

# 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

122554

			5 TV 58 W 25 TV 15 TV 12 TV 15 TV			* <i>U</i>	
Part 1: Tax Deed	Application Inform	nation	A. b. B.		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		
Applicant Name Applicant Address	KEYS FUNDING LLC - 6023			Application	on date	Apr 21, 2025	
Property description	roperty HALE TIMOTHY C & ROXANE P			Certificate	e#	2023 / 5580	
					ificate issued	06/01/2023	
Part 2: Certificat	es Owned by App	licant an	d Filed wi	th Tax Deed	Applicati	on	
Column 1	Colum	n 2	i Co	olumn 3 unt of Certificate	) C	olumn 4 Interest	Column 5: Total (Column 3 + Column 4)
Certificate Number # 2023/5580	06/01/2		1 ace Amor	577.27		28.86	606.13
			1			Part 2: Total*	606.13
	rtificates Redeem	sa ky An	nlicant /O	ther than Co	untv)		
Column 1 Certificate Number	Column 2 Date of Other	Col Face A	umn 3 Amount of Certificate	Column 4 Tax Collector's		Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2024/5687	Certificate Sale 06/01/2024	Other	582.27		6.25	42.70	631.22
# 202-7,0001						Part 3: Total*	631.22
			inas 1.71				
	lector Certified Antificates in applicant's			r certificates re	deemed by	y applicant arts 2 + 3 above	1,237.35
O Delinevent to	xes paid by the applic	ant					0.00
<u>-</u>							511.44
	paid by the applicant						200.00
Property information report fee					175.00		
5. Tax deed app			540 F C /	and Toy Colloct	tor Instruct	ions nage 2)	0.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)  Total Paid (Lines 1-6)				2,123.79			
7.	information in true an	d the tay o	ertificates	interest proper			and tax collector's fees
have been paid, a	nd that the property ir	of the tax of	statement i	s attached.	•	•	
	<b>\</b>					Escambia, Flor	ida
Sign here:	nature Tax Conector or De	•		-	Date	e April 24th	2025
· / ^ .	nature Tax Coffector or De	SIGNEE					

Parl	5: Clerk of Court Certified Amounts (Lines 8-14)	
8.	Processing tax deed fee	
9.	Certified or registered mail charge	
10.	Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11.	Recording fee for certificate of notice	
12.		
13.	Interest (see Clerk of Court Instructions, page 2)	
14.	Total Paid (Lines 8-13)	
15.	Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	29,936.50
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
	Date of sale 12/03/2	2025
Sign	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

Application Number: 2500206

To: Tax Collector of	ESCAMBIA COUNTY,	Florida	
			•
1			
KEYS FUNDING LLC - ( PO BOX 71540	6023		
PHILADELPHIA, PA 1	9176-1540,		
nold the listed tax certi	ficate and hereby surrender the s	same to the Tax	Collector and make tax deed application thereon
Account Number	Certificate No.	Date	Legal Description
11-0976-000	2023/5580	06-01-2023	LT 23 CHEMVIEW HEIGHTS PB 4 P 9 OR 3747 P 106 OR 5736 P 918
l agree to:			
pay any curr	rent taxes, if due and		
<ul> <li>redeem all o</li> </ul>	outstanding tax certificates plus in	terest not in my	possession, and
<ul> <li>pay all delin</li> </ul>	quent and omitted taxes, plus into	erest covering th	e property.
	Collector's fees, property informati ts, if applicable.	on report costs, (	Clerk of the Court costs, charges and fees, and
Attached is the tax sa which are in my poss		tion is based and	d all other certificates of the same legal description
Electronic signature			
KEYS FUNDING LL PO BOX 71540	.C - 6023		
PHILADELPHIA, PA	A 19176-1540		04.24.2025
			<u>04-21-2025</u> Application Date
	Applicant's signature		•



0.1988

Zoned: 🔎 MDR

Evacuation & Flood

Information

<u>Open</u> Report

# Gary "Bubba" Peters

## Escambia County Property Appraiser

**Real Estate Search** 

**Tangible Property Search** 

Sale List

Back

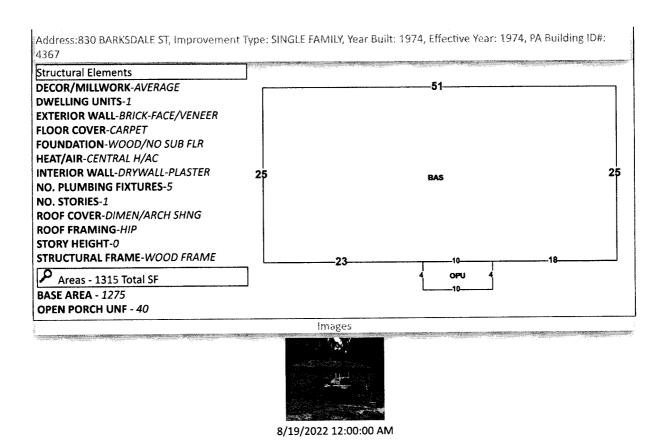
Printer Friendly Version Nav. Mode Account OParcel ID General Information Assessments Total Cap Val Year Land **Imprv** Parcel ID: 231N302301000023 \$59,873 \$134,394 \$30,000 \$104,394 2024 Account: 110976000 \$58,130 2023 \$30,000 \$98,820 \$128,820 HALE TIMOTHY C & ROXANE P Owners: \$103,783 \$56,437 2022 \$16,000 \$87,783 Mail: 830 BARKSDALE ST PENSACOLA, FL 32514 830 BARKSDALE ST 32514 Situs: Disclaimer SINGLE FAMILY RESID A Use Code: **Tax Estimator Taxing COUNTY MSTU Authority: Change of Address Open Tax Inquiry Window** Tax Inquiry: Tax Inquiry link courtesy of Scott Lunsford File for Exemption(s) Online Escambia County Tax Collector **Report Storm Damage** 2024 Certified Roll Exemptions Sales Data Type List: 🔑 HOMESTEAD EXEMPTION Sale Date Book Page Value Type Multi Parcel Records 09/2005 5736 918 \$21,700 QC Legal Description 03/1995 3747 106 \$48,900 WD LT 23 CHEMVIEW HEIGHTS PB 4 P 9 OR 3747 P 106 OR 5736 09/1994 3655 836 \$42,500 WD 01/1987 2346 164 \$42,000 WD Extra Features Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and None Comptroller Launch Interactive Map **Parcel Information** Section 75 Map Id: 23-1N-30-1 75 Approx. Acreage:

