



# 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

1025-80

## Part 1: Tax Deed Application Information

Applicant Name Applicant Address	KEYS FUNDING LLC - 2023 PO BOX 71540 PHILADELPHIA, PA 19176-1540	Application date	Apr 21, 2025
Property description	OLD SOUTH PROPERTY SOLUTIONS LLC 2211 NORTH PACE BLVD PENSACOLA, FL 32505 2211 N PACE BLVD 06-2036-000 N 80 FT OF LTS 5 TO 10 BLK 17 BRITTON PLACE PLAT DB 154 P 521 OR 8711 P 279 LESS PACE BLVD R/W	Certificate #	2023 / 2705
		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)
# 2023/2705	06/01/2023	3,078.83	153.94	3,232.77
→Part 2: Total*				3,232.77

## 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)
# 2024/2847	06/01/2024	3,403.33	6.25	226.18	3,635.76
Part 3: Total*					3,635.76

## 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)	6,868.53
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	3,114.45
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)	10,357.98

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: 2500450

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

KEYS FUNDING LLC - 2023

PO BOX 71540

PHILADELPHIA, PA 19176-1540,

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

Account Number	Certificate No.	Date	Legal Description
06-2036-000	2023/2705	06-01-2023	N 80 FT OF LTS 5 TO 10 BLK 17 BRITTON PLACE PLAT DB 154 P 521 OR 8711 P 279 LESS PACE BLVD RW

I agree to:

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

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

Electronic signature on file

KEYS FUNDING LLC - 2023

PO BOX 71540

PHILADELPHIA, PA 19176-1540

04-21-2025

Application Date

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



# Gary "Bubba" Peters

## Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

[Back](#)

← Nav. Mode ☒ Account ☐ Parcel ID →

[Printer Friendly Version](#)


<b>General Information</b> <b>Parcel ID:</b> 1725301500010017 <b>Account:</b> 062036000 <b>Owners:</b> OLD SOUTH PROPERTY SOLUTIONS LLC <b>Mail:</b> 2211 NORTH PACE BLVD PENSACOLA, FL 32505 <b>Situs:</b> 2211 N PACE BLVD 32505 <b>Use Code:</b> LIGHT MANUFACTURING <b>Taxing Authority:</b> COUNTY MSTU <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a> Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						<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>\$28,800</td> <td>\$181,890</td> <td>\$210,690</td> <td>\$210,690</td> </tr> <tr> <td>2023</td> <td>\$28,800</td> <td>\$180,107</td> <td>\$208,907</td> <td>\$208,907</td> </tr> <tr> <td>2022</td> <td>\$28,800</td> <td>\$157,472</td> <td>\$186,272</td> <td>\$183,785</td> </tr> </tbody> </table> <a href="#">Disclaimer</a> <a href="#">Tax Estimator</a> <a href="#">Change of Address</a> <a href="#">Report Storm Damage</a> <a href="#">Enter Income &amp; Expense Survey</a> <a href="#">Download Income &amp; Expense Survey</a>					Year	Land	Imprv	Total	Cap Val	2024	\$28,800	\$181,890	\$210,690	\$210,690	2023	\$28,800	\$180,107	\$208,907	\$208,907	2022	\$28,800	\$157,472	\$186,272	\$183,785																						
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Sale Date	Book	Page	Value	Type	Multi Parcel	Records																																														
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02/1990	2819	513	\$63,000	WD	Y																																															
<b>Parcel Information</b>						<a href="#">Launch Interactive Map</a>																																														

Section  
Map Id:  
17-25-30-2



160

Approx.  
Acreage:  
0.3045

Zoned:   
HC/LI

Evacuation  
& Flood  
Information  
[Open](#)  
[Report](#)

80



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

#### Buildings

Address: 2211 N PACE BLVD, Improvement Type: WAREHOUSE, Year Built: 1959, Effective Year: 1975, PA Building ID#: 79511

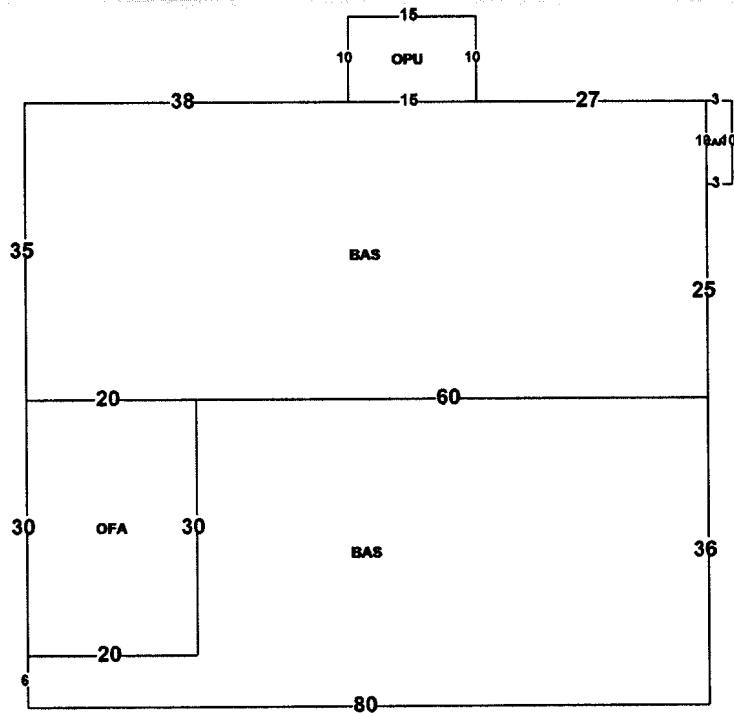
#### Structural Elements

DECOR/MILLWORK-AVERAGE  
DWELLING UNITS-0  
EXTERIOR WALL-BRICK-BLK.BKUP.  
EXTERIOR WALL-CONCRETE BLOCK  
FLOOR COVER-CONCRETE-FINISH  
FOUNDATION-SLAB ON GRADE  
HEAT/AIR-CENTRAL H/AC  
INTERIOR WALL-DRYWALL-PLASTER  
NO. PLUMBING FIXTURES-4  
NO. STORIES-1  
ROOF COVER-BLT UP MTL/GYP  
ROOF FRAMING-CONCRETE  
STORY HEIGHT-13  
STRUCTURAL FRAME-MASONRY PIL/STL

