



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

0326-24

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	ELEVENTH TALENT, LLC PO BOX 769 PALM CITY, FL 34991	Application date	Jun 28, 2025
Property description	BAKER BENNI R TRUST THE 2-7-2012 PO BOX 6259 PENSACOLA, FL 32503 825 BAYSHORE DR 305 08-1351-730 UNIT 305 BAYSHORE CONDOMINIUM ALSO .95% INT IN COMMON AREAS OR 7557 P 1572 CA 201	Certificate #	2023 / 3559
		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)
# 2023/3559	06/01/2023	1,326.10	66.31	1,392.41
→Part 2: Total*				1,392.41

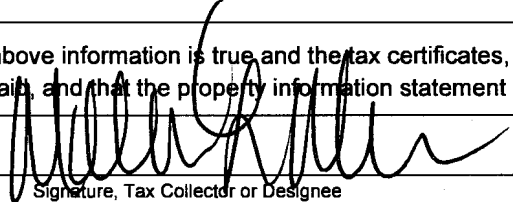
Part 3: Other Certificates Redeemed by Applicant (Other than County)

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)
# 2025/3920	06/01/2025	1,561.08	6.25	78.05	1,645.38
# 2024/3749	06/01/2024	1,496.58	6.25	117.54	1,620.37
Part 3: Total*					3,265.75

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)	4,658.16
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
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)	5,033.16

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 July 2nd, 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>03/04/2026</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: 2500597

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

ELEVENTH TALENT, LLC
PO BOX 769
PALM CITY, FL 34991,

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
08-1351-730	2023/3559	06-01-2023	UNIT 305 BAYSHORE CONDOMINIUM ALSO .95% INT IN COMMON AREAS OR 7557 P 1572 CA 201

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
ELEVENTH TALENT, LLC
PO BOX 769
PALM CITY, FL 34991

06-28-2025
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:	502S305085305001	Year	Land	Imprv	Total	Cap Val
Account:	081351730	2024	\$0	\$105,033	\$105,033	\$93,536
Owners:	BAKER BENNI R TRUST THE 2-7-2012	2023	\$0	\$100,350	\$100,350	\$85,033
Mail:	PO BOX 6259 PENSACOLA, FL 32503	2022	\$0	\$80,280	\$80,280	\$77,303
Situs:	825 BAYSHORE DR 305 32507	Disclaimer				
Use Code:	CONDO-RES UNIT 🔍	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
07/14/2016	7557	1572	\$50,200	TD	N		📄
04/20/2010	6585	267	\$100	QC	N		📄
06/1980	1444	377	\$22,900	WD	N		📄
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller							
			Legal Description				
			UNIT 305 BAYSHORE CONDOMINIUM ALSO .95% INT IN COMMON AREAS OR 7557 P 1572 CA 201				
			Extra Features				
			None				

Section

Map Id:

CA201

Approx. Acreage:

1.9951

Zoned: 🔍

HDR

Evacuation & Flood Information

[Open Report](#)

Parcel Information

[Launch Interactive Map](#)


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

Buildings

Address: 825 BAYSHORE DR 305, Improvement Type: CONDOMINIUM, Year Built: 1964, Effective Year: 1964, PA Building ID#: 87866

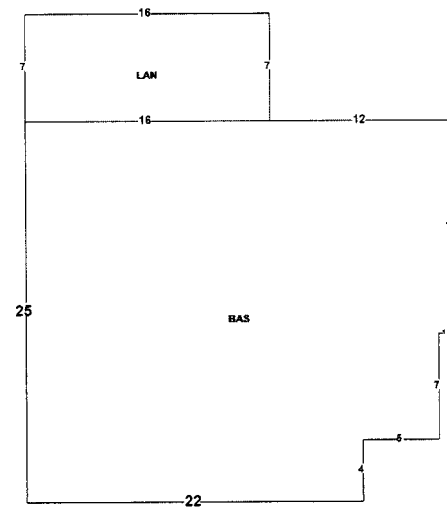
Structural Elements

DECOR/MILLWORK-AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-PRECAST PAN/CON
FLOOR COVER-CARPET
FOUNDATION-STRUCTURAL
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-3
NO. STORIES-1
ROOF COVER-BLT UP MTL/GYPSUM
ROOF FRAMING-CONCRETE
STORY HEIGHT-0
STRUCTURAL FRAME-RIGID FRAME

