



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

01746.50

Part 1: Tax Deed Application Information

Applicant Name Applicant Address	KEYS FUNDING LLC - 6023 PO BOX 71540 PHILADELPHIA, PA 19176-1540	Application date	Apr 21, 2025
Property description	LYONS CLARENCE 111 WARWICK AVE PENSACOLA, FL 32503 700 N F ST 15-0558-000 LT 1 AND S1/2 OF LT 2 BLK 45 WEST KING TRACT OR 4694 P 1907 CA 105	Certificate #	2023 / 7426
		Date certificate issued	06/01/2023

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

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)
# 2023/7426	06/01/2023	2,017.76	100.89	2,118.65
→Part 2: Total*				2,118.65

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

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)
# 2024/7514	06/01/2024	2,179.94	6.25	164.86	2,351.05
Part 3: Total*					2,351.05

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

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	4,469.70
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	2,160.34
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)	7,005.04

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. Total Paid (Lines 8-13)	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>01/07/2026</u> Signature, Clerk of Court or Designee	

INSTRUCTIONS

Tax Collector (complete Parts 1-4)

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

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

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

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

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

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

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

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

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

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

Clerk of Court (complete Part 5)

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

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

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2500279

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

KEYS FUNDING LLC - 6023

PO BOX 71540

PHILADELPHIA, PA 19176-1540,

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

Account Number	Certificate No.	Date	Legal Description
15-0558-000	2023/7426	06-01-2023	LT 1 AND S1/2 OF LT 2 BLK 45 WEST KING TRACT OR 4694 P 1907 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 - 6023

PO BOX 71540

PHILADELPHIA, PA 19176-1540

04-21-2025

Application Date

Applicant's signature



Gary "Bubba" Peters

Escambia County Property Appraiser

Real Estate Search

Tangible Property Search

Sale List

[Back](#)

◀ Nav. Mode ☒ Account ☐ Parcel ID ▶

[Printer Friendly Version](#)

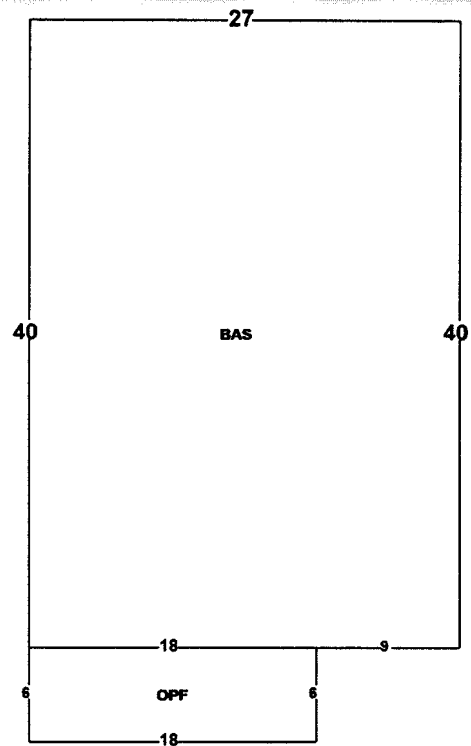
General Information		Assessments				
Parcel ID:	000S009060001045	Year	Land	Imprv	Total	Cap Val
Account:	150558000	2024	\$22,951	\$110,442	\$133,393	\$113,795
Owners:	LYONS CLARENCE	2023	\$22,951	\$105,719	\$128,670	\$103,450
Mail:	111 WARWICK AVE PENSACOLA, FL 32503	2022	\$22,951	\$95,382	\$118,333	\$94,046
Situs:	700 N F ST 32501	Disclaimer				
Use Code:	SINGLE FAMILY RESID	Tax Estimator				
Taxing Authority:	PENSACOLA CITY LIMITS	Change of Address				
Tax Inquiry:	Open Tax Inquiry Window	File for Exemption(s) Online				
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector		Report Storm Damage				
Sales Data Type List:		2024 Certified Roll Exemptions				
Sale Date	Book Page Value Type Multi Parcel Records	None				
08/1994	4694 1907 \$19,500 QC N					
05/1992	3190 152 \$19,500 WD N					
12/1989	2811 1 \$100 WD N					
06/1989	2715 337 \$14,200 CT N					
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller		Legal Description				
		LT 1 AND S1/2 OF LT 2 BLK 45 WEST KING TRACT OR 4694 P 1907 CA 105				
		Extra Features				
		None				

