

# 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

0120-20

				·			Mr. an
Part 1: Tax Deed	Application Inform	nation					
Applicant Name Applicant Address	KEYS FUNDING LLC - 5023 PO BOX 71540 PHILADELPHIA, PA 19176-1540			Applic	ation date	Apr 21, 2025	
roperty BAKER BENNI escription 3442 CHANTARENE DR PENSACOLA, FL 32507		Certificate #		2023 / 6925			
,	515 N BARCELONA 13-1116-000 E 110 FT OF LTS 13 OR 8555 P 249 CA	ST 3 14 BLK	17 BELMOI	NT TRACT	Date (	certificate issued	06/01/2023
Part 2: Certificate	es Owned by App	icant an	d Filed wi	th Tax Deed	Applic	ation	
Column 1 Certificate Numbe	Column	2	Co	olumn 3 unt of Certificate		Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2023/6925	06/01/20			4,223.14		211.16	4,434.30
			<b></b>		•	→Part 2: Total*	4,434.30
Part 3: Other Cer	rtificates Redeeme	d by Ap	plicant (C	ther than Co	unty)		
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Col Face A	umn 3 Amount of Certificate	Column 4 Tax Collector's I		Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2024/7039	06/01/2024		4,572.16		6.25	335.29	4,913.70
						Part 3: Total*	4,913.70
Part 4: Tax Colle	ector Certified Am	ounts (L	ines 1-7)				
1. Cost of all certi	ificates in applicant's	possessio	on and othe	r certificates rec	deemed Total of	l by applicant FParts 2 + 3 above	9,348.00
2. Delinquent tax	es paid by the applica	ent					0.00
3. Current taxes	paid by the applicant						4,443.48
4. Property inform	nation report fee			-			200.00
5. Tax deed appli	ication fee	<del></del>					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)					14,166.48		
I certify the above in	nformation is true and				y inforn	nation report fee, a	nd tax collector's fees
7						Escambia, Florid	la
Sign here:	40				D	ate April 24th,	2025_
- Sign:	ature, Tax collector or Des					- ttti Bo	

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

Par	art 5: Clerk of Court Certified Amounts (Lines 8-14)	
8.	B. Processing tax deed fee	
9.	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.	2. Sheriff's fees	
13.	3. Interest (see Clerk of Court Instructions, page 2)	
14.	4. Total Paid (Lines 8-13)	
15.	Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16.	6. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign I	gn here: Date of sale 01/07/2026 Signature, Clerk of Court or Designee	

#### INSTRUCTIONS

### Tax Collector (complete Parts 1-4)

# Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application

Enter the Face Amount of Certificate in Column 3 and the Interest in Column 4 for each certificate number. Add Columns 3 and 4 and enter the amount in Column 5.

# Part 3: Other Certificates Redeemed by Applicant (Other than County)

Total. Add the amounts in Columns 3, 4 and 5

Part 4: Tax Collector Certified Amounts (Lines 1-7)

Line 1, enter the total of Part 2 plus the total of Part 3 above.

Total Paid, Line 7: Add the amounts of Lines 1-6

Line 6, Interest accrued by tax collector. Calculate the 1.5 percent interest accrued from the month after the date of application through the month this form is certified to the clerk. Enter the amount to be certified to the clerk on Line 6. The interest calculated by the tax collector stops before the interest calculated by the clerk begins. See Section 197.542, F.S., and Rule 12D-13.060(3), Florida Administrative Code.

The tax collector's interest for redemption at the time of the tax deed application is a cost of redemption, which encompasses various percentages of interest on certificates and omitted or delinquent taxes under Section 197.502, F.S. This interest is calculated before the tax collector calculates the interest in Section 197.542, F.S.

Attach certified statement of names and addresses of persons who must be notified before the sale of the property. Send this form and any required attachments to the Clerk of Court within 10 days after it is signed.

### Clerk of Court (complete Part 5)

Line 13: Interest is calculated at the rate of 1.5 percent per month starting from the first day of the month after the month of certification of this form through the last day of the month in which the sale will be held. Multiply the calculated rate by the total of Line 7, minus Line 6, plus Lines 8 through 12. Enter the amount on Line 13.

Line 14: Enter the total of Lines 8-13. Complete Lines 15-18, if applicable.

# **APPLICATION FOR TAX DEED**

Section 197.502, Florida Statutes

Application Number: 2500473

To: Tax Collector of	ESCAMBIA COUNTY	, Florida	
I, KEYS FUNDING LLC - ( PO BOX 71540 PHILADELPHIA, PA 1 hold the listed tax certif	9176-1540,	same to the Tax	Collector and make tax deed application thereon
Account Number	Certificate No.	Date	Legal Description
13-1116-000	2023/6925	06-01-2023	E 110 FT OF LTS 13 14 BLK 17 BELMONT TRACT OR 8555 P 249 CA 95
<ul> <li>redeem all or</li> <li>pay all deline</li> <li>pay all Tax C</li> <li>Sheriffs cost</li> </ul>	s, if applicable.	terest covering th	ne property.  Clerk of the Court costs, charges and fees, and
Attached is the tax sal which are in my posse		ation is based and	d all other certificates of the same legal description
Electronic signature of KEYS FUNDING LLO PO BOX 71540 PHILADELPHIA, PA	C - 5023		<u>04-21-2025</u> Application Date
	Applicant's signature	<del></del> .	• •



# Gary "Bubba" Peters Escambia County Property Appraiser

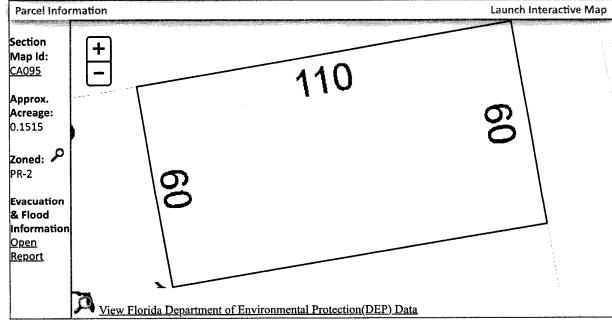
**Real Estate Search** 

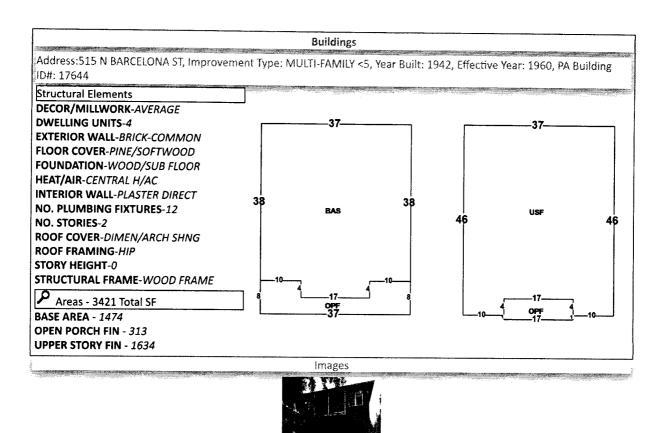
**Tangible Property Search** 

Sale List

**Back** 

Nav. Mode Account O Parcel ID Printer Friendly Version **General Information** Assessments Parcel ID: 0005009010130017 Year Imprv Total Cap Val Account: 131116000 2024 \$79,200 \$172,622 \$251,822 \$251,822 **Owners:** 2023 **BAKER BENNI** \$79,200 \$160,046 \$239,246 \$239,246 Mail: 3442 CHANTARENE DR 2022 \$79,200 \$139,470 \$218,670 \$218,670 PENSACOLA, FL 32507 Situs: 515 N BARCELONA ST 32501 Disclaimer MULTI-FAMILY <=9 P Use Code: **Tax Estimator** Units: **Taxing** PENSACOLA CITY LIMITS **Change of Address Authority:** Tax Inquiry: **Open Tax Inquiry Window** File for Exemption(s) Online Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector **Report Storm Damage** 2024 Certified Roll Exemptions Sales Data Type List: 🔑 Sale Date Book Page Value Type Multi Parcel Records 07/31/2024 9183 451 \$100 QC **Legal Description** 06/16/2021 8555 249 \$100 WD Ν E 110 FT OF LTS 13 & 14 BLK 17 BELMONT TRACT OR 9183 P 08/1987 2550 955 \$100 QC Ν 451 CA 95 01/1978 1195 733 \$35,000 WD 01/1910 1148 101 \$21,100 WD Extra Features Official Records Inquiry courtesy of Pam Childers None Escambia County Clerk of the Circuit Court and Comptroller





