



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

02240.33

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	IL IL IRA INESTMENTS 3641 N.52 AVE HOLLYWOOD, FL 33021	Application date	Apr 30, 2025
Property description	WROTEN MICHAEL E EST OF 103 RITTENBERRY CANTONMENT, FL 32533 103 RITTENBERRY RD 11-2727-000 BEG AT SW COR OF LT 32 N ALG W LI OF SD LT 100 FT FOR POB CONT N ALG W LI OF SD LT 100 FT E AT RT AN (Full legal attached.)	Certificate #	2023 / 5873
		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)
# 2023/5873	06/01/2023	191.71	54.64	246.35
→Part 2: Total*				246.35

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)
# 2024/5993	06/01/2024	1,891.69	6.25	143.06	2,041.00
Part 3: Total*					2,041.00

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)	2,287.35
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	1,784.67
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)	4,447.02

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: Candice Davis
Signature, Tax Collector or Designee

Escambia, Florida
Date May 2nd, 2025

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

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>02/04/2026</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.

BEG AT SW COR OF LT 32 N ALG W LI OF SD LT 100 FT FOR POB CONT N ALG W LI OF SD LT 100 FT E AT RT ANG 135 FT S AT RT ANG 100 FT W AT RT ANG 135 FT TO POB BLK D PENSACOLA HIGHLANDS PLAT DB 102 P 178 OR 4114 P 369 SEC 9/17 T 1N R 31W OR 4955 P 191

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2500561

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,
IL
IL IRA INESTMENTS
3641 N.52 AVE
HOLLYWOOD, FL 33021,

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

Account Number	Certificate No.	Date	Legal Description
11-2727-000	2023/5873	06-01-2023	BEG AT SW COR OF LT 32 N ALG W LI OF SD LT 100 FT FOR POB CONT N ALG W LI OF SD LT 100 FT E AT RT ANG 135 FT S AT RT ANG 100 FT W AT RT ANG 135 FT TO POB BLK D PENSACOLA HIGHLANDS PLAT DB 102 P 178 OR 4114 P 369 SEC 9/17 T 1N R 31W OR 4955 P 191

I agree to:

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

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

Electronic signature on file
IL
IL IRA INESTMENTS
3641 N.52 AVE
HOLLYWOOD, FL 33021

04-30-2025
Application Date

Applicant's signature



Gary "Bubba" Peters

Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

[Back](#)

← Nav. Mode ☒ Account ☐ Parcel ID →

[Printer Friendly Version](#)

General Information		Assessments				
Parcel ID:	091N311000322004	Year	Land	Imprv	Total	Cap Val
Account:	112727000	2024	\$9,000	\$115,277	\$124,277	\$124,277
Owners:	WROTEN MICHAEL E EST OF	2023	\$9,000	\$109,121	\$118,121	\$118,121
Mail:	103 RITTENBERRY CANTONMENT, FL 32533	2022	\$9,000	\$98,489	\$107,489	\$8,928
Situs:	103 RITTENBERRY RD 32533	Disclaimer				
Use Code:	SINGLE FAMILY RESID	Tax Estimator				
Taxing Authority:	COUNTY MSTU	Change of Address				
Tax Inquiry:	Open Tax Inquiry Window	File for Exemption(s) Online				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector		Report Storm Damage				

Sales Data Type List: *							2024 Certified Roll Exemptions	
Sale Date	Book	Page	Value	Type	Multi Parcel	Records	None	
08/2002	4955	191	\$15,000	WD	N		Legal Description BEG AT SW COR OF LT 32 N ALG W LI OF SD LT 100 FT FOR POB CONT N ALG W LI OF SD LT 100 FT E AT RT ANG 135 FT S AT RT...	
03/1997	4114	369	\$15,500	SC	N			
05/1992	3364	647	\$100	CJ	N			
05/1992	3188	620	\$9,000	CJ	N			
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller							Extra Features	
							None	

Parcel Information

Section Map Id: 09-1N-31-2

Approx. Acreage: 0.3458

Zoned: LDR

Evacuation & Flood Information [Open Report](#)

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

Launch Interactive Map

Buildings

Address: 103 RITTENBERRY RD, Improvement Type: SINGLE FAMILY, Year Built: 2007, Effective Year: 2007, PA Building ID#: 6793

Structural Elements

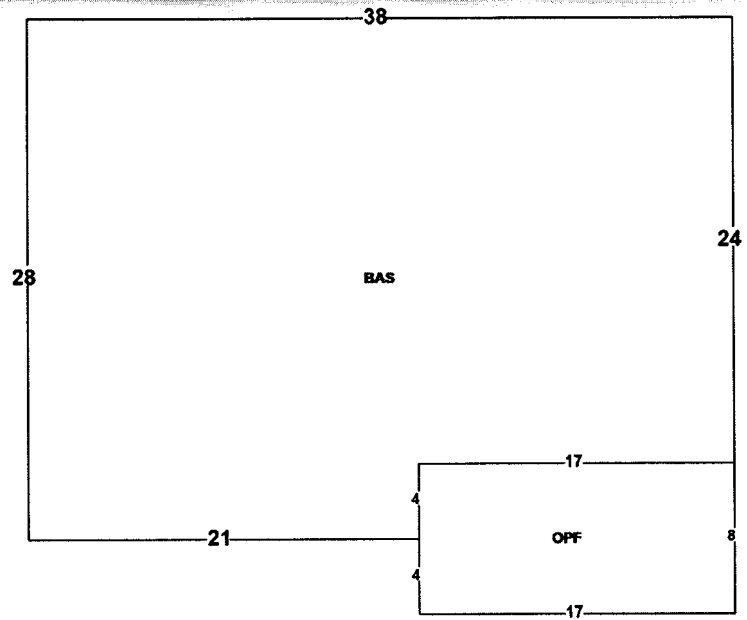
DECOR/MILLWORK-AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-VINYL SIDING
FLOOR COVER-TILE/STAIN CONC/BRICK
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-3
NO. STORIES-1
ROOF COVER-DIMEN/ARCH SHNG
ROOF FRAMING-HIP-HI PITCH
STORY HEIGHT-0
STRUCTURAL FRAME-CONCRETE
REINFORCED