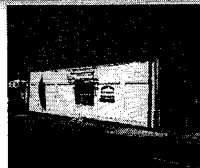


Areas - 5860 Total SF

BASE AREA - 5080  
CANOPY - 30  
OFFICE AVG - 600  
OPEN PORCH UNF - 150



#### Images



8/8/2024 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.9692)

Redeemed From Sale



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

**Tax Deed Sales - Redeemed From Sale**

**Account: 062036000 Certificate Number: 002705 of 2023**

Date Of

Redemption

5/12/2025



Clerk's Check

1

Clerk's Total

\$784.80

Postage

\$0.00

Tax Deed Court Registry \$750.80

Payor Name

OLD SOUTH PROPERTY SOLUTIONS LLC  
2211 N PACE BLVD  
PENSACOLA FL 32505



Notes



**Submit**

**Reset**

**Print Preview**

**Print Receipt**

**Commit Redemption** ☒

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **KEYS FUNDING LLC** holder of **Tax Certificate No. 02705**, 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:

**N 80 FT OF LTS 5 TO 10 BLK 17 BRITTON PLACE PLAT DB 154 P 521 OR 8711 P 279 LESS PACE BLVD R/W**

**SECTION 17, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 062036000 (1025-80)**

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

**OLD SOUTH PROPERTY SOLUTIONS LLC**

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 12th 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

Pam Childers  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY FLORIDA  
INST# 2025034174 5/12/2025 4:10 PM  
OFF REC BK: 9315 PG: 1927 Doc Type: RTD

## RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 9315, Page 1926, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 02705, issued the 1st day of June, A.D., 2023

TAX ACCOUNT NUMBER: 062036000 (1025-80)

DESCRIPTION OF PROPERTY:

N 80 FT OF LTS 5 TO 10 BLK 17 BRITTON PLACE PLAT DB 154 P 521 OR 8711 P 279 LESS PACE  
BLVD R/W

SECTION 17, TOWNSHIP 2 S, RANGE 30 W

NAME IN WHICH ASSESSED: OLD SOUTH PROPERTY SOLUTIONS LLC

Dated this 12th day of May 2025.



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 #: 06-2036-000 CERTIFICATE #: 2023-2705

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 #: **06-2036-000**

1. The Grantee(s) of the last deed(s) of record is/are: **OLD SOUTH PROPERTY SOLUTIONS LLC, A FLORIDA LIMITED COMPANY**

**By Virtue of Warranty Deed recorded 1/31/2022 in OR 8711/279**

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 Cotton Pickin Shirts Plus, Inc. recorded 1/21/2022 – OR 8711/283**

4. Taxes:

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

**Tax Account #: 06-2036-000**

**Assessed Value: \$210,690.00**

**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 #:** 06-2036-000

**CERTIFICATE #:** 2023-2705

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.

**OLD SOUTH PROPERTY SOLUTIONS LLC**  
**2211 NORTH PACE BLVD**  
**PENSACOLA, FL 32505**

**OLD SOUTH PROPERTY SOLUTIONS**  
**1029 FREEBOARD BLVD**  
**PENSACOLA, FL 32507**

**COTTON PICKIN SHIRTS PLUS INC**  
**8735 CRESTBROOK CIR**  
**CHATTANOOGA, TN 37421**

**KERRY ANNE SCHULTZ AS REGISTERED AGENT**  
**OLD SOUTH PROPERTY SOLUTIONS LLC**  
**2777 GULF BREEZE PKWY**  
**GULF BREEZE, FL 32563**

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 #:06-2036-000**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**N 80 FT OF LTS 5 TO 10 BLK 17 BRITTON PLACE PLAT DB 154 P 521 OR 8711 P 279 LESS PACE  
BLVD R/W**

**SECTION 17, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 06-2036-000(1025-80)**

**Recorded in Public Records 1/31/2022 9:21 AM OR Book 8711 Page 279,  
Instrument #2022009275, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$18.50 Deed Stamps \$1,470.00**

Prepared by and return to:

Kerry Anne Schultz  
Schultz Law Group, P.L.L.C.  
2779 Gulf Breeze Parkway  
Gulf Breeze, FL 32563  
850-754-1600  
File Number: 21-01725.RC

[Space Above This Line For Recording Data]

## Warranty Deed

**This Warranty Deed** made this 27th day of January, 2022 between **Cotton Pickin Shirts Plus Inc., a Florida Corporation** whose post office address is **8735 Crestbrook Circle, Chattanooga, TN 37421**, grantor, and **Old South Property Solutions, LLC., a Florida Limited Liability Company** whose post office address is **1029 Freeboard Blvd, Pensacola, FL 32507**, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

**The North 80.00 feet of Lots 5, 6, 7, 8, 9 and 10, Block 17, Britton. Place, as recorded in Deed Book 124 at Page 521, of the public records of the City of Pensacola, Escambia County, Florida, less and except that portion of Lot 10 for Pace Boulevard.**

**Parcel Identification Number: 172S301500010017**

Subject to reservations, restrictions and easements of record which are not hereby reimposed, and any zoning ordinances.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

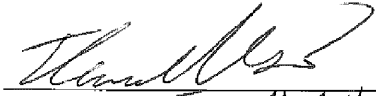
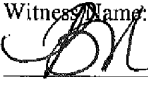
**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2021**.

