



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

1225.24

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	KEYS FUNDING LLC - 6023 PO BOX 71540 PHILADELPHIA, PA 19176-1540	Application date	Apr 21, 2025
Property description	COLVIN DAVID R II & COLVIN CHERYL L 8725 GERALD RD PENSACOLA, FL 32507 8725 GERALD AVE 09-4910-200 N 225 FT LT 31 & W 50 FT OF S 75 FT OF N 225 FT LT 30 BLK A GULF BEACH MANOR PLAT BK 1 P 16 & 16A OR (Full legal attached.)	Certificate #	2023 / 4693
		Date certificate issued	06/01/2023

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

Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2023/4693	06/01/2023	656.56	32.83	689.39
→Part 2: Total*				689.39

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

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2024/4800	06/01/2024	661.92	6.25	45.51	713.68
Part 3: Total*					713.68

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	1,403.07
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	584.00
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	2,362.07

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: Escambia, Florida
Signature, Tax Collector or Designee Date April 24th, 2025

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

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	37,204.50
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>12/03/2025</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS

Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

N 225 FT LT 31 & W 50 FT OF S 75 FT OF N 225 FT LT 30 BLK A GULF BEACH MANOR PLAT BK 1 P 16 & 16A OR 2679 P 819 OR 6327 P 1956 ALSO W 50 FT OF N 150 FT OF LT 30 BLK A GULF BEACH MANOR PB 1 P 16 OR 3951 P 315

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2500266

To: Tax Collector of ESCAMBA COUNTY, Florida

I,

KEYS FUNDING LLC - 6023

PO BOX 71540

PHILADELPHIA, PA 19176-1540,

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

Account Number	Certificate No.	Date	Legal Description
09-4910-200	2023/4693	06-01-2023	N 225 FT LT 31 & W 50 FT OF S 75 FT OF N 225 FT LT 30 BLK A GULF BEACH MANOR PLAT BK 1 P 16 & 16A OR 2679 P 819 OR 6327 P 1956 ALSO W 50 FT OF N 150 FT OF LT 30 BLK A GULF BEACH MANOR PB 1 P 16 OR 3951 P 315

I agree to:

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

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

Electronic signature on file

KEYS FUNDING LLC - 6023

PO BOX 71540

PHILADELPHIA, PA 19176-1540

04-21-2025

Application Date

Applicant's signature




Sale List

Printer Friendly Version


Parcel Information

Section
Map Id:
33-25-31-5

Approx.
Acreage:
0.7886

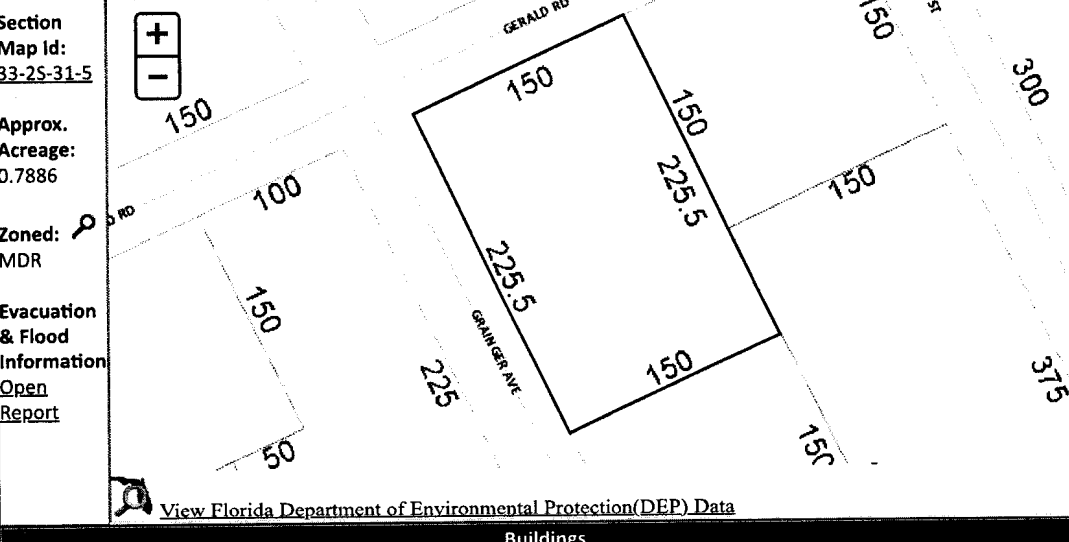
Zoned:  MDR

Evacuation
& Flood
Information
Open
Report

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

Buildings

Address: 8725 GERALD AVE, Improvement Type: SINGLE FAMILY, Year Built: 1985, Effective Year: 1985, PA Building ID#: 109769



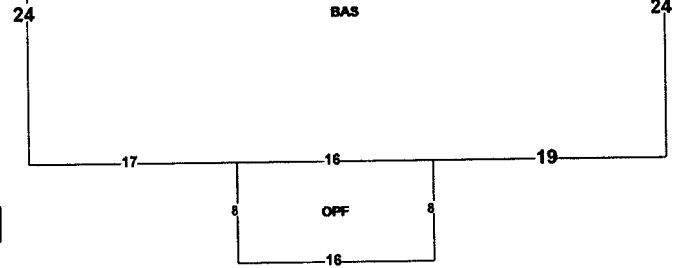
The map displays a rectangular property parcel with dimensions 150, 225.5, 150, and 225.5. The parcel is situated between GERALD RD to the north and GRANITE AVE to the south. The map also shows surrounding streets including 150, 100, 150, 50, 150, 300, and 375. A legend in the top left corner indicates a '+' symbol for a feature and a '-' symbol for another. A magnifying glass icon is located near the 'Zoned' field. A small map icon is located near the 'View Florida Department of Environmental Protection(DEP) Data' link.

DECOR/MILLWORK-AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-SIDING-LAP.AAVG
FLOOR COVER-CARPET
FOUNDATION-WOOD/SUB FLOOR
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-6
NO. STORIES-1
ROOF COVER-DIMEN/ARCH SHNG
ROOF FRAMING-GABLE
STORY HEIGHT-0
STRUCTURAL FRAME-WOOD FRAME