Areas - 1132 Total SF

BASE AREA - 996

OPEN PORCH FIN - 136



Images



12/8/2023 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.5465)

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **IL IRA INVESTMENTS** holder of **Tax Certificate No. 05873**, 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:

BEG AT SW COR OF LT 32 N ALG W LI OF SD LT 100 FT FOR POB CONT N ALG W LI OF SD LT 100 FT E AT RT ANG 135 FT S AT RT ANG 100 FT W AT RT ANG 135 FT TO POB BLK D PENSACOLA HIGHLANDS PLAT DB 102 P 178 OR 4114 P 369 SEC 9/17 T 1N R 31W OR 4955 P 191

SECTION 09, TOWNSHIP 1 N, RANGE 31 W

TAX ACCOUNT NUMBER 112727000 (0226-33)

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

EST OF MICHAEL E WROTEN

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 February, which is the **4th** day of February 2026.

Dated this 23rd 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



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

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Applicant Name Applicant Address	IL IL IRA INESTMENTS 3641 N.52 AVE HOLLYWOOD, FL 33021	Application date	Apr 30, 2025
Property description	WROTEN MICHAEL E EST OF 103 RITTENBERRY CANTONMENT, FL 32533 103 RITTENBERRY RD 11-2727-000 BEG AT SW COR OF LT 32 N ALG W LI OF SD LT 100 FT FOR POB CONT N ALG W LI OF SD LT 100 FT E AT RT AN (Full legal attached.)	Certificate #	2023 / 5873
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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)
# 2023/5873	06/01/2023	191.71	54.64	246.35
→Part 2: Total*				246.35

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)
# 2024/5993	06/01/2024	172.52	6.25	13.05	191.82
Part 3: Total*					191.82

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)	438.17
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	129.09
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)	942.26

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

Sign here:

Signature, Tax Collector or Designee

Escambia, Florida

Date July 29th, 2025

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

Part 5: Clerk of Court Certified Amounts (Lines 8-14)	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>02/04/2026</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS

Tax Collector (complete Parts 1-4)

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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.

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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: 112727000 Certificate Number: 005873 of 2023

Date Of Redemption

Clerk's Check Clerk's Total \$828.00

Postage Tax Deed Court Registry \$794.00

Payor Name

Notes

Commit Redemption ☒

PERDIDO TITLE SOLUTIONS

Precise · Professional · Proven

PROPERTY INFORMATION REPORT

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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 11-2727-000 CERTIFICATE #: 2023-5873

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: November 14, 2005 to and including November 14, 2025 Abstractor: Candace Thomas

BY



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

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

November 17, 2025

Tax Account #: **11-2727-000**

1. The Grantee(s) of the last deed(s) of record is/are: **MICHAEL E WROTEN**

By Virtue of Warranty Deed recorded 8/15/2002 in OR 4955/0191

**ABTRACTOR'S NOTE: WE FIND NO EVIDENCE OF DEATH FOR MICHAEL E WROTEN
RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.**

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 Florida Housing Finance Corporation recorded 12/17/2007 – OR 6262/1060**
- b. **Mortgage in favor of City of Pensacola recorded 12/17/2007 – OR 6262-1068**

4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 11-2727-000

Assessed Value: \$124,277.00

Exemptions: HOMESTEAD EXEMPTION, WIDOW

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: FEB 4, 2026
TAX ACCOUNT #: 11-2727-000
CERTIFICATE #: 2023-5873

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 checked="" type="checkbox"/>	<input 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>2025</u> tax year.

ESTATE OF MICHAEL E WROTEN
103 RITTENBERRY RD
CANTONMENT, FL 32533

FLORIDA HOUSING FINANCE
CORPORATION
227 NORTH BRONOUGH ST
TALLAHASSEE, FL 32301-1329

Certified and delivered to Escambia County Tax Collector, this 19th day of November 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

November 17, 2025

Tax Account #:11-2727-000

**LEGAL DESCRIPTION
EXHIBIT "A"**

**BEG AT SW COR OF LT 32 N ALG W LI OF SD LT 100 FT FOR POB CONT N ALG W LI OF SD LT
100 FT E AT RT ANG 135 FT S AT RT ANG 100 FT W AT RT ANG 135 FT TO POB BLK D
PENSACOLA HIGHLANDS PLAT DB 102 P 178 OR 4114 P 369 SEC 9/17 T 1N R 31W OR 4955 P 191**

SECTION 09, TOWNSHIP 1 N, RANGE 31 W

TAX ACCOUNT NUMBER 11-2727-000(0226-33)

Return to: (enclose self-addressed stamped envelope)

Name:

Michael E. Wroten

103 Rittenberry Rd., Cantonment, Fl. 32533

This Instrument Prepared by:

Name:

Faye M. Bates

Address:

4463 Country Mill Rd.
Jay, Fl. 32565

Property Appraisers Parcel Identification

Folio Number(s):

Grantee(s) S.S. # (s)

OR BK 4955 PG 0191
Escambia County, Florida
INSTRUMENT 2002-995974

DEED DOC STAMPS PD @ ESC CO \$ 105.00

08/15/02 ERNIE LEE WAGNER, CLERK

By: *[Signature]*

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Warranty Deed, Made the 14th day of August, 2002, by Jimmy C. Foley and Linda O. Foley, husband and wife, hereinafter called the Grantor, to Michael E. Wroten, whose post office address is 103 Rittenberry Rd., Cantonment, Florida 32533, 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, wherever the context so admits or requires.)

