

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

1225:27

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Part 1: Tax Deed	Application infor	mation		42	1			5, 1, 1,
Applicant Name Applicant Address	KEYS FUNDING LL PO BOX 71540 PHILADELPHIA, PA		1540		Applica	tion date	Apr 21, 2025	
Property description	HARRIS EARL M III 1615 AMERICUS A	VΕ			Certifica	ate#	2023 / 4755	
	PENSACOLA, FL 1615 AMERICUS A' 10-0004-000 LTS 11 12 BLK 1 BI OR 5499 P 1244 SE	VE EACH HA\			Date ce	ertificate issued	06/01/2023	
Part 2: Certificat	es Owned by App	licant and	d Filed wi	th Tax Deed	Applica	tion		wing .
Column 1 Certificate Number	Column	1 2	Co	olumn 3 unt of Certificate		Column 4 Interest	Column 5: (Column 3 + C	
# 2023/4755	06/01/20	023		756.99		37.85		794.84
						→Part 2: Total*		794.84
Part 3: Other Ce	rtificates Redeemo	ed by Ap	plicant (C	ther than Co	unty)			
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Colu Face A	umn 3 mount of Certificate	Column 4 Tax Collector's		Column 5 Interest	Total (Column 3 + C + Colum	Column 4
# 2024/4858	06/01/2024		783.98		6.25	53.90		844.13
						Part 3: Total*		844.13
Part 4: Tax Colle	ector Certified Am	ounts (L	ines 1-7)				A A A	15.44 15.44
1. Cost of all cert	ificates in applicant's	possessio	n and othe	r certificates red (*	deemed Total of	by applicant Parts 2 + 3 above		1,638.97
Delinquent taxes paid by the applicant					0.00			
Current taxes paid by the applicant				0.00				
4. Property inform	nation report fee							200.00
5. Tax deed appl	ication fee							175.00
	ed by tax collector und	der s.197.5	542, F.S. (s	ee Tax Collecto	or Instruc	tions, page 2)		0.00
7.						Paid (Lines 1-6)		2,013.97
I certify the above i	nformation is true and				y informa			s fees
Sign here:					Da	<u>Escambia,</u> Florid te April 24th,		

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

Par	rt 5: Clerk of Court Certified Amounts (Lines 8-14)	
8.		
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.		
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.	42,392.50
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign	here: Date of sale 12/03/20	025

INSTRUCTIONS

Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

Application Number: 2500230

To: Tax Collector of <u>ESCA</u>	MBIA COUNTY	_, Florida	
I, KEYS FUNDING LLC - 6023 PO BOX 71540 PHILADELPHIA, PA 19176-154 hold the listed tax certificate and	•	e same to the Tax	Collector and make tax deed application thereon
Account Number	Certificate No.	Date	Legal Description
10-0004-000	2023/4755	06-01-2023	LTS 11 12 BLK 1 BEACH HAVEN PLAT DB 46 P 51 OR 5499 P 1244 SEC 54/35 T 2S R 30/31
 pay all delinquent and pay all Tax Collector's Sheriff's costs, if applied 	ng tax certificates plus d omitted taxes, plus in s fees, property informaticable.	nterest covering thation report costs, (
Electronic signature on file KEYS FUNDING LLC - 6023 PO BOX 71540 PHILADELPHIA, PA 19176			<u>04-21-2025</u> Application Date
Applicant	s signature		



Gary "Bubba" Peters Escambia County Property Appraiser

Real Estate Search

Tangible Property Search





Printer Friendly Version

General Information					
Parcel ID:	3525311000011001				
Account:	100004000				
Owners:	HARRIS EARL M III				

1615 AMERICUS AVE PENSACOLA, FL 32507

Situs: Use Code: **1615 AMERICUS AVE 32507**

Taxing

Mail:

SINGLE FAMILY RESID 🔑

Authority:

Comptroller

COUNTY MSTU

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

Escambia County Tax Collector

Assessments					
Year	Land	Imprv	Total	Cap Val	
2024	\$15,000	\$145,293	\$160,293	\$84,785	
2023	\$15,000	\$139,522	\$154,522	\$82,316	
2022	\$15,000	\$124,703	\$139,703	\$79,919	

Disclaimer

Tax Estimator

Change of Address

File for Exemption(s) Online

Report Storm Damage

Sales Data Type List: Sale Date Book Page Value Type Multi Parcel Records 08/2004 5499 1244 \$60,100 WD 06/2004 5432 1862 \$100 CT ۵ 01/1975 923 25 \$10 WD

Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and

2024 Certified Roll Exemptions

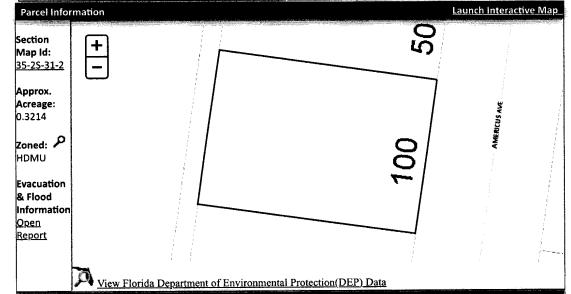
HOMESTEAD EXEMPTION

Legal Description

LTS 11 12 BLK 1 BEACH HAVEN PLAT DB 46 P 51 OR 5499 P 1244 SEC 54/35 T 2S R 30/31

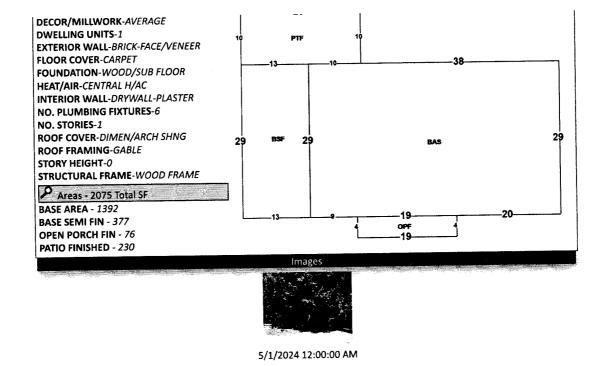
Extra Features

FRAME BUILDING

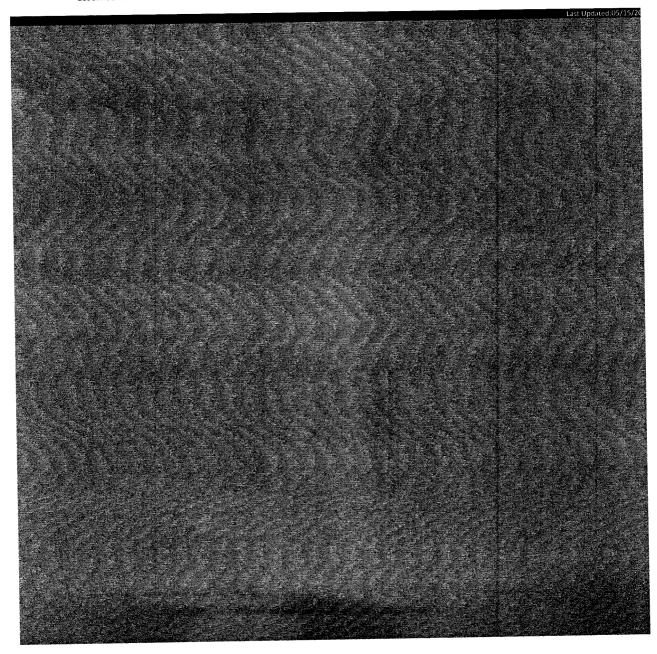


Buildings

Address:1615 AMERICUS AVE, Improvement Type: SINGLE FAMILY, Year Built: 1981, Effective Year: 1981, PA Building ID#:



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



Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2025038225 5/23/2025 9:49 AM
OFF REC BK: 9322 PG: 458 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That KEYS FUNDING LLC holder of Tax Certificate No. 04755, 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:

LTS 11 12 BLK 1 BEACH HAVEN PLAT DB 46 P 51 OR 5499 P 1244 SEC 54/35 T 2S R 30/31

SECTION 35, TOWNSHIP 2 S, RANGE 31 W

TAX ACCOUNT NUMBER 100004000 (1225-27)

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

EARL M HARRIS III

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.

