

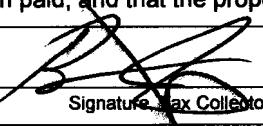


# CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

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

07/19/2025

<b>Part 1: Tax Deed Application Information</b>					
Applicant Name Applicant Address	KEYS FUNDING LLC - 6023 PO BOX 71540 PHILADELPHIA, PA 19176-1540			Application date	Apr 21, 2025
Property description	STOKES STEPHEN J 159 LAKE HART MOORESVILLE, IN 46158 5871 ARTHUR BROWN RD 12-3645-150 BEG AT NW COR OF SEC S 89 DEG 23 MIN 25 SEC E 1754 06/100 FT S 0 DEG 36 MIN 35 SEC W 40 55/100 FT TO (Full legal attached.)			Certificate #	2023 / 6836
				Date certificate issued	06/01/2023
<b>Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application</b>					
Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)	
# 2023/6836	06/01/2023	1,315.60	65.78	1,381.38	
→Part 2: Total*					1,381.38
<b>Part 3: Other Certificates Redeemed by Applicant (Other than County)</b>					
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2024/6951	06/01/2024	2,337.22	6.25	171.40	2,514.87
Part 3: Total*					2,514.87
<b>Part 4: Tax Collector Certified Amounts (Lines 1-7)</b>					
1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)					3,896.25
2. Delinquent taxes paid by the applicant					0.00
3. Current taxes paid by the applicant					2,184.88
4. Property information report fee					200.00
5. Tax deed application fee					175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)					0.00
7. Total Paid (Lines 1-6)					6,456.13
I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.					
Sign here:				Escambia, Florida	
Signature, Tax Collector or Designee				Date April 24th, 2025	

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

**Part 5: Clerk of Court Certified Amounts (Lines 8-14)**

8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. <b>Total Paid (Lines 8-13)</b>	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
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 <u>01/07/2026</u>	

**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 NW COR OF SEC S 89 DEG 23 MIN 25 SEC E 1754 06/100 FT S 0 DEG 36 MIN 35 SEC W 40 55/100 FT TO PT ON S R/W LI ARTHUR BROWN RD FOR POB S 89 DEG 23 MIN 25 SEC E ALG S R/W LI 172 FT S 0 DEG 36 MIN 35 SEC W 201 FT N 89 DEG 23 MIN 25 SEC W 172 FT N 0 DEG 36 MIN 35 SEC E 201 FT TO POB OR 7734 P 1875

**APPLICATION FOR TAX DEED**  
Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2500185

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

KEYS FUNDING LLC - 6023

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
12-3645-150	2023/6836	06-01-2023	BEG AT NW COR OF SEC S 89 DEG 23 MIN 25 SEC E 1754 06/100 FT S 0 DEG 36 MIN 35 SEC W 40 55/100 FT TO PT ON S R/W LI ARTHUR BROWN RD FOR POB S 89 DEG 23 MIN 25 SEC E ALG S R/W LI 172 FT S 0 DEG 36 MIN 35 SEC W 201 FT N 89 DEG 23 MIN 25 SEC W 172 FT N 0 DEG 36 MIN 35 SEC E 201 FT TO POB OR 7734 P 1875

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 - 6023

PO BOX 71540

PHILADELPHIA, PA 19176-1540

04-21-2025  
Application Date

\_\_\_\_\_  
Applicant's signature



# Gary "Bubba" Peters

## Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
[Back](#)
◀ Nav. Mode ● Account ○ Parcel ID ▶
[Printer Friendly Version](#)

