

CERTIFICATION OF TAX DEED APPLICATION Sections 197.502 and 197.542, Florida Statutes

						<u> </u>	
Part 1: Tax Deed	Application Infor	mation					
Applicant Name Applicant Address	KEYS FUNDING LLC - 6023 PO BOX 71540 PHILADELPHIA, PA 19176-1540			Application date		Apr 21, 2025	
Property description	JONES CHARITHA I 1202 NORTH S ST				Certificate #		2023 / 7525
PENSACOLA, FL 32505 1202 N S ST 15-1530-030 LT 5 & N 1/2 OF LT 4 & S 30 12/100 FT OF LT 11 & N 15 06/100 FT OF LT 24 BLK 179 WEST KING TRACT OR (Full legal attached.)			Date certificate issued		06/01/2023		
Part 2: Certificate	es Owned by App	licant an	d Filed wi	th Tax Deed	Applic	ation	
Column 1 Certificate Numbe	Colum	n 2	Column 3 Face Amount of Certificate			Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2023/7525	06/01/2	.023		575.53		28.78	604.31
						→Part 2: Total*	604.31
Part 3: Other Ce	rtificates Redeem	ed by Ap	plicant (O	ther than Co	unty)		
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Col Face A	lumn 3 Amount of Certificate Column 4 Tax Collector's			Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2024/7612	06/01/2024		580.52			46.56	633.33
		<u>.</u>				Part 3: Total*	633.33
Part 4: Tax Colle	ector Certified Ar	nounts (L	ines 1-7)				
	ificates in applicant's			r certificates re	deemed Total o	d by applicant f Parts 2 + 3 above	1,237.64
Delinguent taxes paid by the applicant				0.00			
Current taxes paid by the applicant				509.84			
Property information report fee				200.00			
				175.00			
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)			0.00				
7.				<u> </u>		tal Paid (Lines 1-6)	2,122.48
I certify the above i	nformation is true ar	d the tax c	ertificates, i	interest, proper s attached.	ty infor	nation report fee, a	nd tax collector's fees
The soon para, and						Escambia, Flori	da
Sign here: Sign	ature. Lak dollector or De	sianee			C	ate <u>April 24th,</u>	2025_
- Olgi	Contractor of Di					Coo Instructions on Pr	0

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

Par	t 5: Clerk of Court Certified Amounts (Lines 8-14)	Service Control of the Control of th
8.	Processing tax deed fee	
9.		
10.	Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11.	and the state of t	
12.		
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.	29,777.00
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign	here: Date of sale 01/07/2 Signature, Clerk of Court or Designee	2026

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.

LT 5 & N 1/2 OF LT 4 & S 30 12/100 FT OF LT 11 & N 15 06/100 FT OF LT 24 BLK 179 WEST KING TRACT OR 5265 P 46 CA 128

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

Application Number: 2500289

To: Tax Collector of	ESCAMBIA COUNTY	_, Florida	
I, KEYS FUNDING LLC - 60 PO BOX 71540 PHILADELPHIA, PA 19 hold the listed tax certific	176-1540,	e same to the Tax	Collector and make tax deed application thereon:
Account Number	Certificate No.	Date	Legal Description
15-1530-030	2023/7525	06-01-2023	LT 5 & N 1/2 OF LT 4 & S 30 12/100 FT OF LT 11 & N 15 06/100 FT OF LT 24 BLK 179 WEST KING TRACT OR 5265 P 46 CA 128
 redeem all out pay all delinqu pay all Tax Co Sheriff's costs, 	if applicable.	nterest covering thation report costs, (
which are in my posses Electronic signature of KEYS FUNDING LLC	sion. n file		
PO BOX 71540 PHILADELPHIA, PA	19176-1540		04-21-2025 Application Date



Gary "Bubba" Peters Escambia County Property Appraiser

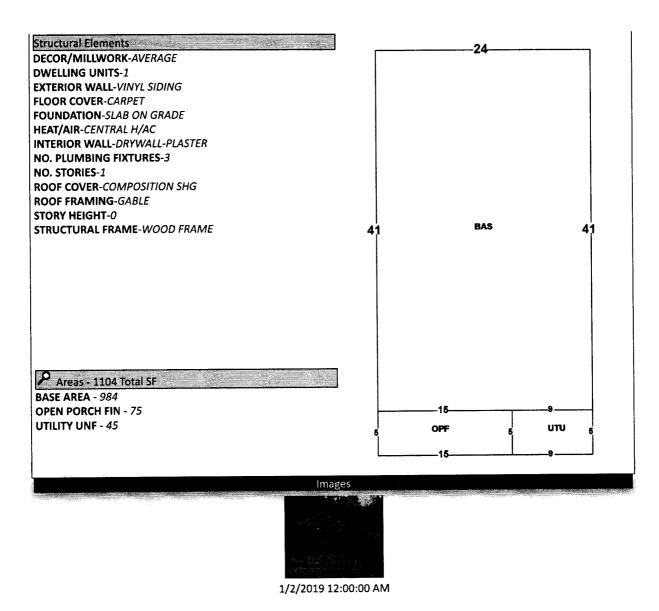
Sale List **Tangible Property Search Real Estate Search** <u>Back</u> Printer Friendly Version Nav. Mode

