



# 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

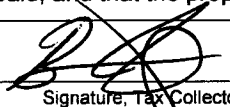
1125-23

Part 1: Tax Deed Application Information			
Applicant Name Applicant Address	KEYS FUNDING LLC - 8023 PO BOX 71540 PHILADELPHIA, PA 19176-1540	Application date	Apr 21, 2025
Property description	WHEELUS SONYA C EST OF 4911 KINNEAR AVE PENSACOLA, FL 32506 4911 KINNEAR AVE 07-2348-000 LT 12 AND W 15 FT OF LT 13 BLK 4 4TH ADDN TO PINEHURST S/D PB 3 P 16 OR 6733 P 363 CA 185	Certificate #	2023 / 3246
		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)
# 2023/3246	06/01/2023	1,404.81	181.75	1,586.56
→Part 2: Total*				1,586.56

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)
# 2024/3455	06/01/2024	1,592.79	6.25	113.15	1,712.19
Part 3: Total*					1,712.19

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)	3,298.75
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	1,524.52
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)	5,198.27

I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.	
Sign here: 	Escambia, Florida Date April 24th, 2025

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>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: 2500428

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

KEYS FUNDING LLC - 8023  
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
07-2348-000	2023/3246	06-01-2023	LT 12 AND W 15 FT OF LT 13 BLK 4 4TH ADDN TO PINEHURST S/D PB 3 P 16 OR 6733 P 363 CA 185

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 - 8023  
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 →

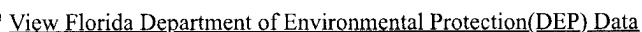
[Printer Friendly Version](#)

General Information							Assessments				
Parcel ID:	3425301264120004						Year	Land	Imprv	Total	Cap Val
Account:	072348000						2024	\$20,000	\$97,243	\$117,243	\$97,262
Owners:	WHEELUS SONYA C EST OF						2023	\$20,000	\$92,050	\$112,050	\$88,420
Mail:	4911 KINNEAR AVE PENSACOLA, FL 32506						2022	\$7,000	\$82,137	\$89,137	\$80,382
Situs:	4911 KINNEAR AVE 32506						Disclaimer				
Use Code:	SINGLE FAMILY RESID 🔑						Tax Estimator				
Taxing Authority:	COUNTY MSTU						Change of Address				
Tax Inquiry:	<a href="#">Open Tax Inquiry Window</a>						File for Exemption(s) Online				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector							Report Storm Damage				

Sales Data Type List: 🔑							2024 Certified Roll Exemptions				
Sale Date	Book	Page	Value	Type	Multi	Parcel Records	None				
06/15/2011	6733	363	\$60,000	WD	N	🔑					
05/19/2011	6724	808	\$26,800	WD	N	🔑					
12/2001	4823	872	\$43,000	WD	N	🔑					
01/1984	1866	497	\$38,000	WD	N	🔑					
01/1974	809	51	\$19,500	WD	N	🔑					
01/1972	640	283	\$17,100	WD	N	🔑					
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller							Legal Description				
							LT 12 AND W 15 FT OF LT 13 BLK 4 4TH ADDN TO PINEHURST S/D PB 3 P 16 OR 6733 P 363 CA 185				
							Extra Features				
							None				

[Parcel Information](#)

[Launch Interactive Map](#)



Last Updated: 05/14/2025 (tc.9535)

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **KEYS FUNDING LLC** holder of **Tax Certificate No. 03246**, 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 12 AND W 15 FT OF LT 13 BLK 4 4TH ADDN TO PINEHURST S/D PB 3 P 16 OR 6733 P 363 CA 185**

**SECTION 34, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 072348000 (1125-23)**

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

**EST OF SONYA C WHEELUS**

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 #: 07-2348-000 CERTIFICATE #: 2023-3246