<b>General Information</b> <p>Parcel ID: 124N332120001001</p> <p>Account: 123645150</p> <p>Owners: STOKES STEPHEN J</p> <p>Mail: 159 LAKE HART MOORESVILLE, IN 46158</p> <p>Situs: 5871 ARTHUR BROWN RD 32568</p> <p>Use Code: SINGLE FAMILY RESID </p> <p>Taxing Authority: COUNTY MSTU</p> <p><b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a></p> <p>Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector</p>	<b>Assessments</b> <table border="1"> <thead> <tr> <th>Year</th><th>Land</th><th>Imprv</th><th>Total</th><th>Cap Val</th></tr> </thead> <tbody> <tr> <td>2024</td><td>\$4,266</td><td>\$150,054</td><td>\$154,320</td><td>\$154,320</td></tr> <tr> <td>2023</td><td>\$4,266</td><td>\$144,466</td><td>\$148,732</td><td>\$148,732</td></tr> <tr> <td>2022</td><td>\$3,377</td><td>\$78,401</td><td>\$81,778</td><td>\$75,153</td></tr> </tbody> </table> <hr/> <p><b>Disclaimer</b></p> <hr/> <p><b>Tax Estimator</b></p> <hr/> <p><b>Change of Address</b></p> <hr/> <p><b>File for Exemption(s) Online</b></p> <hr/> <p><b>Report Storm Damage</b></p>	Year	Land	Imprv	Total	Cap Val	2024	\$4,266	\$150,054	\$154,320	\$154,320	2023	\$4,266	\$144,466	\$148,732	\$148,732	2022	\$3,377	\$78,401	\$81,778	\$75,153																																				
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<a href="#">Parcel Information</a>	<a href="#">Launch Interactive Map</a>																																																								



## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **KEYS FUNDING LLC** holder of **Tax Certificate No. 06836**, issued the 1st day of **June, A.D., 2023** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

**BEG AT NW COR OF SEC S 89 DEG 23 MIN 25 SEC E 1754 06/100 FT S 0 DEG 36 MIN 35 SEC W 40 55/100 FT TO PT ON S R/W LI ARTHUR BROWN RD FOR POB S 89 DEG 23 MIN 25 SEC E ALG S R/W LI 172 FT S 0 DEG 36 MIN 35 SEC W 201 FT N 89 DEG 23 MIN 25 SEC W 172 FT N 0 DEG 36 MIN 35 SEC E 201 FT TO POB OR 7734 P 1875**

**SECTION 12, TOWNSHIP 4 N, RANGE 33 W**

**TAX ACCOUNT NUMBER 123645150 (0126-16)**

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

**STEPHEN J STOKES**

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 January, which is the **7th day of January 2026**.

Dated this 20th day of May 2025.

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

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



By:  
Emily Hogg  
Deputy Clerk



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

**Tax Deed Sales - Redeemed From Sale**

**Account: 123645150 Certificate Number: 006836 of 2023**

Date Of  
Redemption

6/27/2025



Clerk's Check

1

Clerk's Total

\$817.20

Postage

\$0.00

Tax Deed Court Registry

\$783.20

Payor Name

ZACHARY STOKES  
5871 ARTHUR BROWN RD  
WALNUT HILL FL 32568



Notes

**Submit**

**Reset**

**Print Preview**

**Print Receipt**

**Commit Redemption**

# PERDIDO TITLE SOLUTIONS

Precise · Professional · Proven

## PROPERTY INFORMATION REPORT

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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 12-3645-150 CERTIFICATE #: 2023-6836

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

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

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

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

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

Period Searched: October 16, 2025 to and including October 16, 2025 Abstractor: Andrew Hunt

BY



Michael A. Campbell,  
As President  
Dated: October 19, 2025

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

October 19, 2025  
Tax Account #: **12-3645-150**

1. The Grantee(s) of the last deed(s) of record is/are: **STEPHEN J STOKES**

**By Virtue of Warranty Deed recorded 11/18/2022 in OR 8892/1670**

2. The land covered by this Report is: **See Attached Exhibit "A"**
3. The following unsatisfied mortgages, liens, and judgments affecting the land covered by this Report appear of record:
  - a. **Mortgage in favor of PNC BANK, N.A. recorded 3/6/2023 – OR 8939/788**

**4. Taxes:**

**Taxes for the year(s) NONE are delinquent.**

**Tax Account #: 12-3645-150**

**Assessed Value: \$154,320.00**

**Exemptions: NONE**

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

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

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

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

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

**CERTIFICATION: PROPERTY INFORMATION REPORT FOR TDA**

**TAX DEED SALE DATE:** JAN 7, 2026

**TAX ACCOUNT #:** 12-3645-150

**CERTIFICATE #:** 2023-6836

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

**YES      NO**

- Notify City of Pensacola, P.O. Box 12910, 32521  
  Notify Escambia County, 190 Governmental Center, 32502  
  Homestead for 2025 tax year.