Account

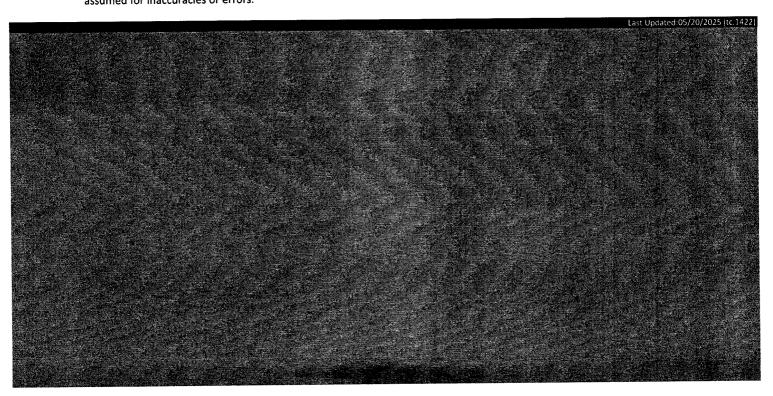
Parcel ID Assessments General Information Cap Val Total Imprv Land 0005009060005179 Year Parcel ID: \$59,554 \$109,672 \$100,310 2024 \$9,362 151530030 Account: \$57,820 \$103,018 \$96,083 \$6,935 2023 JONES CHARITHA I Owners: \$92,671 \$56,136 \$85,736 \$6,935 2022 1202 NORTH S ST Mail: PENSACOLA, FL 32505 1202 N S ST 32505 Disclaimer Situs: SINGLE FAMILY RESID P Use Code: **Tax Estimator** Taxing **COUNTY MSTU Authority: Change of Address Open Tax Inquiry Window** Tax Inquiry: Tax Inquiry link courtesy of Scott Lunsford File for Exemption(s) Online Escambia County Tax Collector **Report Storm Damage** 2024 Certified Roll Exemptions Sales Data Type List: HOMESTEAD EXEMPTION Sale Date Book Page Value Type Multi Parcel Records Legal Description 10/2003 5265 46 \$64,200 WD LT 5 & N 1/2 OF LT 4 & S 30 12/100 FT OF LT 11 & N 15 Official Records Inquiry courtesy of Pam Childers 06/100 FT OF LT 24 BLK 179 WEST KING TRACT OR 5265 P Escambia County Clerk of the Circuit Court and 46... 🔎 Comptroller Extra Features None Launch Interactive Map **Parcel Information** Section Map Id: CA128 Approx. Acreage: 0.1592 Zoned: 🔎 MDR 150 Evacuation & Flood Information <u>Open</u> Report

View Florida Department of Environmental Protection(DEP) Data

Address:1202 N S ST, Improvement Type: SINGLE FAMILY, Year Built: 2002, Effective Year: 2002, PA Building ID#: 25475



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# 2025037263 5/20/2025 4:22 PM
OFF REC BK: 9320 PG: 893 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That KEYS FUNDING LLC holder of Tax Certificate No. 07525, 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 5 & N 1/2 OF LT 4 & S 30 12/100 FT OF LT 11 & N 15 06/100 FT OF LT 24 BLK 179 WEST KING TRACT OR 5265 P 46 CA 128

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 151530030 (0126-55)

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

CHARITHA I JONES

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.

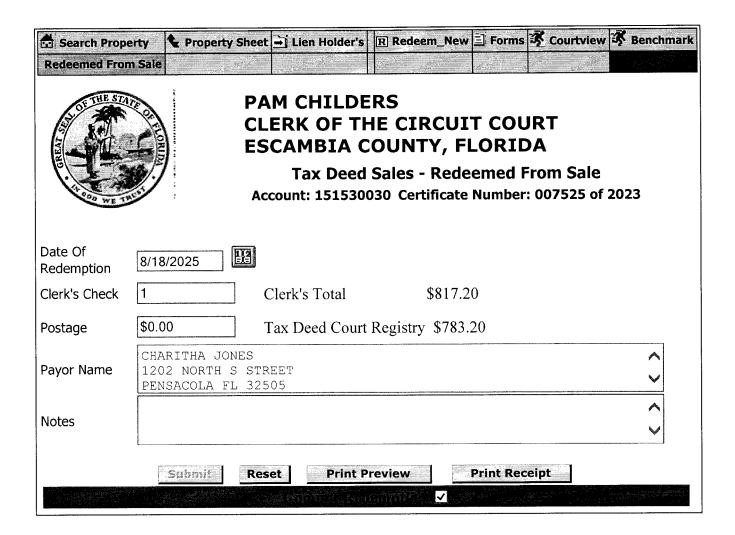
Dated this 20th day of May 2025.

