



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

1125-13

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	PHELOD DONALD EST OF 19 CLOVERLAND CT PENSACOLA, FL 32505 19 CLOVERLAND CT 07-0023-000 LT 19 CLOVERLAND S/D PB 3 P 52 OR 4217 P 1428 CA 154	Certificate #	2023 / 2958
		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)
# 2023/2958	06/01/2023	1,722.91	86.15	1,809.06
→Part 2: Total*				1,809.06

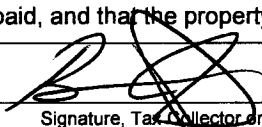
Part 3: Other Certificates Redeemed by Applicant (Other than County)

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)
# 2024/3161	06/01/2024	1,887.20	6.25	125.42	2,018.87
Part 3: Total*					2,018.87

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)	3,827.93
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	1,811.28
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)	6,014.21

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

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>11/05/2025</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: 2500417

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
07-0023-000	2023/2958	06-01-2023	LT 19 CLOVERLAND S/D PB 3 P 52 OR 4217 P 1428 CA 154

I agree to:

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

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

Electronic signature on file
KEYS FUNDING LLC - 2023
PO BOX 71540
PHILADELPHIA, PA 19176-1540

04-21-2025
Application Date

Applicant's signature



Gary "Bubba" Peters

Escambia County Property Appraiser

[Real Estate Search](#)

[Tangible Property Search](#)

[Sale List](#)

[Back](#)

◀ Nav. Mode ☒ Account ☐ Parcel ID ▶

[Printer Friendly Version](#)

General Information		Assessments				
Parcel ID:	342S300011000019	Year	Land	Imprv	Total	Cap Val
Account:	070023000	2024	\$15,000	\$122,469	\$137,469	\$119,565
Owners:	PHELON DONALD EST OF	2023	\$15,000	\$117,203	\$132,203	\$108,696
Mail:	19 CLOVERLAND CT PENSACOLA, FL 32505	2022	\$10,000	\$105,718	\$115,718	\$98,815
Situs:	19 CLOVERLAND CT 32505	Disclaimer				
Use Code:	SINGLE FAMILY RESID 🔑	Tax Estimator				
Taxing Authority:	COUNTY MSTU	Change of Address				
Tax Inquiry:	Open Tax Inquiry Window	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	
01/1998	4217	1428	\$38,500	WD	N	📄	Legal Description LT 19 CLOVERLAND S/D PB 3 P 52 OR 4217 P 1428 CA 154	
07/1987	2443	87	\$36,500	SC	N	📄		
03/1987	2377	607	\$100	TR	N	📄		
08/1983	1807	913	\$100	QC	N	📄		
09/1980	1480	852	\$19,500	WD	N	📄		
11/1969	466	71	\$100	WD	N	📄	Extra Features None	
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller								


Parcel Information

Launch Interactive Map

Section

Map Id:
CA154


Approx.
Acreage:
0.1936

Zoned: 
HDMU

Evacuation
& Flood
Information

[Open
Report](#)

A map showing several land parcels. The central parcel is a large triangle with sides labeled 93, 39.7, and 130.6. To its right is a curved parcel with segments labeled 41.3, 41.8, and 80.7. Below these are parcels labeled 143 and 144.9. A small parcel labeled 37 is at the top right. A dashed line runs along the bottom of the parcels.


 View Florida Department of Environmental Protection(DEP) Data

Buildings

Address: 19 CLOVERLAND CT, Improvement Type: SINGLE FAMILY, Year Built: 2013, Effective Year: 2013, PA Building ID#: 81747

Structural Elements

DECOR/MILLWORK-AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-SIDING-SHT.AVG.
FLOOR COVER-CARPET
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-3
NO. STORIES-1
ROOF COVER-DIMEN/ARCH SHNG
ROOF FRAMING-HIP
STORY HEIGHT-0
STRUCTURAL FRAME-WOOD FRAME

