



# 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

0126.49

<b>Part 1: Tax Deed Application Information</b>				
Applicant Name Applicant Address	KEYS FUNDING LLC - 5023 PO BOX 71540 PHILADELPHIA, PA 19176-1540		Application date	Apr 21, 2025
Property description	MOSS CYNTHIA R 1001 W LA RUA ST PENSACOLA, FL 32501 1001 W LA RUA ST 15-0490-200 E 41 28/100 FT OF LTS 13 14 AND THE N 4 5/10 FT OF E 41 28/100 FT OF LT 15 BLK 39 WEST KING TRACT OR (Full legal attached.)		Certificate #	2023 / 7422
			Date certificate issued	06/01/2023
<b>Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application</b>				
Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2023/7422	06/01/2023	384.02	19.20	403.22
→ Part 2: Total*				403.22
<b>Part 3: Other Certificates Redeemed by Applicant (Other than County)</b>				
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest  Total (Column 3 + Column 4 + Column 5)
# 2024/7509	06/01/2024	321.24	6.25	25.77 353.26
Part 3: Total*				353.26
<b>Part 4: Tax Collector Certified Amounts (Lines 1-7)</b>				
1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)				756.48
2. Delinquent taxes paid by the applicant				0.00
3. Current taxes paid by the applicant				314.46
4. Property information report fee				200.00
5. Tax deed application fee				175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)				0.00
7. Total Paid (Lines 1-6)				1,445.94
I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.				
Sign here: _____		Escambia, Florida		
Signature Tax Collector or Designee		Date April 24th, 2025		

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

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

8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. <b>Total Paid (Lines 8-13)</b>	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	21,753.50
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Signature, Clerk of Court or Designee	Date of sale <u>01/07/2026</u>

**INSTRUCTIONS**

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

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

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

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

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

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

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

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

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

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

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

**Clerk of Court (complete Part 5)**

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

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

E 41 28/100 FT OF LTS 13 14 AND THE N 4 5/10 FT OF E 41 28/100 FT OF LT 15 BLK 39 WEST KING TRACT OR 5656 P 1436  
OR 8792 P 556 CA 105

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

512  
R. 12/16

Application Number: 2500298

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

KEYS FUNDING LLC - 5023  
PO BOX 71540  
PHILADELPHIA, PA 19176-1540,

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

Account Number	Certificate No.	Date	Legal Description
15-0490-200	2023/7422	06-01-2023	E 41 28/100 FT OF LTS 13 14 AND THE N 4 5/10 FT OF E 41 28/100 FT OF LT 15 BLK 39 WEST KING TRACT OR 5656 P 1436 OR 8792 P 556 CA 105

I agree to:

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

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

Electronic signature on file  
KEYS FUNDING LLC - 5023  
PO BOX 71540  
PHILADELPHIA, PA 19176-1540

04-21-2025  
Application Date

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



# Gary "Bubba" Peters

## Escambia County Property Appraiser

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

General Information							Assessments				
Parcel ID:							Year	Land	Imprv	Total	Cap Val
Account:							2024	\$40,560	\$110,812	\$151,372	\$43,507
Owners:							2023	\$40,560	\$106,114	\$146,674	\$42,240
Mail:							2022	\$12,168	\$94,686	\$106,854	\$41,010
Situs:							Disclaimer				
Use Code:							Tax Estimator				
Taxing Authority:							Change of Address				
Tax Inquiry:							File for Exemption(s) Online				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector							Report Storm Damage				
Sales Data Type List:							2024 Certified Roll Exemptions				
Sale Date Book Page Value Type Multi Parcel Records							HOMESTEAD EXEMPTION,WIDOW				
05/25/2022	8792	556	\$100	OT	N		E 41 28/100 FT OF LTS 13 14 AND THE N 4 5/10 FT OF E 41 28/100 FT OF LT 15 BLK 39 WEST KING TRACT OR 5656 P...				
06/2005	5656	1436	\$100	QC	N						
05/2004	5411	237	\$100	QC	N						
09/1989	2665	912	\$100	CJ	N						
01/1989	2656	912	\$100	CJ	N						
10/1986	2444	902	\$4,500	QC	N						
11/1983	1925	667	\$600	QC	N						
02/1983	1733	5	\$100	WD	N						
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller							Extra Features				
							None				

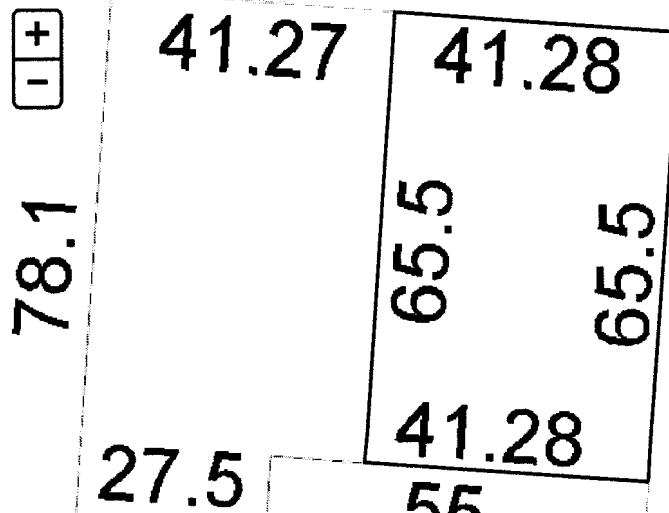
[Parcel Information](#)
[Launch Interactive Map](#)

Section  
Map Id:  
CA105

Approx.  
Acreage:  
0.0621

Zoned:  
R-1A

Evacuation  
& Flood  
Information  
Open  
Report



[View Florida Department of Environmental Protection\(DEP\) Data](#)

### Buildings

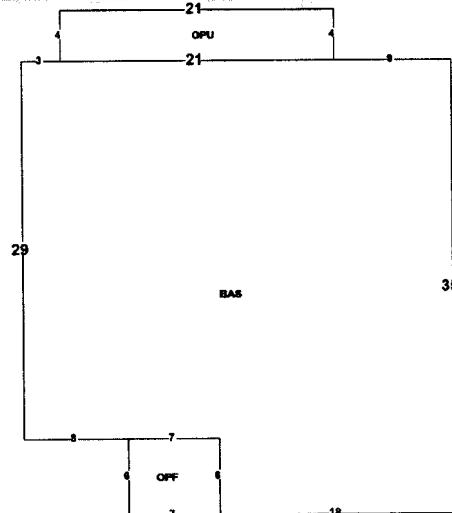
Address: 1001 W LA RUA ST, Improvement Type: SINGLE FAMILY, Year Built: 2006, Effective Year: 2006, PA Building ID#: 24573

