

# **CERTIFICATION OF TAX DEED APPLICATION**

Sections 197.502 and 197.542, Florida Statutes

DR-513 Rule 12D-16.002 F.A.C Effective 07/19 Page 1 of 2

1225.70

| Application Infor  | mation   |  |   | Salar Salar  |  |  |
|--|--|--|---|--|--|--|
| KEYS FUNDING LL<br>PO BOX 71540  | .C - 2023  | 1540   |   | Applic   | eation date  | Apr 21, 2025   |
| I Will all the Control of the Contro |  |  | Certificate #   |  | 2023 / 6254  |  |
| MOLINO, FL 3257<br>3480 MOLINO RD<br>12-0165-200<br>W 201 FT OF W 33<br>SEC LESS SLY PO<br>P 382   | 3 FT OF S<br>RTION FO  | OR SR 182  | R/W OR 6715   |  |  | 06/01/2023   |
|  |  |  |   | Applic   |  | Column 5: Total  |
|  |  |  |   |  | Interest   | (Column 3 + Column 4)  |
| 06/01/2  | 023  |  | 2,050.93  |  | 102.55   | 2,153.48   |
|  |  |  |   |  | →Part 2: Total*  | 2,153.48   |
| rtificates Redeem  | ed by Ap   | plicant (C   | ther than Co  | unty)  |  |  |
| Column 2 Date of Other Certificate Sale  | Face A   | Amount of  | Column 4 Tax Collector's I  | Fee  | Column 5<br>Interest   | Total<br>(Column 3 + Column 4<br>+ Column 5)   |
| 06/01/2024   |  | 2,103.52   |   | 6.25   | 154.26   | 2,264.03   |
| I  | •  |  |   | <u></u>  | Part 3: Total*   | 2,264.03   |
| ector Certified Am   | ounts (L   | ines 1-7)  |   |  |  |  |
| ificates in applicant's  | possessio  | on and other   | r certificates rec  | deemed<br>Total o  | by applicant<br>Parts 2 + 3 above)   | 4,417.51   |
| es paid by the applica   | ant  |  |   |  |  | 0.00   |
| paid by the applicant  |  |  |   |  |  | 0.00   |
| nation report fee  |  |  |   |  |  | 200.00   |
| cation fee   |  |  |   |  |  | 175.00   |
| ed by tax collector und  | der s.197.   | 542, F.S. (s   | ee Tax Collecto   | or Instru  | ictions, page 2)   | 0.00   |
|  |  |  |   |  |  | 4,792.51   |
|  |  |  |   | y inforn   | nation report fee, ar  | nd tax collector's fees  |
|  |  |  |   |  | Escambia, Florid   | a  |
| ature, Tal Collector or Des  | ignee  |  |   | D  |  |  |
|  | KEYS FUNDING LL PO BOX 71540 PHILADELPHIA, PA MANN CHRISTOPH MANN DAWN C 3480 MOLINO RD MOLINO, FL 325; 3480 MOLINO RD 12-0165-200 W 201 FT OF W 33 SEC LESS SLY PO P 382  PS Owned by App Column Date of Certificates Redeemed Column 2 Date of Other Certificate Sale 06/01/2024  Part of Certified Am ificates in applicant's paid by the applicant of that the property into the column of the column o | PHILADELPHIA, PA 19176- MANN CHRISTOPHER J & MANN DAWN C 3480 MOLINO RD MOLINO, FL 32577 3480 MOLINO RD 12-0165-200 W 201 FT OF W 333 FT OF S SEC LESS SLY PORTION FO P 382  PS Owned by Applicant an Column 2 Date of Certificate Sale 06/01/2023  Tificates Redeemed by Ap Column 2 Column 3 Column 4 Column 5 Column 5 Column 6 Certificate Sale 06/01/2024  Column 7 Column 9 Column 10 Colum | KEYS FUNDING LLC - 2023 PO BOX 71540 PHILADELPHIA, PA 19176-1540  MANN CHRISTOPHER J & MANN DAWN C 3480 MOLINO RD MOLINO, FL 32577 3480 MOLINO RD 12-0165-200 W 201 FT OF W 333 FT OF SW 1/4 OF N SEC LESS SLY PORTION FOR SR 182 P 382  PS Owned by Applicant and Filed with Column 2 Column 2 Pace Amount of Other Certificate Sale O6/01/2023  Poster of Other Certificate Sale Other Certificate Sale O6/01/2024  Poster Certified Amounts (Lines 1-7) Ificates in applicant contains a possession and other certificate Sale of the property information statement is a possession in the property information statement is a possession of the property information statement is a possession and the tax certificates, in the property information statement is a possession and the property information property information property information property | KEYS FUNDING LLC - 2023 PO BOX 71540 PHILADELPHIA, PA 19176-1540  MANN CHRISTOPHER J & MANN DAWN C 3480 MOLINO RD MOLINO, FL 32577 3480 MOLINO RD 12-0165-200 W 201 FT OF W 333 FT OF SW 1/4 OF NE 1/4 OF SEC LESS SLY PORTION FOR SR 182 R/W OR 6715 P 382  PER Owned by Applicant and Filed with Tax Deed Column 2 Date of Certificate Sale O6/01/2023  Total Column 2 Date of Other Certificate O6/01/2024  Column 3 Face Amount of Column 4 Tax Collector's  Column 2 Date of Other Certificate O6/01/2024  Column 3 Face Amount of Other Certificate O6/01/2024  Column 4 Tax Collector's  Column 5 Tax Collector's  Column 6 Tax Collector's  Column 7 Tax Collector's  Column 6 Tax Collector's  Column 7 Tax Collector's  Column 1 Tax Collector's  Column 4 Tax Collector's  Column 5 Tax Collector's  Column 6 Tax Collector's  Column 7 Tax Collector's  Column 8 Tax Collector's  Column 9 Tax Collector's  Column 17 Tax Collector's  Column 17 Tax Collector's  Column 18 Tax Collector's  Column 19 Tax Collector's  Column 19 Tax Collector's  Column 19 Tax Collector's  Column 2 Tax Collector's  Column 3 Tax Collector's  Column 19 Tax Co | REYS FUNDING LLC - 2023 PO BOX 71540 PHILADELPHIA, PA 19176-1540  MANN CHRISTOPHER J & MANN DAWN C 3480 MOLINO RD MOLINO, FL 32577 3480 MOLINO RD 12-0165-200 W 201 FT OF W 333 FT OF SW 1/4 OF NE 1/4 OF SEC LESS SLY PORTION FOR SR 182 R/W OR 6715 P 382  BE Owned by Applicant and Filed with Tax Deed Applicant Official Sale O6/01/2023 Column 2 Column 3 Face Amount of Certificate Sale O6/01/2023 Column 2 Column 3 Face Amount of Certificate Sale O6/01/2024 Column 2 Column 3 Face Amount of Certificate Sale O6/01/2024 Column 3 Face Amount of Other Certificate Sale O6/01/2024 Column 4 Tax Collector's Fee O6/01/2024 Column 5 Face Amount of Other Certificates in applicant Sale Official Sal | REYS FUNDING LLC - 2023   PO BOX 71540   PHILADELPHIA, PA 19176-1540   MANN CHRISTOPHER J & MANN DAWN C 3480 MOLINO RD MOLINO, FL 32577 3480 MOLINO RD 12-0165-200   W 201 FT OF W 333 FT OF SW 1/4 OF NE 1/4 OF SEC LESS SLY PORTION FOR SR 182 R/W OR 6715   P 382 |