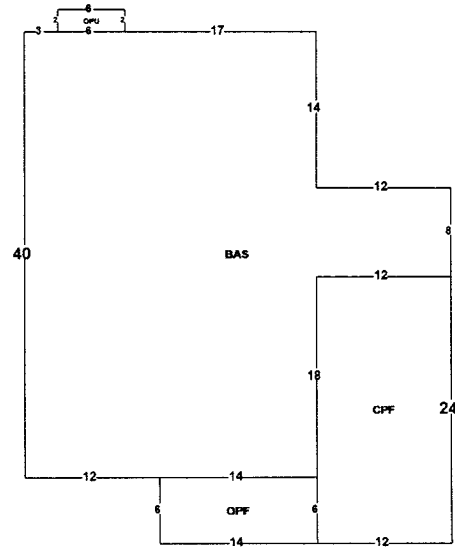
 Areas - 1520 Total SF

BASE AREA - 1136

CARPORT FIN - 288

OPEN PORCH FIN - 84

OPEN PORCH UNF - 12



Images



5/18/2023 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: 05/14/2025 (rc.5191)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2025035966 5/16/2025 9:22 AM
OFF REC BK: 9318 PG: 1266 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **KEYS FUNDING LLC** holder of **Tax Certificate No. 02958**, 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 19 CLOVERLAND S/D PB 3 P 52 OR 4217 P 1428 CA 154

SECTION 34, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 070023000 (1125-13)

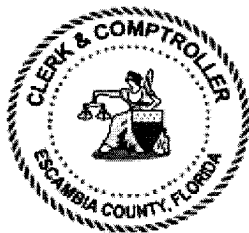
The assessment of the said property under the said certificate issued was in the name of

EST OF DONALD PHELON

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 November, which is the **5th day of November 2025**.

Dated this 16th day of May 2025.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

PERDIDO TITLE SOLUTIONS

Precise · Professional · Proven

PROPERTY INFORMATION REPORT

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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 07-0023-000 CERTIFICATE #: 2023-2958

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: August 8, 2005 to and including August 8, 2025 Abstractor: Pam Alvarez

BY



Michael A. Campbell,
As President
Dated: August 11, 2025

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

August 11, 2025

Tax Account #: **07-0023-000**

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

By Virtue of Warranty Deed recorded 2/2/1998 in OR 4217/1428

**ABTRACTOR'S NOTE: WE FIND NO EVIDENCE OF DEATH FOR DONALD PHELON
RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.**

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 Escambia County recorded 8/15/2013 OR 7061/1289**

4. Taxes:

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

Tax Account #: 07-0023-000

Assessed Value: \$119,565.00

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: NOV 5, 2025

TAX ACCOUNT #: 07-0023-000

CERTIFICATE #: 2023-2958

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

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

DONALD PHELON AND
EST OF DONALD PHELON
19 CLOVERLAND CT
PENSACOLA, FL 32505

DONALD PHELON
PO BOX 16252
PENSACOLA, FL 32507

ESCAMBIA COUNTY
223 PALAFOX STREET
PO BOX 1591
PENSACOLA, FL 32597

Certified and delivered to Escambia County Tax Collector, this 11th day of August 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

August 11, 2025

Tax Account #:07-0023-000

**LEGAL DESCRIPTION
EXHIBIT "A"**

LT 19 CLOVERLAND S/D PB 3 P 52 OR 4217 P 1428 CA 154

SECTION 34, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 07-0023-000(1125-13)

Return to: (enclose self-addressed stamped envelope)

Name: STEWART TITLE OF PENSACOLA, INC.

Address: 401 East Chase Street Suite 104
Pensacola, FL 32501

This Instrument Prepared by: TERESA DOWNS
OF STEWART TITLE OF PENSACOLA, INC.

as a necessary incident to the fulfillment of conditions
contained in a title insurance commitment issued by it.

Property Appraisers Parcel Identification (Folio) Number(s):
34-2S-30-0011-000-019

Grantee(s) S.S.#(s):

FILE NO: 97030033-WARRANTY DEED

(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

This Warranty Deed Made this 23rd day of January
Joseph R. Maldonado, Jr.

