Research Express

TITLE SEARCH ORDER FORM

To: Title Search Department Wednesday, April 30, 2025

Date of Order: Tuesday, April 29, 2025

Time of Order: 17:12 R/E Order Number: **156526**

CONTACT: LEON

Customer Order # 2023-1297

Customer Fax #: (850) 922-5846

() -

CUSTOMER ID # T Misha Brooks Black

NEED BY:

Buyer/Borrower: **ERIC B WALLING**

Owner/Seller:

Property Address: 2901, 2905 ALYSSA POND CT, Tallahassee, Florida 32303

Property County: Leon

Property Tax ID #: 210320216000

Legal Description:

Type of Search: 30 YEAR TAX SEARCH

Notes:

Research Express Title, LLC Phone: 850-570-0808

orders@researchexpresstitle.com

TO: Leon County Tax Collector Doris Maloy

In Re: Legal Description set forth on Exhibit "A" Attached

Order # 2023 1297

We hereby certify that we have searched the Public Records of Leon County, Florida, for the record title holders of the above described property, during and after the issuance of relative tax certificates and for all outstanding mortgages and liens against the said property and for judgments and tax liens against the record title holder, for a thirty (30) year period 4/17/25 inclusive, and certify as follows:

Research Express Title, LLC

BY: FRANK J YORE

Apparent Title Vested In: ERIC B WALLING

1925 LONGVIEW DR TALLAHASSEE FL 32303

ENCUMBRANCES:

LAKEVIEW LOAN SERVICING, LLC (MTG 5701/417, ASM 5813/102) 1. 4425 PONCE DE LEON BLVD, MS 2-521, CORAL GABLES, FL 33146

Tax Identification Number: 210320216000

"This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report." Property information report prepared for: DORIS H. MALOY, Leon County Tax Collector

Mailing Address

Post Office Box 1835 Tallahassee, Florida 32302-1835 (850) 606-4700

www.leontaxcollector.net



Main Office

Metropolitan Administrative Office 1276 Metropolitan Blvd, Suite 102 Tallahassee, FL 32312

(Overnight/Express Mail Accepted)

MEMORANDUM

To: Frank Yore

Research Express Title

From: Grace Valdez

Tax Administration

Date: 04/24/2025

Re: Checklist for Property Information Report – Certificate 2023-1297

Please complete this memorandum with each Property Information Report with the following questions answered regarding the search you have completed.

- 1. A search was conducted with the Secretary of State filing office or other government filing office? YES
- 2. Do documents in the search indicate a mobile home on the property? NO
- 3. Is the property **submerged land**? If yes, the surrounding property owner names and address **must be listed** on the cover letter of the encumbrance report. (See our contract for details). NO
- 4. Is the property **common area**? If yes, the surrounding property owner names and address **must be listed** on the cover letter of the encumbrance report. (See our contract for details). NO
- 5. If a lienholder or mortgage holder was found in the search, is their name and address shown on the cover letter of the encumbrance report? YES

CERTIFICATION OF TAX DEED APPLICATION SECTIONS 197.502 AND 197.542, FLORIDA STATUTES

Ву

Application Number: 2024 000087

Date of Tax Deed Application
April 3, 2025

LC-513 Eff:07/19

Issuing County Tax Certificate Number Date Certificate Issued Part 1: TI550 1st day of June 2023 LEON COUNTY 2023 00001297 00 2103202160000 **Applicant Name:** Number: 034754 **Property Number:** 3 1N 1W IN NW 1/4 OR 894/1562 **Property Description:** FIG 20, LLC FIG 20, LLC FBO SEC PTY PO BOX 12225 NEWARK, NJ 07101-3411 Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application **Face Amount of Certificate** Interest Total Date of Sale **Certificate Number** \$253.44 \$2,212.37 06/01/2023 \$1,958.93 2023 00001297 00 Part 2 Total \$2,212.37 Part 3: Certificates Redeemed by Applicant (Other than County) Date of Sale **Face Amount of Certificate Tax Collector's Fees** Interest Total Certificate Number \$6.25 \$151.21 \$2,219,37 2024 00001301 06/01/2024 \$2,061.91 Part 3 Total \$2,219.37 Part 4: Tax Collector Certiflied Amounts (Lines 1 - 7) 1. Cost of all Certificates in Applicant's Possession and Other Certificates Redeemed By Applicant. . . (Total of parts 2 & 3) \$4,431.74 3. Total of Current Taxes Paid by Tax Deed Applicant2024 \$1,919.81 4. Property Information Report Fee \$150.00 \$125.00 5. Tax Deed Application Fee 6. Additional Interest at 1.5% per month \$6,626.55 I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, HONORABLE DORIS MALOY and that the property information statement is attached. Ву Done this the Part 5: Clerk of Court Certifiled Amounts (Lines 8 - 15) 8. Processing Tax Deed Fee. 9. Certified or Registered Mail Charge 10. Advertising Charge (See s.197.542, F.S.). 11. Recording Fee for Certificate of Notice 12. Sheriff's Fee 13. Interest Computed by Clerk of Court Pursuant to Section 197.542, F.S. 16. Statutory (Opening) Bid; Total of Lines (7, 14 and 15) 17. Redemption Fee and clerk recording release and document preparation..... \$6.626.55 18. Total Amount to Redeem