75

Buildings

75

View Florida Department of Environmental Protection(DEP) Data



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.6110)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2025038344 5/23/2025 11:56 AM
OFF REC BK: 9322 PG: 831 Doc Type: TDN

### NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That KEYS FUNDING LLC holder of Tax Certificate No. 05580, issued the 1st day of June, A.D., 2023 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

LT 23 CHEMVIEW HEIGHTS PB 4 P 9 OR 3747 P 106 OR 5736 P 918

**SECTION 23, TOWNSHIP 1 N, RANGE 30 W** 

TAX ACCOUNT NUMBER 110976000 (1225-54)

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

### TIMOTHY C HALE and ROXANE P HALE

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.

COUNT TURN

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 #: 11-0976-000 CERTIFICATE #: 2023-5580
	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.
	<b>This Report is subject to:</b> 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.
P	Period Searched: September 11, 2005 to and including September 11, 2025 Abstractor: Vicki Campbell
	BY
	Malalal

Michael A. Campbell, As President

Dated: September 12, 2025

### PROPERTY INFORMATION REPORT

**CONTINUATION PAGE** 

September 12, 2025

Tax Account #: 11-0976-000

1. The Grantee(s) of the last deed(s) of record is/are: ROXANE P. HALE AND TIMOTHY C. HALE

By Virtue of Quit Claim Deed recorded 9/23/2005 in OR 5736/918

- 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 PNC Bank, National Association recorded 3/4/2020 OR 8257/178
  - b. Mortgage in favor of Synovus Bank recorded 10/28/2021 OR 8649/399
  - c. Judgment in favor of Cavalry SPV I, LLC recorded 11/20/2024 OR 9235/1254
  - d. Judgment in favor of Synchrony Bank recorded 02/24/2025 OR 9279/1183
- 4. Taxes:

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

Tax Account #: 11-0976-000 Assessed Value: \$59,873.00

**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.	DDODEDTV	INDODMATI	ION REPORT FO	DTDA
CENTIFICA		FRUITERIT	INCURVIAL	ION REFURIEU	A IIIA

TAX DEED SALE DATE:	DEC 3, 20	025				
TAX ACCOUNT #:	11-0976-0	11-0976-000				
CERTIFICATE #:	2023-558	2023-5580				
those persons, firms, and/or agenc	2, Florida Statutes, the following is a lies having legal interest in or claim ag x sale certificate is being submitted as	ainst the above-described				
	cola, P.O. Box 12910, 32521 unty, 190 Governmental Center, 3250 4_ tax year.	2				
TIMOTHY C HALE AND ROXANE P HALE 830 BARKSDALE ST PENSACOLA, FL 32514	PNC BANK 1101 N MCKENZIE ST FOLEY AL 36535	PNC BANK CONSUMER LOAN SERVICES PO BOX 5570 CLEVELAND, OH 44101				
SYNOVUS BANK 1146 BROADWAY COLUMBUS, GA 31901	CAVALRY SPV I, LLC ASSIGNEE OF CITIBANK I 1 AMERICAN LN STE 220 GREENWICH, CT 06831	NA.				
SVNCHRONV RANK						

SYNCHRONY BANK 170 ELECTION ROAD STE 125 DRAPER, UT 84020

Certified and delivered to Escambia County Tax Collector, this 12th day of September 2025.

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

Malphel

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 #:11-0976-000

# LEGAL DESCRIPTION EXHIBIT "A"

### LT 23 CHEMVIEW HEIGHTS PB 4 P 9 OR 3747 P 106 OR 5736 P 918

**SECTION 23, TOWNSHIP 1 N, RANGE 30 W** 

TAX ACCOUNT NUMBER 11-0976-000(1225-54)

Recorded in Public Records 09/23/2005 at 10:56 AM OR Book 5736 Page 918, Instrument #2005423913, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00 Deed Stamps \$151.90

Return to: Name: Address:

Deborah A. Timbie Esquire Title Resemble CO. B. METURN TO: EBOUIRE TITLE RESEARCH INC. GOVERNMENT STE. A

This Instrument Prepared by:

Deborah A. Timbie Esquire Title Research, Inc.

as a necessary incident to the fulfillment of conditions contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s):

Grantee(s) S.S.#(s): File No:20053778

#### **QUITCLAIM DEED** (INDIVIDUAL)

THIS INDENTURE, Made this 16 day of September, 2005, by and between Roxane Hale, fka Roxane Weaver and Timothy Hale, husband and wife, , of the County of Escambia in the state of Florida hereinafter collectively referred to as "Seller", and

Roxane P. Hale and Timothy C. Hale, husband and wife, 830 Barksdale Street, Pensacola, Fl 32514of the County of Escambia, in the state of Florida hereinafter collectively referred to as "Buyer",

WITNESSETH: That Seller, for and in consideration of the sum of \$10.00 Dollars and other valuable considerations, lawful money of the United States of America, to Seller in hand paid by the Buyer, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed to the Buyer, Buyer's heirs and assigns forever, all the rights, title, interest and claim of the Seller in and to the following described land in Escambia County, Florida, to wit:

Lot 23, Chemview Heights, a subdivision of a portion of Sections 23, T-1-N, R-30-W, Escambia County, Florida, as recorded in Plat Book 4, at Pge 9, of the public records of said county.

To Have and to Hold, the above described premises, with the appurtenances, unto Buyer, Buyer's heirs and assigns

IN WITNESS WHEREOF, Seller has executed this deed under seal on the date aforesaid.

mru (800)432

Signed, Scaled and Delivered in Our Presence

Witness Signature: / Witness Printed Name:

Witness Signature:

Witness Printed Name:

Roxane Hale

Timothy C. Hale

STATE OF FLORIDA **COUNTY OF Escambia** 

The foregoing instrument was acknowledged before me this 16th day of September, 2005, by Roxane Hale and Timothy Hale, husband and wife, . Florida He/she is personally known to me or has produced driver license(s) as identification.

