

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

(Column 3 + Column 4

+ Column 5)

Part 1: Tax Deed Application Information **KEYS FUNDING LLC - 8023** Applicant Name Apr 21, 2025 Application date PO BOX 71540 **Applicant Address** PHILADELPHIA, PA 19176-1540 **COOK JONATHAN Property** Certificate # 2023 / 4210 description STRICKLAND SHERIE 8810 SALT GRASS DR PENSACOLA, FL 32526 **4678 CERNY RD** Date certificate issued 06/01/2023 09-2680-000 LT 5 CERNY HEIGHTS PB 2 P 4 OR 7162 P 1435 Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application Column 5: Total Column 2 Column 3 Column 4 Column 1 **Face Amount of Certificate** Interest (Column 3 + Column 4) **Date of Certificate Sale** Certificate Number 311.79 2,721.79 2.410.00 # 2023/4210 06/01/2023 →Part 2: Total* 2,721.79 Part 3: Other Certificates Redeemed by Applicant (Other than County) Total Column 2 Column 3

# 2024/4363	06/01/2024	2,579.66	6.25	177.35	2,763.26
				Part 3: Total*	2,763.26
Part 4: Tax Col	lector Certified Amou	nts (Lines 1-7)		The second secon	
1. Cost of all ce	rtificates in applicant's po	ssession and other cer		y applicant arts 2 + 3 above)	5,485.05
2. Delinquent ta	xes paid by the applicant				0.00
3. Current taxes	s paid by the applicant				2,434.82
4. Property info	rmation report fee				200.00
5. Tax deed application fee				175.00	
6. Interest accru	ued by tax collector under	s.197.542, F.S. (see T	ax Collector Instructi	ons, page 2)	0.00
7.			Total	Paid (Lines 1-6)	8,294.87

Face Amount of

Other Certificate

Column 4

Tax Collector's Fee

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

Column 1

Certificate Number

Date of Other

Certificate Sale

Escambia, Florida

Column 5

Interest

Date <u>April 24th, 2025</u>

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

Pai	t 5: Clerk of Court Certified Amounts (Lines 8-14)
8.	Processing tax deed fee
9.	Certified or registered mail charge
10.	Clerk of Court advertising, notice for newspaper, and electronic auction fees
11.	Recording fee for certificate of notice
12.	Sheriff's fees
13.	Interest (see Clerk of Court Instructions, page 2)
14.	Total Paid (Lines 8-13)
15.	Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)
F	
Sign I	nere: Date of sale 11/05/2025 Signature, Clerk of Court or Designee

INSTRUCTIONS

Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

Application Number: 2500400

To: Tax Collector of	SCAMBIA COUNTY	_, Florida	
I, KEYS FUNDING LLC - 802 PO BOX 71540 PHILADELPHIA, PA 1917 hold the listed tax certifica	' 6-1 54 0,	same to the Tax	Collector and make tax deed application thereon
Account Number	Certificate No.	Date	Legal Description
09-2680-000	2023/4210	06-01-2023	LT 5 CERNY HEIGHTS PB 2 P 4 OR 7162 P 1435
 redeem all outsi pay all delinque pay all Tax Colle Sheriff's costs, i Attached is the tax sale of	f applicable. ertificate on which this applic	nterest covering thation report costs, (
which are in my possessions of the control of the c	file 8023		<u>04-21-2025</u> Application Date
Ар	plicant's signature		