Date of Sale;

RESEARCH EXPRESS TITLE, LLC

Phone: 850-570-0808 orders@researchexpresstitle.com

Name(s): **ERIC B WALLING**

Address: 2901, 2905 ALYSSA POND CT, Tallahassee, Florida 32303 County: Leon

Research Express File #: 156526 Searched by: FJY

Customer order #: 2023-1297 Search Type: 30 YEAR TAX SEARCH

Date Searched: 4/30/25 Effective Date of Search: 4/17/25

Record Title Holder: ERIC B WALLING

Legal Description: PARCEL 2, MORE FULLY DESCRIBED IN THE WD

FILED IN OR 5701/412

Mortgage Holder: <u>USAA FEDERAL SAVINGS BANK</u>

BK/PG: <u>5701/417</u> Dated: <u>2/15/22</u> Recorded: <u>2/17/22</u>

Amount: \$ 596,736.00

Assigned: LAKEVIEW LOAN SERVICING, LLC 5813/102 REC'D 1/31/23

Additional Information: POA 5701/414, LP 5868/1526, LP 6025/791

Judgments Or Liens: NO RECORD

Tax ID# 210320216000

DEED CHAIN:

- 1) WD 894/1562 RED' 1978 CAMPBELL TO ROBERTSON
- 2) WD 2792/768 REC'D 2002 ROBERTSON TO ROBERTSON LP
- 3) WD 2984/855 REC'D 2003 ROBERTSON LP TO ROBERTSON
- 4) WD 2994/1302 REC'D 2003 ROBERTSON TO SHIPLEY
- 5) WD 3850/1293 REC'D 2008 SHIPLEY TO SHIPLEY TRUST
- 6) WD 5100/530 REC'D 2017 SHIPLEY TRUST TO MEYER
- 7) DEATH CERT. OF ROBERT MEYER 5572/438 REC'D 2021
- 8) WD 5701/412 REC'D 2/17/22 MEYER TO ERIC B WALLING

END OF REPORT

"This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report." Property information report prepared for: DORIS H. MALOY, Leon County Tax Collector

20220011378 RECORDED IN PUBLIC RECORDS LEON COUNTY FL BK: 5701 PG: 412, 02/17/2022 at 09:15 AM, D DOCUMENTARY TAX PD \$4032.00 GWEN MARSHALL, CLERK OF COURTS This Instrument Prepared by & return to: W. Crit Smith, Esq. Name: Susan S. Thompson, Esq. Frank S. Shaw, III, Esq. Address: 3520 Thomasville Road, 4th Floor Tallahassee, Florida 32309 20220077ANH Parcel I.D. #: 2103202200000, etal SPACE ABOVE THIS LINE FOR PROCESSING DATA SPACE ABOVE THIS LINE FOR RECORDING DATA THIS WARRANTY DEED Made the 15th day of February, A.D. 2022, by JOHN S. POWELL and CATHLEEN M. POWELL, husband and wife, as to Parcel 1, and DORIS MEYER, the un-remarried surviving spouse of Robert Meyer, deceased, as to Parcel 2, hereinafter called the grantors, to ERIC B. WALLING, a single man, whose post office address is 1925 LONGVIEW DRIVE, 2901 ALYSSA POND COURT, Tallahassee, FL 32303, hereinafter called the grantee: (Wherever used herein the terms "grantors" and "grantee" include all the parties to this instrument, singular and plural, and the hetrs, legal representatives and assigns of individuals, and the successors and assigns of corporations.) Witnesseth: That the grantors, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee all that certain land situate in Leon County, State of Florida, viz: SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF. Subject to taxes for the year 2022 and subsequent years, restrictions, reservations, covenants and easements of record, if any. Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold the same in fee simple forever. And the grantors hereby covenant with said grantee that they are lawfully seized of said land in fee simple; that they have good right and lawful authority to sell and convey said land, and hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2021. In Witness Whereof, the said grantors have signed and sealed these presents, the day and year first above written. Signed, sealed and delivered in the presence of: Witness Signat JOHN S. POWELL Address: 1750 Old Federal Rd, QUINCY, FL 32351 LS. CATHLEEN M. POWE iness Signature Address: 1750 Old Federal Rd, QUINCY, FL 32351 ney Norma Printed Name DORIS MEYER Address: 1750 Old Federal Rd, QUINCY, FL 32351 State of Florida County of Leon

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared JOHNS. POWELL and CATHLEEN M. POWELL, husband and wife, and DORIS MEYER, a single woman, known to me to be the persons described in and who executed the foregoing instrument, who acknowledged before me that they executed the same. The Grantor(s) () is personally known to me; or () produced _______ as identification:

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization.

