

Sign here:

## 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

Part 1: Tax Deed Application Information **KEYS FUNDING LLC - 8023** Applicant Name Apr 21, 2025 Application date PO BOX 71540 **Applicant Address** PHILADELPHIA, PA 19176-1540 **HICKS LINDA DELORIS** Property 2023 / 7136 Certificate # description 708 E SCOTT ST PENSACOLA, FL 708 E SCOTT ST 13-3614-000 06/01/2023 W 10 FT OF LT 1 AND E 30 FT OF LT 2 BLK 91 EAST Date certificate issued KING TRACT OR 5589 P 1797 CA 63 Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application Column 5: Total Column 1 Column 2 Column 3 Column 4 **Face Amount of Certificate** Interest (Column 3 + Column 4) **Date of Certificate Sale** Certificate Number 78.46 643.07 # 2023/7136 06/01/2023 564.61 →Part 2: Total\* 643.07 Part 3: Other Certificates Redeemed by Applicant (Other than County) Total Column 2 Column 3 Column 5 Column 1 Column 4 Face Amount of (Column 3 + Column 4 Date of Other Tax Collector's Fee Interest Certificate Number + Column 5) Certificate Sale Other Certificate 621.39 # 2024/7224 06/01/2024 569.46 6.25 45.68 621.39 Part 3: Total\* Part 4: Tax Collector Certified Amounts (Lines 1-7) 1,264.46 1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (\*Total of Parts 2 + 3 above) 0.00 2. Delinquent taxes paid by the applicant 528.70 3. Current taxes paid by the applicant 200.00 4. Property information report fee 175.00 5. Tax deed application fee 0.00 Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2) **7**. Total Paid (Lines 1-6) 2.168.16 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. Escambia, Florida

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

Collector or Designee

Date April 24th, 2025

Par	t 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.		
14.	Total Paid (Lines 8-13)	
15.	Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	26,847.50
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign	here: Date of sale01/07/2 Signature, Clerk of Court or Designee	026

#### 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: 2500312

To: Tax Collector of ESCAMBIA COUNTY		_, Florida	
I, KEYS FUNDING LLC - 8023 PO BOX 71540 PHILADELPHIA, PA 19176-154 hold the listed tax certificate and	•	same to the Tax	Collector and make tax deed application thereon:
Account Number	Certificate No.	Date	Legal Description
13-3614-000	2023/7136	06-01-2023	W 10 FT OF LT 1 AND E 30 FT OF LT 2 BLK 91 EAST KING TRACT OR 5589 P 1797 CA 63
Sheriff's costs, if applied	g tax certificates plus i l omitted taxes, plus ir fees, property informa cable	iterest covering th	
Electronic signature on file KEYS FUNDING LLC - 8023 PO BOX 71540 PHILADELPHIA, PA 19176-	1540 s signature	·	04-21-2025 Application Date
Applicant	o organization to		