 Areas - 781 Total SF

BASE AREA - 669

LANAI - 112



Images

None

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: 07/14/2025 (to: 162604)

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **ELEVENTH TALENT LLC** holder of **Tax Certificate No. 03559**, 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:

UNIT 305 BAYSHORE CONDOMINIUM ALSO .95% INT IN COMMON AREAS OR 7557 P 1572 CA 201

SECTION 50, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 081351730 (0326-24)

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

BENNI R BAKER TRUST THE 2-7-2012

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 10:00 A.M. on the **first** Wednesday in the month of March, which is the **4th** day of **March 2026**.

Dated this 15th day of July 2025.

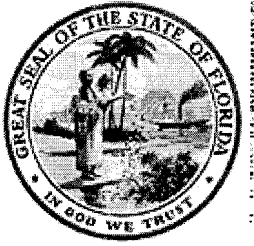
For information regarding the Tax Deed auction, please contact the Tax Deeds Division at 850-595-3793 or email TAXDEEDS@ESCAMBIACLERK.COM.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

Redeemed From Sale



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

Tax Deed Sales - Redeemed From Sale
Account: 081351730 Certificate Number: 003559 of 2023

Date Of Redemption

Clerk's Check Clerk's Total \$817.20

Postage Tax Deed Court Registry \$783.20

Payor Name

Notes

Submit

Reset

Print Preview

Print Receipt

Commit Redemption ☒

PERDIDO TITLE SOLUTIONS

Precise · Professional · Proven

PROPERTY INFORMATION REPORT

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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 08-1351-730 CERTIFICATE #: 2023-3559

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: December 16, 2005 to and including December 16, 2025 Abstractor: Andrew Hunt

BY



Michael A. Campbell,
As President
Dated: December 17, 2025

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

December 17, 2025

Tax Account #: **08-1351-730**

1. The Grantee(s) of the last deed(s) of record is/are: **BENNI R BAKER AS TRUSTEE FOR THE BENNI R BAKER TRUST DATED 2/7/2012**

By Virtue of Tax Deed recorded 7/15/2016 in OR 7557/1572

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 USAA Federal Savings Bank recorded 6/15/2006 – OR 5929/732**
 - b. **Lien in favor of Bayshore Condominium Association of Pensacola Inc recorded 1/8/2016 – OR 7461/1318**
 - c. **Code Enforcement Order in favor of Escambia County recorded 6/9/2025 – OR 9327/1071**

4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 08-1351-730

Assessed Value: \$102,889.00

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): **BAYSHORE CONDOMINIUM ASSOCIATION OF PENSACOLA, INC.**

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: MAR 3, 2026

TAX ACCOUNT #: 08-1351-730

CERTIFICATE #: 2023-3559

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>2025</u> tax year.

BENNI R BAKER TRUSTEE
THE BENNI R BAKER TRUST 2/7/2012
PO BOX 6259
PENSACOLA, FL 32503

BENNI R BAKER TRUSTEE
THE BENNI R BAKER TRUST 2/7/2012
825 BAYSHORE DR 305
PENSACOLA, FL 32507

USAA FEDERAL SAVINGS BANK
10750 MCDERMOTT FWY
SAN ANTONIO, TX 78288-0558

BENNI BAKER
3442 CHANTARENCE DR
PENSACOLA, FL 32507

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

SUZANNE BLANKENSHIP AGENT OF
BAYSHORE CONDOMINIUM ASSOCIATION
OF PENSACOLA INC
PO DRAWER 1271
PENSACOLA, FL 32591

BAYSHORE CONDOMINIUM ASSOCIATION
OF PENSACOLA INC
825 BAYSHORE DR
PENSACOLA, FL 32507

Certified and delivered to Escambia County Tax Collector, this 17th day of December 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