DoubleTime®

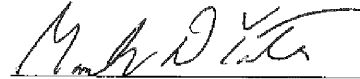
BK: 8711 PG: 280 Last Page

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

  
 Witness Name: Thomas V. McVey III  
  
 Witness Name: Barbara Rigby

Cotton Pickin Shirts Plus, Inc.,  
 a Florida Profit Corporation

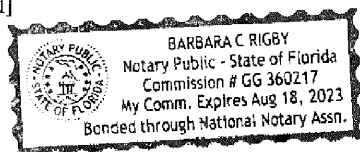
By:   
 Mark D. Yates, President

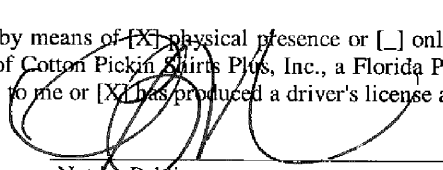
(Corporate Seal)

State of Florida  
 County of Escambia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27th day of January, 2022 by Mark D. Yates, President of Cotton Pickin Shirts Plus, Inc., a Florida Profit Corporation, on behalf of the corporation. He/she ☐ is personally known to me or ☒ has produced a driver's license as identification.

[Notary Seal]



  
 Notary Public

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

My Commission Expires: \_\_\_\_\_

Recorded in Public Records 1/31/2022 9:21 AM OR Book 8711 Page 283,  
Instrument #2022009277, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$103.50 MTG Stamps \$682.50 Int. Tax \$390.00

Prepared by and return to:  
Kerry Anne Schultz, Esq.  
Schultz Law Group, P.L.L.C.  
2779 Gulf Breeze Parkway  
Gulf Breeze, Florida 32563  
850-754-1600

(Space above this line reserved for recording office use only)

### MORTGAGE

***THIS IS A BALLOON MORTGAGE AND THE FINAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS SEVENTY EIGHT THOUSAND SIXTY AND 69/100 DOLLARS (\$78,060.69), TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UPON THE TERMS OF THIS MORTGAGE.***

THIS MORTGAGE, made on the 27 day of January, 2022, by **OLD SOUTH PROPERTY SOLUTIONS, L.L.C., a Florida limited liability company**, ("Mortgagor"), whose mailing address is 1029 Freeboard Blvd, Pensacola, Florida 32507, to **COTTON PICKIN SHIRTS PLUS, INC., a Florida for profit corporation** ("Mortgagee"), whose mailing address is 8735 Crestbrook Circle, Chattanooga, Tennessee 37421.

### RECITALS

Mortgagor is justly indebted to Mortgagee, having executed and delivered to Mortgagee its promissory note (the "note") bearing even date herewith, in the original principal sum of **One Hundred Ninety Five Thousand and No/100 Dollars (\$195,000.00)**, or so much as has been advanced and remains outstanding, lawful money of the United States of America, and according to the terms and conditions specified in the note;

In consideration of the indebtedness and to secure the payment to Mortgagee of the principal with interest and all other sums provided for in the note and in this mortgage, including, but not limited to, any future advances that may be made by Mortgagee to Mortgagor in accordance with Paragraph 24 hereof, up to the maximum amount stated therein, and for performance of the agreements, conditions, covenants, provisions, and stipulations contained herein and therein, and in certain other agreements and instruments made and given by Mortgagor to Mortgagee in connection therewith, Mortgagor hereby mortgages to Mortgagee that tract or parcel of land in Escambia County, Florida, more particularly described and set forth in Exhibit A attached hereto and made part hereof (the land);

TOGETHER with all the tenements, hereditaments, easements, appurtenances, passages, waters, water courses, riparian rights, other rights, liberties, and privileges thereof or in any way now or hereafter appertaining, including any other claim at law or in equity as well as any after-acquired title, franchise, or license and the reversions and remainders thereof; and

TOGETHER with all buildings and improvements of every kind and description now or hereafter erected or placed thereon and all materials intended for construction, reconstruction, alteration, and repairs of improvements now or hereafter erected thereon, all of which materials shall be considered to be included within the mortgaged premises immediately on the delivery thereof to the

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mortgaged premises, and all fixtures and articles of personal property now or hereafter owned by Mortgagor and attached to or contained in and used in connection with said premises, including but not limited to all apparatus, machinery, motors, elevators, fittings, radiators, gas ranges, ice boxes, mechanical refrigerators, awnings, shades, screens, venetian blinds, office equipment and other furnishings; all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air-conditioning, hot-water-heating, and sprinkler equipment and fixtures and appurtenances thereto, and all built-in equipment and built-in furniture; and all renewals or replacements thereof or articles in substitution therefore, whether or not the same are or shall be attached to said land or building or buildings in any manner; it being mutually agreed that all the aforesaid property owned by Mortgagor and placed by it on the premises shall, so far as permitted by law, be considered to be affixed to the realty and covered by this mortgage. Such tract or parcel of land and buildings, improvements, fixtures, machinery, equipment, tenements, personal property, and property interests being hereinafter collectively called the "mortgaged property."

TO HAVE AND TO HOLD the above-granted and described mortgaged property to Mortgagee, its successors, or assigns forever.