#### Structural Elements

DECOR/MILLWORK-AVERAGE  
DWELLING UNITS-1  
EXTERIOR WALL-VINYL SIDING  
FLOOR COVER-CARPET  
FOUNDATION-SLAB ON GRADE  
HEAT/AIR-CENTRAL H/AC  
INTERIOR WALL-DRYWALL-PLASTER  
NO. PLUMBING FIXTURES-6  
NO. STORIES-1  
ROOF COVER-COMPOSITION SHG  
ROOF FRAMING-GABL/HIP COMBO  
STORY HEIGHT-0  
STRUCTURAL FRAME-WOOD FRAME

#### Areas - 1191 Total SF

BASE AREA - 1065  
OPEN PORCH FIN - 42  
OPEN PORCH UNF - 84



### Images



2/29/2024 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# 2025037247 5/20/2025 4:05 PM  
OFF REC BK: 9320 PG: 868 Doc Type: TDN

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **KEYS FUNDING LLC** holder of **Tax Certificate No. 07422**, 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 41 28/100 FT OF LTS 13 14 AND THE N 4 5/10 FT OF E 41 28/100 FT OF LT 15 BLK 39 WEST KING TRACT OR 5656 P 1436 OR 8792 P 556 CA 105**

**SECTION 00, TOWNSHIP 0 S, RANGE 00 W**

**TAX ACCOUNT NUMBER 150490200 (0126-49)**

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

**CYNTHIA R MOSS**

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first Wednesday** in the month of January, which is the **7th day of January 2026**.

Dated this 20th day of May 2025.

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

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



By:  
Emily Hogg  
Deputy Clerk

Redeemed From Sale



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

**Tax Deed Sales - Redeemed From Sale**

**Account: 150490200 Certificate Number: 007422 of 2023**

Date Of  
Redemption

8/13/2025



Clerk's Check

1

Clerk's Total

\$817.20

Postage

\$0.00

Tax Deed Court Registry \$783.20

Payor Name

CYNTHIA MOSS  
1001 W LA RUA  
PENSACOLA FL 32501



Notes



**Submit**

**Reset**

**Print Preview**

**Print Receipt**

**Commit Redemption**

# PERDIDO TITLE SOLUTIONS

Precise · Professional · Proven

## PROPERTY INFORMATION REPORT

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

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 15-0490-200 CERTIFICATE #: 2023-7422

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

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

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

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

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

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

BY



Michael A. Campbell,  
As President  
Dated: October 17, 2025

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

October 17, 2025  
Tax Account #: **15-0490-200**

1. The Grantee(s) of the last deed(s) of record is/are: **CYNTHIA R MOSS**

**By Virtue of Quit Claim Deed recorded 6/9/2005 in OR 5656/1436 together with Death Certificate recorded 5/25/2022 in OR 8792/556**

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 Florida Housing Finance Corporation recorded 3/29/2006 – OR 5870/1576**
  - b. **Mortgage in favor of The City of Pensacola recorded 8/21/2006 – OR 5975/1119**
  - c. **Lien in favor of City of Pensacola recorded 4/16/2025 – OR 9304/19**
  - d. **Order in favor of Advocate Investment Corp. recorded 6/1/2010 – OR 6597/486**
  - e. **Judgment in favor of 421 Financial Services Inc recorded 3/17/2020 – OR 8265/638**
  - f. **Judgment in favor of OneMain Financial Group LLC recorded 9/20/2022 – OR 8861/1507**
4. Taxes:

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

**Tax Account #: 15-0490-200**

**Assessed Value: \$45,507.00**

**Exemptions: HOMESTEAD EXEMPTION, WODOW**

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

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

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

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

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

**CERTIFICATION: PROPERTY INFORMATION REPORT FOR TDA**

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

**TAX ACCOUNT #:** 15-0490-200

**CERTIFICATE #:** 2023-7422

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

**YES      NO**

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

**CYNTHIA R MOSS  
1001 W LA RUA ST  
PENSACOLA, FL 32501**

**FLORIDA HOUSING FINANCE CORP  
227 N BRONOUGH ST STE 5000  
TALLAHASSEE, FL 32301-1329**

**ADVOCATE INVESTMENT CORP  
66 W FLAGLER ST STE 400  
MIAMI, FL 33130**

**421 FINANCIAL SERVICES INC  
205-8927 HYPOLUXO RD A4  
LAKE WORTH, FL 33467**

**ONEMAIN FINANCIAL GROUP LLC  
601 NW 2ND ST  
EVANSVILLE, IN 47708**

**Certified and delivered to Escambia County Tax Collector, this 17<sup>th</sup> day of October 2025.**

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



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

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

**PROPERTY INFORMATION REPORT**

**October 17, 2025**  
**Tax Account #:15-0490-200**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**E 41 28/100 FT OF LTS 13 14 AND THE N 4 5/10 FT OF E 41 28/100 FT OF LT 15 BLK 39 WEST  
KING TRACT OR 5656 P 1436 OR 8792 P 556 CA 105**

**SECTION 00, TOWNSHIP 0 S, RANGE 00 W**

**TAX ACCOUNT NUMBER 15-0490-200(0126-49)**

Recorded in Public Records 06/09/2005 at 11:52 AM OR Book 5656 Page 1436,  
 Instrument #2005381820, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
 County, FL Recording \$10.00 Deed Stamps \$0.70

This Instrument Prepared By:

G. Thomas Smith, Esq.  
 Smith, Sauer, & DeMaria  
 510 East Zaragoza Street  
 Pensacola, FL 32502

**QUIT CLAIM DEED**

**THIS QUIT CLAIM DEED**, executed this 2<sup>nd</sup> day of June, 2005, by William Moss, first party, to William Moss and Cynthia R. Moss, husband and wife, tenants by the entireties, whose post office address is 1001 W. La Rue Street, Pensacola of the County of Escambia, State of Florida 32501, and whose tax identification number or social security number is \_\_\_\_\_, respectively, second party:

**WITNESSETH**, That said first party, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate and lying and being in the County of Escambia, State of Florida, to-wit:

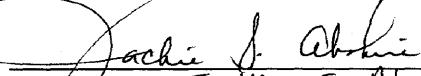
The East 41.28 feet of Lots 13 and 14 and the North 4.5 feet of the East 41.28 feet of Lot 15, Block 39, West King Tract, as per Watson's map of 1906.

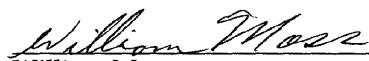
PIN # 000S009060010039

**TO HAVE AND TO HOLD** the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behoof of the said second party forever.

**IN WITNESS WHEREOF**, The said first party has signed and sealed the day and year first above written.

**WITNESSES:**

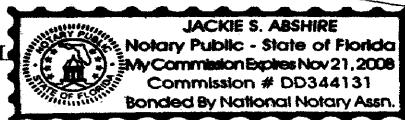
  
 Printed name: Jackie S. Abshire  
  
 Printed name: R. Helms

  
 William Moss

STATE OF FLORIDA  
 COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2<sup>nd</sup> day of June, 2005, by William Moss, who ( X ) is personally known to me or who ( ) has produced as identification.