December 17, 2025

Tax Account #:08-1351-730

**LEGAL DESCRIPTION
EXHIBIT "A"**

**UNIT 305 BAYSHORE CONDOMINIUM ALSO .95% INT IN COMMON AREAS OR 7557 P 1572 CA
201**

SECTION 50, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 08-1351-730(0326-24)

Recorded in Public Records 07/15/2016 at 08:14 AM OR Book 7557 Page 1572,
Instrument #2016053878, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$10.00 Deed Stamps \$351.40

This instrument was prepared by:
Pam Childers, Clerk of the Circuit Court
Escambia County Courthouse
Pensacola, Florida

Tax Deed File No. 16-125
Property Identification No. 502S305085305001
Tax Account No. 081351730

TAX DEED

State of Florida
County of Escambia

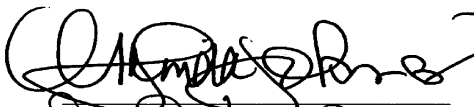
The following Tax Sale Certificate Numbered 04177 issued on June 1, 2014 was filed in the office of the tax collector of this County and application made for the issuance of a tax deed, the applicant having paid or redeemed all other taxes or tax sale certificates on the land described as required by law to be paid or redeemed, and the costs and expenses of this sale, and due notice of sale having been published as required by law, and no person entitled to do so having appeared to redeem said land; such land was on the 11th day of July 2016, offered for sale as required by law for cash to the highest bidder and was sold to: **THE BENNI R BAKER TRUST DATED FEBRUARY 7, 2012, PO BOX 6259 PENSACOLA FL 32503**, being the highest bidder and having paid the sum of his bid as required by the Laws of Florida.

Now, on this 11th day of July 2016, in the County of Escambia, State of Florida, in consideration of the sum of (\$50,200.00) FIFTY THOUSAND TWO HUNDRED AND 00/100 Dollars, being the amount paid pursuant to the Laws of Florida does hereby sell the following lands, including any hereditaments, buildings, fixtures and improvements of any kind and description, situated in the County and State aforesaid and described as follows:

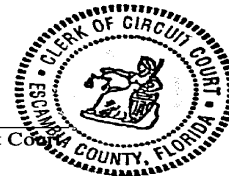
**UNIT 305 BAYSHORE CONDOMINIUM ALSO .95% INT IN COMMON AREAS OR 1444 P 377
OR 6585 P 267 CA 201**

SECTION 50, TOWNSHIP 2 S, RANGE 30 W

**** Property previously assessed to: MARIA PILGRIM, ARTHUR W PILGRIM**


witness Mylinda Johnson
witness Emily Hogg

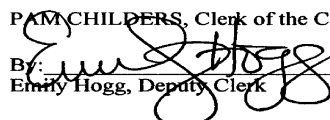

PAM CHILDERS, Clerk of the Circuit Court
Escambia County, Florida

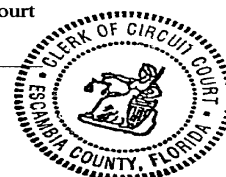


State of Florida
County of Escambia

On this 14th day of July 2016 before me Emily Hogg personally appeared Pam Childers, Clerk of the Circuit Court in and for the State and this County known to me to be the person described in, and who executed the foregoing instrument, and acknowledged the execution of this instrument to be his own free act and deed for the use and purposes therein mentioned.

Witness my hand and official seal date aforesaid.

PAM CHILDERS, Clerk of the Circuit Court
By: 
Emily Hogg, Deputy Clerk



Recorded in Public Records 06/15/2006 at 02:27 PM OR Book 5929 Page 732,
Instrument #2006060790, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$61.00 MTG Stamps \$525.00 Int. Tax \$300.00

This document was prepared by Cynthia M. Garces, Loan Closer
10750 McDERMOTT FREEWAY, SAN ANTONIO, TX
State of Florida's Documentary Stamp Tax required by law in
the amount of \$ 825.00 has been paid to the
Clerk of the Circuit Court (or the County Comptroller, if
applicable) for the County of Escambia.....
State of Florida.