3/13/2025 12:00:00 AM

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

Last Updated:05/19/2025 (tc.106688)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2025037164 5/20/2025 1:23 PM
OFF REC BK: 9320 PG: 696 Doc Type: TDN

# NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That KEYS FUNDING LLC holder of Tax Certificate No. 06925, 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:

#### E 110 FT OF LTS 13 & 14 BLK 17 BELMONT TRACT OR 8555 P 249 CA 95

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 131116000 (0126-20)

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

#### **BENNI BAKER**

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.

COMPTO

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: 131116000 Certificate Number: 006925 of 2023

Date Of Redemption	7/25/2025	<u>[</u>		
Clerk's Check	1	Clerk's Total	\$817.20	
Postage	\$0.00	Tax Deed Court	Registry \$783.20	
Payor Name	BRENT NORTH OFFICE COMPLEX 230 ST. EUSEBIA STREET PENSACOLA FL 32503		^ <b>&gt;</b>	
Notes				<b>\$</b>
	Submit	Reset Print Pr		

# **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 TA	X COLLECTOR				
TAX ACCOUNT #:	13-1116-000	CERTIFICATE #:	2023-692	25		
REPORT IS LIMITED	T TITLE INSURANCE. TH TO THE PERSON(S) EXP ORT AS THE RECIPIENT(	RESSLY IDENTIFIED B	Y NAME IN THE	PROPERTY		
listing of the owner(s) of tax information and a li	epared in accordance with the of record of the land describes sting and copies of all open in the Official Record Boolege 2 herein.	ed herein together with cu or unsatisfied leases, mor	rrent and delinquer tgages, judgments	nt ad valorem and		
and mineral or any subs	to: Current year taxes; taxes surface rights of any kind or s, boundary line disputes.					
	sure or guarantee the validit ince policy, an opinion of tit					
Use of the term "Repor	t" herein refers to the Prope	rty Information Report and	d the documents at	tached hereto.		
Period Searched: Oct	ober 16, 2025 to and inclu	ding October 16, 2025	Abstractor:	Pam Alvarez		
BY						
Malphel						

Michael A. Campbell, As President

Dated: October 19, 2025

## PROPERTY INFORMATION REPORT

**CONTINUATION PAGE** 

October 19, 2025

Tax Account #: 13-1116-000

1. The Grantee(s) of the last deed(s) of record is/are: **BENNI BAKER** 

By Virtue of Quit Claim Deed recorded 7/31/2024 in OR 9183/451

- 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 Bank of America NA recorded 8/2/2002 OR 4948/1237
  - b. Code Enforcement Order in favor of Escambia County recorded 6/9/2026 OR 9327/1257
  - c. Code Violation Order in favor of City of Pensacola recorded 7/15/2024 OR 9174/1725
  - d. Code Lien in favor of City of Pensacola recorded 8/11/2023 OR 9022/1350
- 4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 13-1116-000 Assessed Value: \$251,822.00

**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
CERTIFICATION			TILL VILL	

TAX DEED SALE DATE:	JAN 7, 2026			
TAX ACCOUNT #:	13-1116-000			
CERTIFICATE #:	2023-6925			
In compliance with Section 197.522, Florida Statutes, those persons, firms, and/or agencies having legal interproperty. The above-referenced tax sale certificate is besale.	est in or claim against the above-described			
YES NO  ☐ Notify City of Pensacola, P.O. Box 12910, 32521 ☐ Notify Escambia County, 190 Governmental Center, 32502 ☐ Homestead for 2025 tax year.				
BENNI BAKER	BENNI BAKER			
515 N BARCELONA ST	3442 CHANTARENE DR			
PENSACOLA, FL 32501	PENSACOLA, FL 32507			
BENNIE R BAKER	BANK OF AMERICA NA			
230 SAINT EUSEBIA ST	PO BOX 26041			
PENSACOLA, FL 32503-0000	<b>GREENSBORO, NC 27420-0000</b>			
ESCAMBIA COUNTY CODE ENFORCEMENT 3363 W PARK PL PENSACOLA, FL 32505	PENSACOLA CODE ENFORCEMENT AUTHORITY 2849 N PALAFOX STREET PENSACOLA, FL 32501			

Certified and delivered to Escambia County Tax Collector, this 20th day of October 2025.

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

BY: Michael A. Campbell, As Its President

Malphel

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

# PROPERTY INFORMATION REPORT

October 19, 2025 Tax Account #:13-1116-000

# LEGAL DESCRIPTION EXHIBIT "A"

# E 110 FT OF LTS 13 & 14 BLK 17 BELMONT TRACT OR 8555 P 249 CA 95

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 13-1116-000(0126-20)

Recorded in Public Records 7/31/2024 4:41 PM OR Book 9183 Page 451, Instrument #2024058637, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00 Deed Stamps \$0.70

> This instrument prepared by BENNI BAKER 3442 Chantarene Drive, Pensacola, FL, 32507

# **Quit Claim Deed**

This Quit Claim Deed, executed this 3/ day of July, 2024, by PAUL WOODS TRUSTEE, of the BARCELONA LAND TRUST dated: 06/13/2021 whose address is: 224 Emerald Ave, Pensacola, FL 32505, Grantor to BENNI BAKER, a single woman, whose address is: 3442 Chantarene Drive, Pensacola, FL, 32507, Grantee

E 110 FT OF LTS 13 14 BLK 17 BELMONT TRACT OR 1195 P 733 OR 2550 P 955 CA 95 of the Public Records of Escambia County, Florida with Parcel ID# 000S009010130017 hereinafter called the "property", a/k/a 515 N. Barcelona St, Pensacola, FL APTS. 1,2,3,4 32501

Subject to: Existing liens, and to taxes for the year 2024 and substituent years.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, fee from all exemptions and right of homestead, in fee simple forever. And Grantor covenants that Grantor is well seized of an indefeasible estate in fee simple in said property and has a good right to convey the same; that it is free of lien or encumbrances, and that Grantor, Grantor's heirs, executors, administrators, successors and assigns, will forever warrant and defend title to the above-described property against the lawful claims of all persons whomsoever, subject to the exceptions set forth herein.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hands and seal this ?/ 39 day of July, 2024.

