



# 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

1025-68

## Part 1: Tax Deed Application Information

Applicant Name Applicant Address	KEYS FUNDING LLC - 6023 PO BOX 71540 PHILADELPHIA, PA 19176-1540	Application date	Apr 21, 2025
Property description	KELLY MIRANDA 1/3 INT KELLY SKYLER NICOLE 1/3 INT 7594 FALCON PLACE NE BREMERTON, WA 98311 1013 KEARNY DR 05-5301-000 LT 15 BLK 20 2ND ADDN TO MAYFAIR PB 4 P 53 OR 8284 P 1864	Certificate #	2023 / 2379
		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)
# 2023/2379	06/01/2023	1,494.97	74.75	1,569.72
→Part 2: Total*				1,569.72

## 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)
# /					
Part 3: Total*					0.00

## 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)	1,569.72
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	1,940.45
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)	3,885.17

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: 2500240

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

KEYS FUNDING LLC - 6023  
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
05-5301-000	2023/2379	06-01-2023	LT 15 BLK 20 2ND ADDN TO MAYFAIR PB 4 P 53 OR 8284 P 1864

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 - 6023  
PO BOX 71540  
PHILADELPHIA, PA 19176-1540

04-21-2025  
Application Date

\_\_\_\_\_  
Applicant's signature



# Gary "Bubba" Peters

## Escambia County Property Appraiser

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


◀ Nav. Mode ☒ Account ☐ Parcel ID ▶

[Printer Friendly Version](#)

General Information							Assessments				
Parcel ID:	152S301000015021						Year	Land	Imprv	Total	Cap Val
Account:	055301000						2024	\$20,000	\$113,523	\$133,523	\$133,523
Owners:	KELLY MIRANDA 1/3 INT KELLY SKYLER NICOLE 1/3 INT KELLY DALTON DEWAINE 1/3 INT						2023	\$20,000	\$107,462	\$127,462	\$88,761
Mail:	7594 FALCON PLACE NE BREMERTON, WA 98311						2022	\$8,000	\$90,163	\$98,163	\$80,692
Situs:	1013 KEARNY DR 32505						Disclaimer				
Use Code:	SINGLE FAMILY RESID 🔑						Tax Estimator				
Taxing Authority:	COUNTY MSTU						Change of Address				
Tax Inquiry:	<a href="#">Open Tax Inquiry Window</a>						File for Exemption(s) Online				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector							Report Storm Damage				
Sales Data Type List: 🔑							2024 Certified Roll Exemptions				
Sale Date	Book	Page	Value	Type	Multi	Parcel Records	None				
02/09/2023	8931	635	\$100	CJ	N	📄					
04/02/2020	8284	1864	\$100	QC	N	📄					
08/29/2019	8156	230	\$3,600	WD	N	📄	Legal Description				
05/16/2017	7713	1685	\$100	CJ	N	📄	LT 15 BLK 20 2ND ADDN TO MAYFAIR PB 4 P 53 OR 8931 P 635				
05/16/2017	7713	1681	\$100	CJ	N	📄					
05/2006	5914	1176	\$100	WD	N	📄					
08/1979	1364	56	\$31,800	WD	N	📄					
02/1979	1300	258	\$100	WD	N	📄	Extra Features				
01/1973	696	583	\$16,300	WD	N	📄	METAL BUILDING				
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller											
Parcel Information							Launch Interactive Map				

Section  
Map Id:  
15-25-30-1

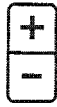
Approx.  
Acreage:  
0.1980

Zoned:   
MDR

Evacuation  
& Flood  
Information  
[Open  
Report](#)



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



75

115

115

75

#### Buildings

Address: 1013 KEARNY DR, Improvement Type: SINGLE FAMILY, Year Built: 1958, Effective Year: 1970, PA Building ID#: 77404

