - Typed

Bennie Baker Signature (Seal)
Name of Borrower - Typed
Signature (Seal)
Name of Borrower - Typed

STATE OF FLORIDA)
COUNTY OF ESCAMBIA) ss.

STATUTORY SHORT FORM
OF ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this 7TH day of JULY, 1998 by BENNIE BAKER, who is personally known to me or who has produced

- ☒ a driver's license or non-driver's identification issued by Florida or any other U.S. state;
Drivers License No.: _____
Identification No.: _____
Date of Issuance: _____
- ☐ identification issued by branch of U.S. military service;
Branch: _____
Identification No.: _____
Date of Issuance: _____

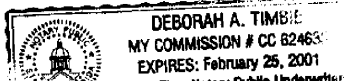
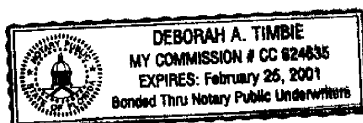
SEAL

Deborah A. Timbie Signature of Notary

Name of Notary
(printed, typed or stamped)

NOTARY PUBLIC—STATE OF FLORIDA

Serial Number (if any)



SCHEDULE A
"Description of Property"

OR BK 4278 PG 1558
Escambia County, Florida
INSTRUMENT 98-500257

West 150 feet of Lot 2, O.R. Book 578, Page 362, 363, Cummings Subdivision, recorded in Plat Book 1 at Page 86, O.R. Book 579, Page 273, O.R. Book 1391, Page 11, 12, of the public records of Escambia County, Florida.

and

Lot 1 and E 50 feet of Lot 2, Cummings Subdivision according to Plat Book 1, Page 86, O.R. Book 2246, Page 430, Section 35, 47, Township 1 South, Range 30 West, Escambia County, Florida.

Also described as:

Being a part of Lot 59 of Averia Tract, Section 47, Township 1 South, Range 30 West, Escambia County, Florida, according to the plat of said Averia Tract as filed in Deed Book "P" at Page 206 of the public records of said county. Begin at the Northwest corner of said Lot 59 for the Point of Beginning; thence Easterly along the North line of said Lot 59 for 200 feet; thence Southerly parallel to the West line of said Lot 59 for 200 feet; thence Westerly parallel to the North line of said Lot 59 for 200 feet to the West line of said lot; thence Northerly along the West line of said Lot 59 for 200 feet to the Point of Beginning. Being the same as Lots 1 and 2, Cummings Subdivision, a subdivision as recorded in Plat Book 1 at Page 86 of the public records of Escambia County, Florida.

FROM :

1997.08-29 10:38 #659 P.02/02

1-4 FAMILY RIDER
Assignment of Rents**OR BK 4278 PG1559**
Escambia County, Florida
INSTRUMENT 98-500257

THIS 1-4 FAMILY RIDER is made this 7 day of JULY, 19 98,
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed
(the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to
BENEFICIAL FLORIDA INC. (the "Lender")
of the same date and covering the property described in the Security Instrument and located at:

5612 & 5608 N PALAFOX HWY PENSACOLA FL 32503

(Property Address)

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

B. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

C. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

D. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

E. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's Notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

Dennis F. Baker (Seal)
..... Borrower

..... (Seal)
..... Borrower

RCD Jul 08, 1998 01:42 pm
Escambia County, Florida

Record & Return To
First American Title Insurance Co.
7201 N. 9th Avenue, Suite A-4
Pensacola, FL 32504

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 98-500257

MULTISTATE 1-4 FAMILY RIDER — Female Mac/Toddle Mac Uniform Instrument

Form 9178 10/85

L-1612 Rev. 9/86

Recorded in Public Records 3/20/2019 8:18 AM OR Book 8064 Page 1426,
Instrument #2019024578, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$10.00

PREPARED BY:
RAE DUTTON
FIRST AMERICAN MORTGAGE SOLUTIONS
1795 INTERNATIONAL WAY
IDAHO FALLS, ID 83402
AND WHEN RECORDED MAIL TO:
FIRST AMERICAN MORTGAGE SOLUTIONS
1795 INTERNATIONAL WAY
IDAHO FALLS, ID 83402
FLORIDA
COUNTY OF ESCAMBIA
LOAN NO.: 418220792



ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, **BENEFICIAL FLORIDA INC.** located at **C/O SELECT PORTFOLIO SERVICING, INC. 3217 S. DECKER LAKE DRIVE, SALT LAKE CITY, UT 84119**, "Assignor," does hereby grant, bargain, assign, transfer and set over unto **DLJ MORTGAGE CAPITAL, INC.** located at **ELEVEN MADISON AVENUE 4TH FLOOR, NEW YORK, NY 10010**, "Assignee," its successors and assigns, that certain indenture of Mortgage bearing the date of **JULY 07, 1998** executed by **BENNIE BAKER, A SINGLE WOMAN, ENCUMBERING NON-HOMESTEAD PROPERTY**, Mortgagor, and recorded in Book **4278** at Page **1556** as Clerk's File No. **98-500257** in Public Records in the Office of the Clerk of the Circuit Court for **ESCAMBIA** County, State of **FLORIDA**, upon the following described property:

AS DESCRIBED IN SAID MORTGAGE REFERRED TO HEREIN

TOGETHER WITH all rights accrued or to accrue under said Mortgage.

TO HAVE AND TO HOLD the same, unto the said Assignee, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned has caused this Instrument to be executed on **MARCH 18, 2019**.

BENEFICIAL FLORIDA INC., ON BEHALF OF ITSELF AND AS SUCCESSOR BY MERGER TO BENEFICIAL MORTGAGE CO. OF FLORIDA, BY SELECT PORTFOLIO SERVICING, INC. AS ATTORNEY IN FACT

RAE DUTTON, ASSISTANT VICE PRESIDENT

STATE OF IDAHO COUNTY OF BONNEVILLE) ss.

On **MARCH 18, 2019**, before me, **NICHELLE HUTCHINGS**, personally appeared **RAE DUTTON** known to me to be the **ASSISTANT VICE PRESIDENT** of **BENEFICIAL FLORIDA INC., ON BEHALF OF ITSELF AND AS SUCCESSOR BY MERGER TO BENEFICIAL MORTGAGE CO. OF FLORIDA, BY SELECT PORTFOLIO SERVICING, INC. AS ATTORNEY IN FACT** the corporation that executed the instrument or the person who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.

NICHELLE HUTCHINGS (COMMISSION EXP. 03/23/2022)
NOTARY PUBLIC



SP8100114IM - AM - FL



Page 1 of 1

Recorded in Public Records 11/1/2023 2:14 PM OR Book 9062 Page 361,
Instrument #2023087689, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording S27.00

Recorded in Public Records 11/1/2023 1:41 PM OR Book 9062 Page 264,
Instrument #2023087656, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording S27.00

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

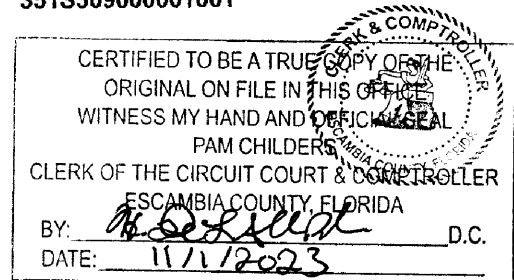
PETITIONER
ESCAMBIA COUNTY FLORIDA,

CASE NO: CE23051920N
LOCATION: 5708 N PALAFOX HWY
PR#: 351S309000001001

VS.

5708 PALAFOX LAND TRUST
DATED 06-13-21,
9 AUDUSSON AVE
PENSACOLA, FL 32507

RESPONDENT(S)



ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the Respondent(s) or representative thereof, n/a, as well as evidence submitted, and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinances has occurred and continues:

42-111. Solid Waste- Conditions Constituting a Nuisance. (b) Dead or Dying trees

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

It is hereby **ORDERED** that the **RESPONDENT(S)** shall have until **11/10/2023** to correct the violation(s) and to bring the violation into compliance. Corrective action shall include:

Sec 42-111 Condition contributing to a nuisance (b) Dead Trees

If Respondent(s) fail to fully correct the violation(s) within the time required,

Page 1 Of 3

BK: 9062 PG: 362

BK: 9062 PG: 265

Respondent(s) will be assessed a fine of **\$50.00** per day, commencing **11/11/2023**.