BK: 9183 PG: 452

Signed, sealed and delivered in the presence of:	"Grantor"
Bio	Jal Worder
Signature  PAR	Paul Woods
Printed Name: Bratt Baker	
Address: Wif 7900 Bea 478 DA	1,AE09213
H Dais	
Printed Name: Kaitho Rilles	
Address: 4341 W FarfidDr Pensala FC 32505	
STATE OF FLORIDA) COUNTY OF ESCAMBIA)	
	subscribed to and acknowledged before me this man, who did not take on oath and who:
☐ is personally known to me.	
□ produced current Florida Driver's License as id □ produced	
	NOT A DAY BUILDING
	NOTARY PUBLIC State of Florida
[Notary Seal Must Be Affixed]	
	Printed Name of Notary Public
My commission Expires:	

BK: 9183 PG: 453 Last Page



# **Jurat Certificate**

DSG3018FL/595500 (Rev 03 - 4/21)

State of Florida	
County of Escambia	
Sworn to (or affirmed) and subscribe	d before me this <u>31st</u> day
of July	, 20 <u>24</u> , by means of  physical presence or  online notarization
Paul Woods	(name of person making statement).
<ul><li>☐ Personally known to me</li><li>☐ Produced Identification</li><li>☐ Type of Identification Produced</li></ul>	Florida Driver License
Notary Signature	Tehal 2
Title Personal Banker	
My appointment expires Dec	28, 2025
Place Seal Here  JOSHUA SCHULZ  MY COMMISSION # HH 212045  EXPIRES: December 28, 2025	
<b>Description of Attached docume</b> Type or Title of Document	nt
Quit Claim Deed	
Document Date	Number of Pages
07/31/2024	2
Signer(s) Other Than Named Above	
Kaitlin Phillips, Brett Baker	
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OR BK 4948 PG1237 PAY TO THE ORDER OF Escambia County, Florida INSTRUMENT 2002-991791 MTG DOC STANDS PD 8 ESC CD \$ 350.00 08/02/02 ERNIE LEE MAGONA, CLERK By: WITHOUT RECOURSE Bank of America, N.A. INTANGIBLE TAX PD @ ESC CO \$ 200,00 08/02/02 ERM) JOHN E. MACK SR, VICE PRESIDENT **Bank of America** 00000068211028490999 CreditLine™ Mortgage BANK OF AMERICA, N.A. (THE "BANK") This Instrument prepared by and when recorded mail to: MARIA D MCKERCHER BANK OF AMERICA/CONSUMER LOAN PROCESSING 830 CENTRAL AVE ST PETERSBURG, FL 33701 This space is for Recorder's use only. 2002 between This Mortgage is made this 19 day of JULY BENNIE R BAKER, A UNMARRIED PERSON 230 SAINT EUSEBIA ST PENSACOLA FL 32503-0000 (jointly and severally if more than one, "Grantor"), and BANK OF AMERICA, N.A. whose address is P.O. BOX 26041 GREENSBORO, NC 27420-0000 (the "Bank"). **BENNIE R BAKER** Witnesseth: That Whereas, (jointly and severally if more than one, "Borrower") is justly indebted to the Bank for advances extended by the Bank in an amount up to the maximum sum of ONE HUNDRED THOUSAND DOLLARS AND 00 CENTS 100,000.00 Dollars (\$ 7/19/02 outstanding at any time according to the terms of a certain CreditLine Agreement and Disclosure given by Borrower to the Bank on 7/19/27 with final payment being due on \_\_\_ unless renewed, modified, extended or consolidated (the "Obligation"); and Whereas, this Martgage is given to secure to the Bank (a) the repayment of the debt evidenced by the Obligation, and all renewals, extensions, modifications, replacements and consolidations of the Obligation; (b) the payment of all other sums, with interest, advanced under the terms of this Mortgage; (c) the performance of Grantor's covenante and agreements under this Mortgage and any other agreements executed by Grantor at the Bank's request pertaining to the debt evidenced by the Obligation (together, the "Loan Documents"); and (d) all future amounts, including future advances, the Bank in its discretion may losn to Borrower. The total indebtedness secured by this Mortgage, collectively referred to herein as the "Secured Indebtedness", may decrease or increase from time to time, but the maximum principal indebtedness outstanding under the 100.000.00 , plus interest, plus amounts expended or advanced by the Bank for the payment of taxes, levies or Obligation at any one time shall not exceed \$ \_\_\_ insurance on the property described herein and for maintenance, repair, protection and preservation of the property and interest on such amounts. Specifically, without limitation, this Mortgage also secures all future amounts the Bank in its discretion may loan to Borrower within twenty (20) years of the date of this Mortgage, together with all interest thereon.; however, in no event shall such future advances (excluding interest) exceed in the aggregate \$ \_ THE EAST 110 FEET OF LOTS 13 AND 14, BLOCK 17, BELMONT TRACT, AS PERANA OF THE CITY OF PENSACOLA, COPYRIGHTED BY THOMAS C WATSON HE OF AMERICA New Therefore, in consideration of the premises and of the extension of credit set forth herein, Grantor mortgages to the "Bank" all of Grantor's right, title and interest in the following property, to wit: 515 N BARCELONIA which has the address of PENSACOLA FL 32501-0000 ("Property Address"); 09-05-9051M (3/200) NFL Page 1 of 7

OR BK 4948 PG1238 Escambia County, Florida INSTRUMENT 2002-991791

Tegether with all buildings, structures and other improvements now or hereafter located on the property described, or any part and parcel thereof; all rights, title and interest of Grantor in and to the minerals, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter on said property or under or above the same or any part or parcel thereof; all and singular the tenements, hereditaments, easements and appurtenances belonging or in any way appertaining, and the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, claim and demand whatsoover of Grantor of, in and to the same and of, in and to every part and parcel thereof; all machinery, apparatus, equipment, fittings and fixtures, whether actually or constructively attached to said property, now or hereafter focated upon or under said property or any part thereof; any and all awards or payments, including interest thereon, and the right to receive the same, as a result of (a) the actories of the right of eminent domain; (b) the alteration of the grade of any street; or (c) any other injury to, taking of, or decease in the value of, said property, to the extent of all amounts that may be secured by this Mortgage at the date of receipt of any such award or payment by the Bank and of the reasonable attorney's fees, costs and disbursements incurred by the Bank in connection with the collection of such award or payment. All of such property hereby mortgaged is collectively referred to herein as the "Property".

#### This Mortgage is given and accepted on the fellowing terms:

Representations and Warranties. Grantor warrants that Grantor has good title to the Property, and is lawfully seized and possessed of the Property and every part thereof, and has the right to mortgage same, that the Property is unencumbered except as may be herein expressly provided; and that Grantor will forever warrant and defend the title to the Property unto the Bank against the claims of all persons whomsoever.