Gary "Bubba" Peters Escambia County Property Appraiser

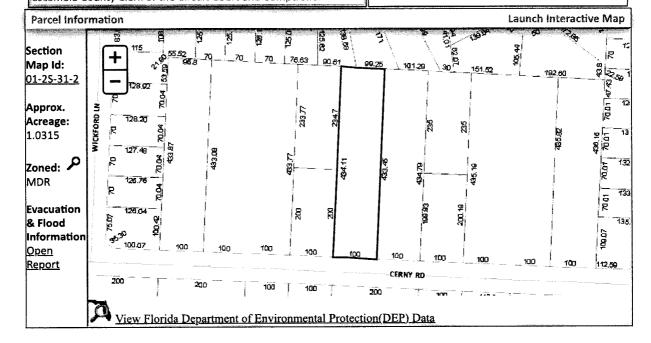
Real Estate Search

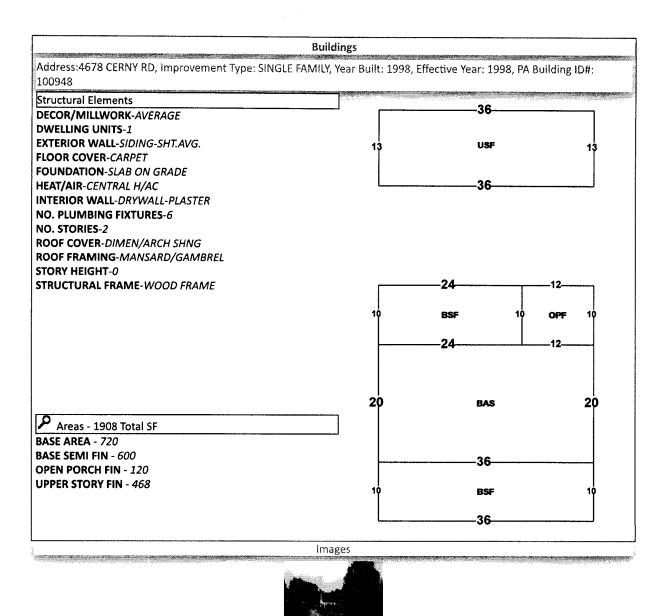
Tangible Property Search

Sale List

Back

Nav. Mode Account O Parcel ID Printer Friendly Version **General Information** Assessments 0125316000001005 Cap Val Parcel ID: Year Land Imprv Total Account: 092680000 2024 \$24,720 \$148,361 \$173,081 \$173,081 **COOK JONATHAN** 2023 \$24,720 \$140,670 \$165,390 \$165,390 **Owners:** STRICKLAND SHERIE 2022 \$24,720 \$127,490 \$152,210 \$152,210 Mail: 8810 SALT GRASS DR PENSACOLA, FL 32526 Disclaimer Situs: 4678 CERNY RD 32526 SINGLE FAMILY RESID 🔑 **Tax Estimator Use Code: Taxing COUNTY MSTU Change of Address Authority:** Tax Inquiry: **Open Tax Inquiry Window** File for Exemption(s) Online Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector **Report Storm Damage** 2024 Certified Roll Exemptions Sales Data TypeList: 🔑 Type Multi Parcel Sale Date Book Page Value Records 04/22/2014 7162 1435 \$60,000 WD Cò 11/22/2013 7107 1906 \$100 CT Legal Description 01/2007 6081 534 \$184,300 WD LT 5 CERNY HEIGHTS PB 2 P 4 OR 7162 P 1435 01/2003 5054 1445 \$96,000 WD 12/1996 4086 360 \$15,900 WD **Extra Features** 06/1986 2237 363 \$15,000 WD METAL GARAGE Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller





2/12/2024 12:00:00 AM

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2025036118 5/16/2025 10:53 AM
OFF REC BK: 9318 PG: 1593 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That KEYS FUNDING LLC holder of Tax Certificate No. 04210, 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 5 CERNY HEIGHTS PB 2 P 4 OR 7162 P 1435

SECTION 01, TOWNSHIP 2 S, RANGE 31 W

TAX ACCOUNT NUMBER 092680000 (1125-80)

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

JONATHAN COOK and SHERIE STRICKLAND

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.