Parcel Information		Launch Interactive Map
Section		
Map Id:		
CA105		
Approx. Acreage:		
0.1301		
Zoned:		
R-1AA		
Evacuation & Flood Information		
Open Report		
View Florida Department of Environmental Protection (DEP) Data		
Buildings		

Improvement Type: SINGLE FAMILY, Year Built: 2010, Effective Year: 2010, PA Building ID#: 24637

Structural Elements

DECOR/MILLWORK-AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-VINYL SIDING
FLOOR COVER-VINYL/CORK
FOUNDATION-SLAB ON GRADE
HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-PLASTER
NO. PLUMBING FIXTURES-3
NO. STORIES-1
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-GABL/HIP COMBO
STORY HEIGHT-0
STRUCTURAL FRAME-WOOD FRAME



Areas - 1188 Total SF

BASE AREA - 1080

OPEN PORCH FIN - 108

Images



3/21/2016 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.

Last Updated 05/20/2025 (tc.1292)

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **KEYS FUNDING LLC** holder of **Tax Certificate No. 07426**, 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:

LT 1 AND S1/2 OF LT 2 BLK 45 WEST KING TRACT OR 4694 P 1907 CA 105

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 150558000 (0126-50)

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

CLARENCE LYONS

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

Search Property	Property Sheet	Lien Holder's	Redeem_New	Forms	Courtview	Benchmark
Redeemed From Sale						



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

Tax Deed Sales - Redeemed From Sale
Account: 150558000 Certificate Number: 007426 of 2023

Date Of Redemption

Clerk's Check Clerk's Total \$817.20

Postage Tax Deed Court Registry \$783.20

Payor Name

Notes



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 #: 15-0558-000 CERTIFICATE #: 2023-7426

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 #: **15-0558-000**

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

By Virtue of Warranty Deed recorded 4/25/2001 in OR 4694/1907

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 City of Pensacola recorded 11/12/2009 – OR 6527/1474

b. Mortgage in favor of The City of Pensacola recorded 11/12/2009 – OR 6427/1476

4. Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 15-0558-000

Assessed Value: \$113,795.00

Exemptions: NONE

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

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

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

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

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

CERTIFICATION: PROPERTY INFORMATION REPORT FOR TDA

TAX DEED SALE DATE: JAN 7, 2026

TAX ACCOUNT #: 15-0558-000

CERTIFICATE #: 2023-7426

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	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Homestead for <u>2025</u> tax year.

CLARENCE LYONS
111 WARWICK AVE
PENSACOLA, FL 32503

CLARENCE LYONS
700 NORTH F ST
PENSACOLA, FL 32501

Certified and delivered to Escambia County Tax Collector, this 17th 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 #:15-0558-000

**LEGAL DESCRIPTION
EXHIBIT "A"**

LT 1 AND S1/2 OF LT 2 BLK 45 WEST KING TRACT OR 4694 P 1907 CA 105

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 15-0558-000(0126-50)

WARRANTY DEED
STATUTORY
F. S. 689.02

OR BK 4694 PG1907
Escambia County, Florida
INSTRUMENT 2001-835623

DEED DOC STAMPS PD @ ESC CO \$ 136.50
04/25/01 ERNIE LEE MAGAHA, CLERK
By: Salma [Signature]

This Instrument Prepared By
C. V. FORD, JR.
NORTHWEST FLORIDA LEGAL SERVICES, INC.
24 West Government Street
Pensacola, Florida 32501
(850) 432-2336

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

This Indenture, Made this 23rd day of August, A. D. 1994

Between ELIZABETH J. JONES, an unmarried woman

of the County of Escambia, in the State of Florida, party of the first part, and

CLARENCE LYONS

of the County of Escambia, in the State of Florida, whose post office address is

700 North "F" Street, Pensacola, FL 32501

party of the second part,

Witnesseth, That the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars, to her in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, his heirs and assigns forever, the following described land, situate, and being in the County of Escambia, State of Florida, to-wit:

Lot 1 and the South one-half of Lot 2, Block 45, WEST KING TRACT, according to map of the city of Pensacola, Escambia County, Florida, by Thomas C. Watson, copyrighted in 1906.