OR BK 4217 PG 1428
Escambia County, Florida
INSTRUMENT 98-453561

DEED DOC STAMPS PD @ ESC CO \$ 269.50
02/02/98 ESTATE LEE MASON, CLERK
By: Saline M. d

A.D. 19 98 , by

whose marital status is: A MARRIED MAN

hereinafter called the grantor, whose post office address is: 1663 KAUAI COURT GULF BREEZE, FL 32561

to Donald Phelon, A SINGLE MAN

whose post office address is: P.O. BOX 16252 PENSACOLA, FL 32507

hereinafter called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of \$10.00 Dollars, and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

Lot 19, Cloverland Subdivision, a subdivision of a portion of
Section 34, Township 2 South, Range 30 West, as recorded in
Plat Book 3, at Page 52, of the public records of Escambia
County, Florida.

Subject to oil, gas, and minerals, if any

THIS IS NOT THE CONSTITUTIONAL HOMESTEAD OF THE GRANTOR WHO RESIDES AT:
1663 KAUAI COURT GULF BREEZE, FL 32561

This property [is] [is not] the homestead of the Grantor(s).

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, 19 97, reservations, restrictions and easements of record, if any.

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 Signature: Carol D. Minton

Witness Printed Name: Carol D. Minton

Witness Signature: Angela Sims

Witness Printed Name: Angela Sims

Witness Signature: _____

Witness Printed Name: _____

Witness Signature: _____

Witness Printed Name: _____

Joseph R. Maldonado, Jr. (Seal)
Joseph R. Maldonado, Jr.

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 23rd day of January, 19 98
by Joseph R. Maldonado, Jr., A MARRIED MAN

who is/are personally known to me or who has/have produced _____ DRIVERS LICENSE
as identification.

My Commission expires: _____

OFFICIAL NOTARY SEAL
CAROL D. MINTON
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC693202
MY COMMISSION EXP. OCT. 30, 2001

Carol D. Minton
Printed Name:
Notary Public
Serial Number

OR BK 4217 PG1429
Escambia County, Florida
INSTRUMENT 98-453561

RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: CLOVERLAND COURT

Legal Address of Property: 19 CLOVERLAND COURT PENSACOLA, FL 32505

The County (X) has accepted () has not accepted the abutting roadway for maintenance.

This form completed by: STEWART TITLE OF PENSACOLA, INC.

Name

401 E. CHASE ST. #104

Address

PENSACOLA, FL 32501

City, State, Zip Code

AS TO SELLER(S):

Joseph R. Maldonado, Jr.
Seller's Name: JOSEPH R. MALDONADO, JR.

Debra Hunter
Witness' Name: _____

Seller's Name: _____

Witness' Name: _____

AS TO BUYER(S):

Donald Phelon
Buyer's Name: DONALD PHELOW

Donald Phelon
Buyer's Name: _____

Debra Hunter
Witness' Name: _____

Debra Hunter
Witness' Name: _____

THIS FORM APPROVED BY THE
ESCAMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS
Effective: 4/15/95

RCD Feb 02, 1998 10:59 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 98-453561

Recorded in Public Records 08/15/2013 at 03:38 PM OR Book 7061 Page 1289,
Instrument #2013061691, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$52.50 MTG Stamps \$337.40 Int. Tax \$192.69

Prepared by:
R. Wilkerson
Neighborhood Enterprise Foundation, Inc.
P.O. Box 18178, Pensacola, Florida 32523

[Space Above This Line For Recording Data]

**ESCAMBIA COUNTY
NEIGHBORHOOD STABILIZATION PROGRAM
MORTGAGE AND SECURITY AGREEMENT**

THIS MORTGAGE (hereinafter referred to as "Mortgage"), is made and entered into this 1st day of AUGUST, 2013 between the Mortgagor, DONALD PHELOX, A SINGLE MAN, (herein "Borrower"), and the Mortgagee, ESCAMBIA COUNTY, a political subdivision of the State of Florida, whose address for purposes of this Mortgage is 223 Palafox Street, P.O. Box 1591, Pensacola, Florida 32597, (hereafter "Lender").