#### Structural Elements

DECOR/MILLWORK-AVERAGE

DWELLING UNITS-1

EXTERIOR WALL-BRICK-COMMON

EXTERIOR WALL-VINYL SIDING

FLOOR COVER-HARDWOOD

FOUNDATION-SLAB ON GRADE

HEAT/AIR-CENTRAL H/AC

INTERIOR WALL-DRYWALL-PLASTER

NO. PLUMBING FIXTURES-6


NO. STORIES-1

ROOF COVER-DIMEN/ARCH SHNG

ROOF FRAMING-HIP

STORY HEIGHT-0

STRUCTURAL FRAME-WOOD FRAME

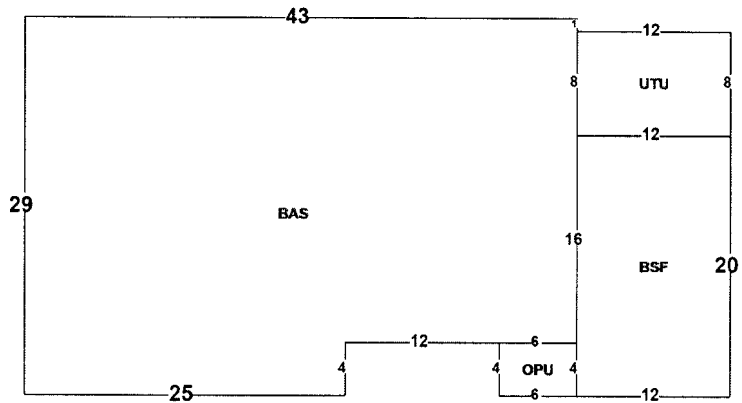
 Areas - 1535 Total SF

BASE AREA - 1175

BASE SEMI FIN - 240

OPEN PORCH UNF - 24

UTILITY UNF - 96



#### Images



8/21/2024 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.

Last Updated: 05/12/2025 (tc.5501)

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **KEYS FUNDING LLC** holder of **Tax Certificate No. 02379**, 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 15 BLK 20 2ND ADDN TO MAYFAIR PB 4 P 53 OR 8284 P 1864**

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

**TAX ACCOUNT NUMBER 055301000 (1025-68)**

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

**MIRANDA KELLY 1/3 INT and SKYLER NICOLE KELLY 1/3 INT and DALTON DEWAINE KELLY  
1/3 INT**

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

Search Property	Property Sheet	Lien Holder's	Redeem_New	Forms	Courtview	Benchmark
Redeemed From Sale						



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

**Tax Deed Sales - Redeemed From Sale**  
Account: 055301000 Certificate Number: 002379 of 2023

Date Of Redemption

Clerk's Check  Clerk's Total \$784.80

Postage  Tax Deed Court Registry \$750.80

Payor Name   
7594 FALCON PLACE NE  
BREMERTON, WA 98311

Notes

**Commit Redemption ☒**

# 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 #: 05-5301-000 CERTIFICATE #: 2023-2379

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 #: **05-5301-000**

1. The Grantee(s) of the last deed(s) of record is/are: **MIRANDA KELLY, SKYLER NICOLE KELLY, AND DALTON DEWAIN KELLY**

**By Virtue of Order Determining Homestead recorded 2/16/2023 in OR 8931/635**

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 Robert Biggerstaff recorded 4/24/2020 – OR 8284/1866**
  - b. **Judgment in favor of Chase Bank USA, N.A. recorded 3/16/2009 – OR 6436/1635**
4. Taxes:

**Taxes for the year(s) NONE are delinquent.**

**Tax Account #: 05-5301-000**

**Assessed Value: \$133,523.00**

**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 #:** 05-5301-000

**CERTIFICATE #:** 2023-2379

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

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

**MIRANDA KELLY**  
**SKYLER NICOLE KELLY**  
**DALTON DEWAINÉ KELLY**  
**7594 FALCON PLACE NE**  
**BREMERTON, WA 98311**

**MIRANDA KELLY**  
**SKYLER NICOLE KELLY**  
**DALTON DEWAINÉ KELLY**  
**1013 KEARNY DR**  
**PENSACOLA, FL 32505**

**SKYLER NICOLE KELLY**  
**2216 TEE VEE RD**  
**ELLOREE, SC 29047**

**DALTON DEWAINÉ KELLY**  
**6130 CHESTNUT RD**  
**MOLINO, FL 32577**

**ROBERT BIGGERSTAFF**  
**210 SE KALASH RD**  
**PENSACOLA, FL 32507**

**CHASE BANK USA NA**  
**200 WHITE CLAY CENTER DR**  
**NEWARK, DE 19711**

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 #:05-5301-000**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**LT 15 BLK 20 2ND ADDN TO MAYFAIR PB 4 P 53 OR 8931 P 635**

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

**TAX ACCOUNT NUMBER 05-5301-000(1025-68)**

Recorded in Public Records 4/24/2020 9:56 AM OR Book 8284 Page 1866,  
Instrument #2020033314, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$35.50 MTG Stamps \$0.35

Prepared by:  
Louis E. Harper III  
Harper Law, P.A.  
25 West Cedar Street, Suite 430  
Pensacola, Florida 32502

No documentary stamp taxes are due.  
Documentary stamp taxes were previously paid on  
loan agreement with Mortgagor and Mortgagee.