Areas - 1376 Total SF

BASE AREA - 1248

OPEN PORCH FIN - 128



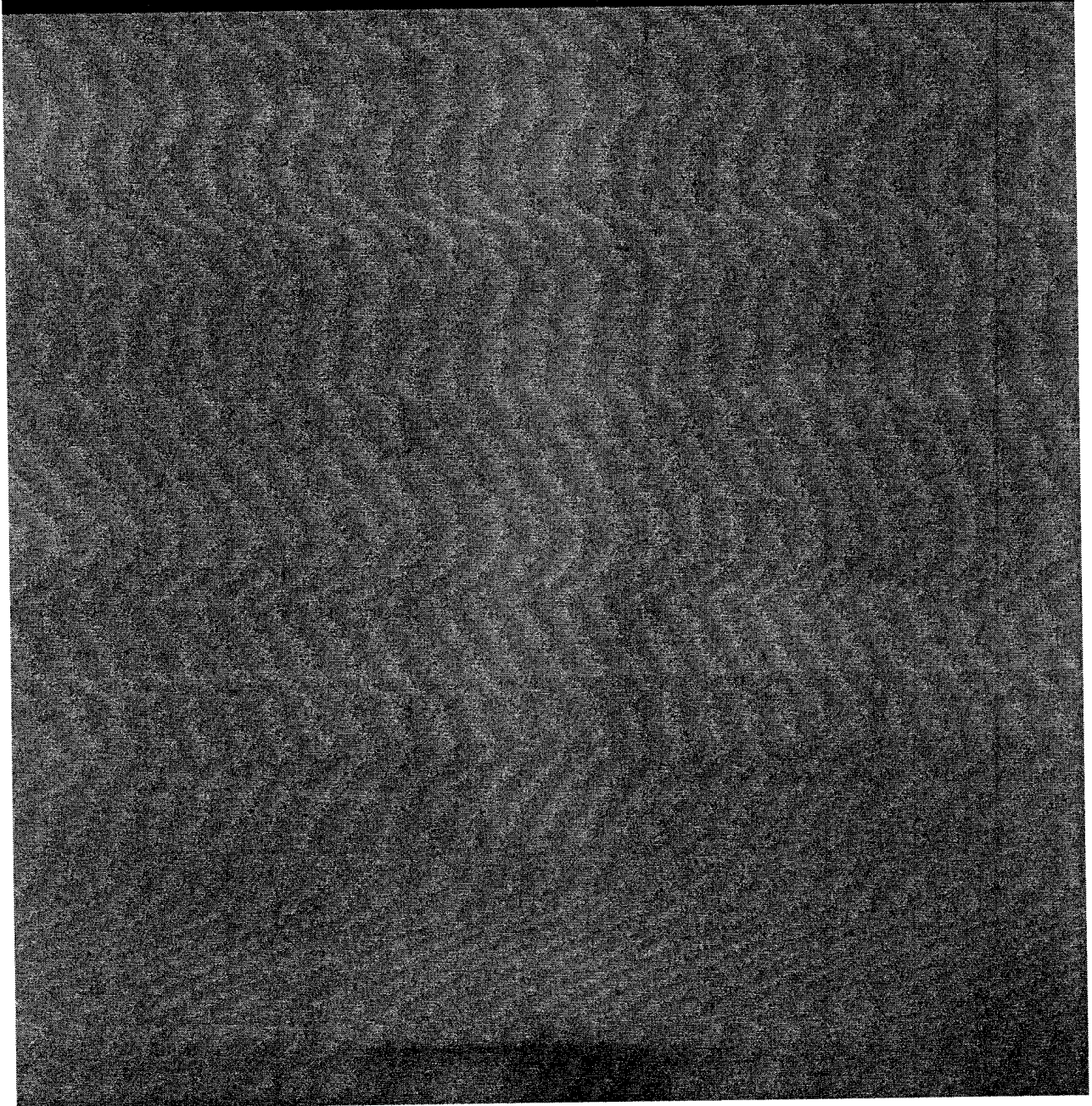
Images



5/23/2024 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.

Last Updated 05/15/20



NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **KEYS FUNDING LLC** holder of **Tax Certificate No. 04693**, 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:

N 225 FT LT 31 & W 50 FT OF S 75 FT OF N 225 FT LT 30 BLK A GULF BEACH MANOR PLAT BK 1 P 16 & 16A OR 2679 P 819 OR 6327 P 1956 ALSO W 50 FT OF N 150 FT OF LT 30 BLK A GULF BEACH MANOR PB 1 P 16 OR 3951 P 315

SECTION 33, TOWNSHIP 2 S, RANGE 31 W

TAX ACCOUNT NUMBER 094910200 (1225-24)

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

DAVID R COLVIN II and CHERYL L COLVIN

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.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

Search Property	Property Sheet	Lien Holder's	Redeem_New	Forms	Courtview	Benchmark
Redeemed From Sale						



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed Sales - Redeemed From Sale
Account: 094910200 Certificate Number: 004693 of 2023

Date Of Redemption

6/17/2025

Clerk's Check

1

Clerk's Total

\$806.40

Postage

\$0.00

Tax Deed Court Registry

\$772.40

Payor Name

CHERYL LYNN COLVIN

8725 GERALD RD

PENSACOLA FL 32507

Notes

Submit

Reset

Print Preview

Print Receipt

Commit Redemption ☒

PERDIDO TITLE SOLUTIONS

Precise · Professional · Proven

PROPERTY INFORMATION REPORT

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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 09-4910-200 CERTIFICATE #: 2023-4693

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

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

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

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

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

Period Searched: September 5, 2005 to and including September 5, 2025 Abstractor: Ben Murzin

BY



Michael A. Campbell,

As President

Dated: September 8, 2025

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

September 8, 2025

Tax Account #: **09-4910-200**

1. The Grantee(s) of the last deed(s) of record is/are: **DAVID ROY COLVIN II AND CHERYL COLVIN**

By Virtue of Warranty Deed recorded 4/9/1996 in OR 3951/315 and Quit Claim Deed recorded 05/15/2008 in OR 6327/1956