WITNESSETH:

1.01 PREMISES. For and in consideration of an Indebtedness from Borrower to Lender in the principal sum of Ninety Six Thousand Three Hundred Forty Six Dollars and No Cents (\$ 96,346.00) which Indebtedness is evidenced by the Loan Agreement for Participation in the Escambia County Neighborhood Stabilization Program (NSP) Initiative ("Loan Agreement") and Borrower's Note of even date herewith (herein "Note"). In order to secure the Indebtedness and other obligations of Borrower hereinafter set forth, Borrower does hereby grant, bargain, sell, convey, assign, transfer, pledge and set over unto Lender and the successors, successors in title, and assigns of County all of the following land and interest in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances, and appurtenances (herein referred to individually and collectively as the "Premises").

A. LAND. All those certain tracts, pieces or parcels of land (herein "Property") located in the County of Escambia, State of Florida, described as follows: 19 Cloverland Court, Pensacola, FL 32505
SEE EXHIBIT "A"

B. APPURTENANCES. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys and passages, sewer rights, water rights and powers, minerals, flowers, shrubs, trees and other emblem now or hereafter located on the land or under or above the same or any part of parcel thereof and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions and remainders, whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower (hereinafter sometimes referred to as "Appurtenances").

1.02 WARRANTIES OF TITLE. Borrower covenants that Borrower is lawfully seized and possessed of the Premises as aforesaid, and has a good right to convey the same, that the same are unencumbered, and that the Borrower does warrant and will forever defend the title thereto against the claims of all persons whomsoever.

In the event of foreclosure or a deed in lieu of foreclosure of the first mortgage, any provision herein or in any other collateral agreement restricting the use of the property shall automatically have no force and effect on subsequent owners or purchasers of the property. Any person, including his successors and assigns, other than the Borrower or related entity or person to the Borrower, who may receive title to the property through a foreclosure or deed in lieu of foreclosure of the first mortgage shall receive title to the property free and clear from any such restrictions as it relates to the use of said property.

Lender further acknowledges that this mortgage shall not impair the rights of the first mortgage lender or such lender's assignee or successor-in-interest to exercise its remedies under the first mortgage in the event of default by the Borrower. These remedies may include a deed or assignment in lieu of foreclosure.

1.03 INDEBTEDNESS. This mortgage is given to secure the performance of all obligations set forth herein and the following described Indebtedness:

A. The debt evidenced by the Loan Agreement and Promissory Note referred to in Paragraph 1.01, together with any and all renewals, modifications, consolidations and extension of the Indebtedness evidenced by the Note;

B. Any and all additional advances made by County to protect or preserve the Premises or the security interest created hereby on the Premises, or for taxes, assessments or insurance premiums as hereinafter provided or for performance of any of Borrower's obligations hereunder provided or for performance of any of Borrower's obligations hereunder or for any other purpose provided herein (whether or not Borrower remains the owner of the Premises at the time of such advances); and

Provided, always, and it is the true intent and meaning of the parties to these presents, that when Borrower, his successors or assigns, shall pay or cause to be paid to Lender, his successors or assigns, the Indebtedness according to the conditions and agreements of the Note and of this Mortgage, and shall perform all of the obligations according to the true intent and meaning of the Note and this Mortgage and the conditions there under and hereunder, then this Mortgage shall cease, determine and be null and void; otherwise this Mortgage shall remain in full force and effect.

COVENANTS AND AGREEMENTS

2.01 PAYMENT OF INDEBTEDNESS. Borrower shall pay the Note(s) according to the tenure thereof and the remainder of the Indebtedness promptly as the same shall become due and payable in accordance with the terms of the Note.

