



# 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

1225.40

## Part 1: Tax Deed Application Information

Applicant Name Applicant Address	KEYS FUNDING LLC - 5023 PO BOX 71540 PHILADELPHIA, PA 19176-1540	Application date	Apr 21, 2025
Property description	KORTE KRISTI LYNN 816 EBB TIDE DR PENSACOLA, FL 32507 816 EBB TIDE DR 10-2038-790 LOT 90 BLK J THE ESTATES AT EMERALD SHORES PB 15 P 92 OR 7420 P 993	Certificate #	2023 / 5051
		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)
# 2023/5051	06/01/2023	3,344.77	167.24	3,512.01
→Part 2: Total*				3,512.01

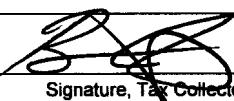
## Part 3: Other Certificates Redeemed by Applicant (Other than County)

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2024/5148	06/01/2024	3,419.21	6.25	235.07	3,660.53
Part 3: Total*					3,660.53

## 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)	7,172.54
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	3,203.77
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	10,751.31

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

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

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

<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.	130,992.50
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>12/03/2025</u> Signature, Clerk of Court or Designee	

### INSTRUCTIONS

#### Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

#### Clerk of Court (complete Part 5)

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

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

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2500158

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

KEYS FUNDING LLC - 5023

PO BOX 71540

PHILADELPHIA, PA 19176-1540,

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

Account Number	Certificate No.	Date	Legal Description
10-2038-790	2023/5051	06-01-2023	LOT 90 BLK J THE ESTATES AT EMERALD SHORES PB 15 P 92 OR 7420 P 993

I agree to:

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

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

Electronic signature on file

KEYS FUNDING LLC - 5023

PO BOX 71540

PHILADELPHIA, PA 19176-1540

04-21-2025

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				
<b>Parcel ID:</b>	193S313200090010	<b>Year</b>	<b>Land</b>	<b>Imprv</b>	<b>Total</b>	<b>Cap Val</b>
<b>Account:</b>	102038790	2024	\$45,000	\$390,544	\$435,544	\$261,985
<b>Owners:</b>	KORTE KRISTI LYNN	2023	\$45,000	\$370,918	\$415,918	\$254,355
<b>Mail:</b>	816 EBB TIDE DR PENSACOLA, FL 32507	2022	\$28,000	\$337,021	\$365,021	\$246,947
<b>Situs:</b>	816 EBB TIDE DR 32507	<b>Disclaimer</b>				
<b>Use Code:</b>	SINGLE FAMILY RESID	<b>Tax Estimator</b>				
<b>Taxing Authority:</b>	COUNTY MSTU	<b>Change of Address</b>				
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>	<b>File for Exemption(s) Online</b>				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector		<b>Report Storm Damage</b>				

Sales Data Type List:							2024 Certified Roll Exemptions
<b>Sale Date</b>	<b>Book</b>	<b>Page</b>	<b>Value</b>	<b>Type</b>	<b>Multi Parcel</b>	<b>Records</b>	HOMESTEAD EXEMPTION
09/29/2015	7420	993	\$235,000	WD	N		<b>Legal Description</b> LOT 90 BLK J THE ESTATES AT EMERALD SHORES PB 15 P 92 OR 7420 P 993
07/2005	5692	1910	\$269,900	WD	N		
02/2004	5498	1294	\$170,000	WD	N		
06/1998	4277	1701	\$126,800	WD	N		
08/1997	4180	362	\$799,800	WD	Y		
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller							<b>Extra Features</b> POOL POOL SCREEN

**Section**

**Map Id:**  
19-3S-31-2

**Approx. Acreage:**  
0.2386

**Zoned:**   
LDR

**Evacuation & Flood Information**  
[Open Report](#)

**Parcel Information**

[Launch Interactive Map](#)


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

## Buildings

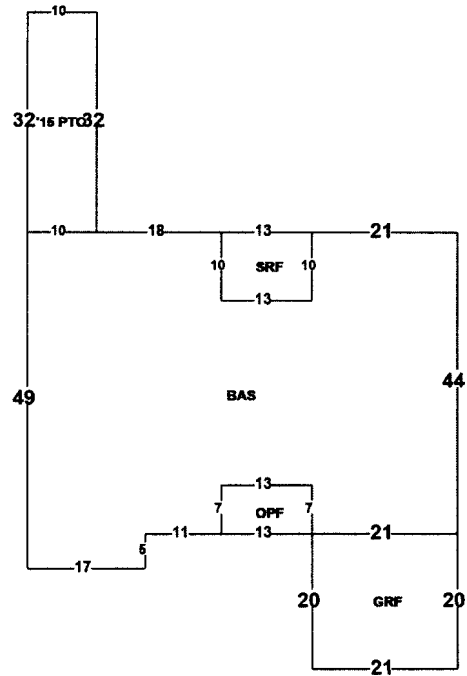
Address: 816 EBB TIDE DR, Improvement Type: SINGLE FAMILY, Year Built: 1998, Effective Year: 2003, PA Building ID#: 114635