Witnesseth, That the Grantor, for and in consideration of the sum of \$ 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 Escambia County, State of Florida, viz:

SEE EXHIBIT "A"

Together, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, the same in fee simple forever.

And the Grantor hereby covenants with said 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.

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:

Faye M. Bates

Witness Signature (as to first Grantor)

Faye M. Bates

Printed Name

Heather B. Smithson

Witness Signature (as to first Grantor)

Heather B. Smithson

Printed Name

Faye M. Bates

Witness Signature (as to Co-Grantor, if any)

Faye M. Bates

Printed Name

Heather B. Smithson

Witness Signature (as to Co-Grantor, if any)

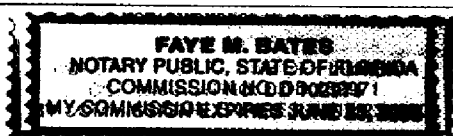
Heather B. Smithson

Printed Name

STATE OF FloridaCOUNTY OF Santa Rosa

Jimmy C. Foley and Linda O. Foley, husband and wife

known to me to be the person S described in and who executed the foregoing instrument, who acknowledged before me that they executed the same, and an oath was not taken. (Check one: ☐ Said person(s) is/are personally known to me. ☐ Said person(s) provided the following type of identification: Persons known to me

*Jimmy C. Foley*

Grantor Signature

Jimmy C. Foley

Printed Name

1140 Muscogee Rd., Cantonment, Florida

Post Office Address

32533

Linda O. Foley

Co-Grantor Signature (if any)

Linda O. Foley

Printed Name

1140 Muscogee Rd., Cantonment, Florida

Post Office Address

32533

FAYE M. BATES
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION NO. 00102971
MY COMMISSION EXPIRES JUNE 23, 2006

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared

Witness my hand and official seal in the County and State last aforesaid

this 14th day of August, 2002, A.D.*Faye M. Bates*

Notary Signature

Faye M. Bates

Printed Name

RCD Aug 15, 2002 10:06 am
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-995974

EXHIBIT "A"

Commence at the Southwest corner of Lot 32 in Block "D" of PENSACOLA HIGHLANDS, a subdivision of Section 9 and a portion of Section 17, Township 1 North, Range 31 West, in Escambia County, Florida, according to the plat of said subdivision recorded in Deed Book 102 at page 178 in the office of the Clerk of the Circuit Court of Escambia County, Florida; thence North along the West line of said Lot 32 a distance of 100 feet to the point of beginning of this description; thence continue North along the West line of said Lot 32 a distance of 100 feet to a point; thence East at right angles a distance of 135 feet to a point; thence South at right angles a distance of 100 feet to a point; thence West at right angles a distance of 135 feet to the point of beginning.

This instrument was prepared by:

Stephen R. Moorhead
McDonald Fleming Moorhead
25 West Government Street
Pensacola, FL 32502

County:	<u>Escambia</u>
Borrower's Income:	_____
County's AMI:	<u>\$51,900.00</u>
Affordability Period Applies:	Yes No
*Section should be completed by Administrator	

SRM-06-1602

HOME Again
FHFC Disaster Relief HOME Assistance Program
SUBORDINATE MORTGAGE

THIS SUBORDINATE MORTGAGE ("Security Agreement") is made on this 12th day of December 2007. The grantor is Michael E. Wroten, a married person, joined herein by his wife, ** (herein "Borrower/Mortgagor") whose address is 103 Rittenberry Road, Cantonment, FL 32533. This Security Instrument is given to the Florida Housing Finance Corporation, a public corporation, whose address is 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329 (herein "Lender/Mortgagee"). Borrower owes Lender the principal sum of Fifty Thousand and NO/100 Dollars (U.S. \$50,000.00). This debt is evidenced by the Borrower's note ("Note") dated the same date as this Security Instrument.

The Note matures on a date which is fifty (50) years following the date of this Mortgage (the "Maturity Date") and is due and payable in full. However, if any of the following events occur before the Maturity Date: (a) the Borrower sells, transfers or disposes of the Property or Home either voluntarily or involuntarily; (b) the Borrower fails or ceases to occupy the Home as a principal residence; (c) the Borrower, or if the Borrower is married, the survivor of the Borrower or the Borrower's spouse, dies; or (d) the Borrower refinances the first mortgage loan at which time the remaining principal balance is due unless the Mortgagee agrees to a one-time only subordination as outlined in Paragraph 19 of this Mortgage, the unpaid principal balance of the Note shall be immediately due and payable in full upon the first to occur of any such event. If the Borrower has an income level at or below fifty percent (50%) of the County's area median income (AMI) in which the home is located at the time the Mortgage and Note are executed, fifty percent (50%) of the Loan may be forgiven at a rate of ten percent (10%) per year over a period of five (5) years. Upon the first to occur of any of the conditions mentioned above, repayment for Borrowers at or below fifty percent (50%) AMI will be prorated on a monthly basis, giving the Borrower the benefit of the entire month in which a payoff of the Mortgage is quoted.

The loan evidenced by the Note and secured by this Security Instrument (the "Loan") is being made pursuant to Title II, the Cranston-Gonzalez National Affordable Housing Act, Public Law No. 101-625, 104 Stat. 4079 (1990), 24 CFR. Part 92 (the "Home Program").

TO SECURE to Mortgagee the repayment of the indebtedness evidenced by the Note, the payment of all other sums, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of the Mortgagor herein contained, the Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described property located in the County of Escambia, State of Florida (insert legal description):

SEE EXHIBIT "A" ATTACHED NERETO AND MADE A PART HEREOF

THIS MORTGAGE IS GIVEN TO THE FLORIDA HOUSING FINANCE CORPORATION AND IS EXEMPT FROM PAYMENT OF INTANGIBLE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513 AND 199.183, FLORIDA STATUTES.