COUNTRO

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 REP	THE ATTACHED REPORT IS ISSUED TO:				
SCOTT LUNSFORD, E	SCAMBIA COUNTY TA	X COLLECTOR			
TAX ACCOUNT #:	10-0004-000	CERTIFICATE #:	2023-47	55	
REPORT IS LIMITED	ΓΟ THE PERSON(S) EXI	HE LIABILITY FOR ERROPRESSLY IDENTIFIED BY (S) OF THE PROPERTY II	Y NAME IN THE	PROPERTY	
listing of the owner(s) of tax information and a lis	frecord of the land describ ting and copies of all open in the Official Record Boo	he instructions given by the bed herein together with cur or unsatisfied leases, morta bks of Escambia County, Flo	rent and delinquer gages, judgments	nt ad valorem and	
and mineral or any subst		es and assessments due now r nature; easements, restrict			
		ty or sufficiency of any doc tle, a guarantee of title, or a			
Use of the term "Report"	' herein refers to the Prope	erty Information Report and	the documents at	tached hereto.	
Period Searched: Septe	mber 5, 2005 to and inclu	nding September 5, 2025	Abstractor:	Andrew Hunt	
BY					
Malphel					

Michael A. Campbell, As President

Dated: September 8, 2025

PROPERTY INFORMATION REPORT

CONTINUATION PAGE

September 8, 2025

Tax Account #: 10-0004-000

1. The Grantee(s) of the last deed(s) of record is/are: EARL M HARRIS III

By Virtue of Warranty Deed recorded 9/28/2004 in OR 5499/1244

- 2. The land covered by this Report is: See Attached Exhibit "A"
- **3.** The following unsatisfied mortgages, liens, and judgments affecting the land covered by this Report appear of record:
 - a. Mortgage in favor of Regions Bank recorded 1/28/2016 OR 7469/1900
 - b. Code Enforcement Order in favor of Escambia County recorded 4/13/2007 OR 6125/724
 - c. Civil Judgment in favor of Escambia Counrt recorded 9/25/2007 OR 6223/1454
- 4. Taxes:

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

Tax Account #: 10-0004-000 Assessed Value: \$87,243.00

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

CEDTIEICA	TION. DDA	THE PROPERTY	TATEODALATE	ION REPORT	EOD TDA
	THE N. PRI	PHRIV			HIDR IIIA

TAX DEED SALE DATE:	ATE: DEC 3, 2025			
TAX ACCOUNT #:	10-0004-000			
CERTIFICATE #:	2023-4755			
those persons, firms, and/or agencies h	orida Statutes, the following is a list of names and addresses of aving legal interest in or claim against the above-described le certificate is being submitted as proper notification of tax deed			
YES NO ☐ ☐ Notify City of Pensacola ☐ Notify Escambia County ☐ Homestead for 2024 ta	y, 190 Governmental Center, 32502			
EARL M HARRIS III 1615 AMERICUS AVE PENSACOLA, FL 32507 ESCAMBIA COUNTY	REGIONS BANK 201 MILAN PKWY BIRMINGHAM, AL 35211			
CODE ENFORCEMENT				

CODE ENFORCEMENT 3363 W PARK PL PENSACOLA, FL 32505

Malphel

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 #:10-0004-000

LEGAL DESCRIPTION EXHIBIT "A"

LTS 11 12 BLK 1 BEACH HAVEN PLAT DB 46 P 51 OR 5499 P 1244 SEC 54/35 T 2S R 30/31 SECTION 35, TOWNSHIP 2 S, RANGE 31 W TAX ACCOUNT NUMBER 10-0004-000(1225-27)

