

# **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

1225.72

Applicant Name Applicant Address	KEYS FUNDING PO BOX 71540 PHILADELPHIA		1540		Application date		Apr 21, 2025
Property description	STEADHAM KATHY W LIFE EST STEADHAM LEANN STEADHAM WESLEY STEADHAM CASEY				Certificate #		2023 / 6609
	5641 N CENTU CENTURY, FL 5641 N CENTU 12-1650-230 BEG AT NE CO MIN 5 SEC W A DEG 33 M (Full	32535 RY BLVD R OF SE 1/4 ILG N LI OF S	E1/4 1320		Date ce	rtificate issued	06/01/2023
Part 2: Certificat	es Owned by /	pplicant an	d Filed w	ith Tax Deed	Applica	tion	
Column 1 Certificate Number		lumn 2 ertificate Sale		olumn 3	Column 4 Interest		Column 5: Total (Column 3 + Column 4)
# 2023/6609		1/2023	1 200 7 1111	682.55	<del> </del>		757.77
			<u>.l.</u>		<u> </u>	→Part 2: Total*	757.77
Part 3: Other Ce	rtificates Rede	emed by Ap	plicant (C	Other than Co	unty)		
Column 1 Certificate Number	Column 2 Date of Other Certificate Sal	Face /	Column 3 ace Amount of ther Certificate  Column 4 Tax Collector's Fee Interest			Total (Column 3 + Column 4	
	OCITINOSIO GUI	Other v	Certificate	Tax Collector 3		Interest	+ Column 5)
# /	ocitinosto our	outer (	Cerimicate	Tax Golecus 3		Part 3: Total*	
							+ Column 5)
Part 4: Tax Colle  1. Cost of all cert	ector Certified	Amounts (L	ines 1-7)	er certificates rec	deemed t	Part 3: Total*	+ Column 5)  0.00
Part 4: Tax Colle	ector Certified	Amounts (L	ines 1-7)	er certificates rec	deemed t	Part 3: Total*	+ Column 5)  0.00
Part 4: Tax Colle 1. Cost of all cert 2. Delinquent tax	ector Certified	Amounts (L nt's possession	ines 1-7)	er certificates rec	deemed t	Part 3: Total*	+ Column 5) 0.00
Part 4: Tax Colle 1. Cost of all cert 2. Delinquent tax 3. Current taxes	ector Certified ificates in applicates paid by the application	Amounts (L nt's possession	ines 1-7)	er certificates rec	deemed t	Part 3: Total*	+ Column 5)  0.00  757.77
Part 4: Tax Colle 1. Cost of all cert 2. Delinquent tax 3. Current taxes	ector Certified ificates in applicates es paid by the applicated by the application report fee	Amounts (L nt's possession	ines 1-7)	er certificates rec	deemed t	Part 3: Total*	+ Column 5)  0.00  757.77  0.00  586.16  200.00
Part 4: Tax Colle 1. Cost of all cert 2. Delinquent tax 3. Current taxes 4. Property inforr	ector Certified ificates in applica es paid by the applica paid by the applica mation report fee ication fee	Amounts (L nt's possession plicant ant	ines 1-7) on and othe	er certificates rec	deemed to Total of F	Part 3: Total*  by applicant  Parts 2 + 3 above)	+ Column 5)  0.00  757.77  0.00  586.16
Part 4: Tax Colle 1. Cost of all cert 2. Delinquent tax 3. Current taxes 4. Property inforr 5. Tax deed appl	ector Certified ificates in applica es paid by the applica paid by the applica mation report fee ication fee	Amounts (L nt's possession plicant ant	ines 1-7) on and othe	er certificates rec	deemed to Total of F	Part 3: Total*  by applicant  Parts 2 + 3 above)	+ Column 5)  0.00  757.77  0.00  586.16  200.00  175.00
Part 4: Tax Colle  1. Cost of all cert  2. Delinquent tax  3. Current taxes  4. Property inform  5. Tax deed appl  6. Interest accrue  7.	ector Certified ificates in applica es paid by the applica paid by the applica nation report fee ication fee ed by tax collecto	Amounts (Lent's possession plicant ant ender s.197.	ines 1-7) on and other	see Tax Collecto	deemed to Total of Formation Instruction	Part 3: Total*  by applicant Parts 2 + 3 above  tions, page 2)  Paid (Lines 1-6)	+ Column 5)  0.00  757.77  0.00  586.16  200.00  175.00  0.00
Part 4: Tax Colle 1. Cost of all cert 2. Delinquent tax 3. Current taxes 4. Property inforr 5. Tax deed appl 6. Interest accrue 7.	ector Certified ificates in applica es paid by the applica paid by the applica nation report fee ication fee ed by tax collecto	Amounts (Lent's possession plicant ant ender s.197.	ines 1-7) on and other	see Tax Collecto	deemed to Total of Formation Instruction	Part 3: Total*  by applicant Parts 2 + 3 above  tions, page 2)  Paid (Lines 1-6)	+ Column 5)  0.00  757.77  0.00  586.16  200.00  175.00  0.00  1,718.93  and tax collector's fees

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

Par	rt 5: Clerk of Court Certified Amounts (Lines 8-14)			
8.				
9.	Certified or registered mail charge			
10.	Clerk of Court advertising, notice for newspaper, and electronic auction	fees		
11.	Recording fee for certificate of notice			
12.	Sheriff's fees			
13.	Interest (see Clerk of Court Instructions, page 2)	·		
14.		Total Paid (L	ines 8-13)	
15.	Plus one-half of the assessed value of homestead property, if applicable F.S.	e under s. 197.5	02(6)(c),	39,971.00
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)			
Sign	here: Signature, Clerk of Court or Designee	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.

BEG AT NE COR OF SE 1/4 OF SEC N 87 DEG 28 MIN 5 SEC W ALG N LI OF SE1/4 1320 12/100 FT S 2 DEG 33 MIN 14 SEC W ALG W LI OF NE1/4 OF SE1/4 429 75/100 FT FOR POB S 52 DEG 44 MIN 13 SEC E 82 01/100 FT S 37 DEG 13 MIN 50 SEC W 60 FT S 52 DEG 44 MIN 13 SEC E ALG S LI OF 60 FT WIDE ACCESS RD 461 90/100 FT S 37 DEG 12 MIN 49 SEC W ALG A LI BEING 213 FT NW OF & PARL SR 95 242 17/100 FT S 52 DEG 46 MIN 11 SEC E 53 FT TO NWLY R/W LI OF SR 95 S 37 DEG 13 MIN 49 SEC W ALG R/W 130 FT S 52 DEG 46 MIN 11 SEC E 20 FT S 37 DEG 13 MIN 50 SEC W ALG R/W 318 FT N 52 DEG 25 MIN 32 SEC W 346 96/100 FT N 39 DEG 12 MIN 27 SEC 341 38/100 FT N 2 DEG 33 MIN 14 SEC E 264 42/100 FT CONT N 2 DEG 33 MIN 14 SEC E ALG W LI OF NE1/4 OF SE1/4 OF SEC 230 76/100 FT TO POB OR 7263 P 169

## APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

Application Number: 2500368

To: Tax Collector of	ESCAMBIA COUNTY	, Florida
Í,		
<b>KEYS FUNDING LLC</b> -	8023	
PO BOX 71540		