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.

GOMPT-TO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk



PERDIDO TITLE SOLUTIONS

Precise · Professional · Proven

PROPERTY INFORMATION REPORT

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

THE ATTACHED REPORT IS ISSUED TO:				
SCOTT LUNSFOR	D, ESCAMBIA COUNTY TAX	COLLECTOR		
TAX ACCOUNT #	:15-1530-030	CERTIFICATE #:	2023-75	25
REPORT IS LIMIT	NOT TITLE INSURANCE. THE ED TO THE PERSON(S) EXPR EPORT AS THE RECIPIENT(S)	ESSLY IDENTIFIED B	Y NAME IN THE	E PROPERTY
listing of the owner tax information and	t prepared in accordance with the (s) of record of the land described a listing and copies of all open or ded in the Official Record Books in page 2 herein.	I herein together with cur r unsatisfied leases, mort	rrent and delinque gages, judgments	nt ad valorem and
and mineral or any	ject to: Current year taxes; taxes subsurface rights of any kind or n rlaps, boundary line disputes.			
	ot insure or guarantee the validity surance policy, an opinion of title			
Use of the term "Re	port" herein refers to the Property	y Information Report and	I the documents at	tached hereto.
Period Searched:	October 16, 2005 to and includ	ing October 16, 2025	_ Abstractor:	Andrew Hunt
ВҮ				
Malph				

Michael A. Campbell, As President

Dated: October 17, 2025

PROPERTY INFORMATION REPORT

CONTINUATION PAGE

October 17, 2025

Tax Account #: 15-1530-030

1. The Grantee(s) of the last deed(s) of record is/are: CHARITHA I JONES

By Virtue of Warranty Deed recorded 10/15/2003 in OR 5265/46

- 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 10/15/2003 OR 5265/54
- **4.** Taxes:

Taxes for the year(s) NONE are delinquent.

Tax Account #: 15-1530-030 Assessed Value: \$59,554.00

Exemptions: HOMESTEAD EXEMPTION

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

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

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

PERDIDO TITLE SOLUTIONS

PROPERTY INFORMATION REPORT

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

Scott Lunsford

Escambia County Tax Collector

P.O. Box 1312

Pensacola, FL 32591

CERTIFICA	TION.	PROPERTY	INFORMATION	REPORT FOR TDA
CENTIFICE	MILLON.	INVIENTI	INTUNIMATION	NEI ONI FON IDA

TAX DEED SALE DATE:	JAN 7, 2026			
TAX ACCOUNT #:	15-1530-030			
CERTIFICATE #:	2023-7525			
those persons, firms, and/or agenc	2, Florida Statutes, the following is a list of names and addresses of ies having legal interest in or claim against the above-described ax sale certificate is being submitted as proper notification of tax deed			
	cola, P.O. Box 12910, 32521 unty, 190 Governmental Center, 32502 5_tax year.			
CHARITHA I JONES	CITY OF PENSACOLA			
1202 NORTH S ST	223 PALAFOX PL			
PENSACOLA, FL 32505	PENSACOLA, FL 32597			

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

Malphel

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

PROPERTY INFORMATION REPORT

October 17, 2025 Tax Account #:15-1530-030

LEGAL DESCRIPTION EXHIBIT "A"

LT 5 & N 1/2 OF LT 4 & S 30 12/100 FT OF LT 11 & N 15 06/100 FT OF LT 24 BLK 179 WEST KING TRACT OR 5265 P 46 CA 128

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 15-1530-030(0126-55)

Prepared by and Return to:
Chelsea Title
4300 Bayou Boulevard, Suite 17-E
Pensacola, Florida 32503
pursuant to issuance of title
insurance policy.
03-5271-ls
10.50

OR BK 5265 PGOO46
Escambia County, Florida
INSTRUMENT 2003-160263

BEED BOC STANDS PD & ESC CO \$ 449.40
10/15/03 ERNIT OF MARKAN CHEST

SPECIAL WARRANTY DEED

STATE OF FLORIDA COUNTY OF Escambia

THIS INDENTURE made this 9th Day of October, 2003 between **PENSACOLA HABITAT FOR HUMANITY**, **INC.**, a Florida not-for-profit Corporation, party of the first part, whose mailing address is P. O. Box 13204, Pensacola, Florida 32591

and Charitha I. Jones, an unmarried person,

whose mailing address is 1202 No. "S" St. Pensacola FL 32505, party(ies) of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of TEN DOLLARS AND NO/100 DOLLARS, to it in hand paid by the party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors and assigns, forever, the following described property, situate, lying and being in the County of Escambia, State of Florida, to wit:

ALL OF LOT 5 AND THE NORTH HALF OF LOT 4, ALSO THE SOUTH 30.12 FEET OF LOT 11 AND THE NORTH 15.06 FEET OF LOT 24, BLOCK 179, WEST KING TRACT, CITY OF PNESACOLA, ESCAMBIA COUNTY, FLORIDA.