Covenants. Grantor further covenants and agrees as follows:

- 1. Compliance with Lean Decuments. Grantor shall promptly pay and perform and comply with all obligations, covenants, agreements and conditions imposed upon Grantor by the Loan Documents.
- 2. Charges; Liens. Grantor shall pay when due all taxes, assessments, charges, fines and impositions attributable to the Property that may attain priority over this Mortgage, and leasehold payments or ground rents, if any. If Grantor makes these payments directly, upon the Bank's request, Grantor shall promptly furnish to the Bank receipts evidencing the payments.
- 3. Funds for Tuxes and insurance. Upon request by the Bank, Grantor shall pay to the Bank on the days payments are due under the Obligation, until the Obligation is paid in full, a sum. ("Funds") for: (a) yearly taxes and assessments that may attain priority over this Mortgage as a lien on the Property; (b) yearly leasehold payments on the Property, if any; (c) yearly hazard or property insurance premiums, (d) yearly flood insurance premiums, if any; and (e) yearly mortgage insurance premiums, if any; these items are called "Feorow Items". The Bank may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Grantor's ecorow account under the Federal Real Estate Settlement Procedures Act of 1974 as amount in the time, 12 U.S.C. 2801 et seq. ("REISPA"), unless another law that applies to the Funds sets a lesser amount. If so, the Bank may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. The Bank may estimate the amount of Funds due on the begins of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law. In no event shall the Bank be liable for any interest on any amount paid to it as herein required, and the money so received may be held and comminged with its own funds, pending payment or application thereof as herein provided. If requested by the Bank, Grantor shall furnish to the Bank, at least thirty (30) calender days before the date on which the same will become past due, an official statement of the amount of said taxes, assessments, insurance premiums and rents next due, and the Bank shall pay said charges to the amount of the then unused credit therefor as and when they become severely due and payable. An official receipt therefor shall be conclusive evidence of such payment and of the validity of such charges. The Bank may, at its option, pay any of these charges when payable, either before or after they become pa
- 4. No Other Liens. Grantor will not, without the prior written consent of the Bank, except as otherwise specified by applicable law, create, place or permit to be created or placed, or through any act or failure to act, acquiesce in the placing of, any mortgage, voluntary or involuntary lien, whether statutory, constitutional or contractual, encumbrance, security interest or conditional sale against or covering the Property or any part thereof, regardless of whether the same are expressly or otherwise subordinate to the lien or security interest created in this Mortgage. Should any of the foregoing become attached hereafter or in any manner to any part of the Property without the prior written consent of the Bank, Grantor will cause the same to be promptly discharged and released.
- 5. Inservance. Grantor shall keep the improvements, if any, 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 floods or flooding, for which the Bank requires in an amount equal to the lesser of (a) the combined total of the maximum amount that could be advanced on the Obligation and the current balance on other obligations secured by prior lien(s) on the Property; (b) 100% of the maximum insurable value of the Property; or (c) for flood insurance only, 100% of the maximum amount of insurance required under any federal, state or local flood insurance program (if the Obligation secured is a TaxSmart loan, then parts (a) or (b) above are not required. If requested by the Bank, Grantor shall also obtain lisbility insurance maning the Bank as an additional insurance party in an amount as may be required by the Bank. Each insurance carrier providing any such insurance shall be chosen by Grantor subject to the Bank's approval which shall not be unreasonably withheld. If Grantor fails to obtain any insurance required by this Section 5 or if Grantor fails to pay the insurance premiums for any period of thirty (30) consecutive calendar days (forty-fire (45) calendar days for flood insurance) during the term of this Martgage, the Bank may obtain the insurance and pay the charge for the insurance and Grantor agrees to pay to the Bank interest on such amount until it is paid, at the rate of interest stated in the Obligation. Such amounts shall become additional debt of Borrower secured by this Mortgage. Grantor agrees that the amount and type of insurance purchased by the Bank is within the Bank's sole discretion.

All insurance policies and renewals shall be in form and content satisfactory to the Bank and all such policies covering loss or damage to the Property shall include a standard non contributory mortgages clause in favor of the Bank. The Bank shall have the right to hold the policies and renewals. Grantor shall promptly give to the Bank all receipts of paid premiums and renewal notices. In the event of loss, Grantor shall give prompt notice to the insurance carrier and the Bank. The Bank may make proof of loss if not made promptly by Grantor, but shall have no duty to do so nor any duty to see that any insurance is in force or is adequate.

If in the sole discretion of the Bank the restoration or repair is economically feasible and the Bank's security is not lessened, the insurance proceeds shall be applied to restoration or repair of the Property damaged. If in the sole discretion of the Bank the restoration or repair is not economically feasible or the Bank's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, in such manner and order as the Bank, in its sole discretion, may elect, with any excess paid to Grantor. If Grantor shandons the Property, or does not answer within thirty (30) calendar days a notice from the Bank that the insurance carrier has offered to settle a claim, then the Bank may collect the insurance proceeds. The Bank may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, in such manner and order as the Bank, in its sole discretion, may elect, whether or not then due. The thirty (30) calendar day period will begin when the notice is given.

Unless the Bank and Grantor otherwise agree in writing, any application of insurance proceeds shall be to any amount that is currently owed, then to principal and shall not extend or postpone the due date of the scheduled payments or change the amount of the payments to the extent not lessened or discharged by such application. If the Property is acquired by the Bank, Grantor's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to the Bank to the extent of the sums secured by this Mortgage.

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OR BK 4948 PG1239 Escambia County, Florida INSTRUMENT 2002-991791

6. Maintenance and Protection of Property; Inspections. Granter shall maintain the Property in good condition and repair, shall not commit or suffer any waste to the Property, and shall comply with, or cause to be complied with, all statutes, ordinances and requirements of any governmental authority relating to the Property or any part thereof. Granter shall promptly repair, restore, replace or rebuild any part of the Property, now or hereafter encumbered by this Mortgage, which may be affected by any activity of the character referred to in Section 8. No part of the Property, including, but not limited to, any building, structure, parking lot, driveway, landscape scheme, timber or other ground improvement, or other property, now or hereafter conveyed as security by or pursuant to this Mortgage, shall be removed, demolished or materially altered without the prior written consent of the Bank. Granter shall complete, within a reasonable time, and pay for any building, structure or other improvement at any time in the process of construction on the Property. Granter shall not initiate, join in or consent to any change in any private restrictive covenant, zoning ordinance or other public or private restrictions limiting or defining the uses which may be made of the Property or any part thereof. The Bank and any person authorized by the Bank shall have the right to enter and inspect the Property at all reasonable times and access thereto shall be permitted for that purpose.

CONTRACTOR STATES

- 7. Protection of Bank of America's Rights in the Property. If Grantur fails to perform the covenants and agreements contained in this Mortgage, or if there is a legal proceeding that may significantly affect the Bank's rights in the Property (such as a proceeding in bankroptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then the Bank may do and pay for whatever is necessary to protect the value of the Property and the Bank's rights in the Property. The Bank's actions may include paying any sums secured by a lien that has priority over this Mortgage, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although the Bank may take actions under this Section 7, the Bank does no so. No such action will waive any default. In the event the Bank makes any payments which the Bank deems necessary to protect the value of the Property and the Bank's rights in the Property, the Bank, upon making such payment, shall be subrogated to all of the rights of the person or entity receiving such payment. Any amounts disbursed by the Bank pursuant to this Mortgage shall become part of the Obligation secured by this Obligation and shall be payable upon demand from the Bank to Grantor or Borrower.
- 8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking, of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned to and shall be paid to the Bank to be applied to the Obligation, with any amounts in excess of the Obligation being paid to Grantor.

If the Property is abandoned by Grantor, or if, after notice by the Bank to Grantor that the condemnor offers to make an award or settle a claim for damages, Grantor fails to respond to the Bank within thirty (30) calender days after the date the notice is given, the Bank is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Mortgage, whether or not then due. Unless the Bank and Grantor otherwise agree in writing, any application of proceeds shall be to any amount that is currently outstanding, then to principal, and shall not extend or postpone the due date of the payments referred to in the Obligation or this Mortgage or change the amount of such payments to the extent not discharged by such application.

9. Herenedeurs Substances. Grantor shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Grantor shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. 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.

Granter shall promptly give the Bank written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Rezardous Substance or Environmental Law, as soon as Granter first has actual knowledge. If Granter learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Granter shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Section 9, "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 Section 9, "Environmental Law," means federal laws and laws of the jurisdictions where the Property is located that relate to health, safety, or environmental protection.