** Rona Gale Wroten, for the purpose of pledging her homestead as collateral for Borrower's loan (hereinafter "Mortgagor") Michael E. Wroten is Borrower herein.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property" or "Home."

MORTGAGOR COVENANTS, represents and warrants to Mortgagee and its successors and assigns that Mortgagor is indefeasibly seized of the estate hereby conveyed in fee simple; has full right to mortgage, grant and convey the Property; and that the Property is unencumbered, except for other encumbrances of record. Mortgagor warrants title to the Property and will defend same against the lawful claims and demands of all persons whomsoever.

PROVIDED ALWAYS that if Mortgagor shall pay to Mortgagee, all sums due or to become due under the Note or this Mortgage and shall perform, comply with, and abide by each and every stipulation, agreement, condition, and covenant of the Note and of this mortgage, and shall pay all taxes that may accrue on the Property and all costs and expenses that Mortgagee, may be put to in collecting the Note in foreclosure of this Mortgage or otherwise, including costs and reasonable attorney's fee, then this Mortgage and the estate hereby created shall cease and be null and void.

MORTGAGOR FURTHER COVENANTS and agrees with Mortgagee as follows:

1. **Payment.** Mortgagor shall promptly pay when due the principal amount evidenced by the Note and all other sums of money payable by virtue of the Note or this Mortgage.
2. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Mortgagor shall perform all of Mortgagor's obligations under the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Mortgagor's covenants to make payments when due. Mortgagor shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which have attained or may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.
3. **Hazard Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Mortgagee may require and in such amounts and for such periods as Mortgagee may require. The insurance carrier providing the insurance shall be chosen by the Mortgagor subject to approval by Mortgagee; **provided**, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Mortgagee and shall include a standard mortgage clause in favor of, and in a form acceptable to Mortgagee. Mortgagee shall have the right to hold the policies and renewals thereof, subject to the terms of any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. In the event of loss, the Mortgagor shall give prompt notice to the insurance carrier and to the Mortgagee. Mortgagee may make proof of loss if not made promptly by the Mortgagor. If the Property is abandoned by the Mortgagor, or if the Mortgagor fails to respond to Mortgagee within thirty (30) days from the date notice is mailed by Mortgagee to the Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.
4. **Preservation and Maintenance of Property; Leaseholds; Condominiums, Planned Unit Developments.** Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing such condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent any other documents.
5. **Protection of Mortgagee's Security.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, then Mortgagee, at Mortgagee's option, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Mortgagee's interest in the Property. If Mortgagor is required to maintain mortgage insurance as a condition of this Mortgage or any other mortgage or deed of trust, Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the Mortgagor's written agreement or applicable law. Any amounts disbursed by Mortgagee pursuant to this paragraph, with interest thereon, at the rate of twelve percent (12%) per annum, shall become additional indebtedness of the Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee

agree otherwise, such amounts shall be payable upon demand. Nothing contained in this Paragraph 5 shall require Mortgagee to incur any expense or take any action hereunder.

6. Inspection. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property upon notice to Mortgagor specifying reasonable cause therefor related to the Lender's interest in the Property.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation to the extent of the unpaid balance of all sums due or to become due under the Note or this Mortgage, are hereby assigned and shall be paid to Mortgagee, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

8. Mortgagor Not Released; Forbearance by Mortgagee Not a Waiver. No extension of the time for payment or modification of the terms or conditions of the Note or this Mortgage granted to Mortgagor shall operate or release Mortgagor, in any manner, from liability under the Note or this Mortgage. Mortgagee 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 Mortgagor and Mortgagor's successors in interest. Any forbearance by Mortgagee 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.

9. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements and references to Mortgagor and Mortgagee herein contained shall bind, and the rights hereunder shall inure to, their respective heirs, successors and assigns, subject to the provisions of Paragraph 14 hereof. All covenants and agreements of Mortgagor shall be joint and several. Any Mortgagor who co-signs this Mortgage, but does not execute the Note is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the Property to Mortgagee under the terms of this Mortgage; is not personally liable on the Note or under this Mortgage; agrees that Mortgagee and any other Mortgagor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Mortgagor's consent and without releasing that Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the Property. This Mortgage and the Note secured thereby are non-assumable, except as may be provided in Paragraph 14 hereof.

10. Notice. Except for any notice required under applicable law to be given in another manner: (a) any notice to the Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail at the Property Address or at such other address as Mortgagor may designate by notice to the Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, to the address stated herein with a copy to Florida Housing Finance Corporation, HOME Program, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, or to such other address as Mortgagee may designate by notice to the Mortgagor as provided herein.

11. Governing Law; Severability; Costs. 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 Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note 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.

12. Mortgagor's Copy. Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation thereof.

13. Rehabilitation Loan Agreement. Mortgagor shall fulfill all of Mortgagor's obligations under any home rehabilitation, improvement, repair, or other loan agreement which is entered into with Mortgagee. At Mortgagee's option, Mortgagor shall execute and deliver to Mortgagee, in a form acceptable to Mortgagee, an assignment of any rights, claims or defenses which Mortgagor may have against parties who supply labor, materials or services in connection with improvements made to the Property.