And Mortgagor hereby represents, warrants, and covenants with Mortgagee that Mortgagor is indefeasibly seized of the mortgaged property in fee simple; that Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that the mortgaged property is free from all liens and encumbrances, that all property, fixtures, and equipment described herein will be fully paid for and free from all liens, encumbrances, title-retaining contracts, and security interests when delivered and/or installed on the mortgaged property; that such property, fixtures, and equipment shall be deemed to be realty and a part of the freehold; that Mortgagor will make such further assurances to prove the fee simple title to all and singular the mortgaged property in Mortgagee and to prove the lien and priority of this mortgage, as may be reasonably required, and that Mortgagor does hereby and will forever fully warrant and defend the lien and priority of this mortgage and the title to the mortgaged property and every part thereof against the lawful claims and demands of all persons whomsoever.

PROVIDED ALWAYS, and these presents are on the express condition that, if Mortgagor or the successors or assigns of Mortgagor shall pay unto Mortgagee, its successors, or assigns the sums of money secured hereby, and any renewals or extensions thereof in whatever form, and the interest thereon as it shall become due, according to the true intent and meaning thereof, together with all advances hereunder, costs, charges, and expenses, including a reasonable attorneys' fees, which Mortgagee may incur or be put to in collecting the same by foreclosure or otherwise; and shall duly, promptly, and fully perform, discharge, execute, effect, complete, comply with, and abide by each and every one of the stipulations, agreements, conditions, and covenants of the note, this mortgage, and other documents or instruments given by Mortgagor to Mortgagee in connection herewith,

THEN this mortgage and the estate hereby created shall cease and be NULL AND VOID and this instrument shall be released by Mortgagee at the cost and expense of Mortgagor.

MORTGAGOR COVENANTS AND AGREES to and with Mortgagee that, until the indebtedness secured hereby is fully repaid:

1. Payment and Performance. Mortgagor shall pay Mortgagee, in accordance with the terms of the note and this mortgage, the principal, interest, and other sums therein set forth; and Mortgagor shall perform and comply with all of the agreements, conditions, covenants, provisions, and stipulations of the note and this mortgage, the terms of which are incorporated herein by reference.



2. Interest Rate. Notwithstanding any provision contained in this mortgage or in the note secured hereby, the total liability for payment of interest, or in the nature of interest, shall not exceed the limits now imposed by the applicable usury law, including the applicable choice-of-law rules. In the event of the acceleration of the note hereby secured, the total charges for interest and in the nature of interest shall not exceed the maximum amount allowed by law; any excess portion of such charges that may have been prepaid shall be refunded to the maker thereof. Such refund may be made by application of the amount involved against the sums then due hereunder, but such crediting shall not cure or waive the default occasioning acceleration. Nothing herein contained nor in any transaction related hereto shall be construed or shall so operate either presently or prospectively to require Mortgagor to make any payment or do any act contrary to law; however, if any clause or provision herein contained shall be determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the remainder of this mortgage shall be unaffected thereby and shall remain valid and in full force and effect.

3. Maintenance of Mortgaged Property. Mortgagor shall abstain from and shall not permit the commission of waste, impairment, or deterioration in or about the mortgaged property; Mortgagor shall not remove, demolish, or alter the structural character of any building erected at any time on the mortgaged property, without the prior written consent of Mortgagee; Mortgagor shall not permit the mortgaged property to become vacant, deserted, or unguarded; and Mortgagor shall maintain the mortgaged property in good condition and repair, reasonable wear and tear excepted.

4. Insurance. Mortgagor shall keep the mortgaged property continuously insured against loss or damage by fire, with extended coverage, and against other hazards as Mortgagee may reasonably require, with public liability insurance and property damage insurance, with an insurance company or companies satisfactory to Mortgagee, and in such total amounts as Mortgagee may require from time to time. All policies, including policies for any amounts carried in excess of the required minimum and policies not specifically required by Mortgagee, shall be in a form satisfactory to Mortgagee; shall be maintained in full force and effect; shall be assigned and delivered to Mortgagee at or prior to closing, with premiums prepaid, as collateral security for payment of the indebtedness secured hereby; shall be endorsed with a standard mortgagee clause in favor of Mortgagee as first Mortgagee, not subject to contribution; and shall provide for at least 30 days' notice of cancellation to Mortgagee. If the insurance, or any part thereof, shall expire, be withdrawn, or become void or unsafe by Mortgagor's breach of any condition thereof, or become void or unsafe by reason of the failure or impairment of the capital of any company in which the insurance may then be carried, or, if for any reason whatever the insurance shall be unsatisfactory to Mortgagee, Mortgagor shall place new insurance on the mortgaged property satisfactory to Mortgagee. All renewal policies, with premiums paid, shall be delivered to Mortgagee at least 30 days before expiration of the old policies. In the event of loss, Mortgagor will give immediate notice thereof to Mortgagee, and Mortgagee may make proof of loss if not made promptly by Mortgagor. Each insurance company concerned is hereby authorized and directed to make payment under such insurance, including return of unearned premiums, directly to Mortgagee instead of to Mortgagor and Mortgagee jointly, and Mortgagor appoints Mortgagee, irrevocably, as Mortgagor's attorney-in-fact to indorse any draft therefor. At its election, Mortgagee shall have the right to retain and apply the proceeds of any such insurance to reduction of the indebtedness secured hereby, or to restoration or repair of the property damaged. If Mortgagee becomes the owner of the mortgaged property or any part thereof by foreclosure or otherwise, such policies, including all right, title, and interest of Mortgagor thereunder, shall become the absolute property of Mortgagee.