My Commission Expires:

How Printed Name: Notary Public

Serial Number

This document was prepared by (name and address)

Stacy Steving, Officer PNC Bank Consumer Loan Services P O Box 5570 Cleveland, OH 44101

After recording return to: PNC Bank Consumer Loan Services P O Box 5570 Cleveland, OH 44101

### Open-End Mortgage

(With Future Advance Clause)

- Date of this Mortgage: 02/18/2020.
- Name, address and marital status of each Mortgagor:
   ROXANE P HALE, 830 BARKSDALE ST, PENSACOLA, FL 32514, MARRIED.

TIMOTHY C HALE, 830 BARKSDALE ST, PENSACOLA, FL 32514, MARRIED.

- 3. Name and address of Mortgagee: PNC Bank, National Association 1101 N MCKENZIE STREET FOLEY AL 36535
- 4. This cover page is the first page of, and constitutes part of, the Mortgage to which it is attached.

Florida's Documentary Tax in the amount of and Florida's Non-recurring Intangible Tax in the amount of \$ 60.00 are being paid upon recordation of this Mortgage.

**OLNACS # 32491175** 

**PNCBANK** 

Open-End Mortgage (With Future Advance Clause)

THIS MORTGAGE is made on 02/18/2020. The name of each Mortgagor is ROXANE P HALE; TIMOTHY C HALE

mamel

If there is more than one, the word "Mortgagor" refers to each and all of them jointly and separately. The name of the Mortgagee (Lender) is PNC Bank, National Association.

The word "Borrower" means ROXANE P HALE, TIMOTHY C HALE.

If there is more than one, the word "Borrower" refers to each and all of them. Mortgagee has granted to Borrower a home equity line of credit, providing for a Maximum Credit Limit (that is, a maximum principal amount of indebtedness) of **Thirty Thousand Dollars And Zero Cents** 

(U.S. \$30,000.00 ) under the terms of Borrower's written agreement with Mortgagee (referred to herein as the "Agreement"), dated , which Agreement is incorporated herein by reference. The total amount of the indebtedness secured by this Mortgage may decrease and increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the Maximum Credit Limit, plus interest thereon, service charges and fees, and any advances made under the terms of the Agreement to protect Mortgagee's priority and security and to perform any of the promises made by Mortgagor or Borrower to protect Mortgagee's priority and security that the Borrower and Mortgagor have failed to perform including taxes, levies, assessments and insurance on the Property. If the total amount of indebtedness decreases to zero from time to time, this Mortgage will remain in effect until it is released or becomes void. Mortgagee is obligated, under the terms set forth in the Agreement, to make future advances during the Draw Period of the Account.

RLAOHC15A-0416

Mortgagee is not obligated to make advances which would cause the principal balance outstanding to exceed the Maximum Credit Limit, and is not obligated to make advances after the Account is terminated or during any period when further extensions of credit are prohibited or suspended as provided in the Agreement. By the Agreement, Borrower has agreed to repay the advances in monthly installments, with interest. The terms of the Agreement allow for changes in the interest rate and the monthly payment. Borrower may transfer all or a portion of the principal balance to a fixed rate part, to be paid over a term in equal installments. The interest rate on new fixed rate parts will change based on a formula, but the rate on a fixed rate part will not change after it is established. The Agreement provides that all amounts owing under the Agreement will be due on or before 02/22/2060.

This Mortgage secures to Mortgagee: (a) the repayment of the debt evidenced by the Agreement, as amended, supplemented or modified from time to time, with interest and other charges as provided therein; (b) the payment of all other sums, with interest thereon, advanced hereunder for the payment of taxes, assessments, maintenance charges, insurance premiums and costs incurred to protect the security of this Mortgage; (c) the payment of all of Mortgagee's costs of collection, including costs of suit and, if permitted by law, reasonable attorneys' fees and expenses to the maximum extent permitted by law, if suit is filed or other action is taken to collect the sums owing or to protect the security of this Mortgage; (d) payment of any refinancing, substitution, extension, modification, and/or renewal of any of the indebtedness and other amounts mentioned in subparagraphs (a), (b) or (c) of this paragraph; (e) the performance of Mortgagor's and/or Borrower's covenants and agreements under this Mortgage and the Agreement; and (f) the repayment of the debt evidenced by any agreement which was replaced by the Agreement, to the extent that such debt is owed to Mortgagee and has not been paid. For this purpose, in consideration of the aforesaid debt and for the better securing payment of the same, with interest, as aforesaid and costs and counsel fees, Mortgagor does hereby mortgage, grant and convey to Mortgagee, its successors and assigns, the following described property, together with all rents, issues and profits therefrom and all improvements and fixtures now or hereafter erected, and all easements, rights and appurtenances thereon, located and known as:

#### 830 BARKSDALE ST

PENSACOLA

FL

32514

**ESCAMBIA** 

Recording Date

09/23/2005

**Deed Book Number** 

5736

Page Number

918

Tax Parcel Number

23-1N-30-2301-からり- 023

**Uniform Parcel Number** 

CY: PENSACOLA

Lot and Block Number

N/A N/A

The word "Property" herein shall mean all of the foregoing mortgaged property.

To have and to hold the Property unto the Mortgagee, its successors and assigns, forever. Provided, however, that if the Mortgagor and/or Borrower shall pay to Mortgagee the said debt, interest, and all other sums, and perform all covenants and agreements secured hereby, and if Borrower has no further right to obtain advances of credit under the Agreement, then and from thenceforth, as well, this present Mortgage and the estate hereby granted and conveyed by it shall cease, determine and become void and of no effect, notwithstanding anything to the contrary in this Mortgage.

**Warranty of Title.** Mortgagor warrants and represents to Mortgagee that: (a) Mortgagor is the sole owner of the Property, and has the right to mortgage and convey the Property; (b) the Property is unencumbered except for encumbrances now recorded and taxes and assessments payable hereafter; and (c) Mortgagor will defend the title to the Property against all claims and demands except encumbrances now recorded and taxes and assessments payable hereafter.

**Payments.** Any Mortgagor who is also a Borrower agrees and promises that all payments due on the Agreement will be paid when due and as agreed.

**Default.** Mortgagor will be in default under this Mortgage upon a default under the terms of the Agreement.

Mortgagee's Remedies. In some instances, federal and state law will require Mortgagee to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Mortgagee may accelerate the maturity of the debt secured by this Mortgage and foreclose this Mortgage in a manner provided by law if Mortgagor is in default.

