

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

1225.22

PHILADELPHIA, PA PAULITSKA JAMES 7876 BAY MEADOW PENSACOLA, FL	C - 6023 19176-15 J	540		Application	on date	Apr 21, 2025
PO BOX 71540 PHILADELPHIA, PA PAULITSKA JAMES 7876 BAY MEADOW PENSACOLA, FL	19176-15	540		Application	on date	Anr 21 2025
7876 BAY MEADOW PENSACOLA, FL						7,6, 21, 200
lescription 7876 BAY MEADOWS DR PENSACOLA, FL 32507 7876 BAY MEADOWS DR				Certificate	e#	2023 / 4683
			Date certificate issued		06/01/2023	
s Owned by Appl	icant and	Filed wi	th Tax Deed	Applicati	on	
	2			_		Column 5: Total (Column 3 + Column 4)
			1,135.20		56.76	1,191.96
→Part 2: Total*				1,191.96		
ificates Redeems	d by App	licant (O	ther than Co	untv)		
Column 1 Column 2 Column 3 Column 4 Partificate Number Date of Other Face Amount of Tax Collector's		Column 5		Total (Column 3 + Column 4 + Column 5)		
06/01/2024				6.25	75.96	1,187.07
		L			Part 3: Total*	1,187.07
ctor Certified Am	ou nts (Lir	nes 1-7)				
-4	22. 20. 22. 2		certificates red	deemed by Total of Pa	applicant arts 2 + 3 above	2,379.03
s paid by the applica	int	-				0.00
aid by the applicant						1,031.7
ation report fee				-		200.00
ation fee						175.00
by tax collector und	ler s.197.54	42, F.S. (s	ee Tax Collecto	or Instruction	ons, page 2)	0.00
				Total I	Paid (Lines 1-6)	3,785.74
				y informati	on report fee, a	nd tax collector's fees
					Escambia, Florid	la
ture, Nex Collector or Desi				Date	April 24th,	2025
	Column Date of Certific 06/01/20 ificates Redeeme Column 2 Date of Other Certificate Sale 06/01/2024 ctor Certified Ame cates in applicant's is paid by the applicant ation report fee ation fee by tax collector uncommunication is true and	Column 2 Date of Certificate Sale 06/01/2023 ificates Redeemed by App Column 2 Date of Other Certificate Sale 06/01/2024 Column 2 Column 2 Column 2 Column 2 Column 2 Certificate Sale 06/01/2024 Column 2 Certificate Sale Column 3 Column 4 Certificate Sale Column 5 Certificate Sale Column 6 Certificate Sale Column 7 Certificate Sale Column 8 Column 9 Colum	Column 2 Date of Certificate Sale O6/01/2023 Ificates Redeemed by Applicant (O Column 2 Date of Other Certificate Sale O6/01/2024 Column 3 Face Amount of Other Certificate O6/01/2024 Column 3 Face Amount of Other Certificate O6/01/2024 Column 3 Face Amount of Other Certificate Officiate Sale Officiate Sale Other Certificate Other Certificat	Column 2 Date of Certificate Sale O6/01/2023 Column 3 Face Amount of Certificate O6/01/2023 Ifficates Redeemed by Applicant (Other than Column 2 Date of Other Certificate O6/01/2024 Column 3 Face Amount of Column 4 Tax Collector's Column 4 Tax Co	Column 2 Date of Certificate Sale O6/01/2023 Tace Amount of Certificate O6/01/2023 Tace Amount of Certificate O6/01/2023 Tace Amount of Column 3 Face Amount of Other than County) Column 2 Date of Other Certificate O6/01/2024 Certificate Sale O6/01/2024 Tace Amount of Other Certificate O6/01/2024 Tace Amount of Other Certificate O6/01/2024 Tace Amount of Other Certificate Certificate Sale O6/01/2024 Tace Amount of Other Certificate O6/01/2024 Tace Amount of Other Certificate O6/01/2024 Tace Amount of Other Certificate Tace Amount of Column 3 Tace Amount of Column 3 Tace Amount of Column 4 Tax Collector's Fee Tax	Column 2 Date of Certificate Sale Description Total* Total* To

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

Pari	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.	55,784.50
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
-		
Sign	here: Date of sale12/03/2 Signature, Clerk of Court or Designee	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: 2500274

To: Tax Collector of ESCA	AMBIA COUNTY	_, Florida	
I, KEYS FUNDING LLC - 6023 PO BOX 71540 PHILADELPHIA, PA 19176-15	40,		
hold the listed tax certificate ar	nd hereby surrender the	same to the Tax	Collector and make tax deed application thereo
Account Number	Certificate No.	Date	Legal Description
09-4889-520	2023/4683	06-01-2023	LT 7 BLOCK D BAY MEADOWS S/D PB 9 P 44 OR 6168 P 519
 pay all delinquent an pay all Tax Collector' Sheriff's costs, if app 	ng tax certificates plus in omitted taxes, plus in sees, property informaticable.	nterest covering that	•
which are in my possession.	Sate of which this applic	ation is based and	ran other certificates of the same legal description
Electronic signature on file KEYS FUNDING LLC - 6023 PO BOX 71540 PHILADELPHIA, PA 19176			04.24.2025
			<u>04-21-2025</u> Application Date
Applicant	t's signature		