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 Small Business Administration recorded 2/11/2005 in OR 5574/1778**
 - b. **Judgment in favor of Discover Bank recorded 8/1/2008 – OR 6360/360 Note: There was an order avoiding lien filed in the 2008 Bankruptcy Court but it only covers a portion of the property – we have included a copy.**

4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 09-4910-200

Assessed Value: \$74,409.00

Exemptions: HOMESTEAD EXEMPTION

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

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

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

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

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

CERTIFICATION: PROPERTY INFORMATION REPORT FOR TDA

TAX DEED SALE DATE: DEC 3, 2025

TAX ACCOUNT #: 09-4910-200

CERTIFICATE #: 2023-4693

In compliance with Section 197.522, Florida Statutes, the following is a list of names and addresses of those persons, firms, and/or agencies having legal interest in or claim against the above-described property. The above-referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES	NO	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Homestead for <u>2024</u> tax year.

DAVID R COLVIN II
CHERYL L COLVIN
8725 GERALD RD
PENSACOLA FL 32507

SMALL BUSINESS ADMINISTRATION
801 TOM MARTIN DR SUITE 120
BIRMINGHAM, AL 35211

DISCOVER BANK
6500 NEW ALBANY RD E
NEW ALBANY, OH 43054-8730

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

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



BY: Michael A. Campbell, As Its President

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

PROPERTY INFORMATION REPORT

September 8, 2025

Tax Account #:09-4910-200

**LEGAL DESCRIPTION
EXHIBIT "A"**

N 225 FT LT 31 & W 50 FT OF S 75 FT OF N 225 FT LT 30 BLK A GULF BEACH MANOR PLAT BK 1 P 16 & 16A OR 2679 P 819 OR 6327 P 1956 ALSO W 50 FT OF N 150 FT OF LT 30 BLK A GULF BEACH MANOR PB 1 P 16 OR 3951 P 315

SECTION 33, TOWNSHIP 2 S, RANGE 31 W

TAX ACCOUNT NUMBER 09-4910-200(1225-24)

Return to: (enclose self-addressed stamped envelope)

Name: Southland Title of Pensacola, Inc.
1120 N. 12th Avenue
Address: Pensacola, Florida 32501

WARRANTY DEED
INDIVID. TO INDIVID.

96-14447
OR Bk3951 Pg0315
INSTRUMENT 00286124

0.5
35 This Instrument Prepared by: Linda D. Stearns
Southland Title of Pensacola, Inc.
Address: 1120 N. 12th Avenue
Pensacola, Florida 32501

Property Appraisers Parcel Identification (Folio) Number(s):
33-2S-31-2000-300-001 (Part of)
Grantee(s) S.S. # (s):

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

Warranty Deed

(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

Made this 4th day of April, 1996, BETWEEN
Paul Mickelson, a single man

whose post office address is: 410 N. 75th Avenue
Pensacola

of the County of Escambia, State of Florida 32506, grantor, and

David Roy Colvin II and Cheryl Colvin, husband and wife
whose post office address is: 8725 Gerald Drive
Pensacola

of the County of Escambia, State of Florida 32507, grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and
other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby
acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs, successors and assigns forever,
the following described land, situate, lying and being in Escambia County, Florida, to-wit:

The West 50 feet of the North 150 feet of Lot 30, Block "A", Gulf Beach Manor,
a subdivision of a portion of Section 33, Township 2 South, Range 31 West,
Escambia County, Florida, according to plat recorded in Plat Book 1 at page 16
and 16A of the public records of said county.

D S PD \$35.00
Mort \$0.00 ASUM \$0.00
APRIL 9, 1996
Ernie Lee Magaha,
Clerk of the Circuit Court
BY: [Signature] D.C.

and said grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of
all persons whomsoever.