At the option of the Mortgagor, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice required by law, upon the occurrence of a default or any time thereafter. In addition, Mortgagor shall be entitled to all the remedies provided by law, the terms of this Mortgage, the terms of the Agreement and any related documents.

All remedies are distinct, cumulative and not exclusive, and the Mortgagee is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Mortgagee of any sum in payment or partial payment on the debt secured by this Mortgage after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Mortgagee's right to require complete cure of any existing default. By not exercising any remedy on default, Mortgagee does not waive Mortgagee's right to later consider the event a default if it continues or happens again.

Benefit and Burden. The promises, agreements and rights in this Mortgage shall be binding upon and benefit anyone to whom the Property or this Mortgage is transferred. If more than one Mortgagor signs this Mortgage, each and all of them are bound individually and together.

**Delay in Enforcement.** Mortgagee can delay in enforcing any of its rights under this Mortgage or the Agreement without losing that right. Any waiver by Mortgagee of any provision of this Mortgage or the Agreement will not be a waiver of the same or any other provision on any other occasion.

**Assignment.** Mortgagee may sell, transfer or assign this Mortgage without Mortgagor's consent.

**Severability.** If any provision of this Mortgage is held to be invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Mortgage.

Waiver. Mortgagor waives all appraisement and homestead rights except to the extent prohibited by law.

**Notices.** Unless otherwise required by law, any notice by Mortgagee to Mortgagor shall be given by delivering it or mailing it by first class mail to the address of the Property, or to such other address specified by Mortgagor in writing to Mortgagee.

<b>Signatures.</b> By signing below, Mortgontained in this Mortgage and in any a receipt of a copy of this Mortgage on the data.	gagor agrees to the terms and covenants attachments. Mortgagor also acknowledges ate stated on page 1.
Witness' Signature	Mortgagor's Signature Date
Type Witness' Name	ROXANE P HALE Type Mortgagor's Name
Witness' Signature	Motigagor's Signature Date
Type Witness' Name	Type Mortgagor's Name
Acknowledgment:  State of Flerida, County of	ne this 15 day of Glo 2020

### **EXHIBIT "A" LEGAL DESCRIPTION**

Page: 1 of 1

Account #: 26944903 Order Date: 02/04/2020

Reference: 32491175

Name: ROXANE P. HALE TIMOTHY C. HALE

Deed Ref: 5736/918

Index #:

Registered Land:

Parcel #: 23-1N-30-2301-000-023

### SITUATED IN THE COUNTY ESCAMBIA, STATE OF FLORIDA:

LOT 23, CHEMVIEW HEIGHTS, A SUBDIVISION OF A PORTION OF SECTIONS 23, T-1-N, R-30-W, ESCAMBIA COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 4, AT PAGE 9, OF THE PUBLIC RECORDS OF SAID COUNTY.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN BOOK 5736, PAGE 918 OF THE ESCAMBIA COUNTY, FLORIDA RECORDS.

Recorded in Public Records 10/28/2021 8:18 AM OR Book 8649 Page 399, Instrument #2021118305, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$86.50 MTG Stamps \$448.00 Int. Tax \$256.00

After Recording Return To: Synovus Bank Atlanta Loan Operations 1750 Founders Parkwäy Suite 150 Alpharetta. GA 30039

#### HOME EQUITY LINE OF CREDIT MORTGAGE

Mortgagor(s) (last name(s) first): HALE ROXANE P, a Married Woman and HALE TIMOTHY C, Her Husband Mortgagee: Synovus Bank 1148 Broadway Columbus, GA 3190

Mailing Address:

830 BARKSDALE ST, PENSACOLA, FL 32514-9504 This instrument was prepared by:

Synovus Bank 1148 Broadway Columbus, GA 31901

#### Know All Men By These Presents: That Whereas ROXANE PAIGE HALE

(whether one or more, hereinafter called the "Borrower") has/have become justly indebted to Synovus Bank with offices in \_\_Columbus\_\_\_, Georgia, (together with its successors and assigns, hereinafter called "Mortgagee") pursuant to an open-end line of credit as evidenced by that certain Home Equity Line of Credit Agreement (the "Agreement"), of even date herewith, entered into by and between the Borrower and Mortgagee, the terms and conditions of which are hereby incorporated by this reference.

This conveyance is intended to be and is a real property mortgage (hereinafter called this "mortgage") and a "Security Agreement" governed by the laws of the State of Florida concerning mortgages and the Uniform Commercial Code as adopted in Florida, and is intended to secure the apprent of the following (the "Secured Indebtedness"):

A. A loan in the maximum principal amount of <u>one hundred twenty-eight thousand and 00/100</u> DOLLARS (\$128,000.00), disbursed to Borrower according to the terms of the Agreement, together with any and all renewals, extensions, modifications, consolidations, and extensions thereof.

B. Such future or additional advances as may be made by Mortgagee at the option of Mortgagee to the Mortgagor, provided that, notwithstanding the foregoing, the maximum unpaid principal indebtedness secured hereby shall not exceed at any one time a sum equal to twice the maximum original principal amount of the loan, as provided in Recital A above; and provided, ruther, that all such advances, notes, claims, demands or liabilities and obligations secured hereby be incurred or arise or come into existence either on or prior to the date of this mortgage, or on or before twenty (20) years after the date of this mortgage in within such lesser period of time as may hereafter be provided by law as a prerequisite the sufficiency of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable consideration. The Mortgagor hereby waives, on behalf of himself/hersell and his/her successors and assigns, the right to file for record notice limiting the maximum principal amount which may be secured by this mortgage as provided for in Florida Statute 697.04(1)(b).

NOW, THEREFORE, in consideration of the premises, and in order to secure the payment of said indebtedness and any and all future advances made pursuant to the Agreement and any renewals or extensions thereof and the interest and any other finance charges thereon, and all other indebtedness (including future advances) now or hereafter owed by any of the above-named Borrowers to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or

Home Equity Line of Credit Mortgage

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absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned ROXANE P HALE, a Married Woman and TIMOTHY C HALE. Her Husband:

coveriants and supulations restaurants.