**STEPHEN J STOKES  
159 LAKE HART  
MOORESVILLE, IN 46158**

**STEPHEN J STOKES  
5871 ARTHUR BROWN RD  
MCDAVID, FL 32568**

**PNC BANK NA  
222 DELAWARE AVE  
WILMINGTON, DE 19801**

**Certified and delivered to Escambia County Tax Collector, this 20<sup>th</sup> day of October 2025.**

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



**BY: Michael A. Campbell, As Its President**

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

**PROPERTY INFORMATION REPORT**

**October 19, 2025**  
**Tax Account #:12-3645-150**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**BEG AT NW COR OF SEC S 89 DEG 23 MIN 25 SEC E 1754 06/100 FT S 0 DEG 36 MIN 35 SEC W 40 55/100 FT TO PT ON S R/W LI ARTHUR BROWN RD FOR POB S 89 DEG 23 MIN 25 SEC E ALG S R/W LI 172 FT S 0 DEG 36 MIN 35 SEC W 201 FT N 89 DEG 23 MIN 25 SEC W 172 FT N 0 DEG 36 MIN 35 SEC E 201 FT TO POB OR 8892 P 1670**

**SECTION 12, TOWNSHIP 4 N, RANGE 33 W**

**TAX ACCOUNT NUMBER 12-3645-150(0126-16)**

Recorded in Public Records 11/18/2022 3:46 PM OR Book 8892 Page 1670,  
 Instrument #2022112755, Pam Childers Clerk of the Circuit Court Escambia  
 County, FL Recording \$18.50 Deed Stamps \$836.50

This instrument prepared by:  
 Closeline LLC  
 702 King Farms Blvd, Suite 155  
 Rockville, MD 20850

REURN TO:  
 CLOSELINe LLC  
 702 KING FARM BLVD  
 SUITE 155  
 ROCKVILLE, MD 20850

75703FLF-HQ

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED made and executed this 18 day of October, 2022, by **IRBY HOME BUYERS LLC**, AN ALABAMA LIMITED LIABILITY COMPANY, whose postal address is: 1 Saint Louis Street, STE 3400, Mobile, AL 36602, hereinafter called the Grantor, to **STEPHEN J. STOKES, AN UNMARRIED MAN**, whose postal address is ~~5871 ARTHUR BROWN ROAD, MCDONALD, AL 36568-788~~, hereinafter called the Grantee:

BD. (Wherever used herein the terms "Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations) **△ 159 LAKE HART, MOORESVILLE, IN 40158**

Witnesseth: That the Grantor, for and in consideration of the sum of \$119,500.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in Escambia County, State of Florida, viz:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 33 WEST, ESCAMBIA COUNTY FLORIDA, THENCE GO SOUTH 89 DEGREES 23 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 1754.06 FEET; THENCE GO SOUTH 00 DEGREES 36 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 40.55 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ARTHUR BROWN ROAD (STATE ROAD NUMBER 99, 60 FEET RIGHT OF WAY) AND THE POINT OF BEGINNING; THENCE GO SOUTH 89 DEGREES 23 MINUTES 25 SECONDS EAST ALONG THE AFORESAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 172.00 FEET; THENCE DEPARTING THE AFORESAID SOUTH RIGHT OF WAY LINE GO SOUTH 00 DEGREES 36 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 201.00 FEET; THENCE GO NORTH 89 DEGREES 23 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 172.00 FEET; THENCE GO NORTH 00 DEGREES 36 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 201.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 12, TOWNSHIP 4 NORTH, RANGE 33 WEST, ESCAMBIA COUNTY, FLORIDA.

Being the same property acquired by deed at Liber/Book 885, Folio/Page 872, Instrument No. 2022108317  
 dated 10/18/2022 and recorded 11/14/2022 from ANDREW GULSBY, A SINGLE MAN to IRBY HOME BUYERS LLC, AN ALABAMA LIMITED LIABILITY COMPANY.

**THIS CONVEYANCE IS SUBJECT TO THE FOLLOWING:**

- 1) MINERAL RIGHTS AS REFERENCED IN DEED BOOK 534, PAGE 269, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA

**5871 Arthur Brown Road**

PARCEL ID NO. 124N332120001001

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

And the Grantor hereby covenants with said grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor, and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2021.