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: Philip OBrien

BY



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

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

August 11, 2025

Tax Account #: **07-2348-000**

1. The Grantee(s) of the last deed(s) of record is/are: **DALE W. WHEELUS AND SONYA C. WHEELUS**

**By Virtue of Warranty Deed recorded 6/21/2011 in OR 6733/363**

**ABTRACTOR'S NOTE: WE FIND NO EVIDENCE OF DEATH FOR DALE W. WHEELUS AND SONYA C. WHEELUS 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 Donnie R. White recorded 1/3/2013 – OR 6957/799.**
  - b. **Code Enforcement Order in favor of Escambia County, Florida recorded 7/26/2023 – OR 9014/1137.**

4. Taxes:

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

**Tax Account #: 07-2348-000**

**Assessed Value: \$97,262.00**

**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 #:** 07-2348-000

**CERTIFICATE #:** 2023-3246

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.

**DALE W. WHEELUS**  
**EST OF SONYA C WHEELUS**  
**4911 KINNEAR AVENUE,**  
**PENSACOLA, FL, 32506**

**ESCAMBIA COUNTY**  
**CODE ENFORCEMENT**  
**3363 W PARK PL**  
**PENSACOLA, FL, 32505**

**DONNIE R. WHITE**  
**3140 PINEFOREST RD.**  
**CANTONMENT, FL, 32533**

Certified and delivered to Escambia County Tax Collector, this 11<sup>th</sup> 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 #:07-2348-000**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**LT 12 AND W 15 FT OF LT 13 BLK 4 4TH ADDN TO PINEHURST S/D PB 3 P 16 OR 6733 P 363 CA  
185**

**SECTION 34, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 07-2348-000(1125-23)**

Recorded in Public Records 06/21/2011 at 09:20 AM OR Book 6733 Page 363,  
Instrument #2011041609, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL Recording \$18.50 Deed Stamps \$420.00

Prepared by:

Wilson, Harrell, Farrington, Ford, et.al., P.A.  
307 South Palafox Street  
Pensacola, Florida 32502

File Number: 1-46206

### General Warranty Deed

Made this June 15, 2011 A.D. By **Anne Marie Deaver**, an unmarried woman 61st Avenue, Pensacola, FL 32506, hereinafter called the grantor, to **Dale W. Wheelus and Sonya C. Wheelus, husband and wife**, whose post office address is: 4911 Kinnear Avenue, Pensacola, Florida 32506, hereinafter called the grantee:

(Whenever used herein the term "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)

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) 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 12 and the West 15 feet of Lot 13, Block 4, Fourth Addition to Pinehurst, a subdivision of a portion of Section 34, Township 2 South, Range 30 West, Escambia County, Florida, according to the plat thereof, recorded in Plat Book 3, Page 16, of the Public Records of said County.

Parcel ID Number: 342S301264120004

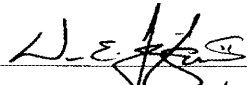
**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.


**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, 2009.

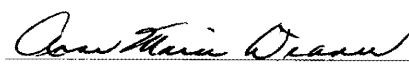
**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

*Signed, sealed and delivered in our presence:*

  
Witness Printed Name: William E. Farrington

  
Witness Printed Name: G.E. T. Bary


State of Florida  
County of Escambia

  
Anne Marie Deaver  
Address: 290 South 61st Avenue, Pensacola, FL 32506

The foregoing instrument was acknowledged before me this 15th day of June, 2011, by Anne Marie Deaver, who is/are personally known to me or who has produced Dale Wheelus identification.



WILLIAM E. FARRINGTON II  
MY COMMISSION # EE 015573  
EXPIRES: November 1, 2014  
Bonded Thru Budget Notary Services

  
Notary Public  
Print Name: William E. Farrington  
My Commission Expires: 11-1-14

DEED Individual Warranty Deed - Legal on Face

**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 that 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 acknowledgement by the county of the veracity of any disclosure statement.