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

|   | <ul> <li>A. A. A. H. HELE BALLS 11 (1975).</li> </ul>  | the control of the co |   |
|---|--|--|---|
| t 5: Clerk of Court Certified Amounts (Lines 8-14)                            | and the second second  |  |   |
| Processing tax deed fee   |  |  |   |
| Certified or registered mail charge   |  |  |   |
| Clerk of Court advertising, notice for newspaper, and electronic auction t    | fees   |  |   |
| Recording fee for certificate of notice                                       |  |  |   |
| Sheriff's fees  |  |  |   |
| Interest (see Clerk of Court Instructions, page 2)                            |  |  |   |
|   | Total Paid (L  | ines 8-13)   |   |
| Plus one-half of the assessed value of homestead property, if applicable F.S. | under s. 197.50  | 02(6)(c),  | 89,084.50   |
| Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)        |  |  |   |
|   |  |  |   |
| here: Signature, Clerk of Court or Designee                                   | Date of sale   | 12/03/2025   |   |
|   | Processing tax deed fee  Certified or registered mail charge  Clerk of Court advertising, notice for newspaper, and electronic auction of Recording fee for certificate of notice  Sheriff's fees  Interest (see Clerk of Court Instructions, page 2)  Plus one-half of the assessed value of homestead property, if applicable F.S.  Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable) | Processing tax deed fee  Certified or registered mail charge  Clerk of Court advertising, notice for newspaper, and electronic auction fees  Recording fee for certificate of notice  Sheriff's fees  Interest (see Clerk of Court Instructions, page 2)  Total Paid (L  Plus one-half of the assessed value of homestead property, if applicable under s. 197.56  F.S.  Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)  Date of sale  | Processing tax deed fee  Certified or registered mail charge Clerk of Court advertising, notice for newspaper, and electronic auction fees  Recording fee for certificate of notice Sheriff's fees Interest (see Clerk of Court Instructions, page 2)  Total Paid (Lines 8-13)  Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.  Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)  Date of sale  12/03/2025 |