**THIS IS A BALLOON MORTGAGE AND UPON MATURITY THE ENTIRE UNPAID PRINCIPAL TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE SHALL BE DUE AND OWING.**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**MORTGAGE**

**THIS MORTGAGE**, dated April 1, 2020 from Deanna Kelly, a single woman, whose address is 1013 Kearny Drive, Pensacola, Florida 32505 (hereinafter called "MORTGAGOR"), (but which term shall include the plural as well as the singular whenever the context so permits or requires) to Robert Biggerstaff, whose address is 210 SE Kalash Road, Pensacola, Florida 32507, his successors and/or assigns (hereinafter called "MORTGAGEE"),

**WITNESSETH:**

Mortgagor, for and in consideration of the principal sum set forth in the promissory note hereafter mentioned, the receipt of which is hereby acknowledged, and other good and valuable considerations, does hereby convey and grant unto Mortgagee, its successors and assigns, a mortgage ("Mortgage") on the following described parcel of real property in Escambia County, Florida, to-wit:

***LOT 15, BLOCK 20, 2<sup>ND</sup> ADDITION TO MAYFAIR SUBDIVISION, BEING A PORTION OF SECTION 15, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 4 AT PAGE 53 OF THE PUBLIC RECORDS OF SAID COUNTY.***

This real property is located at 1013 Kearny Drive, Pensacola, Florida 32505.

and all structures and improvements now or hereafter on said land and all fixtures attached thereto and all rents, issues, proceeds, and property accruing therefrom, and all gas, steam, electric, water and other heating, cooling, cooking, refrigerating, lighting, plumbing, ventilating, irrigating, and power systems, machines, equipment, appliances, fixtures and appurtenances which now or hereafter may pertain to or be used with, in or on said premises, even though they may be detached or detachable. This Mortgage shall also encumber all building materials and equipment of every character and description, all lighting, heating, and plumbing fixtures of every character and description, and all other property and things now owned or hereafter acquired, used, or useful in connection with the construction of the buildings and improvements erected or to be erected on the above-described real estate, wherever the same may be located, whether on or adjacent to said real estate, in storage, or otherwise.

**TO HAVE AND TO HOLD** the same, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining to Mortgagee, the successors and assigns of Mortgagee, in fee simple forever.

**AND** Mortgagor, for Mortgagor and the heirs and legal representatives of Mortgagor, covenants with Mortgagee, and the successors and assigns of Mortgagee, that Mortgagor is indefeasibly seized of said property in fee simple; that Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that

BK: 8284 PG: 1867

it shall be lawful for Mortgagee, its successors and assigns, at all times peaceably and quietly to enter upon, hold, occupy, and enjoy said property and every part thereof; and the said property and every part thereof is free from all encumbrances of every kind and character except as is heretofore or hereafter indicated; and that the Mortgagor will make such further assurances to perfect the fee simple title to said land in Mortgagee, the successors and assigns of Mortgagee, as may reasonably be required; and that Mortgagor does hereby warrant title to said property and every part thereof, and will defend the same against the lawful claims of all persons whomsoever.

This conveyance is intended to be and is a mortgage to secure the payment of the following:

(a) That certain promissory note from Mortgagor to Mortgagee of even date herewith in the principal amount of SIX THOUSAND SEVEN HUNDRED FIFTEEN AND 00/100 DOLLARS (\$6,715) ("Note") payable at the terms specified in said promissory note. This Mortgage also secures all renewals, extensions, modifications and consolidations of said Note.

**AND MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:**

1. To pay the principal and interest, and other sums of money payable by virtue of the note and all other indebtedness described in this Mortgage promptly on the days that the same respectively become due.

2. To keep perfect and unimpaired the security hereby given and to permit, commit or suffer no waste, impairment or deterioration of the said property or any part thereof.