NAME OF ROADWAY: 4911 Kinnear Avenue

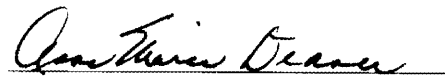
LEGAL ADDRESS OF PROPERTY: 4911 Kinnear Avenue, Pensacola, Florida 32506

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

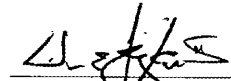
This form completed by:

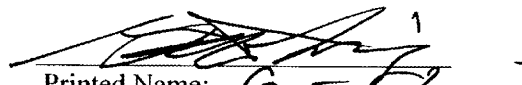
Wilson, Harrell, Farrington, Ford, Wilson, Spain & Parsons P.A.  
13020 Sorrento Road  
Pensacola, FL 32507

AS TO SELLER(S):

  
Anne Marie Deaver

WITNESSES TO SELLER(S):

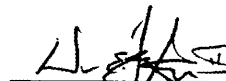
  
Printed Name: William E. Farrington II


  
Printed Name: G. E. F. H. Jr.

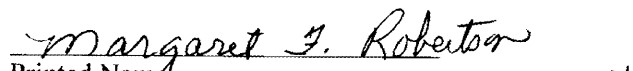
AS TO BUYER(S):

  
Dale W. Wheelus

WITNESSES TO BUYER(S):

  
Printed Name: William E. Farrington II

  
Sonya C. Wheelus

  
Printed Name: MARGARET F. ROBERTSON

This form approved by the  
Escambia County Board  
of County Commissioners  
Effective: 4/15/95

PREPARED BY DONNIE R WHITE  
3140 PINE FOREST RD.  
CAN. FL. 32533

1 OF 3  
DRW  
J.W.N.  
SEA

Prepared by:

DR WHITE

STATE OF FLORIDA

COUNTY OF Escambia

**Mortgage**

Dale W. Wheelus and Sylvia C. Wheelus (Husband  
Wife) Address 4911 Kinnear Ave. Pensacola, FL 32506  
hereinafter called Mortgagor, in consideration of the principal sum specified in the promissory note hereafter  
described, received from Donnie R. White Address of 3140 Pineforest  
Rd. Cant FL 32533

hereinafter called Mortgagee (which terms Mortgagor and Mortgagee shall be construed to include the plural  
as well as the singular, whenever the context so permits or requires), hereby, on this 22 day of  
December, 2012, mortgages to the Mortgagee the real property in Escambia  
County, Florida, described as:

Lot 12 and the West 15 feet of Lot 13, Block 4, Fourth  
Addition to Pinehurst, a subdivision of a portion of  
Section 34 Township 2 South, Range 30 West, Escambia  
County, Florida, according to the Plat thereof recorded  
in Plat Book 3, Page 16, of the Public Records of  
said County

Parcel ID number : 3425301264120004

With the address of 4911 Kinnear Ave PEN. FL. 32506

1. This mortgage shall also secure such future or additional advances as may be made by the Mortgagee or a subsequent holder at the option of Mortgagee or the subsequent holder to the Mortgagor, or its successors in title, for any purpose provided that all such advances are to be made within twenty years from the date of this mortgage or within such lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such optional future or additional advances as against the rights of creditors or subsequent purchasers for a valuable consideration. The total amount of indebtedness secured by this mortgage may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the amount of the initial promissory note described hereinabove or \$ 10,000, whichever is greater, plus interest thereon, and any disbursements made by the Mortgagee pursuant to the authority of this mortgage with interest on such disbursements.
2. To make all payments required by the note and this mortgage promptly when due.
3. To pay all taxes, assessments, liens and encumbrances on the property promptly when due. If they are not promptly paid the Mortgagee may pay them without waiving the option to foreclose, and such payments, with interest at a rate 2% higher than the note secured hereby or at the maximum rate allowed by law, whichever is lesser, shall be payable on demand by Mortgagee and shall be secured by this mortgage.