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

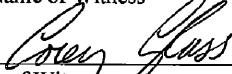
*Signed, sealed and delivered  
in our presence*



Signature of Witness

Victoria Watts

Printed Name of Witness



Signature of Witness

Corey Glass

Printed Name of Witness

STATE OF ALABAMA

COUNTY OF Baldwin

10-18-22 The foregoing instrument was acknowledged before me  by means of physical presence or  online notarization, this (date) by BRANDI DAY, as TRANSACTION COORDINATOR for IRBY HOME BUYERS LLC, AN ALABAMA LIMITED LIABILITY COMPANY, on behalf of the company, who are personally known to me or who have produced (personally known) identification as identification

(Seal)

Signature of Notary

Printed Name of Notary

My commission expires.

Victoria Watts  
7/7/26



Recorded in Public Records 3/6/2023 1:28 PM OR Book 8939 Page 788,  
Instrument #2023017180, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$78.00 MTG Stamps \$227.50 Int. Tax \$130.00

After Recording Return To:  
PNC Bank, N.A.  
ATTN: Post Closing/Final  
Documentation  
P. O. Box 8800  
Dayton, OH 45401-8800

Prepared By:  
Cecelia K. Ortega  
PNC Bank, N.A.  
P. O. Box 8800  
Dayton, OH 45401-8800

[Space Above This Line For Recording Data]

Florida's Documentary Tax in the Amount of \$227.50 and Florida's Non-recurring Intangible Tax in the Amount of \$130.00 are being paid upon Recordation of this Mortgage.

**MORTGAGE**  
(Line of Credit)

Stokes  
Loan #: xxxxxxxx8326  
PIN: 124N332120001001

THIS MORTGAGE, dated February 13, 2023, is between Stephen J Stokes, Unmarried Man, residing at 5871 Arthur Brown Rd, Walnut Hill, FL 32568, the person or persons signing as "Mortgagor(s)" below and hereinafter referred to as "we" or "us" and PNC Bank, National Association ("PNC Bank, N.A."), with an address at 222 Delaware Avenue, Wilmington, DE 19801 and hereinafter referred to as "you" or the "Mortgagee".

MORTGAGED PREMISES: In consideration of the loan hereinafter described, we hereby mortgage, grant and convey to you the premises located at: 5871 Arthur Brown Rd (Street), Walnut Hill (Municipality), Escambia (County), Florida (State), 32568 (ZIP) (the "Premises") and further described as:

See Attached Exhibit A

The Premises includes all buildings and other improvements now or in the future on the Premises and all rights and interests which derive from our ownership, use or possession of the Premises and all appurtenances thereto, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all streets, lanes, alleys, passages, and ways; all easements, rights of way, all liberties, privileges, tenements, hereditaments, and appurtenances thereunto belonging or otherwise made appurtenant hereafter, and the reversions and remainders with respect thereto; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters.

LOAN: The Mortgage will secure your loan in the principal amount of \$65,000.00 or so much thereof as may be advanced and readvanced from time to time to Stephen J Stokes, the Borrower(s) under the Choice Home Equity Line of Credit Agreement And Disclosure Statement (the "Agreement") dated

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**February 13, 2023**, plus interest and costs, late charges and all other charges related to the loan, all of which sums are repayable according to the Agreement, which has a maturity date of **February 28, 2063**. This Mortgage will also secure the performance of all of the promises and agreements made by us and each Borrower and Co-Signer in the Agreement, all of our promises and agreements in this Mortgage, any extensions, renewals, amendments, supplements and other modifications of the Agreement, and any amounts advanced by you under the terms of the section of this Mortgage entitled "Our Authority To You." Loans under the Agreement may be made, repaid and remade from time to time in accordance with the terms of the Agreement and subject to the Credit Limit set forth in the Agreement.

**OWNERSHIP:** We are the sole owner(s) of the Premises. We have the legal right to mortgage the Premises to you.

**MORTGAGOR'S IMPORTANT OBLIGATIONS:**

(a) **TAXES:** We will pay all real estate taxes, assessments, water charges and sewer rents relating to the Premises when they become due. We will not claim any credit on, or make deduction from, the loan under the Agreement because we pay these taxes and charges. We will provide you with proof of payment upon request.

(b) **MAINTENANCE:** We will maintain the building(s) on the Premises in good condition. We will not make major changes in the building(s) except for normal repairs. We will not tear down any of the building(s) on the Premises without first getting your consent. We will not use the Premises illegally. If this Mortgage is on a unit in a condominium or a planned unit development, we shall perform all of our obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent documents.