### Structural Elements

DECOR/MILLWORK-ABOVE AVERAGE  
DWELLING UNITS-1  
EXTERIOR WALL-BRICK-FACE/VENEER  
FLOOR COVER-CARPET  
FOUNDATION-SLAB ON GRADE  
HEAT/AIR-CENTRAL H/AC  
INTERIOR WALL-DRYWALL-DECORATIVE  
NO. PLUMBING FIXTURES-11  
NO. STORIES-1  
ROOF COVER-DIMEN/ARCH SHNG  
ROOF FRAMING-GABL/HIP HI PITCH  
STORY HEIGHT-9  
STRUCTURAL FRAME-WOOD FRAME

 Areas - 3553 Total SF

BASE AREA - 2592  
GARAGE FIN - 420  
OPEN PORCH FIN - 91  
PATIO - 320  
SUN ROOM FIN - 130



## Images



7/13/2022 12:00:00 AM

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

Last Updated: 05/21/2025 (tc.4026)

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **KEYS FUNDING LLC** holder of **Tax Certificate No. 05051**, 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 90 BLK J THE ESTATES AT EMERALD SHORES PB 15 P 92 OR 7420 P 993**

**SECTION 19, TOWNSHIP 3 S, RANGE 31 W**

**TAX ACCOUNT NUMBER 102038790 (1225-40)**

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

**KRISTI LYNN KORTE**

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Wednesday in the month of December, which is the **3rd day of December 2025**.

Dated this 22nd day of May 2025.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

# 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 #: 10-2038-790 CERTIFICATE #: 2023-5051

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

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

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

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

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

Period Searched: September 11, 2005 to and including September 11, 2025 Abstractor: Andrew Hunt

BY



Michael A. Campbell,

As President

Dated: September 12, 2025

**PROPERTY INFORMATION REPORT**  
**CONTINUATION PAGE**

September 12, 2025

Tax Account #: **10-2038-790**

1. The Grantee(s) of the last deed(s) of record is/are: **KRISTI LYNN KORTE**

**By Virtue of Warranty Deed recorded 10/13/2015 in OR 7420/993**

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 Alive Credit Union recorded 11/3/2020 – OR 8396/1306**

4. Taxes:

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

**Tax Account #: 10-2038-790**

**Assessed Value: \$269,582.00**

**Exemptions: HOMESTEAD EXEMPTION**

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

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

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



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

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

**CERTIFICATION: PROPERTY INFORMATION REPORT FOR TDA**

**TAX DEED SALE DATE:** DEC 3, 2025

**TAX ACCOUNT #:** 10-2038-790

**CERTIFICATE #:** 2023-5051

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

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

**KRISTI LYNN KORTE**  
**816 EBB TIDE DR**  
**PENSACOLA, FL 32507**

**ALIVE CREDIT UNION**  
**9790 TOUCHTON RD**  
**JACKSONVILLE, FL 32246**

Certified and delivered to Escambia County Tax Collector, this 12<sup>th</sup> 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 12, 2025**

**Tax Account #:10-2038-790**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**LOT 90 BLK J THE ESTATES AT EMERALD SHORES PB 15 P 92 OR 7420 P 993**

**SECTION 19, TOWNSHIP 3 S, RANGE 31 W**

**TAX ACCOUNT NUMBER 10-2038-790(1225-40)**

Recorded in Public Records 10/13/2015 at 03:02 PM OR Book 7420 Page 993,  
Instrument #2015078295, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$10.00 Deed Stamps \$1645.00

This instrument prepared by:

Name: **Ann Parsons an employee of  
Reliable Land Title Corporation  
15 West La Rua Street  
Pensacola, Florida 32501**

Return to: **Reliable Land Title Corporation  
FILE NO. 15-09-034PA  
15 West La Rua Street  
Pensacola, Florida 32501**

Property Appraisers Parcel Identification Number(s): 19-3S-31-  
3200-090-010

**THIS WARRANTY DEED** Made the 30th day of September, 2015 by Justin S. Hsu and Heather M. Gaffney-Hsu, husband and wife whose post office address is 24 Gravely Drive, Middletown, RI 02842, hereinafter called the grantor, to Kristi Lynn Korte whose post office address is 816 Ebb Tide Drive, Pensacola, FL 32507 hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

**WITNESSETH**, that the grantor, for and in consideration of the sum \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee all that certain land situate in **ESCAMBLA** County, State of Florida, viz:

**Lot 90, Block J, THE ESTATES AT EMERALD SHORES**, a subdivision of a portion of Sections 19, and 24, Township 3 South, Range 31 West, Escambia County, Florida, as recorded in Plat Book 15, Page 92, of the Public Records of said County

**Together**, with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with the grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31<sup>ST</sup>, 2014. **FURTHER SUBJECT TO** restrictions, reservations, covenants and easements of record, if any, however this reference shall not operate to reimpose same.