14. Transfer of the Property. If all or any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Mortgagor is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if a prior mortgage is refinanced, or if the Property is leased or rented, all sums secured by this Mortgage shall immediately

become due and payable. Provided, however, a transfer to person who is an heir or devisee of Mortgagor, upon the death of Mortgagor, shall be permissible provided that the Note and this Mortgage are not then in default and that said person: (a) occupies the Property as their principal place of residence; (b) qualifies under the income eligibility requirements set forth in Rule 67-50, F.A.C. and 24 CFR Part 92; and (c) executes such documents (including without limitation an agreement assuming the obligations under the Note and this Mortgage) and pays such fees and charges as Mortgagee may reasonably require. Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given in accordance with Paragraph 10 hereof within which Mortgagor must pay all sums secured by this Mortgage. If said sums are not paid in full prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand.

15. Acceleration; Remedies. Except as provided in Paragraph 16 hereof, upon the Mortgagor's breach of any covenant or agreement of the Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or in the event that the Mortgagor shall have made a material misrepresentation or material omission in Mortgagor's application for the loan evidenced by the Note, Mortgagee, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Prior to acceleration of this Mortgage, Mortgagee shall give notice to Mortgagor as provided in Paragraph 10 hereof specifying (1) the breach (if the breach is curable); (2) the action required to cure such breach; (3) a date, not less than ten (10) days from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach 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 Mortgagor 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 Mortgagor acceleration and foreclosure. Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports.

Catastrophic Exception: "In the event the Lender and the servicer, at their sole and absolute discretion, after a loss mitigation analysis, find that a catastrophic event, including but not limited to the Borrower's death or extended illness, or the extended illness of a close family member who depends primarily on the Borrower for support has occurred which substantially and permanently impairs their ability to repay this Note and requires them to sell the Property for an amount less than the Note, that portion of the Note which cannot be satisfied from the proceeds of such sale shall be released."

16. Mortgagor's Right to Reinstate. Notwithstanding the acceleration of the sums secured by this Mortgage due to the Mortgagor's breach, the Mortgagor shall have the right to have any proceedings begun by Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Mortgagor cures all breaches of any other covenants or agreements of Mortgagor contained in this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagor contained in this Mortgage, and in enforcing Mortgagee's remedies as provided in Paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) the Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's interest in the Property and the Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured shall hereby remain in full force and effect as if no acceleration had occurred.

17. Assignment of Revenues; Appointment of Receiver. As additional security hereunder, Mortgagor hereby assigns to Mortgagee the revenues of the Property, provided that Mortgagor shall, prior to acceleration under Paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such revenues as they become due and payable. Upon acceleration under Paragraph 15 hereof or abandonment of the Property, Mortgagee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the revenues of the Property including those past due. All revenues collected by 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 the reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those revenues actually received.

18. Release. Upon payment of all sums secured by this Mortgage, Mortgagee shall prepare a written satisfaction of this Mortgage. The Mortgagee shall not bear the cost of recording the Satisfaction of Mortgage; it shall be the responsibility of the Mortgagor.

19. Subordination. Lender and Borrower acknowledge and agree that this Security Instrument is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Mortgage, curing defaults by the Borrower under the First Mortgage, or for any other purpose expressly permitted by the First Mortgage or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. However, if the Property undergoes a refinancing, the Mortgagee reserves the right to review any information relative to the new loan and determine whether the Mortgagee's lien position remains secure. The terms and provisions of the First Mortgage are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. For purposes of this program, the Mortgagee, in its sole discretion may choose to take a further subordinated lien position other than what is contemplated under this paragraph herein if current liens on said Property existed prior to mortgaging the Property under this program. In the event of a foreclosure or deed in lieu of foreclosure of the First Mortgage, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns (other than the Borrower or a related entity of the Borrower), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Security Instrument shall terminate at the discretion of the Lender upon the Senior Lien Holder's acquisition of title, such termination will not be unreasonably withheld provided that (i) the Lender has been given written notice of a default under the First Mortgage, (ii) the Lender shall not have cured the default under the First Mortgage within the 30-day period provided in such notice sent to the Lender, and (iii) there is not sufficient equity in the Property to satisfy the senior lien (assuming reasonable costs) and the lien of this HOME loan.

20. Affordability Period. In most cases owner-occupied rehab is not subject to an affordability period. However, in situations where a manufactured home is replaced with a site built home, this is considered a new construction activity and the amount of HOME Subsidy that is invested in the home is subject to the related affordability period. Please reference the chart below:

HOME Subsidy Investment	Affordability Period (years)
\$14,999 and under	5
\$15,000 up to \$40,000	10
\$40,001 and up	15

The borrower must occupy the home throughout the duration of the affordability period pursuant to 24 CFR Part 92.254(a)(4).

21. Attorneys' Fees. As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, incurred in connection with the collection or enforcement of this Mortgage or of the Note, whether or not suit is brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.

22. Special Home Investment Partnerships Program Covenants, Warrants and Representations. Mortgagor covenants, represents and warrants to Mortgagee that: (a) the Mortgagor, along with his/her/their family, will occupy the Property as their principal residence; (b) the Property is a single-family residence and is an eligible homeownership activity under Rule 67-50, F.A.C. and 24 CFR Part 92; and (c) Mortgagor's total family income at the time of its application for the Loan was no greater than eighty percent (80%) of the local area median income, so that Mortgagor is a Very Low-Income Person within the meaning of Rule 67-50, F.A.C. and 24 CFR Part 92.

**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER
SUPERIOR MORTGAGES OR DEEDS OF TRUST.**

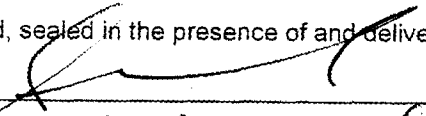
Mortgagee requests the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice, at Mortgagee's address set forth on page one of this Mortgage of any default under the superior encumbrance and of any sale or other foreclosure action.

