



# 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

0326-31

## Part 1: Tax Deed Application Information

Applicant Name Applicant Address	IL IL IRA INVESTMENTS 3641 N.52 AVE HOLLYWOOD, FL 33021	Application date	Jun 29, 2025
Property description	SIMPSON HARRY W JR 3306 GULF BEACH HWY PENSACOLA, FL 32507 8574 ALVARADO CALZADA 09-5015-288 LOT 26 BLK C BAYOU GRANDE VILLA PB 8 P 4 OR 4711 P 984 SEC 33/4 T 2S/3S R 31W	Certificate #	2023 / 4725
		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)
# 2023/4725	06/01/2023	519.35	194.76	714.11
<b>→Part 2: Total*</b>				<b>714.11</b>

## 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)
# 2025/5050	06/01/2025	592.22	6.25	29.61	628.08
# 2024/4833	06/01/2024	533.59	6.25	88.15	627.99
<b>Part 3: Total*</b>					<b>1,256.07</b>

## 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)	1,970.18
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
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
<b>7. Total Paid (Lines 1-6)</b>	<b>2,345.18</b>

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

Sign here: \_\_\_\_\_  
Signature, Tax Collector or Designee

Escambia, Florida

Date July 2nd, 2025

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

<b>Part 5: Clerk of Court Certified Amounts (Lines 8-14)</b>	
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. <b>Total Paid (Lines 8-13)</b>	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____	
Signature, Clerk of Court or Designee	
Date of sale <u>03/04/2026</u>	

### 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

512  
R. 12/16

Application Number: 2500601

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

IL

IL IRA INVESTMENTS

3641 N.52 AVE

HOLLYWOOD, FL 33021,

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
09-5015-288	2023/4725	06-01-2023	LOT 26 BLK C BAYOU GRANDE VILLA PB 8 P 4 OR 4711 P 984 SEC 33/4 T 2S/3S R 31W

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

IL

IL IRA INVESTMENTS

3641 N.52 AVE

HOLLYWOOD, FL 33021

06-29-2025  
Application Date

---

Applicant's signature

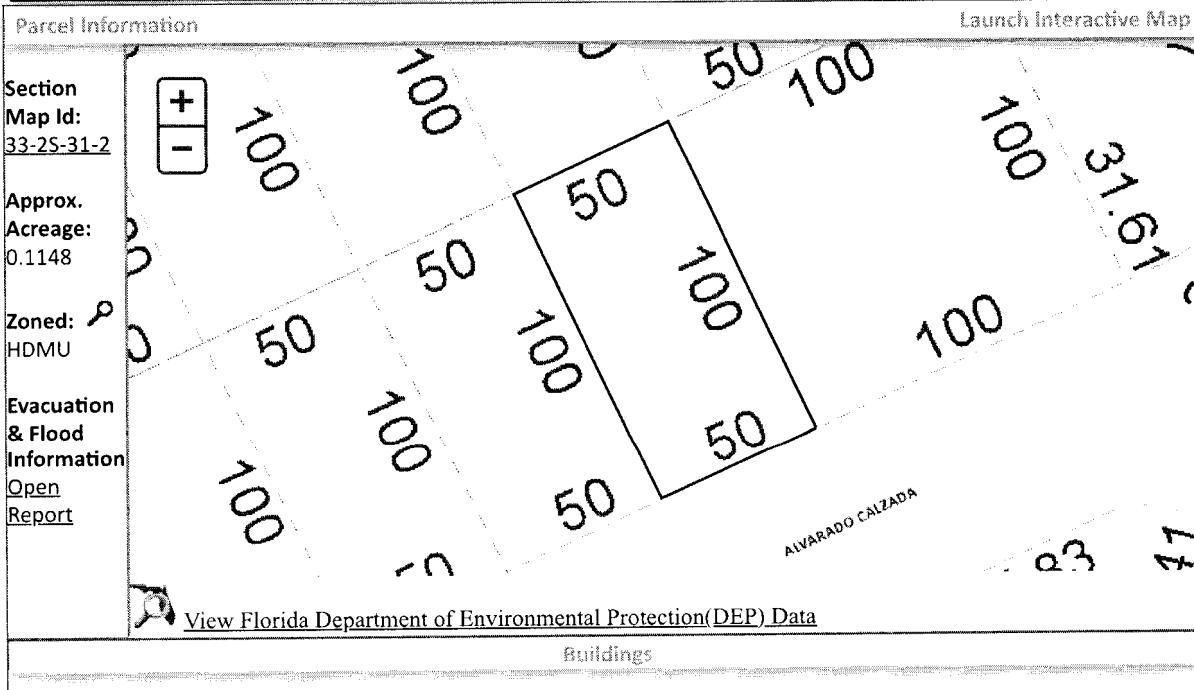


# Gary "Bubba" Peters

## Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
[Back](#)
← Nav. Mode  Account  Parcel ID →
[Printer Friendly Version](#)

General Information		Assessments				
Parcel ID:	332S312400026003					
Account:	095015288					
Owners:	SIMPSON HARRY W JR					
Mail:	3306 GULF BEACH HWY PENSACOLA, FL 32507					
Situs:	8574 ALVARADO CALZADA 32507					
Use Code:	MOBILE HOME					
Taxing Authority:	COUNTY MSTU					
Tax Inquiry:	<a href="#">Open Tax Inquiry Window</a>					
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						
Sales Data Type List:		2024 Certified Roll Exemptions				
Sale Date Book Page		Value	Type	Multi	Parcel	Records
05/2001	4711	984	\$100	WD	N	
03/1999	4386	1460	\$36,000	CJ	N	
03/1999	4386	1459	\$100	QC	N	
01/1976	1033	45	\$5,500	QC	N	
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						
Legal Description		CARPORT				
		SCREEN PORCH				
		UTILITY BLDG				



Address: 8574 ALVARADO CALZADA, Improvement Type: MOBILE HOME, Year Built: 1973, Effective Year: 1973, PA Building ID#: 129032