5. Taxes and Other Charges. Mortgagor shall pay, when due and payable and before interest or penalties are due thereon, without any deduction, defalcation, or abatement, all taxes, assessments, levies, liabilities, obligations, encumbrances, water and sewer rents, and all other charges or claims of every nature and kind that may be imposed, suffered, placed, assessed, levied, or filed at any time against Mortgagor against the mortgaged property or any part thereof, or against the interest of Mortgagee therein; or that by any present or future law may have priority over the indebtedness secured hereby either in lien or in distribution out of the proceeds of any judicial sale, without regard to any law heretofore or hereafter to be enacted imposing payment of the whole or of any part upon Mortgagee. Insofar as any such tax, assessment, levy, liability, obligation, or encumbrance is of record, the same shall be promptly satisfied and discharged of record, and the original official document (such as, for instance, the tax receipt or the satisfaction paper officially indorsed or certified) shall be placed in the hands of Mortgagee not later than such dates. Provided, however, that if, under the note or otherwise, Mortgagor shall have deposited with Mortgagee before the due date thereof sums sufficient to pay any such taxes, assessments, levies, water and sewer rents, charges, or claims, and Mortgagor is not otherwise in default, they shall be paid by Mortgagee; and provided further that, if Mortgagor in good faith and by appropriate legal action shall contest the validity of any such item or the amount thereof and shall have established on its books or by deposit of cash with Mortgagee, as Mortgagee may elect, a reserve for the payment thereof in such amount as Mortgagee may require, then Mortgagor shall not be required to pay the item or introduce the required receipts: (a) while the reserve is maintained; and (b) as long as the contest operates to prevent collection, is maintained and prosecuted with diligence, and shall not have been terminated or discontinued adversely to Mortgagor.

6. Installments for Insurance, Taxes, and Other Charges. Without limiting the effect of Paragraphs 4 and 5 hereof, Mortgagor shall pay to Mortgagee, if requested by Mortgagee, monthly with the monthly installments of principal and interest, an amount equal to one twelfth of the annual premiums for the insurance policies referred to hereinabove and the annual real estate taxes; water and sewer rents; any special assessments, charges, or claims; and any other item that at any time may be or become a lien on the mortgaged property prior to the lien of this mortgage; and, on demand, Mortgagor shall pay to Mortgagee any additional sums necessary to pay the premiums and other items, all as estimated by Mortgagee; the amounts so paid shall be security for the premiums and other items and shall be used in payment thereof if Mortgagor is not otherwise in default hereunder. No amount so paid shall be deemed to be trust funds but may be commingled with general funds of Mortgagee, and no interest shall be payable thereon. If, under any provision of this mortgage, the whole amount of the unpaid principal debt becomes due and payable, Mortgagee shall have the right, at its election, to apply any amount so held against the entire indebtedness secured hereby. At Mortgagee's option, Mortgagee may waive, and after any such waiver may reinstate, the provisions of this paragraph requiring the monthly payments.

7. Future Taxes. If hereafter any law or ordinance shall be adopted imposing a tax directly or indirectly on Mortgagee with respect to the mortgaged property, the value of Mortgagor's equity therein, or the indebtedness evidenced by the note and secured by this mortgage (other than state or federal income taxes imposed on Mortgagee), Mortgagee, at its election, shall have the right at any time to give Mortgagor written notice declaring that the principal debt, with interest and other appropriate charges, shall be due on a specified date not less than 30 days thereafter; provided, however, that such election shall be ineffective if, prior to the specified date, Mortgagor lawfully pays the tax (in addition to all other payments required hereunder) and agrees to pay the tax whenever it becomes due and payable thereafter, which agreement shall then constitute a part of this mortgage.

8. Security Agreement. This mortgage constitutes a security agreement under the Uniform Commercial Code and creates a security interest in the personal property included in the mortgaged property. Mortgagor shall execute, deliver, file, and refile any financing statements or other security agreements Mortgagee may require to confirm the lien of this mortgage with respect to such property. Without limiting the foregoing, Mortgagor hereby irrevocably appoints Mortgagee attorney-in-fact for Mortgagor to execute, deliver, and file such instruments for and on behalf of Mortgagor.

9. Limitation on Additional Financing. Mortgagor shall not undertake additional financing secured by any lien or security interest on property encumbered in favor of Mortgagee to secure the loan without first obtaining Mortgagee's written consent. Any violation of the foregoing limitation shall, at the option of Mortgagee, be deemed an event of default hereunder.

10. Compliance with Law and Regulations. Mortgagor shall comply with all laws, ordinances, regulations, and orders of all federal, state, municipal, and other governmental authorities relating to the mortgaged property.

11. Inspection. Mortgagee and any persons authorized by Mortgagee shall have the right at any time, on reasonable notice to Mortgagor, to enter the mortgaged property at a reasonable hour to inspect and photograph its condition and state of repair.

12. Declaration of No Setoff. Within one week after being requested to do so by Mortgagee, Mortgagor shall certify to Mortgagee or to any proposed assignee of this mortgage, in a writing duly acknowledged, the amount of principal, interest, and other charges then owing on the obligation secured by this mortgage and whether there are any setoffs or defenses against it, and, if such setoffs or defenses are asserted, a detailed explanation thereof.

13. Financial Statements. If requested by Mortgagee, within 60 days after the end of each fiscal year of Mortgagor during the term of this mortgage, Mortgagor shall deliver to Mortgagee a statement of gross income and expenses, showing profit and loss and surplus for the preceding fiscal year relating to the operation of the mortgaged property by Mortgagor, and a balance sheet produced at the end of such fiscal year, all in reasonable detail, as well as a copy of the current year's Federal Income Tax Return and accompanying schedules of the corporation, that agree with the provided financial statements. Mortgagor agrees to make the books and accounts relating to the mortgaged property available for inspection by Mortgagee or its representatives on request at any reasonable time.