IN WITNESS WHEREOF Grantor has hereunto set grantor's hand and seal the day and year first above written.
Signed, Sealed and Delivered in Our Presence:

[Signature]
LINDA D STEARNS
[Signature]
LESLEY LYNN KIZZEE

[Signature]
Paul Mickelson (Seal)

(Seal)

(Seal)

(Seal)

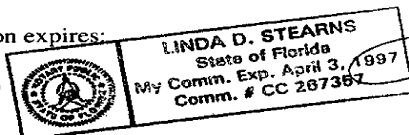
STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 4th day of April, 1996,
by Paul Mickelson

who is/are personally known to me or who has/have produced
as identification and who did take an oath.

My Commission expires:

(Seal)



Drivers Licenses

[Signature]
Notary Public
Serial Number:

**Residential Sales
Abutting Roadway
Maintenance Disclosure**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County, and if not, what person or entity will be responsible for maintenance. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. NOTE: Acceptance for filing of County Employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: Gerald Drive
Legal Address of Property: Gerald Drive

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

This form completed by: Southland Title of Pensacola, Inc.

Name 1120 N. 12th Avenue
Address
Pensacola, Florida 32501
City, State, Zip Code

As to Seller(s):

Paul Mickelson
Seller's Name: Paul Mickelson

Seller's Name: _____

Linda D. Stearns
Witness' Name: LINDA D. STEARNS

Lesley Lynn Kizzee
Witness' Name: LESLEY LYNN KIZZEE

As to Buyer(s):

David Roy Colvin II
Buyer's Name: David Roy Colvin II

Cherly Colvin
Buyer's Name: Cherly Colvin

Linda D. Stearns
Witness' Name: LINDA D. STEARNS

Lesley Lynn Kizzee
Witness' Name: LESLEY LYNN KIZZEE

**THIS FORM APPROVED BY THE
ESCAMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS
Effective: 4/15/95**

Instrument 00286124

Filed and recorded in the
Official Records
APRIL 9, 1996
at 08:20 A.M.
ERNIE LEE MAGAHA,
CLERK OF THE CIRCUIT COURT
Escambia County,
Florida

Recorded in Public Records 05/15/2008 at 10:38 AM OR Book 6327 Page 1956,
Instrument #2008037240, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$18.50 Deed Stamps \$0.70

This Instrument Prepared By:
AMY LOGAN SLIVA, ESQ.
313 West Gregory Street
Pensacola, Florida 32501
(850) 438-6603

STATE OF FLORIDA
COUNTY OF ESCAMBIA

QUIT CLAIM DEED

WITNESSETH, that the grantors, **DAVID COLVIN** and **CHERYL COLVIN**, husband and wife, 8725 Gerald Drive, Pensacola, Florida, 32507 for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantees, **DAVID R. COLVIN, II** and **CHERYL L. COLVIN**, husband and wife, 8725 Gerald Drive, Pensacola, Florida, 32507, grantees' heirs, executors, administrators and assigns, forever, the following described real property, situated, lying and being in the County of **Escambia**, State of Florida, to-wit:

N 225 Ft., Lot 31 And W 50 Ft. OF S 75 Ft. of N 225 Ft Lot 30 B BLK A
Gulf Beach Manor, Plat BK 1 Page 16 and 16A O.R. 1492 Page 765.

IN WITNESS WHEREOF, grantors have hereunto set grantors' hands and seals this 15th day of May, 2008.

Signed, sealed and delivered in the presence of:

Amy Logan Sliva
Witness

Karla Richards
Witness

David R. Colvin II (AKA) DAVID COLVIN
DAVID R. COLVIN, II

Cheryl L. Colvin Cheryl Colvin
CHERYL L. COLVIN (AKA) Cheryl Colvin

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

I HEREBY CERTIFY that the foregoing instrument was acknowledged and executed before me this 15th day of May, 2008 by DAVID R. COLVIN, II and CHERYL L. COLVIN who are personally known to me or who produced Florida Driver's License Number C415176-97-375-0 and C415-112-59-600-0 as identification.