Witness my hand and official seal in the County and State last aforesaid this 15th day of

Notary Public Rubber Stamp Seal

FRANK S. SHAW III COMMISSION # GG 125630 EXPIRES: June 19, 2022 ed Thru Notary Public Underwit

CAL DOCUMEN

Notary Signate

Printed Notary Signature

My commission expires:

EXHIBIT "A"

PARCEL 1:

COMMENCE AT THE NORTHEAST CORNER OF LOT 6, BLOCK "B" OF THE LAKE FOREST SUBDIVISION, UNIT NO. 1, A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 44 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, AND RUN THENCE NORTH 22 DEGREES, 25 MINUTES WEST 645.48 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN NORTH 22 DEGREES 25 MINUTES WEST A DISTANCE OF 396.14 FEET TO THE SOUTHERLY BOUNDARY OF LAKE JACKSON HEIGHTS, UNIT NO. 1, A SUBDIVISION, AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 105 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA; THENCE RUN SOUTH 58 DEGREES 35 MINUTES WEST ALONG SAID SOUTHERLY BOUNDARY 897.46 FEET, THENCE SOUTH 32 DEGREES, 02 MINUTES 30 SECONDS EAST 259.40 FEET, THENCE RUN NORTH 67 DEGREES 35 MINUTES EAST 843.04 FEET TO THE POINT OF BEGINNING.

ALSO

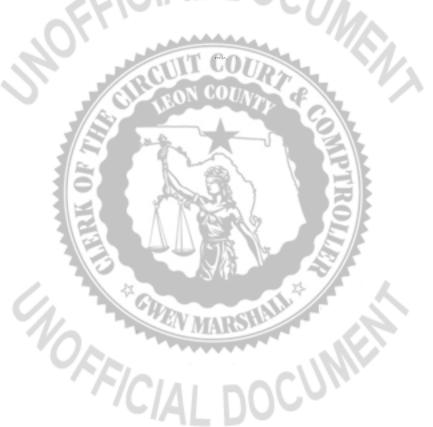
LOTS 68 AND 69, BLOCK "D", IN LAKE JACKSON HEIGHTS AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 105 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

PARCEL 2:

BEGIN AT THE NORTHEAST CORNER OF LOT 6, BLOCK "B" OF LAKE FOREST SUBDIVISION, UNIT NO. 1, A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 44, OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, AND RUN THENCE NORTH 22 DEGREES 25 MINUTES WEST 1041.62 FEET TO THE SOUTHERLY BOUNDARY OF LAKE JACKSON HEIGHTS, UNIT NO. 1, A SUBDIVISION AS PER MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 105, OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, THENCE SOUTH 58 DEGREES 35 MINUTES WEST ALONG SAID SOUTHERN BOUNDARY 897.46 FEET, THENCE SOUTH 32 DEGREES 02 MINUTES 30 SECONDS EAST 259.40 FEET, THENCE SOUTH 15 DEGREES 29 MINUTES WEST 159.64 FEET, THENCE SOUTH 74 DEGREES 31 MINUTES EAST 60.0 FEET TO THE NORTHWEST CORNER OF LOT 13 OF SAID LAKE FOREST SUBDIVISION, THENCE SOUTHEASTERLY, NORTHEASTERLY, AND SOUTHEASTERLY ALONG THE NORTHERLY BOUNDARY OF SAID LAKE FOREST SUBDIVISION AS FOLLOWS: CONTINUE SOUTH 74 DEGREES 31 MINUTES EAST 260.92 FEET, THENCE NORTH 89 DEGREES 29 MINUTES EAST 530.57 FEET, THENCE SOUTH 67 DEGREES 31 MINUTES EAST 250.75 FEET TO THE POINT OF BEGINNING.

EXCEPT:

COMMENCE AT THE NORTHEAST CORNER OF LOT 6, BLOCK "B" OF LAKE FOREST SUBDIVISION, UNIT NO. 1, A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 44, OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, AND RUN THENCE NORTH 22 DEGREES 25 MINUTES WEST 645.48 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN THENCE NORTH 22 DEGREES 25 MINUTES WEST A DISTANCE OF 396.14 FEET TO THE SOUTHERLY BOUNDARY OF LAKE JACKSON HEIGHTS, UNIT NO. 1, A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 105, OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, THENCE RUN SOUTH 58 DEGREES 35 MINUTES WEST ALONG SAID SOUTHERLY BOUNDARY 897.46 FEET, THENCE SOUTH 32 DEGREES 02 MINUTES 30 SECONDS EAST 259.40 FEET, THENCE RUN NORTH 67 DEGREES 35 MINUTES EAST 843.04 FEET TO THE POINT OF BEGINNING.