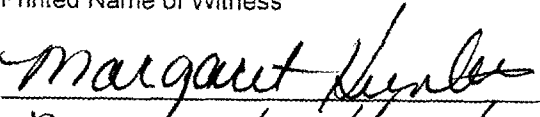
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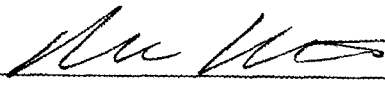
IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on the date first above written.

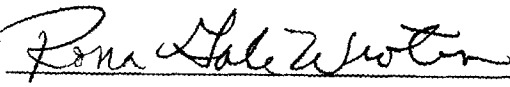
NOTICE TO MORTGAGOR
DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES.
ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN.

Signed, sealed in the presence of and delivered:


Stephen R. Moorhead
Printed Name of Witness

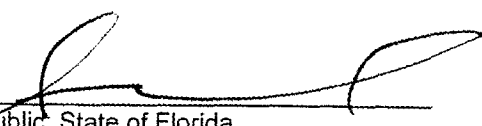

Margaret Hunter
Printed Name of Witness

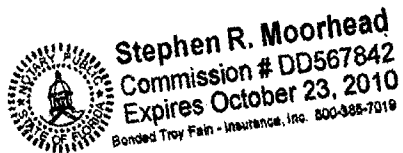

Michael E. Wroten
Printed Name of Mortgagor


Rona Gale Wroten
Printed Name of Mortgagor

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 12th day of December, 2007,
by Michael E. Wroten and Rona Gale*, Mortgagor. Said person is personally known to me or has produced a
valid driver's license as identification.
Wroten and Florida id card


Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____
My Commission No.: _____



Order No.: 30236807CA
Customer Reference: SRM-06-1602

Exhibit "A"

Commence at the Southwest corner of Lot 32 in Block D of PENSACOLA HIGHLANDS, a subdivision of Section 9 and a portion of Section 17, Township 1 North, Range 31 West, in Escambia County, Florida, according to the plat of said subdivision recorded in Deed Book 102 at page 178 in the office of the Clerk of the Circuit Court of Escambia County, Florida; thence North along the West line of said Lot 32 a distance of 100 feet to the Point of Beginning of this description; thence continue North along the West line of said Lot 32 a distance of 100 feet to a point; thence East at right angles a distance of 135 feet to a point; thence South at right angles a distance of 100 feet to a point; thence West at right angles a distance of 135 feet to the Point of Beginning.

Prepared by:
Jimmie McFall
Housing Department
City of Pensacola
Post Office Box 12910
Pensacola, FL 32521-0031

**City of Pensacola
Department of Housing
Hurricane Housing Recovery Program**

Section 199.183, F.S. Chapters 199 and 201 exempts Ship 2nd Mortgages
From the Intangible Taxes Imposed by Part 11 CH. 199 F.S.

**SUBORDINATE MORTGAGE
HHRP LOAN**

THIS SUBORDINATE MORTGAGE ("Security Agreement") is made and entered on this 12 day of December 2007. The grantors are Michael Wroten and Rona Gale Wroten husband and wife (herein "Borrower/Mortgagor") whose address is 103 Rittenberry Rd, Cantonment, FL 32533. This Security Instrument is given to The CITY OF PENSACOLA, a municipal corporation organized under the laws of Florida, Post Office Box 12910, Pensacola, Florida 32521 (herein "Lender/Mortgagee"). Borrower owes Lender the principal sum of Fifteenth Thousand(\$15,000.00 and No/ \$100.00). This debt is evidenced by the Borrower's note ("Note") dated the same date as this Security Instrument.

Note matures on a date which is fifty (50) years following the date of this Mortgage (the "Maturity Date") and is due and payable in full. However, if any of the following events occur before the Maturity Date: (a) Borrower sells, transfers or disposes of the Property or HOME either voluntarily or involuntarily; (b) the Borrower fails or ceases to occupy the HOME as a principal residence; (c) the Borrower, or if the Borrower is married, the survivor of the Borrower or the Borrower's spouse, dies; or (d) the Borrower refinances the first mortgage loan at which time the remaining principle balance is due unless the Mortgagee agrees to a one-time only subordination as outlined in Paragraph 19 of this Mortgage. If the Borrower has an income level at or below fifty percent (50%) of the County's area median income (AMI) in which the home is located at the time the Mortgage and Note are executed, fifty percent (50%) of the Loan may be forgiven at a rate of ten percent (10%) per year over a period of five (5) years. Upon the first to occur of any of the conditions mentioned above, repayment for Borrowers at or below fifty percent (50%) AMI will be prorated on a monthly basis, giving the Borrower the benefit of the entire month in which a payoff of the Mortgage is quoted.

The loan evidenced by the Note and secured by this Security Instrument (the "Loan") is being made pursuant to Title II, the Cranston-Gonzalez National Affordable Housing Act, Public Law No. 101-625, 104 Stat. 4079 (1990), 24 CFR. Part 92 the "HHRP Program").

TO SECURE to Mortgagee the repayment of the indebtedness evidenced by the Note, the payment of all other sums, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of the Mortgagor herein contained, the Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described property located in the County of Escambia, State of Florida,

SEE EXHIBIT "A" ATTACHED HERETO AND MADE APART HEREOF.

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property" or "Home."

MORTGAGOR COVENANTS, represents and warrants to Mortgagee and its successors and assigns that Mortgagor is indefeasibly seized of the estate hereby conveyed in fee simple; has full right to mortgage, grant and convey the Property; and that the Property is unencumbered, except for other encumbrances of record. Mortgagor warrants title to the Property and will defend same against the lawful claims and demands of all persons whomsoever.

PROVIDED ALWAYS that if Mortgagor shall pay to Mortgagee, all sums due or to become due under the Note or this Mortgage and shall perform, comply with, and abide by each and every stipulation, agreement, condition, and covenant of the Note and of this mortgage, and shall pay all taxes that may accrue on the Property and all costs and expenses that Mortgagee, may be put to in collecting the Note in foreclosure of this Mortgage or otherwise, including costs and reasonable attorney's fee, then this Mortgage and the estate hereby created shall cease and be null and void.