Grantor hereby warrants that the property described in this instrument is not the Constitutional Homestead of the Grantor as provided by the Florida Constitution.

Parcel I.D.# 00-0S-00-9060-002-179

During such time as the property described herein is used for a purpose for which assistance under the Housing Opportunity Program Extension Act of 1996, P.L. 104-120, was provided or for another purpose involving the provision of similar services or benefits, then no person having an interest in this property shall refuse service for or accommodation or other benefits to any person with respect to the property on account of the person's race, color, or national origin or otherwise engage in discrimination conduct of any kind on account of a person's race, color, or national origin with respect to the property. This covenant shall run with the land.

To have and to hold the same unto the said party of the second part in fee simple.

And the said party of the first part does hereby covenant with the said party of the second part, that except as above noted, that at the time of the delivery of this deed the premises were free from all encumbrances made by it, and that it will warrant and defend the same against the lawful claims and demands of all persons claiming by, through, or under him, but against none other.

Subject to taxes for the current year, zoning ordinances and restrictions, limitations and easements of record.

IN WITNESSETH WHEREOF, the undersigned has hereunto set the seal of the corporation on this.

Signed, sealed and Delivered in the presence of:

PENSACOLA HABITAT FOR HUMANITY, INC.

Betty H. Salter President

Witness: Linda C. Stewart

State of Florida County of Escambia

The foregoing instrument was acknowledged before me on 9th Day of October, 2003 by Betty H. Salter, President of PENSACOLA HABITAT FOR HUMANITY, INC. who executed the same on behalf of the Corporation, who is personally known to me.

Notany Bublic

Linda C. Stewart
MY COMMISSION # CC894117 EXPIRES
Decomber 26, 2003

https://dory.escambiaclerk.com/LandmarkWeb1.4.6.134/Search/DocumentAndInfoByBookPage?Key=Assessor&booktype=OR&booknumber=5265&p...

RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

OR BK 5265 PGOO47 Escambia County, Florida INSTRUMENT 2003-160263

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code or Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. NOTE: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway: North "S" Street

Legal Address of Property: 1202 No. "S" St. Pensacola FL 32505

The County (xx) has accepted () has not accepted the abutting roadway for maintenance.

This form completed by: Chelsea Title

4300 Bayou Blvd., #17E, Pensacola, FL 32503

Seller: Pensacola Habitat for Humanity, Inc

By: Beller: Betty H Salter, President

AS TO BUYER(S):

Witness: PAM BAILEY

Witness: Linda C. Stewart

This form approved by the Escambia County Board of County Commissioners Effective 4/15/95

RCD Oct 15, 2003 03:49 pm Escambia County, Florida

ERNIE LEE MAGAHA Clerk of the Circuit Court INSTRUMENT 2003-160263



#03-5271-LS

OR BK 5265 PGOO54 Escambia County, Florida INSTRUMENT 2003-160265

THIS INSTRUMENT PREPARED BY:
STEPHEN R. MOORHEAD, ESQUIRE
McDonald, Fleming, Moorhead
& Ferguson, Attorneys at Law
4300 Bayou Blvd., Suites 12&13
Pensacola, Florida 32503
(904) 477-0660
RETURN TO:

RETURN TO: Chelsea Title

4300 Bayou Blvd. Ste 17-E Pensacola, FL 32503

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE (hereinafter referred to as to "Mortgage"), is made and entered into this 9th day of 0ctober, 2003, between the Mortgagor, CHARITHA I. JONES* ("Borrower"), and the Mortgagee, ESCAMBIA COUNTY, a political subdivision of the State of Florida, and the CITY OF PENSACOLA, a municipality chartered in the State of Florida, whose address for purposes of this Mortgage and Security Agreement is 223 Palafox Place, Pensacola, Florida 32597, (hereafter Escambia County and the City of Pensacola shall be referred to collectively as "Mortgagee").

*unmarried woman

WITNESSETH:

- Borrower to Lender in the principal sum of Ten Thousand and No/100 Dollars (\$10,000.00), which Indebtedness is evidenced by the Agreement for Participation in the Escambia/Pensacola SHIP Affordable Homeownership Project ("Loan Agreement") and Borrower's Note of even date herewith (herein "Note"). In order to secure the Indebtedness and other obligations of Borrower hereinafter set forth, Borrower does hereby grant, bargain, sell, convey, assign, transfer, pledge and set over unto Mortgagee and the successors, successors in title, and assigns of Mortgagee all of the following land and interest in land, estates, easements, rights, improvements, personal property, fixtures, equipment, furniture, furnishings, appliances, and appurtenances (herein referred to individually and collectively as the "Premises").
- **A.** <u>LAND</u>. All those certain tracts, pieces or parcels of land (herein "Property") located in the County of Escambia, State of Florida, described as follows:

See Exhibit "A"

B. APPURTENANCES. All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys and passages, sewer rights, water rights and powers, minerals, flowers, shrubs, trees and other emblements now or hereafter located on the land or under or above the same or any part of parcel thereof and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions and remainders, whatsoever, in any way belonging, relating or appertaining to the Premises or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower (hereinafter sometimes referred to as "Appurtenances").