20220011379 RECORDED IN PUBLIC RECORDS LEON COUNTY FL BK: 5701 PG: 414, 02/17/2022 at 09:15 AM,

GWEN MARSHALL, CLERK OF COURTS

This instrument prepared by:
Smith, Thompson, Shaw, Colon & Power P.K.
3520 Thomssville Road, 4th Floor
Tallahasse, Florida 32309
20 2200 7 ANH

POWER OF ATTORNEY TO PURCHASE REAL ESTATE

whose address is 2045 TEO Hives Or, Tallahassee H,32308 do hereby make, constitute and appoint MARY ELLEN PLEWES, my true and lawful attorney in fact for me and in my name, place, and stead, to purchase, mortgage, buy, accept or contract for the purchase of the real property described

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF. 1925 Longview Drive, Tallahassee, FL 32303 and 2901 Alyssa Pond Ct., Tallahassee, FL 32303

Said attorney in fact is authorized to purchase, mortgage, accept, buy, or to contract for the purchase of any or all of the above-described property to any person for such price or prices, and on such terms and conditions, as said attorney in fact may deem proper, and in my name to make, execute, acknowledge, and deliver a good and sufficient mortgage, or other instrument(s), necessary to effect such purchase, or agreement.

- I grant to said attorney in fact full power and authority to perform all acts to be done in and about the premises as herein described, as we could do if personally present.
- 2. All rights, powers, and authority of said attorney in fact to exercise any and all of the rights and powers herein granted shall commence and be in full force and effect on the date of the execution of this Power of Attorney, and such rights, powers and authority shall remain in full force and effect thereafter until such property is closed.
- 3. This Power of Attorney will expire on March 31, 2022 or on the date this transaction closes if before March 31, 2022.

4. This mortgage will be with USAA Federal Savings Bank, its successors and/or assigns as their interests may appear.

witness my hand the

day of February, 2022.

CINASCALI DEPORT NAME

PRINT NAME

PRINT NAME

ERIC WALLING

Address: Or.

Tallahassee FL 32308

This instrument prepared by:
Smith, Thompson, Shaw, Colon & Power P.A.
3520 Thomasville Road, 4th Floor
Tallahassee, Florida 32309
STATE OF AN ZONO
COUNTY OF Man Copa

THE FOREGOING instrument was acknowledged before me this day of February, 2022, by ERIC WALLING, who is produced priver license as identification and who did/did not take an oath.

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization.

My Commission Expires: 0401/2025

LINDSEY LITTLETON
Notary Public - State of Artzone
MARICOPA COUNTY
Commission # 598786
Expires February 01, 2025

EXHIBIT "A"

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ALSO

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20220011380 RECORDED IN PUBLIC RECORDS LEON COUNTY FL BK: 5701 PG: 417, 02/17/2022 at 09:15 AM, M DOCUMENTARY TAX PD: \$2088.80 INTANGIBLE TAX PD \$1193.47 GWEN MARSHALL, CLERK OF COURTS

> After Recording Return To: **IRM-USAA VAULT** 4117 Pinnacle Point Dr **Dallas, TX 75211**

This Document Prepared By: **Gregory Neal USAA Federal Savings Bank** 10750 McDermott Freeway San Antonio, TX 78288

20220077ANH

[Space Above This Line For Recording Data]

MORTGAGE

VA Case Number: 17-17-6-2368964 MIN: 1001056-3002609109-6 Loan #: 3002609109 Parcel ID: 2103202200000 & 2103202160000

THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 19 and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

- "Security Instrument" means this document, which is dated February 15, 2022, together with all Riders to this document.
- "Borrower" is Eric B Walling, a single man. Borrower is the mortgagor under this Security Instrument.
- "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

* 3 0 0 2 6 0 9 1 0 9 *
FLORIDA—Single Family—UNIFORM INSTRUMENT

Mortgage Cadence Document Center © 3752 04/10

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Order: LEON 156489 5701-417 MTG 02-17-2022

- "Lender" is USAA Federal Savings Bank. Lender is a Federally Chartered Savings Association organized and existing under the laws of The United States of America, Lender's address is 10750 McDermott Freeway, San Antonio, TX 78288-0544.
- (E) "Note" means the promissory note signed by Borrower and dated February 15, 2022. The Note states that Borrower owes Lender FIVE HUNDRED NINETY SIX THOUSAND SEVEN HUNDRED THIRTY SIX AND NO/100 Dollars (U.S. \$596,736.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than March 01, 2052.
- "Property" means the property that is described below under the heading "Transfer of Rights in the Property.
- (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

[]	Condominium Rider	[]	Graduated Payment Rider
[]	Planned Unit Development Rider	[X]	Other(s) [specify]
				Assumption Rider

- "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions. If the indebtedness secured hereby is guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.
- "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association. homeowners association or similar organization.
- "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (L) "Escrow Items" means those items that are described in Section 3.
- "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any



Mortgage Cadence Document Center © 3752 04/10



Page 2 of 14

part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

- "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in the COUNTY of LEON:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

which currently has the address of 1925 LONGVIEW DR TALLAHASSEE, Florida 32303 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

FLORIDA—Single Family—UNIFORM INSTRUMENT

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; and (c) premiums for any and all insurance required by Lender under Section 5. These



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items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner



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Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single



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payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 24 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

- Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- Preservation, Maintenance and Protection of the Property: Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible. Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

- Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
- Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for



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condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless



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If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may



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not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

- Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.
- Governing Law; Severability; Rules of Construction. This Security Instrument shall be 15. governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

- 16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.
- Transfer of the Property. This loan may be declared immediately due and payable upon 17. transfer of the Property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.