MORTGAGOR FURTHER COVENANTS and agrees with Mortgagee as follows:

1. Payment. Mortgagor shall promptly pay when due the principal amount evidenced by the Note and all other sums of money payable by virtue of the Note or this Mortgage.

2. Prior Mortgages and Deeds of Trust; Charges; Liens. Mortgagor shall perform all of Mortgagor's obligations under the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Mortgagor's covenants to make payments when due. Mortgagor shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which have attained or may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

3. Hazard Insurance. Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Mortgagee may require and in such amounts and for such periods as Mortgagee may require. The insurance carrier providing the insurance shall be

chosen by the Mortgagor subject to approval by Mortgagee; **provided**, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Mortgagee and shall include a standard mortgage clause in favor of, and in a form acceptable to Mortgagee. Mortgagee shall have the right to hold the policies and renewals thereof, subject to the terms of any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. In the event of loss, the Mortgagor shall give prompt notice to the insurance carrier and to the Mortgagee. Mortgagee may make proof of loss if not made promptly by the Mortgagor. If the Property is abandoned by the Mortgagor, or if the Mortgagor fails to respond to Mortgagee within thirty (30) days from the date notice is mailed by Mortgagee to the Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

4. Preservation and Maintenance of Property; Leaseholds; Condominiums, Planned Unit Developments. Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing such condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent any other documents.

5. Protection of Mortgagee's Security. If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, then Mortgagee, at Mortgagee's option, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Mortgagee's interest in the Property. If Mortgagor is required to maintain mortgage insurance as a condition of this Mortgage or any other mortgage or deed of trust, Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the Mortgagor's written agreement or applicable law. Any amounts disbursed by Mortgagee pursuant to this paragraph, with interest thereon, at the rate of twelve percent (12%) per annum, shall become additional indebtedness of the Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree otherwise, such amounts shall be payable upon demand. Nothing contained in this Paragraph 5 shall require Mortgagee to incur any expense or take any action hereunder.

6. Inspection. Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property upon notice to Mortgagor.

7. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation to the extent of the unpaid balance of all sums due or to become due under the Note or this Mortgage, are hereby assigned and shall be paid to Mortgagee, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

8. Mortgagor Not Released; Forbearance by Mortgagee Not a Waiver. No extension of the time for payment or modification of the terms or conditions of the Note or this Mortgage granted to Mortgagor shall operate or release Mortgagor, in any manner, from liability under the Note or this Mortgage. Any forbearance by Mortgagee 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.

9. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements and references to Mortgagor and Mortgagee herein contained shall bind, and the rights hereunder shall inure to, their respective heirs, successors and assigns, subject to the provisions of Paragraph 14 hereof. All covenants and agreements of Mortgagor shall be joint and several. Any Mortgagor who co-signs this Mortgage, but does not execute the Note is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the property to Mortgagee under the terms of this Mortgage; is not personally liable on the Note or under this Mortgage; agrees that Mortgagee and any other Mortgagor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Mortgagor's consent and without releasing that Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the Property. This Mortgage and the Note secured thereby are non-assumable, except as may be provided in Paragraph 14 hereof.

10. Notice. Except for any notice required under applicable law to be given in another manner: (a) any notice to the Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail at the Property Address or at such other address as Mortgagor may designate by notice to the Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, to the address stated herein with a copy to City of Pensacola, Department of Housing, P.O. Box 12910, Pensacola, Florida 32521-0031, or to such other address as Mortgagee may designate by notice to the Mortgagor as provided herein.

11. Governing Law; Severability; Costs. 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 Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note 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.

12. Mortgagor's Copy. Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation thereof.

13. Rehabilitation Loan Agreement. Mortgagor shall fulfill all of Mortgagor's obligations under any HHRP rehabilitation, improvement, repair, or other loan agreement which is entered into with Mortgagee. At Mortgagee's option, Mortgagor shall execute and deliver to Mortgagee, in a form acceptable to Mortgagee, an assignment of any rights, claims or defenses which Mortgagor may have against parties who supply labor, materials or services in connection with improvements made to the Property.

14. Transfer of the Property. If all or any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Mortgagor is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if a prior mortgage is refinanced, or if the Property is leased or rented, all sums secured by this Mortgage shall immediately become due and payable. Provided, however, a transfer to person who is an heir or devisee of Mortgagor, upon the death of Mortgagor, shall be permissible provided that the Note and this Mortgage are not then in default and that said person: (a) occupies the Property as their principal place of residence; (b) qualifies under the income eligibility requirements set forth in Rule 67-50, F.A.C. and 24 CFR Part 92; and (c) executes such documents (including without limitation an agreement assuming the obligations under the Note and this Mortgage) and pays such fees and charges as Mortgagee may reasonably require. Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given in accordance with Paragraph 10 hereof within which Mortgagor must pay all sums secured by this Mortgage. If said sums are not paid in full prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand.

15. Acceleration; Remedies. Except as provided in Paragraph 16 hereof, upon the Mortgagor's breach of any covenant or agreement of the Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or in the event that the Mortgagor shall have made a material misrepresentation or material omission in Mortgagor's application for the loan evidenced by the Note, Mortgagee, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Prior to acceleration of this Mortgage, Mortgagee shall give notice to Mortgagor as provided in Paragraph 10 hereof specifying (1) the breach (if the breach is curable); (2) the action required to cure such breach; (3) a date, not less than ten (10) days from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach 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 Mortgagor 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 Mortgagor acceleration and foreclosure. Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports.