(c) **INSURANCE:** We will keep the building(s) on the Premises insured at all times against loss by fire, flood and any other hazards you may specify. We may choose the insurance company, but our choice is subject to your reasonable approval. The policies must be for at least the amounts and the time periods that you specify. We will deliver to you upon your request the policies or other proof of the insurance. The policies must name you as "mortgagee" and "loss-payee" so that you will receive payment on all insurance claims, to the extent of your interest under this Mortgage, before we do. The insurance policies must also provide that you be given not less than 10 days prior written notice of any cancellation or reduction in coverage, for any reason. Upon request, we shall deliver the policies, certificates or other evidence of insurance to you. In the event of loss or damage to the Premises, we will immediately notify you in writing and file a proof of loss with the insurer. You may file a proof of loss on our behalf if we fail or refuse to do so. You may also sign our name to any check, draft or other order for the payment of insurance proceeds in the event of loss or damage to the Premises. If you receive payment of a claim, you will have the right to choose to use the money either to repair the Premises or to reduce the amount owing on the Agreement.

(d) **CONDEMNATION:** We assign to you the proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Premises, or part thereof, or for conveyance in lieu of condemnation, all of which shall be paid to you, subject to the terms of any mortgages that have priority to this Mortgage.

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**(e) SECURITY INTEREST:** We will join with you in signing and filing documents and, at our expense, in doing whatever you believe is necessary to perfect and continue the perfection of your lien and security interest in the Premises.

**(f) OUR AUTHORITY TO YOU:** If we fail to perform our obligations under this Mortgage, you may, if you choose, perform our obligations and pay such costs and expenses. You will add the amounts you advance to the sums owing on the Agreement, on which you will charge interest at the interest rate set forth in the Agreement. If, for example, we fail to honor our promises to maintain insurance in effect, or to pay filing fees, taxes or the costs necessary to keep the Premises in good condition and repair or to perform any of our other agreements with you, you may, if you choose, advance any sums to satisfy any of our agreements with you and charge us interest on such advances at the interest rate set forth in the Agreement. This Mortgage secures all such advances. Your payments on our behalf will not cure our failure to perform our promises in this Mortgage. Any replacement insurance that you obtain to cover loss or damages to the Premises may be limited to the amount owing on the Agreement plus the amount of any mortgages that have priority to this Mortgage.

**(g) HAZARDOUS SUBSTANCES:** We shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Premises. We shall not do, nor allow anyone else to do, anything affecting the Premises that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Premises of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Premises. As used in this paragraph, "Hazardous Substances" are those substances defined as toxic or hazardous substances 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. As used in this paragraph, "Environmental Law" means federal laws and laws of the jurisdiction where the Premises are located that relate to health, safety or environmental protection.

**(h) SALE OF PREMISES:** We will not sell, transfer ownership of, mortgage or otherwise dispose of our interest in the Premises, in whole or in part, or permit any other lien or claim against the Premises without your prior written consent.

**(i) INSPECTION:** We will permit you to inspect the Premises at any reasonable time.

**NO LOSS OF RIGHTS:** The Agreement and this Mortgage may be negotiated or assigned by you without releasing us or the Premises. You may add or release any person or property obligated under the Agreement and this Mortgage without losing your rights in the Premises.

**REMOVAL OF IMPROVEMENTS:** We shall not demolish or remove any improvements from the Premises without your prior written consent. As a condition to the removal of any improvements, you may require us to make arrangements satisfactory to you to replace such improvements with improvements of at least equal value.

**COMPLIANCE WITH GOVERNMENTAL REQUIREMENTS:** We shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use

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or occupancy of the Premises. We may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as we have notified you in writing prior to doing so and so long as, in your sole opinion, your interests in the Premises are not jeopardized. You may require us to post adequate security or a surety bond, reasonably satisfactory to you, to protect your interest.

**DUTY TO PROTECT:** We agree to neither abandon nor leave unattended the Premises. We shall do all other acts set forth above in this section, which from the character and use of the Premises are reasonably necessary to protect and preserve the Premises.

**COMPLIANCE WITH LAWS:** We warrant that the Premises and our use of the Premises complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

**SURVIVAL OF PROMISES:** All promises, agreements and statements we have made in this Mortgage shall survive the execution and delivery of this Mortgage, shall be continuing in nature and shall remain in full force and effect until such time as the Agreement is paid in full.