**Structural Elements**

**DWELLING UNITS-1**

**MH EXTERIOR WALL-VINYL/METAL**

**MH FLOOR FINISH-CARPET**

**MH FLOOR SYSTEM-TYPICAL**

**MH HEAT/AIR-HEAT & AIR**

**MH INTERIOR FINISH-**

**DRYWALL/PLASTER**

**MH MILLWORK-TYPICAL**

**MH ROOF COVER-METAL**

**MH ROOF FRAMING-FLAT/SHED**

**MH STRUCTURAL FRAME-TYPICAL**

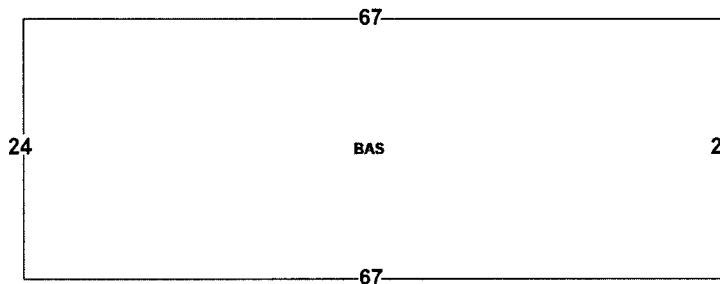
**NO. PLUMBING FIXTURES-7**

**NO. STORIES-1**

**STORY HEIGHT-0**

 Areas - 1608 Total SF

**BASE AREA - 1608**



**Images**



7/15/2021 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: 3/14/2025 (tc.171088)

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **IL IRA INVESTMENTS** holder of **Tax Certificate No. 04725**, 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:

**LOT 26 BLK C BAYOU GRANDE VILLA PB 8 P 4 OR 4711 P 984 SEC 33/4 T 2S/3S R 31W**

**SECTION 33, TOWNSHIP 2 S, RANGE 31 W**

**TAX ACCOUNT NUMBER 095015288 (0326-31)**

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

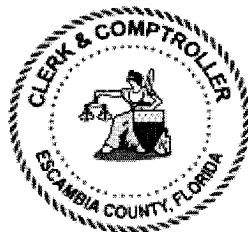
**HARRY W SIMPSON JR**

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 10:00 A.M. on the **first Wednesday in the month of March, which is the 4th day of March 2026.**

Dated this 15th day of July 2025.

For information regarding the Tax Deed auction, please contact the Tax Deeds Division at 850-595-3793 or email [TAXDEEDS@ESCAMBIACLERK.COM](mailto:TAXDEEDS@ESCAMBIACLERK.COM).

**PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA**



By:  
Emily Hogg  
Deputy Clerk

# PERDIDO TITLE SOLUTIONS

Precise · Professional · Proven

## PROPERTY INFORMATION REPORT

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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 09-5015-288 CERTIFICATE #: 2023-4725

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: December 16, 2005 to and including December 16, 2025 Abstractor: Candace Thomas

BY



Michael A. Campbell,  
As President  
Dated: December 17, 2025

**PROPERTY INFORMATION REPORT  
CONTINUATION PAGE**

December 17, 2025  
Tax Account #: **09-5015-288**

1. The Grantee(s) of the last deed(s) of record is/are: **ESTATE OF HARRY WALKER SIMPSON, JR**

**By Virtue of Deed of Realty recorded 5/24/2001 in OR 4711/984**

**ABSTRACTOR'S NOTE: WE FIND AN OPEN PROBATE CASE 2024 CP 000417  
AND HAVE NOTICED ALL HEIRS LISTED ON THE PETITION FOR ADMINISTRATION  
AND AFFIDAVIT OF HEIRS.**

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 Leslie Simpson Wells recorded 01/14/2002 – OR 4835/1083**
  - b. **Mortgage in favor of The Small Business Administration recorded 3/11/2005 – OR 5592/814**
  - c. **Mortgage in favor of The Small Business Administration recorded 3/11/2005 – OR 5592/804**
  - d. **Lien in favor of Emerald Coast Utilities Authority recorded 10/15/2021 – OR 8641/135**
  - e. **Lien in favor of Bayou Grande Villa recorded 10/25/2024 – OR 9223/426**
  - f. **Code Enforcement Order in favor of Escambia County recorded 05/01/2024 – OR 9139/1671**
4. Taxes:

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

**Tax Account #: 09-5015-288**

**Assessed Value: \$29,814.00**

**Exemptions: NONE**

5. We find the following HOA names in our search (if a condominium, the condo docs book, and page are included for your review): **BAYOU GRANDE VILLA ASSOCIATION, INC.**

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:** MAR 3, 2026

**TAX ACCOUNT #:** 09-5015-288

**CERTIFICATE #:** 2023-4725

**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**

Notify City of Pensacola, P.O. Box 12910, 32521  
  Notify Escambia County, 190 Governmental Center, 32502  
  Homestead for 2025 tax year.

**ESTATE OF HARRY W SIMPSON JR**  
**3306 GULF BEACH HWY**  
**PENSACOLA, FL 32507**

**ESTATE OF HARRY W SIMPSON JR**  
**8574 ALVARADO CALZADA**  
**PENSACOLA, FL 32507**

**BRITTN M GIBBS**  
**4411 MONPELLIER DRIVE**  
**PENSACOLA, FL 32505**

**LESLIE SIMPSON WELLS**  
**4615 EAST JOYCE LANE**  
**POWELL, TN 37849**

**CHAD BELANGER**  
**15155 HWY 44 CONDO 41-A**  
**GONZALEZ, LA 70737**

**EMERALD COAST UTILITIES AUTHORITY**  
**9255 STURDEVANT ST**  
**PENSACOLA, FL 32514-0311**

**LARRY BETHUNE AGENT OF**  
**BAYOU GRANDE VILLA ASSOCIATION INC**  
**8510 MATADOR CAMINO**  
**PENSACOLA, FL 32507**

**ESCAMBIA COUNTY**  
**CODE ENFORCEMENT**  
**3363 W PARK PL**  
**PENSACOLA, FL 32505**

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

**CONTINUED ON PAGE 4**

**CONTINUED FROM PAGE 3**

**ANNA HOBDEN  
1009 MCCAY AVE  
MOBILE, AL 36609**

**WILLIAM SIMPSON  
17 W 8TH ST  
EDMOND, OK 73003**

**RICHARD BELANGER  
2416 BONHAM TR  
GRAPEVINE, TX 76051**

**Certified and delivered to Escambia County Tax Collector, this 17<sup>th</sup> day of December 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**