Grantor shall indemnify and hold harmless the Bank from and against, and reimburss the Bank on demand for, any and all claims, demands, liabilities, losses, damages, causes of action, costs and expenses (including without limitation reasonable fees and expenses of attorneys and other professional consultants and experts) of every kind which may be imposed upon, asserted against or incurred or paid by the Bank as a result of the presence of any Hazardous Substance on, in, under, above or about the Property or the migration or release or threatened migration or release of any Hazardous Substance on, to, from or through the Property, at any time during or before Grantor's ownership of the Property, or any act, omission or event existing or occurring in connection with the handling, storage, removal or disposal of any such Hazardous Substance or any violation of any Environmental Law or the filing or imposition of any environmental lien or claim against the Property as a result of any such presence, migration, release, threatened migration or release, act, omission or event.

- 10. Events of Default. The occurrence of any one of the following shall be a default under this Mortgage and under the other Loan Documents ("Default"):
- a. Grantor or Borrower made a fraudulent or a material misrepresentation at any time;
- b. Borrower does not meet the repayment terms of the Obligation; or
- c. Any action or inaction by Grantor which adversely affects the Bank's collateral for the Obligation or the Bank's rights in the collateral. This can include, for example, failure to maintain any required insurance, failure to pay taxes, death of a Grantor, the sale, transfer or conveyance of the Property as a residence.
- 11. Rights and Remedies on Default. Upon the occurrence of any event of Default and at any time thereafter, the Bank, at its option, may exercise any one or more of the following rights and remedies, singularly or collectively, in addition to any other rights or remedies provided by law:
- a. Accelerate Obligation. The Bank shall have the right at its option without notice to Grantor to declare the entire Obligation immediately due and payable.
- b. UCC Remedies. With respect to all or any part of any personal property, the Bank shall have all the rights and remedies of a secured party under the Uniform Commercial Code.
- c. Judicial Forcelesure. The Bank may obtain a judicial decree forcelesing Granter's interest in all or any part of the Property.
- d. Deficiency Judgment. If permitted by applicable law, the Bank may obtain a judgment for any deficiency remaining on the Obligation after application of all amounts received from the exercise of the rights provided in this Section 11.
- e. Tenumey at Sufference. If Grantor remains in possession of the Property after the Property is sold as provided above or the Bank otherwise becomes entitled to possession of the Property upon Default, Grantor shall become a tenant at sufference of the Bank or the purchaser of the Property and shall, at the Bank's option, either (i) pay a reasonable rental for the use of the Property or (ii) vacate the Property immediately upon the demand of the Bank.
- f. Enfor and Use the Property. The Bank may enter upon and take possession of the Property without the appointment of a receiver, or an application therefor, employ a managing agent of the Property and let the same, either in its own name or in the name of Grantor, and receive the reats, incomes, issues and profits of the Property and apply the same, after payment of all necessary charges and expenses, on account of the Obligation. Grantor transfers and assigns to the Bank Grantor's lessor interest in any lease now or hereafter affecting the whole or any part of the Property.

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#### OR BK 4948 P61240 Escambia County, Florida INSTRUMENT 2002-991791

- g. Sale of Preparty. To the extent permitted by applicable law, Grantor hereby waives any and all right to have the Property marshaled. In exercising its rights and remedies, the Bank shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. The Bank shall be entitled to bid at any public sale on all or any portion of the Property. In case of any sale under this Mortgage by virtue of the exercise of the power herein granted, or pursuant to any order in any judicial proceedings or otherwise, the Property or any part thereof may be seld in one percel and as entirety, or in such percels, manner or order as the Bank in its sele discretion may elect, and one or more exercises of the powers herein granted shall not extinguish or exhaust the power unless the entire Property is sold or the Obligation paid in full.
- b. Metics of Sufe. The Bank shall give Grantor reasonable notice of the time and place of any public sale of any personal property or of the time after which any private sale or other intended disposition of any personal property is to be made. Reasonable notice shall mean notice given at least ten (10) calendar days before the time of the sale or disposition.
- i. Waiver: Election of Remarkles. A waiver by any party of a breach of a provision of this Mortgage shall not constitute a waiver of or prejudice the party's rights otherwise to demand strict compliance with that provision or any other provision. Election by the Bank to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or take action to perform an obligation of Grantor under this Mortgage after failure of Grantor to perform shall not affect the Bank's right to declare a Default and exercise its remedies under this Mortgage.
- 1. Atterneys\* Feesg Expenses. Whether or not any court action is involved, all reasonable expenses incurred by the Bank that in the Bank's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the Obligation payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for in the Obligation. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, the Bank's reasonable attorneys' fees and the Bank's legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Grantor also will pay any court costs, in addition to all other sums provided by law.
- K. Receiver. The Bank, in any action to foreclosure this Mortgage, or upon any Default, shall be at liberty to apply for the appointment of a receiver of the rents and profits, or of the Property, or both, without consideration of the value of the Property as security for the obligation, or the solvency of any person or corporation hable for the payment of such amounts.
- 1. Pay Expenses. Pay any sums in any form or manner deemed expedient by the Bank to protect the security of this Mortgage or to cure Default other than payment of interest or principal on the Obligation, make any payment hereby authorized to be made according to any bill, statement or estimate furnished or produced from the appropriate public officer of the party claiming payment without inquiry into the accuracy or validity thereof, and the receipt of any such public officer or party in the hands of the Bank shall be conclusive evidence of the validity and amount of items so paid, in which event the amounts so paid, with interest thereon from the date of such payment at the reac of interest stated in the Obligation, subrogated to any encumbrance, lien, claim or demand, and to all the rights and securities for the payment thereof, pard or discharged with the principal sum secured hereby or by the Bank under the provisions hereof, and any such subrogation rights shall be additional and cumulative security to this Mortgage.
- sa. Other Remedies. The Bank shall have all other rights and remedies provided in this Mortgage, the Obligation or as available at law or in equity.
- 12. Granter Not Released: Forbearance by Bank of America Not a Walver. Renewal, modification or extension of the time for payment, modification of amortization of the obligation, transfer of the Property, or any forbearance granted by the Bank shall not operate to release the liability of the original Grantor or Grantor's successors in interest or any other person. The Bank shall not be required to commence proceedings against any successor in interest or any other person. On the person of the Obligation by reason of that or any demand made by the original Grantor or Grantor's successors in interest or any other person. Any forbearance by the Bank in exercising any right or remedy shall not be a waiver of or preclude the exercise of that or any other right or remedy.

Neither failure by the Bank to exercise nor delay by the Bank in exercising or discontinuance of the exercise of any power, right or remedy upon or after any Default shall be construed as a waiver of such Default, or as a waiver of the right to exercise any such right, power or remedy at a later date. No single or partial exercise of any such right, power or remedy shall preclude, waive or otherwise affect any other or further exercise thereof, or the exercise of any other right, power or remedy. Any waiver, permit, consent or approved of any kind by the Bank, whether of any breach of or Default under this Martgage, the Obligation or any other Loan Document or otherwise must be in writing and shall be effective only to the extent set forth in such writing.