420.70

Prepared by and Return to: MARVIN E. KATZ, ESQ. MARC A. BEN-EZRA, P.A. 951 NE 167th Street, Suite204 N. Miami Beach, FL 33162

Property Folio No: 10-0004-000

File No.: 14053

(305) 770-4100

OR BK 5499 PG1244 Escambia County, Florida INSTRUMENT 2004-287313

DEED BOC STAMPS PD & ESC CO \$ 420.70 09/28/04 ERMIE LEE MAGAHA, CLERK

SPECIAL WARRANTY DEED

This SPECIAL WARRANTY DEED, made this 31 5T day of August, 2004 Between GREEN TREE SERVICING LLC, SUCCESSOR BY CONVERSION TO CONSECU FINANCE SERVICING CORP., F/K/A GREEN TREE FINANCIAL SERVICING CORPORATION, whose post office address is: 7360 S. Kyrene Dr., Tempe, AZ 85282, Grantor, and EARL M. HARRIS, III, Asing & mon, whose post office address is: 1615 Americus Avenue, Pensacola, FL 32507 Grantee; (The term "grantor" and "grantee" include all the parties in each capacity to the instrument and their respective heirs, personal representatives, successors and assigns)

Witnesseth that said grantor, for and in consideration of the sum of Ten Dollars and other good and valuable considerations to said grantor paid in hand by grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, convey and confirm onto the said grantee, the following described land, situated, lying, and being in Escambia County Florida, to wit:

LOTS 11 AND 12, BLOCK 1, BEACH HAVEN TRACT, BEING PART OF THE PABLO GRANPERA GRANT, SECTION 35, TOWNSHIP 2 SOUTH, RANGE 31 WEST, AND SECTION 54, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN DEED BOOK 46, PAGE 51, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

SUBJECT TO:

- 1. Zoning and other governmental rules, regulations and ordinances
- 2. Restrictions, covenants, conditions, easements and other matters of record.
- 3. Taxes and assessments subsequent to December 31, 2003.

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

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

OR BK 5499 PG1245 Escambia County, Florida INSTRUMENT 2004-287313

GREEN TREE SERVICING LLC, SUCCESSOR BY

SERVICING CORP., F/K/A GREEN TREE

TO CONSECO FINANCE

CONTINUED PAGE 2 of WARRANTY DEED

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said Property in fee simple and has good right and lawful authority to sell and convey said Property; and hereby warrants the title to said Property and will defend the same against the lawful claims of all persons claiming by, through or under said Grantor, but not otherwise.

IN WITNESS THEREOF, the grantor has signed and sealed these presents the day and year written above.

CONVERSION

As authorized signatory

Under its LLC Agreement

Signed, sealed and delivered in the presence of:

Ist witness signature

FINANCIAL SERVICING CORPORATION

Printed or typed name

Stagular 2nd witness signature

Sign Ward
Printed or typed name

STATE OF ARIZONA COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me this day of day of the da

Seal:

Notary Public
Print Name:

My Commission Expires:

Bradley S. Johnson Notary Public: Arizona Maricopa County My Commission Expires September 30, 2007

> RCD Sep 28, 2004 10:41 am Escambia County, Florida

ERNIE LEE MAGAHA Clerk of the Circuit Court INSTRUMENT 2004-287313 Recorded in Public Records 01/28/2016 at 02:28 PM OR Book 7469 Page 1900, Instrument #2016006418, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$61.00 MTG Stamps \$194.25 Int. Tax \$111.00

WHEN RECORDED MAIL TO:

Regions Bark Collateral Månagement 201 Milan Perkway Birmingham, AL 35211

When Recorded Return to: Indecomm Global Services As Recording Agent Only 1260 Energy Lane St. Paul, MN 55108

80204168

This Mortgage prepared by:

Name: Emily Shoults

Company: Regions Bank Address: 2050 Parkway Office Circle, Hoover, AL 35244





MORTGAGE 2015322145

THIS MORTGAGE dated 01/13/2016, is made and executed between EARL M HARRIS aka EARL M HARRIS III, whose address is 1615 AMERICUS AVE, PENSACOLA, FL 32507; unmarried (referred to below as "Grantor") and Regions Bank, whose address is 201 Milan Parkway, Birmingham, AL 35211 (referred to below as "Lender").

