

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

0925.04

	Application Infor	Hauon				
Applicant Name Applicant Address				Application date	Apr 16, 2025	
Property description				Certificate #	2023 / 3654	
	104 SE SYRCLE DR PENSACOLA, FL 32507 104 SE SYRCLE DR 08-2151-000 LT 301 BLK 15 NAVY POINT PB 1 P 100 OR 6656 P 1616 CA 222		Date certificate issued	06/01/2023		
Part 2: Certificat	es Owned by App	licant an	d Filed w	ith Tax Deed	Application	
Column 1 Certificate Numbe	Column r Date of Certifi			olumn 3 ount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2023/3654	06/01/2	023		1,146.02	57.30	1,203.32
# 2024/3831	06/01/2	024		1,177.96	78.29	1,256.25
					→Part 2: Total*	2,459.57
Part 3: Other Ce	tificates Redeem	ed by Ap	plicant (C	ther than Co	unty)	
Column 1 Certificate Number	Column 2 Date of Other	Colu Face A	lumn 3 Amount of Certificate Column 4 Tax Collector's Fee Interest		Total (Column 3 + Column 4 + Column 5)	
	Certificate Sale	l Other C	ertificate		ce niterest	+ Column 5)
#/	Centricate Sale	Other	Certificate		GC MILEIEST	+ Column 5)
#/	Certificate Sale	Other	Certificate		Part 3: Total*	+ Column 5)
	ector Certified Am					
Part 4: Tax Colle		ounts (L	ines 1-7)		Part 3: Total*	0.00 2,459.57
Part 4: Tax Colle 1. Cost of all cert	ector Certified Am	ounts (L	ines 1-7)		Part 3: Total*	0.00 2,459.57
Part 4: Tax Colle 1. Cost of all cert 2. Delinquent tax	ector Certified Am	ounts (L	ines 1-7)		Part 3: Total*	2,459.57 0.00
Part 4: Tax Colle 1. Cost of all cert 2. Delinquent tax	ector Certified Am ificates in applicant's es paid by the applicant baid by the applicant	ounts (L	ines 1-7)		Part 3: Total*	0.00 2,459.57 0.00 1,088.16
Part 4: Tax Colle 1. Cost of all cert 2. Delinquent tax 3. Current taxes	ector Certified Am ificates in applicant's es paid by the applicant paid by the applicant mation report fee	ounts (L	ines 1-7)		Part 3: Total*	0.00 2,459.57
Part 4: Tax Colle 1. Cost of all cert 2. Delinquent tax 3. Current taxes 4. Property inform 5. Tax deed appli	ector Certified Am ificates in applicant's es paid by the applicant paid by the applicant mation report fee	possessio	ines 1-7) n and othe	(**	Part 3: Total*	0.00 2,459.57 0.00 1,088.16 200.00
Part 4: Tax Colle 1. Cost of all cert 2. Delinquent tax 3. Current taxes 4. Property inform 5. Tax deed appli	ector Certified Am ificates in applicant's es paid by the applicant paid by the applicant mation report fee	possessio	ines 1-7) n and othe	(**	Part 3: Total* leemed by applicant lotal of Parts 2 + 3 above r Instructions, page 2)	2,459.57 0.00 1,088.16 200.00 175.00
Part 4: Tax Colle 1. Cost of all cert 2. Delinquent tax 3. Current taxes 4. Property inform 5. Tax deed appli 6. Interest accrue 7. I certify the above in	ector Certified Am ificates in applicant's es paid by the applicant paid by the applicant mation report fee ication fee ed by tax collector und	possessionant	ines 1-7) n and othe	ee Tax Collecto	Part 3: Total* leemed by applicant lotal of Parts 2 + 3 above	2,459.57 0.00 1,088.16 200.00 175.00 0.00 3,922.73
Part 4: Tax Colle 1. Cost of all cert 2. Delinquent tax 3. Current taxes 4. Property inform 5. Tax deed appli 6. Interest accrue 7. I certify the above in	ector Certified Am ificates in applicant's es paid by the applicant paid by the applicant mation report fee ication fee ad by tax collector und	possessionant	ines 1-7) n and othe	ee Tax Collecto	Part 3: Total* leemed by applicant lotal of Parts 2 + 3 above r Instructions, page 2) Total Paid (Lines 1-6)	0.00 2,459.57 0.00 1,088.16 200.00 175.00 0.00 3,922.73

Send this certification to the Clerk of Court by 10 days after the date signed. See Instructions on Page 2

+12.50

			3		5512272
Par	rt 5: Clerk of Court Certified Amounts (Lines 8-14)	Tie Speak	The second		
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.	Tot	al Paid (L	ines 8-13)	3)	
15.	Plus one-half of the assessed value of homestead property, if applicable unde F.S.	er s. 197.50	02(6)(c),	51,466	8. 0 0
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)				
Sign I	here: Date Signature, Clerk of Court or Designee	of sale	09/03/2	/2025	

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

Application Number: 2500120

To: Tax Collector of	ESCAMBIA COUNTY	_, Florida	
I,			
FIG 20, LLC FIG 20, LLC FBO SEC PO BOX 12225 NEWARK, NJ 07101-			
hold the listed tax certi	ficate and hereby surrender the	e same to the Tax	Collector and make tax deed application thereon
Account Number	Certificate No.	Date 1	Legal Description
08-2151-000	2023/3654	06-01-2023	LT 301 BLK 15 NAVY POINT PB 1 P 100 OR 6656 P 1616 CA 222
 redeem all o pay all deline pay all Tax 0 Sheriff's cost 	ts, if applicable.	nterest covering the	·
which are in my posses Electronic signature FIG 20, LLC FIG 20, LLC FBO SI	ession. on file	auon is dased and	an other certificates of the same legal description
PO BOX 12225 NEWARK, NJ 071			04-16-2025 Application Date

Applicant's signature



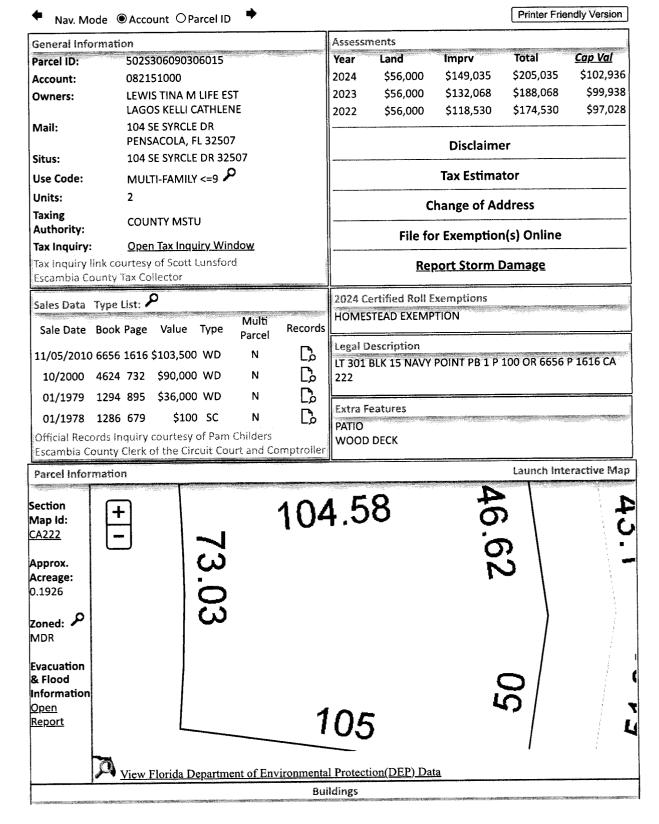
Gary "Bubba" Peters Escambia County Property Appraiser