## Gary "Bubba" Peters Escambia County Property Appraiser

**Real Estate Search** 

**Tangible Property Search** 

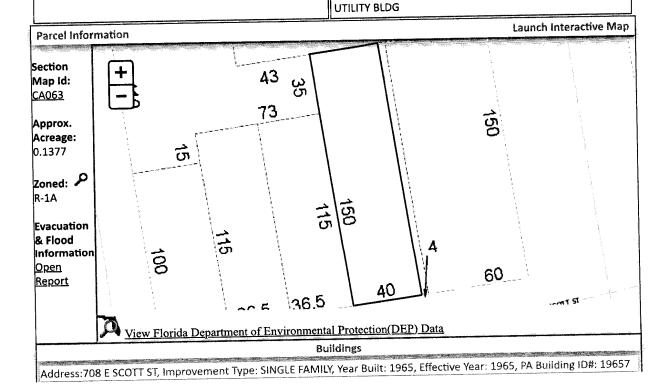
Sale List

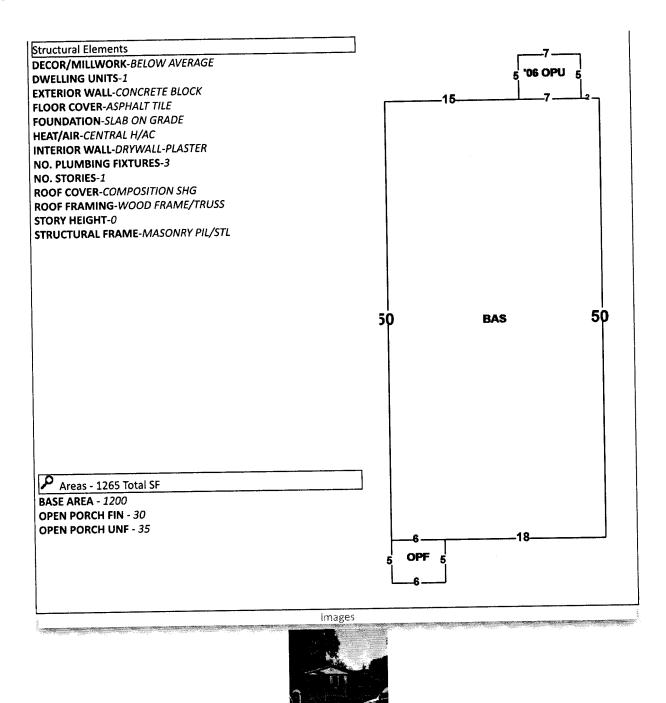
**Back** 

Printer Friendly Version Nav. Mode 

Account 

Parcel ID Assessments General Information Total Cap Val Land Imprv Year Parcel ID: 0005009020013091 \$53,695 \$104,354 \$80,354 2024 \$24,000 133614000 Account: \$52,132 2023 \$15,000 \$76,143 \$91,143 HICKS LINDA DELORIS **Owners:** \$50,614 \$80,104 \$68,104 \$12,000 2022 708 E SCOTT ST Mail: PENSACOLA, FL 32503 Disclaimer 708 E SCOTT ST 32503 Situs: SINGLE FAMILY RESID 🔑 Use Code: **Tax Estimator** Taxing PENSACOLA CITY LIMITS **Authority: Change of Address** Open Tax Inquiry Window Tax Inquiry: Tax Inquiry link courtesy of Scott Lunsford File for Exemption(s) Online Escambia County Tax Collector **Report Storm Damage** 2024 Certified Roll Exemptions Sales Data Type List: 🔑 HOMESTEAD EXEMPTION Sale Date Book Page Value Type Multi Parcel Records Legal Description 03/2005 5589 1797 \$100 QC W 10 FT OF LT 1 AND E 30 FT OF LT 2 BLK 91 EAST KING 01/1970 474 185 \$100 WD TRACT OR 5589 P 1797 CA 63 Official Records Inquiry courtesy of Pam Childers Extra Features Escambia County Clerk of the Circuit Court and CARPORT Comptroller SCREEN PORCH





10/12/2016 12:00:00 AM

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

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2025037224 5/20/2025 3:46 PM
OFF REC BK: 9320 PG: 842 Doc Type: TDN

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That KEYS FUNDING LLC holder of Tax Certificate No. 07136, issued the 1st day of June, A.D., 2023 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

W 10 FT OF LT 1 AND E 30 FT OF LT 2 BLK 91 EAST KING TRACT OR 5589 P 1797 CA 63

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 133614000 (0126-27)

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

#### LINDA DELORIS HICKS

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.

COMPTRO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk

## **PERDIDO TITLE SOLUTIONS**

## Precise · Professional · Proven

#### PROPERTY INFORMATION REPORT

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

THE ATTACHED I	THE ATTACHED REPORT IS ISSUED TO:							
SCOTT LUNSFOR	SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR							
TAX ACCOUNT #:	13-3614-000	CERTIFICATE #:	2023-713	<u> </u>				
REPORT IS LIMIT	NOT TITLE INSURANCE. THE ED TO THE PERSON(S) EXPR EPORT AS THE RECIPIENT(S)	ESSLY IDENTIFIED B	Y NAME IN THE	PROPERTY				
listing of the owner( tax information and	prepared in accordance with the (s) of record of the land described a listing and copies of all open or ded in the Official Record Books in page 2 herein.	herein together with cu unsatisfied leases, mor	rrent and delinquer tgages, judgments a	nt ad valorem and				
and mineral or any s	ect to: Current year taxes; taxes and subsurface rights of any kind or narlaps, boundary line disputes.							
	t insure or guarantee the validity surance policy, an opinion of title							
Use of the term "Re	port" herein refers to the Property	Information Report and	d the documents att	ached hereto.				
Period Searched:	October 16, 2025 to and includi	ng October 16, 2025	_ Abstractor:	Andrew Hunt				
ВҮ								
Malphe								