#### 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: 2500444

| I,<br>KEYS FUNDING LLC - 2023<br>PO BOX 71540<br>PHILADELPHIA, PA 19176                     | -  | _, Florida          | Collector and make tax deed application thereon   |
|---|--|---------------------|---|
| Account Number  | Certificate No.  | Date                | Legal Description   |
| 12-0165-200   | 2023/6254  | 06-01-2023          | W 201 FT OF W 333 FT OF SW 1/4 OF NE<br>1/4 OF SEC LESS SLY PORTION FOR SR<br>182 R/W OR 6715 P 382 |
| pay all delinquent  | nding tax certificates plus<br>t and omitted taxes, plus i<br>tor's fees, property informa | nterest covering th |   |
| Attached is the tax sale cer<br>which are in my possession                                  | • •  | cation is based and | d all other certificates of the same legal description  |
| Electronic signature on fil<br>KEYS FUNDING LLC - 20<br>PO BOX 71540<br>PHILADELPHIA, PA 19 | 023  |                     | <u>04-21-2025</u><br>Application Date   |
| Appli   | cant's signature   |                     |   |



# Gary "Bubba" Peters Escambia County Property Appraiser

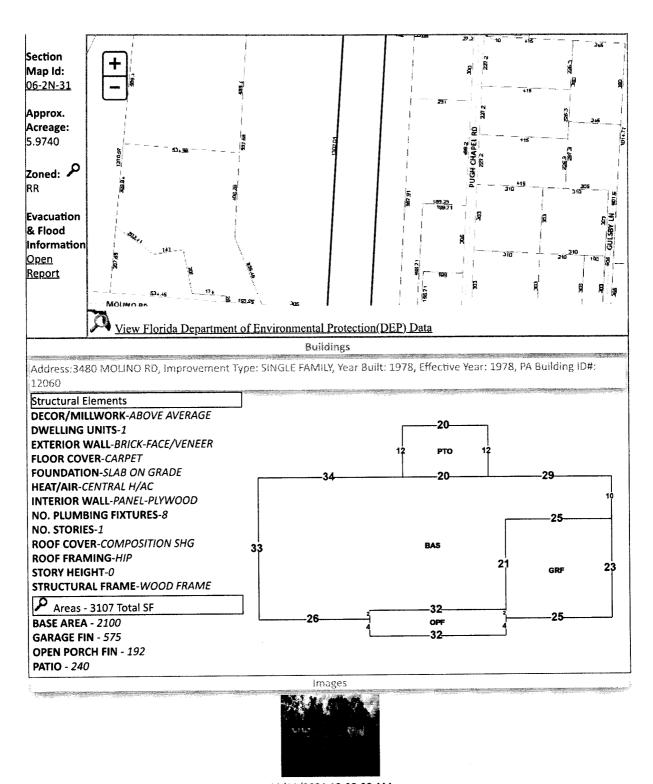
**Real Estate Search** 

**Tangible Property Search** 

Sale List

<u>Back</u>

| Nav. Mode            | ● Account ○ Parcel ID                   | , 🕶             |                |  |                      |                        | Printer Frie   | endly Version                         |
|----------------------|---|-----------------|----------------|--|----------------------|------------------------|--|---------------------------------------|
| General Informa      | ntion                                   |                 |                | Assessi  | ments                |                        |  |                                       |
| Parcel ID:           | 062N311320002001                        |                 |                | Year   | Land                 | Imprv                  | Total  | <u>Cap Val</u>                        |
| Account:             | 120165200                               |                 |                | 2024   | \$59,000             | \$235,113              | \$294,113  | \$178,169                             |
| Owners:              | MANN CHRISTOPHER<br>MANN DAWN C         | 118             | :              | 2023<br>2022   | \$51,684<br>\$51,684 | \$223,571<br>\$204,108 | \$275,255<br>\$255,792   | \$172,980<br>\$167,942                |
| Mail:                | 3480 MOLINO RD<br>MOLINO, FL 32577      |                 |                |  |                      | Disclaime              | `  | · · · · · · · · · · · · · · · · · · · |
| Situs:               | 3480 MOLINO RD 32                       | 577             |                |  |                      | Discialini             | 31<br>   |                                       |
| Use Code:            | SINGLE FAMILY RESID                     | م               |                |  |                      | Tax Estima             | tor  |                                       |
| Taxing<br>Authority: | COUNTY MSTU                             |                 |                | **************************************   | C                    | hange of Ac            | ldress   |                                       |
| Tax Inquiry:         | Open Tax Inquiry Wir                    | <u>ndow</u>     |                | ,  | File fo              | r Exemption            | n(s) Online  |                                       |
|                      | courtesy of Scott Lunsfor               | d               |                |  | 111010               | LACINDUO               | 1(3) 01111110  |                                       |
| Escambia Count       | y Tax Collector                         | e Perogram      |                |  | Re                   | port Storm I           | <u>Damage</u>  |                                       |
| Sales Data Typ       | e List: 🎤                               |                 |                | 2024 C   | ertified Roll E      | xemptions              |  |                                       |
| Sale Date Boo        |   | Multi<br>Parcel | Records        | HOMES  | STEAD EXEMP          | PTION                  |  |                                       |
| 04/05/2011 671       | .5 382 \$155,000 WD                     | N               | D <sub>o</sub> | 11:  | escription           |                        |  | A SHIPPERSON                          |
| - , , -              |   | N               |                | 31   |                      | FT OF SW 1/4           |  | F SEC LESS                            |
| 06/04/2010 660       | • |                 | D <sub>o</sub> | SLY PO   | RTION FOR SE         | R 182 R/W OR           | 6715 P 382   |                                       |
| 09/2005 573          | 32 978 \$283,500 WD                     | N               | D <sub>o</sub> | <u> </u>   |                      |                        |  |                                       |
| 01/1999 436          | 52 806 \$140,000 WD                     | N               | [b             | li managaran da man | eatures              |                        | THE STATE OF THE S |                                       |
| 10/1998 431          | 4 1784 \$100 CT                         | N               | C <sub>o</sub> | BARN<br>FRAME  | CHED                 | - Francisco Company    | or embedgements  |                                       |
| 04/1994 356          | 52 792 \$133,000 WD                     | N               | Ē,             | 11   | STABLE               |                        |  |                                       |
| · .                  | Inquiry courtesy of Pam                 | Childers        | ترے            | POOL   |                      |                        |  |                                       |
|                      | y Clerk of the Circuit Co               |                 | mptroller      |  |                      |                        |  |                                       |
| Parcel Informat      |   |                 |                | И  |                      |                        | Launch Int   | eractive Ma                           |