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

THE FOLLOWING DESCRIBED LAND, SITUATED, LYING, AND BEING IN ESCAMBIA COUNTY FLORIDA, TO WIT:LOTS 11 AND 12, BLOCK 1, BEACH HAVEN TRACT, BEING PART OF THE PABLO GRANPERA GRANT, SECTION 35, TOWNSHIP 2 SOUTH, RANGE 31 WEST, AND SECTION 54, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN DEED BOOK 46, PAGE 51, PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA. SUBJECT TO RESTRICTIONS, RESERVATIONS, EASEMENTS, COVENANTS, OIL, GAS OR MINERAL REGISTROST OF RECORD, IF ANY.

The Real Property or its address is commonly known as 1615 AMERICUS AVE, PENSACOLA, FL 32507.

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$55,500.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

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

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

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

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property; shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the e

BK: 7469 PG: 1901

MORTGAGE (Continued)

Page 2

claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Mortgage, including the obligation to indemnify and defend, shall survive Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance on commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If Lender purchases any insurance on the Property, such insurance may, in Lender's sole discretion, protect only Lender's interest. Grantor acknowledges that: insurance purchased by Lender may provide limited protection against physical damage to the Property; Grantor's equity in the Property may not be insured by such insurance; such insurance may not cover the contents of the Property; and Grantor may not be compensated by such insurance for loss or damage to personal belongings, furniture or equipment. Lender shall have no obligation to purchase any insurance on the Property. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect take any action that Lender believes to be appropriate to protect take any action that permitted by law, whichever is less, from the date incurred or paid by Lender to the date of repayment by Grantor. All

MORTGAGE (Continued)

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such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ayment Default. Grantor fails to make any payment when due under the Indebtedness

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

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

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

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

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

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

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

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

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

Insecurity. Lender in good faith believes itself insecure.

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

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

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

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

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

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

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

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

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

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

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

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

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

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MORTGAGE (Continued)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The word "Borrower" means EARL M HARRIS and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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

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

Grantor. The word "Grantor" means EARL M HARRIS .

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

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

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MORTGAGE (Continued)

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includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos

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

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

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

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

Note. The word "Note" means the promissory note dated January 13, 2016, in the original principal amount of \$55,500.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Note is January 19, 2031.

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

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

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

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

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

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

<u>Jessica</u> Lugue

GRANTOR

X_EARL M H WITNESSES:

INDIVIDUAL ACKNOWLEDGMENT

Kimberly J. Clark

STATE OF Florido

COUNTY OF ESCAMBLE

WNON MA

Nov. 2, 2018

Comm. # FF 173530 PUBLIC E OF FLORI) SS

The foregoing instrument was acknowledged before me this by EARL M HARRIS, who is personally known to me or who has produced

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https://dory.escambiaclerk.com/LandmarkWeb1.4.6.134/Search/DocumentAndInfoByBookPage?Key=Assessor&booktype=OR&booknumber=5499&p...

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FF 173530

Shannon Martin

MORTGAGE (Continued)

Page 7

Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: Regions Bank

NMLSR ID: 174490

Individual: SHANNON MARTIN

NMLSR ID: 677016

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Recorded in Public Records 04/13/2007 at 11:13 AM OR Book 6125 Page 724, Instrument #2007035251, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$27.00

Recorded in Public Records 04/13/2007 at 10:02 AM OR Book 6125 Page 533, Instrument #2007035203, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$27.00

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

ESCAMBIA COUNTY, FLORIDA

Vs.