**December 17, 2025**  
**Tax Account #:09-5015-288**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**LOT 26 BLK C BAYOU GRANDE VILLA PB 8 P 4 OR 4711 P 984 SEC 33/4 T 2S/3S R 31W**

**SECTION 33, TOWNSHIP 2 S, RANGE 31 W**

**TAX ACCOUNT NUMBER 09-5015-288(0326-31)**

OR BK 4711 PG0984  
 Escambia County, Florida  
 INSTRUMENT 2001-845734

DEED DOC STAMPS PD @ ESC CO \$ 0.70  
 05/24/01 ERNIE LEE MAGNA, CLERK  
 By: Sally Ann

Prepared By:  
 Stephen B. Shell  
 ✓ Shell, Fleming, Davis & Menge, P.A.  
 Post Office Box 1831  
 Pensacola, Florida 32598-1831  
 SFD&M File No.: B1285-24484

15 Recording Fee  
.70 Stamps  
   TOTAL

## STATE OF FLORIDA

### COUNTY OF ESCAMBIA

### DEED OF REALTY

KNOW ALL MEN BY THESE PRESENTS that **RUTHERFORD B. SIMPSON**, a single man, and **WILLIAM B. SIMPSON**, a single man, hereafter called Grantor (but which term shall include the plural and the singular as the context may require), whose address is Post Office Box 6075, Oak Ridge, Tennessee 37830, for and in consideration of One Dollar (\$1.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, does bargain, sell, convey and grant to **HARRY WALKER SIMPSON, JR.**, hereafter called Grantee, whose address is 3306 Gulf Beach Highway, Pensacola, Florida 32507, and the heirs, executors, administrators, successors and assigns of Grantee, forever, the real property in Escambia County, Florida, described as:

Lot 26, Block 'C', Bayou Grande Villa, a subdivision of a portion of Section 4, Township 3 South, Range 31 West, Escambia County, Florida according to Plat Book 8, Page 4 of the public records of Escambia County, Florida.

and all structures and improvements now or hereafter on said land and all fixtures attached thereto, including but not limited to the following described mobile home: 1973 double-wide, VIN no. RD11732351A and RD11732351B

Parcel Identification Number: 33-2S-31-2400-026-003

Subject to taxes for the current year and later years and all valid easements and restrictions of record, if any, which are not hereby reimposed; and also subject to any claim, right, title, or interest arising from any recorded instrument reserving, conveying, leasing, or otherwise alienating any interest in the oil, gas, or other minerals.

**TO HAVE AND TO HOLD** unto the said Grantee, and the heirs, successors, and assigns of Grantee, forever, together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

The preparer of this deed represents that: this deed has been prepared at the express direction of the Grantor solely from the legal description provided to the preparer by the Grantor; that no title search, survey, or inspection of the above-described property has been performed by the preparer; that the title to the above-described property has not been examined by the preparer; and that the preparer makes no representations, warranties or guarantees whatsoever as to the status of the title to or ownership of said property.

OR BK 4711 PG 985  
 Escambia County, Florida  
 INSTRUMENT 2001-845734

IN WITNESS WHEREOF, this instrument has been executed by Grantor under the hand and seal of Grantor this 14th day of May, 2001.

Signed, sealed and delivered  
 in the presence of:

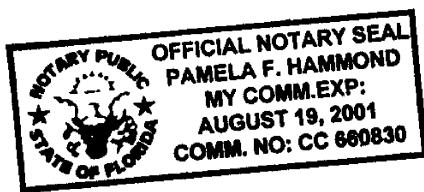
Janet W. Bruno  
 Janet W. Bruno

Pamela F. Hammond  
 Pamela F. Hammond

**STATE OF FLORIDA**

**COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this 14th day of May, 2001, by Rutherford B. Simpson and William B. Simpson, both of whom are personally known to me.



Rutherford B. Simpson  
 Rutherford B. Simpson

William B. Simpson  
 William B. Simpson

Pamela F. Hammond  
 Typed name: Pamela F. Hammond  
 Notary Public-State of Florida  
 My commission expires: 8/19/2001

OR BK 4711 PG 986  
 Escambia County, Florida  
 INSTRUMENT 2001-845734

RESIDENTIAL SALES  
 ABUTTING ROADWAY  
 MAINTENANCE DISCLOSURE

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

Name of Roadway: Alvarad Calzada

Legal Address of Property: 8574 Alvarad Calzada, Pensacola, FL 32507

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

This form completed by: Stephen B. Shell  
 of Shell, Fleming, Davis & Menge  
 Post Office Box 1831  
 Pensacola, FL 32598-1831

AS TO SELLER:

Seller's Name: Rutherford B. Simpson

Witness' Name: Janet W. Bruno

AS TO BUYER:

Buyer's Name: Harry Walker Simpson, Jr.

Witness' Name: Pamela F. Hammond

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

RCD May 24, 2001 11:10 am  
 Escambia County, Florida

Ernie Lee Magaha  
 Clerk of the Circuit Court  
 INSTRUMENT 2001-845734

PREPARED BY:  
/JASON R. MOSLEY, OF  
SHELL, FLEMING, DAVIS & MENGE, P.A.  
226 PALAFOX PLACE  
SEVILLE TOWER - NINTH FLOOR  
PENSACOLA, FLORIDA 32501  
SFD&M FILE NO.:B1285.25519

MTG DOC STAMPS PD @ ESC CO \$ 175.00  
01/14/02 ERNIE LEE MCGAHAN CLERK  
By: Selene Arnold  
INTANGIBLE TAX PD @ ESC CO \$ 100.00  
01/14/02 ERNIE LEE MCGAHAN, CLERK  
By: Selene Arnold

**STATE OF FLORIDA**

**COUNTY OF ESCAMBIA**

**MORTGAGE**

**THIS MORTGAGE**, dated the 11<sup>th</sup> day of January 2002, from **Harry W. Simpson, Jr.**, 3306 Gulf Beach Highway, Pensacola, FL 32507 (hereinafter called "MORTGAGOR"), a single man, to **Leslie Simpson Wells** 4615 East Joyce Ln., Powell, Tennessee 37849 (hereinafter called "MORTGAGEE"),

**WITNESSETH:**

Mortgagor, for and in consideration of the principal sum set forth in the promissory note hereafter mentioned, the receipt of which is hereby acknowledged, and other good and valuable considerations, does hereby convey and grant unto Mortgagee, her successors and assigns, a mortgage ("Mortgage") on the following described parcels of real property in Escambia County, Florida, to-wit:

Lot 26, Block C, Bayou Grande Villa, according to the map or plat thereof as recorded in Plat Book 8, Page(s) 4, Public Records of Escambia County, Florida. (Parcel 1).