PHILADELPHIA, PA 19176-1540,

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

Account Number	Certificate No.	Date	Legal Description
12-1650-230	2023/6609	06-01-2023	BEG AT NE COR OF SE 1/4 OF SEC N 87 DEG 28 MIN 5 SEC W ALG N LI OF SE1/4 1320 12/100 FT S 2 DEG 33 MIN 14 SEC W ALG W LI OF NE1/4 OF SE1/4 429 75/100 FT FOR POB S 52 DEG 44 MIN 13 SEC E 82 01/100 FT S 37 DEG 13 MIN 50 SEC W 60 FT S 52 DEG 44 MIN 13 SEC E ALG S LI OF 60 FT WIDE ACCESS RD 461 90/100 FT S 37 DEG 12 MIN 49 SEC W ALG A LI BEING 213 FT NW OF & PARL SR 95 242 17/100 FT S 52 DEG 46 MIN 11 SEC E 53 FT TO NWLY R/W LI OF SR 95 S 37 DEG 13 MIN 49 SEC W ALG R/W 130 FT S 52 DEG 46 MIN 11 SEC E 20 FT S 37 DEG 13 MIN 50 SEC W ALG R/W 318 FT N 52 DEG 25 MIN 32 SEC W 346 96/100 FT N 39 DEG 12 MIN 27 SEC 341 38/100 FT N 2 DEG 33 MIN 14 SEC E 264 42/100 FT CONT N 2 DEG 33 MIN 14 SEC E ALG W LI OF NE1/4 OF SE1/4 OF SEC 230 76/100 FT TO POB OR 7263 P 169

### I agree to:

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

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

Electronic signature on file KEYS FUNDING LLC - 8023 PO BOX 71540 PHILADELPHIA, PA 19176-1540

04-21-2025 Application Date Applicant's signature



# Gary "Bubba" Peters Escambia County Property Appraiser

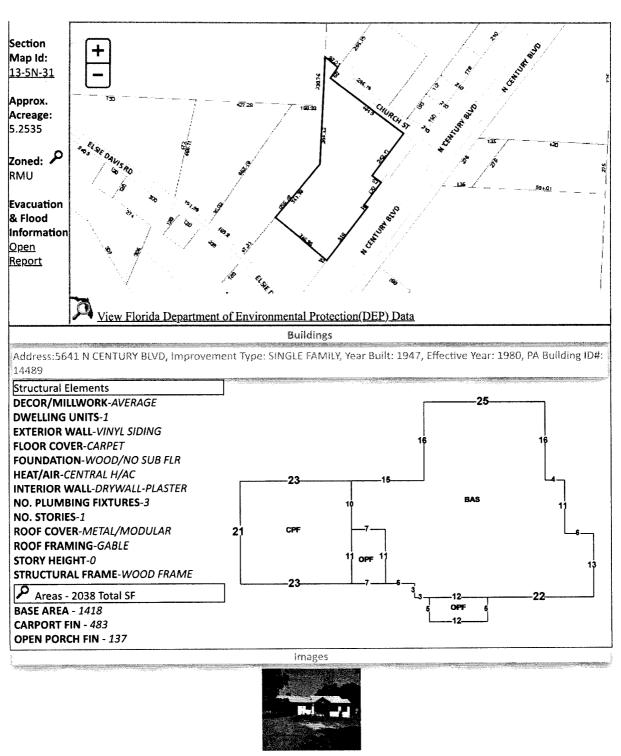
**Real Estate Search** 

**Tangible Property Search** 

Sale List

#### <u>Back</u>

General Info	ormation						Assessi	nents			<del></del>
The second secon	135N314		00006	OR PURSUE			Year	Land	Imprv	Total	Cap Val
Account:	1216502						2024	\$38,250	\$112,027	\$150,277	\$79,94
Owners:	STEADH	AM KA	THY W LII ANN STEA		M WESLEY STE	ADHAM	2023 2022	\$38,250 \$17,790	\$106,181 \$96,422	\$144,431 \$114,212	\$77,61 \$75,35
Mail:	5641 N C								Disclaim	er	W
Situs:	5641 N (	CENTU	RY BLVD	32535					Tax Estima	ator	
Use Code:	SINGLE F	FAMIL	RESID	)				-			
Taxing Authority:	COUNTY						process	na Philinesson Unit opinishing 11741-1779	nange of A	AND DESCRIPTION OF THE PARTY OF	Become the figure of the second of the contract of the second of the sec
Tax Inquiry: Tax Inquiry Escambia C	link court	tesy of							r Exemptio ort Storm		
Sales Data			Value	-	Multi Parcel		ALLE SAN AND S		I Exemptions		a Antik
Sale Date		-			N N	Colus			,		
05/06/202			\$100								
04/29/202			\$100		N		11	escription	SE 1/4 OF S	FC N 97 DFC	20 MAIN E
11/21/201	4 7263	169	\$60,000	WD	N	<u> </u>			SE 1/4 OF 3 SE1/4 1320		
07/23/201	3 7049	1299	\$100	OT	N	D)		1 SEC W		12, 100 0	
04/23/201	2 6847	1638	\$100	ОТ	N	D <sub>o</sub>		7 JEC 11 1			
08/2004	5516	373	\$100	WD	N	Ľ,					
06/1996	3990	801	\$100	WD	N	Ľ,					
06/1990	3407	272	\$500	WD	N	C <sub>o</sub>		eatures GARAGE		ama ni Najiri	And The State of t
Official Rec						**	IVIL IAL	, GANAGE			
	auntu Cla	ark af	the Circuit	Can	t and Comptr	oller	31				



4/25/2022 12:00:00 AM

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

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2025038376 5/23/2025 1:39 PM
OFF REC BK: 9322 PG: 887 Doc Type: TDN

# NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **KEYS FUNDING LLC** holder of **Tax Certificate No. 06609**, 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:

(see attached)

### **SECTION 13, TOWNSHIP 5 N, RANGE 31 W**

TAX ACCOUNT NUMBER 121650230 (1225-72)

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

# KATHY W STEADHAM LIFE EST and LEANN STEADHAM and WESLEY STEADHAM and CASEY STEADHAM

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.