10/11/2021 12:00:00 AM

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

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2025038374 5/23/2025 1:39 PM
OFF REC BK: 9322 PG: 885 Doc Type: TDN

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That KEYS FUNDING LLC holder of Tax Certificate No. 06254, 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:

W 201 FT OF W 333 FT OF SW 1/4 OF NE 1/4 OF SEC LESS SLY PORTION FOR SR 182 R/W OR 6715 P 382

SECTION 06, TOWNSHIP 2 N, RANGE 31 W

TAX ACCOUNT NUMBER 120165200 (1225-70)

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

#### CHRISTOPHER J MANN and DAWN C MANN

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.

COMP ROLL

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk



# **PERDIDO TITLE SOLUTIONS**

# Precise · Professional · Proven

#### PROPERTY INFORMATION REPORT

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

| THE ATTACHED REP                                     | ORT IS ISSUED TO:  |   |   |                      |
|--|--|---|---|----------------------|
| SCOTT LUNSFORD, E                                    | SCAMBIA COUNTY TA  | X COLLECTOR   |   |                      |
| TAX ACCOUNT #:                                       | 12-0165-200  | _ CERTIFICATE #:  | 2023-625                                    | 54                   |
| REPORT IS LIMITED 7                                  | TITLE INSURANCE. TH<br>TO THE PERSON(S) EXP<br>RT AS THE RECIPIENT(  | RESSLY IDENTIFIED                                       | BY NAME IN THE                              | PROPERTY             |
| listing of the owner(s) of tax information and a lis | pared in accordance with the frecord of the land describe ting and copies of all open in the Official Record Booge 2 herein. | ed herein together with or<br>or unsatisfied leases, mo | current and delinquer ortgages, judgments a | nt ad valorem<br>and |
|  | to: Current year taxes; taxe or face rights of any kind or boundary line disputes.   |   |   |                      |
|  | ure or guarantee the validitace policy, an opinion of ti   |   |   |                      |
| Use of the term "Report"                             | ' herein refers to the Prope   | rty Information Report a                                | nd the documents att                        | ached hereto.        |
| Period Searched: Septem                              | ber 12, 2005 to and inclu  | ding September 12, 202                                  | 25 Abstractor:                              | Andrew Hunt          |
| BY   |  |   |   |                      |
| Malphel  |  |   |   |                      |

Michael A. Campbell, As President Dated: September 15, 2025

#### PROPERTY INFORMATION REPORT

**CONTINUATION PAGE** 

September 15, 2025

Tax Account #: 12-0165-200

1. The Grantee(s) of the last deed(s) of record is/are: CHRISTOPHER J MANN AND DAWN C MANN

By Virtue of Warranty Deed recorded 4/29/2011 in OR 6715/382

- 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 United Bank recorded 9/1/2022 OR 8851/1124
  - b. Lien in favor of Emerald Coast Utilities Authority recorded 9/9/2024 OR 9201/54
  - c. Tax Lien in favor of Department of Revenue recorded 4/21/2006 OR 5888/1747
  - d. Tax Lien in favor of Department of Revenue recorded 12/27/2006 OR 6055/1630
- 4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 12-0165-200 Assessed Value: \$183,335.00