HALE, Her Husband;

(whether one or more, hereinafter called "Mortgagors") do hereby assign, grant, bargain, sell and convey unto Mortgagee the following described real property situated in <a href="ESCAMBIA">ESCAMBIA</a> County, State of Florida, viz:

See EXHIBIT A attached hereto and incorporated herein by this reference which is security for the Agreement dated 08/26/21 in the principal amount of 126,000.00 between Borrower and Mortgagee and matures on 08/26/51 including all renewals, extensions, and modifications thereof.

together with all rents and other revenues thereof and all rights (including riparian rights), privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other health, gitting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, smoke, fire, and intrusion detection devices, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property."

(Complete if applicable) This mortgage is junior and subordinate to that certain mortgage dated \_\_\_\_\_\_, and recorded in the Official Records Book \_\_\_\_\_\_, at Page \_\_\_\_\_\_, at Page \_\_\_\_\_\_\_, at Page \_\_\_\_\_\_\_, at Page \_\_\_\_\_\_\_

Mortgagors authorized the holder of any senior mortgage encumbering the mortgaged property to disclose to Mortgagee from time to time the following information: (a) the amount of indebtedness secured by such mortgage; (b) the amount of such indebtedness that is unpaid; (c) whether any amount owed on indebtedness is or has been in arrears; (d) whether there is or has been any default with respect to such mortgage or the indebtedness secured thereby; and (e) any other information regarding such mortgage or the indebtedness secured thereby which Mortgagee may request from time to time.

To Have And To Hold the same and every part thereof unto Mortgagee, its successors and assigns forever.

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including future advances), Mortgagors hereby assign and transfer to Mortgagee, and grant to Mortgagee a security interest in, all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagors, or any of them, located, whether permanently or temporarity, on the mortgagor property, and all building materials, household appliances, equipment, fixtures and fittings now owned or hereafter acquired by Mortgagors, or any of them, located or stored on any other reel property, which are or shall be purchased by Mortgagors or any of them, for the purpose, or with the intention, of making improvements on the mortgaged property or to the premises located on said property. The personal property herein transferred includes, without limitation, all lumber, bridss, building stones, building blocks, sand, cement roofing, materials, paint, doors, windows, storm doors, storm windows, nails, wires and wiring, hardware, plumbing and pumbing fixtures, heating and alir-conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ormsmental and decorative fixtures, and in general all building materials, equipment and appliances of every kind and character used or useful in connection with improvements to real property.

For the purpose of further securing the payment of said indebtedness Mortgagors warrant, covenant and agree with Mortgagee, its successors and assigns, as follows:

- That they are lawfully seized in fee and possessed of the mortgaged property and have a good right to convey the same as aforesaid, and they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.
- 2. That they will pay when due all taxes, assessments, or other tiens or mortgages taking priority over this mortgage, and should default be made in the payment of the same, or any part thereof, Mortgagee may pay the same (but Mortgagee is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Mortgagoes shall perform all of Mortgagors' obligations under the declaration or coverants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. Should Mortgagors default in any of such obligations, Mortgagee may perform Mortgagors' obligations (but Mortgagee is not obligated to do so).
- That they will keep the buildings on the mortgaged properly continuously insured in such amounts, in such manner and with such companies as may be satisfactory to Mortgagee against loss by fire (including so-called extended coverage),

Home Equity Line of Credit Mortgage

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wind and such other hazards (including flood and water damage) as Mortgagee may specify from time to time, with loss, if any, payable to Mortgagee under a mortgagee's loss payable clause acceptable to Mortgagee, and will deposit with Mortgagee policies of such insurance or, at Mortgagee's election, certificates thereof, and will pay the premiums therefor as the same become due. Mortgagors shall have the right to provide such insurance through a policy of policies independently obtained and paid for by Mortgagors or through an existing policy. Mortgagee may, for reasonable cause, refuse to accept any policy of insurance obtained by Mortgagors Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damage to the mortgaged property from any cause whatsever. If Mortgagors fall to keep said property insured as above specified, Mortgagee may insure said property (flut Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind and other hazards for the benefit of Mortgagors and Mortgagee or for the benefit of Mortgagee and other paradise to the payable of the property insured as above and other hazards for the benefit of Mortgagee and payable to the benefit of Mortgagee and payable to the benefit of Mortgagee and payable to the payable and other hazards for the benefit of Mortgagee and policy and the payable and the payable and payable and the payable and the payable and payable

- such installments.
  4. That commencing upon written request by Mortgagee and continuing until the indebtedness secured hereby is paid in full, Mortgagors will pay to Mortgagoes concurrently with, and on the due dates of, payments on the indebtedness hereby secured a sum equal to the ground rents, if any, next due on the mortgaged property, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus water rents, fire district charges, taxes and assessments next due on the mortgaged property (all se estimated by Mortgagee), less any sums aiready paid to Mortgagee therefor, divided by the number of mortils or other payment periods to elapse before one month or payment period prior to the date when such ground rents, premiums, water rents, fire district charges, taxes and assessments will become due, plus up to the maximum cushion allowed under the federal Real Estate Settlement Procedures Act, such sums to be held by Mortgagoe in trust to pay said ground rents, premiums, water ents, fire district charges, taxes and assessments. All payments mentioned in the preceding sentence and the payments to be made on the indebtedness secured hereby shall be added together and the aggregate amount thereof shall be paid by Mortgagoer seach month or other payment period in a single payment to be applied by Mortgagee to the following items in the order set forth: (a) ground rents, taxes, water rents, fire district charges, assessments, fire and other hazard insurance premiums; (b) interest, on the indebtedness secured hereby; and (c) the balance, if any, shall be applied toward the payment of the sum hereby secured. Any deficiency in the amount of such aggregate monthly or other periodic payments shall compend permiums; (b) interest, on the indebtedness secured hereby; and (c) the balance, if any, shall be applied toward the payment of the sum hereby mortgage. Any excess funds accumulated under this paragraph after payment of the items here
- 5. That they will take good care of the mortgaged property and the personal property described above and will not commit or permit any waste thereon or thereof or the removal of any oil, gas or mineral therefrom, and that they will keep the same repaired and at all times will maintain the same in at least as good condition as it now is, reasonable wear and tear alone excepted. If Mortgagors fall to make repairs to the mortgaged property, Mortgage may whe such repairs at Mortgagor's expense (but Mortgagee is not obligated to do so). Mortgagee, its agents and employees, may enter the mortgaged property and any improvements thereon at any reasonable time for the purpose of inspecting or repairing such improvements.
- 6. That all amounts expended by Mortgagee for insurance or for the payments of taxes or assessments or to discharge liters on the mortgaged property or other obligations of Mortgagors or to make repairs to the mortgaged property or any improvements thereon shall become a debt due Mortgagee, shall be payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above, or if no such rate of interest is specified in the note or if the rate specified would be unlawful, at the maximum rate allowed by law from the date of payment by Mortgagee, and such debt and the interest thereon shall be secured by this mortgage. Upon fallure of Mortgagors to reimburse Mortgagee for all amounts so expended, at the election of Mortgagee and with or without notice to any person. Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and may foreclose this mortgage as hereinafter provided or as provided by law.
- 7. That no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Mortgagors, and that the procurement of insurance or payment of taxes or other liens or assessments or obligations by Mortgagee shall not be taken or deemed as a waiver of the right to accelerate the maturity of the indebtedness hereby secured by reason of the failure of Mortgagors to procure such insurance or to pay such taxes, liens, assessments or obligations, it being agreed by Mortgagors that no terms or conditions contained in this mortgage can be waived, altered or changed except by a writing signed by Mortgagee.
- 8. That those Mortgagors who are obligated as the Borrower or as guarantor or endorser to pay the indebtedness heteropy secured will well and truly pay and discharge such indebtedness as it shall become due and payable, including the Agreement described above, any renewals or extensions thereof, and any other agreements or obligations of such Mortgagors to Mortgagee, whether now or hereafter incurred.