Gary "Bubba" Peters

Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List





Printer Friendly Version

General Infor	mation
Parcel ID:	3325311010007004
Account:	094889520
Owners:	PAULITSKA JAMES J
Mail:	7876 BAY MEADOWS DR PENSACOLA, FL 32507
Situs:	7876 BAY MEADOWS DR 32507
Use Code:	SINGLE FAMILY RESID 🔑
Taxing Authority:	COUNTY MSTU

Tax Inquiry: Open Tax Inquiry Window
Tax Inquiry link courtesy of Scott Lunsford

Escambia County Tax Collector

Assessn	nents			
Year	Land	Imprv	Total	<u>Cap Val</u>
2024	\$35,000	\$189,353	\$224,353	\$111,569
2023	\$35,000	\$179,715	\$214,715	\$108,320
2022	\$15,000	\$163,464	\$178,464	\$105,166

Disclaimer

Tax Estimator

Change of Address

File for Exemption(s) Online

Report Storm Damage

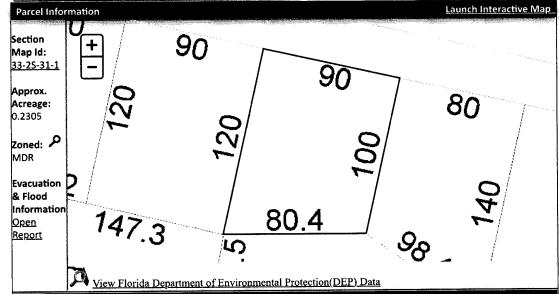
Sales Data Sale Date	grand and the same of	NAMES OF TAXABLE PARTY.		Type	Multi Parcel	Records
		-	\$149,900		N	D)
06/2006	5933	1229	\$135,000	WD	N	Ľ,
10/2003	5274	1271	\$99,500	WD	N	Ľ,
02/1980	1416	57	\$58,529	WD	N	D

Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller 2024 Certified Roll Exemptions
HOMESTEAD EXEMPTION, VETERANS, WIDOWER

Legal Description

LT 7 BLOCK D BAY MEADOWS S/D PB 9 P 44 OR 6168 P 519

Extra Features
FRAME BUILDING
POOL



Buildings

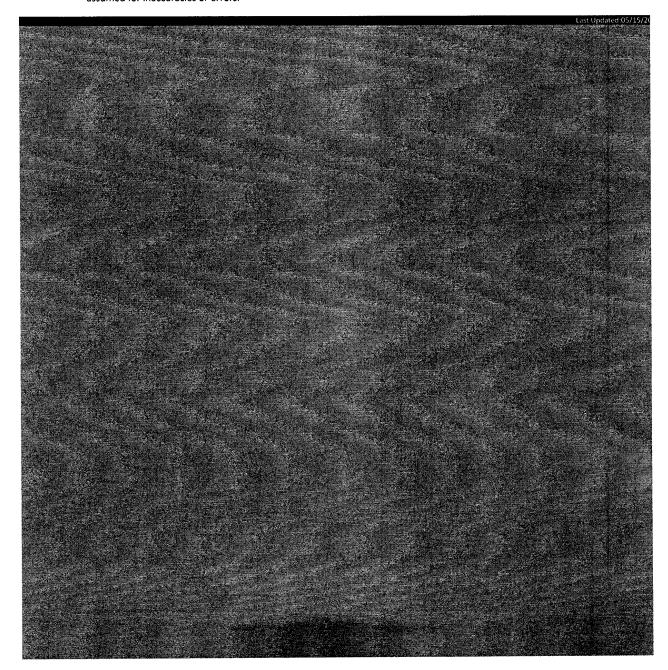
Address:7876 BAY MEADOWS DR, Improvement Type: SINGLE FAMILY, Year Built: 1978, Effective Year: 1978, PA Building ID#: 109709

DECOR/MILLWORK-ABOVE AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-BRICK-FACE/VENEER
FLOOR COVER-CARPET
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-6
NO. STORIES-1
ROOF COVER-DIMEN/ARCH SHNG
ROOF FRAMING-GABLE-HI PITCH
STORY HEIGHT-0
STRUCTURAL FRAME-WOOD FRAME

Areas - 2110 Total SF
BASE AREA - 1616
GARAGE FIN - 484
OPEN PORCH FIN - 10

5/16/2024 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# 2025038220 5/23/2025 9:48 AM OFF REC BK: 9322 PG: 453 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That KEYS FUNDING LLC holder of Tax Certificate No. 04683, 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 7 BLOCK D BAY MEADOWS S/D PB 9 P 44 OR 6168 P 519

SECTION 33, TOWNSHIP 2 S, RANGE 31 W

TAX ACCOUNT NUMBER 094889520 (1225-22)

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

JAMES J PAULITSKA

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

Dated this 22nd 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.