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION OF PARCEL 2.

and all structures and improvements now or hereafter on said land and all fixtures attached thereto and all rents, issues, proceeds, and property accruing therefrom.

**TO HAVE AND TO HOLD** the same, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining to Mortgagee, the successors and assigns of Mortgagee, in fee simple forever.

**AND** Mortgagor, for Mortgagor and the heirs and legal representatives of Mortgagor, covenants with Mortgagee, and the successors and assigns of Mortgagee, that Mortgagor is indefeasibly seized of said property in fee simple; that Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful

for Mortgagee, its successors and assigns, at all times peaceably and quietly to enter upon, hold, occupy, and enjoy said property and every part thereof; and the said property and every part thereof is free from all encumbrances of every kind and character except as is heretofore or hereafter indicated; and that the Mortgagor will make such further assurances to perfect the fee simple title to said land in Mortgagee, the successors and assigns of Mortgagee, as may reasonably be required; and that Mortgagor does hereby warrant title to said property and every part thereof, and will defend the same against the lawful claims of all persons whomsoever.

This conveyance is intended to be and is a mortgage to secure the payment of the that certain promissory note from Mortgagor, Leslie Simpson Wells, to Mortgagee of even date herewith in the principal amount of **Fifty Thousand Dollars (\$50,000.00)** ("Note") payable at the interest rate and on the terms specified in said promissory note. This Mortgage also secures all renewals, extensions, modifications and consolidations of said Note.

**AND MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:**

1. To pay the principal and interest, and other sums of money payable by virtue of the note and all other indebtedness described in this Mortgage promptly on the days that the same respectively become due.

2. To keep perfect and unimpaired the security hereby given and to permit, commit or suffer no waste, impairment or deterioration of the said property or any part thereof.

3. To pay all taxes, assessments, levies, obligations and encumbrances of every nature now on said property or that hereafter may be levied, assessed or imposed thereon when due and payable according to law and before they become delinquent; and if the same not be promptly paid, Mortgagee may, at any time either before or after delinquency, pay the same without waiving or affecting its right to foreclose this mortgage or any other right hereunder and all sums so paid shall become a part of the indebtedness secured hereby.

4. To keep the improvements now or hereafter on the mortgaged property insured against loss by fire, windstorm and other hazards, casualties and contingencies in such amounts and for such periods as may be required by Mortgagee and to pay promptly when due all premiums for such insurance and if such premiums not be promptly paid, Mortgagee may, at any time either before or after delinquency, pay the same without waiving or affecting its right to foreclose this Mortgage or any other right hereunder. The amounts of insurance required by Mortgagee shall be the maximum amounts for which said insurance may be written and the Mortgagor shall maintain such additional insurance as may be necessary to meet and fully comply with all co-insurance requirements contained in any of said policies to the end that Mortgagee shall not be a co-insurer thereunder. All insurance shall be carried in a company or companies approved by Mortgagee and all policies and renewals thereof shall be delivered to and held by Mortgagee. Each policy of insurance shall have attached to it a loss payable clause in favor of and in form acceptable to

Mortgagee. In event any sum of money becomes payable under any such policy, Mortgagee shall have the option to receive and apply the same on account of the indebtedness secured hereby or to permit the Mortgagor to receive and use it or any part thereof, without thereby waiving or impairing any right, lien, or equity under or by virtue of the Mortgage. Mortgagee is empowered to adjust, compromise, submit to arbitration and appraisement and to collect and apply to the indebtedness secured hereby any claim for loss arising under any such insurance policy and to that end it is irrevocably appointed attorney-in-fact of Mortgagor to do all acts and execute all instruments necessary or appropriate for such purpose.

5. The Mortgagee shall have the right from time to time to expend such sums as it shall deem necessary to keep the improvements on said mortgaged property in good condition and repair, and all sums so expended shall be added to and become a part of the principal indebtedness secured by this Mortgage.

6. In the event a suit shall be instituted to foreclose this Mortgage, Mortgagee, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver for the mortgaged property and of all rent, income, profits, issues and revenues thereof, from whatsoever source derived. It is hereby expressly covenanted and agreed that the court shall forthwith appoint a receiver of said mortgaged property and of such rents, income, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to Mortgagee, its successors or assigns, without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of the Mortgagor, his legal representatives or assigns, and that such rents, profits, incomes, issues and revenues shall be applied by such receiver to the payment of the mortgage indebtedness, costs and charges according to the order of said court.

7. In the event of any breach of any term or condition of this Mortgage or the Note, or upon any other default on the part of Mortgagor, all sums secured hereby remaining unpaid, with interest thereon, and all other sums of money secured hereby, shall become due and payable forthwith, at the option of Mortgagee, or its assigns, as fully and completely as if all of the said sums and moneys were originally stipulated to be paid on such date. Upon acceleration by Mortgagee, interest shall accrue at the default rate set forth in the Note, except that interest shall never exceed the highest rate allowed by law. Mortgagee, or its assigns, may foreclose this Mortgage, as to the amount so declared due and payable, and the mortgaged premises shall be sold to satisfy and pay the same with costs, attorney's fees, expenses and allowances.