Home Equity Line of Credit Mortgage

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- 9. In the event a suit shall be instituted to foreclose this mortgage, Mortgagee, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver for all and singular the premises and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and otal entered receivers in like cases and such appointment shall be made by such court as a matter of strict right to Mortgagee, its successors or assigns, without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of the Mortgage, Mortgagor's legal representatives, successors or assigns, and that such rents, profits, incomes, issues, and revenues shall be applied by such receiver to the payment of the Secured Indebtecness, costs, and charges, according to the order of said court. The Mortgagor hereby specifically weives the right to object to the appointment of a receiver as described herein and hereby expressly consents that such appointment shall be made as an admitted equity and is Mortgagee's absolute right, and that the appointment may be done without notice to the Mortgagor. Mortgagor further consents to the appointment of Mortgagee or any officer or employee of Mortgagee as receiver.
- 10. That they will not cause or allow possession of the mortgaged property to be in any other person or entity to the exclusion of Mortgagors and will not cause or allow possession of the mortgaged property or any interest therein to be sold, assigned, transferred or conveyed by Mortgagors, or any of them, without Mortgager's prior written consent, excluding only (a) the creation of a lien or encumbrance expressly subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) (if the mortgaged property is the Mortgagors' residence) the grant of any leasehold interest of one year or less including all mandatory or optional renewal periods) not containing an option to purchase. Mortgager may withhold its consent or may condition its consent to any such transfer of possession of, or an interest in, the mortgaged property upon the transfered agreeing to pay a greater rate of interest on all or any part of the indebteness secured his mortgage, upon Mortgagee's approval of the creditworthiness of the transferee, and upon the transferee's payment to Mortgage of a reasonable transfer or assumption fee. Upon breach by Mortgagors, or any of them, of the covenants herein contained, Mortgagee may, at its election, accelerate maturity of the indebtedness hereby secured and proceed to foreclose this mortgage as hereinsfer provided or as provided by law.
- 11. That all the covenants and agreements of Mortgagors herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted of secured to Mortgagee shall inure to the benefit of the successors and assigns of Mortgagee.
- 12. That the provisions of this mortgage and the Agreement secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or the Agreement shall not affect the validity and enforceability of the other provisions of this mortgage or the Agreement. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. A carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.

This mortgage secures an open-end line of credit under which the Borrower may borrow, repay, and reborrow amounts from Mortgagee from time to time up to a maximum aggregate principal amount. The Agreement does not require that the Borrower make any initial draw on or maintain any minimum outstanding loan balance under the line of credit. Therefore, at times there may be no outstanding indebteness under the Agreement. This mortgage hab become effective immediately upon its execution and deflivery, nowithstanding the lack of any initial advance, and shall not be deemed satisfied nor shall title to the mortgaged property be divested from Mortgages by the payment in full of all the indebtedeness at any one time outstanding. This mortgage shall continue in effect until all of the indebtedeness has been paid in full, the Agreement has been terminated and Mortgagee shall have no obligation to extend any further credit to the Borrower hereunder, and a duly executed written suitsfaction of his mortgage in recordable form has been dered to Mortgagoers or recorded in the office in which this mortgage was originally recorded. Mortgagee agrees to execute such an instrument promptly following receipt of the Borrower's written request therefor, provided that all of the sourced notebtedness has been paid and all of the other conditions set forth above have been fulfilled. The provisions of this paragraph shall preserve and supplement, and shall not limit, the benefits and protections afforcied to Mortgagee by law.

If Borrower fails to pay the Secured Indebtedness in accordance with the terms of the Agreement, or if any other event cocurs that gives Mortgages the right under the Agreement to demand repayment of the entire outstanding balance of the Secured Indebtedness in advance of the original term (all such events under the Agreement incorporated herein by reference), this mortgage shall be subject to foreclosure at the option of Mortgage, notice of the exercise of such option being hereby expressly walved by Mortgagors, and Mortgages shall have the right to enter upon and take possession of the mortgaged property. If an event of default occurs and remains uncured, then in either or any such event, the aggregate sum or sums secured hereby then remaining unpaid, with interest accrued at that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of Mortgagee, or its assigns, as fully and completely as if all of institution. The Mortgage to paid on such date, anything in the Agreement or any instrument or instruments or in this mortgage to the contrary notwithstanding; and thereupon, or thereafter, at the option of Mortgagee, or its assigns, without notice or demand, suit at law or in equity may by prosecuted as if all moneys excured hereby had matured prior to its institution. The Mortgagee, or its assigns, may do either or both of the following as to the amount so declared due and payable; (i) bring an addition to enforce payment of the amount so declared due and her premises, or any part or parts thereof, in one or more sales as determined by Mortgagee, shall be sold to satisfy and pay the same with costs, expenses and allowances. In addition, Mortgagee shall also be entitled to take such action and avail itself of such remedies as may be available under the Uniform Commercial Code in effect in the Stale of Florida.