Amy Logan Sliva

Amy Logan Sliva, Notary Public
Commission No: DD 774977
Expiration Date: May 1, 2012



MAIL ANY NOTICE OF DEFAULT TO:
U.S. SMALL BUSINESS ADMINISTRATION
801 Tom Martin Drive, Suite 120
Birmingham, Alabama, 35211

THIS INSTRUMENT PREPARED BY AND MAIL TO:
Terry J. Miller, Attorney/Advisor
U.S. SMALL BUSINESS ADMINISTRATION
One Baltimore Place, Suite 300
Atlanta, Georgia 30308
(404)347-3771

COLVIN, Cheryl L. and David R.
3627-21861 Loan No. DLH 85429740-05

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE (Direct)

This mortgage made and entered into this 1st day of February 2005, by and between David R. Colvin, who acquired title as David Colvin, and Cheryl L. Colvin, who acquired title as Cheryl Colvin, husband and wife, 8725 Gerald Road, Pensacola, Florida 32507 (hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at 801 Tom Martin Drive, Suite 120, Birmingham, Alabama, 35211

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Escambia, State of Florida:

The North 225 feet of Lot 31 and the West 50 feet of the South 75 feet of the North 225 feet of Lot 30, Block A, Gulf Beach Manor, according to plat as recorded in Plat Book 1, Page 15 and 16A of the public records of Escambia County, Florida.

More commonly known as: 8725 Gerald Road, Pensacola, Florida, 32507

It is hereby agreed between the parties hereto, that if the mortgagor, subsequent to the date of this mortgage, conveys, contracts, or attempts to sell the above described mortgaged property in any way or manner whatsoever, while said property is mortgaged to the mortgagee, and without the written consent of the mortgagee, then and in such event the whole sum of principal and interest of the debt secured by this mortgage shall, at the option of the mortgagee, become immediately due and payable, and this mortgage may be foreclosed at once if said debt is not paid in full.

"This transaction is exempt from the Florida Intangible Tax since a governmental agency is holder of the indebtedness".

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated February 1, 2005 in the principal sum of \$22,500.00 and maturing on February 1, 2021.

1. The mortgagor covenants and agrees as follows:

- a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.
- b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.
- c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said premises. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.
- d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.
- e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.
- f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.
- g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable and shall be secured by the lien of this mortgage.
- h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.
- i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.
- j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.
- k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

COLVIN, Cheryl L. and David R.
3627-21861 / DLH 85429740-05

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinabove provided, the mortgagor or any person in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the *deficiency without regard to appraisal*.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. In compliance with section 101.106 of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.106], this instrument is to be construed and enforced in accordance with applicable Federal law.

10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 8725 Gerald Road, Pensacola, Florida 32507 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 801 Tom Martin Drive, Suite 120 Birmingham, Alabama, 35211.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

STATE OF FLORIDA

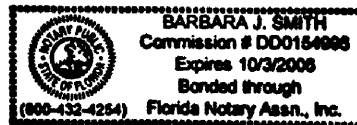
COUNTY OF ESCAMBIA

)
)ss
)

The foregoing instrument was acknowledged before me this
10 day of FEB, 2005 by
David R. Colvin who produced a
DL # FL C415-176-57375-0 as identification.

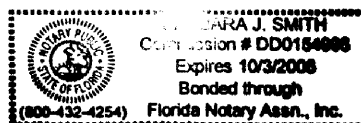
Barbara J. Smith
Notary Public, State of Florida at Large
My Commission Expires: 10-3-06

David R. Colvin
David R. Colvin
Cheryl L. Colvin
Cheryl L. Colvin



The foregoing instrument was acknowledged before me this
10 day of FEB, 2005 by
Cheryl L. Colvin who produced a
DL # FL C415-112-59-602-0 as identification.

Barbara J. Smith
Notary Public, State of Florida at Large
My Commission Expires: 10-3-06



Recorded in Public Records 06/30/2008 at 10:24 AM OR Book 6346 Page 769,
Instrument #2008049257, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL

IN THE COUNTY COURT IN AND
FOR ESCAMBIA COUNTY, FLORIDA

CASE NO. 08-SC-002726-V

DISCOVER BANK,

Plaintiff,

vs.