COMPTAGE AND A COUNTY TO SERVICE OF THE COUNTY

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 ATTACHE	O REPORT IS ISSUED	TO:			
SCOTT LUNSFO	ORD, ESCAMBIA COU	NTY TAX COLLECTOR	R		
TAX ACCOUNT	#: 09-4889-5	20 CERTIFICA	ATE #:	2023-468	3
REPORT IS LIM	ITED TO THE PERSO	NCE. THE LIABILITY I N(S) EXPRESSLY IDEN CIPIENT(S) OF THE PRO	TIFIED BY	NAME IN THE	PROPERTY
listing of the own tax information as encumbrances rec	er(s) of record of the land a listing and copies of	ce with the instructions g d described herein togeth f all open or unsatisfied le cord Books of Escambia	er with currenters, mortgage	nt and delinquent ges, judgments a	t ad valorem nd
and mineral or an		axes; taxes and assessmently kind or nature; easement isputes.			
		he validity or sufficiency nion of title, a guarantee of			
Use of the term "	Report" herein refers to	the Property Information	Report and th	e documents atta	ached hereto.
Period Searched:	September 5, 2005 to a	and including Septembe	er 5, 2025	Abstractor:	Pam Alvarez
BY	[phl/				

Michael A. Campbell, As President

Dated: September 8, 2025

PROPERTY INFORMATION REPORT

CONTINUATION PAGE

September 8, 2025

Tax Account #: 09-4889-520

1. The Grantee(s) of the last deed(s) of record is/are: JAMES J PAULITSKA

By Virtue of Warranty Deed recorded 6/21/2007 in OR 6168/519

- 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 Regions Bank recorded 4/23/2019 OR 8082/410 together with Notice of Lis Pendens recorded 6/11/2025 OR 9329/1559
 - b. Financing Statement in favor of Loanpal LLC recorded 10/6/2020 OR 8378/1698
- 4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 09-4889-520 Assessed Value: \$111,569.00

Exemptions: HOMESTEAD, VETERANS AND WIDOWER

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
CERTIFICATION			TILL VILL	I OIL IDIL

TAX DEED SALE DATE:	DEC 3, 2025
TAX ACCOUNT #:	09-4889-520
CERTIFICATE #:	2023-4683
those persons, firms, and/or agencies having l	statutes, the following is a list of names and addresses of egal interest in or claim against the above-described ficate is being submitted as proper notification of tax deed
YES NO ☐ ☑ Notify City of Pensacola, P.O. E ☐ ☑ Notify Escambia County, 190 G ☐ Homestead for <u>2024</u> tax year.	overnmental Center, 32502
JAMES J PAULITSKA AND CYNTHIA LORRAINE PAULITSKA 7876 BAY MEADOWS DR PENSACOLA, FL 32507	REGIONS BANK 201 MILAN PARKWAY BIRMINGHAM, AL 35211
REGIONS BANK 2050 PARKWAY OFFICE CIRCLE HOOVER, AL 35244	LOANPAL LLC PO BOX 4387 PORTLAND, OR 97208 LOANPAL LLC
	8781 SIERRA COLLEGE BOULEVARD

Certified and delivered to Escambia County Tax Collector, this 8th day of September 2025.

ROSEVILLE, CA 95746

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

September 8, 2025 Tax Account #:09-4889-520

LEGAL DESCRIPTION EXHIBIT "A"

LT 7 BLOCK D BAY MEADOWS S/D PB 9 P 44 OR 6168 P 519

SECTION 33, TOWNSHIP 2 S, RANGE 31 W

TAX ACCOUNT NUMBER 09-4889-520(1225-22)

Recorded in Public Records 06/21/2007 at 02:43 PM OR Book 6168 Page 519, Instrument #2007059687, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$27.00 Deed Stamps \$1049.30

Prepared By:

Michael D. Morelly, Esq. 1200 S. Pine Island Road, Suite 220 Plantation, Florida 33324

File No: 1750470

Return to: Sunbelt Title Agent 809 S. Orlando Ave, Suite K-Winter Park, FL 32789

Warranty Deed

THIS INDENTURE, made this day of Jine, 200, between Tobi J. Probst a/k/a Tobi Herron and Matthew C. Herron a/k/a Matthew Herron, wife and husband, whose address is 7876 Bay Meadows Dr., Pensacola, FL 32507, hereinafter called the Grantor, and Jones J. Paulitska husband whose address is:

1870 Bay Neodols M. Pensacod FL*, hereinafter called the Grantee.

** 38507

(Wherever used herein the terms "Grantor and Grantee" include the parties to this instrument and their heirs, legal representatives and assignees of individuals, and assigns of corporations)

WITNESSETH: the Grantor, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged by these presents does grant, bargain and sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in Escambia County, Florida, viz:

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

Subject to: Restrictions, limitations, conditions, reservations, covenants and easements of record, if any, all applicable zoning ordinances, and taxes for the current year and all subsequent years.

TOGETHER with all the tenements, hereditament and appurtenances thereto belonging or in otherwise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever and the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple, that the Grantor has good right and lawful authority to sell and convey said land, and that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of any and all persons whomsoever.