(NOTARY SEAL)



Notary Public - State of Florida  
 Printed Name: Jackie S. Abshire  
 My Commission Expires: 11/21/08

Recorded in Public Records 03/29/2006 at 10:01 AM OR Book 5870 Page 1576,  
 Instrument #2006031236, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
 County, FL Recording \$44.00 MTG Stamps \$157.50

This instrument was prepared by:  
 M. Thomas Lane  
 Department of Housing  
 P.O. Box 12910  
 Pensacola, FL 32521-0031

County: Escambia

Borrower's Income: \$ 29,160.00

County's AMI: \$ 45,600.00

Affordability Period Applies: Yes  No

Section should be completed by Administrator

**HOME Again**  
**FHFC Disaster Relief HOME Assistance Program**

**SUBORDINATE MORTGAGE**

**THIS SUBORDINATE MORTGAGE** ("Security Agreement") is made on this 9th day of March 2006. The grantor is William D. Moss and Cynthia R. Moss, husband and wife (herein "Borrower/Mortgagor") whose address is 1001 W LaRua St., Pensacola, FL 32501. This Security Instrument is given to the Florida Housing Finance Corporation, a public corporation, whose address is 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329 (herein "Lender/Mortgagee"). Borrower owes Lender the principal sum of Forty Five Thousand Dollars (U.S. \$45,000.00). This debt is evidenced by the Borrower's note ("Note") dated the same date as this Security Instrument.

The Note provides that payment shall be deferred until the first to occur of the following events: (a) Borrower sells, transfers or disposes of the Property or Home either voluntarily or involuntarily; (b) the Borrower fails or ceases to occupy the Home as a principal residence; (c) the Borrower, or if the Borrower is married, the survivor of the Borrower or the Borrower's spouse, dies; or (d) the Borrower refinances the first mortgage loan at which time the remaining principle balance is due unless the Mortgagee agrees to a one-time only subordination as outlined in Paragraph 19 of this Mortgage. If the Borrower has an income level at or below fifty percent (50%) of the County's area median income (AMI) in which the home is located at the time the Mortgage and Note are executed, fifty percent (50%) of the Loan may be forgiven at a rate of ten percent (10%) per year over a period of five (5) years. Upon the first to occur of any of the conditions mentioned above, repayment for Borrowers at or below fifty percent (50%) AMI will be prorated on a monthly basis, giving the Borrower the benefit of the entire month in which a payoff of the Mortgage is quoted.

The loan evidenced by the Note and secured by this Security Instrument (the "Loan") is being made pursuant to Title II, the Cranston-Gonzalez National Affordable Housing Act, Public Law No. 101-625, 104 Stat. 4079 (1990), 24 CFR. Part 92 (the "Home Program").

**TO SECURE** to Mortgagee the repayment of the indebtedness evidenced by the Note, the payment of all other sums, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of the Mortgagor herein contained, the Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described property located in the County of Escambia, State of Florida (insert legal description): **The East 41.28 feet of Lots 13 and 14, and the North 4.5 feet of the East 41.28 feet of Lot 15, Block 39, West King Tract, according to the map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906.**

**TOGETHER** with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property" or "Home."

**MORTGAGOR COVENANTS**, represents and warrants to Mortgagee and its successors and assigns that Mortgagor is indefeasibly seized of the estate hereby conveyed in fee simple; has full right to mortgage, grant and convey the Property; and that the Property is unencumbered, except for other encumbrances of record. Mortgagor warrants title to the Property and will defend same against the lawful claims and demands of all persons whomsoever.

**PROVIDED ALWAYS** that if Mortgagor shall pay to Mortgagee, all sums due or to become due under the Note or this Mortgage and shall perform, comply with, and abide by each and every stipulation, agreement, condition, and covenant of the Note and of this mortgage, and shall pay all taxes that may accrue on the Property and all costs and expenses that Mortgagee, may be put to in collecting the Note in foreclosure of this Mortgage or otherwise, including costs and reasonable attorney's fee, then this Mortgage and the estate hereby created shall cease and be null and void.

**THIS MORTGAGE IS GIVEN TO THE FLORIDA HOUSING FINANCE CORPORATION AND IS EXEMPT FROM PAYMENT OF INTANGIBLE TAX ON DOCUMENTS PURSUANT TO SECTIONS 420.513 AND 199.183, FLORIDA STATUTES.**

**MORTGAGOR FURTHER COVENANTS** and agrees with Mortgagee as follows:

**1. Payment.** Mortgagor shall promptly pay when due the principal amount evidenced by the Note and all other sums of money payable by virtue of the Note or this Mortgage.

**2. Prior Mortgages and Deeds of Trust; Charges; Liens.** Mortgagor shall perform all of Mortgagor's obligations under the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Mortgagor's covenants to make payments when due. Mortgagor shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which have attained or may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

**3. Hazard Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Mortgagee may require and in such amounts and for such periods as Mortgagee may require. The insurance carrier providing the insurance shall be chosen by the Mortgagor subject to approval by Mortgagee; **provided**, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Mortgagee and shall include a standard mortgage clause in favor of, and in a form acceptable to Mortgagee. Mortgagee shall have the right to hold the policies and renewals thereof, subject to the terms of any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. In the event of loss, the Mortgagor shall give prompt notice to the insurance carrier and to the Mortgagee. Mortgagee may make proof of loss if not made promptly by the Mortgagor. If the Property is abandoned by the Mortgagor, or if the Mortgagor fails to respond to Mortgagee within thirty (30) days from the date notice is mailed by Mortgagee to the Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**4. Preservation and Maintenance of Property; Leaseholds; Condominiums, Planned Unit Developments.** Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing such condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent any other documents.

**5. Protection of Mortgagee's Security.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, then Mortgagee, at Mortgagee's option, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Mortgagee's interest in the Property. If Mortgagor is required to maintain mortgage insurance as a condition of this Mortgage or any other mortgage or deed of trust, Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the Mortgagor's written agreement or applicable law. Any amounts disbursed by Mortgagee pursuant to this paragraph, with interest thereon, at the rate of twelve percent (12%) per annum, shall become additional indebtedness of the Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree otherwise, such amounts shall be payable upon demand. Nothing contained in this Paragraph 5 shall require Mortgagee to incur any expense or take any action hereunder.

**6. Inspection.** Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property upon notice to Mortgagor specifying reasonable cause therefor related to the Lender's interest in the Property.

**7. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation to the extent of the unpaid balance of all sums due or to become due under the Note or this Mortgage, are hereby assigned and shall be paid to Mortgagee, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

**8. Mortgagor Not Released; Forbearance by Mortgagee Not a Waiver.** No extension of the time for payment or modification of the terms or conditions of the Note or this Mortgage granted to Mortgagor shall operate or release Mortgagor, in any manner, from liability under the Note or this Mortgage. Mortgagee shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor and Mortgagor's successors in interest. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**9. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements and references to Mortgagor and Mortgagee herein contained shall bind, and the rights hereunder shall inure to, their respective heirs, successors and assigns, subject to the provisions of Paragraph 14 hereof. All covenants and agreements of Mortgagor shall be joint and several. Any Mortgagor who co-signs this Mortgage, but does not execute the Note is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the property to Mortgagee under the terms of this Mortgage; is not personally liable on the Note or under this Mortgage; agrees that Mortgagee and any other Mortgagor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Mortgagor's consent and without releasing that Mortgagor or modifying

this Mortgage as to that Mortgagor's interest in the Property. This Mortgage and the Note secured thereby are non-assumable, except as may be provided in Paragraph 14 hereof.