- The Bank shall have the right from time to time to sue for any sums, whether interest, principal, taxes, penalties, or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not all of the Obligation shall be due on demand, and without prejudice to the right of the Bank thereafter to enforce any appropriate remedy against Grantor, including an action of foreclosure, or any other action, for a default or defaults by Grantor existing at the time such earlier action was commenced.
- 13. Successors and Assigns Bound; Joint and Several Limitity. The covenants and agreements of this Mortgage shall bind and benefit the successors and assigns of the Bank and the heirs, representatives, successors, and assigns of Grantor, subject to the provisions of Section 15. Grantor's covenants and agreements shall be joint and several.
- 14. Notices. Every provision for notice and demand or request shall be deemed fulfilled by written notice and demand or request personally served on one or more of the persons who shall at the time hold the record title to the Property, or on their heirs or successors, or malled by depositing it in any post office station or letter box, enclosed in a postpaid envelope (a) addressed to such person or persons, or their heirs or successors, at his, their or its address last know to Grantee or (b) addressed to the strest address of the Property.
- 15. Transfer of the Property or a Beneficial interest in Grander. If all or any part of the Property or any interest in it is sold, transferred, conveyed, quit-claim deeded, voluntarily or involuntarily, by operation of law, death or otherwise (or if a beneficial interest in Grantor is sold or transferred, voluntarily or involuntarily, by operation of law or otherwise, if Grantor is not a natural person) without the Bank's prior written consent, the Bank may, as its option, require payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by the Bank if exercise is prohibited by federal or state law as of the date of this Mortgage. The Bank may, in its sole discretion, in any one or more instances weive its option to require payment in full under this Section 16, but it shall have no obligation to do so, and any waiver may be conditioned upon such one or more of the following (if any) which the Bank may require; (i) the transferre's integrity, reputation, character, credit worthiness and management ability being satisfactory to the Bank in its sole judgment; (ii) Grantor and transferre executing, prior to such sale or transfer a written assumption agreement containing such terms as the Bank may require; (iii) a reduction in the maximum allowable amount of the Obligation; (iv) an increase in the rate of interest stated in the Obligation; (v) a transfer fee; and (vi) any modification of the terms of the Obligation and/or the other Loan Documents which the Bank may require.

If the Bank requires payment in full pursuant to this Section 15, the Bank shall give notice of acceleration. The notice shall provide a period of not less than ten (10) calendar days from the date the notice is delivered or mailed within which all sums secured by this Mortgage must be paid. If these sums are not paid prior to the expiration of this period, the Bank may invoke foreolosure and any other remedies by this Mortgage and/or any other Loan Document without further notice or demand on any person, except as otherwise may be required by applicable law.

16. Release. Upon payment of all sums secured by this Mortgage and closing of the Obligation, the Bank shall release this Mortgage without charge to Grantor except for any recordation costs.

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OR BK 4948 PG1241 Escambia County, Florida INSTRUMENT 2002-991791

17. Subregation. Any of the proceeds of the Obligation used to pay any debt secured by any outstanding lien or encumbrance against all or any part of the Property have been advanced by the Bank at Grantor's request and upon Grantor's representation that such amounts are due and are secured by valid liens against the Property. The Bank shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any such outstanding liens and debts, regardless of whether said liens or debts are acquired by the Bank by assignment or are released by the owner or holder thereof upon payment, and all of the same are recognized as valid and substanting and are renewed and continued and merged herein to secure the Obligation, but this Mortgage shall govern and control the enforcement of the liens to which the Bank is subrogated hereunder.

THE CONSTRUCTION OF THE PROPERTY OF THE PROPER

15. Fees und Expenses. To the extent not prohibited by applicable law, Grantor will pay, and will reimburse to the Bank on demand to the extent paid by the Bank: (a) all appraisal fees, filing and recording fees, taxes, abstract fees, title search or examination fees, title policy and endorsement premiums and fees, Uniform Commercial Code search fees, excrow fees, reasonable attorneys' fees, environmental inspection fees, survey fees and all other out of pocket costs and expenses of any kind incurred by Grantor and/or the Bank in connection with the preparation of the Loan Documents, closing and funding of the Obligation, and any and all amendments and supplements to the Loan Documents; and (b) all costs and expenses, including reasonable attorneys' fees and expenses, incurred or expended in connection with the exercise of any right or remedy, or the enforcement of any obligation of Grantor, under this or under any other Loan Document.

The Bank may, at its option at any time Grantor is in default under the terms of the Obligation or the other Loan Documents, obtain an appraisal satisfactory to the Bank of the Property or any part thereof by a third party appraiser engaged by the Bank and annual financial statements of Grantor (including disclosure of all contingent liabilities). Grantor hereby agrees to provide to the Bank such financial statements in form and content satisfactory to the Bank within ten (10) calendar days of each such request therefor by the Bank, as well as such other financial statements, if any, as and when required by any other Loan Document. To the extent not prohibited by applicable law, the cost of each appraisal shall be a part of the Obligation and shall be paid by Grantor to the Bank on demand.

- 19. Effective as Financing Statement. This Mortgage shall be effective as a financing statement filed as a fixture filing with respect to all fixtures included within the Property, and is to be filed for record in the real estate records of each county where the Property (including eaid fixtures) is situated. This Mortgage shall also be effective as a financing statement covering any other Property and may be filed in any other appropriate filing or recording office. A carbon, photographic or other reproduction of this Mortgage or of any financing statement relating to this Mortgage shall be sufficient as a financing statement for any of the purposes referred to in this Section 19.
- 20. Waivers. Grantor hereby expressly waives presentment, demand, protest, notice of protest, notice of intention to accelerate, notice of acceleration, and any other notice or declaration of any kind, except as may be required by the Loan Documents or applicable law. To the extent allowable by applicable law, Grantor, for Grantor and Grantor's family, hereby waives and renounces all homesteed and exemption rights, if any, provided for by the Constitution and Laws of the United States or the State of Florida, in and to the Property as against the collection of the Obligation, or any part thereof; and Grantor agrees that where, by the terms of this Mortgage or the Obligation, a day is named or a time fixed for the payment of any sum of money or the performance of any agreement, the time stated enters into the consideration and is of the essence of the whole agreement.
- 21. Governing Law; Soverability. This Mortgage shall be governed by Florida law and applicable federal law. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.
- 22. Interpretations. Within this Mortgage, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the piural, unless the context otherwise requires. Titles appearing at the beginning of any subdivisions hereof are for convenience only, do not constitute any part of such subdivisions, and shall be disregarded in construing the language contained in such subdivisions. The Bank has no fiduciary, partnership or other special relationship with Grantor under the Loan Documents or with respect to their subject matter, nor any implied covenants or duties, and any contrary inferences are hereby negated.
- 23. Special Provisions [If blank, there are no special provisions].
- 24. Special Notice to Granter. Any Grantor who signs this Mortgage but does not execute the Obligation: (a) is signing this Mortgage only to grant, bargain, sell and convey that Grantor's interest in the Property under the terms of this Mortgage; (b) is not by signing this Mortgage becoming personally obligated to pay the Obligation; and (c) agrees that the Bank and any other Grantor may agree to renew, extend, modify, forhear or make any accommodations with regard to the terms of this Mortgage or the Obligation or any other Loan Document without that Grantor's consent. The foregoing does not limit the liability of Grantor under any guaranty agreement or other agreement by such Grantor whereby such Grantor becomes liable for the Obligation in whole or in part.

Walver of right to trial by jury. Granter kereby walves the right to trial by jury in any action brought on this Merigage or the Obligation or any other matter arising in connection with this Merigage or the Obligation.

Any litigation arising out of or relating to this Mortgage or the Obligation shall be commenced and conducted in the courts of the State of Florida for the counties or the Fodoral Courts for the districts where SANK OF AMERICA, N.A. maintains offices and conducts banking business.