Home Equity Line of Credit Mortgage

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in Witness Whereof, each of the undersigned has here	ounto set his or her signature and seal this	day o
August 2021	Rose P. H.	(Seal
John Gaffin	ROXANE P HALE, a Married Woman	
[Type or Brint Name of Vitness]		Dila
KlaikaBrown	- 2X/7	(Seal)
[Type or Print Name of Witness]	TIMOTHY CHALE, Her Husband	1900
Klairra Brown		
		(Seal)
[Type or Print Name of Witness]		
		(01)
		(Seal)
-		
[Type or Print Name of Witness]		
•		
	• •	
Loan origination organization Synovus Bank	•	
NMLS ID 408043		

Home Equity Line of Credit Mortgage RLC 36 (FL)

age 5 of 10

INDIVIDUAL ACKNOWLEDOMENT
STATE OF Florida COUNTY OF the embig
The foregoing instrument was acknowledged before me by means of Indicated Presence or online notarization, this 16 day of the case 100 to 100
AFEIX NOTARY SEAL/STAMP:    Application   Application
INDIVIDUAL ACKNOWLEDGMENT
STATE OF Flurida COUNTY OF SAME
The foregoing instrument was acknowledged before me by means of physical presence or online indexization, this 26 day of who is personally known by me or who has produced by the produced as identification. The who is personally known by me or who has produced by the pro
AFFIX NOTARY SEAL STAMP:  Application of Notary Public State of Florida  My Commission Expires: ————————————————————————————————————
INDIVIDUAL ACKNOWLEDGMENT  My Comm. Expires May 11, 2023
STATE OFCOUNTY OF
The foregoing instrument was acknowledged before me by means of Department of Department was acknowledged before me by means of Department of
AFFIX NOTARY SEAL / STAMP:
Signature of Notary Public
Print name: My Commission Expires:

Home Equity Line of Credit Mortgage

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BK: 8649 PG: 406

#### ADDENDUM TO HOME EQUITY LINE OF CREDIT MORTGAGE

This Addendum to Home Equity Line of Credit Mortgage (this "Addendum") makes, discloses and confirms the following changes to the terms of that certain Home Equity Line of Credit Mortgage (the "Mortgage") dated of even date herewith from Mortgagors to Mortgagee:

Notwithstanding any language to the contrary in the Mortgage, the property in which Mortgagee is granted a lien or security interest under the Mortgage shall not include any personal property which (a) is located in a building which is located in a special flood hazard area (as designated by the Administrator of the Federal Emergency Management Agency) in which food insurance is available under the National Flood insurance are amended (the "Act"), (b) would cause Mortgagee to be in violation of the Act or the federal flood insurance regulations applicable to Mortgagee if the property secures a loan made, increased, extended or renewed by Mortgagee unless the property is covered by flood insurance or is exempt from the flood insurance requirement, and (c) is not covered by flood insurance that meets the requirements of the Act and the federal flood insurance regulations applicable to Mortgagee.

Further, notwithstanding any language to the contrary in the Mongage, the security interest in personal property which Montgagee is granted under the Montgage shall not include any non-possessory security interest in any "household goods" of Montgagors (as the term "household goods" is defined in 16 C.F.R. § 444.1(ii) other than a purchase money security interest.

This Addendum supplements the Mortgage including all addenda, exhibits, riders, and schedules thereto, and all of the terms and conditions of the Mortgage apply to this Addendum; provided, that to the extent there is a conflict between this Addendum and the Mortgage, the terms of this Addendum shall control. All capitalized terms used but not otherwise defined in this Addendum shall have the meanings assigned to them in the Mortgage. All of the provisions of this Addendum shall be deemed to be incorporated in and made a part of the Mortgage, and the Mortgage, as supplemented by this Addendum, shall be read, taken and construed as one and the same instrument. The Mortgage, as supplemented by this Addendum, shall be read, taken and construed as one and the same instrument. The Mortgage, as supplemented by this Addendum, shall be read, taken and construed as one and the same instrument. The Mortgage, as supplemented by this Addendum, shall be read, taken and construed as one and the same instrument. The Mortgage, as supplemented by this Addendum, shall not be construed to constitute, a novation of the Mortgage.

[Signature Page on Following Page]

Home Equity Line of Credit Mortgage RLC 36 (FL)

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BK: 8649 PG: 407

IN WITNESS WHEREOF, Mortgagors have sign	ned and delivered this Addendum this <u>26th</u> day of <u>August, 2021</u> .
Signed, sealed and delivered in the presence of:    Appl	Morragdors  (L.S.)  Name: TMAD HY CHALE DE HUSSAND  (L.S.)  Name: (L.S.)
	By:

•	
INDIVIDUAL ACKNOWLEDGMENT	
#1	
STATE OF 11.	
The foregoing instrument was acknowledged before me by means o	f Diphysical presence or online notarization, this by day of who is personally known by me or who has produced
	who is personally known by me or who has produced
FY Oriver's License as identification.	
	•
AFFIXINOTARY SEAL / STAMP:	Manage and
John a M/	Contraction .
Signature of Notary Plane	JOHN A GRIFFIN Notary Public - State of Florida
My Commission Expires: 5-11 23	1 772-338/ LOMMISSION & CG 1757+2 L
	My Comm. Expires May 11, 2023
INDIVIDUAL ACKNOWLEDGMENT	
STATE OF Florida	
COUNTY OF Breaking	
The Course in first course about the day in first course in	· · · · · · · · · · · · · · · · · · ·
August, 2021 by Timotha C Hate	of X physical presence or online notarization, this 26 day of who is personally known by me or who has produced
FI Oriver's License as identification.	• • • • • • • • • • • • • • • • • • • •
•	·
AFFIX DOTARY SEALY STAMP:	
Signature of Notary Mobile	
Print name: //Solo A Grillo	JOHN A GRIFFIN
My Commission Expires: (-((-)3	Netary Public - State of Florida Esemmission # GG 325712
	My E8mm. Expires May 11, 2023
INDIVIDUAL ACKNOWLEDGMENT	
STATE OF	
COUNTY OF	
The foregoing instrument was acknowledged before me by means of	of X physical presence or Online notarization, this day of
20, byas identification.	who is personally known by me or who has produced
as resigning	
AFFIX NOTARY SEAL / STAMP:	·
	·
Signature of Notary Public Print name:	
My Commission Expires:	
[NOTARIAL SEAL]	-
g	