BK: 6168 PG: 520



IN WITNESS WHEREOF the Grantor has caused these presents to be executed in his/her/their/its name, and if Grantor is a corporation, its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Wherever the text in this Deed so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural.



BK: 6168 PG: 521 Last Page

Cartus File No. 1750470

Property Address: 7876 Bay Meadows Dr., Pensacola, FL 32507

EXHIBIT "A"

Lot 7, Block D, BAY MEADOWS, being a Re-Subdivision of Lot 31, the East 1/2 of Lots 28 & 32 and portions of Lots 29, 30 & 58, of Bayreuth Subdivision recorded in Deed Book 74, Page 100, being a part of Section 33, Township 2 South, Range 31 West, (The J.B. Casenava Grant) Escambia County, Florida, according to plat recorded in Plat Book 9, at Page 44 of the Public Records of said County

Recorded in Public Records 4/23/2019 8:57 AM OR Book 8082 Page 410, Instrument #2019034711, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$69.50 MTG Stamps \$140.00 Int. Tax \$80.00

> WHEN RECORDED MAIL TO: Regions Bank Collateral Management 201 Milan Parkway Birmingham, AL 35211

This Mortgage prepared by

Name: Stacy Berry Name: Staty Derry Company: Regions Bank Address: 2050 Parkway Office Circle, Hoover, AL 35244





MORTGAGE

THIS MORTGAGE dated 04/16/2019, is made and executed between JAMES J PAULITSKA, whose address is 7876 BAY MEADOWS DR, PENSACOLA, FL 32507; unmarried (referred to below as "Grantor") and Regions Bank, whose address is 201 Milan Parkway, Birmingham, AL 35211 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures, all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in ESCAMBIA County, State of Florida:

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

The Real Property or its address is commonly known as 7876 BAY MEADOWS DR, PENSACOLA, FL 32507.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$40,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until Grantor's interest in any or all of the Property is foreclosed, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and tenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) naither Grantor nor any tenant, confractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warmanties contained herein are based on Grantor's due difigence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnity defend, and hold harmless Len

MORTGAGE (Continued)

Page 2

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without leaders refer within coaches. without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Mortgage

Subsequent Liens. Grantor shall not allow any subsequent liens or mortgages on all or any portion of the Property without the prior written consent of Lender

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Mortgage:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, payroll taxes, special taxes, assessments, water charges and sewer service charges tevied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of any liens having priority over or equal to the interest of Lender under this Mortgage, except for those liens specifically agreed to in writing by Lender, and except for the lien of taxes and assessments not due as further specified in the Right to Contest paragraph.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property Is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Mortgage:

Maintenance of Insurence. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurenc containing a stipulation that coverage will not be cancelled or diminished without a minimum of ten (10) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that overage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Lender that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. the term of the loan.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds \$10,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. replacement exceeds \$10,000.00. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Mortgage. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Mortgage, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims. (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If Lender purchases any insurance on the Property, such insurance may, in Lender's sole discretion, protect only Lender's interest. Grantor acknowledges that: insurance purchased by Lender may provide limited protection against physical damage to the Property; Grantor's equity in the Property may not be insurance by such insurance; such insurance may not cover the contents of the Property; and Grantor may not be compensated by such insurance for loss or damage to personal belongings, furniture or equipment. Lender shall have no obligation to purchase any insurance on the Property. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note, or the maximum rate permitted by law, whichever Is less, from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the indebtedness and, at Lender's option, will. (A) be payable on demand: (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Le

MORTGAGE (Continued)

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WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Mortgage

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Mortgage, and (b) Grantor has the full right, power, and authority to execute and deliver this Mortgage to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Lender under this Mortgage, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by coursel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Promises. All promises, agreements, and statements Grantor has made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as Grantor's Indebtedness is paid in full.

CONDEMNATION. The following provisions relating to condemnation proceedings are a part of this Mortgage:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. If all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Lender in connection with the condemnation.

IMPOSITION OF TAXES, FEES AND CHARGES BY GOVERNMENTAL AUTHORITIES. The following provisions relating to governmental taxes, fees and charges are a part of this Mortgage:

Current Taxes, Fees and Charges. Upon request by Lender, Grantor shall execute such documents in addition to this Mortgage and take whatever other action is requested by Lender to perfect and continue Lender's lien on the Real Property. Grantor shall reimburse Lender for all taxes, as described below, together with all expenses incurred in recording, perfecting or continuing this Mortgage, including without limitation all intangible personal property taxes, documentary stamp taxes, fees, and other charges for recording or registering this Mortgage.

Taxes. The following shall constitute taxes to which this section applies: (1) a specific tax, including without limitation an intangible personal property tax, upon this type of Mortgage or upon all or any part of the Indebtedness secured by this Mortgage; (2) a specific tax on Grantor which Grantor is authorized or required to deduct from payments on the Indebtedness secured by this type of Mortgage; (3) a tax on this type of Mortgage chargeable against the Lender or the holder of the Note; and (4) a specific tax on all or any portion of the Indebtedness or on payments of principal and interest made by Grantor.

