



# 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- 67

## Part 1: Tax Deed Application Information

Applicant Name Applicant Address	KEYS FUNDING LLC - 5023 PO BOX 71540 PHILADELPHIA, PA 19176-1540	Application date	Apr 21, 2025
Property description	JOHNSON JAMES B JR & JOHNSON YEN MAXWELL 7422 ST JAMES PL PENSACOLA, FL 32506 201 MCKINLEY DR 05-4927-000 LT 1 BLK 7 MAYFAIR PB 3 P 54 OR 5575 P 90 OR 6433 P 1354	Certificate #	2023 / 2345
		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)
# 2023/2345	06/01/2023	929.77	46.49	976.26
→Part 2: Total*				976.26


## 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)
# 2024/2516	06/01/2024	1,095.84	6.25	80.36	1,182.45
Part 3: Total*					1,182.45

## 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)	2,158.71
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	1,020.51
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)	3,554.22

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

<b>Part 5: Clerk of Court Certified Amounts (Lines 8-14)</b>	
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. <b>Total Paid (Lines 8-13)</b>	
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: 2500359

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

KEYS FUNDING LLC - 5023

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
05-4927-000	2023/2345	06-01-2023	LT 1 BLK 7 MAYFAIR PB 3 P 54 OR 5575 P 90 OR 6433 P 1354

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 - 5023

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](#)


<b>General Information</b> <b>Parcel ID:</b> 152S301000001008 <b>Account:</b> 054927000 <b>Owners:</b> JOHNSON JAMES B JR & JOHNSON YEN MAXWELL <b>Mail:</b> 7422 ST JAMES PL PENSACOLA, FL 32506 <b>Situs:</b> 201 MCKINLEY DR 32505 <b>Use Code:</b> SINGLE FAMILY RESID <b>Taxing Authority:</b> COUNTY MSTU <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a> <small>Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector</small>		<b>Assessments</b> <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>\$20,000</td> <td>\$75,704</td> <td>\$95,704</td> <td>\$45,743</td> </tr> <tr> <td>2023</td> <td>\$20,000</td> <td>\$71,691</td> <td>\$91,691</td> <td>\$41,585</td> </tr> <tr> <td>2022</td> <td>\$8,000</td> <td>\$58,550</td> <td>\$66,550</td> <td>\$37,805</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	\$20,000	\$75,704	\$95,704	\$45,743	2023	\$20,000	\$71,691	\$91,691	\$41,585	2022	\$8,000	\$58,550	\$66,550	\$37,805																																				
Year	Land	Imprv	Total	Cap Val																																																							
2024	\$20,000	\$75,704	\$95,704	\$45,743																																																							
2023	\$20,000	\$71,691	\$91,691	\$41,585																																																							
2022	\$8,000	\$58,550	\$66,550	\$37,805																																																							
<b>Sales Data</b> Type List: <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Multi Parcel</th> <th>Records</th> </tr> </thead> <tbody> <tr> <td>02/26/2009</td> <td>6433</td> <td>1354</td> <td>\$100</td> <td>OJ</td> <td>N</td> <td></td> </tr> <tr> <td>11/12/2008</td> <td>6398</td> <td>65</td> <td>\$100</td> <td>OJ</td> <td>N</td> <td></td> </tr> <tr> <td>10/31/2008</td> <td>6393</td> <td>1064</td> <td>\$100</td> <td>CT</td> <td>N</td> <td></td> </tr> <tr> <td>02/2005</td> <td>5575</td> <td>90</td> <td>\$100</td> <td>QC</td> <td>N</td> <td></td> </tr> <tr> <td>07/1997</td> <td>4151</td> <td>471</td> <td>\$100</td> <td>OT</td> <td>N</td> <td></td> </tr> <tr> <td>08/1983</td> <td>1806</td> <td>1</td> <td>\$100</td> <td>QC</td> <td>N</td> <td></td> </tr> <tr> <td>06/1983</td> <td>1783</td> <td>79</td> <td>\$35,100</td> <td>WD</td> <td>N</td> <td></td> </tr> </tbody> </table> <small>Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller</small>		Sale Date	Book	Page	Value	Type	Multi Parcel	Records	02/26/2009	6433	1354	\$100	OJ	N		11/12/2008	6398	65	\$100	OJ	N		10/31/2008	6393	1064	\$100	CT	N		02/2005	5575	90	\$100	QC	N		07/1997	4151	471	\$100	OT	N		08/1983	1806	1	\$100	QC	N		06/1983	1783	79	\$35,100	WD	N		<b>2024 Certified Roll Exemptions</b> None  <b>Legal Description</b> LT 1 BLK 7 MAYFAIR PB 3 P 54 OR 5575 P 90 OR 6433 P 1354  <b>Extra Features</b> BLOCK/BRICK BUILDING CARPORT	
Sale Date	Book	Page	Value	Type	Multi Parcel	Records																																																					
02/26/2009	6433	1354	\$100	OJ	N																																																						
11/12/2008	6398	65	\$100	OJ	N																																																						
10/31/2008	6393	1064	\$100	CT	N																																																						
02/2005	5575	90	\$100	QC	N																																																						
07/1997	4151	471	\$100	OT	N																																																						
08/1983	1806	1	\$100	QC	N																																																						
06/1983	1783	79	\$35,100	WD	N																																																						
<b>Parcel Information</b>		<a href="#">Launch Interactive Map</a>																																																									

Section  
Map Id:  
15-2S-30-1

Approx.  
Acreage:  
0.3334

Zoned:   
MDR

Evacuation  
& Flood  
Information  
[Open  
Report](#)


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

#### Buildings

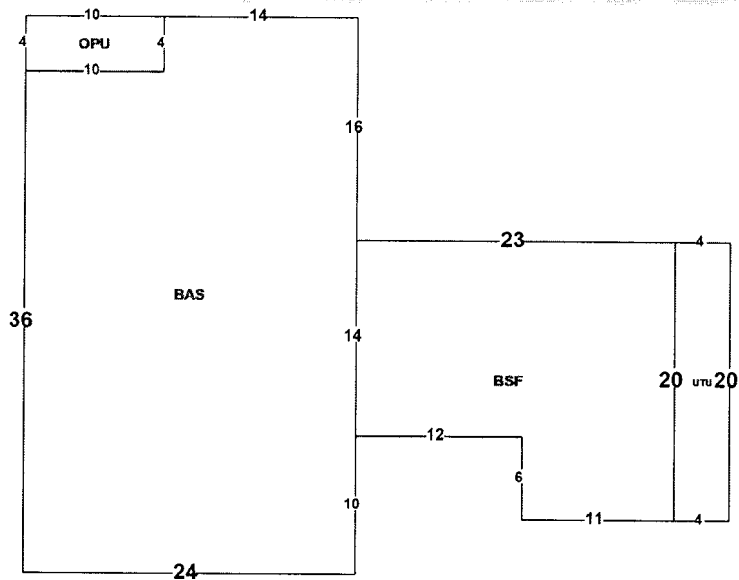
Address: 201 MCKINLEY DR, Improvement Type: SINGLE FAMILY, Year Built: 1955, Effective Year: 1955, PA Building ID#: 77037

#### Structural Elements

DECOR/MILLWORK-AVERAGE  
DWELLING UNITS-1  
EXTERIOR WALL-CONCRETE BLOCK  
FLOOR COVER-VINYL ASBESTOS  
FOUNDATION-SLAB ON GRADE  
HEAT/AIR-WALL/FLOOR FURN  
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 - 1428 Total SF

BASE AREA - 920  
BASE SEMI FIN - 388  
OPEN PORCH UNF - 40  
UTILITY UNF - 80



#### Images



7/25/2024 12:00:00 AM



7/25/2024 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.

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **KEYS FUNDING LLC** holder of **Tax Certificate No. 02345**, 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 BLK 7 MAYFAIR PB 3 P 54 OR 5575 P 90 OR 6433 P 1354**

**SECTION 15, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 054927000 (1025-67)**

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

**JAMES B JOHNSON JR and YEN MAXWELL JOHNSON**

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 #: 05-4927-000 CERTIFICATE #: 2023-2345

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 15, 2005 to and including July 15, 2025 Abstractor: Andrew Hunt

BY



Michael A. Campbell,  
As President  
Dated: July 16, 2025

**PROPERTY INFORMATION REPORT**  
**CONTINUATION PAGE**

July 16, 2025

Tax Account #: **05-4927-000**

1. The Grantee(s) of the last deed(s) of record is/are: **JAMES BYRON JOHNSON JR. AND YEN MAXWELL JOHNSON**

**By Virtue of Quit Claim Deed recorded 2/11/2005 in OR 5575/90**

**ABTRACTOR'S NOTE: CERTIFICATE OF TITLE IN FAVOR OF E\*TRADE BANK RECORDED 11/4/2008 IN OR 6393/1064 WAS VACATED BY ORDER RECORDED 11/19/2008 ON OR 6398/65 AND AMENDED ORDER RECORDED 3/6/2009 IN OR 6433/1354**

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 Gulf Harbour Investments Corporation recorded 3/23/2005 – OR 5599/903 together with Assignment recorded 1/2/2019 – OR 8024/1084**
  - b. **Judgment in favor of US District Court for the Northern District of FL recorded 5/12/2011 – OR 6720/98**
  - c. **Tax Lien in favor of Department of Revenue recorded 2/5/2008 – OR 6283/471**
  - d. **Judgment in favor of Escambia County recorded 7/15/2022 – OR 8823/590**
  - e. **Judgment in favor of Escambia County recorded 12/9/2011 – OR 6795/1523**
  - f. **Judgment in favor of Escambia County recorded 12/4/2013 – OR 7109/882**
  - g. **Judgment in favor of Escambia County recorded 10/13/2009 – OR 6517/1892**
  - h. **Judgment in favor of Ship N Shape Inc recorded 9/17/2008 – OR 6376/1960**
  - i. **Judgment in favor of Monsanto Employee Credit Union n/k/a Gulf Winds Credit Union recorded 6/18/2007 – OR 6165/694**
  - j. **Judgment in favor of Chase Bank USA, N.A. recorded 12/27/2018 – OR 8022/1020 together with Assignment recorded 2/25/2010 – OR 6563/954 and Affidavit of Creditor's Address recorded 12/27/2018 – OR 8022/1021**
  - k. **Tax Warrant in favor of Florida Department of Revenue recorded 2/11/2022 – OR 8021/529**
  - l. **Tax Warrant in favor of Florida Department of Revenue recorded 2/11/2022 – OR 8721/532**

4. Taxes:

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

**Tax Account #: 05-4927-000**

**Assessed Value: \$45,743.00**

**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 #:** 05-4927-000

**CERTIFICATE #:** 2023-2345

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.