State of Florida _____ Space Above This Line For Recording Data _____

478360

MORTGAGE
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is May 8, 2006..... The parties and their addresses are:

MORTGAGOR:



PILGRIM, ARTHUR W

Record and Return To:
Fiserv Lending Solutions
600A N. John Rhodes Blvd
Melbourne, FL 32934

Arthur W. Pilgrim, an unmarried man and Maria W. Pilgrim, an unmarried woman and Carlo Mario Pilgrim, joining herein as Owner, not as Borrower, and Catherine Pilgrim, not as Borrower, not as Owner, but joining herein solely for the purpose of securing her interest, if any, in the Property, husband and wife; whose address is: 2434 SILVERSTRAND AVE, HERMOSA BEACH, CA 90254

- ☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER:

USAA FEDERAL SAVINGS BANK ("USAA FSB")
10750 McDERMOTT FREEWAY
SAN ANTONIO, TX 78288-0558

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:

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

The Real Property tax identification number is .

The property is located in Escambia at
(County)
..... 825 BAYSHORE DR APT 305 PENSACOLA Florida 32507
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **MAXIMUM OBLIGATION LIMIT.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 150,000.00..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
4. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
A. Debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (You must specifically identify the debt(s) secured and include the final maturity of such debt(s).)

That Line of Credit Agreement dated 05/08/2006 having a Credit Limit of \$150,000.00 executed by [Borrower(s):]
ARTHUR W. PILGRIM, MARIA PILGRIM to USAA FSB as Lender and having a Maturity Date of 5/8/2026.

B. All future advances from Lender to Mortgagor. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

5. **MORTGAGE COVENANTS.** Mortgagor agrees that the covenants in this section are material obligations under the Secured Debt and this Security Instrument. If Mortgagor breaches any covenant in this section, Lender may refuse to make additional extensions of credit and reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.

Payments. Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

Prior Security Interests. With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees to make all payments when due and to perform or comply with all covenants. Mortgagor also agrees not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written approval.

Claims Against Title. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

Property Condition, Alterations and Inspection. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

Authority to Perform. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument.

Leaseholds; Condominiums; Planned Unit Developments. Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or is part of a planned unit development ("PUD"), Mortgagor agrees to the following: (i) The Property includes not only the property described above, but also an undivided interest in certain common elements and facilities of the condominium or PUD, and any interest of the Mortgagor in the homeowners' association or other equivalent entity owning or managing the common areas and facilities and the uses, benefits and proceeds of that interest; (ii) Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or PUD; (iii) Mortgagor will take such actions as are reasonable to ensure that any homeowners' association or equivalent entity maintains a public liability insurance policy and a "master" or "blanket" policy on the Property providing insurance coverage against loss by fire, hazards included within the term "extended coverage," and any other hazards, including but not limited to, earthquakes and floods, from which Lender requires insurance that is acceptable in form, amount, and extent of coverage to Lender.

Condemnation. Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.

Insurance. Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

Financial Reports and Additional Documents. Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.