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

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

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

BK: 9062 PG: 363 Last Page

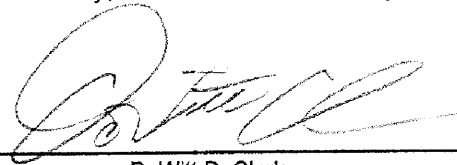
BK: 9062 PG: 266 Last Page

herein, which lien can be enforced by foreclosure and as provided by law.

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

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

DONE AND ORDERED in Escambia County, Florida on this 31st day of October, 2023.



DeWitt D. Clark
Special Magistrate
Office of Environmental Enforcement

Recorded in Public Records 6/9/2025 8:53 AM OR Book 9327 Page 1257,
Instrument #2025041529, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording S27.00

Recorded in Public Records 6/9/2025 8:02 AM OR Book 9327 Page 1071,
Instrument #2025041480, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording S27.00

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

PETITIONER
ESCAMBIA COUNTY FLORIDA,

CASE NO: CE24073324L
LOCATION: 5708 N PALAFOX HWY
PR#: 351S309000001001

VS.

BAKER, BENNI
3442 CHANTARENCE DR
PENSACOLA, FL 32507

RESPONDENT(S)

ORDER

This CAUSE having come before the Office of Environmental Enforcement Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the Respondent(s) or representative thereof, Noone, as well as evidence submitted, and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinances has occurred and continues:

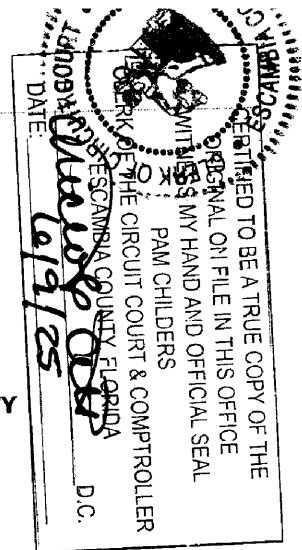
LDC. Ch. 4. Art. 7. Sec. 4-7.9 Outdoor Storage

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

Sec. 42-196(b) Nuisance - (B) Trash and Debris

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

It is hereby **ORDERED** that the **RESPONDENT(S)** shall have until **7/3/2025** to correct the violation(s) and to bring the violation into compliance.



BK: 9327 PG: 1258

BK: 9327 PG: 1072

Corrective action shall include:

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

Remove all outdoor storage from the property. Store indoor items in a garage, shed or dwelling.

If Respondent(s) fail to fully correct the violation(s) within the time required, Respondent(s) will be assessed a fine of **\$50.00** per day, commencing **7/4/2025**. This fine shall continue until the violation(s) is/are abated and the violation(s) brought into compliance, or until as otherwise provided by law. **RESPONDENT IS REQUIRED**, immediately upon full correction of the violation(s), to contact the Escambia County Office of Environmental Enforcement in writing to request that the office immediately inspect the property to make an official determination of whether the violation(s) has/have been abated and brought into compliance. If the violation(s) is/are not abated within the specified time period, Escambia County may elect to undertake any necessary measures to abate the violation(s). These measures could include, but are not limited to, **DEMOLISHING NON-COMPLIANT STRUCTURES, LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S)**. At the request of Escambia County, the Sheriff shall enforce this order by taking reasonable law enforcement action to remove from the premises any unauthorized person interfering with the execution of this order or otherwise refusing to leave after warning. The reasonable cost of such abatement will be assessed against **RESPONDENT(S)** and shall constitute a lien on the property. Pursuant to Escambia County Resolution R2017-132, costs in the amount of **\$250.00** are awarded in favor of Escambia County as the prevailing party against **RESPONDENT(S)**.

This fine shall be forwarded to the Board of County Commissioners of Escambia

Page 2 Of 3

BK: 9327 PG: 1259 Last Page

BK: 9327 PG: 1073 Last Page

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

An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within **30 days** of the execution of the order to be appealed.

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

DONE AND ORDERED in Escambia County, Florida on this 3rd day of June, 2025.



Gregory Farrar
Special Magistrate
Office of Environmental Enforcement