Subsequent Taxes. If any tax to which this section applies is enacted subsequent to the date of this Mortgage, this event shall have the same effect as an Event of Default, and Lender may exercise any or all of its available remedies for an Event of Default as provided below unless Grantor either (1) pays the tax before it becomes delinquent, or (2) contests the tax as provided above in the Taxes and Liens section and deposits with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Mortgage as a security agreement are a part of this Mortgage:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Personal Property. In addition to recording this Mortgage in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Mortgage as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property upon default, Grantor shall assemble any Personal Property on the affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailting addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Mortgage may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Mortgage.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Mortgage:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filled, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Mortgage, and the Related Documents, and (2) the liens and security interests created by this Mortgage as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Mortgage, Lender shall execute and deliver to Grantor a suitable satisfaction of this Mortgage and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. Grantor with pay, if permitted by applicable law, any reasonable termination fee as determined by Lender from time to time.

EVENTS OF DEFAULT. At Lender's option, Grantor will be in default under this Mortgage if any of the following happen:

Payment Default. Grantor fails to make any payment when due under the indebtedness

Default on Other Payments. Failure of Grantor within the time required by this Mortgage to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

MORTGAGE (Continued)

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Break Other Promises. Grantor breaks any promise made to Lender or fails to perform promptly at the time and strictly in the manner provided in this Mortgage or in any agreement related to this Mortgage.

Default in Favor of Third Parties. Should Grantor default under any loan, extension of credit, security agreement, purchase or sales agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Grantor's property or Grantor's ability to repay the Indebtedness or Grantor's ability to perform Grantor's obligations under this Mortgage or any of the Related Documents.

False Statements. Any representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Mortgage or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Mortgage or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or insolvency. The death of Grantor, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Taking of the Property. Any creditor or governmental agency tries to take any of the Property or any other of Grantor's property in which Lender has a lien. This includes taking of, garnishing of or levying on Grantor's accounts with Lender. However, if Grantor disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Grantor gives Lender written notice of the claim and furnishes Lender with monles or a surety bond satisfactory to Lender to satisfy the claim, then this default provision will not apply.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or Hability under, any Guaranty of the Indebtedness.

Insecurity. Lender in good faith believes itself insecure.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of an Event of Default and at any time thereafter, Lender, at Lender's option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Lender shall have the right at its option without notice to Grantor to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Grantor would be required to pay.

UCC Ramedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Judicial Foreclosure. Lender may obtain a judicial decree foreclosing Grantor's interest in all or any part of the Property.

Deficiency Judgment. If permitted by applicable law, Lender may obtain a judgment for any deficiency remaining in the indebtedness due to Lender after application of all amounts received from the exercise of the rights provided in this section.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, or (2) vacate the Property immediately upon the demand of Lender.

Other Remedies. Lender shall have all other rights and remedies provided in this Mortgage or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshalled. In exercising its rights and remedies, Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property.

Notice of Sale. Lender will give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Lender to choose any one remedy will not bar Lender from using any other remedy. If Lender decides to spend money or to perform any of Grantor's obligations under this Mortgage, after Grantor's failure to do so, that decision by Lender will not affect Lender's right to declare Grantor in default and to exercise Lender's remedies.

Attorneys' Fees; Expenses. If Lender institutes any suit or action to enforce any of the terms of this Mortgage, Lender shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and upon any appeal. Whether or not any court action is involved, and to the extent not prohibited by law, all reasonable expenses Lender incurs that in Lender's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Indebtedness payable on demand and shall bear interest at the Note rate from the date of the expenditure until repaid. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, Lender's reasonable attorneys' fees and expenses, whether or not there is a lawsuit, including reasonable attorneys' fees and expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.

NOTICES. Any notice required to be given under this Mortgage, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown are the beginning of this Mortgage. Any person may change his or her address for notices under this Mortgage by giving written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors. It will be Grantor's responsibility to tell the others of the notice from Lender.

ADDITIONAL RIGHTS AND REMEDIES UPON DEFAULT AND FORECLOSURE. Upon the occurrence of an Event of Default, Lender, in addition to the other rights and remedies provided in this Mortgage, at law and in equity, shall have the right at any time, at its option and sole discretion, to pay any or all Existing Indebtedness, and to cause any or all Existing Uens, or other liens, on the Real Property to be discharged, whether or not such Existing Indebtedness, Existing Liens or other liens are in default, and any such payment by Lender shall constitute Indebtedness as defined herein. Lender's right of payment and discharge, expressly hereby authorized by Grantor, includes the right of Lender to pay any and all proceeds (including but not limited to excess proceeds above the amount owed) arising from collection