COUNTRUM

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

# **LEGAL DESCRIPTION**

BEG AT NE COR OF SE 1/4 OF SEC N 87 DEG 28 MIN 5 SEC W ALG N LI OF SE1/4 1320 12/100 FT S 2 DEG 33 MIN 14 SEC W ALG W LI OF NE1/4 OF SE1/4 429 75/100 FT FOR POB S 52 DEG 44 MIN 13 SEC E 82 01/100 FT S 37 DEG 13 MIN 50 SEC W 60 FT S 52 DEG 44 MIN 13 SEC E ALG S LI OF 60 FT WIDE ACCESS RD 461 90/100 FT S 37 DEG 12 MIN 49 SEC W ALG A LI BEING 213 FT NW OF & PARL SR 95 242 17/100 FT S 52 DEG 46 MIN 11 SEC E 53 FT TO NWLY R/W LI OF SR 95 S 37 DEG 13 MIN 49 SEC W ALG R/W 130 FT S 52 DEG 46 MIN 11 SEC E 20 FT S 37 DEG 13 MIN 50 SEC W ALG R/W 318 FT N 52 DEG 25 MIN 32 SEC W 346 96/100 FT N 39 DEG 12 MIN 27 SEC 341 38/100 FT N 2 DEG 33 MIN 14 SEC E 264 42/100 FT CONT N 2 DEG 33 MIN 14 SEC E ALG W LI OF NE1/4 OF SE1/4 OF SEC 230 76/100 FT TO POB OR 7263 P 169



# **PERDIDO TITLE SOLUTIONS**

# Precise · Professional · Proven

### PROPERTY INFORMATION REPORT

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

THE ATTACHED REPO	ORT IS ISSUED TO:		
SCOTT LUNSFORD, E	SCAMBIA COUNTY TA	X COLLECTOR	
TAX ACCOUNT #:	12-1650-230	CERTIFICATE #:	2023-6609
REPORT IS LIMITED T	TO THE PERSON(S) EXP		RS OR OMISSIONS IN THIS NAME IN THE PROPERTY FORMATION REPORT.
listing of the owner(s) of tax information and a list	record of the land describing and copies of all open the Official Record Boo	ed herein together with curre or unsatisfied leases, mortga	aser named above includes a cent and delinquent ad valorem ages, judgments and ida that encumber the title to
	rface rights of any kind or		or in subsequent years; oil, gas, ons, and covenants of record;
			ment attached, nor is it to be y other form of guarantee or
Use of the term "Report"	herein refers to the Prope	rty Information Report and t	he documents attached hereto.
Period Searched: Septem	ber 12, 2005 to and inclu	ding September 12, 2025	Abstractor: Andrew Hunt
BY			
Malphel			

As President Dated: September 15, 2025

Michael A. Campbell,

#### PROPERTY INFORMATION REPORT

**CONTINUATION PAGE** 

September 15, 2025

Tax Account #: 12-1650-230

1. The Grantee(s) of the last deed(s) of record is/are: KATHY W STEADHAM AS TO A LIFE ESTATE, LEANN STEADHAM, WESLEY STEADHAM, AND CASEY STEADHAM

By Virtue of Warranty Deed recorded 11/24/2014 in OR 7263/169 together with Death Certificate recorded 4/29/2024 in OR 9138/234 and Enhanced Life Estate Deed recorded 5/6/2024 in OR 9142/600

- 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 US Small Business Administration recorded 5/25/2016 OR 7529/1566
  - b. Mortgage in favor of 1900 Capital Trust II recorded 6/25/2025 OR 9338/1768 together with Assignment recorded 8/7/2025 OR 9360/359
  - c. Lien in favor of Emerald Coast Utilities Authority recorded 8/19/2024 OR 9191/26
- 4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 12-1650-230 Assessed Value: \$82,260.00

**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

<b>CERTIFICATION: PROPERTY INFORMATION RE</b>	EPORT FOR TDA
TAX DEED SALE DATE:	DEC 3, 2025
TAX ACCOUNT #:	12-1650-230
CERTIFICATE #:	2023-6609
In compliance with Section 197.522, Florida Statutes, those persons, firms, and/or agencies having legal interproperty. The above-referenced tax sale certificate is be	est in or claim against the above-described
sale.	
YES NO  ☐ Notify City of Pensacola, P.O. Box 12910 ☐ Notify Escambia County, 190 Government ☐ Homestead for 2024 tax year.	
KATHY W STEADHAM	LEANN STEADHAM
LEANN STEADHAM	4637 RAMBLING WAY
WESLEY STEADHAM	PACE, FL 32571
CASEY STEADHAM	^
5641 N CENTURY BLVD	WESLEY STEADHAM
CENTURY, FL 32535	3277 TOWER DR APT E
	CLARKSVILLE, TN 37042
CASEY STEADHAM	US SMALL BUSINESS ADMINISTRATION
623 BALANCED ROCK WAY APT 238	801 TOM MARTIN DR STE 120
GRAND JUNCTION, CO 81505	BIRMINGHAM, AL 35211
THE HELOC COMPANY LLC	1900 CAPITAL TRUST II
8403 COLESVILLE RD STE 1100	US BANK TRUST NATIONAL ASSOCIATION
SILVER SPRING, MD 20910	7550 WISCONSIN AVE FLOOR 10
	BETHESDA, MD 20814
EMERALD COAST UTILITIES AUTHORITY 9255 STURDEVANT ST PENSACOLA, FL 32514-0311	

Certified and delivered to Escambia County Tax Collector, this 15<sup>th</sup> day of September 2025. PERDIDO TITLE SOLUTIONS, A DIVISION OF PERDIDO TITLE & ABSTRACT, INC.

Malphel

BY: Michael A. Campbell, As Its President

NOTE: The above-mentioned addresses are based upon current information available, but addresses are not guaranteed to be true or correct.

#### PROPERTY INFORMATION REPORT

September 15, 2025 Tax Account #:12-1650-230

### LEGAL DESCRIPTION EXHIBIT "A"

BEG AT NE COR OF SE 1/4 OF SEC N 87 DEG 28 MIN 5 SEC W ALG N LI OF SE1/4 1320 12/100 FT S 2 DEG 33 MIN 14 SEC W ALG W LI OF NE1/4 OF SE1/4 429 75/100 FT FOR POB S 52 DEG 44 MIN 13 SEC E 82 01/100 FT S 37 DEG 13 MIN 50 SEC W 60 FT S 52 DEG 44 MIN 13 SEC E ALG S LI OF 60 FT WIDE ACCESS RD 461 90/100 FT S 37 DEG 12 MIN 49 SEC W ALG A LI BEING 213 FT NW OF & PARL SR 95 242 17/100 FT S 52 DEG 46 MIN 11 SEC E 53 FT TO NWLY R/W LI OF SR 95 S 37 DEG 13 MIN 49 SEC W ALG R/W 130 FT S 52 DEG 46 MIN 11 SEC E 20 FT S 37 DEG 13 MIN 50 SEC W ALG R/W 318 FT N 52 DEG 25 MIN 32 SEC W 346 96/100 FT N 39 DEG 12 MIN 27 SEC 341 38/100 FT N 2 DEG 33 MIN 14 SEC E 264 42/100 FT CONT N 2 DEG 33 MIN 14 SEC E ALG W LI OF NE1/4 OF SE1/4 OF SEC 230 76/100 FT TO POB OR 7263 P 169 OR 9138 P 234 OR 9142 P 600

**SECTION 13, TOWNSHIP 5 N, RANGE 31 W** 

**TAX ACCOUNT NUMBER 12-1650-230(1225-72)** 

Recorded in Public Records 11/24/2014 at 10:22 AM OR Book 7263 Page 169, Instrument #2014087775, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$420.00

Prepared by:

Southern Guaranty Title Company 4400 Bayou Boulevard, Suite 13B Pensacola, Florida 32503

File Number: 141431

### **General Warranty Deed**

Made this November 21, 2014 A.D. By **Douglas Gatwood, an unremarried widower**, 388 Chavers Creek Road, Brewton, AL 36426, hereinafter called the grantor, to **Tracy G. Steadham and Kathy W. Steadham, husband and wife**, whose post office address is: 5641 N. Century Blvd., Century, Florida 32535, hereinafter called the grantee:

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

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$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, Florida, viz:

See Attached Schedule "A"

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor(s) or any members of the household of Grantor(s) reside thereon.