14. Required Notices. Mortgagor shall notify Mortgagee promptly of the occurrence of any of the following:

- (a) fire or other casualty causing damage to the mortgaged property;
- (b) receipt of notice of condemnation of the mortgaged property;
- (c) receipt of notice from any governmental authority relating to the structure, use, or occupancy of the mortgaged property;
- (d) substantial change in the occupancy of the mortgaged property; or
- (e) commencement of any litigation affecting the mortgaged property.

15. Condemnation.

(a) In the event of any condemnation or taking of any part of the mortgaged property by eminent domain, alteration of the grade of any street, or other injury to, or decrease in the value of, the mortgaged property by any public or quasi-public authority or corporation, all proceeds (that is, the award or agreed compensation for the damages sustained) allocable to Mortgagor shall be applicable first to payment of the indebtedness secured hereby. No settlement for the damages sustained shall be made by Mortgagor without Mortgagee's prior written approval, which shall not be unreasonably withheld. Mortgagor shall continue to pay the installments of principal, interest, and other charges until payment of the proceeds shall have been received by Mortgagee in the full amount secured hereunder. All of the proceeds shall be applied in the order and in the amounts that Mortgagee, in Mortgagee's sole discretion, may elect to the payment of principal (whether or not then due and payable); to the payment of interest or any sums secured by this mortgage; or toward payment to Mortgagor, on such reasonable terms as Mortgagee may specify, to be used for the sole purpose of altering, restoring, or rebuilding any part of the mortgaged property that may have been altered, damaged, or destroyed as a result of the taking, alteration of grade, or other injury to the mortgaged property.

(b) If, prior to the receipt of the proceeds by Mortgagee, the mortgaged property is sold on foreclosure of this mortgage, Mortgagee shall have the right to receive the proceeds to the extent of:

(i) any deficiency found to be due to Mortgagee in connection with the foreclosure sale with legal interest thereon; and

(ii) reasonable counsel fees, costs, and disbursements incurred by Mortgagee in connection with collection of the proceeds and the proceedings to establish the deficiency.

(c) If the amount of the initial award of damages for the condemnation is insufficient to pay in full the indebtedness secured hereby with interest and other appropriate charges, Mortgagee shall have the right to prosecute to final determination or settlement an appeal or other appropriate proceedings in the name of Mortgagee or Mortgagor, for which Mortgagee is hereby appointed irrevocably as attorney-in-fact for Mortgagor, which appointment, being for security, is irrevocable. In that event, the expenses of the proceedings, including reasonable counsel fees, shall be paid first out of the proceeds, and only the excess, if any, paid to Mortgagee shall be credited against the amounts due under this mortgage.

(d) Nothing herein shall limit the rights otherwise available to Mortgagee, at law or in equity, including the right to intervene as a party to any condemnation proceeding.

16. Conveyance. Without the prior written consent of Mortgagee, Mortgagor will abstain from and will not cause or permit any sale, exchange, transfer, or conveyance of the mortgaged property or any part thereof, voluntarily or by operation of law (other than by execution on the note or foreclosure under this mortgage), or any transfer of shares of stock or control in Mortgagor, whether by sale, exchange, conveyance, merger, consolidation, or otherwise. Any violation of the foregoing limitations shall, at the option of Mortgagee, be deemed an event of default hereunder.

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17. Right to Remedy Defaults. If Mortgagor fails to pay real estate or other taxes, assessments, water and sewer rents, charges and claims, or sums due under any prior lien or insurance premiums; fails to make necessary repairs; or permits waste, Mortgagee, at its election and without notice to Mortgagor, shall have the right to make any payment or expenditure and take any action that Mortgagor should have made or taken or which Mortgagee deems advisable to protect the security of this mortgage or the mortgaged property, without prejudice to any of Mortgagee's rights or remedies available hereunder or otherwise at law or in equity. All such sums and costs advanced by Mortgagee under this mortgage shall be due immediately from Mortgagor to Mortgagee, shall be secured hereby, and shall bear interest. Mortgagee shall be subrogated to any rights, equities, and liens so discharged.

18. Events of Default. The following shall constitute events of default hereunder:

- (a) Failure of Mortgagor to pay any installment of principal or interest, or any other sum, within 10 days after the date it is due under the note or this mortgage.
- (b) Mortgagor's nonperformance of, or noncompliance with, any other agreements, conditions, covenants, provisions, or stipulations contained in the note or in this mortgage, or in any other document securing such note, and the continuation of such nonperformance or noncompliance for 10 days after notice thereof from Mortgagee to Mortgagor.
- (c) Any assignment for the benefit of creditors made by Mortgagor, any shareholder of Mortgagor, or the person executing the guaranty of even date herewith given to Mortgagee in connection with the loan.
- (d) Appointment of a receiver, liquidator, or trustee of Mortgagor (which term for the purposes of this subparagraph (d) shall be deemed to include any shareholder of Mortgagor) or of any of the property of Mortgagor; insolvency of Mortgagor or the adjudication of Mortgagor as bankrupt; the filing by Mortgagor of any petition for the bankruptcy, reorganization, or arrangement of Mortgagor under the Federal Bankruptcy Act or any similar statute; the institution by Mortgagor of any proceeding for the dissolution or liquidation of Mortgagor; or the filing against Mortgagor of any such petition or institution, unless the same be discharged within 30 days after the filing or institution.
- (e) The rendering by any court of last resort of a decision that an undertaking by Mortgagor (as herein provided) to pay any tax, assessment, levy, liability, obligation, or encumbrance is legally inoperative or cannot be enforced, or the passage of any law changing in any way or respect the laws now in force for the taxation of mortgages or debts secured thereby for any purpose, or the manner of collection of any such tax, so as to affect this mortgage or the debt secured hereby.