SECTION 159.621, F.S. EXEMPTS NOTES AND MORTGAGES FROM THE DOCUMENTARY STAMP TAX IMPOSED BY CHAPTER 201, F.S., AND FROM INTANGIBLE TAX IMPOSED BY PART 11, CH. 199, F.S., WITH RESPECT TO THOSE 1 NOTES AND MORTGAGES USED TO SECURE REPAYMENT OF SHIP FUNDS.

OR BK 5265 PGOO55 Escambia County, Florida INSTRUMENT 2003-160265

1.02 WARRANTIES OF TITLE. Borrower covenants that Borrower is lawfully seized and possessed of the Premises as aforesaid, and has a good right to convey the same, that the same are unencumbered, and that the Borrower does warrant and will forever defend the title thereto against the claims of all persons whomsoever.

Lender acknowledges that the property is subject to a first mortgage in favor of PENSACOLA HABITAT FOR HUMANITY, INC. in the amount of $\underline{\$53,466.43}$ and that this mortgage is subordinate the inferior to said mortgage (such mortgage shall be hereinafter referred to as the "first mortgage").

- 1.03 <u>INDEBTEDNESS</u>. This Mortgage is given to secure the performance of all obligations set forth herein and the following described Indebtedness:
- A. The debt evidenced by the Promissory Note referred to in Paragraph 1.01, together with any and all renewals, modifications, consolidations and extension of the Indebtedness evidenced by the Note;
- B. Any and all additional advances made by Mortgagee to protect or preserve the Premises or the security interest created hereby on the Premises, or for taxes, assessments or insurance premiums as hereinafter provided or for performance of any of Borrower's obligations hereunder provided or for performance of any of Borrower's obligations hereunder or for any other purpose provided herein (whether or not Borrower remains the owner of the Premises at the time of such advances); and

Provided, always, and it is the true intent and meaning of the parties to these presents, that when Borrower, his successors or assigns, shall pay or cause to be paid to Mortgagee, his successors or assigns, the Indebtedness according to the conditions and agreements of the Note and *of this Mortgage, and shall perform all of the obligations according to the true intent and meaning of the Note and this Mortgage and the conditions thereunder and hereunder, then this Mortgage shall cease, determine and be null and void; otherwise this Mortgage shall remain in full force and effect.

COVENANTS AND AGREEMENTS

2.01 <u>PAYMENT OF INDEBTEDNESS</u>. Borrower shall pay the Note according to the tenure thereof and the remainder of the Indebtedness promptly as the same shall become due and payable in accordance with the terms of the Note.

2.02 TAXES, LIENS AND OTHER CHARGES.

A. Borrower shall pay, on or before the due date thereof, all taxes, assessments, levies, license fees, permit fees and other charges (in each case whether general or special, ordinary or extraordinary, foreseen or unforeseen) of every character whatsoever (including all penalties and interest thereon) now or hereafter levied, assessed, confirmed or imposed on, or in respect of, or which may be a lien upon, the Premises or any part thereof, or any estate, right or interest

therein, or upon the rents, issues, income or profits thereof, and shall submit to Mortgagee such evidence of the due and punctual payment of all taxes, assessments and other fees and charges as Mortgagee may require.

- **B.** Borrower shall pay, on or before the due date thereof, all taxes, assessments, charges, expenses, costs and fees which may now or hereafter be levied upon, or assessed or charged against, or incurred in connection with, the Note, the other Indebtedness, this Mortgage or any other instrument now or hereafter evidencing, securing or otherwise relating to the Indebtedness, and shall submit to Mortgagee such evidence of the due and punctual payment of all such taxes, assessments, charges, expenses, costs and fees as Mortgagee may require.
- C. In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the law now in force governing the taxation of mortgages to secure debt or security agreements or debts secured thereby or the manner of collecting such taxes so as to adversely affect Borrower, Mortgagee will pay any such tax on or before the due date thereof.
- **D.** Borrower will not permit or suffer any construction, mechanic's, materialmens, laborers or statutory or other liens to be filed of record or to remain outstanding against the Premises or any portion thereof.