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- Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.
- 19. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 24 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

20. Hazardous Substances. As used in this Section 20: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup"



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includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

- Funding Fee. A fee equal to one-half of one percent of the balance of this loan as of the date of transfer of the Property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein provided, and, at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729(c). (Note: The funding fee for loans assumed between 12/13/02 and 9/30/03 will be 1 percent.)
- Processing Charge. Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holder's ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.
- Indemnity Liability. If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of



Mortgage Cadence Document Center @ 3752 04/10

Page 12 of 14

- Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.
- Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.
- Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witness

Signed, sealed and delivered in the presence of:

Witnesses

n Fact Borrower - Eric B Walling, By

MARY ELLEN PLEWES as

Attorney in Fact

FLORIDA—Single Family—UNIFORM INSTRUMENT

Page 13 of 14

[Space Below This Line for Acknowledgment]
State of Florida
County of <u>Leon</u>
The foregoing instrument was acknowledged before me by means of [4] physical presence or [7] online notarization, this 15th day of February 20 22,
by Mary ther Herre's as attorney in fact for Eric B. Walling
(Signature of Notary Public - State of Florida)
(Print, Type or Stamp Commissioned Name of Notary Public) MY COMMISSION # GG 195630 EXPIRES: June 19, 2022 Bonded Tru Notary Public Underwriters
Personally Known OR Produced Identification Type of Identification Produced F(a) /(-
Type of Identification Produced 114 B

Origination Company: **USAA Federal Savings Bank**NMLSR ID: **401058**Originator: **Lauren Pfost**NMLSR ID: **1660363**

* 3 0 0 2 6 0 9 1 0 9 *

FLORIDA—Single Family—UNIFORM INSTRUMENT
Mortgage Cadence Document Center © 3752 04/10



Page 14 of 14

EXHIBIT "A"

PARCEL 1:

COMMENCE AT THE NORTHEAST CORNER OF LOT 6, BLOCK "B" OF THE LAKE FOREST SUBDIVISION, UNIT NO. 1, A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 44 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, AND RUN THENCE NORTH 22 DEGREES, 25 MINUTES WEST 645.48 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN NORTH 22 DEGREES 25 MINUTES WEST A DISTANCE OF 396.14 FEET TO THE SOUTHERLY BOUNDARY OF LAKE JACKSON HEIGHTS, UNIT NO. 1, A SUBDIVISION, AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 105 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA; THENCE RUN SOUTH 58 DEGREES 35 MINUTES WEST ALONG SAID SOUTHERLY BOUNDARY 897.46 FEET, THENCE SOUTH 32 DEGREES, 02 MINUTES 30 SECONDS EAST 259.40 FEET, THENCE RUN NORTH 67 DEGREES 35 MINUTES EAST 843.04 FEET TO THE POINT OF BEGINNING.

ALSO

LOTS 68 AND 69, BLOCK "D", IN LAKE JACKSON HEIGHTS AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 105 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

PARCEL 2:

BEGIN AT THE NORTHEAST CORNER OF LOT 6, BLOCK "B" OF LAKE FOREST SUBDIVISION, UNIT NO. 1, A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 44, OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, AND RUN THENCE NORTH 22 DEGREES 25 MINUTES WEST 1041.62 FEET TO THE SOUTHERLY BOUNDARY OF LAKE JACKSON HEIGHTS, UNIT NO. 1, A SUBDIVISION AS PER MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 105, OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, THENCE SOUTH 58 DEGREES 35 MINUTES WEST ALONG SAID SOUTHERN BOUNDARY 897.46 FEET, THENCE SOUTH 32 DEGREES 02 MINUTES 30 SECONDS EAST 259.40 FEET, THENCE SOUTH 15 DEGREES 29 MINUTES WEST 159.64 FEET, THENCE SOUTH 74 DEGREES 31 MINUTES EAST 60.0 FEET TO THE NORTHWEST CORNER OF LOT 13 OF SAID LAKE FOREST SUBDIVISION, THENCE SOUTHEASTERLY, NORTHEASTERLY, AND SOUTHEASTERLY ALONG THE NORTHERLY BOUNDARY OF SAID LAKE FOREST SUBDIVISION AS FOLLOWS: CONTINUE SOUTH 74 DEGREES 31 MINUTES EAST 260.92 FEET, THENCE NORTH 89 DEGREES 29 MINUTES EAST 530.57 FEET, THENCE SOUTH 67 DEGREES 31 MINUTES EAST 250.75 FEET TO THE POINT OF BEGINNING.