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OR BK 4948 PG1242 Escambia County, Florida INSTRUMENT 2002-991791

In Witness Whereof, this Mortgage has been duly executed by Grantor the day and your first above written.				
Witness (as to all signers):				
Malsolen	1. Mith	Water		
Type or Print Name	Type or Print Name	Nicholson		
Som R. Bakon				
Greater Signature	Granter Signature			
BENNIE R BAKER		N		
Type or Print Name 230 SAINT EUSEBIA ST	Type or Print Name			
Post Office Address PENSACOLA FL 32503-0000	Post Office Address			
Oranter Signature	Granter Signature			
Type or Print Name	Type or Print Name		i di kacamatan	
Post Office Address	Post Office Address			

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OR BK 4948 PG1243 Escambia County, Florida INSTRUMENT 2002-991791

RCD Aug 02, 2002 12:40 pm Escambia County, Florida

ERNIE LEE MAGAHA

## Individual Adenowledgment

		Clerk of the Circuit Court INSTRUMENT 2002-991791
State of FLORIDA	)	ING ( KOMEN ) 5005-331 / 31
County of Escambia	) es )	
For foregoing instrument was acknowledged before		who is nersonally known to me or who has produced
Drivers License	as identification	Signature of Porson Telling Adjuncted general
J. KEITH NICHOLSON Notary Public. State of Flor My norm, excises June 25. 2 No. CC948556	ida 🖠	Name of Acknowledger Typed, Printed or Stamped
Corporate Admowledgment		Serial Number, if any
State of FLORIDA	) ) ss	
County of	^`	
		day of by
known to me or who has produced		as identification.
		Signature of Person Taking Admowledgement
Notary Seal		Name of Acknowledger Typed, Printed or Stamped
Motary Seal		Title or Rank

Serial Number, if any

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Recorded in Public Records 6/9/2025 8:53 AM OR Book 9327 Page 1257, Instrument #2025041529, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00

Recorded in Public Records 6/9/2025 8:02 AM OR Book 9327 Page 1071, Instrument #2025041480, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording S27.00

## THE OFFICE OF ENVIRONMENTAL ENFORCEMENT SPECIAL MAGISTRATE IN AND FOR THE COUNTY OF ESCAMBIA, STATE OF FLORIDA

PETITIONER
ESCAMBIA COUNTY FLORIDA,

CASE NO: CE24073324L LOCATION: 5708 N PALAFOX HWY

PR#:

3515309000001001

HAND AND OFFICIAL SEAL

BE A TRUE

VS.

BAKER, BENNI 3442 CHANTARENCE DR PENSACOLA, FL 32507

RESPONDENT(S)

### ORDER

Special Magistrate on the Petition of the Environmental Enforcement Officer for alleged violation of the ordinances of the County of Escambia, State of Florida, and the Special Magistrate having considered the evidence before him in the form of testimony by the Enforcement Officer and the Respondent(s) or representative thereof, as well as evidence submitted, and after consideration of the appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate finds that a violation of the following Code of Ordinances has occurred and continues:

LDC. Ch. 4. Art. 7. Sec. 4-7.9 Outdoor Storage

Sec. 42-196(a) Nuisance - (A) Nuisance

Sec. 42-196(b) Nuisance - (B) Trash and Debris

THEREFORE, the Special Magistrate, being otherwise fully apprised, finds as follows:

It is hereby **ORDERED** that the **RESPONDENT(S)** shall have until 7/3/2025 to correct the violation(s) and to bring the violation into compliance.

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9/23/25, 4:07 PM

BK: 9327 PG: 1258

BK: 9327 PG: 1072

Corrective action shall include:

Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of maintain clean conditions to avoid a repeat violation.

Remove all outdoor storage from the property. Store indoor items in a garage, shed or dwelling.

If Respondent(s) fail to fully correct the violation(s) within the time required, Respondent(s) will be assessed a fine of \$50.00 per day, commencing 7/4/2025. This fine shall continue until the violation(s) is/are abated and the violation(s) brought into compliance, or until as otherwise provided by law. RESPONDENT IS REQUIRED, immediately upon full correction of the violation(s), to contact the Escambia County Office of Environmental Enforcement in writing to request that the office immediately inspect the property to make an official determination of whether the violation(s) has/have been abated and brought into compliance. If the violation(s) is/are not abated within the specified time period, Escambia County may elect to undertake any necessary measures to abate the violation(s). These measures could include, but are not limited to, DEMOLISHING NON-COMPLIANT STRUCTURES, LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE(S). At the request of Escambia County, the Sheriff shall enforce this order by taking reasonable law enforcement action to remove from the premises any unauthorized person interfering with the execution of this order or otherwise refusing to leave after warning. The reasonable cost of such abatement will be assessed against RESPONDENT(S) and shall constitute a lien on the property. Pursuant to Escambia County Resolution R2017-132, costs in the amount of \$250.00 are awarded in favor of Escambia County as the prevailing party against RESPONDENT(S).

This fine shall be forwarded to the Board of County Commissioners of Escambia
Page 2 Of 3

BK: 9327 PG: 1259 Last Page

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County. Under the authority of Sec. 162.09, Fla. Stat., as amended, and Sec. 30-35 of the Escambia County Code of Ordinances, as amended, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All fees, fines, and costs owing hereunder shall constitute a lien upon ALL REAL AND PERSONAL PROPERTY OWNED BY RESPONDENT(S) including property involved herein, which lien can be enforced by foreclosure and as provided by law.

An aggrieved party, including the local governing body, may appeal a final administrative order of an enforcement board to the circuit court. Such an appeal shall not be a hearing de novo but shall be limited to appellate review of the record created before the enforcement board. An appeal shall be filed within **30 days** of the execution of the order to be appealed.

Jurisdiction is hereby retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED in Escambia County, Florida on this 3rd day of

June, 2025.

Gregory Farrar Special Magistrate Office of Environmental Enforcement

PENSACOLITY :

Date:

Recorded in Public Records 7/15/2024 1:48 PM OR Book 9174 Page 1725, Instrument #2024053748, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$27.00

BEFORE THE CODE ENFORCEMENT AUTHORITY OF THE CITY OF PENSACOLA, FLORIDA

THE CITY OF PENSACOLA,

a Florida municipal corporation, by its Inspection Services Office (436-5600)

Petitioner.

VS.

BENNIE R. BAKER, Respondent(s). CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL ON FILE IN THIS OFFICE WITNESS MY HAND AND OFFICIAL SEAL CITY OF PENSACOLA CODE ENFORCEMENT AUTHORITY PASACOLA, FL.

Case # 23-050

# **CODE VIOLATION ORDER AND SUBSEQUENT AMENDMENTS**

The Special Magistrate having heard and considered sworn testimony and other evidence presented in this matter on <u>December 20, 2022</u>, after due notice to the respondent(s), makes the following findings of fact, conclusions of law, and orders that:

# A. FINDINGS OF FACT:

1. The respondent(s) own(s) and/or is (are) in possession of the real property located at 1711 East Lakeview Avenue, Pensacola, Escambia County, Florida, legally described as:

E1/2 OF LT 3 AND ALL LTS 4 5 6 AND W1/2 OF LT 7 BLK 233 LESS N 100 FT OF E 10 FT OF W 20 FT OF LT 7 BLK 233 NEW... TAX ACCT. #141954000.