**DEFAULT:** Except as may be prohibited by applicable law, and subject to any notice required by applicable law, if we default on any term in the Agreement and/or of any term of this Mortgage, you may, in accordance with applicable law, pursue and enforce any rights you have under applicable law, including, without limitation, the right to: (i) accelerate all amounts due under the Agreement; (ii) foreclose upon this Mortgage and sell the Premises, either in whole or in part or in separate parcels at different times, if necessary, until the indebtedness due under the Agreement is satisfied or the Premises is exhausted, whichever occurs first; (iii) enter on and take possession of the Premises; (iv) collect the rental payments, including over-due rental payments, directly from tenants, and you are appointed as our agent and attorney-in-fact to collect any such rents by any appropriate proceeding; (v) manage the Premises, including signing, canceling and changing leases; and (vi) seek appointment of a receiver for the Premises and we hereby appoint you as our attorney-in-fact with authority to consent for us to the appointment of a receiver. This means that, among other rights you may pursue and enforce, you may arrange for the Premises to be sold, as provided by law, in order to pay off what we owe under the Agreement and under this Mortgage. If the money you receive from the sale is not enough to pay off what we owe you, we will still owe you the difference which you may seek to collect from us in accordance with applicable law. We agree that the interest rate set forth in the Agreement will continue before and after a default, entry of a judgment and foreclosure. Subject to applicable law, if you acquire the Premises at a forced sale following our default, our right to any insurance proceeds resulting from damage to the Premises prior to the acquisition shall pass to you to the extent of the sums secured by this Mortgage immediately prior to acquisition. In addition, subject to applicable law, you shall be entitled to collect all reasonable fees and costs actually incurred by you or your agents arising out of or related to this Mortgage or the Agreement, including, but not limited to, reasonable attorneys' fees and costs of foreclosure, property preservation, documentary evidence, abstracts and title reports.

**ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER:** As additional security, we assign to you the rents of the Premises. You or a receiver appointed by the courts shall be entitled to enter upon, take possession of and manage the Premises and collect the rents of the Premises including those past due.

**WAIVERS:** To the extent permitted by applicable law, we waive and release any error or defects in proceedings to enforce this Mortgage and hereby waive the benefit of any present or future laws providing

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for stay of execution, extension of time, exemption from attachment, levy and sale and homestead exemption.

**BINDING EFFECT:** Each of us shall be fully responsible for all of the promises and agreements in this Mortgage. Until the Agreement has been paid in full and your obligation to make further advances under the Agreement has been terminated, the provisions of this Mortgage will be binding on us, our legal representatives, our heirs and all future owners of the Premises. This Mortgage is for your benefit and for the benefit of anyone to whom you may assign it. Upon payment in full of all amounts owing to you under the Agreement and this Mortgage, and provided any obligation to make further advances under the Agreement has terminated, this Mortgage and your rights in the Premises shall end.

**NOTICE:** Except for any notice required under applicable law to be given in another manner, (a) any notice to us provided for in this Mortgage shall be given by delivering it or by mailing such notice by regular first class mail addressed to us at the last address appearing in your records or at such other address as we may designate by notice to you as provided herein, and (b) any notice to you shall be given by certified mail, return receipt requested, to your address at PNC Bank, National Association, P.O. Box 8800 Dayton, OH 45401-8800 or to such other address as you may designate by notice to us. Any notice provided for in this Mortgage shall be deemed to have been given to us or you when given in the manner designated herein.

**RELEASE:** Upon payment of all sums secured by this Mortgage and provided your obligation to make further advances under the Agreement has terminated, you shall discharge this Mortgage without charge to us, except that we shall pay any fees for recording of a satisfaction of this Mortgage.

**GENERAL:** You can waive or delay enforcing any of your rights under this Mortgage without losing them. Any waiver by you of any provisions of this Mortgage will not be a waiver of that or any other provision on any other occasion.

**RIDERS:** The following Riders are to be executed by Borrower [check box as applicable]:

1-4 Family Rider       Condominium Rider       Second Home Rider  
 Planned Unit Development Rider       Other(s) [specify] Address Rider

THIS MORTGAGE has been signed by each of us under seal on the date first above written.

Stephen J Stokes  
- MORTGAGOR - Stephen J Stokes - DATE -

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STATE OF Indiana  
COUNTY OF Hamilton

The foregoing instrument was acknowledged before me by means of  physical presence or  
 online notarization, this February 13, 2023, by

who is personally known to me or who has produced Drivers license  
as identification.