**10. Notice.** Except for any notice required under applicable law to be given in another manner: (a) any notice to the Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail at the Property Address or at such other address as Mortgagor may designate by notice to the Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, to the address stated herein with a copy to Florida Housing Finance Corporation, HOME Program, 227 North Bronough Street, Suite 5000, Tallahassee, Florida 32301-1329, or to such other address as Mortgagee may designate by notice to the Mortgagor as provided herein.

**11. Governing Law; Severability; Costs.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses," and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**12. Mortgagor's Copy.** Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation thereof.

**13. Rehabilitation Loan Agreement.** Mortgagor shall fulfill all of Mortgagor's obligations under any home rehabilitation, improvement, repair, or other loan agreement which is entered into with Mortgagee. At Mortgagee's option, Mortgagor shall execute and deliver to Mortgagee, in a form acceptable to Mortgagee, an assignment of any rights, claims or defenses which Mortgagor may have against parties who supply labor, materials or services in connection with improvements made to the Property.

**14. Transfer of the Property.** If all or any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Mortgagor is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if a prior mortgage is refinanced, or if the Property is leased or rented, all sums secured by this Mortgage shall immediately become due and payable. Provided, however, a transfer to person who is an heir or devisee of Mortgagor, upon the death of Mortgagor, shall be permissible provided that the Note and this Mortgage are not then in default and that said person: (a) occupies the Property as their principal place of residence; (b) qualifies under the income eligibility requirements set forth in Rule 67-50, F.A.C. and 24 CFR Part 92; and (c) executes such documents (including without limitation an agreement assuming the obligations under the Note and this Mortgage) and pays such fees and charges as Mortgagee may reasonably require. Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given in accordance with Paragraph 10 hereof within which Mortgagor must pay all sums secured by this Mortgage. If said sums are not paid in full prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand.

**15. Acceleration; Remedies.** Except as provided in Paragraph 16 hereof, upon the Mortgagor's breach of any covenant or agreement of the Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or in the event that the Mortgagor shall have made a material misrepresentation or material omission in Mortgagor's application for the loan evidenced by the Note, Mortgagee, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Prior to acceleration of this Mortgage, Mortgagee shall give notice to Mortgagor as provided in Paragraph 10 hereof specifying (1) the breach (if the breach is curable); (2) the action required to cure such breach; (3) a date, not less than ten (10) days from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Mortgagor acceleration and foreclosure. Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports.

**Catastrophic Exception:** "In the event the Lender and the servicer, at their sole and absolute discretion, after a loss mitigation analysis, find that a catastrophic event, including but not limited to the Borrower's death or extended illness, or the extended illness of a close family member who depends primarily on the Borrower for support has occurred which substantially and permanently impairs their ability to repay this Note and requires them to sell the Property for an amount less than the Note, that portion of the Note which cannot be satisfied from the proceeds of such sale shall be released."

**16. Mortgagor's Right to Reinstate.** Notwithstanding the acceleration of the sums secured by this Mortgage due to the Mortgagor's breach, the Mortgagor shall have the right to have any proceedings begun by Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Mortgagor cures all breaches of any other covenants or agreements of Mortgagor contained in this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagor contained in this Mortgage, and in enforcing Mortgagee's remedies as provided in Paragraph 15 hereof, including, but not

limited to, reasonable attorneys' fees and court costs; and (d) the Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's interest in the Property and the Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured shall hereby remain in full force and effect as if no acceleration had occurred.

**17. Assignment of Revenues; Appointment of Receiver.** As additional security hereunder, Mortgagor hereby assigns to Mortgagee the revenues of the Property, provided that Mortgagor shall, prior to acceleration under Paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such revenues as they become due and payable. Upon acceleration under Paragraph 15 hereof or abandonment of the Property, Mortgagee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the revenues of the Property including those past due. All revenues collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and the reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those revenues actually received.

**18. Release.** Upon payment of all sums secured by this Mortgage, Mortgagee shall prepare a written satisfaction of this Mortgage. The Mortgagee shall not bear the cost of recording the Satisfaction of Mortgage; it shall be the responsibility of the Mortgagor.

**19. Subordination.** Lender and Borrower acknowledge and agree that this Security Instrument is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Mortgage, curing defaults by the Borrower under the First Mortgage, or for any other purpose expressly permitted by the First Mortgage or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. However, if the Property undergoes a refinancing, the Mortgagee reserves the right to review any information relative to the new loan and determine whether the Mortgagee's lien position remains secure. The terms and provisions of the First Mortgage are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. For purposes of this program, the Mortgagee, in its sole discretion may choose to take a further subordinated lien position other than what is contemplated under this paragraph herein if current liens on said Property existed prior to mortgaging the Property under this program. In the event of a foreclosure or deed in lieu of foreclosure of the First Mortgage, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns (other than the Borrower or a related entity of the Borrower), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Security Instrument shall terminate at the discretion of the Lender upon the Senior Lien Holder's acquisition of title, such termination will not be unreasonably withheld provided that (i) the Lender has been given written notice of a default under the First Mortgage, (ii) the Lender shall not have cured the default under the First Mortgage within the 30-day period provided in such notice sent to the Lender, and (iii) there is not sufficient equity in the Property to satisfy the senior lien (assuming reasonable costs) and the lien of this HOME loan.

**20. Affordability Period.** In most cases owner-occupied rehab is not subject to an affordability period. However, in situations where a manufactured home is replaced with a site built home, this is considered a new construction activity and the amount of HOME Subsidy that is invested in the home is subject to the related affordability period. Please reference the chart below:

HOME Subsidy Investment	Affordability Period (years)
\$14,999 and under	5
\$15,000 up to \$40,000	10
\$40,001 and up	15

The borrower must occupy the home throughout the duration of the affordability period pursuant to 24 CFR Part 92.254(a)(4).

**21. Attorneys' Fees.** As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, incurred in connection with the collection or enforcement of this Mortgage or of the Note, whether or not suit is brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.

**22. Special Home Investment Partnerships Program Covenants, Warrants and Representations.** Mortgagor covenants, represents and warrants to Mortgagee that: (a) the Mortgagor, along with his/her/their family, will occupy the Property as their principal residence; (b) the Property is a single-family residence and is an eligible homeownership activity under Rule 67-50, F.A.C. and 24 CFR Part 92; and (c) Mortgagor's total family income at the time of its application for the Loan was no greater than eighty percent (80%) of the local area median income, so that Mortgagor is a Very Low-Income Person within the meaning of Rule 67-50, F.A.C. and 24 CFR Part 92.