- 6. ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, conveys and mortgages to Lender, as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument. Mortgagor agrees that this assignment is immediately effective between the parties to this Security Instrument and effective as to third parties on the recording of this Security Instrument. Mortgagor agrees that Lender is entitled to notify Mortgagor or Mortgagor's tenants to make payments of Rents due or to become due directly to Lender after such recording. However, Lender agrees not to notify Mortgagor's tenants until Mortgagor defaults and Lender notifies Mortgagor in writing of the default and demands that Mortgagor and Mortgagor's tenants pay all Rents due or to become due directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.
- 7. WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- 8. DUE ON SALE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, a transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable.
- 9. DEFAULT.** Mortgagor will be in default if any of the following occur:
- Fraud.** Any Consumer Borrower engages in fraud or material misrepresentation in connection with the Secured Debt that is an open end home equity plan.
- Payments.** Any Consumer Borrower on any Secured Debt that is an open end home equity plan fails to make a payment when due.
- Property.** Any action or inaction occurs that adversely affects the Property or Lender's rights in the Property. This includes, but is not limited to, the following: (a) Mortgagor fails to maintain required insurance on the Property; (b) Mortgagor transfers the Property; (c) Mortgagor commits waste or otherwise destructively uses or fails to maintain the Property such that the action or inaction adversely affects Lender's security; (d) Mortgagor fails to pay taxes on the Property or otherwise fails to act and thereby causes a lien to be filed against the Property that is senior to the lien of this Security Instrument; (e) a sole Mortgagor dies; (f) if more than one Mortgagor, any Mortgagor dies and Lender's security is adversely affected; (g) the Property is taken through eminent domain; (h) a judgment is filed against Mortgagor and subjects Mortgagor and the Property to action that adversely affects Lender's interest; or (i) a prior lienholder forecloses on the Property and as a result, Lender's interest is adversely affected.
- Executive Officers.** Mortgagor is an executive officer of Lender or an affiliate and Mortgagor becomes indebted to Lender or another lender in an aggregate amount greater than the amount permitted under federal laws and regulations.
- 10. REMEDIES ON DEFAULT.** In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.
- At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.
- 11. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, preserving, or otherwise protecting the Property and Lender's security interest. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest rate of interest in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, reasonable attorneys' fees, court costs, and other legal expenses. To the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees Lender incurs to collect the Secured Debt as awarded by any court exercising jurisdiction under the Bankruptcy Code. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.
- 12. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.
- Mortgagor represents, warrants and agrees that:
- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.

13. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
14. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
15. **SEVERABILITY; INTERPRETATION.** This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
16. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
17. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.
18. **LINE OF CREDIT.** The Secured Debt includes a revolving line of credit. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
19. **APPLICABLE LAW.** This Security Instrument will be governed by applicable federal law and the law of the state of Texas without regard to its rules regarding the conflicts of laws, except for laws regarding the perfection and enforcement of the lien on real property, which will be governed by the law of the situs of the Property.
20. **RIDERS.** The covenants and agreements of each of the riders described below are incorporated into and supplement and amend the terms of this Security Instrument.
-
21. ☐ **Payment of this note or mortgage is subject to the terms of a home improvement installment contract of even date between maker and payee or mortgagor and mortgagee.**
22. ☐ **ADDITIONAL TERMS.**

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

(Signature) Arthur W. Pilgrim (Date) 5-8-06 (Signature) Carlo Mario Pilgrim (Date) 5/11/06
(Signature) ARTHUR W. PILGRIM (Date) (Signature) MARIA PILGRIM, by Carlo Mario Pilgrim by POA (Date)

(Witness) Carlo Mario Pilgrim (Date) 5/24/06 (Witness) Catherine Pilgrim (Date) 5/24/06
(Signature) CARLO MARIO PILGRIM (Date) (Signature) CATHERINE PILGRIM (Date)
(Witness) Michelle Farnham (Witness) Michelle Farnham
(Witness) (Witness)

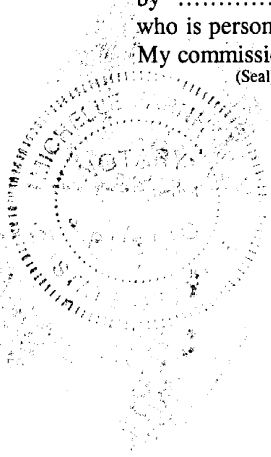
ACKNOWLEDGMENT:

(Individual) STATE OF ~~FLORIDA~~ Maine....., COUNTY OF Lincoln.....} ss.
This instrument was acknowledged before me this day of
by ARTHUR W. PILGRIM
who is personally known to me or who has produced as identification.
My commission expires:
(Seal)
(Notary Public)

(Individual) STATE OF ~~FLORIDA~~ Maine....., COUNTY OF Lincoln.....} ss.
This instrument was acknowledged before me this 24th day of May 2006
by MARIA PILGRIM, by Carlo Mario Pilgrim by POA
who is personally known to me or who has produced Drivers License as identification.
My commission expires:
(Seal)
Michelle Farnham
(Notary Public)
NOTARY PUBLIC
State of Maine
My Commission Expires 3/27/10