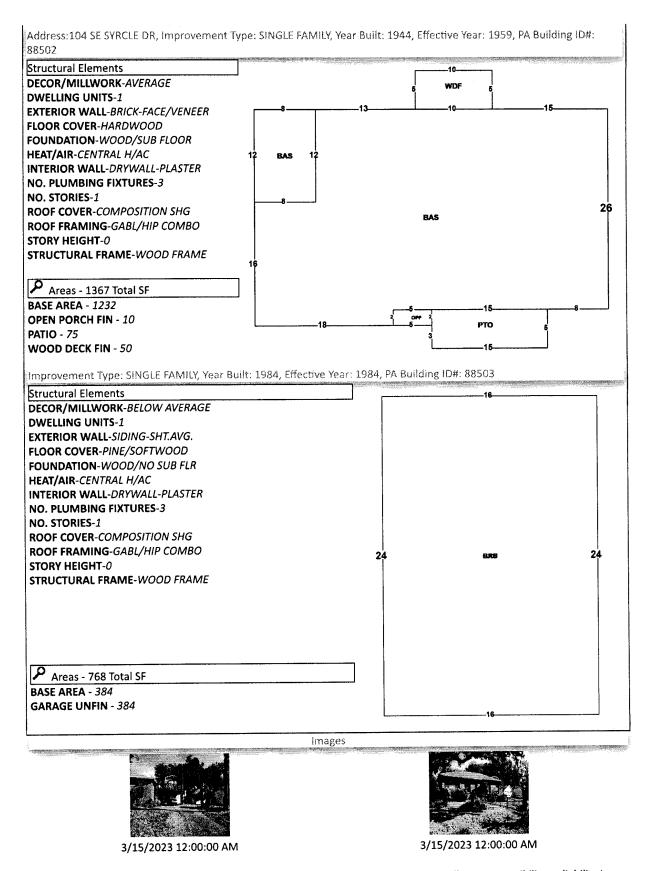
Real Estate Search

Tangible Property Search

Sale List

<u>Back</u>





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.





PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

Tax Deed Sales - Redeemed From Sale
Account: 082151000 Certificate Number: 003654 of 2023

Date Of Redemption	5/8/2025	16		
Clerk's Check	1	Clerk's Total	\$774.00	
Postage	\$0.00	Tax Deed Court	Registry \$740.00	
Payor Name	TINA M LEWIS 104 SE SYRCI PENSACOLA, E	E DR		\$
Notes				\$
	Submit	Reset Print P Commit Red		ecelpt

Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2025033464 5/9/2025 7:53 AM OFF REC BK: 9314 PG: 1346 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That FIG 20 LLC holder of Tax Certificate No. 03654, 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 301 BLK 15 NAVY POINT PB 1 P 100 OR 6656 P 1616 CA 222

SECTION 50, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 082151000 (0925-04)

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

TINA M LEWIS LIFE ESTATE and KELLI CATHLENE LAGOS

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 September, which is the 3rd day of September 2025.

Dated this 9th 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.

COMPTRO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2025033466 5/9/2025 7:56 AM OFF REC BK: 9314 PG: 1350 Doc Type: RTD

RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 9314, Page 1346, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 03654, issued the 1st day of June, A.D., 2023

TAX ACCOUNT NUMBER: 082151000 (0925-04)

DESCRIPTION OF PROPERTY:

LT 301 BLK 15 NAVY POINT PB 1 P 100 OR 6656 P 1616 CA 222

SECTION 50, TOWNSHIP 2 S, RANGE 30 W

NAME IN WHICH ASSESSED: TINA M LEWIS LIFE ESTATE and KELLI CATHLENE LAGOS

Dated this 9th day of May 2025.

COMPTRO

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 REP	ORT IS ISSUED TO:			
SCOTT LUNSFORD, E	SCAMBIA COUNTY TAX	COLLECTOR		
TAX ACCOUNT #:	08-2151-000	CERTIFICATE #: _	2023-36	54
REPORT IS LIMITED	TITLE INSURANCE. THI TO THE PERSON(S) EXPI PRT AS THE RECIPIENT(S	RESSLY IDENTIFIED I	BY NAME IN THE	E PROPERTY
listing of the owner(s) of tax information and a list	pared in accordance with the frecord of the land describe ting and copies of all open of the Official Record Book ge 2 herein.	d herein together with cu or unsatisfied leases, mor	rrent and delinque tgages, judgments	nt ad valorem and
and mineral or any subst	to: Current year taxes; taxes urface rights of any kind or so, boundary line disputes.			
	sure or guarantee the validity nee policy, an opinion of titl			
Use of the term "Report"	" herein refers to the Proper	ty Information Report an	d the documents at	tached hereto.
Period Searched:J	June 18, 2005 to and includ	ling June 18, 2025	Abstractor:	Andrew Hunt
BY				
Malphel				

Michael A. Campbell, As President Dated: June 19, 2025

PROPERTY INFORMATION REPORT

CONTINUATION PAGE

June 19, 2025

Tax Account #: 08-2151-000

1. The Grantee(s) of the last deed(s) of record is/are: TINA M LEWIS AS TO A LIFE ESTATE AND KELLI CATHLENE LAGOS AS TO A REMAINDER INTERST

By Virtue of Warranty Deed recorded 11/10/2010 in OR 6656/1616

- 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 Merrill Lynch Credit Corporation recorded 11/3/2000 OR 4624/734
 - b. Lien in favor of Emerald Coast Utilities Authority recorded 6/18/2014 OR 7183/1001
 - c. Civil Code Enforcement Judgment in favor of Escambia County recorded 4/6/2011 OR 6707/1093
 - d. Code Enforcement Order in favor of Escambia County recorded 12/28/2005 OR 5807/1258 together with Order recorded 8/20/2007 OR 6203/347
- 4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 08-2151-000 Assessed Value: \$102,936.00

Exemptions: HOMESTEAD EXEMPTION

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

CERTIFICA	TION.	PROPER	TV INI	FORMATION	REPORT	FOR TDA
CENTITICA	HUI.	INVIE	711111	VINIALION	INCI ON I	TUNIDA

TAX DEED SALE DATE:	SEPT 3, 2025
TAX ACCOUNT #:	08-2151-000
CERTIFICATE #:	2023-3654
those persons, firms, and/or agencies havin	a Statutes, the following is a list of names and addresses of g legal interest in or claim against the above-described rtificate is being submitted as proper notification of tax deed
YES NO ☐ ☐ Notify City of Pensacola, P.O ☐ Notify Escambia County, 190 ☐ Homestead for 2024 tax ye	Governmental Center, 32502
TINA M LEWIS AND KELLI CATHLENE LAGOS 104 SE SYRCLE DR PENSACOLA, FL 32507	ESCAMBIA COUNTY CODE ENFORCEMENT 3363 W PARK PL PENSACOLA, FL 32505
MERRILL LYNCH CREDIT CORP 4802 DEER LAKE DR E JACKSONVILLE, FL 32246-6484	EMERALD COAST UTILITIES AUTHORITY 9255 STURDEVANT ST PENSACOLA, FL. 32514-0311

Certified and delivered to Escambia County Tax Collector, this 19th day of June 2025.

PERDIDO TITLE SOLUTIONS, A DIVISION OF PERDIDO TITLE & ABSTRACT, INC.

BY: Michael A. Campbell, As Its President

Malphel

NOTE: The above-mentioned addresses are based upon current information available, but addresses are not guaranteed to be true or correct.

PROPERTY INFORMATION REPORT

June 19, 2025 Tax Account #:08-2151-000

LEGAL DESCRIPTION EXHIBIT "A"

LT 301 BLK 15 NAVY POINT PB 1 P 100 OR 6656 P 1616 CA 222

SECTION 50, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 08-2151-000(0925-04)

Recorded in Public Records 11/10/2010 at 08:57 AM OR Book 6656 Page 1616, Instrument #2010073825, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$44.00 Deed Stamps \$724.50

This Document Prepared By:

William E. Farrington, II
Wilson, Harrell, Farrington, Ford,
Fricke, Wilson & Spain, P.A.
13020 Sorrento Road
Pensacola, FL 32507
File #1-45646

STATE OF FLORIDA COUNTY OF ESCAMBIA

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that WALLACE E. JONES and MAYA M. JONES, husband and wife, whose address is 4995 Prieto Drive, Pensacola, FL 32506, "Grantor," for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does bargain, sell, convey and grant unto TINA M. LEWIS, for a life estate, without any liability for waste, and with full power and authority in said life tenant to sell, convey, mortgage, lease, or otherwise manage and dispose of the property described herein, in fee simple, with or without consideration, without joinder of the remainderman or remaindermen, and with full power and authority to retain any and all proceeds generated thereby, and the remainder (if any) to KELLI CATHLENE LAGOS, and [his/her/their] [respective] successors and assigns forever (collectively, "Grantee"), whose post office address is 104 SE Syrcle Drive, Pensacola, FL 32507, in and to the following described real property situate, lying and being in the County of Escambia, State of Florida, to-wit:

Lot 301, Block 15, Navy Point, a subdivision of a portion of Section 50, Township 2 South, Range 30 West, Escambia County, Florida, according to the plat thereof, recorded in Plat Book 1, Page(s) 100A, 100B and 100C, of the Public Records of said County.

Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, free from all exemptions and right of homestead.

Subject to zoning and other requirements imposed by governmental authorities; restrictions and matters appearing on the plat, if there is a recorded plat, or otherwise common to the subdivision, if the property is located within a subdivision; valid easements and mineral reservations of record affecting the property, if any, which are not hereby reimposed; and taxes for the current and subsequent years.

Grantor covenants that she is lawfully seized of an indefeasible estate in fee simple in the said property and has a good right to convey the same; that said property is free from encumbrances except as set forth above; that Grantee shall have the peaceable and quiet possession thereof; and that Grantor fully warrants the title to said property and will defend the same against the lawful claims of all persons whomsoever.

WE. A. 3W

BK: 6656 PG: 1617

IN WITNESS WHEREOF, Grantor has signed and sealed these presents effective the 5th day of November, 2010.

Signed, sealed and delivered in the presence of:

Print Name: Trank Retub

WALLACE E. JONES

Print Name: ANNA REEVES

MAYA M IONES

STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of November, 2010, by WALLACE E. JONES and MAYA M. JONES, who is personally known to me or produced military I.D. as identification.

TRACY RATZIN
MY COMMISSION # DD 965992
EXPIRES: April 11, 2014
Bonded Thrus Budget Notary Services

-SEAL-

(Print/Type Name)

BK: 6656 PG: 1618

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: 104 SE Syrcle Drive

LEGAL ADDRESS OF PROPERTY: 104 SE Syrcle Drive, Pensacola, Florida 32507

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

This form completed by:

Wilson, Harrell, Farrington & Ford, P.A.

13020 Sorrento Road Pensacola, FL 32507

AS TO SELLER(S):

WITNESSES TO SELLER(S):

WITNESSES TO BUYER(S):

Printed Name: Tracy Reduction

June Porker

Printed Name: Jimmy Porker

This form approved by the **Escambia County Board** of County Commissioners

Effective: 4/15/95

BK: 6656 PG: 1619

OCT-25-2010 MON 03:52 PM

ECHD PERMITTING

FAX No. 850 595 6774

P. 002

ESCAMBIA COUNTY HEALTH DEPARTMENT ENVIRONMENTAL HEALTH DIVISION

1300 WEST GREGORY STREET PENSACOLA, FL 32502

October 25, 2010

Wallace E. and Maya M. Jones c/o George Lagos 201 West Winthrop Avenue Pensacola, FL 32507

RE: Three Bedroom
Single Family Residence
104 Southeast Syrcle Drive
Pensacola, FL 32507

Parcel ID No: 50-2S-30-6090-306-015

Dear Mr. and Mrs. Jones:

Environmental Health conducted an inspection of the Onsite Sewage Treatment and Disposal System (OSTDS) at the above referenced location on October 22, 2010. The condition(s) stated below outline the department's assessment of the OSTDS:

Status of Property:

The premise was vacant at the time of our inspection and no overflows were observed. Because there were no occupants living in the residence, no sewage flow was being generated; therefore, our ability to fully assess the functionality of the system was limited.

Septic Tank Compartment:

The condition of the internal structure of the tank compartment could not be determined because the tank was not opened for a visual inspection. However, a limited external inspection of the tank was conducted.

- Our inspection revealed that the OSTDS tank compartment appeared to be constructed of brick and appeared to be deteriorated. The condition of the internal structure of the tank compartment could not be determined because the tank was not opened for a visual inspection. The structural integrity of the tank compartment is questionable; therefore, it is highly recommended that an authorized contractor inspect the internal structure of the tank. If conducted the inspection must be done at the property owner's expense. A copy of the certification should be faxed (595-6777) to Environmental Health. When the tank inspection report is received by our department, we will review the report and make a determination on the status of the tank compartment at that time. Also, a determination will be made regarding utilization of the existing drainfield if the existing tank compartment must be replaced.
- An irrigation well is located 10 (ten) feet from the OSTDS. Florida Administrative Code (FAC) 64E-6 requires a minimum setback of 50 feet for non-potable wells. In the event repairs are necessary to the OSTDS, a repair permit will not be issued and the well or the drainfield will have to be relocated. This Item is for informational purposes only and no action is required at this time.

Drainfield System:

The drainfield system was probed and the soil adjacent to the drainfield was augured to assess the system's functionality.

 The drainfield was completely obstructed by the brick patio; therefore, the functionality of the system could not be fully inspected. In the event a repair to the OSTDS is warranted BK: 6656 PG: 1620 Last Page

OCT-25-2010 MON 03:52 PM

ECHD PERMITTING

FAX No. 850 595 6774

P. 003

Page 2 of 2 October 25, 2010 104 Southeast Syrcle Drive

In the future, the drainfield may need to be modified to meet the code requirements and the system must be completely unobstructed.

 A sewage flow has not been generated for some time; therefore, the functionality of the system could not be determined.

Conclusion:

No action is required at this time. This letter does not imply that the system will perform
optimally for a specific period of time.

This inspection will be honored for a period of nine months. If we can be of further assistance, please do not hesitate to call us at (850) 595-6786.

Sincerely,

Barry L. Evans

Environmental Supervisor I

BLE/cp/er OSTDS # 10-0388 Call for pickup: Tina Lewis 455-7584 Acct. No. 4802104

BIL

26700

OR BK 4624 PGO 734 Escambia County, Florida INSTRUMENT 2000-785503

NTG DOC STANPS PD 0 ESC CD \$ 267.75

INTRIGIALE TAX PO 0 ESC CO \$ 153.00

MORTGAGE

THIS MORTGAGE is dated as of October 30, 2000, and is an agreement BETWEEN, Wallace E. Jones and Maya M. Jones, husband and wife who reside at 400 Labree Road Pensacola, Florida 32507 as the mortgagors, and Merrill Lynch Credit Corporation, a Delaware corporation, whose street address is 4802 Deer Lake Drive East, Jacksonville, Florida 32246-6484, as the mortgagee.

Throughout this Mortgage, "we", "us" and "our" refer to the person or persons who sign this Mortgage, and "Merrill Lynch" refers to Merrill Lynch Credit Corporation, the mortgagee, or anyone to whom this Mortgage is assigned.

DESCRIPTION OF SECURITY

By signing this Mortgage, we mortgage to Merrill Lynch the following described property located in the County of Escambia, Florida, subject to the terms of this Mortgage:

Legal description attached hereto and made a part hereof.

This property has the address of 104 Se Syrcle Drive Pensacola, Florida 32507 and, together with the interests described below relating to this property, is called the "Property" in this Mortgage.

In addition to mortgaging to Merrill Lynch the property described above, we also mortgage to Merrill Lynch the following interests relating to that property: (a) all buildings and other structures located on the property; (b) all rights we may have in any roads and alleys next to the property or in any minerals, oil and gas rights and profits, water, water rights, and water stock which are a part of the property; (c) all rents and royalties from the property and any proceeds from the condemnation of, or insurance payments concerning losses to, the property; and (d) all fixtures now on the property or later placed on the property, including replacements of, and additions to, those fixtures. Our mortgage to Merrill Lynch of the rights and interests described above includes all rights and interests which we now have or which we may acquire in the future. For example, if the security mortgaged under this Mortgage is a leasehold estate, and we subsequently acquire fee title to the property subject to the leasehold estate, the rights and interests mortgaged to Merrill Lynch by this Mortgage will include the fee title to the property that we acquire.

OBLIGATIONS BEING SECURED

We have signed this Mortgage to secure (a) the payment to Merrill Lynch of a revolving line of credit debt in the amount of U.S. \$76,500.00, or so much of that debt as may be outstanding, plus all accrued interest, fees and other charges owed under the Merrill Lynch Equity Access® Agreement (the "Agreement") relating to this Mortgage; (b) the payment of any amounts advanced by Merrill Lynch to protect the security of this Mortgage, with interest on those amounts; (c) the performance by the persons who signed the Agreement of their obligations under the Agreement; and (d) our performance of our obligations under this Mortgage. The Agreement and this Mortgage, taken together, are called the "Credit Documents." The term Agreement shall include all modifications, extensions, and renewals thereof. All sums owed under the Agreement become due and payable in full on October 30, 2010.