✓ Gena Lee  
Notary Public

My Commission Expires: 10/20/2030

TYISHA CARPENTER  
NOTARY PUBLIC - SEAL  
STATE OF INDIANA  
COMMISSION NUMBER NP0744436  
MY COMMISSION EXPIRES OCT. 20, 2030

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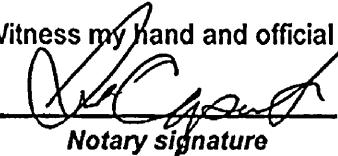
## INDIVIDUAL ACKNOWLEDGMENT

State Of: INDIANA

County of: HAMILTON

On this, The 13 day of February , 2023, before me, TYISHA CARPENTER, the undersigned Notary Public, personally appeared STEPHEN J STOKES , to me known to be the individual(s) described in and who executed the Mortgage, and acknowledged that he/she/they signed the Security Instrument as his/her/their free and voluntary act and deed, for the uses and purposes therein mentioned.

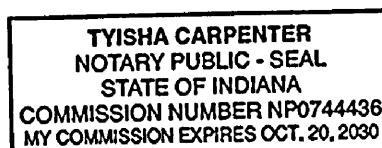
Witness my hand and official seal on the date first written above.

  
\_\_\_\_\_  
Notary signature

Acting in Hendricks County.

Tyisha Carpenter My Commission expires: 10/20/2030  
Notary's printed name

Please have Notary affix stamp and/or seal, as required by your state, below the line.



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**ADDRESS RIDER**

Stokes  
Loan #: xxxxxxx8326

This Address Rider is made this 13th day of **February, 2023**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned to secure the Agreement, as defined in the Security Instrument, for the loan identified above, extended by **PNC Bank, National Association** and covering the property described in the Security Instrument and located at: **5871 Arthur Brown Rd, Walnut Hill, FL 32568**.

The Security Instrument is amended to include the addresses of all parties to the Security Instrument.

**Stephen J Stokes**  
5871 Arthur Brown Rd  
Walnut Hill, FL 32568

By signing below, the undersigned accept this Address Rider and agree that it amends and supplements the Security Instrument.

Stephen J. Stokes - MORTGAGOR - Stephen J Stokes - DATE -

2/13/23

*[Sign Original Only]*

Address Rider  
EN 24937.3

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

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

COMMENCING AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 33 WEST, ESCAMBIA COUNTY FLORIDA, THENCE GO SOUTH 89 DEGREES 23 MINUTES 25 SECONDS EAST FOR A DISTANCE OF 1754.06 FEET; THENCE GO SOUTH 00 DEGREES 36 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 40.55 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF ARTHUR BROWN ROAD (STATE ROAD NUMBER 99, 60 FEET RIGHT OF WAY) AND THE POINT OF BEGINNING, THENCE GO SOUTH 89 DEGREES 23 MINUTES 25 SECONDS EAST ALONG THE AFORESAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 172.00 FEET; THENCE DEPARTING THE AFORESAID SOUTH RIGHT OF WAY LINE GO SOUTH 00 DEGREES 36 MINUTES 35 SECONDS WEST FOR A DISTANCE OF 201.00 FEET; THENCE GO NORTH 89 DEGREES 23 MINUTES 25 SECONDS WEST FOR A DISTANCE OF 172.00 FEET; THENCE GO NORTH 00 DEGREES 36 MINUTES 35 SECONDS EAST FOR A DISTANCE OF 201.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN SECTION 12, TOWNSHIP 4 NORTH, RANGE 33 WEST, ESCAMBIA COUNTY, FLORIDA.

BEING THE SAME PROPERTY CONVEYED BY DEED RECORDED IN BOOK 8892, PAGE 1670 OF THE ESCAMBIA COUNTY, FLORIDA RECORDS.

SUBJECT TO ALL EASEMENTS, COVENANTS, CONDITIONS, RESERVATIONS, LEASES AND RESTRICTIONS OF RECORD, ALL LEGAL HIGHWAYS, ALL RIGHTS OF WAY, ALL ZONING, BUILDING AND OTHER LAWS, ORDINANCES AND REGULATIONS, ALL RIGHTS OF TENANTS IN POSSESSION, AND ALL REAL ESTATE TAXES AND ASSESSMENTS NOT YET DUE AND PAYABLE

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