Parcel ID Number: 135N31-4120-000-006

Signed, sealed and delivered in our presence:

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; that the grantor hereby fully 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, 2014.

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

Witness Printed Name Bichard S. Combs

Witness Printed Name State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 21st day of November, 2014, by Douglas Gatwood, an unremarried widower, who is/are personally known to me or who has produced PLD.L. as identification:

Notary Public Print Name: Richard S. Combs

Notary Public Print Name: My Commission Expires: My Commission

RICHARD S. COMBS
MY COMMISSION # EE 160547
EXPIRES: March 16, 2016
Bonded Thru Notary Public Underwriters

DEED Individual Warranty Deed with Non-Homestead-Legal on Schedule A

BK: 7263 PG: 170 Last Page

Prepared by:

Southern Guaranty Title Company 4400 Bayou Boulevard, Suite 13B Pensacola, Florida 32503

File Number: 141431

### Schedule "A"

## **DESCRIPTION**

(OFFICIAL RECORDS BOOK 5516, PAGE 373)

COMMENCE AT THE 3 IN. BY 3 IN. CONCRETE MONUMENT MARKING THE NE CORNER OF THE SE QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 87'28'05" WEST ALONG THE NORTH LINE OF SAID SE QUARTER A DISTANCE OF 1320.12 FT. TO AN EXISTING AXLE IRON; THENCE TO SOUTH 02'33'14" WEST ALONG THE WEST LINE OF THE NE QUARTER OF THE SE QUARTER OF SAID SECTION 13 A DISTANCE OF 429.75 FT. TO THE POINT OF BEGINNING; THENCE GO SOUTH 52'44'13" EAST A DISTANCE OF 82.01 FT.; THENCE SOUTH 37'13'50" WEST A DISTANCE OF 60 FT; THENCE SOUTH 52'44'13" EAST ALONG THE SOUTH LINE OF AFORESAID 60 FOOT WIDE ACCESS ROAD A DISTANCE OF 461.90 FT.; THENCE SOUTH 52'46'11" EAST A DISTANCE OF 53 FT. TO THE SAID NORTHWESTERLY RIGHT—OF—WAY LINE OF STATE ROAD 95; THENCE SOUTH 37'13'49" WEST ALONG SAID RIGHT—OF—WAY A DISTANCE OF 130 FT; THENCE SOUTH 52'46'11" EAST A DISTANCE OF 20 FT.; THENCE SOUTH 37'13'50" WEST ALONG SAID RIGHT—OF—WAY A DISTANCE OF 130 FT; THENCE SOUTH 52'46'11" EAST A DISTANCE OF 20 FT.; THENCE SOUTH 37'13'50" WEST ALONG SAID RIGHT—OF—WAY 318 FT.; THENCE NORTH 52'25'32" WEST A DISTANCE OF 346.96 FT.; THENCE NORTH 39'12'27" EAST 341.38 FT.; THENCE NORTH 02'33'14" EAST 264.42 FT.; THENCE CONTINUE NORTH 02'33'14" EAST ALONG THE WEST LINE OF THE NE 1/4 OF THE SE 1/4 OF SAID SECTION 13 230.76 FT. TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 13, TOWNSHIP 5 NORTH, RANGE 31 WEST AND CONTAINS 5.93

All

Recorded in Public Records 5/6/2024 11:06 AM OR Book 9142 Page 600, Instrument #2024034179, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$0.70

> Prepared By: Kathy W. Steadham 5641 N. Century Blvd Century, FL 32535

> > Space above for recording information

### ENHANCED LIFE ESTATE DEED

This Enhanced Life Estate Deed made on this <u>6th</u> day of <u>May, 2024</u>.

By the Grantor <u>Kathy W. Steadham, a widow</u> Whose Post Office Address is <u>5641 N. Century Byld., Century, FL 32535</u>

To Kathy W. Steadham, a widow Whose Post Office Address is 5641 N. Century, Blvd., Century, FL 32525

WHILE RETAINING FOR AND DURING THE LIFETIME OF THE GRANTOR a life estate for the exclusive possession, use and enjoyment of the rents and profits of the property described herein, without any liability for waste with full right, power and authority to sell, convey, mortgage lease, or otherwise, in fee simple, with or without consideration, without joinder by the remainderman and to retain any and all proceeds generated thereby. The grantor also reserves full power an authority to revoke, divest, change or otherwise after the designation and/or interest of the grantees without joinder by the remainderman. The grantor also reserves the right to cancel this deed by further conveyance which may destroy any and all rights the grantees may possess under this deed. Upon grantor's death the remainder of the property rights described herein it any, shall fully vest in the GRANTEE(s), LeAnn Steadham, Wesley Steadham and Casey Steadham (children) AS JOINT TENANTS WITH RIGHTS OF SURVIVORSHIP

4637 Rambling Way, Pace, FL 32571, 3277 Tower Drive, Apt E, Clarksville, Tn 37042 and 623 Balanced Rock Way, Apt 238, Grand Junction,

CO 81505 (Wherever used herein the terms "Grantor" and Grantee' shall include all the parties of this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of

(Wherever used herein the terms "Grantor" and Grantee" shall include all the parties of this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSTH, that the said grantor, for and in consideration of the sum of TEN AND NO/00 (\$10.00) DOLLARS, receipt whereof is hereby acknowledged hereby grants, bargains, sells and conveys unto the grantee, to all that certain land situated in Escambia County, Florida, to wit:

#### PARCEL ID# 135N314120000006

KNOWN AS: 5641 N. CENTURY BLVD., CENTURY, FL 32535

COMMENCE AT THE 3 IN. BY 3 IN. CONCRETE MONUMENT MARKING THE NE CORNER OF THE SE QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 87'28'05" WEST ALONG THE NORTH LINE OF SAID SE QUARTER A DISTANCE OF 1320.12 FT. TO AN EXSISTING AXLE IRON; THENCE TO SOUTH 02'33'14" WEST ALONG THE WEST LINE OF THE NORTH LINE OF THE SE QUARTER OF SAID SECTION 13 A DISTANCE OF 429.75 FT. TO THE POINT OF BEGINNING; THENCE GO SOUTH 52'44'13" EAST A DISTANCE OF 82.01 FT.; THENCE SOUTH 37'13'50" WEST A DISTANCE OF 60 FT; THENCE SOUTH 52'44'13" EAST ALONG THE SOUTH LINE OF AFORESAID 60 FOOT WIDE ACCESS ROAD A DISTANCE OF 461.90 FT.; THENCE SOUTH 37'12'49" WEST ALONG A LINE BEING 213 FT. NW OF AND PARALLEL WITH STATE ROAD 95 FOR A DISTANCE OF 242.17 FT.; THENCE SOUTH 52'46'11" EAST A DISTANCE OF 53 FT. TO THE SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 95; THENCE SOUTH 37'13'49" WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 130 FT; THENCE SOUTH 52'46'11" EAST A DISTANCE OF 20 FT.; THENCE SOUTH 37'13'50" WEST ALONG SAID RIGHT-OF-WAY ADISTANCE OF 130 FT; THENCE SOUTH 52'46'11" EAST A DISTANCE OF 344.96 FT.; THENCE NORTH 39'12'27" EAST 341.38 FT.; THENCE NORTH 32'12'27" EAST 341.38 FT.; THENCE NORTH 02'33'14" EAST 264.42 FT.; THENCE CONTINUE NORTH 02'33'14" EAST ALONG THE WEST LINE OF THE NEW, OF SAID SECTION 230.76 FT. TO THE POINT OF BEGINNING; ALL LYING AND BEING ING SECTION 13, TOWNSHIP 5 NORTH, RANGE 31 WEST ESCAMBIA COUNTY, FLORIDA AND CONTAINS 5.93 ACRES MORE OR LESS.