Any sum or sums which may be loaned or advanced by the Mortgagee to the Mortgagor at any time together with interest thereon at the rate agreed upon at the time of such loan or advance, shall be equally secured with and have the same priority as the original indebtedness and be subject to all the terms and provisions of this Mortgage; provided that the aggregate amount of the principal outstanding at any time shall not exceed three times the original principal amount secured by this Mortgage.

THIS INSTRUMENT WAS PREPARED BY: Sandra Stolze Merrill Lynch Credit Corporation P.O. Box 45151 Jacksonville, FL 32232 RETURN BY MAIL TO:

Merrill Lynch Credit Corporation P.O. Box 45151 Jacksonville, FL 32232

FL EQUITY/PRIME (1-22-97) HEFLMTG Florida Mortgage



REPRESENTATIONS AND OBLIGATIONS CONCERNING THE PROPERTY

We promise that except for the "Exceptions" listed in any title insurance policy which insures Merrill Lynch's rights in the Property: (a) we lawfully own the Property; (b) we have the right to mortgage the Property to Merrill Lynch; and (c) there are no outstanding claims or charges against the Property.

We give a general warranty of title to Merrill Lynch. This means that we will be fully responsible for any losses which Merrill Lynch suffers because someone other than us has some of the rights in the Property which we promise that we have. We promise that we will defend our ownership of the Property against any claims of such rights.

We further promise that we will neither take nor permit any action to partition or subdivide all or part of the Property, or change in any way the condition of title to all or part of the Property.

PROVISIONS OF THE AGREEMENT

We understand that the Agreement calls for a variable interest rate, and that Merrill Lynch may, prior to the end of the term of the Agreement and under certain circumstances specified in the Agreement, cancel its obligation to make future advances, and/or require accelerated repayment of the outstanding balance, under the Agreement. The Agreement provisions below relate to the variable interest rate.

Paragraphs 8(a), (b) and (c) of the Agreement, entitled "Interest," provide as follows:

- (a) ANNUAL INTEREST RATE. The annual interest rate applied to our Outstanding Principal Balance is calculated daily and equals the Prime Rate plus one and one half percent (1.50%).
- (b) PRIME RATE. The Prime Rate for any date is the "prime rate" published by <u>The Wall Street Journal</u> for that date. If a "prime rate" range is published by <u>The Wall Street Journal</u>, then the highest rate of that range will be used. If <u>The Wall Street Journal</u> does not publish a prime rate or a prime rate range for any date, then the prime rate or the highest rate of the prime rate range published by <u>The Wall Street Journal</u> for the most recent day within four (4) days prior to that date, for which <u>The Wall Street Journal</u> does publish a prime rate or a prime rate range, will be used.

If <u>The Wall Street Journal</u> fails to publish a prime rate or a prime rate range for any date or for any day within four (4) days prior to that date, Merrill Lynch will use a substitute index, to be determined at that time, that has an historical movement substantially similar to that of the prime rate published in <u>The Wall Street Journal</u>, and that would result in an annual percentage rate substantially similar to the rate in effect at the time the prime rate published in <u>The Wall Street Journal</u> becomes unavailable.

(c) VARIABLE INTEREST RATE. This Agreement provides that the annual interest rate will change when the Prime Rate changes, which means that an increase or decrease in the annual interest rate will take effect on the day the Prime Rate changes.

The maximum corresponding (nominal) ANNUAL PERCENTAGE RATE will not exceed _____17.00_ percent.

Decreases in the annual interest rate are mandatory as the Prime Rate decreases. We understand that we will not be provided with any advance notice of changes in the annual interest rate or the Prime Rate.

PROMISES AND AGREEMENTS

We agree with Merrill Lynch as follows:

- 1. <u>PAYMENT OF PRINCIPAL AND INTEREST</u>. Except as limited by paragraph 10 of this Mortgage, we shall promptly pay when required by the Agreement, the principal and interest due under the Agreement, together with any late charges and other charges imposed under the Agreement.
- 2. APPLICATION OF PAYMENTS. Unless prohibited by law, all payments received by Merrill Lynch under the Agreement and this Mortgage shall be applied by Merrill Lynch first to reduce any sums outstanding under the line of credit secured by this Mortgage (the "Account") which are in excess of the credit available under the Account, then in payment of amounts payable to Merrill Lynch by us under paragraphs 6 and 23 of this Mortgage, then to charges payable under the Agreement (other than those specifically identified in this paragraph 2) then to interest, and then to the principal payable under the Agreement.
- 3. PRIOR MORTGAGES AND DEEDS OF TRUST; CHARGES; LIENS. We shall fully and timely perform all of our obligations under any mortgage, deed of trust or other security agreement which is prior to this Mortgage, including our obligations to make any payments when due.

We shall pay or cause to be paid, at least ten (10) calendar days before delinquency, all taxes, assessments and other charges, fines and impositions relating to the Property and all encumbrances, charges, loans and liens (other than any prior mortgage or deed of trust) on the Property which may become prior to this Mortgage, and leasehold payments or ground rents, if any. We shall deliver to Merrill Lynch, upon its request, receipts evidencing such payment. If, at the time Merrill Lynch elects to terminate Account as provided in paragraph 15 below, there is an assessment which is payable in installments at our election or at the election of the lessee of the Property, that assessment will nevertheless be considered entirely due

and payable on the day the first installment becomes due or payable or a lien.

OR BK 4624 PGO736 Escambia County, Florida INSTRUMENT 2000-785503

4. <u>FIAZARD INSURANCE</u>. We shall, at our cost, keep the improvements now existing or later erected on the Property insured against loss by fire, by hazards included within the term "extended coverage," and by such other hazards (collectively referred to as "Hazards") as Merrill Lynch may require. We shall maintain Hazard insurance for the entire term of the Agreement, or as long as Merrill Lynch may require, in an amount equal to the lesser of (a) the replacement value of the improvements located on the Property or (b) the maximum amount of the Account plus the outstanding amount of any obligation prior to this Mortgage, but in no event shall such amounts be less than the amount necessary to satisfy any coinsurance requirement contained in the insurance policy.

We may choose the insurance company subject to approval by Merrill Lynch, provided that such approval may not be unreasonably withheld. All insurance policies, including renewals, must be in form acceptable to Merrill Lynch and must include a standard mortgagee clause in favor of and in a form acceptable to Merrill Lynch. Merrill Lynch shall have the right to hold the policies and renewals, subject to the terms of any mortgage, deed of trust or other security agreement which is prior to this Mortgage. If we pay the premiums directly, we shall promptly furnish to Merrill Lynch all renewal notices and, if requested by Merrill Lynch, all receipts of paid premiums. If policies and renewals are held by any other person, we shall supply copies of them to Merrill Lynch within ten (10) calendar days after they are issued.

In the event of loss, we shall give prompt notice to the insurance company and Merrill Lynch. Merrill Lynch may make proof of loss if not made promptly by us.

Subject to the rights and terms of any mortgage, deed of trust or other security agreement which is prior to this Mortgage, the amounts collected by us or Merrill Lynch under any Hazard insurance policy may, at Merrill Lynch's sole discretion, either be applied to the sums secured by this Mortgage (after payment of all reasonable costs, expenses and attorneys' fees necessarily paid or incurred by Merrill Lynch and us in this connection) and in whatever order Merrill Lynch may determine or be released to us for use in repairing or reconstructing the Property. Merrill Lynch has the authority to do any of the above. Regardless of any application or release by Merrill Lynch, as described above, this shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

If the Property is abandoned by us, or if we fail to respond to Merrill Lynch in writing within thirty (30) calendar days from the date notice is given to us by Merrill Lynch that the insurance company offers to settle a claim for insurance benefits, Merrill Lynch shall have the authority to settle the claim and to collect and apply the insurance proceeds at Merrill Lynch's sole option either to restoration or repair of the Property or to the sums secured by this Mortgage.

If the Property is acquired by Merrill Lynch, all of our right, title and interest in and to any insurance proceeds resulting from the damage to the Property prior to such acquisition shall become the property of Merrill Lynch to the extent of the sums secured by this Mortgage immediately prior to such acquisition.