**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

| CEDTIEIC | TION.  | DDODEDT | WINDOM   | ATION REPO | OT EAD TO A |
|----------|--|---------|----------|------------|-------------|
| CRRIFICA | <b>\                                    </b> | PROPERT | YINHUKWI | ATION REPU | AT FUR THA  |

| TAX DEED SALE DATE:   | DEC 3, 2025   |
|---|---|
| TAX ACCOUNT #:  | 12-0165-200   |
| CERTIFICATE #:  | 2023-6254   |
| those persons, firms, and/or  | 97.522, Florida Statutes, the following is a list of names and addresses of agencies having legal interest in or claim against the above-described ced tax sale certificate is being submitted as proper notification of tax deed |
| Notify Escam  | Pensacola, P.O. Box 12910, 32521  bia County, 190 Governmental Center, 32502  bia County tax year.  |
| CHRISTOPHER J MANN .<br>DAWN C MANN<br>3480 MOLINO RD<br>MOLINO, FL 32577 | UNITED BANK 5907 BERRYHILL MEDICAL PARK DR MILTON, FL 32570   |
| EMERALD COAST UTILI<br>9255 STURDEVANT ST<br>PENSACOLA, FL 32514-0        | 1379 BLOUNTSTOWN HWY  |

Certified and delivered to Escambia County Tax Collector, this 15th day of September 2025.

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

BY: Michael A. Campbell, As Its President

Malphel

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 15, 2025 Tax Account #:12-0165-200

# LEGAL DESCRIPTION EXHIBIT "A"

W 201 FT OF W 333 FT OF SW 1/4 OF NE 1/4 OF SEC LESS SLY PORTION FOR SR 182 R/W OR 6715 P 382

**SECTION 06, TOWNSHIP 2 N, RANGE 31 W** 

**TAX ACCOUNT NUMBER 12-0165-200(1225-70)** 

Recorded in Public Records 04/29/2011 at 12:10 PM OR Book 6715 Page 382, Instrument #2011028251, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$27.00 Deed Stamps \$1085.00

1:-144

#27.cc #1085.cc

> This Instrument Was Prepared By: Heather Ryan Southern Financial Title Services 450 N Park Road Ste 410 Hollywood, FL 33021 File No.: 10-5881

Tax Folio No.: 12-0165-200 **SALES PRICE**: \$155,000.00

#### SPECIAL WARRANTY DEED

(Corporate Seller POA/Trust)

THIS INDENTURE, made this 5th day of April, 2011, between U.S. Bank National Association, as Trustee for the GSAMP Trust 2006-HE2 Mortgage Pass-Through Certificates, Series 2006-HE2, whose post-office mailing address is 4828 Loop Central Drive, Houston, TX 77081, hereinafter called the Grantor, and Christopher J. Mann and Dawn C. Mann, whose post office mailing address is 3480 Molino Rd, Molino, FL 32577, hereinafter called the Grantee.

(Wherever used herein the terms "Grantor" and "Grantee" include the parties to this instrument and their heirs, legal representatives and assignees of individuals, and assigns of corporations)

WITNESSETH: the Grantor, for and in consideration of the sum of TEN and 00/100 (\$10.00) DOLLARS and other good and valuable consideration, receipt whereof is hereby acknowledged, by these presents, does grant, bargain and sell, alien, remise, release, convey and confirm unto the Grantee all that certain land, situate in Escambia County Florida, to-wit:

The West 201.0 feet, of the West 333.0 feet, of the Southwest Quarter of the Northeast Quarter of Section 6, Township 2 North, Range 31 West, Escambia County, Florida

A/k/a: 3480 Molino Rd., Molino, FL 325777

Subject to: Restrictions, limitations, conditions, reservations, covenants and easements of record, if any; all applicable zoning ordinances; and taxes for the current year and subsequent years.

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

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the Grantor.

Pursuant to the provisions of Sec. 689.071, F.S., the within named Trustee has the power and authority to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the above-described real property.

The undersigned Agent further states that the below-described Power of Attorney has not been heretofore revoked by the Principal and is still in full force and effect.

Wherever the text in this Special Warranty Deed so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural.

**DoubleTimes** 

BK: 6715 PG: 383

Wherever the text in this Special Warranty Deed so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural.

IN WITNESS WHEREOF the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officer(s) thereunto duly authorized, the day and year first above written

Signed, sealed and delivered in our presence:

U.S. Bank National Association, as Trustee for the GSAMP Trust 2006-HE2 Mortgage Pass-Through Certificates, Series 2006-HE2

(Seal)

By: Litton Loan Servicing LP Its Attorney-in-Fact

By: Attorney-in-Fact

By: Attorney-in-Fact

By: Attorney-in-Fact

Print Name:

JENNIFER M. MARTINEZ
MY COMMISSION EXPIRES
AUGUST 27, 2011

My commission expires:

Special Warranty Deed - Page 2

DoubleTime

BK: 6715 PG: 384 Last Page

State of Florida County of Escambia

#### ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinance Chapter 1-29.2, Article V, Seller of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that ESCAMBIA COUNTY DOES NOT ACCEPT ROADS FOR MAINTENANCE THAT HAVE NOT BEEN BUILT OR IMPROVED TO MEET COUNTY STANDARDS. Escambia County Code of Ordinance Chapter 1-29.2, Article V, requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a part of the public records of Escambia County, Florida.

Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

| NAME OF ROADWAY: Molino Road<br>LEGAL ADDRESS OF PROPERTY: 3480 Molino Road, Molino, FL 32577  |
|--|
| THE COUNTY (_X_) HAS ACCEPTED, () HAS NOT ACCEPTED THE ABUTTING ROADWAY FOR () DIRT, (_X_) PAVED MAINTENANCE   |
| The foregoing instrument has been furnished by the Public Works department of Escambia County, Florida, on this April 21, 2011   |
| Seller: IntentionallyLeft Blank  |
| US National Association Trustee for GSAMP Trust 2006-HE2   |
| Seller:  |
| The foregoing instrument was acknowledged before me this day of April 11 by US National Association Trustee for GSAMP Trust 2006-HE2 and who is/ are personally known to me or () have produced as identification.   |
| Notary Public:   |
| ***********  |
| Buyer: Christopher I Mann  Buyer: Live Low Dawn C Mann   |
| The foregoing instrument was acknowledged before me this 2 day of April 11 by Christopher J Mann and Dawn C Mann who is/ are personally known to me or () have produced as identification.   |
| Notary Public:  Notary Public: |
| A PRINC OF   |

Recorded in Public Records 9/1/2022 9:54 AM OR Book 8851 Page 1124, Instrument #2022088985, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$61.00 MTG Stamps \$249.55 Int. Tax \$142.60

#### RECORDATION REQUESTED BY:

United Bank Florida Mortgage Services 5907 Berryhill Medical Park Dr. Milton, FL 32570

#### WHEN RECORDED MAIL TO:

United Bank
Florida Mortgage Services
5907 Berryhill Medical Park Dr.
Milton, FL 32570

This Mortgage prepared by:

Name: United Bank

Company: Address: 200 E Nashville Ave, Atmore, AL 36502



#### **MORTGAGE**

THIS MORTGAGE dated August 23, 2022, is made and executed between Dawn C. Mann, Spouse of Christopher J Mann, whose address is 3480 Molino Rd, Molino, FL 32577 and Christopher J Mann, Spouse of Dawn C, Mann, whose address is 3480 Molino Rd, Molino, FL 32577 (referred to below as "Grantor") and United Bank, whose address is 5907 Berryhill Medical Park Dr., Milton, FL 32570 (referred to below as "Lender").

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

See Exhibit A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth

The Real Property or its address is commonly known as 3480 Molino Rd, Molino, FL 32577.

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$71,300.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

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

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

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

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property to make such inspections and tests, at Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Mortgage or as a consequence of any use, generation, manufacture, stora

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to

#### **MORTGAGE** (Continued)

Page 2

any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent

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

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

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

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

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

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Mortgage upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Florida law.

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

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

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

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

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

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

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Policies shall be written by such insurance companies and in such form as may be reasonably acceptable to Lender. Grantor shall deliver to Lender certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of thirty (30) days' prior written notice to Lender and not containing any disclaimer of the insurer's liability for failure to give such notice. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations. statutes and regulations.

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

LENDER'S EXPENDITURES. If Grantor fails (A) to keep the Property free of all taxes, liens, security interests, encumbrances, and other claims, (B) to provide any required insurance on the Property, or (C) to make repairs to the Property then Lender may do so. If any action or proceeding is commenced that would materially affect Lender's interests in the Property, then Lender on Grantor's behalf may, but is not required to, take any action that Lender believes to be appropriate to protect Lender's interests. All expenses incurred or paid by Lender for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Grantor. All such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Mortgage also will secure payment of these amounts. The rights provided for in

#### **MORTGAGE** (Continued)

Page 3

this paragraph shall be in addition to any other rights or any remedies to which Lender may be entitled on account of any default. Any such action by Lender shall not be construed as curing the default so as to bar Lender from any remedy that it otherwise would have had.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### MORTGAGE (Continued)

Page 4

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

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

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

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

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

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

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

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

Insecurity. Lender in good faith believes itself insecure.

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

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

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

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

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

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

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

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

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

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

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

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

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

 $\textbf{MISCELLANEOUS PROVISIONS.} \ \ \text{The following miscellaneous provisions are a part of this Mortgage:}$ 

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

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

# MORTGAGE (Continued)

Page 5

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the State of Florida.

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of Escambia County, State of Florida.

Joint and Several Liability. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

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

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

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

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

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

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

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

Borrower. The word "Borrower" means Dawn C. Mann and Christopher J Mann and includes all co-signers and co-makers signing the Note and all their successors and assigns.