EXCEPT:

COMMENCE AT THE NORTHEAST CORNER OF LOT 6, BLOCK "B" OF LAKE FOREST SUBDIVISION, UNIT NO. 1, A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 44, OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, AND RUN THENCE NORTH 22 DEGREES 25 MINUTES WEST 645.48 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN THENCE NORTH 22 DEGREES 25 MINUTES WEST A DISTANCE OF 396.14 FEET TO THE SOUTHERLY BOUNDARY OF LAKE JACKSON HEIGHTS, UNIT NO. 1, A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 105, OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, THENCE RUN SOUTH 58 DEGREES 35 MINUTES WEST ALONG SAID SOUTHERLY BOUNDARY 897.46 FEET, THENCE SOUTH 32 DEGREES 02 MINUTES 30 SECONDS EAST 259.40 FEET, THENCE RUN NORTH 67 DEGREES 35 MINUTES EAST 843.04 FEET TO THE POINT OF BEGINNING.

MIN: 1001056-3002609109-6

Loan #: 3002609109 VA Case #: 17-17-6-2368964

ASSUMPTION RIDER

THIS LOAN IS NOT ASSUMABLE WITHOUT THE APPROVAL OF THE DEPARTMENT OF VETERANS AFFAIRS OR ITS AUTHORIZED AGENT.

THIS ASSUMPTION RIDER is made this 15th day of February, 2022, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to USAA Federal Savings Bank (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1925 LONGVIEW DR, TALLAHASSEE, FL 32303

[Property Address]

ASSUMPTION COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- **A. Acceleration Clause.** This loan may be declared immediately due and payable upon transfer of the property securing such loan to any transferee, unless the acceptability of the assumption of the loan is established pursuant to Section 3714 of Chapter 37, Title 38, United States Code.
- **B. Funding Fee Clause.** A fee equal to one-half of 1 percent of the balance of this loan as of the date of transfer of the property shall be payable at the time of transfer to the loan holder or its authorized agent, as trustee for the Department of Veterans Affairs. If the assumer fails to pay this fee at the time of transfer, the fee shall constitute an additional debt to that already secured by this instrument, shall bear interest at the rate herein

MULTISTATE VA ASSUMPTION RIDER Single Family UNIFORM INSTRUMENT
Mortgage Cadence Document Center © 3637 04/10 Page 1

provided, and at the option of the payee of the indebtedness hereby secured or any transferee thereof, shall be immediately due and payable. This fee is automatically waived if the assumer is exempt under the provisions of 38 U.S.C. 3729(c).

- C. Processing Charge Clause. Upon application for approval to allow assumption of this loan, a processing fee may be charged by the loan holder or its authorized agent for determining the creditworthiness of the assumer and subsequently revising the holders ownership records when an approved transfer is completed. The amount of this charge shall not exceed the maximum established by the Department of Veterans Affairs for a loan to which Section 3714 of Chapter 37, Title 38, United States Code applies.
- D. Indemnity Liability Assumption Clause. If this obligation is assumed, then the assumer hereby agrees to assume all of the obligations of the veteran under the terms of the instruments creating and securing the loan. The assumer further agrees to indemnify the Department of Veterans Affairs to the extent of any claim payment arising from the guaranty or insurance of the indebtedness created by this instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in pages 1 and 2 of this Assumption Rider.

as Attorner in Facet (S Borrower - Eric B Walling, By

MARY ELLEN PLEWES as

Attorney in Fact

Origination Company: USAA Federal Savings Bank NMLSR ID: 401058 Originator: Lauren Pfost NMLSR ID: 1660363

MÜLTISTATE VA ASSUMPTION RIDER SINGLE FAMILY UNIFORM INSTRUMENT



20230004956 RECORDED IN PUBLIC RECORDS LEON COUNTY FL BK: 5813 PG: 102, 01/31/2023 at 03:46 PM, GWEN MARSHALL, CLERK OF COURTS

Recording Requested By: NATIONSTAR MORTGAGE DBA MR. COOPER

When Recorded Return To:

DOCUMENT ADMINISTRATION NATIONSTAR MORTGAGE DBA MR. COOPER 8950 CYPRESS WATERS BLVD COPPELL, TX 75019

CORPORATE ASSIGNMENT OF MORTGAGE

Leon, Florida SELLER'S SERVICING #:*****1084 "WALLING"

MIN #: 100105630026091096 SIS #: 1-888-679-6377

Date of Assignment: January 25th, 2023
Assignor: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS MORTGAGEE, AS NOMINEE FOR USAA FEDERAL SAVINGS BANK, ITS SUCCESSORS AND ASSIGNS at P.O. BOX 2026, FLINT, MI 48501-2026 Assignee: LAKEVIEW LOAN SERVICING, LLC at 4425 PONCE DE LEON BLVD, MS 2-521, CORAL GABLES, FL 33146

Executed By: ERIC B WALLING, A SINGLE MAN To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS MORTGAGEE, AS NOMINEE FOR USAA FEDERAL SAVINGS BANK, ITS SUCCESSORS AND ASSIGNS Date of Mortgage: 02/15/2022 Recorded: 02/17/2022 in Book/Reel/Liber: 5701 Page/Folio: 417 as Instrument No.: 20220011380 In the County of Leon, State of Florida.