5. PRESERVATION AND MAINTENANCE OF PROPERTY; LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS. We shall: (a) use, improve and maintain the Property in compliance with applicable laws, statutes, ordinances, orders, requirements, decrees or regulations; (b) keep the Property in good condition and repair, including the repair or restoration of any improvements on the Property which may be damaged or destroyed, and shall pay when due all claims for labor performed and materials furnished therefor; (c) not commit or permit waste or permit impairment or deterioration of the Property; and (d) fully and promptly comply with the provisions of any lease if this Mortgage is on a leasehold.

If this Mortgage is on a unit in a condominium project or a planned unit development, we shall promptly perform all of our obligations under the declaration or covenants creating or governing the condominium project or planned unit development, and the by-laws, regulations and other documents of the condominium project or planned unit development, including any amendments. If a condominium or planned unit development rider is executed by us and recorded together with this Mortgage, the covenants and agreements of that rider shall become a part of this Mortgage as if the rider were included in this document itself.

6. **PROTECTION OF MERRILL LYNCH'S SECURITY.** We shall appear in and defend any action or proceeding purporting to affect the security of this Mortgage or the rights or powers of Merrill Lynch under this Mortgage.

If we fail to do what is required of us in this Mortgage or the persons who sign the Agreement fail to do what is required of them under the Agreement, or if any action or proceeding is commenced naming Merrill Lynch as a party or affecting Merrill Lynch's interest in the Property or the rights or powers of Merrill Lynch, then Merrill Lynch without demand upon us but upon notice to us as provided in paragraph 11 below, may, without releasing us from any obligation under this Mortgage, do whatever Merrill Lynch believes is necessary, including any disbursement of funds, to protect the security of this Mortgage.

If Merrill Lynch has required mortgage insurance as a condition of opening the Account, we shall pay the premiums required to maintain that insurance in effect until it is no longer required by Merrill Lynch or applicable law.

Any amounts disbursed by Merrill Lynch pursuant to this paragraph 6, with interest at the variable interest rate in effect under the Agreement from time to time, shall be paid by us and are secured by this Mortgage. Unless we agree, in writing, with Merrill Lynch to other terms of payment, such amounts shall be payable upon request of Merrill Lynch. Merrill Lynch is never required to incur any expense or take any action under this Mortgage and any action taken shall not release us from any obligation in this Mortgage.

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- 7. <u>INSPECTION.</u> Merrill Lynch may make or cause to be made reasonable entries upon and inspections of the Property. Unless it is an emergency, Merrill Lynch shall give us notice (see paragraph 11 below) prior to an inspection specifying reasonable cause for the inspection.
- 8. CONDEMNATION. A taking of property by any governmental authority by eminent domain is known as a "condemnation." The proceeds of any award or claim for damages, direct or consequential, relating to any condemnation, conveyance or other taking of all or part of the Property, are hereby assigned and shall be paid to Merrill Lynch, subject to the terms of any mortgage, deed of trust or other security agreement which is prior to this Mortgage. We agree to execute whatever documents are required by the condemning authority to carry out this paragraph. Merrill Lynch shall have the authority to apply or release the condemnation proceeds or settle for those proceeds in the same way as provided in this Mortgage for disposition or settlement of proceeds of Hazard insurance. No settlement for condemnation damages may be made without Merrill Lynch's prior written approval.
- 9. CONTINUATION OF OUR OBLIGATIONS AND MERRILL LYNCH'S RIGHTS. Extension of the time for payment, acceptance by Merrill Lynch of payments other than according to the terms of the Agreement, modification in payment terms of the sums secured by this Mortgage granted by Merrill Lynch to any of our successors or the waiver or failure to exercise any right granted in this Mortgage or under the Agreement shall not release, in any manner, our liability, or that of our successors in interest, or any guarantor or surety of our liability. Merrill Lynch shall not be required to start proceedings against such successor or refuse to extend time for payment or otherwise modify payment terms of the sums secured by this Mortgage by reason of any demand made by us or our successors.

No act or failure to act of Merrill Lynch shall waive any of Merrill Lynch's rights or remedies under this Mortgage unless the waiver is in writing and signed by Merrill Lynch. Any waiver shall apply only to the extent specifically set forth in the writing. A waiver as to one event shall not be a waiver as to any other event. Obtaining insurance, or paying taxes, other liens or charges shall not be a waiver of Merrill Lynch's right under this Mortgage to accelerate the maturity of the sums secured by this Mortgage in the event of a default under this Mortgage or the Agreement.

10. SUCCESSORS AND ASSIGNS BOUND; JOINT AND SEVERAL LIABILITY; WAIVERS; CO-SIGNERS; CAPTIONS. The agreements contained in this Mortgage shall bind, and the rights under this Mortgage shall extend to, the respective successors, heirs, legatees, devisees, administrators, executors and assigns of Merrill Lynch and us. All of the agreements made by us (or our successors, heirs, legatees, devisees, administrators, executors and assigns) shall be joint and several. This means that any one of us may be required to individually fulfill the agreements.

We hereby expressly waive any rights or benefits of homestead, redemption, dower and/or curtesy which we may have under applicable law.

Any person who co-signs this Mortgage, but does not execute the Agreement, (a) is co-signing this Mortgage only to encumber that person's interest in the Property under the lien and the terms of this Mortgage and to release homestead, redemption, curtesy and/or dower rights, if any, (b) is not personally liable under the Agreement or under this Mortgage, and (c) agrees that Merrill Lynch and any of us or any of the parties to the Agreement may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Agreement, without the consent of the rest of us and without releasing the rest of us or modifying this Mortgage as to the interest of the rest of us in the Property.

The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define its provisions. In this Mortgage, whenever the context so requires, the masculine gender includes the feminine and/or neuter, the singular number includes the plural, and the plural number includes the singular.

- 11. NOTICES. Except where applicable law requires otherwise:
- (a) To give us any notice under this Mortgage, Merrill Lynch will hand deliver the notice to us, or mail the notice to us by first class mail, or by registered or certified mail. Merrill Lynch will deliver or mail the notice to us at the address of the Property, or at any other address of which we have given Merrill Lynch written notice as provided in this paragraph;
- (b) To give the persons who sign the Agreement any notice under this Mortgage, Merrill Lynch will hand deliver the notice to such persons or mail the notice to such persons by first class mail, or by registered or certified mail. Merrill Lynch will deliver or mail the notice to such persons at the address indicated in the Agreement, or at any other address of which such persons have given Merrill Lynch such notice as provided in the Agreement; and
- (c) To give Merrill Lynch any notice under this Mortgage, we will mail the notice to Merrill Lynch by first class mail, or by registered or certified mail, at the address specified on our most recent monthly billing statement for the receipt of such notices. We may also give Merrill Lynch such notice at any other address of which Merrill Lynch has given us written notice as provided in this paragraph.

Except as otherwise provided in this Mortgage, any notice provided for in this Mortgage must be in writing and is considered given on the day it is delivered by hand or deposited in the U.S. Mail, as provided above.

12. GOVERNING LAW; SEVERABILITY. Florida law applies to this Mortgage. This does not limit, however, the applicability of federal law to this Mortgage. If any provision of this Mortgage is held to be invalid, illegal, or unenforceable by any court, that provision shall be deleted from this Mortgage and the balance of this Mortgage shall be interpreted as if the deleted provision never existed.

OR BK 4624 P60738 Escapbia County, Florida INSTRUMENT 2000-785503

- 13. OUR COPY. We shall receive a copy of the Agreement and of this Mortgage at the time they are signed or after this Mortgage is recorded.
- 14. EXERCISING REMEDIES. Merrill Lynch may exercise all of the rights and remedies provided in this Mortgage and in the Agreement, or which may be available to Merrill Lynch by law, and any of these rights and remedies may be exercised individually, or they may be exercised together, at Merrill Lynch's sole discretion, and may be exercised as often as the right to do so occurs.

15. POSSIBLE ACTIONS.

Merrill Lynch has the right under certain circumstances specified in the Credit Documents to (a) automatically terminate the Account and require repayment of any amounts outstanding under the Account, plus the entire accrued interest, and other charges imposed on the Account, (b) prohibit additional extensions of credit without requiring accelerated payment of the amounts outstanding under the Account ("freeze" the Account) or (c) reduce the credit limit on the Account.