**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

MARY ROSE DUTCHER  
Signature  
Printed Signature

Amanda Tetlow  
Signature  
Printed Signature

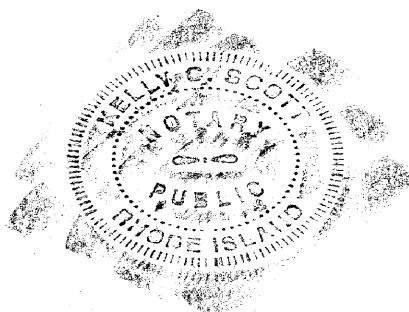
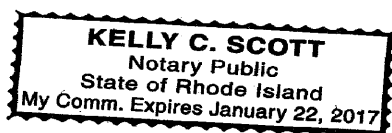
Justin S. Hsu by Heather Marie Gaffney-Hsu  
Justin S. Hsu his attorney in fact  
by Heather Marie Gaffney-Hsu, his attorney in fact  
Heather M. Gaffney-Hsu  
Heather M. Gaffney-Hsu

STATE OF Rhode Island  
COUNTY OF Providence

The foregoing instrument was acknowledged before me this 30th day of September, 2015 by Heather M. Gaffney-Hsu, individually and as attorney in fact for Justin S. Hsu, who is personally known to me or who produced US Government as identification and who did/did not take an oath.

Kelly C. Scott  
Notary Public  
My Commission Expires:

[seal]



Recorded in Public Records 11/3/2020 8:44 AM OR Book 8396 Page 1306,  
Instrument #2020092816, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$78.00 MTG Stamps \$192.50

## PREPARED BY:

Alive Credit Union  
9790 Touchton Road  
Jacksonville, Florida 32246

Reference #:

SPACE ABOVE THIS LINE FOR RECORDER'S USE



## Home Equity Line of Credit Mortgage

THIS MORTGAGE is made on October 15th, 2020 by the Mortgagor,  
Kristi Lynn Korte

(hereinafter referred to individually or collectively, as the context may require, as "Borrower") to ALIVE CREDIT UNION, a corporation organized and existing under the laws of the State of Florida, its successors and assigns, whose address is 9790 Touchton Road, Jacksonville, FL 32246 ("Lender").

Borrower does hereby mortgage, grant, and convey to Lender with the power of sale the following described property (or the leasehold estate if this Mortgage is on a leasehold) located in the County of Escambia State of Florida:

Lot 90, Block J, THE ESTATES AT EMERALD SHORES, a subdivision of a portion of Sections 19, and 24, Township 3 South, Range 31 West, Escambia County, Florida, as recorded in Plat Book 15, Page 92, of the Public Records of said County

which has the street address of 816 EBB Tide Dr Pensacola, FL 32507

together with (i) all improvements, buildings or structures of any nature whatsoever, now or hereafter erected on the property, (ii) all fixtures, including all plumbing, heating, air conditioning and ventilating equipment, now or hereafter located under, on or above the property, (iii) all rights, privileges, rents, royalties, mineral, oil and gas rights and profits, tenements, hereditaments, rights-of-way, easements, appendages, appurtenances, or riparian rights now or hereafter belonging or in any way appertaining to the property, and (iv) all of Mortgagor's right, title and interest in and to any streets, rights-of-way, alleys or strips of land now or hereafter adjoining thereto, including any replacements and additions to any of the foregoing. All of the foregoing is collectively referred to in this Mortgage as the "Property."

*Complete if Applicable:*

The Property is part of a condominium project known as \_\_\_\_\_.

The Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.

The Property is in a Planned Unit Development known as \_\_\_\_\_.

**MORTGAGE (continued)**

This Mortgage is given to secure to Lender the following:

1. The repayment of all indebtedness, including principal, finance charges at a rate which may vary from time to time, taxes, special assessments, insurance, late fees, and any other charges and collection costs due and to become due ("Debt") under the terms and conditions of the HomeEquity Open-end Credit Plan, Truth in Lending Disclosure Statement and Credit Agreement made by Borrower and dated the same day as this Mortgage, including any and all modifications, amendments, extensions and renewals thereof ("Agreement").
2. The payment of all other sums advanced in accordance therewith to protect the Property, with finance charges thereon at a rate which may vary as described in the Agreement;
3. The performance of Borrower's covenants and agreements under this Mortgage and under the Agreement. Lender has agreed to make advances to Borrower under the terms of the Agreement, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Mortgage. The total outstanding principal balance (excluding finance charges, fees, taxes, and other additional amounts) owing at any one time under the Agreement shall not exceed Fifty Five Thousand Dollars

(\$55,000.00) ("Maximum Principal Balance" or "Credit Limit"). This mortgage is intended to and shall be valid and have priority over all subsequent liens and encumbrances, including statutory liens, excepting taxes and assessments levied on the Property not yet due and payable, to the extent of the maximum amount secured hereby. The unpaid balance of the revolving credit loan may at certain times be zero. A zero balance does not terminate the revolving credit loan or Lender's obligation to advance funds to Borrower. Therefore, the lien of this Mortgage will remain in full force and effect notwithstanding a zero balance. On the Maturity Date, or Final Payment Date, 10/28/3035 years from the date of this Mortgage, the entire Debt under the Agreement, if not paid earlier, is due and payable.