2.02 TAXES, LIENS AND OTHER CHARGES.

A. Borrower shall pay, on or before the due date thereof, all taxes, assessments, levies, license fees, permit fees and other charges (in each case whether general or special, ordinary or extraordinary, foreseen or unforeseen) of every character whatsoever (including all penalties and interest thereon) now or hereafter levied, assessed, confirmed or imposed on, or in respect of, or which may be a lien upon, the Premises or any part thereof, or any estate, right or interest therein, or upon the rents, issues, income or profits thereof, and shall submit to Lender such evidence of the due and punctual payment of all taxes, assessments and other fees and charges as Lender may require.

B. Borrower shall pay, on or before the due date thereof, all taxes, assessments, charges, expenses, costs and fees against, or incurred in connection with, the Note(s), the other Indebtedness, this Mortgage or any other instrument now or hereafter evidencing, securing or otherwise relating to the Indebtedness, and shall submit to Lender such evidence of the due and punctual payment of all such taxes, assessments, charges, expenses, costs and fees as Lender may require.

C. In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulations, the law now in force governing the taxation of mortgages to secure debt or security agreements or debts secured thereby or the manner of collecting such taxes so as to adversely affect Borrower, Lender will pay any such tax on or before the due date thereof.

D. Borrower will not permit or suffer any construction, mechanics, materialmen, laborers or statutory or other liens to be filed of record or to remain outstanding against the Premises or any portion thereof.

2.03 PRESERVATION AND MAINTENANCE OF PROPERTY.

A. Borrower will keep the buildings, improvements, facilities, furnishings, landscaping, the Premises and other improvements of any kind now or hereafter erected on the Land or any part thereof in good repair and shall not commit waste or permit impairment or deterioration of the property. Borrower will do nothing which would or could increase the risk of fire or other hazard to the Premises or any part thereof or which would or could result in the cancellation of any insurance policy carried with respect to the Premises.

B. Borrower will not allow the removal, demolition or alteration of the structural character of any improvement located on the land, and once the improvements are completed, without the written consent of Lender. Borrower shall not remove or permit to be removed from the Land any item or items referred to in Paragraph 1.01(B) of this Mortgage which are or may hereafter be in any way attached or affixed to the Land or any improvements thereof.

C. If the Premises or any part thereof is damaged by fire or other cause, Borrower will give immediate written notice thereof to Lender.

D. Lender or its representative is hereby authorized to enter upon and inspect the Premises at any time during normal business hours.

E. Borrower will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.

F. Violation of any of the foregoing provisions shall constitute a default.

2.04 LIMIT OF VALIDITY. If from any circumstances whatsoever, fulfillment of any provision of this Mortgage or the Note(s) which it secures, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Mortgage or under the Note that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity. The provisions of this paragraph shall control every other provision of this Mortgage and of the Note.

2.05 CONVEYANCE OR ENCUMBRANCE OF PREMISES WITHIN FIFTEEN YEARS OF THE DATE HEREOF. Borrower hereby acknowledges to Lender that any encumbrance which encumbrance is in addition to those set forth in this Mortgage, of the Premises or any portion thereof would materially impair or jeopardize the security granted to Lender by this Mortgage. Borrower therefore covenants and agrees with Lender, as part of the consideration for the extending to Borrower of the Indebtedness evidenced by the Note, that Borrower shall not directly or indirectly encumber (including, but not by way of limitation, increasing of the outstanding principal amount of any existing encumbrance) pledge, convey, transfer or assign any or all of the Borrower's interest in the Premises within fifteen (15) years following the date of this Mortgage, except as may be