- (a) NOTICE. Merrill Lynch will have the right to terminate, temporarily or permanently freeze, or reduce the credit limit in the Account immediately upon Merrill Lynch giving notice to us and to the persons who sign the Agreement (see paragraph 11 above) of one of the events listed in paragraph 15(b) below. Paragraph 15(c) specifies additional circumstances under which Merrill Lynch may temporarily freeze or reduce the credit limit in the Account. Actions under paragraph 15(c) need not be preceded by the notice specified in this subparagraph.
- (b) TERMINATION AND ACCELERATION. Merrill Lynch can terminate the Account and demand repayment of the entire outstanding balance in advance of the original term if:
 - (A) The persons who sign the Agreement fail to meet the repayment terms under the Credit Documents; except that, under this subparagraph only, there is a thirty (30) day grace period within which Merrill Lynch will not terminate the account and which begins to run on the day after the notice is given and expires at 11:59 p.m. Eastern time on the last day of the period; or
 - (B) Merrill Lynch receives actual knowledge that the persons who sign the Agreement have intentionally (i) omitted material information from, or in connection with, their credit application, (ii) made any material statements that are false or misleading on, or in connection with, their credit application, (iii) committed any fraud or made any material misrepresentation in connection with the Account; or
 - (C) Without the prior written consent of Merrill Lynch, (i) we, or any person who signs the Agreement, agree to sell, transfer or assign the Property or any interest in the Property; or (ii) the Property or any interest in the Property is sold, transferred or assigned; or
 - (D) We or any person who signs the Agreement fails to maintain insurance on the dwelling as required under paragraphs 4 and 6 of the Mortgage; or
 - (E) We or any person who signs the Agreement commits waste or permits impairment or deterioration of the Property, or otherwise destructively uses the Property, such that Merrill Lynch's security is adversely affected; or
 - (F) We or any person who signs the Agreement fails to pay taxes on the Property or takes some other action that results in the filing of a lien senior to that of Merrill Lynch which adversely affects Merrill Lynch's security; or
 - (G) A judgment against us is filed, if the amount of the judgment and the collateral subject to the judgment is such that Merrill Lynch's security in the Property is adversely affected; or
 - (H) Any action or inaction by us or any person signing the Agreement is taken that adversely affects Merrill Lynch's security for the Account or any right of Merrill Lynch in such security.

As an alternative remedy, and only if Merrill Lynch expressly states in the notice given under this paragraph, Merrill Lynch may temporarily or permanently freeze the Account or reduce the credit limit for the Account. If Merrill Lynch does not immediately terminate the Account and accelerate payment or take other action provided for in the Credit Documents, it has the right to take any of the permitted actions at a later time providing the condition allowing for termination of the Account and acceleration of payment still exists at that time.

In addition, despite any other terms of the Credit Documents, Merrill Lynch may freeze the Account immediately upon the occurrence of any violation or other event specified in this paragraph. Merrill Lynch can take this action without giving us notice and without declaring that the violation or other event allows Merrill Lynch to terminate the Account and accelerate payment.

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If Merrill Lynch terminates the Account, the amounts outstanding under the Account and any other amounts outstanding under the Credit Documents are immediately due and payable in full, and we will be required to immediately repay such amounts plus the entire accrued interest, and other charges imposed on the Account. If we do not do so, Merrill Lynch will have the right to invoke any remedy given it by any of the Credit Documents, or any other remedy available to Merrill Lynch under applicable law. This includes, without limitation, instituting foreclosure proceedings under this Mortgage.

If Merrill Lynch terminates or permanently freezes the Account, pursuant to this paragraph, all credit card(s) and unused checks obtained in connection with the Account must be immediately mailed to Merrill Lynch at the address specified on our most recent billing statement. In any event, once Merrill Lynch freezes or terminates the Account under this paragraph, the persons who sign the Agreement will no longer have any right to obtain additional advances under the Account.

Merrill Lynch shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees and the entire accrued interest, and other charges imposed on the Account. In the case of a foreclosure sale, the Property may be sold in one parcel.

- (c) TEMPORARY FREEZING OF THE ACCOUNT OR REDUCTION IN CREDIT LIMIT. Merrill Lynch can (a) freeze the Account; or (b) reduce the credit limit available to persons signing the Agreement during any period in which:
 - (1) the value of the Property declines significantly below its appraised value for purposes of the Account; or
- (2) Merrill Lynch reasonably believes that we or any person who signs the Agreement will be unable to fulfill the repayment obligations under the Account because of a material change in our financial circumstances or the financial circumstances of any person who signs the Agreement; or
- (3) we or any person who signs the Agreement is in default of any material obligation under the Agreement; or
- (4) government action prevents Merrill Lynch from imposing the annual percentage rate set forth in the Agreement; or
- (5) government action impairs Merrill Lynch's security interest in the Property to the extent that the value of the security interest is less than 120 percent of the credit line; or
- (6) a federal or state regulatory agency notifies Merrill Lynch that continued advances would constitute an unsafe and unsound practice; or
 - (7) the annual percentage rate reaches the maximum allowed under the Agreement.

Merrill Lynch need not reinstate credit privileges or increase the credit limit available unless we request such reinstatement and, after investigation, Merrill Lynch determines that the condition no longer exists.

If Merrill Lynch temporarily freezes the Account or reduces our credit limit, we will not be obligated to repay the amounts outstanding under the Account until the date such amounts are due, as specified in the Agreement.

If Merrill Lynch temporarily freezes the Account, pursuant to this paragraph, Merrill Lynch may, but is not required to, notify us that all credit card(s) and unused checks obtained in connection with the Account must be immediately mailed to Merrill Lynch at the address specified on our most recent billing statement. If Merrill Lynch exercises this option, and credit privileges are later reinstated, Merrill Lynch will issue checks and/or card(s) in accordance with the procedures described in paragraph 5. In any event, once Merrill Lynch temporarily freezes the Account under this paragraph, the persons who sign the Agreement will no longer have any right to obtain additional advances under the Account until credit privileges are reinstated.

16. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER: LENDER IN POSSESSION. As additional security, we hereby assign to Merrill Lynch the rents of the Property, provided that prior to acceleration under paragraph 15 above or the occurrence of a default or abandonment of the Property, we shall have the right to collect and retain such rents as they become due and payable. In any action to foreclose this Mortgage, Merrill Lynch shall be entitled to the appointment of a receiver.

Upon acceleration under paragraph 15 above, or abandonment of the Property, Merrill Lynch, at any time and without notice, in person, by agent or by judicially-appointed receiver, and without regard to or proof of either (a) depreciation of the value of the Property or (b) the insolvency of any person who signs the Agreement or (c) the value of the Property or (d) the adequacy of any security for the indebtedness secured by this Mortgage, shall be entitled to enter upon, take possession of, and manage the Property, and in its own name sue for or collect the rents of the Property, including those past due.

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All rents collected by Merrill Lynch or the receiver shall be applied first to payment of the costs of operation and management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Mortgage. Merrill Lynch and the receiver shall be liable to account only for those rents actually received.

The entering upon and taking possession of the Property and the collection and application of the rents shall not cure or waive any default or notice of a violation under this Mortgage or invalidate any act done pursuant to such notice.

We will not, without the written consent of Merrill Lynch, receive or collect rent from any tenant of all, or any part of, the Property for a period of more than one month in advance, and in the event of any default under this Mortgage will pay monthly in advance to Merrill Lynch, or to any receiver appointed to collect said rents, issues and profits, the fair and reasonable rental value for the use and occupation of the Property or that part of the Property in our possession, and upon default in any such payment will vacate and surrender the possession of the Property to Merrill Lynch or to such receiver, and may be evicted by summary proceedings.