2.03 PRESERVATION AND MAINTENANCE OF PROPERTY.

- A. Borrower will keep the buildings, improvements, facilities, furnishings, landscaping, the Premises and other improvements of any kind now or hereafter erected on the Land or any part thereof in good repair and shall not commit waste or permit impairment or deterioration of the property. Borrower will do nothing which would or could increase the risk of fire or other hazard to the Premises or any part thereof or which would or could result in the cancellation of any insurance policy carried with respect to the Premises.
- **B.** Borrower will not allow the removal, demolition or alteration of the structural character of any improvement located on the land, and once the improvements are completed, without the written consent of Mortgagee. Borrower shall not remove or permit to be removed from the Land any item or items referred to in Paragraph 1.01(B) of this Mortgage which are or may hereafter be in any way attached or affixed to the Land or any improvements thereof.
- **C.** If the Premises or any part thereof is damaged by fire or other cause, Borrower will give immediate written notice thereof to Mortgagee.
- D. Mortgagee or its representative is hereby authorized to enter upon and inspect the Premises an any time during normal business hours.

OR BK 5265 PGOO56 Escambia County, Florida INSTRUMENT 2003-160265

- **E.** Borrower will promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Premises or any part thereof.
- F. Violation of any of the foregoing provisions shall constitute a default.
- 2.04 LIMIT OF VALIDITY. If from any circumstances whatsoever, fulfillment of any provision of this Mortgage or the Note(s) which it secures, at the time performance of such provision shall be due, shall involve transcending the limit of validity presently prescribed by any applicable usury statute or any other applicable law, with regard to obligations of like character and amount, then, ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity, so that in no event shall any exaction be possible under this Mortgage or under the Note that is in excess of the current limit of such validity, but such obligation shall be fulfilled to the limit of such validity. The provisions of this paragraph shall control every other provision of this Mortgage and of the Note.
- 2.05 CONVEYANCE OR ENCUMBRANCE OF PREMISES WITHIN FIVE YEARS OF THE DATE HEREOF. Borrower hereby acknowledges to Lender that any encumbrance which encumbrance is in addition to those set forth in this Mortgage, of the Premises or any portion thereof would materially impair or jeopardize the security granted to Lender by this Mortgage. Borrower therefore covenants and agrees with Lender, as part of the consideration for the extending to Borrower of the Indebtedness evidenced by the Note, that Homebuyer shall not directly or indirectly encumber (including, but not by way of limitation, increasing of the outstanding principal amount of any existing encumbrance) pledge, convey, transfer or assign any or all of the Borrower's interest in the Premises within five years following the date of this Mortgage or after five years following the date of this Mortgage or after five years following the date of this Mortgage is in default of this Mortgage at the time of the said conveyance. A violation of the terms of this provision shall be a default hereunder and, in that event, all of the sums secured by this Mortgage shall be immediately due and payable. If Borrower fails to pay such sums when due, Lender may without further notice or demand on Homebuyer, invoke any remedies permitted by this instrument.
- 2.06 OCCUPATION OF PREMISES. Borrower shall occupy and use the premises as Borrower's principal place of residency during the term of this mortgage. A violation of the terms of this provision shall be a default hereunder and, in that event, all of the sums secured by this Mortgage shall be immediately due and payable. If Borrower fails to pay such sums when due, Lender may without further notice or demand on Borrower, invoke any remedies permitted by this instrument.
- 2.07 CONVEYANCE AFTER FIVE YEARS FROM DATE HEREOF. If the said sale, conveyance, transfer or assignment of any interest in the property referred to in the mortgage is after five (5) years from the date hereof, and if maker is not in default of any terms or obligations of the mortgage, the sums owing pursuant to this Mortgage and Borrower's Note shall be reduced to zero, and said Mortgage and Note shall be automatically canceled.

OR BK 5265 PGOO57 Escambia County, Florida INSTRUMENT 2003-160265

OR BK 5265 PGO058 Escambia County, Florida DEFAULT AND REMEDIES INSTRUMENT 2003-160265

- 3.01 <u>DEFAULT</u>. The terms "Default" or "Defaults", wherever used in this Mortgage, shall mean any one or more of the following events:
- A. Failure by Borrower to pay as and when due and payable any portion of the Indebtedness as evidenced by the Mortgage; or
- B. Failure by Borrower duly to observe or perform any other term, covenant, condition or agreement of the Mortgage; or
- C. Failure by Borrower to pay as and when due and payable any portion of the Indebtedness; or
- D. Failure by Borrower duly to observe or perform any other term, covenant, condition or agreement of this Mortgage; or
- E. Failure by Borrower duly to observe or perform any term, covenant, condition, or agreement in any other agreement now or hereafter evidencing, securing or otherwise relating to the Notes or this Mortgage; or
- F. Any representation or warranty of Borrower relating to the Note, the Loan Agreement, or requirements of Pensacola Habitat for Humanity, Inc.'s Agreement with the City of Pensacola and Escambia County dated <u>September 20, 2001</u>, and amendments thereto, providing terms and conditions for participation in the Escambia/Pensacola State Housing Initiatives Program (hereinafter "SHIP Program"), relating to this Mortgage or the Indebtedness proves to be untrue or misleading in any material respect; or
- **G.** Failure of Borrower to meet occupancy and affordability requirements as defined and described in Chapter 420 Florida Statutes.
- H. The filing by Borrower (or any maker, endorser or guarantor of the Note of a voluntary petition in bankruptcy or the filing by Borrower (or such maker, endorser or guarantor) or any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other laws or regulation relating to bankruptcy, insolvency or other relief for debtors, or Borrower (or any such makers, endorsers or guarantors) seeking or consenting to or acquiescing in the appointment of any trustee, receiver or liquidator of Borrower (such maker, endorser or guarantor) or all or any substantial part of the Premises or of any other property or assets of Borrower (such maker, endorser or guarantor) or of any or all of the income, rents, issues, profits or revenues thereof, or the making by Borrower (or any such maker, endorser or guarantor) of any general assignment for the benefit of creditors, or the admission in writing by Borrower (or for any such maker, endorser or guarantor) of its inability to pay its debts generally as they become due or the commission by Borrower (or any such maker, endorser or guarantor) of an act of bankruptcy; or