**JAMES BYRON JOHNSON JR**  
**YEN MAXWELL JOHNSON**  
**7422 ST JAMES PL**  
**PENSACOLA, FL 32506**

**JAMES BYRON JOHNSON JR**  
**YEN MAXWELL JOHNSON**  
**201 MCKINLEY DR**  
**PENSACOLA, FL 32506**

**GULF HARBOUR INVESTMENTS CORP**  
**111 NORTH ORANGE AVE STE 800**  
**ORLANDO, FL 32801**

**US DISTRICT COURT OF THE**  
**NORTHERN DISTRICT OF FL**  
**FINANCIAL LITIGATION UNIT**  
**US ATTORNEY OFFICE**  
**111 N ADAMS ST 4TH FLOOR**  
**TALLAHASSEE, FL 32301**

**FLORIDA DEPARTMENT OF REVENUE**  
**PENSACOLA SERVICE CENTER**  
**3670 N L ST STE C**  
**PENSACOLA, FL 32505-5254**

**JAMES JOHNSON**  
**536 SELINA ST A**  
**PENSACOLA, FL 32503**

**HONORABLE ERNIE LEE MAGAHA**  
**JUVENILE DIVISION**  
**1800 ST MARY AVE**  
**PENSACOLA, FL 32501**

**JAMES JOHNSON**  
**606 N FAIRFIELD DR**  
**PENSACOLA, FL 32506**

**STEVEN THRASHER REGISTERED AGENT**  
**SHIP N SHAPE**  
**10099 NELLE AVE UNIT 904**  
**PENSACOLA, FL 32507**

**SHIP N SHAPE**  
**38 S BLUE ANGEL PKWY**  
**PENSACOLA, FL 32506**

**CONTINUED ON PAGE 4**

**CONTINUED FROM PAGE 3**

**GULF WINDS CREDIT UNION  
220 E NINE MILE RD  
PENSACOLA, FL 32534**

**JIMMY JOHNSON  
23100 COUNTY RD 38  
SUMMERDALE, AL 36580**

**JIMMIE JOHNSON  
4930 CATALINA CIR  
PENSACOLA, FL 32506-5343**

**DOVE INVESTMENT CORP  
601 N CONGRESS AVE STE 424  
DELRAY BEACH, FL 33445**

**JIMMIE JOHNSON  
4138 N DAVIS HWY  
PENSACOLA, FL 32503-2750**

**Certified and delivered to Escambia County Tax Collector, this 16<sup>th</sup> 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 16, 2025**

**Tax Account #:05-4927-000**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**LT 1 BLK 7 MAYFAIR PB 3 P 54 OR 5575 P 90 OR 6433 P 1354**

**SECTION 15, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 05-4927-000(1025-67)**

Recorded in Public Records 02/11/2005 at 01:59 PM, OR Book 5575 Page 90,  
Instrument #2005333994, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$18.50 Deed Stamps \$0.70

---

**Return to: (enclose self-addressed stamped envelope)**

**Name:**

**Address:**

**This Instrument Prepared by:**

**Name:** Lisa English C/O: Bill Thompson's Office Equipment Company

**Address:** 103 South Baylen Street, Pensacola, Florida 32502  
850-434-2365

**Property Appraisers Parcel Identification**

**Folio Number(s):**

---

Space above this line for processing data

Space above this line for recording data

## QUIT CLAIM DEED

**This Quit Claim Deed**, Executed the 8<sup>th</sup> day of February 2005, by James M. Maxwell and Lea Kim Maxwell husband and wife whose post office address is 16404 The Loop, Gulf Shores, Alabama 36542 first party,

to James Byron Johnson Jr., and Yen Maxwell Johnson, husband and wife whose post office address is 7422 St. James Place, Pensacola, Florida 32506, second party.

(Wherever used herein the terms "first party" and "second party" include all the parties to this instrument and the heirs, legal representatives, and the successors and assigns of corporations. Wherever the context so admits or requires.)

**Witnesseth**, That the first party, for and in consideration of the sum of \$ 10.00 (Ten Dollars)

in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit claim unto the second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Escambia, State of Florida, to wit:

**LOT 1 BLK 7, MAYFAIR PB3 P54**

**PROPERTY ADDRESS KNOWN AS 201 MCKINLEY DRIVE, PENSACOLA, FLORIDA**

THE PREPARER OF THIS DEED REPRESENTS THAT HE/SHE HAS PREPARED THIS DEED AT THE DIRECTION OF THE GRANTOR AND/OR GRANTEE; THAT HE/SHE HAS PREPARED THIS DEED BASED SOLELY UPON THE LEGAL DESCRIPTION PROVIDED BY THE GRANTOR AND/OR GRANTEE; THAT NO TITLE SEARCH OR SURVEY HAS BEEN PERFORMED BY THE PREPARER; THAT THE PREPARER HAS NOT EXAMINED THE TITLE TO THE ABOVE DESCRIBED REAL PROPERTY; AND THAT THE PREPARER MAKES ABSOLUTELY NO REPRESENTATION, WARRANTIES OR GUARANTEES WHATSOEVER AS TO THE VALIDITY OF THE TITLE OR OWNERSHIP OF SAID REAL PROPERTY BEING CONVEYED HEREIN ABOVE.

**To Have and to Hold** The same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity to the only proper use, benefit and behoof of the said second party forever.

**IN Witness Whereof**, the said first party has signed and sealed these presents the day and year first written.

Signed, sealed and delivered in the presence of:

*Dana Walker*  
Witness Signature(as to Grantor)

DANA WALKER  
Printed Name

\_\_\_\_\_  
Witness Signature (as to Grantor)

\_\_\_\_\_  
Printed Name

*Dana Walker*  
Witness Signature(as to Co-Grantor)

DANA WALKER  
Printed Name

\_\_\_\_\_  
Witness Signature (as to Co-Grantor)

\_\_\_\_\_  
Printed Name

*James M. Maxwell*  
Grantor Signature James M. Maxwell

JAMES M. MAXWELL  
Printed Name

16404 The Loop, Gulf Shores, AL 36542  
Post Office Address

*Lea Kim Maxwell*  
Co-Grantor Signature Lea Kim Maxwell

LEA Kim MAXWELL  
Printed Name

16404 The Loop, Gulf Shores, AL 36542  
Post Office Address

State of Alabama  
County of Baldwin

On 2/10/05 before me, *Allen Smith* (notary), personally appeared James M. Maxwell and Lea Kim Maxwell, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

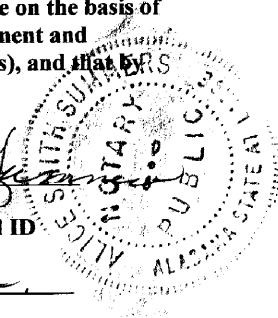
*My Commission Expires*  
*Sept. 16, 2006*

Signature *Allen Smith*

Affiant \_\_\_\_\_ Known ☒ Produced ID \_\_\_\_\_

Type of ID *Drivers License*

(SEAL)



Recorded in Public Records 11/04/2008 at 03:47 PM OR Book 6393 Page 1064,  
Instrument #2008082279, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Deed Stamps \$0.70

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT OF THE STATE OF  
FLORIDA, IN AND FOR ESCAMBIA COUNTY  
CIVIL DIVISION

E\*TRADE BANK,

Plaintiff,

vs.

CASE NO. 2008 CA 001081

JAMES BYRON JOHNSON, JR.; THE UNKNOWN  
SPOUSE OF JAMES BYRON JOHNSON, JR.; YEN  
MAXWELL JOHNSON; THE UNKNOWN SPOUSE OF  
YEN MAXWELL JOHNSON; IF LIVING, INCLUDING  
ANY UNKNOWN SPOUSE OF SAID DEFENDANT(S), IF  
REMARRIED, AND IF DECEASED, THE RESPECTIVE  
UNKNOWN HEIRS, DEVISEES, GRANTEES,  
ASSIGNEES, CREDITORS, LIENORS, AND TRUSTEES,  
AND ALL OTHER PERSONS CLAIMING BY,  
THROUGH, UNDER OR AGAINST THE NAMED  
DEFENDANT(S); STATE OF FLORIDA; STATE OF  
FLORIDA DEPARTMENT OF REVENUE; WHETHER  
DISSOLVED OR PRESENTLY EXISTING, TOGETHER  
WITH ANY GRANTEES, ASSIGNEES, CREDITORS,  
LIENORS, OR TRUSTEES OF SAID DEFENDANT(S)  
AND ALL OTHER PERSONS CLAIMING BY,  
THROUGH, UNDER, OR AGAINST DEFENDANT(S);  
UNKNOWN TENANT #1; UNKNOWN TENANT #2;

Defendant(s).