- 17. <u>SATISFACTION</u>. Upon payment and discharge of all sums secured by this Mortgage and termination of the Account, this Mortgage shall become null and void and Merrill Lynch shall satisfy this Mortgage without charge to us. We shall pay all costs of recordation, if any.
- 18. REQUEST FOR NOTICES. Merrill Lynch requests that copies of notices of default, sale and foreclosure from the holder of any lien which has priority over this Mortgage be sent to Merrill Lynch at P.O. Box 45152, Jacksonville, Florida 32232.
- 19. INCORPORATION OF TERMS. All of the terms, conditions and provisions of the Agreement are incorporated by this reference into this Mortgage as if included in this Mortgage itself.
 - 20. TIME OF ESSENCE. Time is of the essence in this Mortgage, and the Agreement.
- 21. ACTUAL KNOWLEDGE. For purposes of this Mortgage and the Agreement, Merrill Lynch does not receive actual knowledge of information required to be conveyed to Merrill Lynch in writing by us until the date of actual receipt of such information at the address for notices specified in paragraph 11 above. Such date shall be conclusively determined by reference to the return receipt in our possession. If such return receipt is not available, such date shall be conclusively determined by reference to the "Received" date stamped on such written notice by Merrill Lynch or Merrill Lynch's agent. With regard to other events or information not provided by us under the Credit Documents, Merrill Lynch will be deemed to have actual knowledge of such event or information as of the date Merrill Lynch receives a written notice of such event or information from a source Merrill Lynch reasonably believes to be reliable, including but not limited to, a court or other governmental agency, institutional lender, or title company. The actual date of receipt shall be determined by reference to the "Received" date stamped on such written notice by Merrill Lynch or Merrill Lynch's agent.
- 22. TAXES. If the laws now in force for the taxation of mortgages, or the debts they secure, or the manner of operation of such taxes, change in any way after the date of this Mortgage so as to affect the interest of Merrill Lynch, then we shall pay the full amount of such taxes.
- 23. EXPENSE OF LITIGATION. In any suit to foreclose the lien of this Mortgage or enforce any other remedy of Merrill Lynch under the Credit Documents there shall be allowed and included, to the extent permitted by law, as additional indebtedness in the judgment or decree, all court costs and out-of-pocket disbursements and all expenditures and expenses which may be paid or incurred by Merrill Lynch or on Merrill Lynch's behalf for attorneys' fees, appraisers' fees, outlay for documentary and expert evidence, stenographers' charges, publication costs, survey costs, and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all abstracts of title, title searches and examinations, title insurance policies, and similar data and assurances with respect to title as Merrill Lynch may consider reasonably necessary to either prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the true condition of the title to or value of the Property. All such expenditures and expenses, and those that may be incurred in the protection of the Property and the maintenance of the lien of this Mortgage, including the fees of any attorney employed by Merrill Lynch in any litigation or proceeding affecting this Mortgage, the Agreement or the Property or in preparation for the commencement or defense of any proceedings or threatened suit or proceeding, shall be immediately due and payable by us, with interest at the interest rate payable under the Agreement.
- 24. WRITTEN STATEMENTS. Within five (5) calendar days upon request in person or within ten (10) calendar days upon request by mail, Merrill Lynch will furnish a duly acknowledged written statement of the amount due on this Mortgage and whether any offsets or defenses exist against the debt secured by this Mortgage.
- 25. WAIVER OF FUTURE ADVANCES UNDER PRIOR MORTGAGES. Mortgagor hereby agrees that the principal indebtedness secured by any mortgages or security agreements which are senior to the lien of this Mortgage shall not exceed the amount which upon the date hereof has actually been advanced under and is secured by each such prior mortgage and security agreement. As principal indebtedness of such prior mortgages or security agreements is reduced, the maximum amount that may be secured thereby shall also be reduced to the then outstanding principal balance(s). Mortgagor hereby waives the right to receive any additional or future advances under any such prior mortgages or security agreements. This paragraph shall constitute the notice required by Florida Statutes Section 697.04(b).

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By signing this Mortgage, we agree to all of the above.

SIGNATURE OF WITNESS	Wallace E. Jones
Elizabeth Lyons	MORTGAGOR
TYPE OR PRINT NAME OF WITNESS	A . 30 Co-00
SIGNATURE OF WITNESS	Maya M. Jones MORTGAGOR
Vicky Kinnard Carnley	
TYPE OR PRINT NAME OF WITNESS	MORTGAGOR
SIGNATURE OF WITNESS	
	MORTGAGOR
TYPE OR PRINT NAME OF WITNESS	
SIGNATURE OF WITNESS	
TYPE OR PRINT NAME OF WITNESS	

(THIS SPACE INTENTIONALLY LEFT BLANK)

OR BK 4624 PGO 742 Escambia County, Florida TNSTRIMENT 2000-785503

STATE OF FLORIDA	STATE OF FLORIDA
county of <u>santa rosa</u>)	county of <u>Santa Rosa</u>)
The foregoing instrument was acknowledged before me this 30th day of October, 2000, by allace E. Jones, who is personally known to me or who has produced Florida D/C as identification.	The foregoing instrument was acknowledged before methis 30th day of October, 2000, by Maya M. Jones, who is personally known to me or who has produced Florica Difference as identification.
Name: Lli M Linguis Notary Public, State of Florida	Name: Llin Augus Notary Public, State of Florida
Commission No.	Commission No.
My Commission Expires:	My Commission Expires:
ELIZABETH LYONS MY COMMISSION # CC856047 EXPIRES: July 19, 2003 1-800-3-NOTARY Fig. Notary Service & Bonding Co.	ELIZABETH LYONS MY COMMISSION # CC856047 EXPIRES: July 19. 2003 1-800-3-NOTARY File. Notary Service & Bonding Co.
STATE OF)	STATE OF)
COUNTY OF	county of
The foregoing instrument was acknowledged before me this, by, who is personally known to me or	The foregoing instrument was acknowledged before me this, day of, by
who has produced, who is personally known to me or	who has produced, who is personally known to me or
as identification.	as identification.
Name:	
Notary Public, State of Florida	Name: Notary Public, State of Florida
Commission No.	Commission No.
My Commission Expires:	My Commission Expires:

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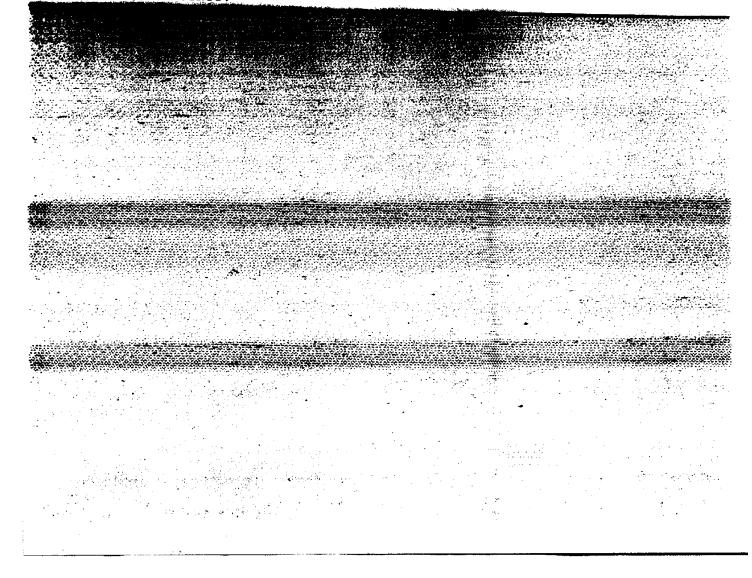
RCD Nov 03, 2000 01:10 pm Escambia County, Florida

Ernie Lee Magaha Clerk of the Circuit Court INSTRUMENT 2000-785503

LEGAL DESCRIPTION:
LAND REFERRED TO IN THIS COMMITMENT IS DESCRIBED AS
ALL THAT CERTAIN PROPERTY SITUATED IN
IN THE COUNTY OF ESCAMBIA, AND STATE OF FLORIDA
AND BEING DESCRIBED IN A DEED DATED 1/23/79,
AND RECORDED 1/24/79, AMONG THE LAND RECORDS OF THE COUNTY
AND STATE SET FORTH ABOVE, AND REFERENCED AS FOLLOWS:
O.R. BOOK 1294 PAGE 895.

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

LOT 301, BLOCK 15, NAVY POINT, A SUBDIVISION OF A PORTION OF SECTION 50, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT FILED IN PLAT BOOK 1, PAGES 100A, 100B, AND 100C, OF THE PUBLIC RECORDS OF SAID COUNTY.