RECORDED AS RECEIVED

2 of 3  
D. PRW  
v. v.  
SCW

4. To keep all buildings now or hereafter present on that land insured for the full insurable value thereof against fire, lightning and windstorm, and in addition thereto all other coverage required on properties mortgaged to Federal or State banks and savings and loan associations by Federal and State regulations regulating such banks and savings and loan associations, including insurance against damage by flood, if such insurance is available. Mortgagor shall furnish Mortgagee with said policy or policies of insurance which shall show Mortgagee as a loss payee thereon. If the mortgagor shall not do so, the Mortgagee may do so without waiving the option to foreclose, and the cost thereof, with interest thereon from the date of payment at a rate 2% higher than the note secured hereby or at the maximum rate allowed by law, whichever is lesser, shall be payable upon demand by Mortgagee and shall be secured by this mortgage. If any sum becomes payable under such policy, the Mortgagee may apply it to the indebtedness secured by this mortgage, or may permit the Mortgagor to use it for other purposes, without impairing the lien of this mortgage.
5. That it will not cut or remove any standing timber; cut, displace or remove any sod, plants or trees without the consent of the Mortgagee, nor will it commit, permit, or suffer any waste, impairment or deterioration of the mortgaged property. Upon the failure of the Mortgagor to keep the buildings on the property in good condition or repair, Mortgagee may demand either the adequate repair of the buildings, an increase in the amount of security, or the immediate repayment of the debt secured. Failure of the Mortgagor to comply with the demand of the Mortgagee for a period of fifteen days shall constitute a breach of this mortgage.
6. To pay all expenses reasonably incurred by the Mortgagee because of failure of the Mortgagor to comply with the agreements in the note or this mortgage, including reasonable attorneys' fees through all appeals. The cost thereof, with interest thereon from the date of payment at the same rate as specified in the note, shall also be secured by this mortgage.
7. That if any of the said installments of principal or interest due or payable by the terms of said promissory note is not paid when due, or if any agreement in this mortgage other than the agreement to make the payments is breached, the entire unpaid principal balance of the note plus interest, costs, and attorney's fees, shall immediately become due at the option of the Mortgagee, and the Mortgagee may foreclose this mortgage in the manner provided by law, and have the mortgaged property sold to satisfy or apply on the indebtedness hereby secured.
8. The rents and profits of the mortgaged property are also hereby mortgaged, and if proceedings to foreclose this mortgage shall be instituted, the court having jurisdiction thereof should appoint a receiver of the mortgaged property, and apply those rents and profits to the indebtedness hereby secured, regardless of the solvency of the Mortgagor or the adequacy of the security
9. If this is a junior mortgage the Mortgagor shall pay all installments of principal and interest and perform each and every covenant and obligation of the prior mortgage. Failure of the Mortgagor to do so shall constitute a default hereunder. Upon the failure of the Mortgagor to do so, the Mortgagee may (but shall not be required to) make such payments or perform such covenants or obligations and the cost of same, together with interest at a rate 2% higher than the note secured hereby or at the maximum rate allowed by law, whichever is lesser, shall be payable by the Mortgagor upon demand by the Mortgagee and shall be secured by the lien of this mortgage.
10. Notwithstanding any other provisions hereof, Mortgagee shall under no circumstances be entitled to collect any interest or other payment hereunder which would render this instrument usurious as to the Mortgagor under the laws of the State of Florida.

RECORDED AS RECEIVED

30F43  
D.W. DRW  
SCW

IN WITNESS WHEREOF, the said Mortgagor has executed these presents, this the date and year first above written.

Signed, sealed and delivered  
in the presence of:

Kathy Smock

WITNESS

Dale W. Wheeler

Dale Wheeler

(SEAL)

(SEAL)

Sonya C. Wheeler  
Sonya Wheeler

(SEAL)

(SEAL)

FLDL Produced W420-179-50-054-0

W420-783-54-804-0

STATE OF Florida

COUNTY OF Sebastian

}

The foregoing instrument was acknowledged before me this 3rd

day of January, 2013, by Dale W. Wheeler

CLERK FILE NO.