8. This Mortgage shall become due and payable forthwith at the sole option of the Mortgagee if the Mortgagor shall convey away said premises or sell same under contract or if the legal or equitable title to said premises shall become vested in any other person or persons in any manner whatsoever; and it is expressly understood and agreed that in the event the Mortgagee is otherwise agreeable to the non-exercise of its said option, it may, as a condition or inducement to such non-exercise, require changes in the terms of this

Mortgage and any note and additional advance agreements the payment of which are secured hereby, to include without limitation, changes in the interest rate, amortization period and amount of monthly principal and interest installments.

9. Mortgagor will not erect or permit to be erected any new building or structure on any of the land hereby mortgaged or add to, or permit to be added to, any of the existing improvements thereon without first having the written consent of Mortgagee; and in the event of any violation of this stipulation all sums evidenced by said note and secured by this Mortgage, or either, shall immediately become due and payable and the mortgage forecloseable therefor, at the option of Mortgagee.

10. If foreclosure proceedings of any prior mortgage, or any second mortgage or any superior or junior lien of any kind upon the said mortgaged property or any part thereof (to include, without limitation, such liens held by Mortgagee) shall be instituted, Mortgagee may, at its option, immediately or thereafter declare this mortgage and all or any part of the indebtedness secured hereby due and payable forthwith, and thereupon may at its option proceed to foreclose this mortgage, all without notice.

11. To pay the costs, charges and expenses, including reasonable attorneys' fees and costs of abstracts of title, incurred or paid at any time by Mortgagee or its assigns in collecting or attempting to collect the indebtedness secured hereby or in foreclosing or attempting to foreclose this Mortgage or in enforcing any of its rights hereunder or incurred or paid by it because of the failure on the part of the Mortgagor promptly and fully to perform the agreements and covenants of the instrument or instruments evidencing the indebtedness secured hereby and this Mortgage; and said costs, charges and expenses shall be immediately due and payable and shall be secured by the lien of this Mortgage.

12. That, in order more fully to protect the security of this Mortgage, and at the option of the Mortgagee, the Mortgagor, together with, and in addition to, the monthly payments under the terms of the note secured hereby, on the monthly due date of each monthly payment until said note is fully paid, will pay to Mortgagee upon default by Mortgagor, the equivalent of one-twelfth (1/12) of the estimated annual taxes, assessments and insurance premiums on the real estate security hereinabove described, to be used by Mortgagee to pay said taxes, assessments, and insurance premiums. A breach of this obligation shall forthwith render all sums hereby, including accrued interest, immediately due and payable without notice and this Mortgage shall be forecloseable without notice, all at the option of Mortgagee, and waiver by Mortgagee of one or more breaches shall not constitute a waiver of any other or subsequent breach.

13. The Mortgagor does also hereby assign, transfer, set over and pledge to Mortgagee, its successors and assigns, as further security for the Note, all leases of all or any part of the property hereby mortgaged now made, executed or delivered, whether written or verbal, or to be hereafter made, executed or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal, and all of the rents, issues and profits of the said property and the improvements now or hereafter thereon, which rents, issues and profits may become due and payable at any time during the life of this Mortgage when any amount

shall be due and unpaid by the Mortgagor hereunder or when the Mortgagor shall otherwise be in default hereunder, whether said rents, issues and profits shall be due from the present or any future tenants or lessees thereof, with full power and authority in Mortgagee or its assigns to collect and receive the same from said tenants or lessees or from any real estate agent or other person collecting the same, and to give proper receipts and acquittances therefor and after paying attorneys' fees and other expenses incurred in collecting the same to apply the net proceeds of such collection upon any and all indebtedness, obligations, undertakings or liabilities of the Mortgagor hereunder.

14. To the extent of the indebtedness of the Mortgagor to Mortgagee secured hereby Mortgagee is hereby subrogated to the lien or liens and to the rights of the owners and holders thereof of each and every mortgage, lien or other encumbrance on the land described herein which is paid or satisfied, in whole or in part, from the proceeds of the loan secured by this Mortgage or from the proceeds of any future or additional advances, and the liens of said mortgages or other encumbrances, shall be and the same and each of them hereby are preserved and shall pass to and be held by Mortgagee herein as security for the indebtedness to Mortgagee hereby secured, to the same extent that it would have been preserved and would have been passed to and been held by Mortgagee had it been duly and regularly assigned, transferred, set over and delivered unto Mortgagee and separate deed of assignment, notwithstanding the fact that the same may be satisfied and cancelled of record.

15. To the extent of the indebtedness, Mortgagor grants to Mortgagee a security interest in any and all payments, awards, judgments or settlements, including interest thereon, to which Mortgagor may be or may become entitled or which Mortgagor may receive by reason of injury or damage to, or loss of, the premises or any part thereof as a result of the exercise of the right of eminent domain. Notwithstanding any injury or damage to, or loss of, the premises or any part thereof as a result of the exercise of the right of eminent domain, Mortgagor shall continue to pay the indebtedness. All sums paid or payable to Mortgagor by reason of any injury or damage to, or loss of, the premises or any part thereof as a result of the exercise of the right of eminent domain shall be applied as follows: At Mortgagee's option and at Mortgagee's sole discretion, Mortgagee may either (i) apply the sum or any part thereof to the indebtedness, or (ii) require Mortgagor to repair, replace or reconstruct the premises or any part thereof and disburse such sums to Mortgagor to be applied against the costs and expenses thereof as incurred or paid by Mortgagor.

16. Mortgagor shall permit any person designated by Mortgagee to visit and inspect the premises, all at such reasonable times and intervals as Mortgagee may desire.

17. Mortgagor shall not create any liens or encumbrances on the real property which are junior or inferior in terms of priority, to this Mortgage, unless Mortgagee shall give its consent in writing prior to such act or acts. A breach of this provision on the part of the Mortgagor shall constitute a default under the provisions hereof.

18. Mortgagor represents and agrees that Mortgagor has not caused and will not cause or permit any hazardous material to be brought upon, kept, or used in or about the demised premises by Mortgagor, Mortgagor's agents, employees, contractors, or invitees.

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be executed the day and year first above written.