Recorded in Public Records 06/18/2014 at 11:40 AM OR Book 7183 Page 1001, Instrument #2014042473, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

This Instrument Was Prepared By And Is To Be Returned To: PROCESSING DEPT, Emerald Coast Utilities Authority 9255 Sturdevant Street Pensacola, Florida 32514-0311

NOTICE OF LIEN



STATE OF FLORIDA COUNTY OF ESCAMBIA

Customer: TINA M LEWIS

Notice is hereby given that the EMERALD COAST UTILITES AUTHORITY has a lien against the following described real property situated in Escambia County, Florida, for water, wastewater and/or sanitation service provided to the following customer: LT 301 BLK 15 NAVY POINT PB 1 P 100 OR 6656 P 1616 CA 222

Account Number: 322894-90052 ___, together with additional unpaid utility service charges, if Amount of Lien: \$69.40 any, which may accrue subsequent to the date of this notice and simple interest on unpaid charges at 18 percent per annum, or at such lesser rate as may be allowed by law. This lien is imposed in accordance with Section 159.17, Florida Statutes, Chapter 92-248, Laws of Florida, as amended and Emerald Coast Utilities Authority Resolution 87-10, as amended, and this lien shall be prior to all other liens on such lands or premises except the lien of state, county, and municipal taxes and shall be on a parity with the lien of such state, county, and municipal taxes. Provided however, that if the above-named customer has conveyed said property by means of deed recorded in the public records of Escambia County, Florida, prior to the recording of this instrument, or if the interest of the above-named customer is foreclosed by a proceeding in which notice of lis pendens has been filed prior to the recording of this instrument, this lien shall be void and of no effect. Dated: 061614 STATE OF FLORIDA COUNTY OF ESCAMBIA foregoing instrument was acknowledged before me this 16TH day The JUNE _, 20<u>14</u> , by MONIKA PEARSON _ of the Emerald Coast Utilities Authority, who is personally known to me and who did not take an oath. GABRIEL M. BROWN NOTARY PUBLIC, STATE OF FLORIDA MY COMMISSION # FF70196

State of Florida

RWK:ls Revised 05/31/11

EXPIRES: November 22, 2017

Bonded Thru Western Surety Company

Southeast Team

Recorded in Public Records 04/06/2011 at 04:53 PM OR Book 6707 Page 1093, Instrument #2011022667, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY 190 GOVERNMENTAL CENTER PENSACOLA, FLORIDA

STATE OF FLORIDA

VS

CASE NO: 2011 CO 020665 A
CODE ENFORCMENT CITATION NO: CE110100156

/ DOB:

KELLIE KATHLEEN LAGOS 201 W WINTHROP AVE PENSACOLA FL 32507

JUDGMENT AGAINST DEFENDANT FOR CODE ENFORCEMENT CIVIL PENALTY

It is hereby ordered and adjudged that the above-named defendant shall pay to ESCAMBIA COUNTY, a political subdivision of the State of Florida, the sum of \$100.00, to the Clerk of the Court, which the Court has determined to be the defendant's liability for civil infraction under Escambia County Resolution R98-171;

It is further ordered and adjudged that, in accordance with Section 162.21, Florida Statutes, a lien is hereby created against all of the property, both real and personal, of the defendant and his/her estate, in the amount aforesaid, in favor of the aforesaid county and shall bear interest at the rate set out in s.55.03 Florida Statutes, for which let execution issue.

DONE AND ORDERED this Who day of April , 2011.	COUNTY	2011 APR	ERNIE CLERK OF ESCAM
JUDGE JOHN F SIMON	D& RE	20 - 6	BIA CO
ONE OF THE FOLLOWING MUST BE EXECUTED	ECORDE ECORDE	ס	AGAH UIT CO
I hereby acknowledge receipt of a copy of this judgment.	FD	ـــلياـــ ای ای	FURT
Defendant's Signature			
I do hereby certify that copy of hereof had been furnished to defendant by delivery/ma	ail this	6	dayof

I do hereby certify that copy of hereof had been furnished to defendant by delivery mail this _____ day of ______.

Case: 2011 CO 020665 A

Dkt: CERTLIEN Pg#

S THE CIRCUIT COM

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT

Deputy Clerk

MMCOLIEN (3/2011)

Recorded in Public Records 12/28/2005 at 07:58 AM OR Book 5807 Page 1258, Instrument #2005460371, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$27.00

Recorded in Public Records 12/28/2005 at 07:41 AM OR Book 5807 Page 1210, Instrument #2005460362, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$27.00

> THE OFFICE OF ENVIRONMENTAL CODE ENFORCEMENT SPECIAL MASTER IN AND FOR THE COUNTY OF ESCAMBIA, STATE OF FLORIDA

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: CE 05-04-00 Location 3414 W Jackson St

33-2S-30-3300-009-262

Cathleen Kellie Lagos 3414 W Jackson St Pensacola, FL 32505

Certified to be a frue copy of the original on file in this office Witness my hand and official seal ERNIE LEE MAGAHA

D.C.

Clerk of the Circuit Court Escambia County, Florida

ORDER

This CAUSE having come before the Office of Environmental Code

Enforcement Special Master on the Petition of the Environmental Code Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Master having considered the evidence before it, and the appropriate sections of the Escambia County Code of Ordinances, the Special Master makes the following findings of fact and conclusions of law:

A violation of the following ordinance(s) has occurred: Cook of County

A violation of the ordinance(s) as set forth in the Petition has not occurred.

THEREFORE, The Special Master being otherwise fully

advised in the premises; it is hereby

ORDERED that: Cath lan Kollie Logos

200 to correct the violation and to bring the violation into compliance.

5/21/25, 9:00 AM

BK: 5807 PG: 1259

BK: 5807 PG: 1211

Correction shall include: romand of all fresh, de bris and solid or growth in error If you fail to fully correct the violation within the time required, you will be assessed a fine of \$20 per day, commencing //26, 200 This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. Immediately upon your full correction of this violation, you should contact the Escambia County Environmental Code Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to abate the violation for you and the reasonable cost of such will be assessed against you and will constitute a lien on the your property. Costs in the amount of \$675.00 are hereby awarded in favor of Escambia County as the prevailing party against These costs will be suspended and will not be assessed against you if you fully cure the violation within the time provided above. presents a serious threat to the public health, safety and welfare. is irreparable or irreversible in nature and, as such, under Florida Statutes 162.09(2)(a), the fine shall not exceed \$5,000.00 This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County

BK: 5807 PG: 1260 Last Page

BK: 5807 PG: 1212 Last Page

Commissioners may make all reasonable repairs necessary to bring the property into compliance if the violator does not correct the violation by a specified date. The costs of such repairs shall be certified to the Special Master and may be added to any fines imposed pursuant to this order.

All monies owing hereunder shall constitute a lien on all your real and personal property including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Master to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Code Enforcement Division at 1190 West Leonard Street, Pensacola, Florida 32501 and the Escambia County Circuit Court Clerk at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of the Order. Failure to timely file a written Notice of Appeal will waive your rights to appeal.

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

DONE AND ORDERED at Escambia County, Florida on this the 2 day of

December, 2005.

Office of Environmental Code Enforcement

Recorded in Public Records 08/20/2007 at 02:13 PM OR Book 6203 Page 347, Instrument #2007079796, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00

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

ESCAMBIA COUNTY, FLORIDA

VS.

Case No.: CE 05-04-0097

Location: 3414 W Jackson St.

PR# 332S30-3300-009-262

Cathleen Kellie Lagos 3414 W Jackson St. Pensacola, FL 32505

ORDER

THIS CAUSE was brought before the Office of the Environmental Enforcement Special Magistrate on Petitioner's Certification of Costs, pursuant to the Special Magistrate's Order(s) of December 20, 2005; and the Special Magistrate having found the Respondent in violation of Escambia County Code of Ordinances 30-203 (a), (b), (c) & (e) Escambia County made certain repairs to bring the property into compliance and that the repairs were reasonable and necessary THEREFORE, the Special Magistrate being otherwise fully advised of the premises; it is hereby ORDERED, pursuant to Section 30-35 of the Escambia County Code of Ordinances, that the following itemized costs shall be added to the fines imposed by the Order of Special Magistrate dated December 20, 2005.

Itemized	Cost
a. Fines (1/26/06-8/12/06 @ \$20.00 per day)	\$ 3,960.00
b. Court Costs	\$ 675.00
c. County Abatement Fees	\$ 12,649.25
Total:	\$ 17,284.25
DONE AND ORDERED at Escambia County, Florida on this _	, 2007.
Special	Magistrate
	nental Enforcement