all of the Borrower's interest in the Premises within ~~fifteen (15) years~~ following the date of this Mortgage or after **fifteen (15) years** following the date of this Mortgage if Borrower is in default of this Mortgage at the time of the said conveyance. A violation of the terms of this provision shall be a default hereunder and, in that event, all of the sums secured by this Mortgage shall be immediately due and payable. If Borrower fails to pay such sums when due, Lender may without further notice or demand on Borrower, invoke any remedies permitted by this instrument. Upon Borrower's conveyance, transfer, encumbrance, refinancing, rental or assignment of any or all of Borrower's interest in the property within fifteen (15) years from the date hereof or if the Borrower is in default as defined in Paragraph 3.01, herein, then the sum equal to one hundred (100%) percent of the total sum set forth in the note which is secured by this Mortgage shall be immediately due and payable to the **Escambia County Neighborhood Stabilization Program Fund**, except in cases where the NSP eligible Borrower sells the subject home or property to a new buyer with qualifying income in the same or a lower income range as the initial buyer according to the most current HUD income guidelines applicable at the time of sale. Income ranges shall include Low, Moderate and Middle Income as defined in *Title III of the Housing and Economic Recovery Act of 2008* and in the notice published in the October 6, 2008 *Federal Register*. Solely, in this instance, the NSP purchase assistance provided to the Borrower under this Mortgage is assumable, provided that the new Borrower is income eligible in accordance with the requirements of the NSP Program, and that all other related requirements are met. **For purposes of this exception, Borrower's NSP income range has been verified as:** ☒ Low; ☐ Moderate; or ☐ Middle Income (*select Borrower's verified income level*)

2.06 NO SUBORDINATION.

A. The Mortgage shall not be subordinated under any circumstances, except in cases where the Borrower agrees to sell the subject home or property to a new buyer with qualifying income in the same or a lower range as the initial buyer according to the most current HUD income guidelines applicable at the time of sale, as further defined in Section 2.05. This option shall be available only if the homeowner is in full compliance with all other requirements of the mortgage and deed restriction. If the initial buyer complies with this requirement, the NSP mortgage and deed restriction shall not become due on sale and/or transfer of ownership, but shall be assumed by the subsequent buyer with continuing applicability for any subsequent sales occurring within the affordability period. Compliance with this provision will be verified by Neighborhood Enterprise Foundation, Inc. or the County's staff with responsibility for Housing and Community Development Programs at the time of occurrence.

B. This no subordination clause also applies to any form of refinancing the first or second mortgage loan or securing a debt consolidation loan.

2.07 OCCUPATION OF PREMISES. Borrower shall occupy and use the premises as Borrower's principal place of residency during the term of this mortgage. A violation of the terms of this provision shall be a default hereunder and, in that event, all of the sums secured by this Mortgage shall be immediately due and payable. If Borrower fails to pay such sums when due, Lender may without further notice or demand on Borrower, invoke any remedies permitted by this instrument.

2.08 CONVEYANCE AFTER FIFTEEN YEARS FROM DATE HEREOF. Upon Borrower's conveyance, transfer, encumbrance, refinancing, rental or assignment of any or all of Borrower's interest in the property after fifteen (15) years from the date hereof and provided Borrower is not in default as defined in Paragraph 3.01, herein, then the sum equal to one hundred (100%) percent of the total sum set forth in the note which is secured by this Mortgage shall be forgiven in full with no repayment required.

DEFAULT AND REMEDIES

3.01 DEFAULT. The terms "Default" or "Defaults", wherever used in this mortgage, shall mean any one or more of the following events:

A. Failure by Borrower to pay as and when due and payable any portion of the Indebtedness as evidenced by the first or second mortgage; or

B. Failure by Borrower duly to observe or perform any other term, covenant, condition or agreement of the first or second Mortgage; or

C. Failure by Borrower duly to observe or perform any other term, covenant, condition or agreement of this Mortgage; or

D. Failure by Borrower duly to observe or perform any term, covenant, condition, or agreement in any other agreement now or hereafter evidencing, securing or otherwise relating to the Notes(s) or this Mortgage or the Indebtedness including the Loan Agreement; or

E. Any representation or warranty of Borrower relating to the Note(s), the *Neighborhood Stabilization Program* Loan Agreement, Borrower's program application for participation in the *Escambia County Neighborhood Stabilization Program*, this Mortgage or the Indebtedness proves to be untrue or misleading in any material respect; or