Property Address: 1925 LONGVIEW DR, TALLAHASSEE, FL 32303

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage having an original principal sum of \$596,736.00 with interest, secured thereby, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's interest under the Mortgage

TO HAVE AND TO HOLD the said Mortgage, and the said property unto the said Assignee forever, subject to the terms contained in said Mortgage

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS MORTGAGEE, AS NOMINEE FOR USAA FEDERAL SAVINGS BANK, ITS SUCCESSORS AND ASSIGNS On January 25th, 2023

TEREFE TEKLE, Vice-President

STATE OF Texas COUNTY OF Denton

On January 25th, 2023, before me, VALENCIA METCALF, a Notary Public in and for Denton in the State of Texas, personally appeared TEREFE TEKLE, Vice-President of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR USAA FEDERAL SAVINGS BANK, ITS SUCCESSORS AND ASSIGNS, personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon/behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seaj

Notary Expires: 02/28/2023

VALENCIA METCALF Notary Public, State of Texas Comm Expires 02-28-2023 Notary ID 128535414

(This area for notarial seal)

Prepared By: Douglas Keaton, NATIONSTAR MORTGAGE DBA MR. COOPER 8950 CYPRESS WATERS BLVD, COPPELL, TX 75019 1-888-480-2432

*JAZ*JAZNATT*01/25/2023 08:53:23 AM* NATT01NATTA000000000000004722240* FLLEON* *******1084 FLSTATE_MORT_ASSIGN_ASSN **DK6NATT*

20230038996 ELECTRONICALLY RECORDED IN THE PUBLIC RECORDS OF LEON COUNTY, FL BK: 5868 PG: 1526 07/20/2023 at 11:59 AM GWEN MARSHALL, CLERK OF COURTS

Filing # 177331666 E-Filed 07/13/2023 11:27:13 AM

IN THE CIRCUIT COURT OF THE 2ND JUDICIAL CIRCUIT, IN AND FOR LEON COUNTY, FLORIDA CIVIL DIVISION CASE NO. 2023 CA 001890

LAKEVIEW LOAN SERVICING, LLC, Plaintiff,

VS.

ERIC B. WALLING; UNKNOWN SPOUSE OF ERIC B. WALLING; UNKNOWN PERSON(S) IN POSSESSION OF THE SUBJECT PROPERTY; Defendants.

,

NOTICE OF LIS PENDENS

TO THE ABOVE STYLED DEFENDANTS AND ALL OTHERS WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING:

- (a) The plaintiff has instituted this action against you seeking to foreclose a mortgage with respect to the property described below;
 - (b) The plaintiff in this action is/are:

LAKEVIEW LOAN SERVICING, LLC

- (c) The case number of the action and the court where the action is pending is as shown in the caption.
- (d) The property that is the subject matter of this action is in LEON County, Florida, and is described as follows:

SEE EXHIBIT A

23-00018 NML V1.20140101

Order: LEON 156489 5868-1526 CIV 07-20-2023 OR BK: 5868 PG: 1527

including the buildings, and appurtenances, and fixtures located thereon.

DATED this 13th day of July, 2023.

Kahane & Associates, P.A. 1619 NW 136th Avenue, Suite D-220

Sunrise, Florida 33323 Telephone: (954) 382-3486 Telefacsimile: (954) 382-5380

Designated service email: notice@kahaneandassociates.com

Bv:

Robert S. Kahane, Esq. Fla. Bar No.: 946850 Cindy Borzillo , Esq., Fla. Bar No.: 145912 Eric Knopp , Esq., Fla. Bar No.: 709921 X Cedric C. Small, Esq., Fla. Bar No.: 70679

23-00018 NML V1.20140101

Order: LEON 156489 5868-1526 CIV 07-20-2023 OR BK: 5868 PG: 1528

EXHIBIT "A"

PARCEL 1:

COMMENCE AT THE NORTHEAST CORNER OF LOT 6, BLOCK "B" OF THE LAKE FOREST SUBDIVISION, UNIT NO. 1, A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 44 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, AND RUN THENCE NORTH 22 DEGREES, 25 MINUTES WEST 645.48 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING RUN NORTH 22 DEGREES 25 MINUTES WEST A DISTANCE OF 396.14 FEET TO THE SOUTHERLY BOUNDARY OF LAKE JACKSON HEIGHTS, UNIT NO. 1, A SUBDIVISION, AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 105 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA; THENCE RUN SOUTH 58 DEGREES 35 MINUTES WEST ALONG SAID SOUTHERLY BOUNDARY 897.46 FEET, THENCE SOUTH 32 DEGREES, 02 MINUTES 30 SECONDS EAST 259.40 FEET, THENCE RUN NORTH 67 DEGREES 35 MINUTES EAST 843.04 FEET TO THE POINT OF BEGINNING.