COUNT

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, F	ESCAMBIA COUNTY TAX	COLLECTOR			
TAX ACCOUNT #:	09-2680-000	CERTIFICATE #:	2023-42	10	
REPORT IS LIMITED	TITLE INSURANCE. THE TO THE PERSON(S) EXP ORT AS THE RECIPIENT(S	RESSLY IDENTIFIED E	Y NAME IN THE	E PROPERTY	
listing of the owner(s) of tax information and a list	epared in accordance with the frecord of the land describe sting and copies of all open in the Official Record Book ge 2 herein.	ed herein together with cu or unsatisfied leases, mor	rrent and delinque tgages, judgments	nt ad valorem and	
and mineral or any subs	to: Current year taxes; taxes surface rights of any kind or s, boundary line disputes.				
	sure or guarantee the validity nce policy, an opinion of title				
Use of the term "Report	"herein refers to the Proper	ty Information Report an	d the documents at	tached hereto.	
Period Searched: Au	gust 11, 2005 to and includ	ding August 11, 2025	Abstractor:	Andrew Hunt	
BY					
Malphel					

Michael A. Campbell, As President

Dated: August 12, 2025

PROPERTY INFORMATION REPORT

CONTINUATION PAGE

August 12, 2025

Tax Account #: 09-2680-000

1. The Grantee(s) of the last deed(s) of record is/are: JONATHAN COOK AND SHERIE STRICKLAND

By Virtue of Warranty Deed recorded 4/25/2014 in OR 7162/1435

- 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 United Bank recorded 6/20/2018 OR 7920/143
- 4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 09-2680-000 Assessed Value: \$173,081.00

Exemptions: NONE

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

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

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

PERDIDO TITLE SOLUTIONS

PROPERTY INFORMATION REPORT

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

Scott Lunsford

Escambia County Tax Collector

P.O. Box 1312

Pensacola, FL 32591

CERTIFICA	TION.	PROPERTY	INFORMATION	REPORT FOR TDA
CENTIFICE	MILLON.	INVIENTI	INTUNIMATION	NEI ONI FON IDA

CERTIFICATION, I ROLERT I INFOR	MATION REPORT FOR TDA		
TAX DEED SALE DATE:	NOV 5, 2025		
TAX ACCOUNT #:	09-2680-000		
CERTIFICATE #:	2023-4210		
those persons, firms, and/or agencies having	la Statutes, the following is a list of names and addresses of ng legal interest in or claim against the above-described ertificate is being submitted as proper notification of tax deed		
YES NO ☐ ☐ Notify City of Pensacola, P.C ☐ ☐ Notify Escambia County, 19 ☐ Homestead for 2024 tax years.	0 Governmental Center, 32502		
JONATHAN COOK	JONATHAN COOK		
AND SHERIE COOK	AND SHERIE COOK		
F/K/A SHERIE STRICKLAND	F/K/A SHERIE STRICKLAND		
8810 SALT GRASS DR	4678 CERNY RD		
PENSACOLA, FL 32526	PENSACOLA, FL 32526		
JONATHAN COOK AND	UNITED BANK		
SHERIE STRICKLAND	200 E NASHVILLE AVE		
2175 BUCKINGHAM RD	ATMORE, AL 32502		

Certified and delivered to Escambia County Tax Collector, this 12th day of August 2025.

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

BY: Michael A. Campbell, As Its President

PENSACOLA, FL 32526

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

August 12, 2025 Tax Account #:09-2680-000

LEGAL DESCRIPTION EXHIBIT "A"

LT 5 CERNY HEIGHTS PB 2 P 4 OR 7162 P 1435

SECTION 01, TOWNSHIP 2 S, RANGE 31 W

TAX ACCOUNT NUMBER 09-2680-000(1125-80)

Recorded in Public Records 04/25/2014 at 02:15 PM OR Book 7162 Page 1435, Instrument #2014028795, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00 Deed Stamps \$420.00

Consideration: \$60,000.00 This document prepared by (and after recording return to): Name: John T. Padgett Premium Title Services, Inc. 2002 Summit Boulevard, Suite Firm 600 Atlanta, GA 30319 Phone: After 2175 Buckingham Rd, recording Pensacola, FL 32526 return to 7128003196 Asset No.