CERTIFICATE OF TITLE

Case: 2008 CA 001081



00013558763

Dkt: CA1173 Pg#:

3

\$100.00

43

BK: 6393 PG: 1065

The undersigned Clerk of the Court certifies that (s)he executed and filed a Certificate of Sale in this action on October 15, 2008, for the property described herein and that no objections to the sale have been filed within the time allowed for filing such objections.

The following property in ESCAMBIA County, Florida, Parcel ID #05-4927-000 :

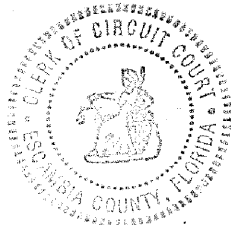
**LOT 1, BLOCK 7, MAYFAIR, ACCORDING TO THE PLAT THEREOF,  
AS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC  
RECORDS OF ESCAMBIA COUNTY, FLORIDA.**

**A/K/A**

**201 MCKINLEY DRIVE  
PENSACOLA, FL 32505**

Was sold to E\*TRADE BANK, whose mailing address is: 620 LIBERTY AVENUE  
PITTSBURGH, PA 15222.

WITNESS my hand and official seal of the Court on this 31 day of Oct  
2008.



CLERK OF THE COURT

*[Signature]*  
Deputy Clerk

cc:

✓ Law Offices of Daniel C. Consuegra  
9204 King Palm Drive  
Tampa, FL 33619-1328

Attorneys for Plaintiff

✓ All parties on Master Civil Service List

10/31/08 *[Signature]*

MASTER CIVIL SERVICE LIST

JAMES BYRON JOHNSON, JR.  
7422 ST. JAMES PLACE  
PENSACOLA, FL 32506

YEN MAXWELL JOHNSON  
3045 TAUSSIG STREET  
SAN DIEGO, CA 92124

BK: 6393 PG: 1066 Last Page

---

THE UNKNOWN SPOUSE OF YEN MAXWELL JOHNSON  
3045 TAUSSIG STREET  
SAN DIEGO, CA 92124

STATE OF FLORIDA  
C/O WILLIAM EDDINS, STATE ATTORNEY  
190 GOVERNMENT CENTER  
PENSACOLA, FL 32501

STATE OF FLORIDA DEPARTMENT OF REVENUE  
C/O JIM ZINGALE, EXECUTIVE DIRECTOR  
501 SOUTH CALHOUN STREET  
CARLTON BUILDING, ROOM 104  
TALLAHASSEE, FL 32399



Recorded in Public Records 11/19/2008 at 10:54 AM OR Book 6398 Page 65,  
Instrument #2008085732, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT OF THE  
STATE OF FLORIDA, IN AND FOR ESCAMBIA COUNTY  
CIVIL DIVISION

E\*TRADE BANK

Plaintiff,

vs.

JAMES BYRON JOHNSON, JR., et al.

Defendant(s)

CASE NO. 2008 CA 001081

2008 NOV 12 P 2:55  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL  
ERNEE LEE MAGAHA  
FILED & RECORDED  
CIVIL DIVISION

**ORDER TO VACATE FORECLOSURE SALE OF OCTOBER 15, 2008; ORDER  
TO VACATE CERTIFICATE OF SALE; AND ORDER TO VACATE  
CERTIFICATE OF TITLE**

THIS MATTER came on for consideration, ex parte, upon Motion of the Plaintiff  
to Vacate Foreclosure Sale of October 15, 2008, and the Court having reviewed the  
matter was fully advised in the premises. It is therefore

ORDERED AND ADJUDGED:

1. The foreclosure sale held by the Clerk on October 15, 2008, is vacated.
2. The Certificate of Sale issued in this matter is vacated.
3. The Certificate of Title issued in this matter is vacated.

DONE AND ORDERED in Chambers in Escambia County, Florida, this

12<sup>th</sup> day of November, 2008.

*[Signature]*  
Circuit Court Judge

Copies furnished to:  
Law Offices of Daniel C. Consuegra  
9204 King Palm Drive  
Tampa, FL 33619-1328  
Tel (813) 915-8660/Fax (813) 915-0559

and all parties listed on the attached service list

11-14-08 NW

Case: 2008 CA 001081



00049137531

Dkt: CA1071 Pg#: 2

**MASTER CIVIL SERVICE LIST**

- ✓ JAMES BYRON JOHNSON, JR.  
7422 ST. JAMES PLACE  
PENSACOLA, FL 32506
- ✓ JAMES BYRON JOHNSON, JR. and THE UNKNOWN SPOUSE OF  
JAMES BYRON JOHNSON, JR.  
YEN MAXWELL JOHNSON and THE UNKNOWN SPOUSE OF  
YEN MAXWELL JOHNSON  
C/O GREGORY SMITH  
GREGORY D. SMITH, ESQUIRE  
201 SOUTH BAYLEN STREET, SUITE A  
PENSACOLA, FL 32502
- ✓ YEN MAXWELL JOHNSON and THE UNKNOWN SPOUSE OF  
YEN MAXWELL JOHNSON  
3045 TAUSSIG STREET  
SAN DIEGO, CA 92124
- ✓ STATE OF FLORIDA  
C/O WILLIAM EDDINS, STATE ATTORNEY  
190 GOVERNMENT CENTER  
PENSACOLA, FL 32501
- ✓ STATE OF FLORIDA DEPARTMENT OF REVENUE  
C/O JIM ZINGALE, EXECUTIVE DIRECTOR  
501 SOUTH CALHOUN STREET  
CARLTON BUILDING, ROOM 104  
TALLAHASSEE, FL 32399

Recorded in Public Records 03/06/2009 at 04:10 PM OR Book 6433 Page 1354,  
Instrument #2009014800, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT OF THE  
STATE OF FLORIDA, IN AND FOR ESCAMBIA COUNTY  
CIVIL DIVISION

E\*TRADE BANK

Plaintiff,

vs.

CASE NO. 2008 CA 001081

JAMES BYRON JOHNSON, JR., et al.

Defendant(s)

**AMENDED ORDER TO VACATE FORECLOSURE SALE OF OCTOBER 15,  
2008; ORDER TO VACATE CERTIFICATE OF SALE; AND ORDER TO  
VACATE CERTIFICATE OF TITLE**

THIS MATTER came on for consideration, ex parte, upon amended Motion of  
the Plaintiff to Vacate Foreclosure Sale of October 15, 2008, and the Court having  
reviewed the matter was fully advised in the premises. It is therefore

ORDERED AND ADJUDGED:

1. The foreclosure sale held by the Clerk on October 15, 2008, is vacated.
2. The Certificate of Sale issued in this matter is vacated.
3. The Certificate of Title issued in this matter is vacated concerning the instant  
property situate in Escambia County, Florida to wit:

**LOT 1, BLOCK 7, MAYFAIR, ACCORDING TO THE PLAT THEREOF,  
AS RECORDED IN PLAT BOOK 3, PAGE 54, OF THE PUBLIC  
RECORDS OF ESCAMBIA COUNTY, FLORIDA.**

Case: 2008 CA 001081

00017777077

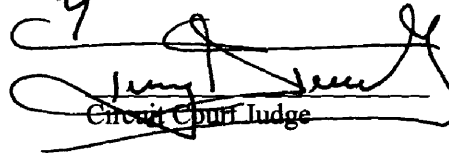
Dkt: CA1071 Pg#: 2 49

A/K/A

201 MCKINLEY DRIVE  
PENSACOLA, FL 32505

DONE AND ORDERED in Chambers in Escambia County, Florida, this


26<sup>th</sup> day of February, 2008.

  
Circuit Court Judge

Copies furnished to:

- ✓ Law Offices of Daniel C. Consuegra  
9204 King Palm Drive  
Tampa, FL 33619-1328  
Tel (813) 915-8660/Fax (813) 915-0559

- ✓ and all parties listed on the attached service list

03-04-09 

MASTER CIVIL SERVICE LIST

JAMES BYRON JOHNSON, JR.  
7422 ST. JAMES PLACE  
PENSACOLA, FL 32506

JAMES BYRON JOHNSON, JR. and THE UNKNOWN SPOUSE OF  
JAMES BYRON JOHNSON, JR.  
YEN MAXWELL JOHNSON and THE UNKNOWN SPOUSE OF  
YEN MAXWELL JOHNSON  
C/O GREGORY SMITH  
GREGORY D. SMITH, ESQUIRE  
201 SOUTH BAYLEN STREET, SUITE A  
PENSACOLA, FL 32502

YEN MAXWELL JOHNSON and THE UNKNOWN SPOUSE OF  
YEN MAXWELL JOHNSON  
3045 TAUSSIG STREET  
SAN DIEGO, CA 92124

STATE OF FLORIDA  
C/O WILLIAM EDDINS, STATE ATTORNEY  
190 GOVERNMENT CENTER  
PENSACOLA, FL 32501

STATE OF FLORIDA DEPARTMENT OF REVENUE  
C/O JIM ZINGALE, EXECUTIVE DIRECTOR  
501 SOUTH CALHOUN STREET  
CARLTON BUILDING, ROOM 104  
TALLAHASSEE, FL 32399