Catastrophic Exception: "In the event the Lender and the servicer, at their sole and absolute discretion, after a loss mitigation analysis, find that a catastrophic event, including but not limited to the Borrower's death or extended illness, or the extended illness of a close family member who depends primarily on the Borrower for support has occurred which substantially and permanently impairs their ability to repay this Note and requires them to sell the Property for an amount less than the Note, that portion of the Note which cannot be satisfied from the proceeds of such sale shall be released."

16. Mortgagor's Right to Reinstate. Notwithstanding the acceleration of the sums secured by this Mortgage due to the Mortgagor's breach, the Mortgagor shall have the right to have any proceedings begun by Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Mortgagor cures all breaches of any other covenants or agreements of Mortgagor contained in this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagor contained in this Mortgage, and in enforcing Mortgagee's remedies as provided in Paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) the Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's interest in the Property and the Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured shall hereby remain in full force and effect as if no acceleration had occurred.

17. Assignment of Revenues; Appointment of Receiver. As additional security hereunder, Mortgagor hereby assigns to Mortgagee the revenues of the Property, provided that Mortgagor shall, prior to acceleration under Paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such revenues as they become due and payable. Upon acceleration under Paragraph 15 hereof or abandonment of the Property, Mortgagee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the revenues of the Property including those past due.

All revenues collected by 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 the reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those revenues actually received.

18. Release. Upon payment of all sums secured by this Mortgage, Mortgagee shall prepare a written satisfaction of this Mortgage.

19. Subordination. Lender and Borrower acknowledge and agree that this Security Instrument is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Mortgage, curing defaults by the Borrower under the First Mortgage, or for any other purpose expressly permitted by the First Mortgage or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. However, if the Property undergoes a refinancing, the Mortgagee reserves the right to review any information relative to the new loan and determine whether the Mortgagee's lien position remains secure. The terms and provisions of the First Mortgage are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. For purposes of this program, the Mortgagee, in its sole discretion may choose to take a further subordinated lien position other than what is contemplated under this paragraph herein if current liens on said Property existed prior to mortgaging the Property under this program. In the event of a foreclosure or deed in lieu of foreclosure of the First Mortgage, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns (other than the Borrower or a related entity of the Borrower), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First

Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Security Instrument shall terminate at the discretion of the Lender upon the Senior Lien Holder's acquisition of title, such termination will not be unreasonably withheld provided that (i) the Lender has been given written notice of a default under the First Mortgage, (ii) the Lender shall not have cured the default under the First Mortgage within the 30-day period provided in such notice sent to the Lender, and (iii) there is not sufficient equity in the Property to satisfy the senior lien (assuming reasonable costs) and the lien of this HHRP loan.

20. **Attorney's Fees.** As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, any, incurred in connection with the collection or enforcement of this Mortgage or of the Note, whether or not suit is brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.

21. **Special HHRP Investment Partnerships Program Covenants, Warrants and Representations.** Mortgagor covenants, represents and warrants to Mortgagee that: (a) the Mortgagor, along with his/her/their family, will occupy the Property as their principal residence; (b) the Property is a single-family residence and is an eligible homeownership activity under Rule 67-50, F.A.C and 24 CFR Part 92; and (c) Mortgagor's totally family income at the time of its application for the Loan was no greater than eighty percent (80%) of the local area median income, so that Mortgagor is a Low-Income Person with the meaning of Rule 67-50, F. A.C. and 24 CFR Part 92.

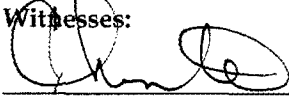

REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER
SUPERIOR MORTGAGES OR DEEDS OF TRUST

Mortgagee requests the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice, at Mortgagee'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.

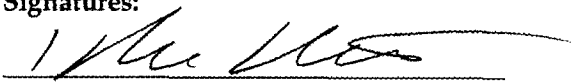
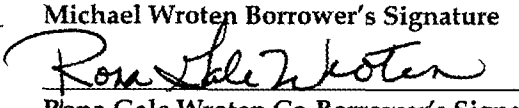
IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on the date first above written.

Signed, sealed in the presence of and delivered:

Witnesses:


Christine Crespo

Jimmie McFall

Signatures:

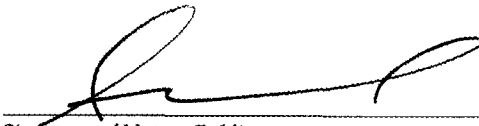

Michael Wroten Borrower's Signature

Rona Gale Wroten Co-Borrower's Signature:

STATE OF FLORIDA
COUNTY OF ESCAMBIA

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The forgoing instrument was acknowledged before me this 12 day of December 2007 by Michael Wroten and Rona Gale Wroten, who did/did not take an oath and who:

☐ is/are personally known to me.
☒ produced current Florida driver's license as identification.
☒ produced current Florida id card as identification.


Signature of Notary Public

(Notary Seal must be affixed)



Name of Notary Printed: _____
My Commission Expires: _____
Commission Number: _____

Order No.: 30236807CA
Customer Reference: SRM-06-1602

Exhibit "A"

Commence at the Southwest corner of Lot 32 in Block D of PENSACOLA HIGHLANDS, a subdivision of Section 9 and a portion of Section 17, Township 1 North, Range 31 West, in Escambia County, Florida, according to the plat of said subdivision recorded in Deed Book 102 at page 178 in the office of the Clerk of the Circuit Court of Escambia County, Florida; thence North along the West line of said Lot 32 a distance of 100 feet to the Point of Beginning of this description; thence continue North along the West line of said Lot 32 a distance of 100 feet to a point; thence East at right angles a distance of 135 feet to a point; thence South at right angles a distance of 100 feet to a point; thence West at right angles a distance of 135 feet to the Point of Beginning.