> Above This Line Reserved For Official Use Only

SPECIAL WARRANTY DEED AND SUPPORTING AFFIDAVIT OF POWER OF ATTORNEY

STATE OF FLORIDA COUNTY OF Escambia

File No.

2175 Buckingham Rd, Pensacola, FL 32526

WITNESSETH, that the Grantor, for and in consideration for the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt whereof is hereby acknowledged, hereby grants, bargains, and sells unto the Grantee, and Grantee's successors, heirs, and assigns forever, all that certain parcel of land in the County of Escambia, State of Florida, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

CE1312-FL-1277239

PARCEL ID #: 012S31-6000-001-005 Located at 4678 Cerny Road, Pensacola, FL 32526

TOGETHER, with all of the tenements, hereditaments and appurtenances thereto, belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons claiming by, through or under said Grantor but against none other.

BK: 7162 PG: 1436

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Chris Heinichen

Deutsche Bank Trust Company Americas, as Trustee for Residential Accredit Loans, Inc., Mortgage Asset-Backed Pass-Through Certificates, Series 2007-QS6 by Ocwen Loan Servicing, LLC as Attorney-In-Fact

Print Name

Witness

Jacqueline S. Michaelson

Print Name

Linda Willis Contract Management Coordinator of Ocwen Loan Servicing, LLC, as Attorney-in-Fact Address: 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409

STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before	re me th		tpri !
2014, by Linda Willis	as _	Contract Management Coordinate	of Ocwen Loan
Servicing, LLC as Attorney-in-Fact for Deutsche	Bank T	rust Company Americas,	as Trustee for Residential
Accredit Loans, Inc., Mortgage Asset-Backed Pas	s-Throu	ugh Certificates, Series 200	07-QS6, who is personally
known to me or who has produced			as identification and
who did Ledid not) take an oath.		,	



(Notarial Seal)

Notary Public

Mei-Ling Mitchell

Printed Name
My Commission Expires:

POA recorded simultaneously herewith

BK: 7162 PG: 1437 Last Page

EXHIBIT "A"

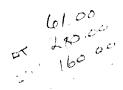
CE1312-FL-1277239

THE FOLLOWING PROPERTY IN ESCAMBIA COUNTY, FLORIDA:

LOT 5, CERNY HEIGHTS, BEING A SUBDIVISION OF THE SOUTH ONE-HALF OF LOT 6 (OR SOUTHWEST 1/4 OF SOUTHEAST 1/4) OF SECTION 1, TOWNSHIP 2, SOUTH, RANGE 31 WEST, AS PER PLAT RECORDED IN PLAT BOOK 2, PAGE 4, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

Parcel ID No.: 012S31-6000-001-005

Recorded in Public Records 6/20/2018 10:42 AM OR Book 7920 Page 143, Instrument #2018048267, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$61.00 MTG Stamps \$280.00 Int. Tax \$160.00



Return to:

This document was prepared by:

State of Florida's Documentary Stamp Tax required by law in the amount of \$280.00 has been paid to the Clerk of the Circuit Court (or the County Comptroller, if applicable) for the County of Escambia, State of Florida.

Space Above This Line For Recording Data

MORTGAGE

(With Future Advance Clause)

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is May 18, 2018. The parties and their addresses are:

MORTGAGOR:

JONATHAN COOK

Spouse of SHERIE COOK F/K/A SHERIE STRICKLAND 4678 CERNY RD PENSACOLA, FL 32526

SHERIE COOK F/K/A SHERIE STRICKLAND Spouse of JONATHAN COOK 4678 CERNY ROAD PENSACOLA, FL 32526

LENDER:

UNITED BANK

Organized and existing under the laws of Alabama 200 E Nashville Avenue Atmore, AL 36502

- 1. DEFINITIONS. For the purposes of this document, the following term has the following meaning.
 - A. Line of Credit. "Line of Credit" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.
- 2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor does hereby grant, bargain, convey and mortgage to Lender, the following described property:

SEE EXHIBIT "A" TO MORTGAGE

The property is located in Escambia County at 4678 CERNY RD, PENSACOLA, Florida 32526.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

- 3. SECURED DEBTS AND FUTURE ADVANCES. The term "Secured Debts" includes and this Security Instrument will secure each of the following:
 - A. Specific Debts. The initial indebtedness secured by this Security Instrument is the following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, dated May 18, 2018, from JONATHAN COOK (Borrower) to Lender, with an initial advance amount of \$10,000.00, a maximum credit limit of \$80,000.00.

JONATHAN COOK Florida Mortgage

FL/4XCGULSBY0000000001658056N

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- B. Future Advances. All future advances made within 20 years from the date of this Security Instrument from Lender to JONATHAN COOK under the Specific Debts executed by JONATHAN COOK in favor of Lender after this Security Instrument. If more than one person signs this Security Instrument, each agrees that this Security Instrument will secure all future advances that are given to JONATHAN COOK either individually or with others who may not sign this Security Instrument. All future advances are secured by this Security Instrument even though all or part may not yet be advanced. All future advances are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future advances in any amount. Any such commitment must be agreed to in a separate writing.
- C. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
- 4. MAXIMUM OBLIGATION LIMIT; FUTURE ADVANCES. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$80,000.00. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
- 5. LIMITATIONS ON CROSS-COLLATERALIZATION. The cross-collateralization clause on any existing or future loan, but not including this Line of Credit, is void and ineffective as to this Line of Credit, including any extension or refinancing.

The Line of Credit is not secured by a previously executed security instrument if a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. The Line of Credit is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act, (Regulation X), that are required for loans secured by the Property or if, as a result, the other debt would become subject to Section 670 of the John Warner National Defense Authorization Act for Fiscal Year 2007.

The Line of Credit is not secured by a previously executed security instrument if Lender fails to fulfill any necessary requirements or fails to conform to any limitations of the Truth in Lending Act, (Regulation Z), that are required for loans secured by the Property.

- 6. PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Security Instrument.
- 7. NON-OBLIGATED MORTGAGOR. Any Mortgagor, who is not also identified as a Borrower in the Secured Debts section of this Security Instrument and who signs this Security Instrument, is referred to herein as a Non-Obligated Mortgagor for purposes of subsection 7(d)(4) of 12 C.F.R. 1002 (Regulation B) which implements the Equal Credit Opportunity Act (ECOA). By signing this Security Instrument, the Non-Obligated Mortgagor does mortgage and assign their rights and interests in the Property to secure payment of the Secured Debts, to create a valid lien, to pass clear title, to waive inchoate rights and to assign earnings or rights to payment under any lease or rent of the Property. However, the Non-Obligated Mortgagor is not personally liable for the Secured Debts by virtue of signing this Security Instrument. Nothing in this section shall be construed to modify or otherwise affect the Non-Obligated Mortgagor's obligations, if any, that were separately made with Lender in a separate agreement and duly signed by the Non-Obligated Mortgagor in the context of that separate agreement.
- 8. WARRANTY OF TITLE. Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
- **9. PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
- 10. CLAIMS AGAINST TITLE. Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
- 11. DUE ON SALE. Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any transfer or sale of all or any part of the Property. This right is subject to the restrictions imposed by federal law, as applicable.

JONATHAN COOK Florida Mortgage FL/4XCGULSBY0000000001658056N

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- 12. WARRANTIES AND REPRESENTATIONS. Mortgagor has the right and authority to enter into this Security Instrument. The execution and delivery of this Security Instrument will not violate any agreement governing Mortgagor or to which Mortgagor is a party.
- 13. PROPERTY CONDITION, ALTERATIONS, INSPECTION, VALUATION AND APPRAISAL. Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor will not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims, and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time and frequency for the purpose of inspecting, valuating, or appraising the Property. Lender will give Mortgagor notice at the time of or before an on-site inspection, valuation, or appraisal for on-going due diligence or otherwise specifying a reasonable purpose. Any inspection, valuation or appraisal of the Property will be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection, valuation or appraisal for its own purpose, except as otherwise provided by law.