Recorded in Public Records 03/23/2005 at 01:37 PM, OR Book 5599 Page 903,  
Instrument #2005349304, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$69.50 MTG Stamps \$140.00 Int. Tax \$80.00

**WHEN RECORDED MAIL TO:**

JOHNSON JR. JAMES B

Record and Return To:  
Integrated Loan Services  
600-A N John Rhodes Blvd.  
Melbourne, FL 32934

This Mortgage prepared by:

Name: EARNEST WILKS #9002848829  
Company: AmSouth Bank  
Address: P.O. Box 830721, Birmingham, AL 35283

289.50

20050471246000

**MORTGAGE**

**THIS MORTGAGE** dated March 2, 2005, is made and executed between JAMES B. JOHNSON JR., whose address is 201 MCKINLEY DR, PENSACOLA, FL 32505 and YEN M. JOHNSON, whose address is 201 MCKINLEY DR, PENSACOLA, FL 32505; husband and wife (referred to below as "Grantor") and AmSouth Bank, whose address is 70 South Blue Angel Parkway, Pensacola, FL 32526 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in ESCAMBIA County, State of Florida:

See "EXHIBIT A", which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

**The Real Property** or its address is commonly known as 201 MCKINLEY DR, PENSACOLA, FL 32505.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$40,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until Grantor's interest in any or all of the Property is foreclosed, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify, shall survive the payment of the indebtedness and the satisfaction and reconveyance of the lien of this Mortgage and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

**Nuisance, Waste.** Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

**Removal of Improvements.** Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to

3-8-05

Loan No: 9002848829

**MORTGAGE  
(Continued)**

Page 2

attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage.

**Subsequent Liens.** Grantor shall not allow any subsequent liens or mortgages on all or any portion of the Property without the prior written consent of Lender.

**Compliance with Governmental Requirements.** Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

**Duty to Protect.** Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

**TAXES AND LIENS.** The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

**Payment.** Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

**Right to Contest.** Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

**Evidence of Payment.** Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

**Notice of Construction.** Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialman's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

**PROPERTY DAMAGE INSURANCE.** The following provisions relating to insuring the Property are a part of this Mortgage:

**Maintenance of Insurance.** Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan.

**Application of Proceeds.** Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$10,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

**LENDER'S EXPENDITURES.** If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy or (2) the remaining term of the Note; or (C) be treated as a balloon payment

Grantor, (17) the term of any applicable insurance policy, or (18) the remaining term of the Note, or (19) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

**WARRANTY; DEFENSE OF TITLE.** The following provisions relating to ownership of the Property are a part of this Mortgage:

**Title.** Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

**Defense of Title.** Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

**Compliance With Laws.** Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

BK: 5599 PG: 905

Loan No: 9002848829

**MORTGAGE  
(Continued)**

Page 3

**Survival of Promises.** All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

**CONDEMNATION.** The following provisions relating to condemnation proceedings are a part of this Mortgage:

**Proceedings.** If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

**Application of Net Proceeds.** If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

**IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES.** The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

**Current Taxes, Fees and Charges.** Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all intangible personal property taxes, documentary stamp taxes, fees, and other charges for recording or registering this Mortgage.

**Taxes.** The following shall constitute taxes to which this section applies: (1) a specific tax, including without limitation an intangible personal property tax, upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

**Subsequent Taxes.** If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

**SECURITY AGREEMENT; FINANCING STATEMENTS.** The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

**Security Agreement.** This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

**Security Interest.** Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

**Addresses.** The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

**FURTHER ASSURANCES; ATTORNEY-IN-FACT.** The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

**Further Assurances.** At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

**Attorney-in-Fact.** If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

**FULL PERFORMANCE.** If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor will pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

**EVENTS OF DEFAULT.** At Lender's option, Grantor will be in default under this Mortgage if any of the following happen:

**Payment Default.** Grantor fails to make any payment when due under the Indebtedness.



Grantor fails to make any payment when due under the indebtedness.

**Default on Other Payments.** Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

**Break Other Promises.** Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Mortgage or in any agreement related to this Mortgage.

**Default in Favor of Third Parties.** Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any related document.

**False Statements.** Any representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

**Defective Collateralization.** This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

**Death or Insolvency.** The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

## MORTGAGE (Continued)

Loan No: 9002848829

Page 4

**Taking of the Property.** Any creditor or governmental agency tries to take any of the Property or any other of Grantor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Grantor's accounts with Lender. However, if Grantor disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Grantor gives Lender written notice of the claim and furnishes Lender with monies or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

**Breach of Other Agreement.** Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

**Events Affecting Guarantor.** Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

**Insecurity.** Lender in good faith believes itself insecure.

**RIGHTS AND REMEDIES ON DEFAULT.** Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

**Accelerate Indebtedness.** Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty which Grantor would be required to pay.

**UCC Remedies.** With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

**Appoint Receiver.** Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

**Judicial Foreclosure.** Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

**Deficiency Judgment.** If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the Indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

**Tenancy at Sufferance.** If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

**Other Remedies.** Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

**Sale of the Property.** To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

**Notice of Sale.** Lender will give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

**Election of Remedies.** All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

**Attorneys' Fees; Expenses.** If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

**NOTICES.** Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

**DEFENSE COSTS.** In addition to the costs and expenses I have agreed to pay under "Attorneys' Fees; Expenses" above, I will pay all costs and expenses incurred by Lender arising out of or relating to any steps or actions Lender takes to defend any unsuccessful claim, allegation or counterclaim I may make against Lender. Such costs and expenses shall include, without limitation, attorneys' fees and costs.

**ARBITRATION OF DISPUTES AND WAIVER OF JURY TRIAL.** Except as expressly provided below, any controversy, claim, dispute or disagreement (any "Claim") arising out of, in connection with or relating to (1) Grantor's business relationship with Lender; (2) the performance, interpretation, negotiation, execution, collateralization, administration, repayment, modification, or extension of this Mortgage; (3) any charge or cost incurred pursuant to this Mortgage; (4) the collection of any amounts due under this Mortgage; (5) any alleged tort or other claim arising out of or relating in any way to this Mortgage, collateral under this Mortgage, any account established pursuant to this Mortgage, or any insurance or mechanical repair contract purchased pursuant to or in connection with this Mortgage; (6) any breach of any provision of this Mortgage; (7) any statement or representation made to Grantor by or on behalf of Lender; or (8) any of the foregoing arising out of, in connection with or relating to any agreement which relates to this Mortgage or any assignment of this Mortgage, or any relationship created by or resulting from this Mortgage, will be settled by binding arbitration under the Federal Arbitration Act ("FAA"). This agreement to arbitrate shall include any Claims involving Lender's officers, directors, employees, agents, representatives, contractors, subcontractors, affiliates, successors or assigns, and any such Claims against any of those parties may be joined or consolidated with any related Claims against Lender in a single arbitration proceeding.

**Administration and Rules.** The arbitration will be administered by the American Arbitration Association (the "AAA") under its Commercial Arbitration Rules and, where applicable, its Supplementary Procedures for the Resolution of Consumer-Related Disputes (collectively, the "Arbitration Rules") in effect at the time the demand for arbitration is filed. In the event of a conflict between the Arbitration Rules and this Mortgage, this Mortgage will control, except that, in the event that the AAA determines that any provision of this Mortgage does not comply with applicable standards stated in the AAA's Consumer Due Process Protocol, the standards of the Protocol

Loan No: 9002848829

**MORTGAGE  
(Continued)**

Page 5

will control. Lender will tell Grantor how to contact the AAA and how to get a copy of the Arbitration Rules without cost if Grantor asks Lender in writing to do so. Or, Grantor may contact the AAA directly at 1-800-778-7879 (toll-free) or at [www.adr.org](http://www.adr.org).

**Arbitration Fees and Costs.** If the AAA's Supplemental Procedures for Consumer-Related Disputes apply to Grantor's Claim or Counterclaim, and if Grantor's Claim or Counterclaim for actual damages does not exceed \$10,000, Grantor will be responsible for paying one-half of the arbitrator's fees up to a maximum of \$125. If Grantor's Claim or Counterclaim for actual damages exceeds \$10,000 but does not exceed \$75,000, Grantor will be responsible for paying one-half of the arbitrator's fees up to a maximum of \$375. For such Claims or Counterclaims that do not exceed \$75,000, Lender will pay all other arbitrator's fees and costs imposed by the administrator of the arbitration.

If Grantor's claim or counterclaim is a consumer-related claim for actual damages that exceeds \$75,000, or if it is a non-monetary consumer-related claim or counterclaim, or if it is not a consumer-related claim or counterclaim, Grantor will be responsible for paying the administrative costs and arbitrator's fees as provided in the AAA's Commercial Fee Schedule. Additionally, in the case of a consumer-related claim or counterclaim for actual damages in excess of \$75,000 or for non-monetary damages, and in the case of any non-consumer-related claim or counterclaim, the prevailing party in an arbitration proceeding may seek to recover its expenses for administrative fees and arbitrator(s)'s fees from the other party in accordance with the Arbitration Rules. The final award by the arbitrator(s) pertaining to such a Claim or Counterclaim can apportion the administrative fees and expenses and arbitrators' fees between Grantor and Lender as part of the award, as the arbitrator(s) determines is appropriate.

