



CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

DR-513
Rule 12D-16.002 F.A.C
Effective 07/19
Page 1 of 2

1125-63

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	KEYS FUNDING LLC - 8023 PO BOX 71540 PHILADELPHIA, PA 19176-1540	Application date	Apr 21, 2025
Property description	ROGERS NICHOLAS F 7085 N BLUE ANGEL PKWY PENSACOLA, FL 32526 7081 N BLUE ANGEL PKWY 09-1415-000 BEG 573 FT E OF NW COR OF SW1/4 OF NW1/4 S 15 FT FOR POB E 272 04/100 FT S 42 DEG 32 MIN W 742 FT NW (Full legal attached.)	Certificate #	2023 / 4059
		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)
# 2023/4059	06/01/2023	1,756.72	235.69	1,992.41
→ Part 2: Total*				1,992.41

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)
# /					
Part 3: Total*					0.00

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)	1,992.41
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	1,675.32
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)	4,042.73

I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.

Sign here: 
Signature, Tax Collector or Designee

Escambia, Florida
Date April 24th, 2025

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

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	73,505.00
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>11/05/2025</u>	
Signature, Clerk of Court or Designee	

INSTRUCTIONS

Tax Collector (complete Parts 1-4)

Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application

Enter the Face Amount of Certificate in Column 3 and the Interest in Column 4 for each certificate number. Add Columns 3 and 4 and enter the amount in Column 5.

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

Total. Add the amounts in Columns 3, 4 and 5

Part 4: Tax Collector Certified Amounts (Lines 1-7)

Line 1, enter the total of Part 2 plus the total of Part 3 above.

Total Paid, Line 7: Add the amounts of Lines 1-6

Line 6, Interest accrued by tax collector. Calculate the 1.5 percent interest accrued from the month after the date of application through the month this form is certified to the clerk. Enter the amount to be certified to the clerk on Line 6. The interest calculated by the tax collector stops before the interest calculated by the clerk begins. See Section 197.542, F.S., and Rule 12D-13.060(3), Florida Administrative Code.

The tax collector's interest for redemption at the time of the tax deed application is a cost of redemption, which encompasses various percentages of interest on certificates and omitted or delinquent taxes under Section 197.502, F.S. This interest is calculated before the tax collector calculates the interest in Section 197.542, F.S.

Attach certified statement of names and addresses of persons who must be notified before the sale of the property. Send this form and any required attachments to the Clerk of Court within 10 days after it is signed.

Clerk of Court (complete Part 5)

Line 13: Interest is calculated at the rate of 1.5 percent per month starting from the first day of the month after the month of certification of this form through the last day of the month in which the sale will be held. Multiply the calculated rate by the total of Line 7, minus Line 6, plus Lines 8 through 12. Enter the amount on Line 13.

Line 14: Enter the total of Lines 8-13. Complete Lines 15-18, if applicable.

BEG 573 FT E OF NW COR OF SW1/4 OF NW1/4 S 15 FT FOR POB E 272 04/100 FT S 42 DEG 32 MIN W 742 FT NWLY AT RT ANG 110 FT N 43 DEG 38 MIN E 332 FT NELY 250 FT TO POB PLAT DB 140 P 74 OR 6905 P 427 LESS CASE #91-1363 ST RD R/W

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2500391

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

KEYS FUNDING LLC - 8023

PO BOX 71540

PHILADELPHIA, PA 19176-1540,

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

Account Number	Certificate No.	Date	Legal Description
09-1415-000	2023/4059	06-01-2023	BEG 573 FT E OF NW COR OF SW1/4 OF NW1/4 S 15 FT FOR POB E 272 04/100 FT S 42 DEG 32 MIN W 742 FT NWLY AT RT ANG 110 FT N 43 DEG 38 MIN E 332 FT NELY 250 FT TO POB PLAT DB 140 P 74 OR 6905 P 427 LESS CASE #91-1363 ST RD R/W

I agree to:

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

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

Electronic signature on file

KEYS FUNDING LLC - 8023

PO BOX 71540

PHILADELPHIA, PA 19176-1540

04-21-2025

Application Date

Applicant's signature

Buildings

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **KEYS FUNDING LLC** holder of **Tax Certificate No. 04059**, 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:

BEG 573 FT E OF NW COR OF SW1/4 OF NW1/4 S 15 FT FOR POB E 272 04/100 FT S 42 DEG 32 MIN W 742 FT NWLY AT RT ANG 110 FT N 43 DEG 38 MIN E 332 FT NELY 250 FT TO POB PLAT DB 140 P 74 OR 6905 P 427 LESS CASE #91-1363 ST RD R/W

SECTION 25, TOWNSHIP 1 S, RANGE 31 W

TAX ACCOUNT NUMBER 091415000 (1125-63)

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

NICHOLAS F ROGERS

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Wednesday in the month of November, which is the **5th day of November 2025**.

Dated this 16th day of May 2025.

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



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

PERDIDO TITLE SOLUTIONS

Precise · Professional · Proven

PROPERTY INFORMATION REPORT

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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 09-1415-000 CERTIFICATE #: 2023-4059

THIS REPORT IS NOT TITLE INSURANCE. THE LIABILITY FOR ERRORS OR OMISSIONS IN THIS REPORT IS LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of record of the land described herein together with current and delinquent ad valorem tax information and a listing and copies of all open or unsatisfied leases, mortgages, judgments and encumbrances recorded in the Official Record Books of Escambia County, Florida that encumber the title to said land as listed on page 2 herein.

This Report is subject to: Current year taxes; taxes and assessments due now or in subsequent years; oil, gas, and mineral or any subsurface rights of any kind or nature; easements, restrictions, and covenants of record; encroachments, overlaps, boundary line disputes.

This Report does not insure or guarantee the validity or sufficiency of any document attached, nor is it to be considered a title insurance policy, an opinion of title, a guarantee of title, or any other form of guarantee or warranty of title.

Use of the term "Report" herein refers to the Property Information Report and the documents attached hereto.

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

BY



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

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

August 11, 2025

Tax Account #: **09-1415-000**

1. The Grantee(s) of the last deed(s) of record is/are: **NICHOLAS F ROGERS**

By Virtue of Special Warranty Deed recorded 9/10/2012 in OR 6905/427

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 Estate of Susan P Brice recorded 9/10/2012 OR 6905/429**
(ABTRACTOR'S NOTE: SUSAN P BRICE IS DECEASED. NO ADMINISTRATION WAS FILED BUT WE HAVE INCLUDED HEIRS LISTED ON HER WILL FOR NOTICE.)

4. Taxes:

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

Tax Account #: 09-1415-000

Assessed Value: \$147,010.00

Exemptions: HOMESTEAD

5. We find the following HOA names in our search (if a condominium, the condo docs book, and page are included for your review): **NONE**

Payment of any special liens/assessments imposed by City, County, and/or State.

Note: Escambia County and/or local municipalities may impose special liens/assessments. These liens/assessments are not discovered in a Property Information Report or shown above. These special assessments typically create a lien on real property. The entity that governs subject property must be contacted to verify payment status.

PERDIDO TITLE SOLUTIONS
PROPERTY INFORMATION REPORT
3050 Concho Drive, Pensacola, Florida 32507 | Phone 850-466-3077

Scott Lunsford
Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32591

CERTIFICATION: PROPERTY INFORMATION REPORT FOR TDA

TAX DEED SALE DATE: NOV 5, 2025

TAX ACCOUNT #: 09-1415-000

CERTIFICATE #: 2023-4059

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 checked="" type="checkbox"/>	<input type="checkbox"/>	Homestead for <u>2024</u> tax year.

NICHOLAS F ROGERS
7081 N BLUE ANGEL PKWY
PENSACOLA, FL 32526

NICHOLAS F ROGERS
7085 N BLUE ANGEL PKWY
PENSACOLA, FL 32526

**EST OF SUSAN P BRICE, GRACE ELIZABETH
PARKER, ZACKARY JORDAN PARKER, JOSHUA
MARK PARKER AND MICHAEL JEFFERY PARKER
16298 NORTSHORE DRIVE
PENSACOLA, FL 32507**

Certified and delivered to Escambia County Tax Collector, this 11th day of August 2025.