**A. REPRESENTATIONS**

Borrower hereby represents to Lender as follows:

1. **Validity of Security Documents.** (a) The execution, delivery and performance by Borrower of the Agreement, this Mortgage and all other documents and instruments now or hereafter, furnished to Borrower to evidence or secure payment of the Debt (the "Security Documents"), and the borrowing evidenced by the Agreement, will not violate any provision of law, any order of any court or other agency of government, or any mortgage, indenture, trust agreement or other instrument to which Borrower is a party or by which Borrower or any of Borrower's property is bound, or be in conflict with, or will result in a material breach of or constitute (with due notice and/or lapse of time) a default under any such mortgage, indenture, trust agreement or other instrument, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of Borrower's property or assets, except as contemplated by the provisions of the Security Documents; and  
(b) The Security Documents, as and when executed and delivered by Borrower, constitute the legal, valid and binding obligations of Borrower in accordance with their respective terms subject to applicable bankruptcy and insolvency laws.
2. **Other Information.** All other information, reports, papers and data given to Lender, or to Lender's legal counsel, with respect to Borrower, the Property, or the loan evidenced by the Security Documents are accurate and correct in all material respects and complete insofar as completeness may be necessary to give Lender a true and accurate knowledge of the subject matter.
3. **Title.** Borrower has good and marketable title in fee simple to the Property free and clear of all encumbrances except for encumbrances of record as of the date of this Mortgage. Borrower will preserve its title to the Property and will forever covenant and defend the same to Lender and will forever covenant and defend the validity and priority of the lien of this Mortgage.
4. **Litigation.** There is not now pending or threatened against or affecting the Property, nor, to the knowledge of Borrower, is there contemplated, any action, suit or proceeding at law or in equity or by or before any administrative agency which, if adversely determined, would impair or adversely affect the value or operation of the Property.
5. **Environmental Indemnity.** Borrower shall indemnify and hold Lender harmless against and from any and all loss, cost, damage, claim or expense (including, without limitation, any and all attorney's fees or expenses of litigation) incurred or suffered by Lender on account of (i) the location on the Property of any chemicals, material, substance, or contaminant (including, without limitation, oil, petroleum products, asbestos, urea, formaldehyde, foam insulation, hazardous waste and/or toxic waste), the presence or storage of which or the exposure to which is

BK: 8396 PG: 1308

**MORTGAGE (continued)**

prohibited, limited, or regulated by any federal, state, county, regional, or local governmental unit, agency or authority, or which presence, storage, or exposure may pose a hazard to health and safety or (ii) the failure by Borrower or any prior owner or occupant of the Property to comply with any applicable federal, state, county, regional or local environmental laws, regulations, and court or administrative orders.

**B. ADDITIONAL COVENANTS**

Until the entire Debt shall have been paid in full, Borrower covenants and agrees as follows:

**6. Payment of Indebtedness.** Borrower shall timely pay and discharge the Debt or any part thereof in accordance with terms and conditions of the Agreement, this Mortgage, and the Security Documents.

**7. Funds for Taxes and Insurance.** Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Agreement, until all sums secured by this Mortgage are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments if any) which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance and flood insurance, if applicable, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender may require a "cushion" to be maintained in the account equal to one-sixth of the estimated total amount of taxes, insurance, premiums and other charges that are to be paid annually, or such other amount as required or allowed by law. Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debts to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to be paid and maintained for said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 23 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

**8. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Agreement and paragraphs 6 and 7 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 7 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Agreement.

**9. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards customarily included within the term "extended coverage," or "multiple peril" including, but not limited to, windstorm, floods, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Mortgage. Borrower

**MORTGAGE (continued)**

may not waive windstorm coverage without the express advanced written consent of Lender. If Borrower has previously waived windstorm coverage under an existing property insurance policy, Borrower must promptly reinstate such windstorm coverage. If Borrower's property is eligible for wind-only coverage from the Florida Citizens Property Insurance Corporation or similar entity, Borrower shall so obtain such coverage. Borrower shall provide Lender proof of windstorm coverage and other required property insurance coverage within 30 days of this Mortgage. If Borrower fails to provide such proof or fails to obtain or maintain such insurance, Lender may purchase such insurance for its own protection and shall add the cost to the Borrower's loan, which amounts shall be secured by this Mortgage. Coverage that Lender obtains is for the benefit of Lender only and may be significantly more expensive than coverage that Borrower might obtain.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Mortgage, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Mortgage. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**10. Repair.** Borrower shall keep the Property in good order and condition and make all necessary or appropriate repairs, replacements and renewals thereof. Borrower agrees not to permit or allow any waste of the Property or make or permit to be made any material alterations or additions to the Property that would have the effect of diminishing the value thereof or that will in any way increase the risk of any fire or hazard arising out of the construction or operation thereof. Borrower agrees not to alter or remove any structure or fixture in the Property without Lender's prior written consent. Borrower shall prevent any act or thing which might adversely effect or impair the value or usefulness of the Property. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration of covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents.