And the said party of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, The said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

C. V. FORD, JR., WITNESS

BRENDA JONES, WITNESS

ELIZABETH J. JONES, GRANTOR

RCD Apr 25, 2001 10:09 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-835623

STATE OF FLORIDA,
COUNTY OF Escambia

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ELIZABETH J. JONES, who produced a Florida Drivers License No.: J520-230-19-730-0 as identification, to me known to be the person described in and who executed the foregoing instrument and she acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of August, A. D. 1994.

PHYLLIS A. FOLEY
MY COMMISSION # CC32066 EXPIRES
NOVEMBER 11, 1997
BONDED THRU TROY FAIR INSURANCE, INC.

Phyllis A. Foley
NOTARY PUBLIC, STATE OF FLORIDA

Recorded in Public Records 11/12/2009 at 09:59 AM OR Book 6527 Page 1474,
Instrument #2009077161, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$18.50 MTG Stamps \$188.65 Int. Tax \$107.80

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

**CITY OF PENSACOLA
HOUSING DEPARTMENT
HOME HOUSING RECONSTRUCTION PROGRAM**

M O R T G A G E

GRANT

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

Clarence Lyons, a single man, 700 North "F" St., Pensacola, FL 32501 and James Russell Lyons, (111 Warwick Avenue, Pensacola, FL 32503), not his homestead residence, hereinafter called Mortgagor, in consideration of the principal Grant sum specified in the Promissory Note(s) hereafter described, received from **The City of Pensacola**, a municipal corporation organized under the laws of Florida, Post Office Box 12910, Pensacola, Florida 32521, as administrator of the HOME Investment Trust Fund, hereinafter called Mortgagee, (which terms Mortgagor and Mortgagee shall be construed to include the plural as well as the singular, whenever the context so permits or requires) hereby on this **21st** day of **October 2009**, mortgages to the Mortgagee the real property in Escambia County, Florida, (the "Property") described as follows: **Lot 1 and the South 1/2 of Lot 2, Block 45, West King Tract, City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906**

as security for payment of the certain promissory note(s) (the "Note(s)"), dated this **21st** day of **October 2009**, for the sum of **\$53,900.00** [comprised of **\$46,400.00** in HOME Investment Partnership Act (HOME) Program funds as provided by the U.S. Department of Housing and Urban Development and **\$7,500.00** in Escambia/Pensacola State Housing Initiative Partnership (SHIP) Program funds provided by the State of Florida], payable if the property is sold or if ownership of the property is transferred within twenty (20) years from the date of the grant, with interest at the rate of zero percent (0%) per year, signed by **Clarence Lyons and James Russell Lyons**.

AND Mortgagor agrees:

1. To complete the reconstruction of the residence located on the property described above, which is the sole purpose of the Grant made by Mortgagee to Mortgagor.
2. The Mortgage shall not be subordinated under any circumstances.
3. This Mortgage shall also secure all extensions or renewals of the Note(s), and such future or additional advances as may be made by the Mortgagee at the option of the Mortgagee to the Mortgagor.
4. To pay all taxes, assessments, liens and encumbrances on the property promptly when due. If they are not promptly paid, the Mortgagee may pay them without waiving the option to foreclose, and such payments, with interest at the maximum rate allowed by law, shall be payable on demand by Mortgagee and shall be secured by this Mortgage.
5. To keep all buildings and improvements now or hereafter on the property insured against loss or damage by fire, flood or such other risks and matters, as Mortgagee may from time to time require in amounts required by Mortgagee, not exceeding in the aggregate 100 percent of the full insurable value of the property and shall pay the premiums for such insurance as the same become due and payable. If the Mortgagor shall not do so, the Mortgagee may do so without waiving the option to foreclose, and the cost thereof, with interest thereon from the date of payment at the maximum rate allowed by law, shall be payable upon demand by Mortgagee and shall be secured by this Mortgage. Mortgagor will provide the Mortgagee a copy of the policy(ies) and Certificate(s) of Insurance from the insurance company listing Mortgagee as an additional named insured or mortgagee. Not later than 30 days prior to the expiration date of the Policies, Mortgagor will deliver to Mortgagee evidence satisfactory to Mortgagee of the renewal of each of the Policies. If the Property shall be damaged or destroyed, in whole or in part, by fire or other casualty, Mortgagor shall give prompt notice thereof to Mortgagee. Sums paid to Mortgagee by any insurer may be retained and applied by Mortgagee toward the payment of the indebtedness secured by this Mortgage in such priority and proportions as Mortgagee in its discretion shall deem proper, or, at the discretion of Mortgagee, the same may be paid, either in whole or in part, to Mortgagor for such purposes as Mortgagee shall designate. If Mortgagee shall receive and retain such insurance money, the lien of this Mortgage shall be reduced only by the amount thereof received after expenses of collection and retained by Mortgagee and actually applied by Mortgagee in reduction of the indebtedness secured thereby.
6. That Mortgagor will not commit, permit or suffer any waste, impairment or deterioration of the property. Upon failure of Mortgagor to keep the buildings and improvements on the property in good condition or repair, Mortgagee may demand either the adequate repair of the buildings, an increase in the amount of security, or the immediate repayment of the debt secured hereby. Failure of Mortgagor to comply with the demand of Mortgagee for a period of fifteen days shall constitute a breach of this Mortgage.
7. To pay all expenses reasonably incurred by Mortgagee due to failure of Mortgagor to comply with the agreements in the Note(s) or this Mortgage including reasonable attorney's fees. The cost thereof, with interest thereon from the date of payment at the maximum rate allowed by law, shall also be secured by this Mortgage.
8. That if any agreement in this Mortgage is breached, the entire unpaid principal balance of the Note(s) plus costs and expenses, including reasonable attorney's fees and costs of abstracts of title incurred in collecting or attempting to collect the indebtedness secured hereby, shall immediately become due at the option of Mortgagee, and Mortgagee may foreclose this Mortgage in the manner provided by law, and have the property sold to satisfy or apply on the indebtedness hereby secured.

BK: 6527 PG: 1475 Last Page

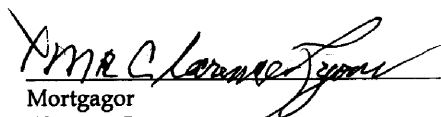
9. If this is a junior mortgage, Mortgagor shall pay all installments or principal and interest and perform each and every covenant and obligation of the prior mortgage(s) and shall not increase the amount due on such prior mortgage(s) without the prior written consent of Mortgagee. Failure of Mortgagor to do so shall constitute a default hereunder. Upon failure of Mortgagor to do so, Mortgagee may (but shall not be required to) make such payments or perform such covenants or obligations and the cost of same, together with interest at the maximum rate allowed by law, shall be payable by Mortgagor upon demand by Mortgagee and shall be secured by the lien of this Mortgage.
10. Notwithstanding any other provisions hereof, Mortgagee shall under no circumstances be entitled to collect any interest or other payment hereunder which would render this instrument usurious as to the Mortgagor under the laws of the State of Florida.

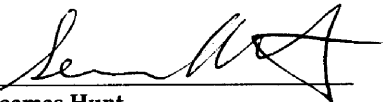
IN WITNESS WHEREOF, Mortgagor has hereunto set Mortgagor's hand and seal the day and year first above written.

Signed, sealed and delivered in the
presence of :

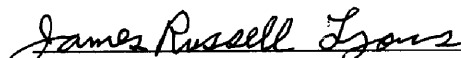


Tom Lane

 (SEAL)
Mortgagor
Clarence Lyons
700 North "F" St., Pensacola, FL 32501




Seamas Hunt


James Russell Lyons

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this day, October 21, 2009, by Clarence Lyons and James Russell Lyons who are personally known to me, or who have produced _____ as identification and who did not take an oath.