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



BY: Michael A. Campbell, As Its President

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

PROPERTY INFORMATION REPORT

August 11, 2025

Tax Account #:09-1415-000

**LEGAL DESCRIPTION
EXHIBIT "A"**

**BEG 573 FT E OF NW COR OF SW1/4 OF NW1/4 S 15 FT FOR POB E 272 04/100 FT S 42 DEG 32
MIN W 742 FT NWLY AT RT ANG 110 FT N 43 DEG 38 MIN E 332 FT NELY 250 FT TO POB PLAT
DB 140 P 74 OR 6905 P 427 LESS CASE #91-1363 ST RD R/W**

SECTION 25, TOWNSHIP 1 S, RANGE 31 W

TAX ACCOUNT NUMBER 09-1415-000(1125-63)

Recorded in Public Records 09/10/2012 at 04:49 PM OR Book 6905 Page 427,
Instrument #2012069037, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$18.50 Deed Stamps \$684.60

PREPARED BY/RETURN TO:
George E. Loomis, Attorney at Law
811 North Spring Street
Pensacola, Florida 32501
Prepared without the benefit of title
examination or survey.

Recorder's Use Only

SPECIAL WARRANTY DEED

State of Florida
County of Escambia

Know All Men By These Presents, that **SUSAN P. BRICE**, a single woman, Grantor, for and in consideration of \$1.00 and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed to **NICHOLAS F. ROGERS**, a married man dealing in his own property, Grantee (whose mailing address is 7085 N. Blue Angel Parkway, Pensacola, Florida 32526), and successors and assigns, forever, the following described property, situate, lying and being in Escambia County, Florida:

Parcel ID No.: 25-1S-31-2101-006-008

Commencing at the Northwest corner of the SW¼ of the NW¼, Section 25, Township 1 South, Range 31 West, thence East 573 feet; thence South 15 feet to point of beginning, thence east 272.41 feet; thence South 42°32' west 742 feet; thence northwesterly at right angles 110 feet, thence north 43°38' east 332 feet, thence northeasterly 250 feet, more or less to point of beginning, in the SW¼ of NW¼, Section 25, Township 1 South, Range 31 West.

This is not the homestead of the Grantor.

This being the real property as described in OR Book 6641, Page 534, and OR Book 6641, Page 667, of the public records of Escambia County, Florida.

Subject To taxes for the current year and to valid easements, reservations, and restrictions of record, if any, which are not hereby reimposed, and free from all other exceptions. Grantor will defend the same against the lawful claims of all persons whomsoever claiming by, through, or under Grantor.

IN WITNESS WHEREOF, Grantor has set her hand and seal this 24th day of August, 2012.

Signed, sealed and delivered in the presence of:

GRANTOR:

[Signature]
Witness: Johanna Chavis

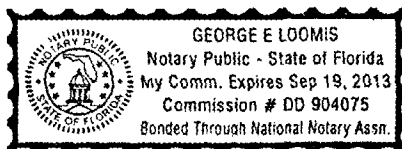
[Signature]
SUSAN P. BRICE

[Signature]
Witness: GEORGE E LOOMIS

State of Florida
County of Escambia

Before the undersigned authority personally appeared SUSAN P. BRICE, who is personally known to me and who, being informed of the contents, acknowledged she executed the foregoing for the purposes therein expressed, on this 24th day of AUGUST, 2012.

Notary Seal



[Signature]
George E. Loomis
Notary Public, State of Florida
Comm. Exp.: Sept 19, 2013
Comm. No.: DD904075

Recorded in Public Records 09/10/2012 at 04:49 PM OR Book 6905 Page 429,
Instrument #2012069038, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$27.00 MTG Stamps \$250.25 Int. Tax \$142.88

Recorder's Use Only

PREPARED BY/RETURN TO:
George E. Loomis, Attorney at Law
811 North Spring Street
Pensacola, Florida 32501
Prepared without the benefit of title
examination or survey.