THE LANDS BEING CONVEYED are subject to all reservations, covenants, conditions, restrictions, and easements of record, outstanding oil, gas, and mineral rights, if any, and to real estate taxes due for the current and subsequent years.

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

Grantor Warrants that at the time of this conveyance, the subject property <u>IS</u> the grantor's homestead property within the meaning set forth in the constitution of the State of Florida.

AND the grantor hereby covenants with the grantee that the grantor is lawfully seized of the said land in fee simple; that the grantor has good right and lawful authority to sell and convey the land; that the grantor hereby fully warrants the title to the land and will defend the same against the lawful claims of all persons whomsoever; and that the land is free of all encumbrances except as otherwise noted herein.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents on the day and year first above written.

Signed sealed, and delivered in the presence of:

Witnesses Signature Lisa English

Address: 100 S. Baylen Street, Pensacola, FL 32502

Witnesses Signature Sandy Moore

mou

Address: 100 S. Baylen Street, Pensacola, FL 32502

BK: 9142 PG: 601 Last Page

STATE OF FLORIDA)
COUNTY OF ESCAMBIA)

The foregoing instrument was acknowledged before me this <u>6<sup>th</sup></u> day of <u>May, 2024</u>, By <u>Kathy W. Steadham</u>, who is personally known to me or who has produced <u>Florida Drivers License</u> as identification.

Notary Signature.



Recorded in Public Records 05/25/2016 at 01:56 PM OR Book 7529 Page 1566, Instrument #2016039066, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$61.00 MTG Stamps \$753.55

MAIL ANY NOTICE OF DEFAULT TO: U.S. SMALL BUSINESS ADMINISTRATION 801 Tom Martin Drive Suite 120 Birmingham, AL 35211

THIS INSTRUMENT PREPARED BY AND
WHEN RECORDED MAIL TO:
ANDREW NEUBAUER, Attorney
U.S. SMALL BUSINESS ADMINISTRATION
14925 Kingsport Road
Fort Worth, TX 76155-2243
(800) 366-6303

KATHY STEADHAM ET AL Application: 1000352094/DLH 8407335005

SPACE ABOVE THIS LINE FOR RECORDER'S USE

# MORTGAGE (Direct)

This mortgage made and entered into this 5th day of May, 2016, by and between TRACY STEADHAM, WHO ACQUIRED TITLE AS TRACY G. STEADHAM, AND KATHY STEADHAM, WHO ACQUIRED TITLE AS KATHY W. STEADHAM, HUSBAND AND WIFE, 5641 N CENTURY BLVD, CENTURY, FL 32535 (hereinafter referred to as mortgagor) and the Administrator of the U.S. Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at 801 Tom Martin Drive Suite 120, Birmingham, AL 35211.

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgager does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of ESCAMBIA, State of Florida.

# Described in Exhibit "A" attached hereto and made a part hereof.

It is hereby agreed between the parties hereto, that if the mortgagor, subsequent to the date of this mortgage, conveys, contracts, or attempts to sell the above described mortgaged property in any way or manner whatsoever, while said property is mortgaged to the mortgagee, and without the written consent of the mortgagee, then and in such event the whole sum of principal and interest of the debt secured by this mortgage shall, at the option of the mortgagee, become immediately due and payable, and this mortgage may be foreclosed at once if said debt is not paid in full.

"This transaction is exempt from the Florida Intangible Tax since a governmental agency is holder of the indebtedness."

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor

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hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

FOR THE PURPOSE OF SECURING: (1) Payment of the principal and interest as set forth above; (2) Payment of any and all obligations and liability, which are now due or may hereafter become due from Mortgagor; (3) Performance of each agreement of Mortgagor hereincontained; (4) Payment of all sums to be paid to Mortgagee pursuant to the terms hereof.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated May 5, 2016 in the principal sum of \$215,300.00 and maturing on May 5, 2046, signed by or on behalf of KATHY STEADHAM and TRACY STEADHAM.

- 1. The mortgagor covenants and agrees as follows:
- a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.
- b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefore to the said mortgagee.
- c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said premises. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.
- d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

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- e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.
- f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.
- g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable and shall be secured by the lien of this mortgage.
- h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.
- i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.
- j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.
  - k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.
- 2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of

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collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

- 3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisement (the mortgagor having waived and assigned to the mortgagee all rights of appraisement):
  - (I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or
- (II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal [, county, or city/or Commonwealth] courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or
- (III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinabove provided, the mortgagor or any person in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

- 4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.
- 5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisement.

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- 6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.
- 7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- 8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.
- 9. In compliance with section 101.106 of the Rules and Regulations of the U.S. Small Business Administration [13 C.F.R. 101.106], this instrument is to be construed and enforced in accordance with applicable Federal law. This Mortgage is to be construed and enforced in accordance with Federal law. Mortgagor hereby waives any rights or immunity purportedly conferred by Commonwealth law limiting Mortgagee's right to a deficiency judgement after either a judicial foreclosure or a foreclosure under the power of sale referred to above.
- 10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.
- 11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at **5641 N CENTURY BLVD, CENTURY, FL 32535** and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 801 Tom Martin Drive Suite 120, Birmingham, AL 35211.

If any one or more of the provisions contained in this Mortgage shall for any reason be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage.

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IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

STATE OF PLORIDA Habama COUNTY OF Coambia

The foregoing instrument was acknowledged before me this 25 day of 20 0, by KATHY STEADHAM, INDIVIDUALLY and TRACY STEADHAM, INDIVIDUALLY, who is personally known to me or produced

or produced identification.