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efforts (including foreclosure sale or any other subsequent sale by Lender) toward any indebtedness evidenced by a recorded lien against the Real Property, whether or not such lien was extinguished upon foreclosure. Grantor expressly authorizes Lender to communicate with other lienholders, holders and/or owners (and their agents, representatives and servicers) of such other indebtedness, and to rely on information obtained from them in order to make such payment to them. In addition to and not in limitation of the other rights of Lender provided in this Mortgage, at law and in equity, until all sums owed under the Note have been paid to or otherwise recovered by Lender any and all reasonable attorneys' fees, expenses and carrying costs (including but not limited to insurance, ad valorem taxes, improvements, maintenance, repairs, assessments, association dues, environmental reports, surveys, closing costs, real estate commissions, advertising and marketing) incurred by Lender during the course of collection and recovery (both before and after foreclosure) shall constitute indebtedness as defined herein. Grantor agrees that in the event Lender sells the Real Property post-foreclosure during any applicable redemption period, any payment and discharge of liens, and any and all reasonable attorneys' fees, expenses, costs of sale and carrying costs (including but not limited to those described above) incurred by Lender during Lender's period of ownership of the Real Property shall be deducted for the purposes of determining any profit realized.

DEFENSE COSTS. Subject to any limits under applicable law, in addition to the costs and expenses Grantor has agreed to pay within this Mortgage, Grantor will pay all costs and expenses incurred by Lender arising out of or relating to any steps or actions Lender takes to defend any unsuccessful claim, allegation, remedy or counterclaim Borrower may assert against Lender. Such costs and expenses shall include, without limitation, reasonable attorneys' fees and costs.

ESCROW. Federal law may require a lender or its servicer to escrow all premiums and fees for flood insurance that covers any residential building or mobile home securing a loan that is located in an area with special flood hazards. If it is determined, at any time while any amount remains outstanding under the Note, that federal law requires flood insurance premiums and fees to be escrowed on the loan, the following terms will apply:

Loan Servicing System. The loan will be transferred internally by Lender to a different loan servicing system.

Payment Due Date. The payments due under the Note will be due on the first (1st) day of each month.

Escrow Terms. Along with each payment due under the Note, until the Note is paid in full, a sum (the "Funds") will be paid to Lender to provide for payment of amounts due for flood insurance premiums and fees or for the following as Lender may, in its sole discretion, require: (a) taxes and assessments and other items which can attain priority over this Mortgage as a lien or encumbrance on the Real Property; (b) leasehold payments or ground rents on the Real Property, if any; (c) premiums for any and all other insurance required by Lender under the Mortgage; and (d) any community association dues, fees, and assessments relating to the Real Property. These items are called "Escrow Items." All notices of amounts to be paid under this provision must be promptly furnished to Lender.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under the Real Estate Settlement Procedures Act and Regulation X ("RESPA"), and (b) not to exceed the maximum amount a lender can require under RESPA. Lender will estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds will be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender will apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender will not charge for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays interest on the Funds and applicable law permits Lender to make such a charge. Unless an agreement is made in writing or applicable law requires interest to be paid on the Funds, Lender shall not be required to pay any interest or earnings on the Funds. Lender will provide, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender will account for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender will provide notice as required by RESPA, and the amount necessary to make up the shortage in accordance with RESPA shall be paid to Lender in monthly payments.

Upon payment in full of all sums secured by the Mortgage, Lender will promptly refund any Funds held by Lender.

PRIVATE FLOOD INSURANCE. If the Property is at any time deemed to be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area and if Federal Flood Insurance is not available, Grantor agrees to obtain and maintain flood insurance in an amount equal to the full unpaid principal balance under the Note plus the amount of any prior tiens on the Property. Such flood insurance will be with such insurer as is satisfactory to Lender. Such flood insurance will also be on such terms as are satisfactory to Lender, including deductible provisions, endorsements, a standard mortgagee clause in favor of Lender, and stipulations that coverage will not be cancelled or diminished without at least ten (10) days' prior written notice to Lender with no disclaimer for failure to give such cancellation notice.

to give such canceration notice.

AUTHORIZATION TO OTHER LIEN HOLDERS. The Grantor hereby authorizes the holder of any other mortgage, lien or encumbrance on any portion of the Real Property and any other party claiming any interest in the Real Property whatsoever to disclose to the Lender any and all information the Lender may request, including, without limitation; (1) the nature of such interest in or claim to the Real Property; (2) the amount of such interest or claim or of any indebtedness or obligation secured by any mortgage, lien or encumbrance; (3) the amount of any such indebtedness or obligation that is unpaid; (4) whether any amount owed on any such indebtedness or obligation is or has been in arrears; (5) whether there is or has been any default with respect to any such mortgage, lien or encumbrance or the indebtedness or obligation secured thereby; and (6) any other information regarding such interest, claim, mortgage, lien or encumbrance or the indebtedness or obligation secured thereby which the Lender may request from time to time. This authorization shall be effective without any further action, notice, authorization or consent from the Grantor and shall remain in full force and effect for so long as this Mortgage remains unsatisfied and has not been released.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. With respect to interest (as defined by federal law) this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Alabama without regard to its conflicts of laws provisions. In all other respects, this Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. The loan transaction that is evidenced by the Note and this Mortgage has been approved, made, and funded, and all necessary loan documents have been accepted by Lender in the State of Alabama.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage

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even if a provision of this Mortgage may be found to be invalid or unenforceable.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means JAMES J PAULITSKA and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means JAMES J PAULITSKA

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

improvements. The word "improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Agreement, together with interest on such amounts as provided in this Agreement, and any and all other present or future, direct or contingent liabilities or indebtedness of any person who signs the Note to the Lender of any nature whatsoever, whether classified as secured or unsecured, except that the word "indebtedness" shall not include any debt subject to the disclosure requirements of the Federal Truth-in-Lending Act if, at the time such debt is incurred, any legally required disclosure of the lien afforded hereby with respect to such debt shall not have been made.