PURCHASE MONEY MORTGAGE

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE ON MATURITY IS APPROXIMATELY \$82,800.00, TOGETHER WITH ACCRUED INTEREST, UNPAID PRINCIPAL, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THIS MORTGAGE executed on this 24th day of August, 2012, by NICHOLAS F. ROGERS, referred to below as "mortgagor," which term includes mortgagor's heirs, executors, administrators, successors, legal representatives and assigns, and shall denote the singular and/or plural and the masculine and/or feminine and natural and/or artificial persons whenever and wherever the context so requires, to SUSAN P. BRICE, referred to below as "mortgagee," which term includes mortgagee's heirs, executors, administrators, successors, legal representatives and assigns, and shall denote the singular and/or plural and the masculine and/or feminine and natural and/or artificial persons whenever and wherever the context so requires.

For various good and valuable considerations, and also in consideration of the aggregate sum set out in the promissory note of even date herewith, mortgagor does grant, bargain, sell, and convey to mortgagee, its successors and assigns, in fee simple, all the certain tract of land of which mortgagor is now the legal owner, and in actual possession, situated in the County of Escambia, State of Florida, described as follows:

Parcel ID No.: 25-1S-31-2101-006-008

Commencing at the Northwest corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 25, Township 1 South, Range 31 West, thence East 573 feet; thence South 15 feet to point of beginning, thence east 272.41 feet; thence South 42°32' west 742 feet; thence northwesterly at right angles 110 feet, thence north 43°38' east 332 feet, thence northeasterly 250 feet, more or less to point of beginning, in the SW $\frac{1}{4}$ of NW $\frac{1}{4}$, Section 25, Township 1 South, Range 31 West.

Together with all structures and improvements now and hereafter on the land and the fixtures attached thereto, together with all and singular the tenements, hereditaments, easements, and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues, and profits thereof, all the estate, right, title, interest, and all claims and demands whatsoever, in law and in equity, of mortgagor in and to the same,

and every part and parcel thereof, and all fixtures now or hereafter attached to or used in connection with the premises herein described.

To have and to hold the same, together with the tenements, hereditaments, and appurtenances unto mortgagee, and its successors and assigns, in fee simple.

Mortgagor covenants with mortgagee, its successors, legal representatives, and assigns, that mortgagor is indefeasibly seised of the land in fee simple; that mortgagor has full power and lawful right to convey the land in fee simple; that the land is free from all encumbrances; that mortgagor will make such further assurances to protect the fee simple title to the land in mortgagee, its successors, legal representatives, or assigns, as may reasonably be required; that mortgagor does fully warrant the title of the land and will defend the same against the lawful claims of all persons whomsoever.

Provided always, that if mortgagor shall pay to mortgagee, its successors, legal representatives, or assigns, that certain promissory note of even date herewith in the principal amount of \$71,439.50, and shall perform, comply with, and abide by each and every stipulation, agreement, condition, and covenant of the note and of this mortgage, and shall pay all taxes that may accrue on the property and all costs and expenses that mortgagee, its successors or assigns may be put to in collecting the note in foreclosure of this mortgage or otherwise, including reasonable attorneys' fees, then this mortgage and the estate created shall cease and be null and void.

And mortgagor does covenant and agree:

1. To pay the principal and interest and other sums of money payable by virtue of the promissory note and this mortgage, or either, promptly on the days respectively the same severally become due.

2. To pay the taxes, assessments, levies, liabilities, obligations, and encumbrances of every nature on the described property, and if the same are not promptly paid, mortgagee, its successors, legal representatives, or assigns may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of 12.0% per year.

3. To pay all the costs, charges, and expenses, including attorneys' fees, reasonably incurred or paid at any time by mortgagee, its successors, legal representatives or assigns, because of failure by mortgagor to perform, comply with, and abide by each and every stipulation, agreement, condition and covenant of the promissory note and this mortgage, or either, and every such payment shall bear interest from date at the rate of 12.0% per year.