Michael A. Campbell, As President

Dated: October 19, 2025

#### PROPERTY INFORMATION REPORT

**CONTINUATION PAGE** 

October 19, 2025

Tax Account #: 13-3614-000

1. The Grantee(s) of the last deed(s) of record is/are: LINDA DELORIS HICKS

By Virtue of Quitclaim Deed recorded 3/9/2005 in OR 5589/1797

- 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 The Small Business Administration recorded 4/8/2005 OR 5614/244 together with Modification of Mortgage recorded 7/29/2005 OR 5692/1728
  - b. Judgment in favor State Farm Mutual Automobile Insurance Company as Subrogee of Elizabeth Lockwood recorded 12/16/2014 OR 7273/971
- 4. Taxes:

Taxes for the year(s) 2022-2024 are delinquent.

Tax Account #: 13-3614-000 Assessed Value: \$53,695.00

**Exemptions: HOMESTEAD EXEMPTION** 

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

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

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

### PERDIDO TITLE SOLUTIONS

#### PROPERTY INFORMATION REPORT

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

**Scott Lunsford** 

**Escambia County Tax Collector** 

P.O. Box 1312

Pensacola, FL 32591

CERTIFICATION:	PROPERTY INFORMAT	ION REPORT FOR TDA
CENTITION		TON NEI ONI TON IDA

TAX DEED SALE DATE:	JAN 7, 2026		
TAX ACCOUNT #:	13-3614-000		
CERTIFICATE #:	2023-7136		
those persons, firms, and/or agencies ha	orida Statutes, the following is a list of names and addresses of aving legal interest in or claim against the above-described e certificate is being submitted as proper notification of tax deed		
YES NO  Notify City of Pensacola, Notify Escambia County, Homestead for 2025 tax	190 Governmental Center, 32502		
LINDA DELORIS HICKS 708 E SCOTT ST PENSACOLA, FL 32503	SMALL BUSINESS ADMINISTRATION 801 TOM MARTIN DR STE 120 BIRMINGHAM, AL 35211		
STATE FARM MUTUAL AUTOMOR	ILE INSURANCE COMPANY		

PO BOX 2371 BLOOMINGTON, IL 61702-2371

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 #:13-3614-000

## LEGAL DESCRIPTION EXHIBIT "A"

# W 10 FT OF LT 1 AND E 30 FT OF LT 2 BLK 91 EAST KING TRACT OR 5589 P 1797 CA 63 SECTION 00, TOWNSHIP 0 S, RANGE 00 W TAX ACCOUNT NUMBER 13-3614-000(0126-27)

Recorded in Public Records 03/09/2005 at 01:14 PM, OR Book 5589 Page 1797, Instrument #2005343896, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$0.70

<b>Quitclaim Deed</b>	
THIS QUITCLAIM DEED, executed this 4th day of MARCH	
by first party, Grantor, ANNTE LEE HICKS 32506 whose post office address is 312 PAINING CIRCLE PENSACOLA,	FL:
to second party, Grantee, LINDA DELORIS HICKS 3253	
whose post office address is 708 EAST SCOTT STREET	
WITNESSETH, That the said first party, for good consideration and for the sum of	ED
DOLLAKS	Dollars (\$
paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, releasaid second party forever, all the right, title, interest and claim which the said first party has in and to parcel of land, and improvements and appurtenances thereto in the County of to wit:	the following described
보이 하는 사람은 학생 제작으로 사라고 얼마 흔들고 살아왔다.	
WIOFT OF LT 1 + E30 F	TOF
LT2 BIK 91 OR 154 PS	28
LT2 ISIR IT OR 131 EAST KING TRACT OR 479	15182
	cn/2
	CA63

Page 1

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IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:
Signature of Witness: Jamuil a Muru
Print name of Witness: Situaces Situaces
Signature of Witness: Said Bare
Print name of Witness: GAN BARE
Signature of First Party: X Marie & Hicks
Print name of First Party: A NOTE LEE HICKS
Signature of Second Party: Audi & Hade
Print name of Second Party: LINCA DELORIS HICKS
Signature of Preparer Junda D. Huda
Print Name of Preparer LINDA D. Harons
Address of Preparer 108 EAST SCOTT STREET
State of FORIOA County of ESCAMBIA
on 3/8/OS before me, SAMUEL Wyers, appeared Drive L. Hicks
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the
person(s) agreed, executed the instrument. WITNESS my hand and official seal. Ernie Lee Magaha Clerk of the Circuit Court
Signature of Notary  Affiant Known Produced 10
Type of ID
(Seal)