Lender. The word "Lender" means Regions Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated April 16, 2019, in the original principal amount of \$40,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Note is April 22, 2034.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property. However, should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Personal Property is limited to only those items specifically covered (currently or hereafter) by Coverage A of the standard flood insurance policy issued in accordance with the National Flood Insurance Program or under equivalent coverage similarly issued by a private insurer to satisfy the National Flood Insurance Act (as amended).

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

//

SSES

GRANTOR:

Richard Combs

Robert Combs

MORTGAGE (Continued)

Page 7

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Florida

) SS

COUNTY OF _ESCAMBIA

The foregoing instrument was acknowledged before me this $\frac{16th}{\text{by JAMES J PAULITSKA}}$, unmarried, who is personally known to me of identification.

ROBERT KEITH COMBS MY COMMISSION # FF 928564 EXPIRES: February 10, 2020

ing Acknowledgment)

Robert K. Combs

(Name of Acknowledger Typed, Printed or Stamped)

Notary Public (Title or Rank)

FF 926564

(Serial Number, if any)

Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

led Thru Notary Public Underwite

Organization: Regions Bank

NMLSR ID: 174498

Individual: JOHN JOHNSTON

NMLSR ID: 900751

LaserPro, Ver. 18.3.10.008

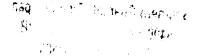
Copr. Finastra USA Corporation 1997, 2019. All E:\sysapps\HarlandALS\CFRLPL\G03.FC TR-1021663 PR-272 Rights Reserved.

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EXHIBIT "A"

Lot 7, Block D, Bay Meadows, being a Re-subdivision of Lot 31, and the East 1/2 of Lots 28 & 32 and portions of Lots 29, 30 and 58, of Bayreuth Subdivision recorded in Deed Book 74, page 100, being a part of Section 33, Township 2 South, Range 31 West, (The J.B. Casesnava Grant), Escambia County, Florida, according to the plat recorded in Plat Book 9, Page 44, of the Public Records of said County.



Recorded in Public Records 6/11/2025 3:46 PM OR Book 9329 Page 1559, Instrument #2025042663, Pam Childers Clerk of the Circuit Court Escambia County, FL

Filing # 224313008 E-Filed 06/02/2025 11:32:26 AM

REGIONS BANK, Plaintiff,

IN THE 1st JUDICIAL CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

Case No. 2025 CA 000752

VS.

JAMES J. PAULITSKA; UNKNOWN SPOUSE OF JAMES J. PAULITSKA; LOANPAL., LLC; and UNKNOWN TENANT

Defendant.

NOTICE OF LIS PENDENS

TO THE DEFENDANTS NAMED HEREIN AND ALL OTHERS WHOM IT MAY CONCERN:

YOU ARE NOTIFIED of the institution of this action seeking to foreclose a mortgage against real property located in Escambia County, Florida, described as:

LOT 7, BLOCK D, BAY MEADOWS, BEING A RE-SUBDIVISION OF LOT 31, AND THE EAST ½ OF LOTS 28 & 32 AND PORTIONS OF LOTS 29, 30 AND 58, OF BAYREUTH SUBDIVISION RECORDED IN DEED BOOK 74, PAGE 100, BEING A PART OF SECTION 33, TOWNSHIP 2 SOUTH, RANGE 31 WEST, (THE J.B. CASESNAVA GRANT), ESCAMBIA COUNTY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 9, PAGE 44, OF THE PUBLIC RECORDS OF SAID COUNTY.

By:

DATED June 2 , 2025

DEAN, MEAD, EGERTON, BLOODWORTH, CAPOUANO & BOZARTH, P.A.

Attorneys for Plaintiff

SEND MAIL TO: Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A. Attn: Leslie S. White Post Office Box 2346 Orlando, FL 32802-2346 Les White, for the firm Florida Bar No. 521078 Telephone 407-841-1200 Facsimile 407-423-1831

primary email: lwhite@deanmead.com secondary email: eglynn@deanmead.com

5613411.vl

Recorded in Public Records 10/6/2020 4:24 PM OR Book 8378 Page 1698, Instrument #2020082197, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50