The fees and costs stated in this Mortgage are subject to any amendments to the Arbitration Rules and fee and cost schedules of the AAA. The fee and cost schedule in effect at the time Grantor submits its claim or counterclaim will apply. The Arbitration Rules permit Grantor to request a deferral or reduction of the administrative fees of arbitration if paying them would cause Grantor extreme hardship. Each party also has the option of filing an action in small claims court for Claims or disputes within the scope of the small claims court's jurisdiction.

**Arbitrator(s).** The arbitration of any Claim or any counter-Claim of \$100,000 or greater shall be conducted by a panel of three arbitrators. The arbitration of any Claim or any Counter-Claim of a lesser amount shall be conducted by one arbitrator. The arbitrator(s) shall be selected from the AAA's panel of arbitrators by mutual agreement between Grantor and Lender. If Grantor and Lender cannot agree on the arbitrator(s), the AAA shall appoint the arbitrator(s).

**No Joinder of Claims; No Class Claims.** Except as expressly provided in this agreement to arbitrate, no Claim may be joined with another dispute or lawsuit, or consolidated with the arbitration of another Claim, or resolved on behalf of a class of similarly situated persons. The validity and effect of this provision of this agreement to arbitrate shall be determined by a court of competent jurisdiction and not by the arbitrator(s).

**Limitations, Defenses and Privileges.** All statutes of limitation, defenses, and attorney-client and other privileges that would apply in a court proceeding will apply in the arbitration.

**Location of Hearing.** Any in-person arbitration hearing will be held in Birmingham, Alabama, where Lender's main office is located, or in the state where this Mortgage was executed if Lender has a branch office in that state.

**Scope.** Except as otherwise expressly provided in this agreement to arbitrate, any dispute regarding whether a particular controversy is subject to arbitration, including any claim of unconscionability and any dispute over the scope or validity of this agreement to arbitrate disputes or of this entire Mortgage, will be decided by the arbitrator(s).

**Exchange of Information.** The arbitrator(s) shall establish such reasonable procedures as may be necessary for the reasonable exchange of information between the parties prior to such arbitration.

**Expedited Procedures.** The Expedited Procedures of the Arbitration Rules shall apply in any dispute where no claim or counterclaim exceeds \$75,000, exclusive of interest and arbitration fees and costs.

**Award.** In rendering an award, the arbitrator(s) shall apply applicable contract terms, statutes and legal precedent and shall follow applicable rules of evidence, enforce applicable privileges, and employ applicable burdens of proof. The arbitrator(s) shall award only such relief as a court of competent jurisdiction could properly award under applicable law. The arbitration award shall be in writing and shall include a written explanation of the basis for the award under the applicable contract terms, statutes and legal precedents. Any appeal of the arbitration award will be governed by the FAA. Judgment on the arbitration award may be entered in any court having jurisdiction.

**Self-Help Remedies and Small Claims Court.** This agreement to arbitrate does not limit the right of Grantor or Lender, whether before, during or after the pendency of any arbitration proceeding, to exercise self-help remedies such as set-off or repossession and sale of collateral, or to foreclose a mortgage with or without a court action, or to bring an action (individually, and not on behalf of a class) to obtain provisional or ancillary remedies or injunctive relief (other than a stay of arbitration) to protect the rights or property of the party seeking such relief. The taking of any of the actions described in the preceding sentence by Grantor or Lender or the filing of a court action by Grantor or Lender shall not be deemed to be a waiver of the right to demand arbitration of any Claim asserted as a counterclaim or the like in response to any such action. This agreement to arbitrate does not limit Grantor's or Lender's right to file an action in small claims court for Claims or disputes within the scope of the small claims court's jurisdiction.

**Transaction Involving Commerce.** Grantor and Lender specifically acknowledge and agree that this Mortgage evidences a "transaction involving commerce" under the FAA, and hereby waive and relinquish any right to claim otherwise. Grantor and Lender hereby acknowledge, agree and stipulate that: Lender is a multi-state banking organization engaged in interstate banking; Lender's deposits are federally insured; the funds used to fund loans such as this one are obtained, at least in part, through interstate commerce; and Lender regularly uses the services of businesses located in other states in making and administering loans and in conducting other transactions.

**Severability.** Except as provided in the following sentence, if any term or provision of this agreement to arbitrate disputes and waiver of jury trial is held to be invalid or unenforceable, the remaining provisions shall be enforced without regard to the invalid or unenforceable term or provision. If the prohibition against joinder of claims and class actions, or any portion thereof, is held to be invalid or unenforceable, the agreement to arbitrate disputes shall also be invalid and unenforceable, but the waiver of jury trial shall continue to be enforceable.

**Survival of Arbitration Agreement.** This agreement to arbitrate disputes will survive the payment of the Indebtedness and the termination of this Mortgage.

termination of this mortgage.

**Waiver of Right to Jury Trial.** WHETHER ANY CLAIM OR DISPUTE IS SUBMITTED TO ARBITRATION OR RESOLVED BY A COURT, GRANTOR AND LENDER VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO SUCH DISPUTE TO THE FULLEST EXTENT ALLOWED BY LAW.

**NOTICE:** This agreement to arbitrate disputes limits or waives certain of Grantor's rights. With respect to Claims Grantor is agreeing to arbitrate pursuant to this Mortgage, Grantor is waiving Grantor's right to bring a court action, and Grantor is waiving the right to have a jury trial on all controversies, whether settled by arbitration or by a court. Grantor cannot represent a class of claimants in the arbitration proceeding. Discovery may be more limited in arbitration than in a court proceeding, and the right and grounds to appeal from an arbitrator's award are more limited than in an appeal from a court judgment. Certain other rights Grantor has in a court proceeding also may not be available in arbitration.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

## MORTGAGE (Continued)

Loan No: 9002848829

Page 6

**Governing Law.** This Mortgage will be governed by and interpreted in accordance with federal law and the laws of the State of Florida. This Mortgage has been accepted by Lender in the State of Florida.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of ESCAMBIA County, State of Florida.

**Joint and Several Liability.** All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

**No Waiver by Lender.** Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

**Severability.** If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waive Jury.** All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage:

**Borrower.** The word "Borrower" means JAMES B. JOHNSON JR. and YEN M. JOHNSON and includes all co-signers and co-makers signing the Note.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

**Grantor.** The word "Grantor" means JAMES B. JOHNSON JR. and YEN M. JOHNSON.

**Guaranty.** The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Agreement, together with interest on such amounts as provided in this Agreement, and any and all other present or future, direct or contingent liabilities or indebtedness of any person who signs the Note to the Lender of any nature whatsoever, whether classified as secured or unsecured, except that the word "Indebtedness" shall not include any debt subject to the disclosure requirements of the Federal Truth-in-Lending Act if, at the time such debt is incurred, any legally required disclosure of the lien afforded hereby with respect to such debt shall not have been made.

**Lender.** The word "Lender" means AmSouth Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Note.** The word "Note" means the promissory note dated March 2, 2005, in the original principal amount of \$40,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Note is March 7, 2020.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or

hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

BK: 5599 PG: 909

**MORTGAGE  
(Continued)**

Loan No: 9002848829

Page 7

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

x *James B. Johnson Jr.*  
 JAMES B. JOHNSON JR.

x *Yen M. Johnson*  
 YEN M. JOHNSON

WITNESSES:

*Leslie Sheets* *Leslie Sheets*  
 x *Mary J. Lockart* *Mary T. Lockart*

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Florida )  
 ) SS  
 COUNTY OF Escambia )

The foregoing instrument was acknowledged before me this 2 day of March, 2005  
 by JAMES B. JOHNSON JR. and YEN M. JOHNSON, husband and wife, who are personally known to me or who have produced FLDL  
 as identification and did / did not take an oath.



James Ferreira  
 My Commission DD253601  
 Expires January 06, 2006

(Signature of Person Taking Acknowledgment)

*James Ferreira*  
 (Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)



BK: 5599 PG: 910 Last Page

---

F068FBA8

### **SCHEDULE A**

201 MCKINLEY DR

ALL THAT CERTAIN LAND IN ESCAMBIA COUNTY, FLORIDA TO-WIT:

LOT(S) 1, BLOCK 7 OF MAYFAIR, AS RECORDED IN PLAT BOOK 1, PAGE 41  
ET SEQ., OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

PARCEL ID: 15-2S-30-1000-001-008

Recorded in Public Records 1/2/2019 11:24 AM OR Book 8024 Page 1084,  
Instrument #2019000130, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$18.50

This Instrument Prepared By:  
**COMPUTERSHARE TITLE SERVICES**  
c/o VISIONET SYSTEMS INC.  
After Recording Return To:  
**COMPUTERSHARE TITLE SERVICES**  
c/o VISIONET SYSTEMS INC.  
183 INDUSTRY DRIVE  
PITTSBURGH, PA 15275



### Assignment of Mortgage

ORDER #: 237357

FOR VALUE RECEIVED, the undersigned **E\*TRADE BANK, A VIRGINIA CORPORATION** (herein "Assignor"), does hereby grant, assign, transfer, and convey unto **GULF HARBOUR INVESTMENTS CORPORATION** (herein "Assignee"), whose address is **111 NORTH ORANGE AVENUE, SUITE 800, ORLANDO, FL 32801**, all of its right, title, and interest in that certain Mortgage dated **March 2, 2005**, made and executed by **JAMES B. JOHNSON JR AND YEN M. JOHNSON, HUSBAND AND WIFE**, to and in favor of **AMSOUTH BANK**, in the amount of **\$40,000.00**, recorded on **03/23/2005** as Instrument No. **2005349304** in Book/Volume: **5599**, Page: **903** of the Official Records of **ESCAMBIA** County, Florida, and upon property with the address of **201 MCKINLEY DR, PENSACOLA, FL 32505** and the legal description attached hereto as Exhibit A.