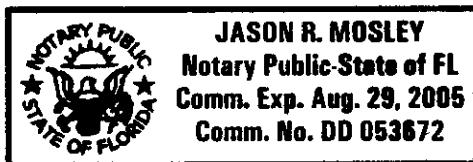
*Signed, sealed and delivered  
in the presence of:*

Jason R. Mosley  
Jason R. Mosley  
Janet W. Bruno  
Janet W. Bruno

Harry W. Simpson, Jr.  
Harry W. Simpson, Jr.

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of January, 2002 by Harry W. Simpson, Jr., ( ) who is personally known to me or (✓) who produced FL. DRIVERS LICENSE as identification.



NOTARY STAMP

Jason R. Mosley  
NOTARY PUBLIC, STATE OF FLORIDA  
Jason R. Mosley  
Commission Number: DD053672  
Commission Expiration Date: 08/29/05

EXHIBIT A

That portion of fractional Lot 58, Bayreuth Subdivision in Section 33, Township 2 South, Range 31 West, Escambia County, Florida, according to plat as filed in Deed Book 74, page 100, and a portion of First Ave. as shown on the plat of Beach Haven, being a part of the Pablo Graupera Grant, Section 35, Township 2 South, Range 31 West, and Section 54, Township 2 South, Range 31 West, Escambia County, Florida, according to the plat of said subdivision recorded in Deed Book 46 at page 51 of the public records of said Escambia County, which right of way has been vacated as shown in the instrument recorded in Deed Book 358 at page 519 of the said public records, the entire parcel being more particularly described as follow: Commence at the Southwest corner of Lot 58 of said Bayreuth Subdivision; thence N62°43'12"E along the South line of said Lot for 100.00 feet; thence N27°14'48"W parallel to the West line of said Lot for 17.24 feet to the Northerly right of way line of Gulf Beach Highway (66' R/W) for the Point of Beginning, said point being on a curve concave to the Northwest having a radius of 1413.66 feet; thence Northeasterly along said curve (chord bearing N50°30'24"E, chord distance = 161.37 feet) for an arc distance of 161.46 feet to the West line of the Arnett K. and Georgia E. Fulkerson property as recorded in O.R. Book 844 at page 655 of the Public Records of said County; thence N28°41'28"W along the West line of said described property 199 feet, more or less to the shore line of Soldiers Bayou; thence meander Westerly along said shore line 155 feet, more or less, to the point of intersection with a line passing through the point of beginning, bearing N27°14'48"W; thence S27°14'48"E for 288 feet more or less to the Point of Beginning.

RCD Jan 14, 2002 04:38 pm  
Escambia County, Florida

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2002-921206

Recorded in Public Records 03/11/2005 at 05:02 PM, OR Book 5592 Page 814,  
 Instrument #2005345162, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
 County, FL Recording \$44.00

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

SIMPSON, Harry W. Jr.  
 # 3627-08579 Loan No. DLH 81929740-04

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MORTGAGE  
 (Direct)**

This mortgage made and entered into this 9th day of February 2005, by and between Harry W. Simpson, Jr., who acquired title as Harry Walker Simpson, Jr., a single person, 3306 Gulf Beach Highway, 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:

Described in Exhibit "A" attached hereto and made a part hereof.

**ADDITIONAL COLLATERAL FOR MORTGAGE RECORDED AT BOOK 5592 PAGE 809**

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 9, 2005 in the principal sum of \$50,000.00 and maturing on December 1, 2034.

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.

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

SIMPSON, Harry W. Jr.  
3627-08579 / DLH 81929740-04

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 appraisement (the mortgagor having waived and assigned to the mortgagee all rights of appraisement):

(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 appraisement*.

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.

BK: 5592 PG: 817

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.

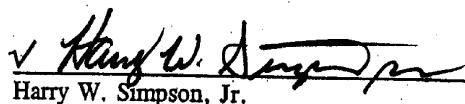
11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 3306 Gulf Beach Highway, Pensacola, Florida 32507 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 801 Tom Martin Drive, 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

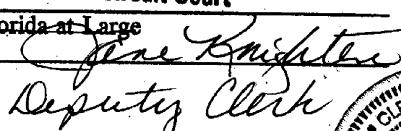
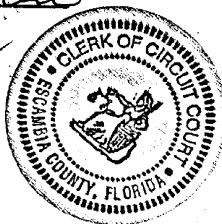
COUNTY OF Escambia

ss

  
Harry W. Simpson, Jr.

The foregoing instrument was acknowledged before me this  
11th day of March, 2005, by  
Harry W. Simpson, Jr. who produced a  
FLORIDA as identification.

Ernie Lee Magaha, Clerk of the Circuit Court

Notary Public, State of Florida at Large  
My Commission Expires: June 2008  
Deputy Clerk

BK: 5592 PG: 818 Last Page

Name: SIMPSON, Harry W. Jr.Control No. / Loan No: 3627-08579 / DLH 81929740-04

## EXHIBIT "A"

Lot 26, Block 'C', Bayou Grande Villa, a subdivision of a portion of Section 4, Township 3 South, Range 31 West, Escambia County, Florida according to Plat Book 8, Page 4 of the public records of Escambia County, Florida.

and all structures and improvements now or hereafter on said land and all fixtures attached thereto, including but not limited to the following described mobile home: 1973 double-wide, VIN no. RD11732351A and RD11732351B

Parcel Identification Number: 33-2S-31-2400-026-003

More commonly known as: 8574 Alvarado Calzada, Pensacola, Florida 32507

Recorded in Public Records 03/11/2005 at 05:02 PM, OR Book 5592 Page 804,  
 Instrument #2005345160, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
 County, FL Recording \$44.00

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

SIMPSON, Harry W., Jr.  
 # 3627-08574 Loan No. DLH 81929540-09

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MORTGAGE**  
**(Direct)**

This mortgage made and entered into this 8th day of February 2005, by and between Harry W. Simpson, Jr., who acquired title as Harry Walker Simpson, Jr., a single person, 3306 Gulf Beach Highway, 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:

Described in Exhibit "A" attached hereto and made a part hereof.

**ADDITIONAL COLLATERAL FOR MORTGAGE RECORDED AT BOOK 5582 PAGE 778**

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 8, 2005 in the principal sum of \$30,000.00 and maturing on December 1, 2034.