OR BK 5265 PGOO59 Escambia County, Florida INSTRUMENT 2003-160265

- The filing of a petition against Borrower (or any maker, endorser Note, orguarantor) of the seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future federal, state or other law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, receiver or liquidator of Borrower (or any such maker, endorser or guarantor) or of all or any substantial part of the Premises or of any or all of the incomes, rents, issues, profits or revenues thereof unless such petition shall be dismissed within thirty (30) days after such filing, but in any event prior to the entry of an order, judgment or decree approving such petition; or
- J. The Premises are subjected to actual or threatened waste, or any part thereof is removed, demolished or altered without the prior written consent of Mortgagee.
- 3.02 ACCELERATION OF MATURITY. If a default shall have occurred, then the entire Indebtedness shall accelerate, at the option of Mortgagee, immediately become due and payable in full without notice or demand, time being of the essence of the Note and of this Mortgage; and no omission on the part of Lender to exercise such option when entitled to do so shall be construed as a waiver of such right.

3.03 ENFORCEMENT.

- A. If a Default shall have occurred, Mortgagee, at its option, may institute legal proceedings for the foreclosure of any or all of its rights under this Mortgage.
- B. Mortgagee shall have the right from time to time to enforce any legal or equitable remedy against Borrower, including without limitation suing for any sums, whether interest, principal or any installment of either or both, taxes, penalties or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not all of the Indebtedness shall then be due, and without prejudice to the right of Mortgagee thereafter to enforce any other remedy, including without limitation an action of foreclosure, whether or not such other remedy be based upon a Default which existed at the time of commencement of an earlier or pending action, and whether or not such remedy be based upon the same Default upon which an earlier or pending action is based.
- 3.04 ASSIGNMENT OF LEASES AND RENTS. As additional security for the payment of the indebtedness evidenced by the Note, interest thereon, insurance premiums, taxes and assessments, and all other sums required to be paid by Borrower, at the time and in the manner herein agreed, and for the performance of the covenants and agreements herein contained, Borrower does hereby sell, assign, transfer, and set over unto Mortgagee herein all the leases, lease agreements and lease arrangements, together with all rents, dues, profits or income under any written or oral leases of all or any part of the mortgaged premises whether such leases are now in existence or hereafter come into existence during the period this Mortgage is in effect. This assignment of rents shall run with the land and be

OR BK 5265 PGOO60 Escambia County, Florida INSTRUMENT 2003-160265

good and valid as against Borrower herein, or those claiming by, under or through Borrower, from the date of the recording of this instrument. This assignment shall continue to be operative during any foreclosure or any other proceedings taken to enforce this Mortgage, and the collection of rents by Mortgagee shall in no way waive the right of Mortgagee to foreclose the Mortgage in the event of any default by Borrower. In the event of a sale on foreclosure which shall result in a deficiency, this assignment shall stand as security for the payment of such deficiency. So long as Borrower is not in default, Borrower shall be entitled to collect said rents, in the manner provided in paragraph 1.04, above, without the necessity of Court appointment of a receiver.