STATE OF FLORIDA UNIFORM COM	IMERCIAL CODE				
FINANCING STATEMENT FORM					
A. NAME & DAYTIME PHONE NUMBER OF CONTACT F	ERSON				
B. Email Address filings@loanpalsupport.con	1				
C. SEND ACKNOWLEDGEMENT TO: Name Loanpal, LLC					
Address P.O. Box 4387					
Address					
City/State/Zip Portland, OR 97208					
				ILING OFFICE US	E ONLY
I. DEBTOR'S EXACT FULL LEGAL NAME - INSERT (1.a ORGANIZATION'S NAME	ONLY ONE DEBTOR NAME (1a OR 1b) - D	o Not Abbrey	viate or Combin	ne Names	
1.6 INDIVIDUAL'S SURNAME Paulitska	FIRST PERSONAL NAME James	ADD	ITIONAL NAM	ME(S)/INITIAL(S)	SUFFIX
Lc MAILING ADDRESS Line One 7876 Bay Meadows Dr		This space	not available.		
MAILING ADDRESS Line Two	CITY PENSACOLA		STATE	POSTAL CODE 32507-1581	COUNTRY
				· · · · · · · · · · · · · · · · · · ·	
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL N 2.a ORGANIZATION'S NAME	NAME - INSERT ONLY ONE DEBTOR NAM	IE (2a OR 21	b) – Do Not Ab	breviate or Combine	Names
2.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADD	ITIONAL NAM	ME(S)/INITIAL(S)	SUFFIX
	TROTT ENDOVINE WHAT				
2.c MAILING ADDRESS Line One	This space not available.				
MAILING ADDRESS Line Two	CITY		STATE	POSTAL CODE	COUNTRY
3.a organization's name Loanpal, LLC 3.b individual's surname	FIRST PERSONAL NAME	ADD	ITIONAL NA	ME(S)/INITIAL(S)	SUFFIX
3.c MAILING ADDRESS Line One		This space	not available.		
8781 Sierra College Boulevard MAILING ADDRESS Line Two	CITY		STATE		COUNTRY
4. This FINANCING STATEMENT covers the following	Roseville		CA	95746	USA
All of the debtor's right, title and interest in the Phincluding but not limited to rooftop solar panels, swires, support brackets, roof mounted or ground addition, the security interest includes all warrantial	otovoltaic Solar Energy Equipment or solar roofing materials, wall mounted t mounted racking systems, related equi	patteries, st pment, and	tand alone b d additions o	atteries, inverters	, cables and
5. ALTERNATE DESIGNATION (if applicable)	LESSEE/LESSOR CONSIGNEE/CONS	SIGNOR	BAILEE/BA	AilOR	
	AG LIEN NON-UCC FILING		SELLER/E	BUYER	
6. Florida DOCUMENTARY STAMP TAX - YOU AN All documentary stamps due and payable or to	RE REQUIRED TO CHECK EXACTLY ONE	вох s. 201.22 I	F.S., have be	een paid.	
Florida Documentary Stamp Tax is not require	ed.				
7. OPTIONAL FILER REFERENCE DATA					
# 2004026981					
·					
STANDARD FORM - FORM UCC-1 (REV.05/2013)	Filing Office Copy	, , , , , , , , , , , , , , , , , , ,	Approved by the	he Secretary of State	, State of Florida

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8. NAME OF FIRST DEBTOR (8a. ORGANIZATION'S NAME	1aOR 1b) ON RELA	ATED FINAN	CING STAT	EMENT				
8b. INDIVIDUAL`S SURNAME Paulitska	FIRST PERSONAL NAME James	ADDITIONAL NAME(S)/INI		SUFFIX				
9. MISCELLANEOUS:					THE ABOVE	E SPACE IS FO	PR FILING OFFICE	USE ONLY
10. ADDITIONAL DEBTOR'S 10.a ORGANIZATION'S NAME	EXACT FULL LEGA	L NAME - INSI	ERT ONLY O	NE DEBTOR NAM	ME (19a OR	10b) ~ Do Not &	abbreviate or Combin	e Names
10.5 INDIVIDUAL'S SURNAME		FI	RST PERSON	AL NAME	AD	DITIONAL NA	ME(S)/INITIAL(S)	SUFFIX
10.c MAILING ADDRESS Line On	ę				This spac	e not available.		
MAILING ADDRESS Line Two		CI	TY			STATE	POSTAL CODE	COUNTR
11. SECURED PARTY'S NAM	E (or NAME of TOTA	AL ASSIGNEE o	f ASSIGNOR	S/P) – INSERT ON	ILY ONE SE	ECURED PART	Y (11a OR 11b)	,/
II.a ORGANIZATION'S NAME	::X::::::::::::::::::::::::::::::::							
11.6 INDIVIDUAL'S SURNAME	**************************************	FI	FIRST PERSONAL NAME ADDITIONAL NAME(S)/INITIAL(S) SUFFI					SUFFIX
11.c MAILING ADDRESS Line One			This space not available.					
MAILING ADDRESS Line Two		CI	TY			STATE	POSTAL CODE	COUNTI
32507-1581 County: ESCAMBIA APN: 332S311010007004 Legal LT 7 BLOCK	is a Marture filin Dr. PENSACOLA, FL. D BAY MEAD 14 OR 6168 P	• •OWS 519	5. Additional	ollateral description	n:			
James Paulitska								
		С	ollateral is 7. Check only Debtor is	f applicable and che a TRANSMITTING	i istered by De eck <u>only</u> one G UTILITY	ecedent's Person box.	al Representative	5