Dated: 12-31-2018

**E\*TRADE BANK, A VIRGINIA CORPORATION**  
By Specialized Loan Servicing LLC, as Attorney in Fact

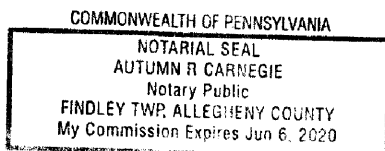
  
\_\_\_\_\_  
**SCOTT SLAGLE**  
ASSISTANT VICE PRESIDENT

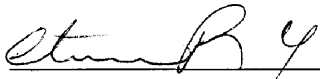
COMMONWEALTH of PENNSYLVANIA )  
 )  
COUNTY of ALLEGHENY )

On this, the 31 day of Dec, 2018, before me a notary public, the undersigned officer, personally appeared **SCOTT SLAGLE, ASSISTANT VICE PRESIDENT**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the foregoing instrument, and acknowledged that s/he executed the same in his/her authorized capacity for the entity on behalf of which s/he acted and for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

{Insert Notary Seal}



  
\_\_\_\_\_  
Printed Name: **Autumn R Carnegie**  
Notary Public  
My Commission Expires: **06/06/2020**

**BK: 8024 PG: 1085 Last Page**

**EXHIBIT A - LEGAL DESCRIPTION**

201 MCKINLEY DR

ALL THAT CERTAIN LAND IN ESCAMBIA COUNTY, FLORIDA TO-WIT:

LOT(S) 1, BLOCK 7 OF MAYFAIR, AS RECORDED IN PLAT BOOK 1, PAGE 41 ET  
SEQ., OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

PARCEL ID: 15-2S-30-1000-001-008

Recorded in Public Records 05/12/2011 at 02:48 PM OR Book 6720 Page 98,  
Instrument #2011031514, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$10.00

**DEPARTMENT OF JUSTICE****NOTICE OF LIEN FOR FINE AND/OR RESTITUTION  
IMPOSED PURSUANT TO THE ANTI-TERRORISM  
AND EFFECTIVE DEATH PENALTY ACT OF 1996**

**UNITED STATES ATTORNEY'S OFFICE FOR THE  
NORTHERN DISTRICT OF FLORIDA**

**CDCS NUMBER:** 2009A31916

**NOTICE** is hereby given of a lien against the property of the defendant named below. Pursuant to Title 18, United States Code, § 3613(c), a fine or an order of restitution imposed pursuant to the provisions of Subchapter C of Chapter 227 is a lien in favor of the United States upon all property belonging to the person fined or ordered to pay restitution. Pursuant to § 3613(d), a notice of lien shall be considered a notice of lien for taxes for the purposes of any State or local law providing for the filing of a tax lien. The lien arises at the time of the entry of judgment and continues until the liability is satisfied, remitted, or set aside, or until it becomes unenforceable pursuant to § 3613(b).

**NAME OF DEFENDANT:** JAMES JOHNSON  
**RESIDENCE:** Pensacola, FL 32505

**COURT IMPOSING JUDGMENT:** United States District Court for the Northern District of Florida

**AMOUNT OF FINE/RESTITUTION:** \$400.00 SMA, Restitution \$20,445.31

**COURT NUMBER:** 3:08cr102

**DATE OF JUDGMENT:** March 17, 2010

**RATE OF INTEREST:** 0 %

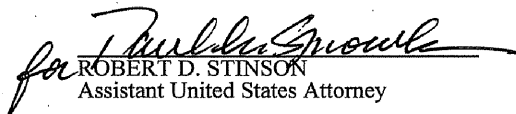
If payment becomes past due, possible penalties totaling up to 25% of the principal amount past due may arise. 18 U.S.C. § 3612(g).

**IMPORTANT RELEASE INFORMATION:** With respect to the lien listed above, this notice shall operate as a certificate of release pursuant to Title 18, United States Code, Section 3613(b), by operation of law.

**PLACE OF FILING:** Escambia County Clerk of Court  
P. O. Box 333  
Pensacola, FL 32591

**RETURN ADDRESS:** Financial Litigation Unit  
U.S. Attorney Office  
111 N. Adams Street, 4th Floor  
Tallahassee, FL 32301

This notice was signed at Tallahassee, Florida on this 11th day of May, 2011.

  
ROBERT D. STINSON  
Assistant United States Attorney

Recorded in Public Records 02/05/2008 at 08:37 AM OR Book 6283 Page 471,  
Instrument #2008008987, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$10.00



STATE OF FLORIDA  
DEPARTMENT OF REVENUE  
WARRANT

DR-78  
R. 06/00

**\$ 10.00 DUE**

JAMES B. JOHNSON  
7422 SAINT JAMES PL  
PENSACOLA FL 32506-5542

Warrant Number : 1000000071513  
Contract Object : 13740231  
Re: Warrant issued under Chapter  
212, Florida Statutes

THE STATE OF FLORIDA  
TO ALL AND SINGULAR, THE CLERKS OF THE CIRCUIT COURTS AND  
ALL AND SINGULAR, THE SHERIFFS OF THE STATE OF FLORIDA  
WARRANT FOR COLLECTION OF DELINQUENT SALES AND USE TAX.

The taxpayer named above in the County of Escambia, is indebted to the Florida Department of  
Revenue, State of Florida, in the following amounts:

Tax	\$10,000.00
Penalty	\$750.00
Interest	\$485.52
Total	\$11,235.52
Filing fee	\$20.00
Grand total	\$11,255.52

For returns due on or before December 31, 1999, interest is due at the rate of 12% per annum. For  
returns due on or after January 1, 2000, a floating rate of interest applies in accordance with Section  
213.235, Florida Statutes.

WITNESS my hand and official seal in this City of Pensacola, Escambia County, Florida, this 31st day  
of January, 2008.



Jim Zingale, Executive Director  
Department of Revenue  
State of Florida

This instrument prepared by:

Authorized Agent

PLEASE BILL TO:  
PENSACOLA SERVICE CENTER  
3670 N L ST STE C  
PENSACOLA FL 32505-5254  
850-595-5170

Recorded in Public Records 7/15/2022 11:39 AM OR Book 8823 Page 590,  
Instrument #2022072422, Pam Childers Clerk of the Circuit Court Escambia  
County, FL

6/9/22, 1:11 PM

Landmark Web Official Records Search

Recorded in Public Records 01/27/2005 at 09:06 AM, OR Book 5565 Page 381,  
Instrument #2005327441, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL

CERTIFIED TO BE A TRUE COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT & COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA

BY: *[Signature]*  
DATE: *1-15-05*

D.C. IN THE CIRCUIT COURT IN AND  
FOR ESCAMBIA COUNTY, FLORIDA

*[Signature]*  
ERNIE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL

2005 JAN 21 P 3 07

CIRCUIT CRIMINAL DIVISION  
FILED & RECORDED

STATE OF FLORIDA,

vs.

CASE NO.: 2003 CF 004991 B  
DIVISION: D

DEFENDANT: JAMES JOHNSON  
DATE OF BIRTH: 10/27/1974

### FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES

On DECEMBER 21, 2004, an order assessing fines, costs, and additional charges  
was entered against Defendant requiring payment of certain sums for fines, costs, and additional  
charges.

Defendant having failed to make full payment,

IT IS ADJUDGED that the Escambia County Clerk of Court, 190 Governmental  
Center, Pensacola, Florida 32502 recover from Defendant those remaining unpaid fines, costs  
and additional charges in the sum of \$ 390.00, the amount of which shall bear interest at the rate  
prescribed by law (7%) until satisfied.

It is further ORDERED AND ADJUDGED that a lien is hereby created against all  
of the property, both real and personal, of the defendant.

FOR WHICH LET EXECUTION ISSUE.

DONE AND ORDERED in open court/chambers in Pensacola, Escambia County,  
Florida, this 10<sup>th</sup> day of January, 2005

*[Signature]*  
CIRCUIT JUDGE

*1-24-05*  
cc: ASSISTANT STATE ATTORNEY  
cc: KEITH L BELL

Recorded in Public Records 12/09/2011 at 04:05 PM OR Book 6795 Page 1523,  
Instrument #2011087673, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL

IN THE COUNTY COURT IN AND  
FOR ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA

VS

CASE NO: 2011 CO 027018 A

DIVISION: III

DATE OF BIRTH: 11/12/1955

SOCIAL SECURITY NBR: [REDACTED]

DEFENDANT: JAMES JOHNSON  
536 SELINA ST A  
PENSACOLA FL 32503

FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES

On November 30, 2011, an order assessing fines, costs, and additional charges was entered against Defendant requiring payment of certain sums for fines, costs, and additional charges.

Defendant having failed to make full payment,

**IT IS ADJUDGED** that the Escambia County Clerk of Court, 190 Governmental Center, Pensacola, Florida 32502 recover from Defendant those remaining unpaid fines, costs and additional charges in the sum of \$273.00, which includes outstanding public defender fees/liens the amounts of which shall bear interest at the rate prescribed by law (4.75%) until satisfied.

It is further **ORDERED AND ADJUDGED** that a lien is hereby created against all of the property, both real and personal, of the defendant.