**11. Restoration Following Uninsured Casualty.** In the event of the happening of any casualty, of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, not covered by any Insurance Policy resulting in damage to or destruction of the Property, Borrower shall give notice thereof to Lender and Borrower shall promptly at Borrower's sole cost and expense, commence and diligently continue to restore, repair, replace, rebuild or alter the damaged or destroyed Property as nearly as possible to its value, condition and character immediately prior to such damage or destruction.

**12. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph, with finance charges thereon, at the rate provided in the Agreement, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this Paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Mortgage. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

**13. Leaseholds; Assignment of Rents.** If this Mortgage is on a leasehold, Borrower shall comply with all provisions of any lease. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

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**MORTGAGE (continued)**

Upon acceleration or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. Lender and the receiver shall be liable to account only for those rents actually received.

**14. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

**15. Compliance with Laws.** Borrower shall promptly and faithfully comply with, conform to and obey or contest by appropriate proceedings in good faith all present, and use its best efforts as to future laws, ordinances, rules, regulations and requirements of every duly constituted governmental authority or agency and of every board of fire underwriters having jurisdiction, or similar body exercising functions, which may be applicable to it or to the Property or to the use and manner of use, occupancy, possession, operation, maintenance or reconstruction of the Property, whether or not such law, ordinance, rule, order, regulation or requirement shall necessitate structural changes or improvements or interfere with the use or enjoyment of the Property.

**16. Performance of Other Agreements.** Borrower shall duly and punctually perform all covenants and agreements expressed as binding upon it under any agreement of any nature whatsoever that involves the Property including, without limitation, all rules and regulations of a homeowners or condominium association if the Property is part of a condominium, cooperative, phased development or other homeowners association.

**17. Inspection.** Borrower shall permit Lender, and parties designated by Lender, at all reasonable times, to inspect the Property, provided that Lender shall give Borrower notice prior to such inspection, specifying reasonable cause therefor related to Lender's interest in the Property.

**18. Hold Harmless.** Borrower shall, at Borrower's sole cost and expense, save, indemnify and hold the Lender, its officers, directors, employees and agents, harmless from any injury, claim, demand, suit, judgment, execution, liability, debt, damage or penalty (hereinafter collectively referred to as "Claims") affecting the Property, or the value of any of the Security Documents, arising out of, resulting from, or alleged to arise out of or result from, any action or inaction by Borrower, except as may be the direct result of Lender's negligence. Borrower shall pay all expenses incurred by the Lender in defending itself with regard to any and all Claims. These expenses shall include all out-of-pocket expenses, such as attorneys' and experts' fees, and shall also include the reasonable value of any services rendered by any employee of Lender.

**19. Expenses.** Borrower shall pay or reimburse Lender for all reasonable costs and expenses paid or incurred by Lender in any action, proceeding or dispute of any kind in which Lender is made a party or appears as party plaintiff or defendant, involving any of the Security Documents, Borrower, or the Property, including, without limitation, to the foreclosure or other enforcement of this Mortgage, any condemnation involving the Property, any action to protect the security hereof, or any proceeding in probate or bankruptcy, and any such amounts paid or incurred by Borrower shall be treated as Advances in accordance with Paragraph 20 thereof.

**20. Advances.** In the event Borrower fails to perform any act required of Borrower by any of the Security Documents or to pay when due any amount required to be paid by any of the Security Documents, Lender may, but shall not be obligated to, make such payment or perform such act. Such payment or performance by Lender shall not have the effect of curing any Event of Default or of extending the time for making any payment due hereunder or under the Agreement. All amounts so paid by Lender, together with all expenses incurred in connection therewith, shall be deemed advances ("Advances") under this Mortgage and the Agreement, shall be immediately due and payable and shall be added to the Debt. Advances shall bear interest from the date expended at the rate specified in the Agreement and shall be secured by this Mortgage as though originally a part of the principal amount of the Debt.

**21. Use Violations.** Borrower shall not use the Property or allow the same to be used or occupied for any unlawful purpose or in violation of any permit or certificate, or any law, ordinance, regulation or restrictive covenant, covering or affecting the use or occupancy thereof, or suffer any act to be done or any condition to exist on the Property or any article to be brought thereon, that may be dangerous, unless safeguarded as required by law, or that may, in law, constitute a nuisance, public or private.



**MORTGAGE (continued)**

**22. Taxes; Liens.** Borrower shall pay all taxes, assessments, charges, fines, leasehold payments or ground rents, and impositions attributable to the Property. To the extent these are escrow items, they shall be paid in accordance with the "Funds for Taxes and Insurance" paragraph. Borrower shall not, without the prior written consent of Lender, create or permit to be created or to remain, any mortgage, pledge, lien, encumbrance or charge on, security interest in, or conditional sale of or other title retention agreement on (whether prior or subordinate to the liens of the Security Documents) the Property or income therefrom other than the Security Documents ("Liens"). In the event Borrower fails to promptly discharge any such Liens, Lender may, but shall not be obligated to, do so and any amounts paid or incurred by Lender (including reasonable attorney's fees in connection therewith), shall be treated as Advances in accordance with Paragraph 20 hereof.