(Individual) STATE OF ~~FLORIDA~~ Maine....., COUNTY OF Lincoln.....} ss.
This instrument was acknowledged before me this 24th day of May 2006
by CARLO MARIO PILGRIM
who is personally known to me or who has produced Drivers License as identification.
My commission expires:
(Seal)
Michelle Farnham
(Notary Public)
NOTARY PUBLIC
State of Maine
My Commission Expires 3/27/10

(Individual) STATE OF ~~FLORIDA~~ Maine....., COUNTY OF Lincoln.....} ss.
This instrument was acknowledged before me this 24th day of May 2006
by CATHERINE PILGRIM
who is personally known to me or who has produced Drivers License as identification.
My commission expires:
(Seal)
Michelle Farnham
(Notary Public)
NOTARY PUBLIC
State of Maine
My Commission Expires 3/27/10



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles } ss.

On MAY 8, 2006 before me, LUCIA V. PANGAN

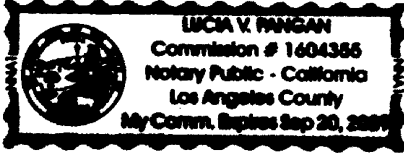
DateName and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared ARTHUR W. PILGRIM

Name(s) of Signer(s)

☒ personally known to me

☒ proved to me on the basis of satisfactory evidence



to be the person~~(s)~~ whose name~~(s)~~ is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Lucia V. Pangan
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

☐ Individual

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Attorney-in-Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT OF SIGNER

Top of thumb here

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Prod. No. 5907

Reorder: Call Toll-Free 1-800-876-6827

G1506969

SCHEDULE A

THE FOLLOWING DESCRIBED REAL PROPERTY LYING AND BEING SITUATED IN ESCAMBIA COUNTY, FLORIDA, TO-WIT:

UNIT 305, BAYSHORE CONDOMINIUM, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 1444, PAGE(S) 298, ET SEQ., OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; AND ANY AMENDMENTS THERETO; TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THOSE COMMON ELEMENTS APPURTENANT TO SAID UNIT IN ACCORDANCE WITH AND SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS, TERMS AND OTHER PROVISIONS OF THAT DECLARATION OF CONDOMINIUM.

KNOWN: 825 BAYSHORE DR APT 305

Recorded in Public Records 01/08/2016 at 12:27 PM OR Book 7461 Page 1318,
Instrument #2016001648, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording \$18.50

THIS INSTRUMENT PREPARED BY:
Suzanne Blankenship
Coastal Association Law Group, P.L.
139 E. Government Street
Pensacola, Florida 32502
(850) 466-3255
Our File No. 15-10-2614

CLAIM OF LIEN

STATE OF FLORIDA

COUNTY OF ESCAMBIA

This is a claim of lien for unpaid assessments and interest on such assessments, together with reasonable attorney's fees and costs incurred by the undersigned Association, whose address is 825 Bayshore Drive, Pensacola, Florida 32507, incident to the collection of the assessments and enforcement of this lien, which is granted by Section 718.116, Florida Statutes, and the Declaration of Bayshore Condominium Association of Pensacola, Inc., A Condominium, dated June 6, 1980, and recorded June 6, 1980, in Official Records Book 1444, at Page 298 of the public records of Escambia County, Florida, and all supplements and amendments thereto, upon the following described property in Escambia County, Florida:

UNIT 305, BAYSHORE CONDOMINIUM, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM THEREOF, AS RECORDED IN OFFICIAL RECORDS BOOK 1444, PAGE(S) 298, ET SEQ., OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; AND ANY AMENDMENTS THERETO; TOGETHER WITH AN UNDIVIDED INTEREST IN AND TO THOSE COMMON ELEMENTS APPURTENANT TO SAID UNIT IN ACCORDANCE WITH AND SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS, TERMS AND OTHER PROVISIONS OF THAT DECLARATION OF CONDOMINIUM.

The property address is 825 Bayshore Drive, Unit #305, Pensacola, FL 32507. The record owners of the above-described property are Maria Pilgrim and Arthur W. Pilgrim whose address is 7 Abenaki Road, Booth Bay Harbor, Maine 04538.