**FOR WHICH LET EXECUTION ISSUE.**

**DONE AND ORDERED** in open court/chambers in Pensacola, Escambia County, Florida, this 7 day of Dec. 2011.

  
COUNTY JUDGE

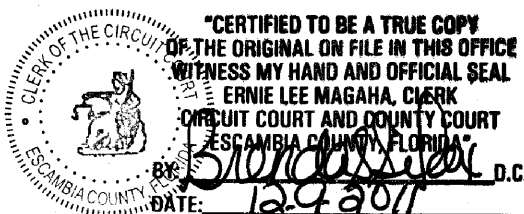
Copy to: DEFENDANT

Case: 2011 CO 027018 A



00094051476

Dkt: CERTLIEN Pg#:



ERNEE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL  
2011 DEC -8 P 2:47  
COUNTY CRIMINAL DIVISION  
FILED & RECORDED

MMFNLCHRGs (11/2011)

Recorded in Public Records 12/04/2013 at 02:11 PM OR Book 7109 Page 882,  
Instrument #2013092060, Pam Childers Clerk of the Circuit Court Escambia  
County, FL

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA

VS

CASE NO: 2013 CO 007082 A

JAMES JOHNSON  
536 SELINA ST A  
PENSACOLA, FL 32503

DIVISION: I  
DATE OF BIRTH: 11/12/1955  
SOCIAL SECURITY NBR: [REDACTED]

FINAL JUDGMENT FOR FINES, COSTS, AND ADDITIONAL CHARGES

On **NOVEMBER 22, 2013**, an order assessing fines, costs, and additional charges was entered against the Defendant, **JAMES JOHNSON** requiring payment of certain sums for fines, costs, and additional charges. Defendant having failed to make full payment,

**IT IS ADJUDGED** that the Escambia County Clerk of the Circuit Court, **190 W GOVERNMENT ST, PENSACOLA, FLORIDA 32502** recover from Defendant those remaining unpaid fines, costs and additional charges in the sum of **\$373.00**, the amounts of which shall bear interest at the rate prescribed by law **4.75%** until satisfied.

It is further **ORDERED AND ADJUDGED** that a lien is hereby created against all of the property, both real and personal, of the defendant.

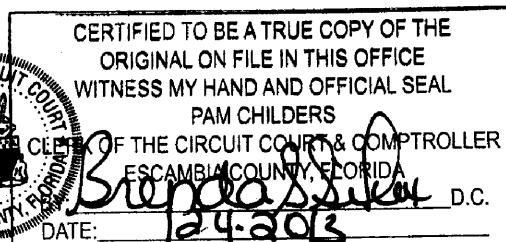
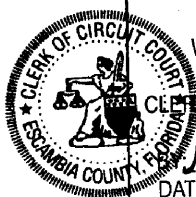
**FOR WHICH LET EXECUTION ISSUE.**

**DONE AND ORDERED** in open court/chambers in Pensacola, Escambia County, Florida, this

26<sup>th</sup> day of November 2013.

  
COUNTY JUDGE

Copy to: DEFENDANT



PAM CHILDERS  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL  
2013 NOV 27 A 10:15  
COUNTY CRIMINAL DIVISION  
FILED & RECORDED

(CFCITMMFNLCHRG #24984)



Recorded in Public Records 09/17/2008 at 08:45 AM OR Book 6376 Page 1960,  
Instrument #2008070201, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL

**IN THE COUNTY COURT IN AND  
FOR ESCAMBIA COUNTY, FLORIDA**

ERNIE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL

2008 SEP 11 A 10:07

COUNTY CIVIL DIVISION  
FILED & RECORDED

SHIP N SHAPE INC  
38 S BLUE ANGEL PKWY  
PENSACOLA FL 32506

**Plaintiff,**  
**VS.**

JAMES B JOHNSON  
7422 ST JAMES PL  
PENSACOLA FL 32506

**Defendant.**

**Case No. 2008 SC 004773**  
**Division: V**  
**FINAL JUDGMENT AGAINST**  
**JAMES B JOHNSON**

\*\*\*\*\*

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

**ORDERED AND ADJUDGED** that the Plaintiff shall recover from the Defendant the sum of  
\$3371.23, plus \$333.00 costs for a total of **\$3704.23** that shall bear interest at the rate of **11% per**  
**annum**, for which let execution issue.

**DONE AND ORDERED** in Chambers at Pensacola, Escambia County, Florida this  
10 day of September, 2008.

County Judge

Copies to:

SHIP N SHAPE INC

JAMES B JOHNSON

Case: 2008 SC 004773

00020160131

Dkt: CC1036 Pg#:

Recorded in Public Records 06/18/2007 at 02:29 PM OR Book 6165 Page 694,  
Instrument #2007057880, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$10.00

**IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA**

Monsanto Employees Credit Union  
220 East Nine Mile Rd.  
Pensacola, FL 32534

ERD AUG 25 1997  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA  
INSTRUMENT 97-411673

**Plaintiff(s),**

**FINAL JUDGMENT AGAINST**

**VS.**

**JIMMY JOHNSON & DANIELLE JOHNSON**

Jimmy Johnson & Danielle Johnson  
SS# [REDACTED] SS# [REDACTED]  
23100 County Rd. 38  
Summerdale, AL 36580

Case No. 97-977-SP-11

OR BK 4163 PG 1836  
Escambia County, Florida  
INSTRUMENT 97-411673

**Defendant(s).**

\*\*\*\*\*

This cause having come before the Court upon default in a mediated/stipulated agreement, and the Court being fully advised in the premises, it is, therefore;

RED Aug 25, 1997 09:12 am  
Escambia County, Florida

**ORDERED AND ADJUDGED** that the Plaintiff(s) shall recover from the Defendant(s) the sum of \$514.86 (includes principal & costs), that shall bear interest at the rate of 10 % per annum for this calendar year and at the rate each year thereafter established by law, all for which let execution issue.

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 97-411673

**DONE AND ORDERED** in Chambers at Pensacola, Escambia County, Florida, this 15<sup>th</sup> day of August, 1997.

*[Signature]*  
COUNTY JUDGE

**Copies to:**

Plaintiff

Defendant



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

BY *[Signature]* DC  
DATE 8/13/2007

Recorded in Public Records 12/27/2018 3:36 PM OR Book 8022 Page 1020,  
Instrument #2018104564, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$10.00

Recorded in Public Records 10/25/2012 at 11:47 AM OR Book 6925 Page 1639,  
Instrument #2012081827, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL

ERNIE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL

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

CIRCUIT CIVIL DIVISION  
FILED & RECORDED

CHASE BANK USA, N.A.,

Plaintiff,

vs.

JIMMIE JOHNSON,

Defendant(s).

Case No. 2007-CA-000678

### FINAL JUDGMENT

This cause having come before the Court on the Plaintiff's Motion for Final Judgment by Default, and the court having reviewed the Motion and being advised in the premises, it is  
  
ORDERED and ADJUDGED that Plaintiff, CHASE BANK USA, N.A., recover from Defendant(s), Jimmie Johnson, the sum of \$18,032.39 on principal, plus prejudgment interest of \$353.24 and costs of \$275.00, making a total judgment award of \$18,660.63 that shall bear interest at the rate of 11% per year, for all of which let execution issue.

ORDERED and ADJUDGED in Escambia County, Florida, on June 7  
2007.

*Pam Childers*  
JUDGE

CERTIFIED TO BE A TRUE COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT & COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA  
BY *[Signature]*  
DATE: 6/22/07

Conformed copies to:

- ✓ JPMorganChase-Legal Department, 1191 East Newport Center Drive, Suite 101, Deerfield Beach, FL 33442
- ✓ Jimmie Johnson, 4930 Catalina Cir, Pensacola, FL 32506-5343
- Plaintiff's Address: 200 White Clay Center Drive Newark, DE 19711

*06/07/07*

Case: 2007 CA 000678

00098662919

Dkt: CA1036 Pg#: 1

12

Recorded in Public Records 02/25/2010 at 01:29 PM OR Book 6563 Page 954,  
Instrument #2010012100, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$18.50


Prepared by and Return to:  
Steven R. Braten, Esq.  
Shafritz and Braten, P. A.  
25 Seabreeze Ave. Suite 400  
Delray Beach, FL 33483

### ASSIGNMENT OF JUDGMENTS

KNOW ALL MEN BY THESE PRESENTS, that **DebtOne, LLC**, the Assignor, for good and valuable consideration to it paid, the receipt whereof is hereby acknowledged, on January 21, 2010 did hereby assign, transfer and convey unto **Dove Investment Corp.** those certain Final Judgments listed on Schedule A attached hereto, and hereby does assign, transfer and set over unto **Dove Investment Corp.**, the Assignee, its executors, administrators, and its assigns these Final Judgments and all right, title and interest in said Final Judgments and on any proceedings to be had thereupon, along with all right to appoint its own counsel to perform all duties necessary to recover or discharge said Final Judgments; and the Clerk of the Court of **Escambia County, Florida**, is hereby requested and authorized to record this instrument.

IN WITNESS WHEREOF, DebtOne, LLC has hereunto set its hand and seal this 3 day of February, 2010.