**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST.**

Mortgagee requests the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice, at Mortgagee's address set forth on page one of this Mortgage of any default under the superior encumbrance and of any sale or other foreclosure action.

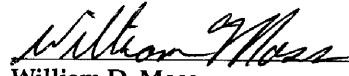
IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on the date first above written.

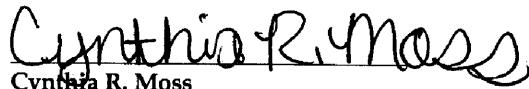
**NOTICE TO MORTGAGOR**  
**DO NOT SIGN THIS MORTGAGE IF IT CONTAINS BLANK SPACES.**  
**ALL SPACES SHOULD BE COMPLETED BEFORE YOU SIGN.**

Signed, sealed in the presence of and delivered:

  
**M. Thomas Lane**  
 Printed Name of Witness

  
**Seamas Hunt**  
 Printed Name of Witness

  
**William D. Moss**  
 Printed Name of Mortgagor

  
**Cynthia R. Moss**  
 Printed Name of Mortgagor

**STATE OF FLORIDA**  
**COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this 9th day of March 2006 by William D. Moss and Cynthia R. Moss, Mortgagor. Said persons are personally known to me or have produced a valid driver's license as identification.

  
 Notary Public, State of Florida  
 Print Name: \_\_\_\_\_  
 My Commission Expires: \_\_\_\_\_  
 My Commission No.: \_\_\_\_\_

**M. THOMAS LANE**  
 Notary Public-State of FL  
 Comm. Expires Sept. 27, 2009  
 Notary I.D. # 657116  
 Comm. # DD 466751

**M. THOMAS LANE**  
 Notary Public-State of FL  
 Comm. Expires Sept. 27, 2009  
 Notary I.D. # 657116  
 Comm. # DD 466751

Recorded in Public Records 08/21/2006 at 04:43 PM OR Book 5975 Page 1119,  
 Instrument #2006084587, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
 County, FL Recording \$35.50 MTG Stamps \$140.00 Int. Tax \$79.95

Prepared by:  
 M. Thomas Lane  
 Housing Department  
 City of Pensacola  
 Post Office Box 12910  
 Pensacola, FL 32521-0031

**City of Pensacola  
 Department of Housing  
 HOME Again - FHFC Disaster Relief  
 Home Assistance Program**

**SUBORDINATE MORTGAGE  
 HOME LOAN**

THIS SUBORDINATE MORTGAGE ("Security Agreement") is made on this 9th day of March 2006. The grantor is William D. Moss and Cynthia R. Moss, husband and wife (herein "Borrower/Mortgagor") whose address is 1001 W LaRua St., Pensacola, FL 32501. This Security Instrument is given to The CITY OF PENSACOLA, a municipal corporation organized under the laws of Florida, Post Office Box 12910, Pensacola, Florida 32521 (herein "Lender/Mortgagee"). Borrower owes Lender the principal sum of Thirty Nine Thousand Nine Hundred and Seventy Five Dollars (\$39,975.00). This debt is evidenced by the Borrower's note ("Note") dated the same date as this Security Instrument.

The Note provides that payment shall be deferred until the first to occur of the following events: (a) Borrower sells, transfers or disposes of the Property or Home either voluntarily or involuntarily; (b) the Borrower fails or ceases to occupy the Home as a principal residence; (c) the Borrower, or if the Borrower is married, the survivor of the Borrower or the Borrower's spouse, dies; or (d) the Borrower refinances the first mortgage loan at which time the remaining principle balance is due unless the Mortgagee agrees to a one-time only subordination as outlined in Paragraph 19 of this Mortgage. If the Borrower has an income level at or below fifty percent (50%) of the County's area median income (AMI) in which the home is located at the time the Mortgage and Note are executed, fifty percent (50%) of the Loan may be forgiven at a rate of ten percent (10%) per year over a period of five (5) years. Upon the first to occur of any of the conditions mentioned above, repayment for Borrowers at or below fifty percent (50%) AMI will be prorated on a monthly basis, giving the Borrower the benefit of the entire month in which a payoff of the Mortgage is quoted.

The loan evidenced by the Note and secured by this Security Instrument (the "Loan") is being made pursuant to Title II, the Cranston-Gonzalez National Affordable Housing Act, Public Law No. 101-625, 104 Stat. 4079 (1990), 24 CFR. Part 92 the "Home Program".

TO SECURE to Mortgagee the repayment of the indebtedness evidenced by the Note, the payment of all other sums, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of the Mortgagor herein contained, the Mortgagor does hereby mortgage, grant and convey to Mortgagee the following described property located in the County of Escambia, State of Florida (insert legal description): **The East 41.28 feet of Lots 13 and 14, and the North 4.5 feet of the East 41.28 feet of Lot 15, Block 39, West King Tract, according to the map of the City of Pensacola, Escambia County, Florida, copyrighted by Thomas C. Watson in 1906.**

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property" or "Home."

**MORTGAGOR COVENANTS**, represents and warrants to Mortgagee and its successors and assigns that Mortgagor is indefeasibly seized of the estate hereby conveyed in fee simple; has full right to mortgage, grant and convey the Property; and that the Property is unencumbered, except for other encumbrances of record. Mortgagor warrants title to the Property and will defend same against the lawful claims and demands of all persons whomsoever.

**PROVIDED ALWAYS** that if Mortgagor shall pay to Mortgagee, all sums due or to become due under the Note or this Mortgage and shall perform, comply with, and abide by each and every stipulation, agreement, condition, and covenant of the Note and of this mortgage, and shall pay all taxes that may accrue on the Property and all costs and expenses that Mortgagee, may be put to in collecting the Note in foreclosure of this Mortgage or otherwise, including costs and reasonable attorney's fee, then this Mortgage and the estate hereby created shall cease and be null and void.

**MORTGAGOR FURTHER COVENANTS** and agrees with Mortgagee as follows:

**1. Payment.** Mortgagor shall promptly pay when due the principal amount evidenced by the Note and all other sums of money payable by virtue of the Note or this Mortgage.

**2. Prior Mortgages and Deeds of Trust; Charges; Liens.** Mortgagor shall perform all of Mortgagor's obligations under the First Mortgage and any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Mortgagor's covenants to make payments when due. Mortgagor shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which have attained or may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

**3. Hazard Insurance.** Mortgagor shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Mortgagee may require and in such amounts and for such periods as Mortgagee may require. The insurance carrier providing the insurance shall be

chosen by the Mortgagor subject to approval by Mortgagee; **provided**, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Mortgagee and shall include a standard mortgage clause in favor of, and in a form acceptable to Mortgagee. Mortgagee shall have the right to hold the policies and renewals thereof, subject to the terms of any other mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage. In the event of loss, the Mortgagor shall give prompt notice to the insurance carrier and to the Mortgagee. Mortgagee may make proof of loss if not made promptly by the Mortgagor. If the Property is abandoned by the Mortgagor, or if the Mortgagor fails to respond to Mortgagee within thirty (30) days from the date notice is mailed by Mortgagee to the Mortgagor that the insurance carrier offers to settle a claim for insurance benefits, Mortgagee is authorized to collect and apply the insurance proceeds at Mortgagee's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**4. Preservation and Maintenance of Property; Leaseholds; Condominiums, Planned Unit Developments.** Mortgagor shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing such condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development and constituent any other documents.