Notary Public

M. Thomas Lane
Notary Public, State of Florida
My comm. expires 10/04/2013
ID# 657116 DD# 930295

Recorded in Public Records 11/12/2009 at 09:59 AM OR Book 6527 Page 1476,
Instrument #2009077162, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$18.50 MTG Stamps \$63.00 Int. Tax \$36.00

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

**CITY OF PENSACOLA
HOUSING DEPARTMENT
HOME HOUSING RECONSTRUCTION PROGRAM**

M O R T G A G E

LOAN

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

Clarence Lyons, a single man, 700 North "F" St., Pensacola, FL 32501 and James Russel Lyons (111 Warwick Avenue, Pensacola, FL 32503), not his homestead residence hereinafter called Mortgagor, in consideration of the principal sum specified in the Promissory Note(s) hereafter described, received from the City of Pensacola, a municipal corporation organized under the laws of Florida, Post Office Box 12910, Pensacola, Florida 32521, as administrator of the HOME Investment Trust Fund hereinafter called Mortgagee, (which terms Mortgagor and Mortgagee shall be construed to include the plural as well as the singular, whenever the context so permits or requires) hereby on this **21st** day of **October 2009**, mortgages to the Mortgagee the real property in Escambia County, Florida, (the "Property") described as follows: **Lot 1 and the South 1/2 of Lot 2, Block 45, West King Tract, City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906**

as security for payment of the certain Promissory Note(s) (the "Note(s)"), dated this **21st** day of **October 2009**, for the sum of **Eighteen Thousand Dollars (\$18,000.00)** [comprised of \$10,500.00 in HOME Investment Partnership Act (HOME) Program funds as provided by the U.S. Department of Housing and Urban Development and \$7,500.00 in Escambia/Pensacola State Housing Initiative Partnership (SHIP) Program funds provided by the State of Florida], payable in **240** installments with interest at the fixed, simple rate of **Zero%** per year, signed by **Clarence Lyons and James Russell Lyons**.

AND Mortgagor agrees:

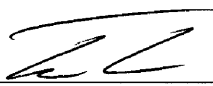
1. This Mortgage shall not be subordinated under any circumstances.
2. This Mortgage shall also secure all extensions or renewals of the Note(s), such future or additional advances as may be made by the Mortgagee at the option of the Mortgagee to the Mortgagor, and also, the payment of any and all notes, liabilities, and obligations of the Mortgagor to the Mortgagee, its successors or assigns, whether as maker, endorser, guarantor or otherwise, and whether such notes, liabilities or obligations, or any of them, be now in existence or accrue or arise hereafter, or be now owned or held by the Mortgagee, or be acquired hereafter, it being the intent and purpose of the Mortgagor to secure, by this Mortgage, all notes, claims, demands, liabilities and obligations which the Mortgagee, its successors or assigns, may have, hold or acquire at any time during the life of this Mortgage against the Mortgagor. Provided that the total of the amount secured hereby shall not exceed at any one time the sum of **Eighteen Thousand Dollars (\$18,000.00)** in the aggregate; and provided, further, that all such advances, notes, claims, demands or liabilities and obligations secured hereby be incurred or arise or come into existence either on or prior to the date of this Mortgage, or on or before 20 years after the date of this Mortgage or within such lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable consideration.
3. To make all payments required by the Note(s) and this Mortgage promptly when due.
4. To pay all taxes, assessments, liens and encumbrances on the property promptly when due. If they are not promptly paid, the Mortgagee may pay them without waiving the option to foreclose, and such payments, with interest at the maximum rate allowed by law, shall be payable on demand by Mortgagee and shall be secured by this Mortgage.
5. To keep all buildings and improvements now or hereafter on the property insured against loss or damage by fire, flood or such other risks and matters, as Mortgagee may from time to time require in amounts required by Mortgagee, not exceeding in the aggregate 100 percent of the full insurable value of the Property and shall pay the premiums for such insurance as the same become due and payable. If the Mortgagor shall not do so, the Mortgagee may do so without waiving the option to foreclose, and the cost thereof, with interest thereon from the date of payment at the maximum rate allowed by law, shall be payable upon demand by Mortgagee and shall be secured by this Mortgage. All policies of insurance (the "Policies") shall be issued by an insurer acceptable to Mortgagee and shall contain the standard New York Mortgagee non-contribution provision naming Mortgagee as the person to which all payments made by such insurance company shall be paid. Mortgagor will provide the Mortgagee a copy of the policy(ies) and Certificate(s) of Insurance from the insurance company listing Mortgagee as an additional named insured or mortgagee. Not later than 30 days prior to the expiration date of the Policies, Mortgagor will deliver to Mortgagee evidence satisfactory to Mortgagee of the renewal of each of the Policies. If the Property shall be damaged or destroyed, in whole or in part, by fire or other casualty, Mortgagor shall give prompt notice thereof to Mortgagee. Sums paid to Mortgagee by any insurer may be retained and applied by Mortgagee toward the payment of the indebtedness secured by this Mortgage in such priority and proportions as Mortgagee in its discretion shall deem proper, or, at the discretion of Mortgagee, the same may be paid, either in whole or in part, to Mortgagor for such purposes as Mortgagee shall designate. If Mortgagee shall receive and retain such insurance money, the lien of this Mortgage shall be reduced only by the amount thereof received after expenses of collection and retained by Mortgagee and actually applied by Mortgagee in reduction of the indebtedness secured thereby.