Notary Public Printed Name My Commission Expires:

MELISSA B JOHNSON Notary Public, Alabama State At Large My Commission Expires January 13, 2019

Individual Execution:

Individual Execution:

Tracy Stoother TRACY STEADHAM, INDIVIDUALLY

BK: 7529 PG: 1572 Last Page

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#### **EXHIBIT "A"**

ALL THAT CERTAIN LAND SITUATE IN THE CITY OF CENTURY, ESCAMBIA COUNTY, FLORIDA, VIZ:

COMMENCE AT THE 3 IN, BY 3 IN, CONCRETE MONUMENT MARKING THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 13, TOWNSHIP 5 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 87 DEGREES 28 MINUTES 05 SECONDS WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER A DISTANCE OF 1320.12 FT. TO AN EXISTING AXLE IRON; THENCE TO SOUTH 02 DEGREES 33 MINUTES 14 SECONDS WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 13 A DISTANCE OF 429.75 FT. TO THE POINT OF BEGINNING; THENCE GO SOUTH 52 DEGREES 44 MINUTES 13 SECONDS EAST A DISTANCE OF 82.01 FT.; THENCE SOUTH 37 DEGREES 13 MINUTES 50 SECONDS WEST A DISTANCE OF 60 FT; THENCE SOUTH 52 DEGREES 44 MINUTES 13 SECONDS EAST ALONG THE SOUTH LINE OF AFORESAID 60 FOOT WIDE ACCESS ROAD A DISTANCE OF 461.90 FT.; THENCE SOUTH 37 DEGREES 12 MINUTES 49 SECONDS WEST ALONG A LINE BEING 213 FT. NORTHWEST OF AND PARALLEL WITH STATE ROAD 95 FOR A DISTANCE OF 242.17 FT.; THENCE SOUTH 52 DEGREES 46 MINUTES 11 SECONDS EAST A DISTANCE OF 53 FT. TO THE SAID NORTHWESTERLY RIGHT-OF-WAY LINE OF STATE ROAD 95; THENCE SOUTH 37 DEGREES 13 MINUTES 49 SECONDS WEST ALONG SAID RIGHT-OF-WAY A DISTANCE OF 130 FT; THENCE SOUTH 52 DEGREES 46 MINUTES 11 SECONDS EAST A DISTANCE OF 20 FT.; THENCE SOUTH 37 DEGREES 13 MINUTES 50 SECONDS WEST ALONG SAID RIGHT-OF-WAY 318 FT.; THENCE NORTH 52 DEGREES 25 MINUTES 32 SECONDS WEST A DISTANCE OF 346.96 FT.; THENCE NORTH 39 DEGREES 12 MINUTES 27 SECONDS EAST 341.38 FT.; THENCE NORTH 02 DEGREES 33 MINUTES 14 SECONDS EAST 264.42 FT.; THENCE CONTINUE NORTH 02 DEGREES 33 MINUTES 14 SECONDS EAST ALONG THE WEST LINE OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 13 230.76 FT. TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 13, TOWNSHIP 5 NORTH, RANGE 31 WEST AND CONTAINS 5.93 ACRES.

More commonly known as: 5641 N CENTURY BLVD, CENTURY, FL 32535

Recorded in Public Records 6/25/2025 1:32 PM OR Book 9338 Page 1768, Instrument #2025047732, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$129.00 MTG Stamps \$329.00 Int. Tax \$188.00

> This Instrument Prepared By: Brianna Crouch Brianna Crouch

After Recording Return To: THE HELOC COMPANY LLC 8403 COLESVILLE ROAD, SUITE 1100 SILVER SPRING, MARYLAND 20910 Loan Number: 2505280058

IT2505139426

[Space Above This Line For Recording Data] -

#### MORTGAGE

THIS AGREEMENT SECURES AN OPEN-END, REVOLVING HOME EQUITY LINE OF CREDIT AND FUTURE ADVANCES.

MIN: 101767025052800303

MERS Phone: 888-679-6377

#### **DEFINITIONS**

(A) "Security Instrument" means this document, which is dated June 18, 2025 with all Riders to this document.

, together

(B) "Borrower" is Kathy W. Steadham, a widow, as to an Enhanced Life Estate interest LeAnn Steadham, Wesley Steadham and Casey Steadham (Children), as the remaindermen

the party or parties who have signed this Security Instrument. Borrower is the Mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is THE HELOC COMPANY LLC

Lender is a DELAWARE LIMITED LIABILITY COMPANY and existing under the laws of DELAWARE

organized

Lender's address is 8403 COLESVILLE ROAD, SUITE 1100, SILVER SPRING, MARYLAND 20910

- (E) "Agreement" means the Home Equity Line of Credit Agreement signed by the Borrower.
- (F) "Account" means the Home Equity Line of Credit Account pursuant to which the Lender makes Advances to the Borrower at the Borrower's direction, allowing the Borrower to repay those Advances and take additional Advances, subject to the terms of the Agreement.

FLORIDA HOME EQUITY LINE OF CREDIT MORTGAGE - MERS © 2008 DOCMAGIC, INC. Page 1 of 14 FLHESIM.HLC 03/05/24

☆DocMagic

(G) "Credit Limit" means the maximum aggregate amount of principal that may be secured by this Security Instrument at any one time. The Credit Limit is \$94,000.00 . Except to the extent prohibited by Applicable Law, the Credit Limit does not apply to interest, finance charges, and other fees and charges validly incurred by Borrower under the Agreement and this Security Instrument. The Credit Limit also does not apply to other advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.  (H) "Account Balance" is the total unpaid principal of the Account, plus earned but unpaid finance charges, outstanding fees, charges, and costs.  (I) "Maturity Date" is the date on which the entire Account Balance under the Agreement is due. The entire Account Balance on your Account, as defined in the Agreement and this Security Instrument, is due on June 18, 2050  (J) "Property" means the Property that is described below under the heading "Transfer of Rights in the Property."  (K) "Secured Debt" means:  (1) All amounts due under your Account, including principal, interest, finance charges, and other fees, charges, and costs incurred under the terms of this Security Instrument and all extensions, modifications, substitutions or renewals thereof.  (2) Any advances made and expenses incurred by Lender under the terms of this Security Instrument. The Credit Limit also does not apply to interest, finance charges, and other fees, charges, and costs incurred under the terms of this Security Instrument.  (L) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:
☐ 1-4 Family ☐ Condominium Rider ☐ Escrow Rider ☐ Second Home ☐ Planned Unit Development Rider ☐ Mortgage Insurance Rider ☐ Other(s)
(M) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.  (N) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.  (O) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.  (P) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
FLORIDA HOME EQUITY LINE OF CREDIT MORTGAGE - MERS © 2008 DOCMAGIC, INC. Page 2 of 14 FLHESIM.HLC 03/05/24

- (Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Agreement and/or this Security Instrument.
- (R) "Approved Prior Loan" means a lien which is and which lender acknowledges and agrees will continue to have priority over the lien created by this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Secured Debt, and all renewals, extensions and modifications of the Credit Agreement; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Credit Agreement. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the

[Type of Recording Jurisdiction]

[Name of Recording Jurisdiction]

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

A.P.N.: 12-1650-230

COUNTY

which currently has the address of 5641 North Century Boulevard

[Street]

of ESCAMBIA

Century

**FLORIDA** 

32535

("Property Address"):

[City]

this Security Instrument.

[State]

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

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ADVANCES. During the Draw Period described in the Agreement, the Borrower may repeatedly take and repay any advances that Lender makes to Borrower under the terms of the Agreement and this Security Instrument, subject to the terms that the Agreement and this Security Instrument impose. The Agreement and this Security Instrument will remain in full force and effect notwithstanding that the Account Balance under the Agreement may occasionally be reduced to an amount of equal to or less than zero.