**5. Protection of Mortgagee's Security.** If Mortgagor fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Mortgagee's interest in the Property, then Mortgagee, at Mortgagee's option, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Mortgagee's interest in the Property. If Mortgagor is required to maintain mortgage insurance as a condition of this Mortgage or any other mortgage or deed of trust, Mortgagor shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with the Mortgagor's written agreement or applicable law. Any amounts disbursed by Mortgagee pursuant to this paragraph, with interest thereon, at the rate of twelve percent (12%) per annum, shall become additional indebtedness of the Mortgagor secured by this Mortgage. Unless Mortgagor and Mortgagee agree otherwise, such amounts shall be payable upon demand. Nothing contained in this Paragraph 5 shall require Mortgagee to incur any expense or take any action hereunder.

**6. Inspection.** Mortgagee may make or cause to be made reasonable entries upon and inspections of the Property upon notice to Mortgagor.

**7. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation to the extent of the unpaid balance of all sums due or to become due under the Note or this Mortgage, are hereby assigned and shall be paid to Mortgagee, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

**8. Mortgagor Not Released; Forbearance by Mortgagee Not a Waiver.** No extension of the time for payment or modification of the terms or conditions of the Note or this Mortgage granted to Mortgagor shall operate or release Mortgagor, in any manner, from liability under the Note or this Mortgage. Any forbearance by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**9. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements and references to Mortgagor and Mortgagee herein contained shall bind, and the rights hereunder shall inure to, their respective heirs, successors and assigns, subject to the provisions of Paragraph 14 hereof. All covenants and agreements of Mortgagor shall be joint and several. Any Mortgagor who co-signs this Mortgage, but does not execute the Note is co-signing this Mortgage only to mortgage, grant and convey that Mortgagor's interest in the property to Mortgagee under the terms of this Mortgage; is not personally liable on the Note or under this Mortgage; agrees that Mortgagee and any other Mortgagor hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Mortgagor's consent and without releasing that Mortgagor or modifying this Mortgage as to that Mortgagor's interest in the Property. This Mortgage and the Note secured thereby are non-assumable, except as may be provided in Paragraph 14 hereof.

**10. Notice.** Except for any notice required under applicable law to be given in another manner: (a) any notice to the Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail at the Property Address or at such other address as Mortgagor may designate by notice to the Mortgagee as provided herein, and (b) any notice to Mortgagee shall be given by certified mail, to the address stated herein with a copy to City of Pensacola, Department of Housing, P.O. Box 12910, Pensacola, Florida 32521-0031, or to such other address as Mortgagee may designate by notice to the Mortgagor as provided herein.

**11. Governing Law; Severability; Costs.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs," "expenses," and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**12. Mortgagor's Copy.** Mortgagor shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation thereof.

**13. Rehabilitation Loan Agreement.** Mortgagor shall fulfill all of Mortgagor's obligations under any home rehabilitation, improvement, repair, or other loan agreement which is entered into with Mortgagee. At Mortgagee's option, Mortgagor shall execute and deliver to Mortgagee, in a form acceptable to Mortgagee, an assignment of any rights, claims or defenses which Mortgagor may have against parties who supply labor, materials or services in connection with improvements made to the Property.

**14. Transfer of the Property.** If all or any part of the Property or any interest in it is sold, transferred, gifted or otherwise conveyed, whether by voluntary act, involuntarily, by operation of law or otherwise, or if the Mortgagor is divested of title by judicial sale, levy or other proceeding, or if foreclosure action is instituted against the Property, or if a prior mortgage is refinanced, or if the Property is leased or rented, all sums secured by this Mortgage shall immediately become due and payable. Provided, however, a transfer to person who is an heir or devisee of Mortgagor, upon the death of Mortgagor, shall be permissible provided that the Note and this Mortgage are not then in default and that said person: (a) occupies the Property as their principal place of residence; (b) qualifies under the income eligibility requirements set forth in Rule 67-50, F.A.C. and 24 CFR Part 92; and (c) executes such documents (including without limitation an agreement assuming the obligations under the Note and this Mortgage) and pays such fees and charges as Mortgagee may reasonably require. Mortgagee shall give Mortgagor notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given in accordance with Paragraph 10 hereof within which Mortgagor must pay all sums secured by this Mortgage. If said sums are not paid in full prior to the expiration of this period, Mortgagee may invoke any remedies permitted by this Mortgage without further notice or demand.

**15. Acceleration; Remedies.** Except as provided in Paragraph 16 hereof, upon the Mortgagor's breach of any covenant or agreement of the Mortgagor in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, or in the event that the Mortgagor shall have made a material misrepresentation or material omission in Mortgagor's application for the loan evidenced by the Note, Mortgagee, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Prior to acceleration of this Mortgage, Mortgagee shall give notice to Mortgagor as provided in Paragraph 10 hereof specifying (1) the breach (if the breach is curable); (2) the action required to cure such breach; (3) a date, not less than ten (10) days from the date the notice is mailed to Mortgagor, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceeding, and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Mortgagor acceleration and foreclosure. Mortgagee shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports.

**16. Mortgagor's Right to Reinstate.** Notwithstanding the acceleration of the sums secured by this Mortgage due to the Mortgagor's breach, the Mortgagor shall have the right to have any proceedings begun by Mortgagee to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Mortgagor pays Mortgagee all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Mortgagor cures all breaches of any other covenants or agreements of Mortgagor contained in this Mortgage; (c) Mortgagor pays all reasonable expenses incurred by Mortgagee in enforcing the covenants and agreements of Mortgagor contained in this Mortgage, and in enforcing Mortgagee's remedies as provided in Paragraph 15 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) the Mortgagor takes such action as Mortgagee may reasonably require to assure that the lien of this Mortgage, Mortgagee's interest in the Property and the Mortgagor's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Mortgagor, this Mortgage and the obligations secured shall hereby remain in full force and effect as if no acceleration had occurred.

**17. Assignment of Revenues; Appointment of Receiver.** As additional security hereunder, Mortgagor hereby assigns to Mortgagee the revenues of the Property, provided that Mortgagor shall, prior to acceleration under Paragraph 15 hereof or abandonment of the Property, have the right to collect and retain such revenues as they become due and payable. Upon acceleration under Paragraph 15 hereof or abandonment of the Property, Mortgagee shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the revenues of the Property including those past due.

All revenues collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and the reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those revenues actually received.

**18. Release.** Upon payment of all sums secured by this Mortgage, Mortgagee shall prepare a written satisfaction of this Mortgage.