1. The mortgagor covenants and agrees as follows:

**RECORDED AS RECEIVED**

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.

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

SIMPSON, Harry W., Jr.  
3627-08574 / DLH 81929540-09

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 3306 Gulf Beach Highway, 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

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ss

✓ Harry W. Simpson, Jr.

Harry W. Simpson, Jr.

The foregoing instrument was acknowledged before me this

11th day of March, 2005 by

Harry W. Simpson, Jr. who produced a

FL DR LIC

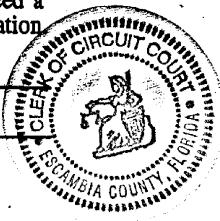
as identification

Ernie Lee Magaha, Clerk of the Circuit Court

Notary Public, State of Florida at Large

My Commission Expires: Jan 2010

Deputy Clerk



BK: 5592 PG: 808 Last Page

Name: SIMPSON, Harry W., Jr.Control No. / Loan No: 3627-08574 / DLH 81929540-09

## EXHIBIT "A"

**Lot 26, Block 'C', Bayou Grande Villa, a subdivision of a portion of Section 4, Township 3 South, Range 31 West, Escambia County, Florida according to Plat Book 8, Page 4 of the public records of Escambia County, Florida.**

and all structures and improvements now or hereafter on said land and all fixtures attached thereto, including but not limited to the following described mobile home: 1973 double wide, VIN no. RD11732351A and RD11732351B

Parcel Identification Number: 33-2S-31-2400-026-003

More commonly known as: 8574 Alvarado Calzada, Pensacola, Florida 32507

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



## NOTICE OF LIEN

### STATE OF FLORIDA COUNTY OF ESCAMBIA

Notice is hereby given that the EMERALD COAST UTILITIES AUTHORITY has a lien against the following described real property situated in Escambia County, Florida, for water, wastewater and/or sanitation service provided to the following customer:

LOT 26 BLK C BAYOU GRANDE VILLA PB 8 P 4 OR 4711 P 984 SEC 33/4 T 2S/3S R 31W

Customer: HARRY W. SIMPSON, JR

Account Number: 141691-90313

Amount of Lien: \$338.65, together with additional unpaid utility service charges, if any, which may accrue subsequent to the date of this notice and simple interest on unpaid charges at 18 percent per annum, or at such lesser rate as may be allowed by law.

This lien is imposed in accordance with Section 159.17, Florida Statutes, Chapter 92-248, Laws of Florida, as amended and Emerald Coast Utilities Authority Resolution 87-10, as amended, and this lien shall be prior to all other liens on such lands or premises except the lien of state, county, and municipal taxes and shall be on a parity with the lien of such state, county, and municipal taxes.

Provided however, that if the above-named customer has conveyed said property by means of deed recorded in the public records of Escambia County, Florida, prior to the recording of this instrument, or if the interest of the above-named customer is foreclosed by a proceeding in which notice of lis pendens has been filed prior to the recording of this instrument, this lien shall be void and of no effect.

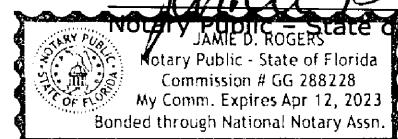
Dated: 10/11/2021

EMERALD COAST UTILITIES AUTHORITY

BY: Anita Shareef

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 11th day of October, 2021, by Anita Shareef of the Emerald Coast Utilities Authority, who is personally known to me and who did not take an oath.



RWK:ls  
Revised 05/31/11

Prepared By:  
John "Jay" A. Fraiser, Esq.  
127 Palafox Place, Suite 200  
Pensacola, FL 32502-5813  
CA-1520-016

### CLAIM OF LIEN

#### **STATE OF FLORIDA COUNTY OF ESCAMBIA**

This is a claim of lien for unpaid assessments, together with reasonable attorney's fees and costs incurred by the undersigned Association, whose address is 8510 Matador Camino, Pensacola, FL 32507, incident to the collection of the assessments and enforcement of this lien, which is granted by §720.3085, Florida Statutes, and the Declaration of Covenants, Conditions, and Restrictions of Bayou Grande Villa, recorded on March 27, 2019, in Official Records Book 8089, Page 363 of the public records of Escambia County, Florida, and all supplements and amendments thereto, for the following described property:

#### **LOT 26 BLK C BAYOU GRANDE VILLA PB 8 P 4 OR 4711 P 984 SEC 33/4 T 2S/3S R 31W**

The property address is 8574 Alvarado Calzada, Pensacola, FL 32507. The record title owner of the property is Harry W. Simpson, Jr., whose mailing address is 3306 Gulf Beach Highway, Pensacola, FL 32507.

This Claim of Lien is to secure the payment of assessments against the owner or owners by the undersigned Association in the following amounts (less any partial payments applied in accordance with Florida statutory law), as well as all amounts which may accrue subsequent to this date:

<u>Item</u>	<u>Amount</u>
General Assessments (due October 1, 2019 through October, 1, 2024)	\$1,141.17
Violation Fine (Due March 2021)	\$850.00
Violation Fine (Due April 2021)	\$1,050.00
Violation Fine (Due June 2021)	\$1,500.00
Interest	\$2,653.49
Attorneys Fees	\$275.00
Costs and Recording Fees	<u>\$74.34</u>
 <b>Total Due:</b>	 <b>\$7,544.00</b>

In addition, pursuant to the Association's governing documents and Florida Statutes, the foregoing assessments will bear an interest at the rate of six (6%) per annum, from the date each assessment became due, and will include all administrative late fees, reasonable attorney's fees, and costs incident to the collection and enforcement of this lien.

EXECUTED this 22 day of October, 2024.

**BAYOU GRANDE VILLA  
ASSOCIATION, INC.**, a Florida not-for-profit corporation

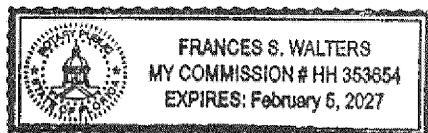
Brenda Gavin

By: Brenda Gavin

Its: Authorized Agent

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

Sworn to and subscribed before me by means of [ ] physical presence or [ ] online notarization, this 22 day of October, 2024, by Brenda Gavin as the Authorized Agent for Bayou Grande Villa Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me.