19. Remedies.

- (a) On the happening of any event of default, this conveyance shall become absolute, and the entire unpaid balance of the principal, the accrued interest, and all other sums secured by this mortgage shall become immediately due and payable, at the option of Mortgagee, without notice or demand.
- (b) In the event of default, Borrower will have the right to cure the default if

Borrower pays the principal and interest due within fifteen (15) days from written notice from the Lender that Borrower is in default.

(c) When the entire indebtedness shall become due and payable because of maturity, the occurrence of any event of default, or otherwise, then forthwith:

(i) Foreclosure. Mortgagee may institute an action to foreclose this mortgage against the mortgaged property or take such other action at law or in equity for the enforcement of this mortgage and realization on the mortgage security or any other security herein or elsewhere provided for, as the law may allow, and may proceed therein to final judgment and execution for the entire unpaid balance of the principal debt, with interest at the rate stipulated in the note to the date of default, together with all other sums due by Mortgagor in accordance with the provisions of the note and this mortgage, including all sums that may have been lent by Mortgagee to Mortgagor after the date of this mortgage, and all sums that may have been advanced by Mortgagee for taxes, water or sewer rents, charges or claims, payments on prior liens, or insurance or repairs to the mortgaged property, and all costs of legal action, together with interest at such rate, on any judgment obtained by Mortgagee from and after the date of any foreclosure sale until actual payment is made of the full amount due Mortgagee, and of an attorney's fee for collection; or Mortgagee may foreclose only as to the sum past due with interest and costs, as provided above, without injury to this mortgage or the displacement or impairment of the remainder of the lien thereof, and, at such foreclosure sale, the mortgaged property shall be sold subject to all remaining items of indebtedness; and Mortgagee may again foreclose, in the same manner, as often as there may be any sum past due; or

(ii) Possession. Mortgagee may enter into possession of the mortgaged property with or without legal action and by force if necessary. Mortgagee may then collect therefrom all rentals (which term shall also include sums payable for use and occupation) and, after deducting all costs of collection and administration expenses, apply the net rentals to any or all of the following in such order and amounts as Mortgagee, in Mortgagee's sole discretion, may elect: the payment of taxes, water and sewer rents, charges and claims, insurance premiums, and all other carrying charges; the maintenance, repair, or restoration of the mortgaged property; and on account and in reduction of the principal or interest, or both, hereby secured. In and for that purpose, Mortgagor hereby assigns to Mortgagee all rentals due and to become due under any lease or leases or rights to use and occupation of the mortgaged property hereafter created, as well as all rights and remedies provided in such lease or leases or at law or in equity for the collection of the rentals. Mortgagee shall be entitled to the appointment of a receiver of all the rents, issues, and profits, as a matter of strict right, regardless of the value of the mortgaged property and the solvency or insolvency of Mortgagor and other persons liable to pay such indebtedness. Mortgagor hereby specifically waives the right to object to the appointment of a receiver as aforesaid and hereby expressly consents that such appointment shall be made as an admitted equity and that the same may be done without notice to Mortgagor.

(d) Mortgagee shall have the right to bring an appropriate action to recover any sums required to be paid by Mortgagor under the terms of this mortgage, as they become due, without regard to whether the principal indebtedness or any other sums secured by the note and

this mortgage shall be due, and without prejudice to the right of Mortgagee thereafter to bring an action to foreclose this mortgage, or any other action, for any default by Mortgagor existing at the time the earlier action was commenced.

(e) Any real estate sold under any action to foreclose this mortgage or under any other judicial proceedings under this mortgage or the note may be sold in one parcel, as an entirety, or in such parcels or condominium units and in such manner or order as Mortgagee, in its sole discretion, may elect.

20. Rights and Remedies Cumulative.

(a) The rights and remedies of Mortgagee as provided in the note and in this mortgage shall be cumulative and concurrent; may be pursued separately, successively, or together against Mortgagor, the mortgaged property, or both, at the sole discretion of Mortgagee; and may be exercised as often as occasion therefor shall arise. The failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

(b) Any failure by Mortgagee to insist on strict performance by Mortgagor of any of the terms and provisions of this mortgage or the note shall not be deemed to be a waiver of any of the terms or provisions thereof, and Mortgagee shall have the right thereafter to insist on strict performance by Mortgagor of any and all of them.

(c) Neither Mortgagor nor any other person now or hereafter obligated for payment of all or any part of the sums now or hereafter secured by this mortgage shall be relieved of such obligation by reason of the failure of Mortgagee to comply with any request of Mortgagor or of any other person so obligated to take action to foreclose on this mortgage or otherwise enforce any provisions of the mortgage or the note; by reason of the release, regardless of consideration, of all or any part of the security held for the indebtedness secured by this mortgage; or by reason of any agreement or stipulation between any subsequent owner of the mortgaged property and Mortgagee extending the time of payment or modifying the terms of the mortgage or note without first having obtained the consent of Mortgagor or such other person. In the latter event, Mortgagor and all such other persons shall continue to be liable to make payments according to the terms of any such extension or modification agreement unless expressly released and discharged in writing by Mortgagee.

(d) Mortgagee may release, regardless of consideration, any part of the security held for the indebtedness secured by this mortgage without, as to the remainder of the security, in any way impairing or affecting the lien of this mortgage or its priority over any subordinate lien.

(e) For payment of the indebtedness secured hereby, Mortgagee may resort to any other security therefor held by Mortgagee in such order and manner as Mortgagee may elect.