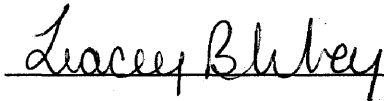
**DebtOne, LLC**

By:   
Name: R. Michael Blacklock  
Title: Legal Administrator

### ACKNOWLEDGEMENT

STATE OF FLORIDA           )  
  ) SS.:  
COUNTY OF PALM BEACH    )

On the 3 day of February, in the year 2010, before me appeared R. Michael Blacklock, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribe to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

 \_\_\_\_\_, Notary Public



BK: 6563 PG: 955 Last Page

Last Name	First Name	Judgment Date	Case No.	County
BELLAMY	JASON	6/11/2008	2007-CC-2507	ESCAMBIA
BLACKMAN	DAVID	2/3/2009	08-SC-005083 V	ESCAMBIA
BURKS	JOHN S	11/6/2007	2007-CA-001836	ESCAMBIA
BURPEE	HELEN H	12/18/2006	2006-CC-5035	ESCAMBIA
BURPEE	HELEN H	2/28/2008	2006-CC-1344	ESCAMBIA
CLARK	BETTY J	2/27/2009	08-CA-3278 J	ESCAMBIA
COLLINS	HEATHER A	11/18/2008	2007 CC 5666	ESCAMBIA
COOK	KANDICE	2/3/2009	08-SC-007115 (V)	ESCAMBIA
DIAMOND	TIMOTHY E	6/9/2008	2008-CA-643	ESCAMBIA
DIAMOND	WENDY L	6/17/2008	2008-CC-2643 (V)	ESCAMBIA
HOLMES	SHANNON L	1/5/2009	08-SC-006370 V	ESCAMBIA
HORNE	BRIAN A	10/1/2008	08-SC-004489 V	ESCAMBIA
HUNTER	SCOTT	4/4/2008	2007 CC 8260	ESCAMBIA
JACKSON	HERMAN	6/30/2008	2005-CC-1635	ESCAMBIA
JENNINGS	JAMES E	6/17/2008	2008-CC-2645	ESCAMBIA
JOHNSON	JIMMIE	6/7/2007	2007-CA-000678	ESCAMBIA
JONES	RILEY	11/18/2008	2007 CC 3080	ESCAMBIA
LACHNEY	AMANDA	7/9/2007	07-CA-769	ESCAMBIA
LANCTOT	JEFFRY	7/14/2008	2008-CA-001165	ESCAMBIA
MCGUFFIN	CYNTHIA R	10/1/2008	2008-CC-4012	ESCAMBIA
MCKENZIE	R L	4/28/2008	2008 CC 316	ESCAMBIA
MCKERNAN	BRYAN D	9/23/2008	2008-CC-4707	ESCAMBIA
OLFORD	NORMAN D	5/2/2008	2007 CC 2794	ESCAMBIA
PITTS	JANET H	1/11/2008	2007-CA-002182	ESCAMBIA
POPE	BILLY L	7/30/2007	2007-CC-000508	ESCAMBIA
RAMOS	JOSE G	10/6/2008	08-CC-5006 (V)	ESCAMBIA
RAWSON	PAULA E	11/18/2008	2007 CC 004902	ESCAMBIA
SCOTT	AARON W	11/19/2007	2007 CC 5665	ESCAMBIA
THOMPSON	BEVERLY	2/13/2009	08-SC-006595 V	ESCAMBIA
TRAJANO	ELMER S	7/30/2007	2007 SC 002296	ESCAMBIA
WALKER	JASON W	2/12/2009	2008 SC 006999	ESCAMBIA
WHITE	JEFFREY L	4/25/2007	2007-SC-000977	ESCAMBIA
WILLIAMS	BLENDA E	1/28/2008	2007 CA 2184	ESCAMBIA

**Exhibit A**



Recorded in Public Records 12/27/2018 3:36 PM OR Book 8022 Page 1021,  
Instrument #2018104565, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$10.00

IN THE CIRCUIT COURT IN AND FOR  
ESCAMBIA COUNTY, FLORIDA

CIVIL ACTION

CASE NO.: 2007-CA-000678

CHASE BANK U.S.A. N.A.

Plaintiff(s),

vs.

JIMMIE JOHNSON

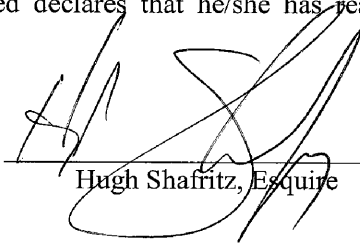
Defendant(s).

AFFIDAVIT OF CREDITORS ADDRESS

The undersigned affiant says that he makes this affidavit based on personal knowledge and that he is the attorney for the Judgment Assignee, Dove Investment Corp., the holder of the judgment in the above-styled cause, which was entered on June 7, 2007. The current address of the Judgment Assignee, Dove Investment Corp., is 601 North Congress Avenue Suite 424 Delray Beach FL 33445. Judgment Assignee hereby records this Affidavit in accordance with Section 55.10(2), Florida Statutes.

Under penalties of perjury, the undersigned declares that he/she has read the foregoing affidavit and the facts stated in it are true.

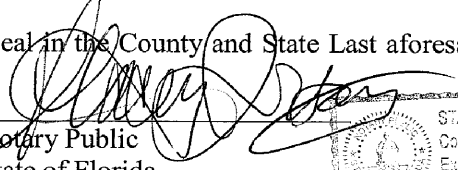
**FURTHER AFFIANT SAYETH NOT.**

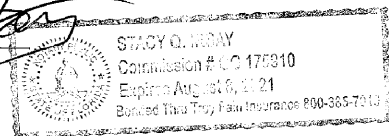
  
\_\_\_\_\_  
Hugh Shafritz, Esquire

STATE OF FLORIDA  
COUNTY PALM BEACH

Sworn to and subscribed before me on December 5th, 2018, by Hugh Shafritz, Esquire, attorney for the Plaintiff, who is personally known to me and who did take an oath.

Witness my hand and official seal in the County and State Last aforesaid on this date.

  
\_\_\_\_\_  
Notary Public  
State of Florida  
My Commission Expires:



Prepared by Counsel:  
Shafritz and Associates, P.A., 601 North Congress Avenue, Suite 424, Delray Beach, FL 33445  
(561) 278-7828

100281141\_REC

Recorded in Public Records 2/11/2022 9:43 AM OR Book 8721 Page 529,  
Instrument #2022014835, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$10.00



Florida Department of Revenue  
WARRANT

JIMMIE JOHNSON  
4138 N DAVIS HWY  
PENSACOLA, FL 32503-2750

Tax : Sales and Use Tax  
Business Partner # : 3066282  
Contract Object # : 00017405467  
FEIN : XXXXXXXXXX  
Warrant # : 1000000915996

Re: Warrant issued under Chapter

212, Florida Statutes

THE STATE OF FLORIDA  
TO ALL AND SINGULAR, THE CLERKS OF THE CIRCUIT COURTS AND  
ALL AND SINGULAR, THE SHERIFFS OF THE STATE OF FLORIDA

WARRANT FOR COLLECTION OF DELINQUENT Sales and Use Tax TAX(ES).

The taxpayer named above in the County of Escambia, is  
indebted to the Department of Revenue, State of Florida, in the following amounts:

TAX	\$	756.22
PENALTY	\$	131.77
INTEREST	\$	21.49
TOTAL	\$	909.48
FEE(S)	\$	20.00
GRAND TOTAL	\$	929.48

For returns due on or before December 31, 1999, interest is due at the rate of 12% per annum. For returns due on or after January 1, 2000, a floating rate of interest applies in accordance with section 213.235, Florida Statutes.

WITNESS my hand and official seal in this City of Pensacola,  
Escambia County, Florida, this 9th day of February, 2022.



Jim Zingale, Executive Director  
Department of Revenue, State of Florida

This instrument prepared by:

Authorized Agent

Please bill to:

State of Florida, Department of Revenue  
PENSACOLA SERVICE CENTER  
2205 LA VISTA AVE STE B  
Pensacola, FL 32504-8210

DR-78  
R. 04/18



Recorded in Public Records 2/11/2022 9:45 AM OR Book 8721 Page 532,  
Instrument #2022014838, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$10.00



Florida Department of Revenue  
WARRANT

JIMMIE JOHNSON  
4930 CATALINA CIR  
PENSACOLA, FL 32506-5343

Tax : Sales and Use Tax  
Business Partner # : 3066282  
Contract Object # :  
FEIN : XXXXXXXXXX  
Warrant # : 1000000915997

Re: Warrant issued under Chapter

212, Florida Statutes

THE STATE OF FLORIDA  
TO ALL AND SINGULAR, THE CLERKS OF THE CIRCUIT COURTS AND  
ALL AND SINGULAR, THE SHERIFFS OF THE STATE OF FLORIDA

WARRANT FOR COLLECTION OF DELINQUENT Sales and Use Tax TAX(ES).

The taxpayer named above in the County of Escambia, is  
indebted to the Department of Revenue, State of Florida, in the following amounts:

TAX	\$	5944.37
PENALTY	\$	1864.34
INTEREST	\$	953.78
TOTAL	\$	8762.49
FEE(S)	\$	20.00
GRAND TOTAL	\$	8782.49

For returns due on or before December 31, 1999, interest is due at the rate of 12% per annum. For returns due on or after January 1, 2000, a floating rate of interest applies in accordance with section 213.235, Florida Statutes.

WITNESS my hand and official seal in this City of Pensacola,  
Escambia County, Florida, this 9th day of February, 2022.



Jim Zingale, Executive Director  
Department of Revenue, State of Florida

This instrument prepared by:

Authorized Agent

Please bill to:

State of Florida, Department of Revenue  
PENSACOLA SERVICE CENTER  
2205 LA VISTA AVE STE B  
Pensacola, FL 32504-8210

DR-78  
R. 04/18