Frances S. Walters  
(Signature of Notary Public)  
**Notary Public, State of Florida**  
Print Name: Frances S. Walters  
My Commission Expires: 2/5/2027

I HEREBY CERTIFY that a true copy of the foregoing Claim of Lien has been furnished by Certified Mail, Return Receipt # 9589071052702141428603 and # 9589071052702141428610 and U.S. Mail to Harry W. Simpson, Jr., 8574 Alvarado Calzada, Pensacola, FL 32507 and 3306 Gulf Beach Highway, Pensacola, FL 32507 on this 22 day of October, 2024.

JAY

John "Jay" A. Fraiser, Jr.  
Moorhead Law Group  
127 Palafox Place, Suite 200  
Pensacola, FL 32502  
Attorneys for Bayou Grande Villa  
Association, Inc.

Recorded in Public Records 5/1/2024 12:40 PM OR Book 9139 Page 1575,  
Instrument #2024032715, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$35.50

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

**PETITIONER**  
ESCAMBIA COUNTY FLORIDA,

VS.

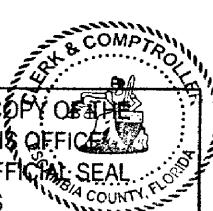
SIMPSON, HARRY W JR  
3306 GULF BEACH HWY  
PENSACOLA, FL 32507

**RESPONDENT(S)**

CASE NO: CE23126329U  
LOCATION: 8574 ALVARADO CALZADA  
PR#: 332S312400026003

ORDER

CERTIFIED TO BE A TRUE COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL  
PAM CHILDEERS  
CLERK OF THE CIRCUIT COURT & COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA  
BY: *Pam Childers* D.C.  
DATE: *5/1/2024*



This CAUSE having come before the Office of Environmental Enforcement  
Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged  
violation of the ordinances of the County of Escambia, State of Florida, and the Special  
Magistrate having considered the evidence before him in the form of testimony by the  
Enforcement Officer and the Respondent(s) or representative thereof, None,  
as well as evidence submitted, and after consideration of the appropriate sections of  
the Escambia County Code of Ordinances, the Special Magistrate finds that a violation  
of the following Code of Ordinances has occurred and continues:

**Sec. 42-196(a) Nuisance - (A) Nuisance**

**Sec. 42-196(b) Nuisance - (B) Trash and Debris**

**Sec. 42-196(d) Nuisance - (D) Overgrowth**

**Unsafe Structure - 30-203 (CC) Accessory structure unmaintained**

**Unsafe Structures - 30-203 (DD) Structural elements unmaintained**

**Unsafe Structures - 30-203 (U) Broken/cracked**

**Unsafe Structures - 30-203 (N) Siding**

### **Sec. 82-171. Solid Waste - Mandatory Collection**

THEREFORE, the Special Magistrate, being otherwise fully apprised, finds as follows:

It is hereby ORDERED that the **RESPONDENT(S)** shall have until **5/14/2024** to correct the violation(s) and to bring the violation into compliance.

Corrective action shall include:

**Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. maintain clean conditions to avoid a repeat violation.**

**Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.**

**Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods**

If Respondent(s) fail to fully correct the violation(s) within the time required, Respondent(s) will be assessed a fine of **\$50.00** per day, commencing **5/15/2024**. This fine shall continue until the violation(s) is/are abated and the violation(s) brought into compliance, or until as otherwise provided by law. **RESPONDENT IS REQUIRED**, immediately upon full correction of the violation(s), to contact the Escambia County Office of Environmental Enforcement in writing to request that the office immediately inspect the property to make an official determination of whether the violation(s) has/have been abated and brought into compliance. If the violation(s) is/are not abated within the specified time period, Escambia County may elect to undertake any necessary measures to abate the violation(s). These measures could include, but are not limited to, **DEMOLISHING NON-COMPLIANT STRUCTURES, LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S).**

At the request of Escambia County, the Sheriff shall enforce this order by taking

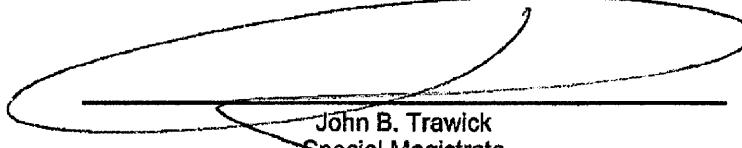
reasonable law enforcement action to remove from the premises any unauthorized person interfering with the execution of this order or otherwise refusing to leave after warning. The reasonable cost of such abatement will be assessed against **RESPONDENT(S)** and shall constitute a lien on the property. Pursuant to Escambia County Resolution R2017-132, costs in the amount of **\$250.00** are awarded in favor of Escambia County as the prevailing party against **RESPONDENT(S)**.

This fine shall be forwarded to the Board of County Commissioners of Escambia County. Under the authority of Sec. 162.09, Fla. Stat., as amended, and Sec. 30-35 of the Escambia County Code of Ordinances, as amended, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All fees, fines, and costs owing hereunder shall constitute a lien upon **ALL REAL AND PERSONAL PROPERTY OWNED BY RESPONDENT(S)** including property involved herein, which lien can be enforced by foreclosure and as provided by law.

**RESPONDENT(S) have the right to appeal the order(s) of the Special Magistrate to the Circuit Court of Escambia County. If RESPONDENT(S) wish(es) to appeal, RESPONDENT(S) must provide notice of such appeal in writing to both the Environmental Enforcement Division at 3363 West Park Place, Pensacola, Florida 32505, and the Escambia County Circuit Court, M.C. Blanchard Judicial Building, 190 W. Government St, Pensacola, Florida, 32502, no later than **30 days** from the date of this order. Failure to timely file a Written Notice of Appeal will constitute a waiver of the right to appeal this order.**

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

**DONE AND ORDERED** in Escambia County, Florida on this 30th day of April, 2024.



John B. Trawick

Special Magistrate

Office of Environmental Enforcement