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

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

Grantor. The word "Grantor" means Dawn C. Mann and Christopher J Mann.

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

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

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

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and any amounts expended or advanced by Lender to discharge Grantor's obligations or expenses incurred by Lender to enforce Grantor's obligations under this Mortgage, together with interest on such amounts as provided in this Mortgage.

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

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

Note. The word "Note" means the promissory note dated August 23, 2022, in the original principal amount of \$71,300.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

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

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

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

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

#### **MORTGAGE** (Continued)

Page 6

|  | ÷.  |
|--|---|
| EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVI  | SIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS  |
| GRANTOR:  X Dawn C. Mann   |   |
| X Christopher J Mann   |   |
| WITNESSES:   |   |
| MINNIE SMITH   |   |
| INDIVIDUAL ACI   | KNOWLEDGMENT  |
| STATE OF FLORIDA   | )   |
| COUNTY OF SANTA ROSA   | ) SS<br>)   |
| The foregoing instrument was acknowledged before me by means of day of AUGUST , 20 22 by me or who have produced 1.2 L/L as  | Mphysical presence or □online notarization, this 23rd Dawn C. Mann and Christopher J Mann, who are personally known to identification. wife and husband |
|  | Ocusa 5 Levith (Signature of Person Taking Acknowledgment)  |
| DONNA S. PERRITT Commission # HH 080786 Expires February 8, 2025 Bonded Thru Troy Fain Insurance 800-385-7019  | (Name of Acknowledger Typed, Printed or Stamped)  |
| Control is the state of the sta | (Title or Rank)   |
|  | (Serial Number, if any)   |
|  |   |
| Originator Names and Nationwide Mortgage Licensing   | System and Registry IDs:  |
| Organization: United Bank  | NMLSR ID: 494759  |
| Individual: Marcie Hunt  | NMLSR ID: 2278273   |
| LaserPro, Ver. 21.4.0.034 Copr. Finastra USA Corporation 1997<br>TR-109  | , 2022. All Rights Reserved FL F:\PROSUITE\CFI\LPL\G03.FC<br>036 PR-14  |

BK: 8851 PG: 1130 Last Page

### EXHIBIT "A"

The West 201.0 feet of the West 333.0 feet of the Southwest quarter of the Northeast quarter of Section 6, Township 2 North, Range 31 West, Escambia County, Florida. LESS the Southern portion lying within the road right of way.

Recorded in Public Records 9/9/2024 2:22 PM OR Book 9201 Page 54, Instrument #2024068935, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

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

#### **NOTICE OF LIEN**



#### STATE OF FLORIDA COUNTY OF ESCAMBIA

Customer: Dawn C Mann & Christopher J Mann

Notice is hereby given that the EMERALD COAST UTILITES AUTHORITY has a lien against the following described real property situated in Escambia County, Florida, for water, wastewater and/or sanitation service provided to the following customer: W 201 FT OF W 333 FT OF SW 1/4 OF NE 1/4 OF SEC LESS SLY PORTION FOR SR 182 R/W OR 6715 P 382

| Account Number: 326655-140861   |
|---|
| Amount of Lien: \$178.36 , together with additional unpaid utility service charges, if any, which may accrue subsequent to the date of this notice and simple interest on unpaid charges at 18 percent per annum, or at such lesser rate as may be allowed by law.  |
| This lien is imposed in accordance with Section 159.17, Florida Statutes, Chapter 92-248, Laws of Florida, as amended and Emerald Coast Utilities Authority Resolution 87-10, as amended, and this lien shall be prior to all other liens on such lands or premises except the lien of state, county, and municipal taxes and shall be on a parity with the lien of such state, county, and municipal taxes.          |
| Provided however, that if the above-named customer has conveyed said property by means of deed recorded in the public records of Escambia County, Florida, prior to the recording of this instrument, or if the interest of the above-named customer is foreclosed by a proceeding in which notice of lis pendens has been filed prior to the recording of this instrument, this lien shall be void and of no effect. |
| Dated: 09/06/2024   |
| BY: DWONNAL THE STATE OF FLORIDA  |
| COUNTY OF ESCAMBIA  The foregoing instrument was acknowledged before me this 6th day of   September , 20 <sup>24</sup> , by Savannah Shelby of the Emerald   Coast Utilities Authority, who is personally known to me and who did not take an oath.   |
| JOHN W. GAINES III  Notary Public - State of Florida  Commission # #H 152115  My Comm. Expires Jul 12, 2025  Bonded through National Notary Assn.  RWK:ls  Revised 05/31/11   |

Recorded in Public Records 04/21/2006 at 01:00 PM OR Book 5888 Page 1747, Instrument #2006040221, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00