David R Colvin II

Defendant(s)/

FINAL JUDGMENT

THIS CAUSE, having come before the Court and the Court having reviewed the pleadings and being otherwise duly advised in the premises,

IT IS ADJUDGED that plaintiff, DISCOVER BANK, recover from the defendant(s), David R Colvin II, the sum of \$1801.21 on principal, and \$175.00 for costs making a total of \$1976.21 that shall bear interest at the rate of 11% per year, for which let execution issue.

IT IS FURTHER ORDERED AND ADJUDGED that the defendant(s) shall complete the attached Florida Small Claims Rules Form 7.343 (Fact Information Sheet) and return it to Zakheim & Associates, P.A., 1045 South University Drive, Suite 202, Plantation, Florida 33324, within 45 days from the date of this final judgment, unless the final judgment is satisfied or notice of appeal is filed.

Jurisdiction of this case is retained to enter further orders that are proper to compel defendant(s) to complete Form 7.343 and return it to Zakheim & Associates, P.A.

ORDERED in ESCAMBIA County, Florida, this 17 day of June, 2008.

COUNTY JUDGE

Plaintiff's Address:

DISCOVER BANK, 6500 NEW ALBANY RD E, NEW ALBANY OH 43054-8730

Account No: [REDACTED]

Copies furnished to:

Sasha Haro, Esq., Zakheim & Associates, P.A., 1045 S. University Dr., Ste. # 202, Plantation, FL 33324
David R Colvin II, 8725 Gerald Rd., Pensacola FL 32507-2553, ***-**-8937

THIS IS AN ATTEMPT TO COLLECT A DEBT AND INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE. THIS COMMUNICATION IS FROM A DEBT COLLECTOR.
File Number: 3000216467.001

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

2008 JUN 17 A 10:01

COUNTY CIVIL DIVISION
FILED & RECORDED

CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN THIS CASE. I, ERNIE LEE MAGAHA, CLERK OF CIRCUIT COURT AND COUNTY CLERK OF ESCAMBIA COUNTY, FLORIDA, WITNESS MY HAND AND OFFICIAL SEAL.

BY Ernie Lee Magaha DC
DATE 7/30/08

Case: 2008 SC 002726

00043152335

Dkt: CC1033 Pg#: 3

IN THE COUNTY COURT IN AND
FOR ESCAMBIA COUNTY, FLORIDA

CASE NO. 08-SC-002726-V

DISCOVER BANK,

Plaintiff,

vs.

David R Colvin II

Defendant(s)/

Fact Information Sheet

Full Legal Name: _____
Nickname or Aliases: _____
Residence Address: _____
Mailing Address (if different): _____
Telephone Numbers: (Home) _____ (Business) _____
Name of Employer: _____
Address of Employer: _____
Position or Job Description: _____
Rate of Pay: \$ _____ per _____. Average Paycheck: \$ _____ per _____.
Average Commissions or Bonuses: \$ _____ per _____. Commissions or bonuses are based on _____.
Other Personal Income: \$ _____ from _____.
(Explain details on the back of this sheet or an additional sheet if necessary.)
Social Security Number: _____ Date of Birth: _____
Driver's License Number: _____
Marital Status: _____ Spouse's Name: _____
Spouse's Address (if different): _____
Spouse's Social Security Number: _____ Spouse's Date of Birth: _____
Spouse's Employer: _____
Spouse's Average Paycheck or Income: \$ _____ per _____.
Other Family Income: \$ _____ per _____. (Explain details on back of this sheet or an additional sheet if necessary.)
Names and Ages of All Your Children (and addresses if not living with you): _____

Who is Your head of household? [_____] You [_____] Spouse [_____] Other Person
Checking Account(s) at: _____ Account Number(s): _____
Savings Account(s) at: _____ Account Number(s): _____

(Describe all other accounts or investments you may have, including stocks, mutual funds, savings bonds, or annuities, on the back of this sheet or an additional sheet if necessary.)