3. To pay all taxes, assessments, levies, obligations and encumbrances of every nature now on said property or that hereafter may be levied, assessed or imposed thereon when due and payable according to law and before they become delinquent; and if the same not be promptly paid, Mortgagee may, at any time either before or after delinquency, pay the same without waiving or affecting its right to foreclose this mortgage or any other right hereunder and all sums so paid shall become a part of the indebtedness secured hereby.

4. To keep the improvements now or hereafter on the mortgaged property insured against loss by fire, windstorm and other hazards, casualties and contingencies in such amounts and for such periods as may be required by Mortgagee (in an amount equal to the principal amount of the Note) and to pay promptly when due all premiums for such insurance and if such premiums not be promptly paid, Mortgagee may, at any time either before or after delinquency, pay the same without waiving or affecting its right to foreclose this Mortgage or any other right hereunder. The amounts of insurance required by Mortgagee shall be the maximum amounts for which said insurance may be written and the Mortgagor shall maintain such additional insurance as may be necessary to meet and fully comply with all co-insurance requirements contained in any of said policies to the end that Mortgagee shall not be a co-insurer thereunder. All insurance shall be carried in a company or companies approved by Mortgagee and all policies and renewals thereof shall be delivered to and held by Mortgagee. Each policy of insurance shall have attached to it a loss payable clause in favor of and in form acceptable to Mortgagee. In event any sum of money becomes payable under any such policy, Mortgagee shall have the option to receive and apply the same on account of the indebtedness secured hereby or to permit the Mortgagor to receive and use it or any part thereof, without thereby waiving or impairing any right, lien, or equity under or by virtue of the Mortgage. Mortgagee is empowered to adjust, compromise, submit to arbitration and appraisal and to collect and apply to the indebtedness secured hereby any claim for loss arising under any such insurance policy and to that end it is irrevocably appointed attorney-in-fact of Mortgagor to do all acts and execute all instruments necessary or appropriate for such purpose.

5. The Mortgagee shall have the right from time to time to expend such sums as it shall deem necessary to keep the improvements on said mortgaged property in good condition and repair, and all sums so expended shall be added to and become a part of the principal indebtedness secured by this Mortgage.

6. In the event a suit shall be instituted to foreclose this Mortgage, Mortgagee, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof

BK: 8284 PG: 1868

for the appointment of a receiver for the mortgaged property and of all rent, income, profits, issues and revenues thereof, from whatsoever source derived. It is hereby expressly covenanted and agreed that the court shall forthwith appoint a receiver of said mortgaged property and of such rents, income, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to Mortgagee, its successors or assigns, without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of the Mortgagor, his legal representatives or assigns, and that such rents, profits, incomes, issues and revenues shall be applied by such receiver to the payment of the mortgage indebtedness, costs and charges according to the order of said court.

7. In the event of any breach of any term or condition of this Mortgage or the Note, or upon any other default on the part of Mortgagor, all sums secured hereby remaining unpaid, with interest thereon, and all other sums of money secured hereby, shall become due and payable forthwith, at the option of Mortgagee, or its assigns, as fully and completely as if all of the said sums and moneys were originally stipulated to be paid on such date. Upon acceleration by Mortgagee, interest shall accrue at the default rate set forth in the Note, except that interest shall never exceed the highest rate allowed by law. Mortgagee, or its assigns, may foreclose this Mortgage, as to the amount so declared due and payable, and the mortgaged premises shall be sold to satisfy and pay the same with costs, attorney's fees, expenses and allowances.

8. This Mortgage shall become due and payable forthwith at the sole option of the Mortgagee if the Mortgagor shall convey away said premises or sell same under contract or if the legal or equitable title to said premises shall become vested in any other person or persons in any manner whatsoever; and it is expressly understood and agreed that in the event the Mortgagee is otherwise agreeable to the non-exercise of its said option, it may, as a condition or inducement to such non-exercise, require changes in the terms of this Mortgage and any note and additional advance agreements the payment of which are secured hereby, to include without limitation, changes in the interest rate, amortization period and amount of monthly principal and interest installments.

9. Mortgagor will not erect or permit to be erected any new building or structure on any of the land hereby mortgaged or add to, or permit to be added to, any of the existing improvements thereon without first having the written consent of Mortgagee; and in the event of any violation of this stipulation all sums evidenced by said note and secured by this Mortgage, or either, shall immediately become due and payable and the mortgage foreclosable therefor, at the option of Mortgagee.