Home Equity Line of Credit Mortgag

D3/2016

Recorded in Public Records 11/20/2024 2:51 PM OR Book 9235 Page 1254, Instrument #2024088678, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50

Recorded in Public Records 10/23/2024 1:49 PM OR Book 9222 Page 157, Instrument #2024080981, Pam Childers Clerk of the Circuit Court Escambia County, FL

Filing # 209357931 E-Filed 10/22/2024 05:58:13 PM

### IN THE COUNTY COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

CASE NO: 2024 CC 000193

CAVALRY SPV I, LLC, AS ASSIGNEE OF CITIBANK, N.A.

Plaintiff

VS.

TIMOTHY HALE

Defendant(s)

### FINAL SUMMARY JUDGMENT

THIS CAUSE having come to be heard before this Honorable Court on 10/18/2024 upon Plaintiff's Motion for Summary Judgment and the Court having heard argument of counsel and being otherwise fully advised in the premises, finds as follows:

That there are no genuine issues as to any material facts and Plaintiff is entitled to a judgment as a matter of law.

### IT IS THEREUPON ORDERED AND ADJUDGED THAT:

Plaintiff whose address is 1 AMERICAN LANE, SUITE 220 GREENWICH, CT 06831 shall recover from Defendant(s) TIMOTHY HALE the principal sum of \$13,509.59 court costs in the amount of \$374.00, that shall bear interest at the rate of 9.50% per annum, for all of the above let execution issue. The interest rate will adjust in accordance with section 55.03, Florida Statutes. Plaintiff shall be entitled to post-judgment costs incurred in the execution of the judgment pursuant to Florida Statute.

### IT IS FURTHER ORDERED AND ADJUDGED THAT:

The Defendant(s) shall complete under oath Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet) including all required attachments, and serve it on the judgment creditor's attorney, within 45 days from the date of this Judgment, unless the Judgment is satisfied or a post judgment discovery is stayed.

Jurisdiction of this case is retained to enter further orders that are proper to compel the Defendant(s) to complete form 1.977, including all required attachments, and serve it on judgment creditor's attorney.

PUNTY ?

Pursuant to Rule 2.516(h)(1), the Court hereby orders counsel to furnish copies of this Order/Judgment upon any pro se party who does not have access to nor is a registered user of the Florida Courts e-filing Portal.

DONE AND ORDERED in Escapebia County, Florida.

CERTIFIED TO BE A TRUE COPY OF THE
ORIGINAL ON FILE IN THIS OFFICE
WITNESS MY HAND AND OFFICIAL SEAL
PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMPTROLLER

ESCAMBIA COUNTY, FLORIDA

DATE: 1-20-2074

LOUNTY COURT JUDGE

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BK: 9222 PG: 158 Last Page

Copies furnished to: HAYT, HAYT & LANDAU, P.L. 7765 SW 87 Ave, Suite 101 Miami, Florida 33173 eservice@haytfla.com TIMOTHY HALE 830 BARKSDALE ST PENSACOLA, FL 32514-9504 Our File #: 1083811 Recorded in Public Records 2/24/2025 12:25 PM OR Book 9279 Page 1183, Instrument #2025013125, Pam Childers Clerk of the Circuit Court Escambia County, FL

Filing # 216926374 E-Filed 02/17/2025 12:44:08 PM

# IN THE COUNTY COURT OF THE FIRST JUDICIAL CIRCUIT IN AND FOR ESCAMBIA COUNTY, FLORIDA CIVIL DIVISION

CASE NUMBER: 2024 SC 005385

SYNCHRONY BANK Plaintiff,

VS.

TIMOTHY HALE 830 BARKSDALE ST PENSACOLA, FL 32514-9504 Defendant(s).

### **FINAL JUDGMENT**

At a Small Claims Pre-Trial Conference on October 9, 2024, the Plaintiff appeared but the Defendant did NOT, after proper service. Therefore, the Plaintiff is entitled to a Final Judgement, and it is hereby,

ORDERED AND ADJUDGED that the Plaintiff, SYNCHRONY BANK, 170 ELECTION ROAD, SUITE 125, DRAPER, UT 84020, shall recover from the Defendant(s), TIMOTHY HALE, 830 BARKSDALE ST, PENSACOLA FL 32514-9504, \*\*\*-\*\*-4480, the following judgment:

Total:	\$5,000.07
Interest Owed	\$0.00
Subtotal	\$5,000.07
Court Costs/Process Server Fee	\$391.20
Principal	\$4,608.87

IT IS FURTHER ORDERED AND ADJUDGED that the Defendant(s) shall complete Florida Small Claims Rules Form 7.343 (Fact Information Sheet), including all required attachments and return it to the Plaintiffs' attorney within 45 days from the date of this Final Judgment, unless the Final Judgment is satisfied or a motion for new trial or notice of appeal is filed. The Defendant should NOT file the completed form 7.343 with the Court.

BK: 9279 PG: 1184 Last Page

Jurisdiction of this case is retained to enter further orders that are proper to compel Defendant(s) to complete Form 7.343, including all required attachments, and return it to the Plaintiff's attorney. For all of the above, let execution issue.

DONE AND ORDERED in chambers, Pensacola, Escambia County, Florida.

signed by COUNTY COURT JUDGE SCOTT RITCHIE 02/17/2025 11:06:21 1ZS8L702

copies to:
Richard A. Russell
Kaelin L. Richard
Adrianna M. Lopez-Colon
Susan Sparks
Erik Zogg
Alexandra Flinn
Dalton Clark
Nicole Malick Wimmer
RAUSCH STURM LLP
100 Second Avenue South, Suite 306S Saint Petersburg, FL 33701

TIMOTHY HALE 830 BARKSDALE ST PENSACOLA FL 32514-9504