#### State of Florida Department of Revenue **NOTICE OF TAX LIEN**

UT Account No.: 2349167

Lien No.: 06-003672

CRAIG MILLER

FIRST COMMAND FINANCIAL PLANNING

15 W MAIN ST \$ 10.00 DUE

PENSACOLA, FL 32502

CLERK OF THE CIRCUIT COURT 223 PALAFOX PLACE PENSACOLA, FL 32501-5845

Pursuant to the provisions of Section 443.141(3)(a) and (g) Florida Statutes, known as the lien provisions of the Florida Unemployment Compensation Law, notice is hereby given that the above named employer is liable for the payment of unemployment tax to the Florida Department of Revenue. Pursuant to the provisions of said law, the following tax, interest, penalties, and fees which after demand for payment thereof remain unpaid, and that by virtue of the above mentioned law, the amount of said taxes together with interest, penalties, and other costs that may accrue in addition thereto, constitute a lien in favor of STATE OF FLORIDA DEPARTMENT OF REVENUE upon the title to and interest, whether legal or equitable, in any real property, chattels real, or personal property of said employer. Interest on unpaid tax will continue to accrue at 12 percent per annum until paid in full.

Please record this tax lien which has been prepared by a public officer other than a notary public. Send your invoice and docketing information to: FLORIDA DEPARTMENT OF REVENUE

**UT COLLECTIONS** 

1379 BLOUNTSTOWN HIGHWAY

TALLAHASSEE, FL 32304-2716

Periods for which taxes, interest, penalties, and fees have been assessed, and the amounts thereof, are as follows:

| Q/YR   | TAX DUE | INTEREST AS OF 04/30/2006 | PENALTY DUE | SERVICE DUE | FILING FEE |
|--------|---------|---------------------------|-------------|-------------|------------|
| 1/2005 | 378.00  | 41.58                     | 150.00      |             | 20.00      |
| 1      |         |                           |             |             |            |
|        | ·       |                           |             |             |            |
|        |         |                           | ,           |             |            |
|        |         |                           |             |             |            |
|        |         |                           |             | ,           |            |

TOTAL AMOUNT OF TAX LIEN |

Witness my hand and official seal in this City of \_\_\_\_\_TALLAHASSEE

589.58 County, Florida,

LEON

this 15TH day of APR.II.

2006 Jim Zingale, Executive Director

Department of Revenue State of Florida

This Instrument Prepared by:

Authorized Agent

UCT-18LC N. 07/04

Recorded in Public Records 12/27/2006 at 08:52 AM OR Book 6055 Page 1630, Instrument #2006127239, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00



#### State of Florida Department of Revenue **NOTICE OF TAX LIEN**

UT Account No.:

2349167

Lien No.: 06-121264

CRAIG MILLER

FIRST COMMAND FINANCIAL PLANNING

15 W MAIN ST

PENSACOLA, FL 32502

CLERK OF THE CIRCUIT COURT 223 PALAFOX PLACE PENSACOLA, FL 32501-5845

Pursuant to the provisions of Section 443.141(3)(a) and (g) Florida Statutes, known as the lien provisions of the Florida Unemployment Compensation Law, notice is hereby given that the above named employer is liable for the payment of unemployment tax to the Florida Department of Revenue. Pursuant to the provisions of said law, the following tax, interest, penalties, and fees which after demand for payment thereof remain unpaid, and that by virtue of the above mentioned law, the amount of said taxes together with interest, penalties, and other costs that may accrue in addition thereto, constitute a lien in favor of STATE OF FLORIDA DEPARTMENT OF REVENUE upon the title to and interest, whether legal or equitable, in any real property, chattels real, or personal property of said employer. Interest on unpaid tax will continue to accrue at 12 percent per annum until paid in full.

Please record this tax lien which has been prepared by a public officer other than a notary public. Send your invoice and docketing information to: FLORIDA DEPARTMENT OF REVENUE **UT COLLECTIONS** 

1379 BLOUNTSTOWN HIGHWAY TALLAHASSEE, FL 32304-2716

Periods for which taxes, interest, penalties, and fees have been assessed, and the amounts thereof, are as follows:

| Q/YR                       | TAX DUE | INTEREST AS OF 10/31/2006 | PENALTY DUE                | SERVICE DUE | FILING FEE |
|----------------------------|---------|---------------------------|----------------------------|-------------|------------|
| 1/2003<br>3/2003<br>4/2003 | 100.00  | 35.00                     | 180.87<br>300.00<br>275.00 |             |            |
|                            |         |                           |                            |             | 20.00      |
|                            |         |                           |                            |             |            |
|                            |         |                           |                            |             |            |
|                            |         |                           |                            |             |            |
|                            |         |                           |                            |             |            |

TOTAL AMOUNT OF TAX LIEN

910.87

LEON \_\_\_\_\_ County, Florida,

this <u>26TH</u> day of \_

SEPTEMBER

2006

Jim Zingale, Executive Director Department of Revenue State of Florida

This Instrument Prepared by:

Authorized Agent

UCT-18LC N. 07/04