**23. Transfer of the Property.** Borrower shall not sell, convey, transfer or assign the Property or any beneficial interest therein or any part thereof, whether by operation of law or otherwise, without the prior notice and the prior written consent of Lender. In the event of such a sale, conveyance, transfer or assignment, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by applicable law as of the date of this Mortgage.

If Lender exercises Lender's option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Agreement and this Mortgage unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Agreement.

**24. Default; Termination and Acceleration; Remedies.** If Borrower breaches any covenant or agreement in this Mortgage, Lender shall give notice to Borrower prior to acceleration. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**25. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Mortgage discontinued at any time prior to the earlier of (i) sale of the Property pursuant to any power of sale contained in this Mortgage or (ii) entry of a judgment enforcing this Mortgage. Those conditions are that Borrower: (a) pays Lender all sums which would then be due under this Mortgage and the Agreement had no acceleration occurred; (b) cures all other events of this Mortgage and the Agreement; (c) pays all reasonable expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unchanged. This right to reinstate shall extend to one hour prior to the commencement of bidding at a sheriff's sale or other sale pursuant to this Mortgage. Upon reinstatement by Borrower, this Mortgage and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under the Default paragraph.

**26. Condemnation.** In the event of any condemnation or other taking of any part or all of the Property, or for conveyance in lieu of condemnation, all awards or other compensation for such taking shall be paid to Lender for application on the Debt, provided that no such application shall result in additional interest or have the effect of curing any event of default or extending the time for making any payment due hereunder or under the Agreement.

**27. Prior Liens and Obligations.** If this Mortgage is subject to a prior mortgage, deed of trust or other security interest, the lien of which is superior to the lien of this Mortgage, Borrower agrees to pay each installment of the debt secured by the prior mortgage when it is due, whether by acceleration or otherwise. Borrower also agrees to

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**MORTGAGE (continued)**

pay and perform all other obligations of the Lender under the prior mortgage. Borrower agrees to provide Lender with proof of payment or performance under the prior mortgage whenever Lender requests it. If Borrower fails to pay any installment of principal or interest when it is due or if Borrower fails to pay or perform any other obligation under the prior mortgage; Lender has the right, but not the obligation, to pay the installment or to pay or perform such other obligation on Borrower's behalf. Any amounts Lender spends in performing Borrower's obligations will become part of the Debt, payable by Borrower on Lender's demand, and will bear interest at the same rate as the Debt bears from time to time. Lender may rely upon any written notice of default under the prior mortgage that Lender receives from the holder of the prior mortgage even though Borrower questions or denies the existence, extent, or nature of the default. Borrower shall not renew, extend or modify the prior mortgage, and shall not increase the debt secured by the prior mortgage, without Lender's prior written consent.

**28. Survival of Warranties and Covenants.** The warranties, representations, covenants and agreements set forth in the Security Documents shall survive the making of the loan and the execution and delivery of the Agreement, and shall continue in full force and effect until the Debt shall have been paid in full.

**29. Further Assurances.** Borrower shall, upon the reasonable request of Lender, execute, acknowledge and deliver such further instruments (including, without limitation, a declaration of no set-off) and do such further acts as may be necessary, desirable or proper to carry out more effectively the purpose of the Security Documents and to subject to the liens thereof any property intended by the terms thereof, to be covered thereby and any renewals, additions, substitutions, replacements or betterments thereto.

**30. Recording and Filing.** Borrower shall cooperate with Lender to cause those Security Documents for which constructive notice must be given to protect Lender (and all supplements thereto) to be at all times recorded and filed, and re-recorded and re-filed, in such manner and in such places as Lender shall reasonably request, and Borrower shall pay all such recording, filing, re-recording, re-filing taxes, fees and other charges to the maximum extent permitted by the laws of the State in which the recording or filing takes place.

**31. Loan Expenses.** Borrower shall pay all applicable costs, expenses and fees set forth in the Agreement.

**32. No Representation by Lender.** By accepting or approving anything required to be observed, performed or fulfilled, or to be given to Lender, pursuant to this Mortgage, including (but not limited to any officer's certificate, balance sheet, statement of profit and loss or other financial statement, survey or appraisal), Lender shall not be deemed to have arranged or represented the sufficiency, legality, effectiveness or legal effect of the same, or of any term, provision or condition thereof, and such acceptance or approval thereof shall not be or constitute any warranty or representation with respect thereto by Lender.

**33. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**34. Incorporation of Agreement.** Each and every term, covenant and provision contained in the Agreement is, by this reference, incorporated into this Mortgage as if fully set forth herein.

**35. Waiver of Homestead; Dower; Curtesy.** To the extent permitted by law, Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Mortgage, and hereby waives all rights to dower or curtesy.