Case No.: 06-08-0484 Location: 1615 Americus Avenue

PR# 352S31-1000-011-001

Earl M. Harris III 1615 Americus Avenue Pensacola, FL 32507

ORDER

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 or representative,

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 Code of Ordinances

COO 30 - 203 (6) & 82-39

COO 30 - 203 (6) (Appl Lea View)

has occurred and continues.

8/11/25, 1:10 PM

BK: 6125 PG: 725

BK: 6125 PG: 534

THEREFORE, The Special Magistrate being otherwise fully advised in
the premises; it is hereby ORDERED that: EALL HAM'S
shall have until
into compliance Corrective action shall include:
DEMISS upon vehila or record to
lets of people AUS FROCE DURGENT to COSE

If the violation is not abated within the specified time period, then the County may elect to abate the violation for you and the reasonable cost of such will be assessed against you and will constitute a lien on the property.

Costs in the amount of \$1.100.00 are hereby awarded in favor of Escambia

County as the prevailing party against

This fine shall be forwarded to the Board of County Commissioners.

Under the authority of 162.09(1), F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners may make all reasonable repairs necessary to bring the property into compliance if the violator does not correct the violation by a specified date.

BK: 726 Last Page

> PG: 535 Last Page

> > The costs of such repairs shall be certified to the Special Magistrate and may be added to any fines imposed pursuant to this order.

> > All monies owing hereunder shall constitute a lien on all your real and personal property including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at 6708 Plantation Road Pensacola, Florida 32504 and the Escambia County Circuit Court Clerk at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than 30 days from the date of the Order. Failure to timely file a written Notice of Appeal will waive your rights to appeal.

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

DONE AND ORDERED at Escambia County, Florida on the

Special Magistrate

Office of Environmental Enforcement

Certified to be a true copy of the original on file in this office Witness my hand and official seal ERNIE LEE MAGAHA

Clerk of the Circuit Court

Escambia County Elo

Recorded in Public Records 09/25/2007 at 03:37 PM OR Book 6223 Page 1454, Instrument #2007092132, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY 190 GOVERNMENTAL CENTER PENSACOLA, FLORIDA

ESCAMBIA COUNTY

CASE NO: 2007 CO 025841 A

CODE ENFORCEMENT CITATION NO: 1293

/ DOB: 11/29/1982

VS

EARL MCSWAIN III HARRIS 1615 AMERICUS PENSACOLA FL 32507

JUDGMENT AGAINST DEFENDANT FOR CODE ENFORCEMENT CIVIL PENALTY

It is hereby ordered and adjudged that the above-named defendant shall pay to ESCAMBIA COUNTY, a political subdivision of the State of Florida, the sum of \$ 50.00, to the Clerk of the Court, which the Court has determined to be the defendant's liability for civil infraction under Escambia County Resolution R98-171;

It is further ordered and adjudged that, in accordance with Section 162.21, Florida Statutes, a lien is hereby created against all of the property, both real and personal, of the defendant and his/her estate, in the amount aforesaid, in favor of the aforesaid county and shall bear interest at the rate set out in s.55.03 Florida Statutes, for which let execution issue.

DONE AND ORDERED this 21 day of Sept , 207 COUNTY COUNTY SEARCH DISCOUNTY BURGE LIFE COUNTY BURGE LIFE COUNTY RECORD

I hereby acknowledge receipt of a copy of this judgment.

Defendant's Signature

Il do hereby certify that copy of hereof has been furnished defendant by delivery/mail, this day of

ONE OF THE FOLLOWING MUST BE EXECUTED

Case: 2007 CO 025841 A

Dkt: FILED Pg#:

Ernie Lee Magaha Clerk of the Circuit Court Escambia County Morida

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STATE OF FLORIDA COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 04755 of 2023

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on October 16, 2025, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

EARL M HARRIS III	REGIONS BANK
1615 AMERICUS AVE	201 MILAN PKWY
PENSACOLA, FL 32507	BIRMINGHAM AL 35211

ESCAMBIA COUNTY / COUNTY ATTORNEY 221 PALAFOX PLACE STE 430 PENSACOLA FL 32502

ESCAMBIA COUNTY OFFICE OF CODE ENFORCEMENT
ESCAMBIA CENTRAL OFFICE COMPLEX
3363 WEST PARK PLACE
PENSACOLA FL 32505

ESCAMBIA COUNTY / STATE OF FLORIDA 190 GOVERNMENTAL CENTER PENSACOLA FL 32502

WITNESS my official seal this 16th day of October 2025.