21. Mortgagor's Waivers. Mortgagor hereby waives and releases

(a) all errors, defects, and imperfections in any proceeding instituted by Mortgagee under the note, this mortgage, or both of them;

(b) all benefit that might accrue to Mortgagor by virtue of any present or future

law exempting the mortgaged property, or any part of the proceeds arising from any sale thereof from attachment, levy, sale on execution, or providing for any stay of execution, exemption from civil process, or extension of time for payment; and

(c) unless specifically required herein, all notices of Mortgagor's default or of Mortgagee's election to exercise or Mortgagee's actual exercise of any option under the note or this mortgage.

22. Attorneys' Fees. If Mortgagee becomes a party to any suit or proceeding affecting the mortgaged property or title thereto, the lien created by this mortgage or Mortgagee's interest therein, or, if Mortgagee engages counsel to collect any of the indebtedness or to enforce performance of the agreements, conditions, covenants, provisions, or stipulations of this mortgage or the note, Mortgagee's costs, expenses, and reasonable attorneys' fees, whether or not suit is instituted, shall be paid to Mortgagee by Mortgagor on demand with interest at the then-effective rate set forth in the note, and, until paid, these amounts of money shall be deemed to be part of the indebtedness evidenced by the note and secured by this mortgage.

23. Future Advances. Under section 697.04, Florida Statutes, this mortgage shall secure not only the existing indebtedness evidenced by the note, but also such future advances as may be made by Mortgagee to Mortgagor within ten (10) years from the date hereof to the same extent as if such future advances were made on the date of the execution of this mortgage. The total amount of indebtedness that shall be so secured by this mortgage may decrease or increase from time to time, provided that the total unpaid balance so secured at any one time shall not exceed a principal amount of up to double the original principal amount of the loan plus interest thereon and plus any disbursements made for the payment of taxes, levies, or insurance on the property covered by the lien of this mortgage, together with interest on such disbursements.

24. Communications. All communications required under this mortgage or the note shall be in writing and shall be sent by registered or certified mail, postage prepaid, addressed to Mortgagor and Mortgagee at the address set forth in the heading of this mortgage or in the note or to such other address as either party may designate by notice to the other in the manner set forth herein.

25. Amendment. This mortgage cannot be changed or amended except by agreement in writing signed by the party against whom enforcement of the change is sought.

26. Construction. Whenever used in this mortgage, unless the context clearly indicates a contrary intent:

(a) The word "Mortgagor" shall mean the person who executes this mortgage and any subsequent owner of the mortgaged property and his or her respective heirs, executors, administrators, successors, and assigns.

(b) The word "Mortgagee" shall mean the person specifically named herein as "Mortgagee", or any subsequent holder of this mortgage.

(c) The word "person" shall mean individual, corporation, partnership, or unincorporated association.

(d) The use of any gender shall include all genders.



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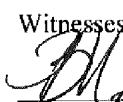
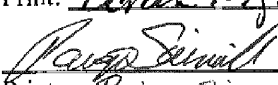
(e) The singular number shall include the plural and the plural the singular, as the context may require.

(f) If Mortgagor is more than one person, all agreements, conditions, covenants, provisions, stipulations, warrants of attorney, authorizations, waivers, releases, options, undertakings, rights, and benefits made or given by Mortgagor shall be joint and several and shall bind and affect all persons who are defined as Mortgagor as fully as though all of them were specifically named herein wherever the word "Mortgagor" is used.

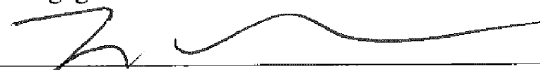
27. Captions. The captions preceding the text of the paragraphs or subparagraphs of this mortgage are inserted only for convenience of reference and shall not constitute a part of this mortgage, nor shall they in any way affect its meaning, construction, or effect.

IN WITNESS WHEREOF, Mortgagor has caused this mortgage to be duly executed as of the day and year first written above.

Witnesses:

  
Print: Barbara Rigby  
  
Print: Paige Sieminski

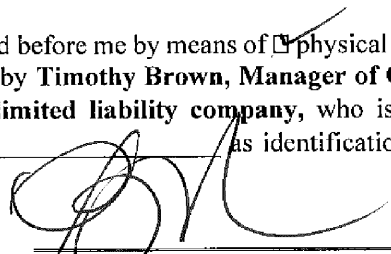
Mortgagor:

  
**OLD SOUTH PROPERTY SOLUTIONS, L.L.C.**  
**a Florida limited liability company**  
By: Timothy Brown  
Its: Manager

STATE OF FLORIDA

COUNTY OF ~~SANTA ROSA~~ Escambia

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27 day of January, 2022, by **Timothy Brown, Manager of OLD SOUTH PROPERTY SOLUTIONS, L.L.C., a Florida limited liability company**, who is ☒ personally known to me or ☐ who has produced \_\_\_\_\_ as identification and has not taken an oath



NOTARY PUBLIC

Commission No.:

My Commission Expires:

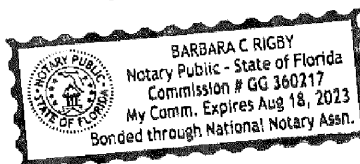
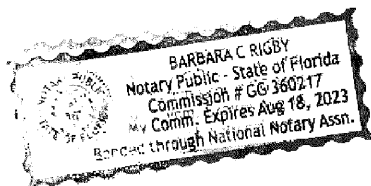


EXHIBIT "A"

**BK: 8711 PG: 294 Last Page**

## **Exhibit A**

**The North 80.00 feet of Lots 5, 6, 7, 8, 9 and 10, Block 17, Britton. Place, as recorded in Deed Book 124 at Page 521, of the public records of the City of Pensacola, Escambia County, Florida, less and except that portion of Lot 10 for Pace Boulevard.**

**Parcel Identification Number: 172S301500010017**