• For Real Estate (land) You Own or Are Buying:

Address: _____

All Names on Title: _____

Mortgage Owed to: _____

Balance Owed on Mortgage: _____

Monthly Payment on Mortgage: \$ _____

(Attach a copy of the deed or mortgage, or list the legal description of the property on the back of this sheet or an additional sheet if necessary. Also provide the same information on any other property you own or are buying.)

• For All Motor Vehicles You Own or Are Buying:

Year / Make / Model: _____

Color: _____

Vehicle ID#: _____

Tag No: _____

Mileage: _____

Names on Title: _____

Present Value: \$ _____

Loan Owed To: _____

Balance Owed on Loan: \$ _____

Monthly Payment: \$ _____ (List all other automobiles, as well as other vehicles, such as boats, motorcycles, bicycles, or aircraft, on the back of this sheet or another sheet if necessary.)

• Have you given, sold, loaned, or transferred any real or personal property worth more than \$100 to any person in the last year? If your answer is "yes," describe the property and sale price, and give the name and address of the person who received the property on the back of this sheet or another sheet if necessary.

• Does anyone owe you money? Yes / No Amount Owed: \$ _____

Name and Address of Person Owing You Money: _____

Reason Money is Owed: _____

Attach copies of the following:

(a) your last pay stub; (b) your last 3 statements for each bank, savings, credit union, or other financial account; (c) your motor vehicle registrations and titles; and (d) any deeds or titles to any real or personal property you own or are buying, or leases to property you are renting

UNDER PENALTY OF PERJURY, I SWEAR OR AFFIRM THAT THE FOREGOING ANSWERS ARE TRUE AND COMPLETE.

Judgment Debtor - David R Colvin II

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, who is personally known to me or has produced _____ as identification and who did / did not take an oath.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

MAIL OR DELIVER THIS FORM TO THE CLERK OF COURT, AND MAIL OR DELIVER A COPY OF THE COMPLETED FORM TO ZAKHEIM & ASSOCIATES, P.A., 1045 SOUTH UNIVERSITY DRIVE, SUITE 202, PLANTATION, FLORIDA 33324.

Case 08-31328-LMK Doc 18 Filed 10/08/08 Page 1 of 2

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION**

IN RE: DAVID R. COLVIN II

DEBTOR

CHAPTER: 7

/ CASE NO: 08-31328-LMK

**ORDER GRANTING MOTION TO AVOID LIEN
(DISCOVER BANK)**

THIS CAUSE, coming before the Court upon Debtor's Motion to Avoid Lien and the failure of Creditor to file a response within the time limit required by law, and the Court being otherwise fully advised in the premises, it is

ORDERED AND ADJUDGED that:

1. Debtor's Motion to Avoid Lien is hereby granted.
2. The lien of entitled under Section 522(b) of the Bankruptcy Code.

This lien is as follows: **DISCOVER BANK, OR Book 6346 Page 769, Instrument #2008049257, in the Public Records of Escambia County, Florida.**

which is a judicial lien on the following-described real property of Debtor(s):

The West 50 feet of the North 150 feet of Lot 30, Block "A", Gulf Beach Manor, a subdivision of a portion of Section 33, Township 2 South, Range 31 West, Escambia County, Florida, according to plat recorded in Plat Book 1 at Page 16 and 16A of the public records of said county.

Case 08-31328-LMK Doc 18 Filed 10/08/08 Page 2 of 2

is null and void and Creditor is permanently enjoined from attempting to enforce said judgment lien.

DONE AND ORDERED this 8th day of October, 2008.



Bankruptcy Judge

Order Prepared by:
Amy Logan Silva, Esq.
313 West Gregory Street
Pensacola, FL 32502

Copies to:
Amy Logan Silva, 313 W. Gregory St., Pensacola, FL 32502
Sherry Chancellor, 900 North Palafox Street, Pensacola, Florida 32501
Discover Bank, 6500 New Albany Road East, New Albany, Ohio 43054-8730

I HEREBY CERTIFY that this is true and correct copy of the original on file in the office of the Clerk, United States Bankruptcy Court for the Northern District of Florida.

WILLIAM W. BLEWIS, Clerk, Bankruptcy Court

By 
Deputy Clerk