- 14. AUTHORITY TO PERFORM. If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor will not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
- 15. ASSIGNMENT OF LEASES AND RENTS. Mortgagor assigns, grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in the following (Property): existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including any extensions, renewals, modifications or replacements (Leases); and rents, issues and profits (Rents). In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement. Mortgagor will promptly provide Lender with copies of the Leases and will certify these Leases are true and correct copies. The existing Leases will be provided on execution of the Assignment, and all future Leases and any other information with respect to these Leases will be provided immediately after they are executed. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default. Upon default, Mortgagor will receive any Rents in trust for Lender and Mortgagor will not commingle the Rents with any other funds. Mortgagor agrees that this Security Instrument is immediately effective between Mortgagor and Lender and effective as to third parties on the recording of this Assignment. As long as this Assignment is in effect, Mortgagor warrants and represents that no default exists under the Leases, and the parties subject to the Leases have not violated any applicable law on leases, licenses and landlords and tenants.
- 16. MORTGAGE COVENANTS. Mortgagor agrees that the covenants in this Security Instrument are material obligations under the Secured Debts and this Security Instrument. If Mortgagor breaches any covenant in this Security Instrument, Lender may refuse to make additional extensions of credit or may reduce the credit limit. By not exercising either remedy on Mortgagor's breach, Lender does not waive Lender's right to later consider the event a breach if it happens again.
- 17. DEFAULT. Mortgagor will be in default if any of the following events (known separately and collectively as an Event of Default) occur:
 - A. Fraud. Mortgagor engages in fraud or material misrepresentation in connection with the Secured Debts.
 - B. Payments. Any party obligated on the Secured Debts fails to make a payment when due.
 - C. Property. Any action or inaction occurs that adversely affects the Property or Lender's rights in the Property.
- 18. REMEDIES ON DEFAULT. In addition to any other remedy available under the terms of this Security Instrument, Lender may accelerate the Secured Debts and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default. In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure, or other notices and may establish time schedules for foreclosure actions.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal will become immediately due and payable, after giving notice if required by law, upon the occurrence of an Event of Default or anytime thereafter.

The acceptance by Lender of any sum in payment or partial payment on the Secured Debts after the balance is due or is accelerated or after foreclosure proceedings are filed will not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it happens again.

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- 19. EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS. If Mortgagor breaches any covenant in this Security Instrument, Mortgagor agrees to pay all expenses Lender incurs in performing such covenants or protecting its security interest in the Property. Such expenses include, but are not limited to, fees incurred for inspecting, valuating, appraising, preserving, or otherwise protecting the Property and Lender's security interest. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing, or protecting Lender's rights and remedies under this Security Instrument or any other document relating to the Secured Debts. Expenses include, but are not limited to, attorneys' fees of 10 percent of the Principal sum due or a larger amount as the court judges as reasonable and just, court costs and other legal expenses. These expenses are payable on demand and will bear interest from the date of payment until paid in full at the highest interest rate in effect as provided for in the terms of Secured Debts. In addition, to the extent permitted by the United States Bankruptcy Code, Mortgagor agrees to pay the reasonable attorneys' fees incurred by Lender to protect Lender's rights and interests in connection with any bankruptcy proceedings initiated by or against Mortgagor. This Security Instrument will remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.
- 20. ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES. As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substance," "hazardous waste," "hazardous substance," or "regulated substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:

- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and will remain in full compliance with any applicable Environmental Law.
- C. Mortgagor will immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor will take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor will immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
- 21. CONDEMNATION. Mortgagor will give Lender prompt notice of any pending or threatened action by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds will be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
- 22. INSURANCE. Mortgagor agrees to keep the Property insured against the risks reasonably associated with the Property. Mortgagor will maintain this insurance in the amounts Lender requires. This insurance will last until the Property is released from this Security Instrument. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debts. Mortgagor may choose the insurance company, subject to Lender's approval, which will not be unreasonably withheld. All insurance policies and renewals shall include a standard "mortgage clause" (or "lender loss payable clause") endorsement that names Lender as "mortgagee" and "loss payee". If required by Lender, all insurance policies and renewals will also include an "additional insured" endorsement that names Lender as an "additional insured". If required by Lender, Mortgagor agrees to maintain comprehensive general liability insurance and rental loss or business interruption insurance in amounts and under policies acceptable to Lender. The comprehensive general liability insurance must name Lender as an additional insured. The rental loss or business interruption insurance must be in an amount equal to at least coverage of one year's debt service, and required escrow account deposits (if agreed to separately in writing).

Mortgagor will give Lender and the insurance company immediate notice of any loss. All insurance proceeds will be applied to restoration or repair of the Property or to the Secured Debts, at Lender's option. If Lender acquires the Property in damaged condition, Mortgagor's rights to any insurance policies and proceeds will pass to Lender to the extent of the Secured Debts.

Mortgagor will immediately notify Lender of cancellation or termination of insurance. If Mortgagor fails to keep the Property insured, Lender may obtain insurance to protect Lender's interest in the Property and Mortgagor will pay for the insurance on Lender's demand. Lender may demand that Mortgagor pay for the insurance all at once,

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or Lender may add the insurance premiums to the balance of the Secured Debts and charge interest on it at the rate that applies to the Secured Debts. This insurance may include lesser or greater coverages than originally required of Mortgagor, may be written by a company other than one Mortgagor would choose, and may be written at a higher rate than Mortgagor could obtain if Mortgagor purchased the insurance. Mortgagor acknowledges and agrees that Lender or one of Lender's affiliates may receive commissions on the purchase of this insurance.

- 23. ESCROW FOR TAXES AND INSURANCE. Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
- 24. WAIVERS. Except to the extent prohibited by law, Mortgagor waives all appraisement and homestead exemption rights relating to the Property.
- 25. OTHER TERMS. The following are applicable to this Security Instrument:
 - A. Line of Credit. The Secured Debts include a revolving line of credit provision. Although the Secured Debts may be reduced to a zero balance, this Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.
 - B. No Action by Lender. Nothing contained in this Security Instrument shall require Lender to take any action.
- **26. APPLICABLE LAW.** This Security Instrument is governed by the laws of Florida, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.
- 27. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument will bind and benefit the successors and assigns of Lender and Mortgagor.
- 28. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.
- 29. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.
- 30. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:

NAHTANO

JONATHAN COOK Florida **Mortgage**

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SHERIE COOK F/K/A SHERIE STRICKLAND

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ACKNOVALEDGINENT.
State OF Florida, County OF Senta Rosa ss.
This instrument was acknowledged before me this 18 day of 18 , 208 by
JONATHAN COOK, spouse of SHERIE COOK F/K/A SHERIE STRICKLAND, and SHERIE COOK F/K/A SHERIE
STRICKLAND, spouse of JONATHAN COOK, who is personally known to me or who has produced
Criver license as identification.
My commission expires: (Notary Public)
and the second s
GAIL HENDERSON GAIL HENDERSON FF 131772 FF 131772 FF 131772

BK: 7920 PG: 149 Last Page

EXHIBIT A

Lot 5, Cerny Heights, being a subdivision of the South 1/2 of Lot 6 (or SW 1/4 of SE 1/4) of Section 1, Township 2 South, Range 31 West, per plat recorded in Plat Book 2, Page 4 of the Public Records of Escambia County, Florida.

Sign for identification:

JONATHAN COOK

DATE 3

DATE O

SHERIE COOK, F/K/A SHERIE STRICKLAND