F. The filing by Borrower (or any maker, endorser or guarantor of the Note(s) of a voluntary petition in bankruptcy or the filing by Borrower (or such maker, endorser or guarantor) or any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other laws or regulation relating to bankruptcy, insolvency or other relief for debtors, or Borrower (or any such makers, endorsers or guarantors) seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of Borrower (such maker, endorser or guarantor) or all or any substantial part of the Premises or of any other property or assets of Borrower (such maker, endorser or guarantor) or of any or all of the income, rents, issues, profits or revenues thereof, or the making by Borrower (or any such maker, endorser or guarantor) of any general assignment for the benefit of creditors, or the admission in writing by Borrower (or for any such maker, endorser or guarantor) of its inability to pay its debts generally as they become due or the commission by Borrower (or any such maker, endorser or guarantor) of an act of bankruptcy; or

G. The filing of a petition against Borrower (or any maker, endorser or guarantor) of the Note(s), seeking any

reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, receiver or liquidator of Borrower (or any such maker, endorser or guarantor) or of all or any substantial part of the Premises or of any or all of the incomes, rents, issues, profits or revenues thereof unless such petition shall be dismissed within thirty (30) days after such filing, but in any event prior to the entry of an order, judgment or decree approving such petition; or

H. The Premises are subjected to actual or threatened waste, or any part thereof is removed, demolished or altered without the prior written consent of Lender.

3.02 ACCELERATION OF MATURITY. If a default shall have occurred, then the entire Indebtedness shall accelerate, at the option of Lender, immediately become due and payable in full without notice or demand, time being of the essence of the Note(s) and of this Mortgage; and no omission on the part of Lender to exercise such option when entitled to do so shall be construed as a waiver of such right.

3.03 RIGHT TO ENTER AND TAKE POSSESSION. If a Default shall have occurred, Borrower, upon demand of Lender, shall forthwith surrender to Lender the actual possession of the Premises and if, and to the extent, permitted by law,

Lender itself, or by such officers or agents as it may appoint, may enter and take possession of all of the Premises without the appointment of a receiver, or an application therefore, and may exclude Borrower.

3.04 RECEIVER. If a Default shall have occurred, Lender, upon application to a court of competent jurisdiction, shall be entitled as a matter of strict right, without notice and without regard to the adequacy or value of any security for the Indebtedness of the solvency of any party bound for its payment, to the appointment of a receiver to take possession of and to operate the Premises and to collect and apply the incomes, rents, issues, profits and revenues thereof. The receiver shall have all of the rights and powers permitted under the laws of the State of Florida. Borrower will pay to Lender upon demand all expenses, including reasonable receiver's fees, reasonable attorney's fees, costs and agent's compensation, incurred pursuant to the provisions of this Article III and any such amounts paid by Lender shall be added to the Indebtedness and shall be secured by this Mortgage.

3.05 ENFORCEMENT.

A. If a Default shall have occurred, Lender, at its option, may institute legal proceedings for the foreclosure of any or all of its rights under this Mortgage.

B. Lender shall have the right from time to time to enforce any legal or equitable remedy against Borrower, including without limitation suing for any sums, whether interest, principal or any installment of either or both, taxes, penalties or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not all of the Indebtedness shall then be due, and without prejudice to the right of Lender thereafter to enforce any other remedy, including without limitation an action of foreclosure, whether or not such other remedy be based upon a Default which existed at the time of commencement of an earlier or pending action, and whether or not such remedy be based upon the same Default upon which an earlier or pending action is based.

3.06 WAIVER OF EXEMPTIONS. Borrower warrants that no portion of the Premises constitutes the "homestead" of any person whomsoever as defined by the laws and constitution of the State of Florida and hereby waives and renounces all exemption rights in and to the Premises as against the collection of the Indebtedness or any part thereof.

3.07 REMEDIES CUMULATIVE. No right, power or remedy conferred upon or reserved to Lender by this Mortgage is intended to be exclusive or any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.

3.08 WAIVER. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's rights to accelerate the maturity of the Indebtedness secured by this Mortgage.