**19. Subordination.** Lender and Borrower acknowledge and agree that this Security Instrument is subject and subordinate in all respects to the liens, terms, covenants and conditions of the First Mortgage and to all advances heretofore made or which may hereafter be made pursuant to the First Mortgage including all sums advanced for the purpose of (a) protecting or further securing the lien of the First Mortgage, curing defaults by the Borrower under the First Mortgage, or for any other purpose expressly permitted by the First Mortgage or (b) constructing, renovating, repairing, furnishing, fixturing or equipping the Property. However, if the Property undergoes a refinancing, the Mortgagee reserves the right to review any information relative to the new loan and determine whether the Mortgagee's lien position remains secure. The terms and provisions of the First Mortgage are paramount and controlling, and they supersede any other terms and provisions hereof in conflict therewith. For purposes of this program, the Mortgagee, in its sole discretion may choose to take a further subordinated lien position other than what is contemplated under this paragraph herein if current liens on said Property existed prior to mortgaging the Property under this program. In the event of a foreclosure or deed in lieu of foreclosure of the First Mortgage, any provisions herein or any provisions in any other collateral agreement restricting the use of the Property to low or moderate income households or otherwise restricting the Borrower's ability to sell the Property shall have no further force or effect on subsequent owners or purchasers of the Property. Any person, including his successors or assigns (other than the Borrower or a related entity of the Borrower), receiving title to the Property through a foreclosure or deed in lieu of foreclosure of the First Mortgage shall receive title to the Property free and clear from such restrictions. Further, if the Senior Lien Holder acquires title to the Property pursuant to a deed in lieu of foreclosure, the lien of this Security Instrument shall terminate at the discretion of the Lender upon the Senior Lien Holder's acquisition of title, such termination will not be unreasonably withheld provided that (i) the Lender has been given written notice of a default under the First Mortgage, (ii) the Lender shall not have cured the

default under the First Mortgage within the 30-day period provided in such notice sent to the Lender, and (iii) there is not sufficient equity in the Property to satisfy the senior lien (assuming reasonable costs) and the lien of this HOME loan.

**20. Attorney's Fees.** As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, any, incurred in connection with the collection or enforcement of this Mortgage or of the Note, whether or not suit is brought and whether incurred at trial, on appeal, in bankruptcy proceedings or otherwise.

**21. Special Home Investment Partnerships Program Covenants, Warrants and Representations.** Mortgagor covenants, represents and warrants to Mortgagee that: (a) the Mortgagor, along with his/her/their family, will occupy the Property as their principal residence; (b) the Property is a single-family residence and is an eligible homeownership activity under Rule 67-50, F.A.C and 24 CFR Part 92; and (c) Mortgagor's totally family income at the time of its application for the Loan was no greater than eighty percent (80%) of the local area median income, so that Mortgagor is a Low-Income Person with the meaning of Rule 67-50, F. A.C. and 24 CFR Part 92.

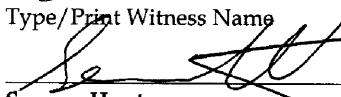
**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER  
SUPERIOR MORTGAGES OR DEEDS OF TRUST**

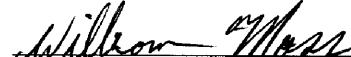
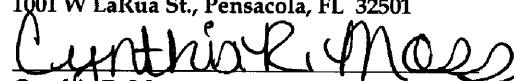
Mortgagee requests the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice, at Mortgagee's address set forth on page one of this Mortgage of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on the date first above written.

Signed, sealed in the presence of and delivered:

  
M. Thomas Lane  
Type/Print Witness Name

  
Seamas Hunt  
Type/Print Witness Name

  
William D. Moss  
1001 W LaRue St., Pensacola, FL 32501  
  
Cynthia R. Moss  
Print Name of Borrower/Mortgagor

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this 9th day of March 2006 by William D. Moss and Cynthia R. Moss (X) who are personally known to me, or who have produced \_\_\_\_\_ as identification and who ( ) did (X) did not take an oath.

Notary Public,   
M. Thomas Lane

M. THOMAS LANE  
Notary Public-State of FL  
Comm. Expires Sept. 27, 2009  
Notary I.D. # 657116  
Comm. # DD 466751

Recorded in Public Records 4/16/2025 12:56 PM OR Book 9304 Page 19,  
 Instrument #2025027285, Pam Childers Clerk of the Circuit Court Escambia  
 County, FL Recording \$10.00



**This instrument was prepared  
 by and is to be returned to:**  
 City of Pensacola / Pensacola Energy  
 Utility Lien Services  
 P.O. Box 12910  
 Pensacola, Florida 32521-0044

Tax Parcel ID No.: 000S009060100039

### **NOTICE OF LIEN FOR MUNICIPAL GAS SERVICES**

Notice is hereby given that, pursuant to §159.17, Florida Statutes, and the City of Pensacola Resolution #09-10, the **City of Pensacola**, a Florida municipal corporation, has filed this lien against the following described real property situated in Escambia County, Florida:

Property Owner: CYNTHIA MOSS

Legal description: E 41 28/100 FT OF LTS 13 14 AND THE N 4 5/10 FT OF E 41 28/100 FT OF LT 15 BLK 39 WEST KING TRACT OR 5656 P 1436 OR 8792 P 556 CA 105

More commonly known as: 1001 W LARUA ST

Provided however, that if the above-named customer has conveyed said property by means of deed recorded in the public records of Escambia County, Florida, prior to the recording of this instrument, this lien shall be void and of no effect.

The total amount due the City of Pensacola through April 30, 2025 is \$289.84, together with additional unpaid natural gas service charges, if any, which may accrue subsequent to that date and simple interest on unpaid charges at 18 percent per annum.

A signed copy of this lien has been sent to the property owner of record, CYNTHIA MOSS, 1001 W LARUA ST PENSACOLA FL 32501-3758 via certified mail return receipt requested and regular U.S. mail.

CITY OF PENSACOLA,  
 a Florida municipal corporation

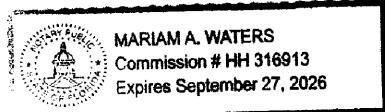
BY: John Madden  
 John Madden

STATE OF FLORIDA  
 COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 15 day of April, 2025, by John Madden, of the City of Pensacola, who is personally known to me and who did not take an oath.

[Notary Seal]

Mariam A. Waters  
 Notary Public - State of Florida



Customer Service Division | PO Box 12910, Pensacola, FL 32521 | 850.435.1800 | PensacolaEnergy.Com

Recorded in Public Records 06/01/2010 at 10:17 AM OR Book 6597 Page 486,  
 Instrument #2010034431, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
 County, FL

IN THE COUNTY COURT IN AND FOR  
 ESCAMBIA COUNTY, FLORIDA

CIVIL ACTION

CASE NO.: 99-532-SP-11

ADVOCATE INVESTMENT CORP.,

Plaintiff(s),

vs.

WILLIAM MOSS,

Defendant(s).