Page 2

Recorded in Public Records 04/08/2005 at 01:00 PM, OR Book 5614 Page 244, Instrument #2005357580, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$35.50 MTG Stamps \$85.05

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

THIS INSTRUMENT PREPARED BY AND MAIL TO: Martin Estes, Attorney/Advisor U.S. SMALL BUSINESS ADMINISTRATION 14925 Kingsport Road Fort Worth, Texas 76155-2243 (817)868-2300

HICKS, Linda D. # 3627-24898 Loan No. DLH 87134040-04 Instrument exempt from Class "C" Intangilbe Tax ERNIE LEE MAGAHA, CLERK

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## MORTGAGE (Direct)

This mortgage made and entered into this 19th day of March 2005, by and between Linda D. Hicks wata Linda Deloris Hicks, a single person, 708 East Scott St., Pensacola, Florida 32503 (hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at 801 Tom Martin Drive, Suite 120, Birmingham, Alabama, 35211

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

W 10 FT of LT 1 & E 30 FT of LT 2 Blk 91 OR 154 P 538 East King Tract OR 474 P 185 CA63

More commonly known as: 708 East Scott St., Pensacola, Florida, 32503

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

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

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

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

This instrument is given to secure the payment of a promissory note dated <u>March 19, 2005</u> in the principal sum of \$24,300.00 and maturing on <u>March 19, 2035</u>.

1. The mortgagor covenants and agrees as follows:

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- a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.
- b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.
- c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said premises. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.
- d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.
- e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.
- f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.
- g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable and shall be secured by the lien of this mortgage.
- h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.
- i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.
- j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.
  - k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.
- 2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner

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HICKS, Linda D. 3627-24898 / DLH 87134040-04

of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

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

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

- 4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.
- 5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisement.
- 6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.
- 7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

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- 8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.
- 9. In compliance with section 101.106 of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.106], this instrument is to be construed and enforced in accordance with applicable Federal law.
- 10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.
- Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 708 East Scott St., Pensacola, Florida 32503 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 801 Tom Martin Drive, Suite 120 Birmingham, Alabama, 35211.

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

as identification.

Linda D. Hicks by

Notary Public, State of Florida at Large

My Commission Expires:

TEDRA GIBBS
MY COMMISSION #DD122486
EXPIRES: JUNE 5, 2006
Bonded through Advantage Notary

Recorded in Public Records 07/29/2005 at 02:05 PM OR Book 5692 Page 1728, Instrument #2005401099, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$18.50 MTG Stamps \$34.30

SBA LOAN NUMBER: DEH 8	7134040-04		
CONTROL NUMBER: 3627-246	398		
MODIFICA OF	TION		
MORTGA	AGE		
STATE OF FLORIDA	)		
COUNTY OF ESCAMBIA	)		

For the purpose of conforming the same to the intention of the parties, and in consideration of the premises hereinafter set forth, it is agreed between the parties that the MORTGAGE made <u>Linda D. Hicks wata Linda Deloris Hicks</u>, a single person to the Administrator of the Small Business Administration, an agency of the Government of the United States of America, <u>801 Tom Martin Drive</u>, <u>Suite 120</u>, <u>Birmingham</u>, <u>Alabama</u>, <u>35211</u> on <u>March 19</u>, <u>2005</u>, and recorded in Instrument Number <u>2005357580 BK 5614 PG 244-247</u> of the <u>Escambia</u>, State of <u>Florida</u> Records on <u>April 8, 2005</u> shall be amended as described and modified in the following particulars:

The principal sum of the Promissory Note said MORTGAGE secures has been increased from \$24,300.00 to \$34,100.00, pursuant to Promissory Note dated July 6, 2005.

Except as hereinabove set forth, all other terms and conditions of said instrument shall remain in full force and effect.

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

The property securing said MORTGAGE is described as follows:

W 10 FT of LT 1 & E 30 FT of LT 2 Blk 91 OR 154 P 538 East King Tract OR 474 P 185 CA63

More commonly known as: 708 East Scott St., Pensacola, Florida, 32503

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IN WITNESS WHEREOF, the Mortgagor has executed this MODIFICATION OF MORTGAGE this  $\frac{29+2}{4}$  day of  $\frac{1}{20}$ .