3.09 SUITS TO PROTECT THE PREMISES. Lender shall have the power to institute and maintain such suits and proceedings as it may deem expedient (i) to prevent any impairment of the Premises by any acts which may be unlawful or constitute a Default under this Mortgage, (ii) to preserve or protect its interest in the Premises and in the income, rents, issues, profits and revenues arising there from and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Lender. In any such action Lender shall be entitled to receive from Borrower all costs and reasonable attorney's fees.

MISCELLANEOUS

4.01 SUCCESSORS AND ASSIGNS. This Mortgage shall inure to the benefit of and be binding upon Borrower and Lender and their respective heirs, executors, legal representatives, successors, successors-in-title and assigns. Whenever a reference in this Mortgage is made to "Borrower" or "Lender" such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors, successors-in-title and assigns of Borrower and Lender, as the case may be. The foregoing shall not authorize the encumbrance, pledge, conveyance, transfer or assignment of all or any portion of Borrower's interest in the Premises without the prior written consent of Lender.

4.02 SEVERABILITY. If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

4.03 APPLICABLE LAW. This instrument shall be governed by and construed in accordance with the laws of the State of Florida.

State of Florida.

4.04 TIME OF THE ESSENCE. Time is of the essence with respect to each and every covenant, agreement and obligation of Borrower under this Mortgage, the Note(s) and any and all other instruments now or hereafter evidencing, securing or otherwise relating to the Indebtedness.

4.05 ATTORNEY'S FEES. The enforcement of the Note(s), this Mortgage or any other obligation evidencing, securing or otherwise relating to the Indebtedness, Lender shall be entitled to recover from Borrower all costs and reasonable attorney's fees. The meaning of the term "legal fees" or attorney's fees" or other references to the fees of attorneys or counsel, wherever used in this Mortgage, shall be deemed to include, without limitation, all reasonable legal fees relating to litigation or appeals at any and all levels of courts and administrative tribunals.

BK: 7061 PG: 1293

IN WITNESS WHEREOF, Borrower has executed this Mortgage as of the date first above written.

Signed, sealed and delivered
in the presence of:

Signature: _____

Signature: «Notary»

BORROWER:

Borrower's Signature: DONALD PHELO

Co-Borrower's Signature: _____

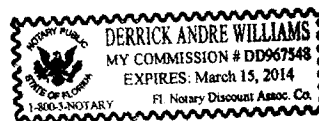
STATE OF FLORIDA
COUNTY OF ESCAMBIA

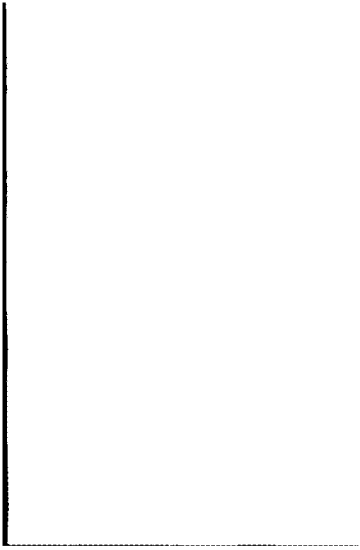
The foregoing instrument was acknowledged before me this 1st day of AUGUST, 2013 by DONALD PHELO, who () is/are personally known to me OR (✓) has/have produced Drivers License as identification and who did not take an oath.

NOTARY PUBLIC

Signature of Notary

Print Name: Derrick Andre Williams

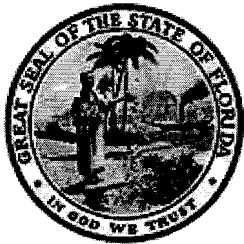




**EXHIBIT A
LEGAL DESCRIPTION**

19 Cloverland Court, Pensacola, Fl 32505

LT 19 CLOVERLAND S/D PB 3 P 52 OR 4217 P 1428 CA 154



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

Tax Deed Sales - Redeemed From Sale
Account: 070023000 Certificate Number: 002958 of 2023

Date Of Redemption

Clerk's Check Clerk's Total \$795.60

Postage Tax Deed Court Registry \$761.60

Payor Name

Notes

Commit Redemption ☒