10. If foreclosure proceedings of any prior mortgage, or any second mortgage or any superior or junior lien of any kind upon the said mortgaged property or any part thereof (to include, without limitation, such liens held by Mortgagee) shall be instituted, Mortgagee may, at its option, immediately or thereafter declare this mortgage and all or any part of the indebtedness secured hereby due and payable forthwith, and thereupon may at its option proceed to foreclose this mortgage, all without notice.

11. To pay the costs, charges and expenses, including reasonable attorneys' fees and costs of abstracts of title, incurred or paid at any time by Mortgagee or its assigns in collecting or attempting to collect the indebtedness secured hereby or in foreclosing or attempting to foreclose this Mortgage or in enforcing any of its rights hereunder or incurred or paid by it because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of the instrument or instruments evidencing the indebtedness secured hereby and this Mortgage; and said costs, charges and expenses shall be immediately due and payable and shall be secured by the lien of this Mortgage.

12. The Mortgagor does also hereby assign, transfer, set over and pledge to Mortgagee, its successors and assigns, as further security for the Note, all leases of all or any part of the property hereby mortgaged now made, executed or delivered, whether written or verbal, or to be hereafter made, executed or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal, and all of the rents, issues and profits of the said property and the improvements now or hereafter thereon, which rents, issues and profits may become

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due and payable at any time during the life of this Mortgage when any amount shall be due and unpaid by the Mortgagor hereunder or when the Mortgagor shall otherwise be in default hereunder, whether said rents, issues and profits shall be due from the present or any future tenants or lessees thereof, with full power and authority in Mortgagee or its assigns to collect and receive the same from said tenants or lessees or from any real estate agent or other person collecting the same, and to give proper receipts and acquittances therefor and after paying attorneys' fees and other expenses incurred in collecting the same to apply the net proceeds of such collection upon any and all indebtedness, obligations, undertakings or liabilities of the Mortgagor hereunder.

13. Mortgagor shall permit any person designated by Mortgagee to visit and inspect the premises, all at such reasonable times and intervals as Mortgagee may desire.

14. Mortgagor shall not create any liens or encumbrances on the real property which are junior or inferior in terms of priority, to this Mortgage, unless Mortgagee shall give its consent in writing prior to such act or acts. A breach of this provision on the part of the Mortgagor shall constitute a default under the provisions hereof.

15. Mortgagor represents and agrees that Mortgagor has not caused and will not cause or permit any hazardous material to be brought upon, kept, or used in or about the demised premises by Mortgagor, Mortgagor's agents, employees, contractors, or invitees.

IN WITNESS WHEREOF, the Mortgagor has signed, sealed, and executed this Mortgage on the date first set forth above.

WITNESSES:

MORTGAGOR:

Tiffany Maybin  
 Printed Name: Tiffany Maybin  
Meagan Smith  
 Printed Name: Meagan Smith

Deanna Kelly  
 By: Deanna Kelly  
 Deanna Kelly

State of Florida  
 County of Escambia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 1st day of April, 2020 by Deanna Kelly, who ☐ is personally known or ☒ has produced driver license as identification.

[Seal]



[Signature]  
 Notary Public  
 Print Name: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_

Recorded in Public Records 03/16/2009 at 08:57 AM OR Book 6436 Page 1635,  
Instrument #2009017281, 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  
IN AND FOR ESCAMBIA COUNTY, STATE OF FLORIDA**

COUNTY CIVIL DIVISION  
FILED & RECORDED

CHASE BANK USA, N.A.,

Plaintiff,

vs.

DIANE FILLINGIM,

Defendant(s).

Case No. 2008-CC-7127

**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), Diane Fillingim, the sum of \$6,198.62 on principal, plus prejudgment interest of \$137.22 and costs of \$330.00, making a total judgment award of \$6,665.84 that shall bear interest at the rate of 8% per year, for all of which let execution issue.

ORDERED and ADJUDGED in Escambia County, Florida, on March 9, 2009.

JUDGE

Conformed copies to:

JPMorganChase-Legal Department, 1191 East Newport Center Drive, Suite 101, Deerfield Beach, FL 33442  
Diane Fillingim, 1013 Kearny Dr, Pensacola, FL 32505-4516

Plaintiff's Address: 200 White Clay Center Drive Newark, DE 19711

Case: 2008 CC 007127  
00085616840  
Dkt: CC1033 Pg#: 1