4. To keep the buildings now or hereafter on the land insured in a sum equal to the highest insurable value, both fire and extended coverage, in a company or companies to be approved by mortgagee, and the policy or policies held by and payable to mortgagee, its successors, legal representatives, or assigns, and in the event any sum of money becomes payable under such policy or policies, mortgagee, its legal representatives or assigns shall have the option to receive and apply the same on account of the indebtedness secured or to permit mortgagor to receive and use it or any part thereof for other purposes, **without waiving or impairing any equity, lien, or right under or by virtue of this mortgage**, and may place and pay for such insurance or any part thereof without waiving or affecting the option to foreclose or any right hereunder, and each and every such payment shall bear interest from date at the rate of 12.0% per year.

5. To permit, commit, or suffer no waste, impairment, or deterioration of the property or any part thereof, except reasonable wear and tear, and, in the event of the failure of mortgagor to keep the buildings on the premises and those to be erected thereon, or improvements thereon, in good repair, mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof and the full amount of each and every such payment shall be due and payable 30 days after demand, and shall be secured by the lien of this mortgage.

6. To perform, comply with, and abide by each of the stipulations, agreements, conditions, and covenants in the promissory note.

7. Mortgagee may, at any time pending a suit on this mortgage, apply to the court having jurisdiction thereof for the appointment of a receiver, and such court shall forthwith appoint a receiver of the premises covered, including all income, profits, issues, and revenues from whatever source derived, each and every

of which, it being expressly understood, is mortgaged, as if specifically set forth and described in the granting and habendum clauses hereof. Such appointment shall be made by such court as an admitted equity and a matter of absolute right to mortgagee, and without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of mortgagor or the defendants. Such rents, profits, income, issues, and revenues shall be applied by such receiver according to the lien of this mortgage and the practice of such court. In the event of any default on the part of mortgagor hereunder, mortgagor agrees to pay to mortgagee on demand as a reasonable monthly rental for the premises an amount at least equivalent to one-twelfth of the aggregate of the twelve monthly installments then payable in the current year plus the actual amount of the annual taxes, assessments, water rates, and insurance premiums for such year not covered by the above monthly payments.

8. If any of such sums of money are not promptly paid within 10 days next after the same severally become due and payable, or if each of the stipulations, agreements, conditions, and covenants of the promissory note and this mortgage, or either, are not fully performed, complied with, and abided by, the aggregate sum mentioned in the promissory note shall become due and payable forthwith or thereafter at the option of mortgagee, its successors, legal representatives, or assigns, as fully and completely as if the aggregate sum were originally stipulated to be paid on such day, anything in the promissory note or herein to the contrary notwithstanding.

9. The mailing of a written notice or demand addressed to the owner of record of the mortgaged premises or to such owner at the last address, actually furnished to mortgagee, or if none, directed to the owner at the mortgaged premises, and mailed by the United States mail, postage prepaid, shall be sufficient notice and demand in any case arising under this instrument and required by the provisions hereof or by law.

10. If foreclosure proceedings of any mortgage or lien of any kind superior or inferior to this mortgage are instituted, mortgagee hereunder may at its option, immediately or thereafter, declare this mortgage and the indebtedness secured due and payable.

11. If a transfer of title to the premises by sale or otherwise is made while this mortgage remains a lien thereon without mortgagee's prior written consent, mortgagee hereunder may at its option, immediately or thereafter, declare this mortgage and the indebtedness secured due and payable.

Executed at Pensacola, Florida, on the day and year first above written.

Signed, sealed and delivered
in the presence of:

MORTGAGOR:

Witness: John E. Davis
John E. Davis

NICHOLAS F. ROGERS
NICHOLAS F. ROGERS

Witness: George E. Loomis
George E. Loomis

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 24th day of August, 2012, by NICHOLAS F. ROGERS who provided FDL# R262-626-78-390-0 as identification.

George E. Loomis
George E. Loomis
Notary Public, State of Florida
Comm. No: DD904075
Comm. Expires: Sept. 19, 2013.