STATE OF \_\_\_FLORIDA

The foregoing instrument was acknowledged before me this 29 day of by Linda D. Hicks who has produced a 10 r factor as identification.

Policy State of Florida at Large 10 me this 29 day of as identification. \_, 20\_

THIS INSTRUMENT PREPARED BY AND MAIL TO:

Jill McNickle, Attorney Small Business Administration Disaster Assistance, Area 3 14925 Kingsport Road Fort Worth, TX 76155-2243

Control Number: 3627-24898

(Rev. 09/98)

Recorded in Public Records 12/16/2014 at 10:51 AM OR Book 7273 Page 971, Instrument #2014093300, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$18.50

Recorded in Public Records 10/29/2014 at 01:32 PM OR Book 7250 Page 601, Instrument #2014080487, Pam Childers Clerk of the Circuit Court Escambia County, FL

Filing # 19739633 Electronically Filed 10/23/2014 02:32:29 PM

IN THE COUNTY COURT, IN THE FIRST JUDICIAL CIRCUIT, IN AND FOR ESCAMBIA COUNTY, FLORIDA

CASE NO.: 2013 CC 000074

DIVISION: V

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY as Subrogee of ELIZABETH LOCKWOOD,

Plaintiff,

VS.

BREONA MONET HICKS, an Individual, LINDA DELORIS HICKS, an Individual and ERIC VINCENT FERNANDEZ, an Individual,

Defendants.

#### FINAL JUDGMENT

This Cause, came before the Court upon the Plaintiff's Motion for Final Judgment, and the Court finds that the defendants. Breona Monet Hicks, Linda Deloris Hicks and Eric Vincent Fernandez, were duly and properly served pursuant to Chapter 48, Florida statutes and finds that the defendants. Breona Monet Hicks, Linda Deloris Hicks and Eric Vincent Fernandez, are indebted to Plaintiff in the principal sum of \$10,021.57 and prejudgment interest in the sum of \$1,657.03. The Court further finds that Plaintiff is entitled to recover its taxable costs in the amount of \$458.50.

It is ORDERED and ADJUDGED that Plaintiff State Farm Mutual Automobile Insurance Company recover from Defendants Breona Monet Hicks, Linda Deloris Hicks and Eric Vincent Fernandez the principal sum of \$10,021.57, prejudgment interest of \$1,657.03 plus costs herein taxed at \$458.50, for a total sum of \$12,137.10 that shall bear interest at the rate of 4.75%, and as adjusted pursuant to F.S. 55.03, for all of which let execution issue.

It is further ORDERED and ADJUDGED that the judgment debtors shall complete under oath Florida Rule of Civil Procedure Form 1.977 (Fact Information Sheet), including all required

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> attachments, and serve it on the judgment creditor's attorney, or the judgment creditor if the judgment creditor is not represented by an attorney, within 45 days from the date of this final judgment, unless the final judgment is satisfied or post-judgment discovery is stayed.

Jurisdiction of this case is retained to enter further orders that are proper to compel the judgment debtors to complete Form 1.977, including all required attachments, and serve it on the judgment creditor's attorney, or the judgment creditor if the judgment creditor is not represented by an attorney.

The Clerk of this Court shall not record the Fact Information Sheet the Defendants are ordered to complete herein.

ORDERED at Escambia County, Florida this 2

CERTIFIED TO BE ORIGINAL ON FILE WITNESS MY HAND AN

210 ber 2014.

PAM CHILDERS

CLERK OF THE CIRCUIT COURT & COMPTROLLER

D.C.

MBIA COUNTY, FLORIDA

DATE:

For info on payoff and Satisfaction call (904) 482-0871 And use ref# 201102981

10-29-14W Copies To:

Breona Monet Hicks, 708 E Scott St., Pensacola, FL 32503 Linda Deloris Hicks, 708 E Scott St., Pensacola, FL 32503

Eric Vincent Fernandez, 708 1/2 E Scott St., Pensacola, FL 32503-3935

Hiday & Ricke, P.A., Post Office Box 550858, Jacksonville, FL 32255

Pursuant to F.S. 55.10; Plaintiff's name and address is State Farm Mutual Automobile Insurance Company, Post Office Box 2371, Bloomington, IL 61702-2371

Claim No.: 59-A764-628