COMPTO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON December 3, 2025, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE TAX COLLECTOR IMMEDIATELY AT 850-438-6500 EXT. 3324.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That KEYS FUNDING LLC holder of Tax Certificate No. 04755, 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:

LTS 11 12 BLK 1 BEACH HAVEN PLAT DB 46 P 51 OR 5499 P 1244 SEC 54/35 T 2S R 30/31

SECTION 35, TOWNSHIP 2 S, RANGE 31 W

TAX ACCOUNT NUMBER 100004000 (1225-27)

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

EARL M HARRIS III

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

Dated this 17th day of October 2025.

TO RECEIVE FURTHER INFORMATION REGARDING THE UNPAID TAXES PLEASE CONTACT THE TAX COLLECTOR AT 850-438-6500 EXT. 3324, OR VISIT THE DOWNTOWN LOCATION AT 213 PALAFOX PLACE, PENSACOLA, FL 32502. THE PROPERTY WILL BE SOLD AT AUCTION UNLESS THE BACK TAXES ARE PAID.

IF YOU HAVE QUESTIONS REGARDING THE AUCTION PROCESS, PLEASE CONTACT THE TAX DEEDS DIVISION AT 850-595-3793 OR EMAIL TAXDEEDS@ESCAMBIACLERK.COM

S COMPTRO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

IF THE PROPERTY PROCEEDS TO SALE, YOU WILL RECEIVE NOTICE FROM US REGARDING SURPLUS FUNDS. YOU MAY CLAIM THE FUNDS DIRECTLY FROM OUR OFFICE, FREE OF CHARGE. PAYING A FEE FROM THE SURPLUS FOR ASSISTANCE FROM A THIRD PARTY IS NOT REQUIRED.

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Post Property:

1615 AMERICUS AVE 32507



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Personal Services:

EARL M HARRIS III 1615 AMERICUS AVE PENSACOLA, FL 32507



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

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ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE

Document Number: ECSO25CIV046711NON

Agency Number: 26-000678

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT NO 04755 2023

Attorney/Agent:
PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff:

RE EARL M HARRIS III

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 10/24/2025 at 8:31 AM and served same at 7:41 AM on 10/27/2025 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY, the within named, to wit: , .

POSTED TO THE PROPERTY AS INSTRUCTED BY THE CLERKS OFFICE

CHIP W SIMMONS, SHERIFF ESCAMBIA COUNTY, FLORIDA

By:

D. NELSON, CPS

Service Fee:

\$40.00

Receipt No:

BILL

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1615 AMERICUS AVE 32507



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

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ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE

Document Number: ECSO25CIV046720NON

Agency Number: 26-000714

1225.27

Court: TAX DEED County: ESCAMBIA

Case Number: CERT NO# 04755 2023

Attorney/Agent: PAM CHILDERS **CLERK OF COURT** TAX DEED

Plaintiff: IN RE: EARL M HARRIS III

Defendant:

Type of Process: WARNING/NOTICE OF APPLICATION FOR TAX DEED

Individual

Received this Writ on 10/24/2025 at 8:32 AM and served same on EARL M HARRIS III , at 7:41 AM on 10/27/2025 in ESCAMBIA COUNTY, FLORIDA, by delivering a true copy of this Writ together with a copy of the initial pleadings, if any, with the date and hour of service endorsed thereon by me.

> CHIP W SIMMONS, SHERIFF ESCAMBIA COUNTY, FLORIDA

Service Fee:

\$40.00

Receipt No:

BILL

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Personal Services:

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COUNTY COM

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

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