- 3.05 APPOINTMENT OF RECEIVER. In the event that at the beginning of or at any time pending any action upon this Mortgage or to foreclose or reform it or to enforce payment of any claims under it, Mortgagee shall apply to the court having jurisdiction for the appointment of a receiver, the court forthwith shall appoint a receiver of the Premises and singular, including all and singular the income, profits, issues and revenues form whatever source derived, each and every one of which, it being expressly understood, is mortgaged by this instrument as if specifically set forth and described in its granting and habeas clauses, and the receiver shall have all the broad and effective functions and powers in anywise entrusted by a court to a receiver. The appointment shall be made by the court as an admitted equity and matter of absolute right to Mortgagee, without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of Borrower or the defendant. All rents, profits, incomes, issues and revenues shall be applied by the receiver according to the lien or equity of Mortgagee and the practice of the court, and the appointment of the receiver shall be without notice to any obligor under this Mortgage.
- 3.06 WAIVER OF EXEMPTIONS. Borrower warrants that no portion of the Premises constitutes the "homestead" of any person whomsoever as defined by the laws and constitution of the State of Florida and hereby waives and renounces all exemption rights in and to the Premises as against the collection of the Indebtedness or any part thereof.
- 3.07 REMEDIES CUMULATIVE. No right, power or remedy conferred upon or reserved to Mortgagee by this Mortgage is intended to be exclusive or any other right, power or remedy, but each and every right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law, in equity or by statute.
- **3.08 WAIVER.** 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. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's rights to accelerate the maturity of the Indebtedness secured by this Mortgage.
- 3.09 <u>SUITS TO PROTECT THE PREMISES</u>. Mortgagee shall have the power to institute and maintain such suits and proceedings as it may deem expedient (i) to prevent any impairment of the Premises by any acts which

may be unlawful or constitute a Default under this Mortgage, (ii) to preserve or protect its interest in the Premises and in the income, rents, issues, profits and revenues arising therefrom and (iii) to restrain the enforcement of or compliance with any legislation or other governmental enactment, rule or order that be unconstitutional or otherwise invalid, if the enforcement of or compliance with such enactment, rule or order would impair the security hereunder or be prejudicial to the interest of Mortgagee. In any such action Mortgagee shall be entitled to receive from Borrower all costs and reasonable attorney's fees.

MISCELLANEOUS

OR BK 5265 PGOO61 Escambia County, Florida INSTRUMENT 2003-160265

- SUCCESSORS AND ASSIGNS. This Mortgage shall inure to the benefit of and be binding upon Borrower and Mortgagee and their respective heirs, executors, legal representatives, successors, successors-in-title and assigns. Whenever a reference in this Mortgage is made to "Borrower" or "Mortgagee" such reference shall be deemed to include a reference to the heirs, executors, legal representatives, successors, successors-in-title and assigns of Borrower and Mortgagee, as the case may be. The foregoing shall not authorize the encumbrance, pledge, conveyance, transfer or assignment of all or any portion of Borrower's interest in the Premises without the prior written consent of Mortgagee.
- **4.02 SEVERABILITY.** If any provision of this Mortgage or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Mortgage and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- 4.03 APPLICABLE LAW. This instrument shall be governed by and construed in accordance with the laws of the State of Florida.
- **4.04** TIME OF THE ESSENCE. Time is of the essence with respect to each and every covenant, agreement and obligation of Borrower under this Mortgage, the Note and any and all other instruments now or hereafter evidencing, securing or otherwise relating to the Indebtedness.
- 4.05 ATTORNEY'S FEES. The enforcement of the Note, this Mortgage or any other obligation evidencing, securing or otherwise relating to the Indebtedness, Mortgagee shall be entitled to recover from Borrower all costs and reasonable attorney's fees. The meaning of the term "legal fees" or "attorney's fees" or other references to the fees of attorneys or counsel, wherever used in this Mortgage, shall be deemed to include, without limitation, all reasonable legal fees relating to litigation or appeals at any and all levels of courts and administrative tribunals.

<pre>in witness whereof, Borrower ha first above written.</pre>	s executed this Mortgage as of the date
Signed, sealed and delivered in the presence of:	BORROWER(S):
Buch Mon BECKY MOREAN	BY: Charles Jones Print Name: CHARITHA I. JONES
Print Name LINDA C. STEWART	BY: N/A Print Name:
STATE OF FLORIDA COUNTY OF ESCAMBIA	
of October , 20 03 by <u>CHARITHA</u>	acknowledged before me this 9th day I. JONES, unmarried woman, who is uyer(s), who did not take an oath and
is/are personally known to me. produced current Florida driver identification. produced current	c's license as as identification.
(Notary Seal must be affixed)	Signature of Notary Public LINDA C. STEWART
Ŋ	Name of Notary Printed My Commission Expires: Commission Number:
	Linda C. Stewart MY COMMISSION # CC894117 EXPIRES December 26, 2903 BONDED THRU TROY FAIN INSURANCE, INC.

OR BK 5265 PGOO62 Escambia County, Florida INSTRUMENT 2003-160265 File Number: 03-5271-Is

EXHIBIT - "A"

OR BK 5265 PGOO63 Escambia County, Florida INSTRUMENT 2003-160265 RCD Oct 15, 2003 03:49 pm Escambia County, Florida

ALL OF LOT 5 AND THE NORTH HALF OF LOT 4, ALSO THE SOUTH 30.12 FEET OF LOT 11 AND THE NORTH 15.06 FEET OF LOT 24, BLOCK 179, WEST KING TRACT, CITY OF PNESACOLA, ESCAMBIA COUNTY, FLORIDA.

ERNIE LEE MAGAHA Clerk of the Circuit Court Instrument 2003-160265