This Claim of Lien is to secure the payment of the assessments against the owners by the undersigned Association in the following amounts (less any partial payments applied in accordance with Florida law), as well as all amounts which may accrue subsequent to this date:

<u>Item</u>	<u>Amount</u>
Assessments Due June 1, 2015 Through December 1, 2015 (7 x \$471.11)	\$3,297.77
SBA Special Assessments Due June 1, 2015 Through January 1, 2016 (8 x \$60.30)	\$482.40
Assessment Due January 1, 2016	\$483.92

In addition, pursuant to Section 6.2 of the Declaration of Condominium, the foregoing assessments bear interest at the rate of eighteen percent (18%) per annum from the date each assessment became due, late fees, reasonable attorney's fees, and costs incident to the collection and enforcement of this lien.

BK: 7461 PG: 1319 Last Page

EXECUTED this 7th day of January 2016.BAYSHORE CONDOMINIUM
ASSOCIATION OF PENSACOLA, INC.By: Jenny Johnson
Jenny Johnson, as
Authorized Agent of
Bayshore Condominium Association of
Pensacola, Inc.

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 7th day of
January, 2016, by Jenny Johnson, as Authorized Agent of Bayshore
Condominium Association of Pensacola, Inc.Tammy Lynn Vance
NOTARY PUBLIC
Print Name: Tammy Lynn Vance☒ Personally Known
OR
☐ Produced Identification
Type of Identification Produced _____I HEREBY CERTIFY that a true copy of the foregoing Claim of Lien has been
furnished by Certified U.S. Mail, Return Receipt Requested and Regular U.S. Mail, to Maria
Pilgrim and Arthur W. Pilgrim, 7 Abenaki Road, Booth Bay Harbor, Maine 04538, on this 8th
day of January, 2016.Suzanne Blankenship
Suzanne Blankenship
Coastal Association Law Group, P.L.
139 E. Government Street
Pensacola, Florida 32502
(850) 466-3255
Attorneys for Bayshore Condominium Association
of Pensacola, Inc.

Recorded in Public Records 6/9/2025 8:53 AM OR Book 9327 Page 1257,
Instrument #2025041529, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording S27.00

Recorded in Public Records 6/9/2025 8:02 AM OR Book 9327 Page 1071,
Instrument #2025041480, Pam Childers Clerk of the Circuit Court Escambia
County, FL Recording S27.00

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

PETITIONER
ESCAMBIA COUNTY FLORIDA,

CASE NO: CE24073324L
LOCATION: 5708 N PALAFOX HWY
PR#: 351S309000001001

VS.

BAKER, BENNI
3442 CHANTARENCE DR
PENSACOLA, FL 32507

RESPONDENT(S)

ORDER

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, Noone, 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:

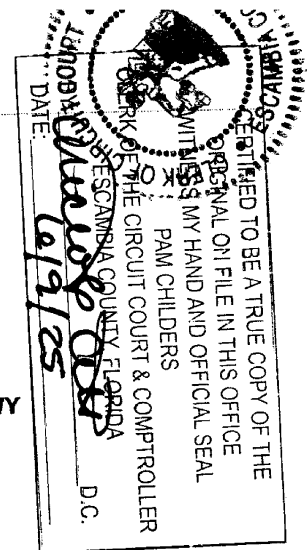
LDC. Ch. 4. Art. 7. Sec. 4-7.9 Outdoor Storage

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

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

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

It is hereby **ORDERED** that the **RESPONDENT(S)** shall have until **7/3/2025** to correct the violation(s) and to bring the violation into compliance.



BK: 9327 PG: 1258

BK: 9327 PG: 1072

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 all outdoor storage from the property. Store indoor items in a garage, shed or dwelling.

If Respondent(s) fail to fully correct the violation(s) within the time required, Respondent(s) will be assessed a fine of **\$50.00** per day, commencing **7/4/2025**. 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

Page 2 Of 3

BK: 9327 PG: 1259 Last Page

BK: 9327 PG: 1073 Last Page

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.

An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within **30 days** of the execution of the order to be appealed.

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

DONE AND ORDERED in Escambia County, Florida on this 3rd day of June, 2025.



Gregory Farrar
Special Magistrate
Office of Environmental Enforcement