ERNE LEE MAGAH  
 CLERK OF CIRCUIT COURT  
 ESCAMBIA COUNTY, FL  
 260 MAY 27 A 9:42  
 COUNTY CIVIL DIVISION  
 FILED & RECORDED

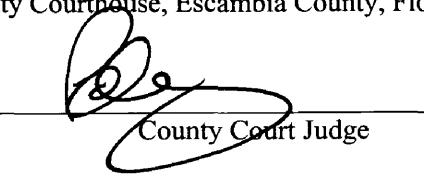
ORDER ON MOTION TO COMPEL DISCOVERY AND TAXATION OF FEES

THIS CAUSE having come on to be heard upon Plaintiff/Assignee's "Motion to Compel Discovery and Taxation of Fees", and the Court having considered said motion, and being otherwise advised, it is hereby

ORDERED AND ADJUDGED that the Defendant, WILLIAM MOSS, must provide responses to the Plaintiff/Assignee's Interrogatories and produce the documents previously requested within 20 days of the Court's Order granting this Motion.

FURTHER ORDERED that Plaintiff/Assignee have and recover from the Defendant, WILLIAM MOSS, attorney's fees in the sum of \$380, for all of which let execution issue.

**DONE AND ORDERED** in Escambia County Courthouse, Escambia County, Florida  
 this 26 day of MAY, 2010.

  
 County Court Judge

copies furnished to:

Mitchell A. Dinkin, Esquire, 5355 Town Center Road, Suite 900, Boca Raton, FL 33486;  
 William Moss, by certified mail return receipt requested, 1001 West Larua Street, Pensacola FL 32501

Case: 1999 SC 000532  
  
 00091139008  
 pkt: CC1071 Pg#: 1

**Recorded in Public Records 3/17/2020 3:32 PM OR Book 8265 Page 638,  
Instrument #2020023497, Pam Childers Clerk of the Circuit Court Escambia  
County, FL**

Filing # 105018649 E-Filed 03/17/2020 02:17:29 PM

IN THE COUNTY COURT IN AND FOR  
ESCAMBIA COUNTY, FLORIDA

CASE NO.: 2020-SC-000139

421 FINANCIAL SERVICES, INC.  
205-8927 Hypoluxo Road A4  
Lake Worth, FL 33467,

Plaintiff,  
vs.

WILLIAM MOSS  
1001 West La Rua Street  
Pensacola FL 32501  
[cynthiathrill51@gmail.com](mailto:cynthiathrill51@gmail.com)

Defendant.

**FINAL JUDGMENT**

**The plaintiff filed this action to renew an existing Final Judgment. The parties appeared at the Small Claims Pretrial Conference on February 12, 2020, and the defendant admitted the debt and Judgment and therefore it is**

**ORDERED AND ADJUDGED** that the Plaintiff, shall recover from Defendant, WILLIAM MOSS, the principal sum of **\$6,092.70**, and pre-judgment interest at the rate of 10% from January 21, 2000 through February 20, 2020 in the sum of **\$12,243.82**, Attorney Fees in the sum of **\$1050.00** and court costs in the sum of **\$365.00**, for a **TOTAL** amount due and owing of **\$19,751.52**, which shall accrue post-judgment interest at the statutory rate, per annum, from the date of this judgment, for all of which let execution issue.

**DONE AND ORDERED** in Chambers, Pensacola, Escambia County, Florida.



ESCAMBIA COUNTY COURT, CLERK PAT KINNEY

on 03/17/2020 11:31:53 d/s/PLW

Mitchell A. Dinkin, Esq., Attorney for Plaintiff, 3319 S.R. 7, Suite 303, Wellington, FL 33449  
Primary email: [mdinkin@madlegal.net](mailto:mdinkin@madlegal.net) ; Secondary email: [lucyd@madlegal.net](mailto:lucyd@madlegal.net)  
William Moss, Defendant Pro Se, at 1001 West La Rua Street, Pensacola FL 32501  
Email: [cynthiathrill51@gmail.com](mailto:cynthiathrill51@gmail.com)

Recorded in Public Records 9/20/2022 12:20 PM OR Book 8861 Page 1507,  
 Instrument #2022094901, Pam Childers Clerk of the Circuit Court Escambia  
 County, FL Recording \$10.00

Recorded in Public Records 8/10/2022 8:52 AM OR Book 8838 Page 253,  
 Instrument #2022081005, Pam Childers Clerk of the Circuit Court Escambia  
 County, FL

Filing # 154844750 E-Filed 08/08/2022 10:41:05 AM

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

UCN:  
 CASE NO.: 2022 CC 003065  
 DIVISION:

ONEMAIN FINANCIAL GROUP, LLC,  
 a limited liability corporation  
 Plaintiff,  
 vs.

CYNTHIA R. MOSS a/k/a CYNTHIA MOSS,  
 Defendant.

FINAL JUDGMENT

This cause having come before the Court upon the Plaintiff's Motion for Final Judgment After Default, and the Court finding that the Defendant, **CYNTHIA R. MOSS a/k/a CYNTHIA MOSS** (1001 W La Rue Street Pensacola FL 32501) is indebted to the Plaintiff, **ONEMAIN FINANCIAL GROUP, LLC, a limited liability corporation** (601 NW 2ND STREET, EVANSVILLE, IN 47708), in the principal sum of \$8,781.55, plus \$1,927.81 interest, plus \$1,500.00 attorney's fees, plus costs herein taxed at \$370.00 it is;

**ADJUDGED** that the Plaintiff, **ONEMAIN FINANCIAL GROUP, LLC, a limited liability corporation** recover from the Defendant(s), **CYNTHIA R. MOSS a/k/a CYNTHIA MOSS, (SSN: \*\*\*\*-\*\*-\*\*\*\*)**, a total amount of \$12,579.36, which shall not accrue post-judgment interest, for all of which let execution issue.

**FURTHER ADJUDGED** that the judgment debtor shall complete the Fact Information Sheet and service it on the judgment creditor's attorney with all required attachments within 45 days from the date of this order.

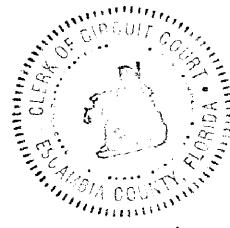
**DONE AND ORDERED** at Pensacola, Escambia County, Florida, this \_\_\_\_ day of \_\_\_\_\_, 2022.

  
 Attest: *[Signature]* JUDGE

Copies to:  
 Lawrence C. Rolfe, Esquire,  
 Attorney for Plaintiff  
 Post Office Box 4400,  
 Jacksonville, Florida 32201-4400

Cynthia R. Moss a/k/a Cynthia Moss,  
 1001 W La Rue Street  
 Pensacola FL 32501

20200380



CERTIFIED TO BE A TRUE COPY OF THE  
 ORIGINAL ON FILE IN THIS OFFICE  
 WITNESS MY HAND AND OFFICIAL SEAL  
 PAM CHILDERS  
 CLERK OF THE CIRCUIT COURT & COMPTROLLER  
 ESCAMBIA COUNTY, FLORIDA  
 BY: *Pam Childers*  
 DATE: 9-16-2022