**36. Notice.** Except for any notice required under applicable law to be given in another manner, any notice provided for in this Mortgage shall be in writing and shall be deemed properly delivered three days after deposit thereof in any main or branch United States Post Office, certified or first class United States Mail, postage prepaid, addressed to each party's address as listed on page 1, or at such other address as may be designated by notice as provided herein.

**37. Covenants Running With the Land.** All covenants contained in this Mortgage shall run with the Land.

**38. Successors and Assigns.** All of the terms of this Mortgage shall apply to and be binding upon, and inure to the benefit of, the successors and assigns of Mortgagor and Mortgagee, respectively, and all persons claiming under or through them provided that nothing in this Paragraph shall be construed to permit a transfer, conveyance or assignment other than as expressly permitted by this Mortgage.

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**MORTGAGE (continued)**

**39. Multiple Borrower.** Borrower's covenants and agreements hereunder shall be joint, several and primary. Any Mortgagor who co-signs this Mortgage but does not execute the Agreement: (a) is co-signing this Mortgage only to mortgage, grant and convey the Property; (b) is not personally obligated to pay the Debt; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Mortgage or the Agreement without that Borrower's consent.

**40. Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**41. Modification.** This Mortgage may not be changed, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the party against which enforcement of the change, waiver, discharge or termination is asserted.

**42. Release.** This Mortgage secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Agreement. When according to the terms of the Agreement, no more advances will be made, and Borrower has paid all sums secured by this Mortgage (or earlier if required by applicable law), Lender shall request Trustee to release this Mortgage, and shall surrender the Agreement to Trustee, and Trustee shall release this Mortgage. To the extent permitted by law, Lender may charge Borrower a fee for such discharge and require Borrower to pay costs of recordation, if any.

**43. Strict Performance.** Any failure by Lender to insist upon strict performance by Borrower of any of the terms and provisions of this Mortgage or any of the Security Documents shall not be deemed to be a waiver of any of the terms or provisions of this Mortgage or any of the Security Documents, and Lender shall have the right thereafter to insist upon strict performance by Borrower of any and all of them.

**44. Borrower's Copy.** Borrower shall be furnished a copy of the Agreement and of this Mortgage at the time of execution or after recordation hereof.

**45. Headings.** The headings and the section and paragraph entitlements hereof are inserted for convenience of reference only, and shall in no way alter or modify the text of such paragraphs, sections and subsections.

**46. Riders.** If one or more riders are attached to and made a part of this Mortgage, the covenants and agreements for each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage.

**47. Waiver of Statutes of Limitation.** To the extent permitted by law, Borrower hereby waives statutes of limitation as a defense to any demand or obligation secured by this Mortgage.

**48. 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.

**49. Waivers.** Borrower, to the extent permitted by applicable law, waives and releases any error or defects in proceedings to enforce this Mortgage, and hereby waives the benefit of any present or future laws providing for stay of execution, extension of time, exemption from attachment, levy and sale, and homestead exemption.


**50. Purchase Money Mortgage.** If any of the debt secured by this Mortgage is lent to Borrower to acquire title to the Property, this Mortgage shall be a purchase money mortgage.

**51. Attorneys' Fees.** As used in this Mortgage and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

**52. Jury Trial Waiver.** The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Mortgage or the Note.

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<b>MORTGAGE (continued)</b>	
<b>REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST</b>	
Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.	
<b>SIGNATURES AND ACKNOWLEDGEMENT</b>	
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Borrower and recorded with it.	
X <u><i>Kristi Lynn Korte</i></u> Borrower <u>Kristi Lynn Korte</u>	X _____ Borrower
X <u><i>Edward L. Hensel III</i></u> Witness <u>Edward L. Hensel III</u>	X _____ Witness
X _____ Borrower	X _____ Borrower
X _____ Witness	X _____ Witness
<b>Non-Borrower Owner(s)/Spouse:</b> BY SIGNING BELOW, Non-Borrower accepts and agrees to the terms and covenants contained in this Mortgage and in any rider(s) executed by Non-Borrower and recorded with it, which means you can lose your home if Borrower defaults. However, by signing, Non-Borrower is not personally obligated to repay the Debt contemplated in this Mortgage.	
X _____	X _____

<b>STATE OF FLORIDA</b> <b>COUNTY OF</b> <u>Escambia</u>	<b>SS:</b>
The foregoing instrument was acknowledged before me by means of <input checked="" type="checkbox"/> physical presence or <input type="checkbox"/> online notarization, this <u>Oct 15, 2020</u> by <u>Kristi Lynn Korte</u> , who is <input type="checkbox"/> personally known to me or <input checked="" type="checkbox"/> who has produced <u>FL DL</u> as identification.	
	<u><i>Edward L. Hensel III</i></u> Notary Public My Commission Expires: <u>12-18-24</u>

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING  
NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 05051 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:

KRISTI LYNN KORTE 816 EBB TIDE DR PENSACOLA, FL 32507	ALIVE CREDIT UNION 9790 TOUCHTON RD JACKSONVILLE, FL 32246
---	--

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



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

## WARNING

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. 05051**, 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 90 BLK J THE ESTATES AT EMERALD SHORES PB 15 P 92 OR 7420 P 993**

**SECTION 19, TOWNSHIP 3 S, RANGE 31 W**

**TAX ACCOUNT NUMBER 102038790 (1225-40)**

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

**KRISTI LYNN KORTE**

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](mailto:TAXDEEDS@ESCAMBIACLERK.COM)



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.