Any amounts that Lender advances to Borrower in excess of the Credit Limit will be secured by the terms of this Security Instrument unless applicable law prohibits the same. Lender shall not be obligated to increase the Credit Limit formally or to make additional Advances in excess of the Credit Limit stated in the Agreement even though the Credit Limit has been exceeded one or more times. The Draw Period may or may not be followed by a Repayment Period, as described in the Agreement, during which additional Advances are not available. During both the Draw Period and the Repayment Period the Lender may, at its option, make Advances from the Account to pay fees, charges, or credit insurance premiums due under the Agreement or this Security Instrument, or make other Advances as allowed by this Security Instrument.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

#### **UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

- 1. Payment of Secured Debt. Borrower shall pay when due all Secured Debt in accordance with the Agreement and this Security Instrument. All payments shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Agreement or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Agreement or Security Instrument be by a method of Lender's choosing. These methods include, but are not limited to: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer. Payments are deemed received by Lender when received at the location designated in the Billing Statement or at such other location as may be designated by Lender in accordance with the notice provisions provided in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Account current. Lender may accept any payment or partial payment insufficient to bring the Account current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Agreement and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.
- 2. Application of Payments or Proceeds. All payments accepted by Lender shall be applied to the Secured Debt under this Security Instrument as provided in the Agreement unless Applicable Law provides otherwise. Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Agreement shall not extend or postpone the due date, or change the amount, of the Minimum Payment.
- 3. Funds for Escrow Items. Borrower shall not be required to pay into escrow amounts due for taxes, assessments, leasehold payments, or other insurance premiums unless otherwise agreed in a separate writing.
- 4. Charges; Liens; Prior Security Interests. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in a manner provided in Section 3.

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Borrower shall promptly discharge any lien, other than the Approved Prior Loan, which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, other than the Approved Prior Loan, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth in this Section.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with the Agreement. Borrower shall pay when due, or shall cause to be paid when due, all sums required under the loan documents evidencing the Approved Prior Loan and shall perform or cause to be performed all of the covenants and agreements of Borrower or the obligor set forth in such loan documents. All of Lender's rights under this Covenant shall be subject to the rights of the Holder of the Approved Prior Loan.

5. Property Insurance. Borrower 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 any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Agreement. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either:

(a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section shall become additional Secured Debt of Borrower and secured by this Security Instrument. These amounts shall be subject to the terms of the Agreement and the Security Instrument.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgagee clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgagee clause and shall name Lender as mortgagee and/or as an additional loss payee and Borrower further agrees to generally assign rights to insurance proceeds to the holder of the Agreement up to the amount of the outstanding Agreement Account Balance.

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In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the Secured Debt secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Agreement or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Agreement or this Security Instrument, whether or not then due.

- 6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of the Agreement and Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower resides on the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

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8. Borrower's Home Equity Line of Credit Application Process; Default. Borrower shall be in default if, during the Account application process, or at any time during the term of the Agreement, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Account. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

Borrower is also in default if: 1) Borrower engages in fraud or makes a material misrepresentation at any time in connection with Borrower's Account; 2) Lender does not receive the full amount of any Minimum Payment due or Borrower fails to meet any of the other repayment terms of the Agreement; 3) Borrower's action or inaction adversely affects the Property or Lender's rights in it. Examples of these actions or inactions include, but are not limited to: a) Borrower's death, if Borrower is the sole person on the Account; or the death of all but one borrower which adversely affects Lender's security; b) Illegal use of the Property, if such use subjects the Property to seizure; c) Transfer of all or part of the Borrower's interest in the Property without Lender's written consent; d) All or part of the Property is taken by condemnation or eminent domain; e) Foreclosure of any senior lien on the Property; f) Failure to maintain required insurance on the Property; g) Waste or destructive use of the Property which adversely affects Lender's security; h) Failure to pay taxes or assessments on the Property; i) Permitting the creation of a senior lien on the Property other than an Approved Prior Loan; j) Filing of a judgment against Borrower, if the amount of the judgment and collateral subject to the judgment is such that Lender's security is adversely affected.

The Lender may, at its option, take lesser actions than those described in Section 9. Such lesser actions may include, without limitation, suspending Borrower's Account and not allowing Borrower to obtain any further Advances, reducing Borrower's Credit Limit, and/or changing the payment terms on Borrower's Account. If Lender takes any such actions, this shall not constitute an election of remedies or a waiver of Lender's right to exercise any rights or remedies under the remainder of this Section, the remaining provisions of the Agreement, the Security Instrument, or at law or in equity. Lender may take action under this Section only after complying with any notice or cure provisions required under Applicable Law. In the event Lender elects not to terminate the Account or take any lesser action as provided in this Section, Lender does not forfeit or waive its right to do so at a later time if any of the circumstances described above exists at that time.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any Secured Debt secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Lender may without notice, perform or cause to be performed any covenant of Borrower in this Security Instrument, and Borrower appoints Lender as attorney in fact to sign Borrower's name. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take this action, Lender does not have

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to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section.

Any amounts disbursed by Lender under this Section shall become additional Secured Debt of Borrower secured by this Security Instrument, payable according to the terms of the Agreement and this Security Instrument. These amounts shall bear interest at the Agreement rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

- 10. Mortgage Insurance. Borrower is not required to obtain Mortgage Insurance unless otherwise agreed in writing.
- 11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the Secured Debt secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in the Agreement and this Security Instrument.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the Secured Debt secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the Secured Debt secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Secured Debt secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the Secured Debt immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the Secured Debt immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the Secured Debt secured by this Security Instrument whether or not the sums are then due.

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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, and Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the Secured Debt secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be otherwise applied in the order provided for in Section 2.

- 12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the Secured Debt secured by this Security Instrument granted by Lender to Borrower or any Successors in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.
- 13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Agreement (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the Secured Debt secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Agreement without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender.

14. Agreement/Account Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

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If the Account is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other Account charges collected or to be collected in connection with the Account exceed the permitted limits, then: (a) any such Account charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Agreement or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Agreement). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Agreement conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Agreement which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

- 17. Borrower's Copy. Borrower shall be given one copy of the Agreement and of this Security Instrument.
- 18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender or causes Lender to be paid all sums which then would be due under this Security Instrument and the Agreement as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the Secured Debt secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Change of Servicer; Notice of Grievance. The Agreement or a partial interest in the Agreement (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Servicer") that collects the amounts due under the Agreement and this Security Instrument and performs other mortgage loan servicing obligations under the Agreement, this Security Instrument, and Applicable Law. There also might be one or more changes of the Servicer unrelated to a sale of the Agreement. If the Agreement is sold and thereafter the Agreement is serviced by a Servicer other than the purchaser of the Agreement, the servicing obligations to Borrower will remain with the Servicer or be transferred to a successor Servicer and are not assumed by the Agreement purchaser unless otherwise provided.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party and allowed the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and reasonable time to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws

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of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

#### **NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

- 22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- 24. Attorneys' Fees. As used in this Security Instrument and the Agreement, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

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

ANY ADVANCE THAT LENDER MAKES AT ANY TIME WITHIN 20 YEARS FROM THE DATE OF THIS MORTGAGE, UP TO THE MAXIMUM PRINCIPAL AMOUNT STATED IN THIS MORTGAGE, WILL BE SECURED BY THIS MORTGAGE TO THE SAME EXTENT AS IF THE ADVÂNCE WERE MADE ON THE DATE OF THE EXECUTION OF THIS MORTGAGE.