- 2. The following described condition exists on the property: <u>an interior remodel has been started and the roof of the shed is being replaced, without obtaining official City permission</u> and the condition constitutes <u>no City building construction work permit(s)</u>.
- 3. The date this condition was first observed was <u>June 13, 2022;</u> reinspection made on <u>December 20, 2022</u>, confirmed the condition still existed on that date.
  - The respondent(s) received notice by:
     the posting of a notice on the property and at City Hall for ten (10) days beginning
     certified mail, return receipt requested,

on October 9, 2022, that the condition constitutes a violation of the Code of the City of Pensacola, Florida, and that a public quasi-judicial hearing thereon would be held before the Special Magistrate Judge beginning at 3:00 p.m. on December 20, 2022, at which hearing the respondent(s) DID NOT APPEAR.

# B. <u>CONCLUSIONS OF LAW:</u>

The respondent(s) and the property are in violation of Section(s):
 12-12-5 & 14-1-111 of the Code of the City of Pensacola, Florida.
 of the Florida Building Code.

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 of the	Standard Ho	ousing Co	de.	
	Internationa			nce Code

- 2. The City prevailed in prosecuting this case before the Special Magistrate Judge. If the City has already incurred costs to date in attempting to abate this violation and has requested that they be determined at this time, the Special Magistrate Judge finds the City's costs to be \_\_\_\_\_\_. [If the City has not as yet requested that its costs to date, if any, be determined at this time and/or if it later incurs costs to abate this violation, those total costs shall be administratively entered in this blank: \_\_\_\_\_.]
- 3. The aforesaid violation(s) or the condition causing the violation(s) does (do) <u>not</u> present a serious threat to the public health, safety, or welfare and/but the violation(s) or the condition causing the violation(s) is (are) <u>not</u> irreparable or irreversible in nature.

## C. ORDER:

Based on the above and foregoing findings and conclusions, it is hereby

## ORDERED that:

- 1. The respondent(s) must completely correct all of the aforesaid violation(s) before January 3, 2023, by either (a) removing and properly disposing of all of the unpermitted work and all construction debris and restoring the site to its original pre-construction condition or (b) applying for and securing the required City work/building construction permit (and Architectural Review Board variance if necessary.) Before commencing work, the respondent(s) must contact the City's Inspection Services Office at (850) 436-5600 to determine if, and by whom, City permit(s) must be purchased beforehand. Immediately after this work has been completed, the respondent(s) must call the City Inspection Services Office at (850) 436-5600 to schedule a re-inspection of the property to confirm that it has been done to code and/or completed
- 2. In the event this order is not complied with before the above compliance date(s), as early as at the City Code Enforcement Authority Meeting and Hearings scheduled to take place beginning at 3:00 P.M. (Central Time) on Tuesday, January 3, 2023, or at any such meeting and hearings thereafter, without further hearing or notice to the respondent(s), : A FINE MAY BE ASSESSED AGAINST EACH RESPONDENT AND THE ABOVE-DESCRIBED PROPERTY IN AN AMOUNT UP TO AND INCLUDING TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$250.00) PER DAY for that day and each and every day thereafter any violation continues to exist; and, without further hearing or notice to the respondent(s), A LIEN MAY BE IMPOSED AGAINST ANY AND ALL REAL AND PERSONAL PROPERTY OWNED BY THE RESPONDENT(S) WHICH IS NOT LEGALLY PROTECTED FROM ENCUMBERANCE AND LEVY; AND THE COSTS INCURRED BY THE CITY IN SUCCESSFULLY PROSECUTING THIS CASE MAY BE ASSESSED AGAINST THE RESPONDENT(S).
- It is the responsibility of the respondent(s) to contact the above-named City Office prosecuting this case to arrange for re-inspection of the property to verify compliance <u>AS SOON AS IT IS ACHIEVED</u>.

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- 4. If the violation(s) is (are) corrected and, thereafter, a City Code Enforcement Officer finds that a repeat violation has occurred, a fine in the amount of up to and including Five Hundred and no/100 Dollars (\$500.00) per day may be assessed against the respondent(s) for each day the repeat violation is found to have occurred by the City Code Enforcement Officer and for each and every day thereafter the repeat violation continues to exist.
- 5. Pursuant to Sections 162.07 and 162.09, Florida Statutes, without further hearing or notice to the respondent(s), the original or a certified copy of this and/or any subsequent Special Magistrate's order may be recorded in the public records of Escambia County, Florida, and, once recorded, CONSTITUTES NOTICE TO AND MAKES THE FINDINGS OF THIS ORDER BINDING on the respondent(s) and any subsequent purchasers of the property, and any successors in interest or assigns of the respondent(s).
- 6. Jurisdiction of this matter and the parties is retained to enter such further orders as may be appropriate and necessary.
- 7. Any aggrieved party hereto, including the City, may appeal this order to the Circuit Court of Escambia County, Florida, within thirty (30) days of the entry of this order.

ENTERED on December 26, 2022, at Pensacola, Florida.

PENSACOLA CODE ENFORCEMENT AUTHORITY

(Signature of Special Magistrate Judge)

[SEAL]

Louis F. Ray, Jr.

(Printed Name of Special Magistrate Judge)

STATE OF FLORIDA COUNTY OF ESCAMBIA

The execution of the foregoing order was acknowledged before me on December 2., 2022, by Louis F. Ray, Jr., as Special Magistrate Judge for the City of Pensacola, Florida, who is personally known to me and who did take an oath.

This original order was prepared by and ATTESTED to by:
Joanna Walker
Florida Notary Public &
Administrative Officer of the
Code Enforcement Authority of the
City of Pensacola, Florida

the <u>Joanna Walker</u>

(Printed Name of Notary & Admin. Officer)

(Signature of Notary and Administrative Officer)

2849 N. Palafox Street Pensacola, FL 32501 (850) 436-5500

JOANNA BERRY WALKER
Notary Public - State of Florida
Commission & HH 195720
My Comm. Expires Nov 7, 2025
Bonded through National Notary Assn.

This instrument was prepared by Amy Lovoy Finance Director City of Pensacola, Florida

## LIEN FOR IMPROVEMENTS

The **CITY OF PENSACOLA**, a Florida municipal corporation, acting pursuant to Sections 13-1-6 and 13-1-7 Code of the City of Pensacola, does hereby claim and impose a Lien of the following described real property located in Pensacola, Escambia County, Florida, to-wit:

BAKER, BENNI 421 W JACKSON STREET E 40 FT OF W 148 FT OF LTS 4 5 AND OF N ½ OF LT 3 BEL NO BLK 16 BELMONT TRACT

Parcel Identification Number <u>000S009010043016</u> Real Estate Account Number <u>131094000</u>

in the total amount of \$219.00 (Two Hundred Nineteen & 00/100) for all cost incurred in clearing weeds, undergrowth, trash, filth, garbage or other refuse from the aforementioned property on or about the 1st day of May 2023. Said lien shall be equal in dignity to all other special assessments for benefits against property within the City.

DATED this 1st day of August, 2023

THE CITY OF PENSACOLA a municipal corporation

BY:
KERRITH FIDDLER
CITY ADMINISTRATOR

ASSICITY CLERK (SEAL)

ATTEST:

STATE OF FLORIDA

COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this day of 200 by Kerrith Fiddler, City Administrator of the City of Pensacola, a Florida municipal corporation, on behalf of said municipal corporation who is personally known to me.

DENISE MYRICK
Commission # HH 174784
Expires September 11, 2025
Bonded Thru Troy Fells Incurence 600-385-7019

NOTARY PUBLIC