## WARNING

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. **05051**, 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 90 BLK J THE ESTATES AT EMERALD SHORES PB 15 P 92 OR 7420 P 993**

**SECTION 19, TOWNSHIP 3 S, RANGE 31 W**

**TAX ACCOUNT NUMBER 102038790 (1225-40)**

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

**KRISTI LYNN KORTE**

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.

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**Post Property:**

**816 EBB TIDE DR 32507**



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CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA**

By:  
Emily Hogg  
Deputy Clerk

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### Personal Services:

**KRISTI LYNN KORTE**  
816 EBB TIDE DR  
PENSACOLA, FL 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**

1225.40

**Document Number:** ECSO25CIV046748NON

**Agency Number:** 26-000718

**Court:** TAX DEED

**County:** ESCAMBIA

**Case Number:** CERT NO 05051 2023

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

**Plaintiff:** RE: KRISTI LYNN KORTE

**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 KRISTI LYNN KORTE , at 8:17 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

By: \_\_\_\_\_

*D Nelson 1923*

D. NELSON, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: LCMITCHE

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### Personal Services:

**KRISTI LYNN KORTE**  
816 EBB TIDE DR  
PENSACOLA, FL 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**

1225.40

**Document Number:** ECSO25CIV046747NON

**Agency Number:** 26-000683

**Court:** TAX DEED

**County:** ESCAMBIA

**Case Number:** CERT NO 05051 2023

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

**Plaintiff:** RE KRISTI LYNN KORTE

**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 8:17 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:

 923

D. NELSON, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: LCMITCHE

## WARNING

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Dated this 17th day of October 2025.

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

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Emily Hogg  
Deputy Clerk

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KRISTI LYNN KORTE [1225-40]  
816 EBB TIDE DR  
PENSACOLA, FL 32507

9171 9690 0935 0127 2043 02

ALIVE CREDIT UNION [1225-40]  
9790 TOUCHTON RD  
JACKSONVILLE, FL 32246

9171 9690 0935 0127 2042 96

*Contact*

# THE SUMMATION WEEKLY

A Weekly Publication of the Escambia-Santa Rosa Bar Association Since 2014

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN. That KEYS FUNDING LLC holder of Tax Certificate No. 05051, 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:

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(1225-40)

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KRISTI LYNN KORTE

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Dated this 23rd day of October 2025.

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

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg  
Deputy Clerk

4WR10/29-11/19TD

Name: Emily Hogg, Deputy Clerk  
Order Number: 8334  
Order Date: 10/23/2025  
Number Issues: 4  
Pub Count: 1  
First Issue: 10/29/2025  
Last Issue: 11/19/2025  
Order Price: \$200.00  
Publications: The Summation Weekly  
Pub Dates: The Summation Weekly 10/29/2025, 11/5/2025, 11/12/2025, 11/19/2025

**Emily Hogg, Deputy Clerk**  
**First Judicial Circuit, Escambia County**  
**190 W. Government St.**  
**Pensacola FL 32502**  
**USA**

Before the undersigned authority personally appeared Malcolm Ballinger who under oath says that he is the Legal Administrator and Publisher of The Summation Weekly Newspaper published at Pensacola in Escambia & Santa Rosa County, Florida; that the attached copy of the advertisement, being a notice in the matter of

### 2023 TD 05051 KEYS FUNDING LLC Korte

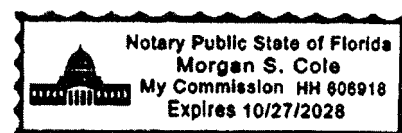
was published in said newspaper in and was printed and released from 10/29/2025 until 11/19/2025 for a consecutive 4 weeks.

Affiant further says that the said Summation Weekly is a newspaper published at Pensacola, in said Escambia & Santa Rosa Counties, Florida, and that the said newspaper has heretofore been continuously published in said Escambia & Santa Rosa Counties, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication of the said newspaper.

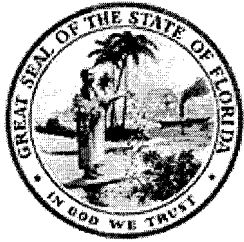
X   
MALCOLM BALLINGER,  
PUBLISHER FOR THE SUMMATION WEEKLY  
STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, on 11/19/2025, by MALCOLM BALLINGER, who is personally known to me.

X   
NOTARY PUBLIC



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



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

**Tax Deed Sales - Redeemed From Sale**  
Account: 102038790 Certificate Number: 005051 of 2023

Date Of Redemption

Clerk's Check  Clerk's Total \$806.40

Postage  Tax Deed Court Registry \$772.40

Payor Name

Notes