MORTGAGEE REQUESTS NOTICE OF ANY ADVERSE ACTION	
THAT A PRIORITY LIEN HOLDER TAKES WITH REGARD TO -	
THE PROPERTY, INCLUDING DEFAULT AND FORECLOSURE	

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Kathy W. Steadham -Borrower 5641 North Century Boulevard, Century, FL 32535		
		<b>&gt;</b>
		·.
Witness Signature	Witness Signature	
	•	
Printed Witness Name	Printed Witness Name	
Witness Address	Witness Address	
		Š,

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State of FLORIDA	This Line For Acknowledgment] ————————————————————————————————————
County of Combine	)
The foregoing instrument was acknowledged before	ore me by means of:
Physical Presence,	
- OR -	
Online Notarization,	
this 18 day of June	<u>.                                    </u>
Date Mo	onth Year
Kathy W. Steadham	
Name o	f Person Acknowledging
KATE CHIU  Notary Public - State of Florida  Commission # HH 630531  My Comm. Expires Jan 26, 2029  Bonded through National Notary Assn.	Signature of Notary Public - State of Florida
	Kare Chin
	Name of Notary Typed, Printed or Stamped
(Place Notary Seal Stamp Above)	
Personally Known Produced Identification	
Type of Identification Produced:	ers License
	•
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#### **Exhibit A**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF ESCAMBIA, STATE OF FLORIDA, AND IS DESCRIBED AS FOLLOWS

Commence At The 3 In. By 3 In. Concrete Monument Marking The NE Corner Of The SE Quarter Of Section 13, Township 5 North, Range 31 West. Escambia County, Florida; Thence Go North 87°28'05" West Along The North Line Of Said SE Quarter A Distance Of 1320.12 Ft. To An Existing Axle Iron: Thence To South 02°33'14" West Along The West Line Of The NE Quarter Of The SE Quarter Of Said Section 13 A Distance Of 429.75 Ft To The Point Of Beginning; Thence Go South 52°44'13" East A Distance Of 82.01 Ft.: Thence South 37°13'50" West A Distance Of 60 Ft; Thence South 52°44'13" East Along The South Line Of Aforesaid 60 Foot Wide Access Road A Distance Of 461.90 Ft.; Thence South 37°12'49" West Along A Line Being 213 Ft. NW Of And Parallel With State Road 95 For A Distance Of 242.17 Ft.; Thence South 52°46'11" East A Distance Of 53 Ft. To The Said Northwesterly Right-Of-Way Line Of State Road 95; Thence South 37°13'49" West Along Said Right Of-Way A Distance Of 130 Ft; Thence South 52°46'11" East A Distance Of 20 Ft.; Thence South 37°13'50" West Along Said Right-Of-Way 318 Ft.; Thence North 57°25'32" West A Distance Of 346.96 Ft.; Thence North 3912'27" East 341.38 Ft.; Thence North 02'33'14" East 264.42 Ft.; Thence Continue North 02°33'14" East Along The West Line Of The NE 1/4 Of The SE 1/4 Of Said Section 230.76 Ft. To The Point Of Beginning; All Lying And Being Ing Section 13, Township 5 North, Range 31 West Escambia County, Florida And Contains 5.93 Acres More Or Less.

Being the same which Kathy W. Steadham, a widow by Deed Dated May 6, 2024 and recorded May 6, 2024 in the County of Escambia, State of FL in 2024034179 Book: 9142 and Page: 600 conveyed unto Kathy W. Steadham, a widow, a life estate for the exclusive possession, without joinder by the remainderman, Upon Grantors death the remainder of the Property rights shall fully vest in LeAnn Steadham, Wesley Steadham and Casey Steadham (Children) as joint tenants with rights of survivorship

Tax ID: 12-1650-230

Recorded in Public Records 8/7/2025 3:43 PM OR Book 9360 Page 359, Instrument #2025060081, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

> PREPARED BY: Connie Riggsby RETURN TO: C. Riggsby 2860 Exchange Blvd. # 100

**Assigned Code 145** 

Southlake TX 76092 ASSIGNMENT OF MORTGAGE

Send Any Notices To Assignee. For Valuable Consideration, the undersigned, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR THE HELOC COMPANY LLC, ITS SUCCESSORS AND ASSIGNS P.O. Box 2026, Flint MI 48501-2026 (Assignor) by these presents does assign and set over, without recourse, to 1900 CAPITAL TRUST II, BY US BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS CERTIFICATE TRUSTEE 7550 Wisconsin Avenue, Floor 10, Bethesda MD 20814 (Assignee) the described mortgage with all interest, all liens, any rights due or to become due thereon, executed by Kathy W. Steadham, a widow, as to an Enhanced Life Estate interest LeAnn Steadham, Wesley Steadham and Casey Steadham (Children), as the remaindermen to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., (MERS), AS MORTGAGEE, AS NOMINEE FOR THE HELOC COMPANY LLC ITS SUCCESSORS AND ASSIGNS. Said mortgage Dated: 6/18/2025 is recorded in the State of FL, County of Escambia on 06/25/2025, Instrument # 2025047732 Book 9338 Page 1768 AMOUNT: \$ 94,000.00 Property Address: 5641 North Century Boulevard, Century, FL 32535

IN WITNESS WHEREOF, the undersigned entity has caused this instrument to be executed as a sealed instrument by its proper signatory. Executed on: August 7, 2025

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR THE HELOC COMPANY LLC, ITS SUCCESSORS AND ASSIGNS

Journie Dawn Pinson, Assistant Secretary

Witness: Amy Hyche

State of TX County of Tarrant

Witness: C.Garcia The foregoing instrument was acknowledged before me, by means of [] physical presence or [X] online notarization, this

08/07/2025. The undersigned, Journie Dawn Pinson, personally known to me, acknowledged that he/she is Assistant Secretary of/ for MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR THE HELOC COMPANY LLC, ITS SUCCESSORS AND ASSIGNS and that he/she executed the foregoing instrument and that such execution was done as the free act and deed of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR THE HELOC COMPANY LLC, ITS SUCCESSORS AND ASSIGNS. Sworn to (or affirmed) and subscribed before me, by means of [ ] physical presence or [X] online notarization, this 08/07/2025.

D. BRITT My Notary ID # 135218226 Expires January 3, 2029

Notary public, D. Britt

My commission expires: January 3, 2029

2505280058 MIN 101767025052800303 MERS Phone 888-679-6377 FL Escambia HELOC/AOM/SFR Recorded in Public Records 8/19/2024 2:13 PM OR Book 9191 Page 26, Instrument #2024063218, 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: KATHY STEADHAM

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: Legal Description

BEG AT NE COR OF SE 1/4 OF SEC N 87 DEG 28 MIN 5 SEC W ALG N LI OF SE1/4 1320 12/100 FT S 2 DEG 33 MIN 14 SEC W... More

Account Number: 419708-193785
Amount of Lien: $$400.79$ , together with additional unpaid utility service charges, in 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: <u>08/16/24</u>
BY: Walland Williams
STATE OF FLORIDA COUNTY OF ESCAMBIA
The foregoing instrument was acknowledged before me this day of
Coast Utilities Authority, who is personally known to me and who did not take an oath.
A 1.

Notary Public - State of Florida

Wynette Villines
Notary Public, State of Florida
Commission Expires 02/10/2026

Commission No. HH227548

RWK:ls Revised 05/31/11