Sandra K. King  
Notary Public

SANDRA K. KING  
Notary Public-State of FL  
My commission expires: Comm. Exp. February 3, 2015  
Comm. No. EE61423

RECORDED AS RECEIVED

Recorded in Public Records 7/26/2023 10:45 AM OR Book 9014 Page 1119,  
Instrument #2023059913, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$35.50

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

**PETITIONER  
ESCAMBIA COUNTY FLORIDA,**

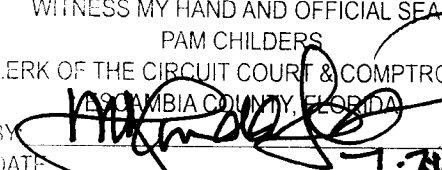
**CASE NO: CE23041565N  
LOCATION: 4911 KINNEAR AVE  
PR#: 342S301264120004**

**VS.**

**WHEELUS SONYA C EST OF,  
4911 KINNEAR AVE  
PENSACOLA, FL 32506**

**RESPONDENT(S)**

**ORDER**

CERTIFIED TO BE A TRUE COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT & COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA  
BY:   
DATE: 7-27-23



This CAUSE having come before the Office of Environmental Enforcement  
Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged  
violation of the ordinances of the County of Escambia, State of Florida, and the Special  
Magistrate having considered the evidence before him in the form of testimony by the  
Enforcement Officer and the Respondent(s) or representative thereof, None,  
as well as evidence submitted, and after consideration of the appropriate sections of  
the Escambia County Code of Ordinances, the Special Magistrate finds that a violation  
of the following Code of Ordinances has occurred and continues:

**LDC. Ch. 3. Art. 2. Sec. 3-2.7 Medium Density Residential District (MDR)**

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

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

**LDC. Ch. 4. Art. 7. Sec. 4-7.10 Recreational Vehicles (District 1-4)**

**Sec. 42-196(c) Nuisance - (C) Inoperable Vehicle**

**Sec. 82-171. Solid Waste - Mandatory Collection**



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

It is hereby **ORDERED** that the **RESPONDENT(S)** shall have until **8/24/2023** to correct the violation(s) and to bring the violation into compliance.

Corrective action shall include:

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

**Remove vehicle(s). Repair vehicle(s) or store in rear yard behind 6' opaque fencing.**

**Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods**

**Cure violation of MDR/ cure violation of Recreation Vehicle**

If Respondent(s) fail to fully correct the violation(s) within the time required, Respondent(s) will be assessed a fine of **\$20.00** per day, commencing **8/25/2023**. This fine shall continue until the violation(s) is/are abated and the violation(s) brought into compliance, or until as otherwise provided by law. **RESPONDENT IS REQUIRED**, immediately upon full correction of the violation(s), to contact the Escambia County Office of Environmental Enforcement in writing to request that the office immediately inspect the property to make an official determination of whether the violation(s) has/have been abated and brought into compliance. If the violation(s) is/are not abated within the specified time period, Escambia County may elect to undertake any necessary measures to abate the violation(s). These measures could include, but are not limited to, **DEMOLISHING NON-COMPLIANT STRUCTURES, LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S)**. At the request of Escambia County, the Sheriff shall enforce this order by taking

reasonable law enforcement action to remove from the premises any unauthorized person interfering with the execution of this order or otherwise refusing to leave after warning.


The reasonable cost of such abatement will be assessed against **RESPONDENT(S)** and shall constitute a lien on the property. Pursuant to Escambia County Resolution R2017-132, costs in the amount of **\$250.00** are awarded in favor of Escambia County as the prevailing party against **RESPONDENT(S)**.

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

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

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

**DONE AND ORDERED** in Escambia County, Florida on this 25th day of July, 2023.



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Gregory Farrar  
Special Magistrate  
Office of Environmental Enforcement