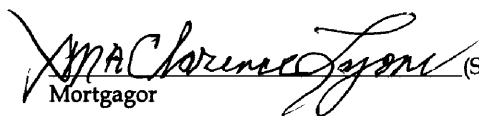
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6. That Mortgagor will not commit, permit or suffer any waste, impairment or deterioration of the Property. Upon failure of Mortgagor to keep the buildings and improvements on the property in good condition or repair, Mortgagee may demand either the adequate repair of the buildings, an increase in the amount of security, or the immediate repayment of the debt secured hereby. Failure of Mortgagor to comply with the demand of Mortgagee for a period of fifteen days shall constitute a breach of this Mortgage.
7. To pay all expenses reasonably incurred by Mortgagee due to failure of Mortgagor to comply with the agreements in the Note(s) or this Mortgage including reasonable attorney's fees. The cost thereof, with interest thereon from the date of payment at the maximum rate allowed by law, shall also be secured by this Mortgage.
8. That if any of the installments of principal or interest due by the terms of the Note(s) are not paid when due, or if any agreement in this Mortgage, other than the agreement to make the payments, is breached, the entire unpaid principal balance of the Note(s) plus interest, costs, and expenses, including reasonable attorneys' fees and costs of abstracts of title incurred in collecting or attempting to collect the indebtedness secured hereby, shall immediately become due at the option of Mortgagee, and Mortgagee may foreclose this Mortgage in the manner provided by law, and have the Property sold to satisfy or apply on the indebtedness hereby secured.
9. If this is a junior mortgage, Mortgagor shall pay all installments or principal and interest and perform each and every covenant and obligation of the prior mortgage(s) and shall not increase the amount due on such prior mortgage(s) without the prior written consent of Mortgagee. Failure of Mortgagor to do so shall constitute a default hereunder. Upon failure of Mortgagor to do so, Mortgagee may (but shall not be required to) make such payments or perform such covenants or obligations and the cost of same, together with interest at the maximum rate allowed by law, shall be payable by Mortgagor upon demand by Mortgagee and shall be secured by the lien of this Mortgage.
10. Notwithstanding any other provisions hereof, Mortgagee shall under no circumstances be entitled to collect any interest or other payment hereunder which would render this instrument usurious as to the Mortgagor under the laws of the State of Florida.

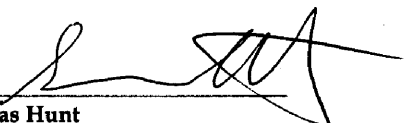
IN WITNESS WHEREOF, Mortgagor has hereunto set Mortgagor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:


Tom Lane

 (SEAL)
Mortgagor

Clarence Lyons
700 North "F" St., Pensacola, FL 32501


Seamas Hunt


Mortgagor
James Russell Lyons

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21st day of October 2009, by Clarence Lyons and James Russell Lyons (X) who are personally known to me, or who have produced _____ as identification and who did not take an oath.


Notary Public

M. Thomas Lane