ALSO

LOTS 68 AND 69, BLOCK "D", IN LAKE JACKSON HEIGHTS AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 105 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

PARCEL 2:

BEGIN AT THE NORTHEAST CORNER OF LOT 6, BLOCK "B" OF LAKE FOREST SUBDIVISION, UNIT NO. 1, A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 44, OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, AND RUN THENCE NORTH 22 DEGREES 25 MINUTES WEST 1041.62 FEET TO THE SOUTHERLY BOUNDARY OF LAKE JACKSON HEIGHTS, UNIT NO. 1, A SUBDIVISION AS PER MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 105, OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, THENCE SOUTH 58 DEGREES 35 MINUTES WEST ALONG SAID SOUTHERN BOUNDARY 897.46 FEET, THENCE SOUTH 32 DEGREES 02 MINUTES 30 SECONDS EAST 259.40 FEET, THENCE SOUTH 15 DEGREES 29 MINUTES WEST 159.64 FEET, THENCE SOUTH 74 DEGREES 31 MINUTES EAST 60.0 FEET TO THE NORTHWEST CORNER OF LOT 13 OF SAID LAKE FOREST SUBDIVISION, THENCE SOUTHEASTERLY, NORTHEASTERLY, AND SOUTHEASTERLY ALONG THE NORTHERLY BOUNDARY OF SAID LAKE FOREST SUBDIVISION AS FOLLOWS: CONTINUE SOUTH 74 DEGREES 31 MINUTES EAST 260.92 FEET, THENCE NORTH 89 DEGREES 29 MINUTES EAST 530.57 FEET, THENCE SOUTH 67 DEGREES 31 MINUTES EAST 250.75 FEET TO THE POINT OF BEGINNING.

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Order: LEON 156489

Page 3 of 3

20250004422 ELECTRONICALLY RECORDED IN THE PUBLIC RECORDS OF LEON COUNTY, FL BK: 6025 PG: 791 01/30/2025 at 11:14 AM GWEN MARSHALL, CLERK OF COURTS

Filing # 215601318 E-Filed 01/29/2025 01:45:23 PM

IN THE CIRCUIT COURT OF THE 2ND JUDICIAL CIRCUIT, IN AND FOR LEON COUNTY, FLORIDA CIVIL DIVISION CASE NO. 2025 CA 000145

LAKEVIEW LOAN SERVICING, LLC

Plaintiff.

VS.

ERIC B. WALLING; UNKNOWN SPOUSE OF ERIC B. WALLING; LEON COUNTY, FLORIDA; UNKNOWN PERSON(S) IN POSSESSION OF THE SUBJECT PROPERTY;

Defendants.

NOTICE OF LIS PENDENS

TO THE ABOVE STYLED DEFENDANTS AND ALL OTHERS WHOM IT MAY CONCERN:

YOU ARE HEREBY NOTIFIED OF THE FOLLOWING:

- (a) The plaintiff has instituted this action against you seeking to foreclose a mortgage with respect to the property described below;
 - (b) The plaintiff in this action is/are:

LAKEVIEW LOAN SERVICING, LLC

- (c) The case number of the action and the court where the action is pending is as shown in the caption.
- (d) The property that is the subject matter of this action is in LEON County, Florida, and is described as follows:

SEE EXHIBIT "A" ATTACHED

25-00019 NML V1.20140101

25-00019 KA00653410

25-00019 KA00653410 B653410 C149880 M1 D95 2493 (629713 R22 S164

Order: LEON 156489 6025-791 CIV 01-30-2025 OR BK: 6025 PG: 792

including the buildings, and appurtenances, and fixtures located thereon.

DATED this 29th day of January, 2025.

Kahane & Associates, P.A. 1619 NW 136th Avenue, Suite D-220

Sunrise, Florida 33323 Telephone: (954) 382-3486 Telefacsimile: (954) 382-5380

Designated service email: notice@kahaneandassociates.com

 $\mathbf{R}_{\mathbf{V}}$

Robert S. Kahane, Esq. Fla. Bar No.: 946850 X Cindy Borzillo, Esq., Fla. Bar No.: 145912 Eric Knopp, Esq., Fla. Bar No.: 709921

25-00019 NML V1.20140101

Order: LEON 156489 6025-791 CIV 01-30-2025 OR BK: 6025 PG: 793

EXHIBIT "A"

PARCEL 1:

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LOTS 68 AND 69, BLOCK "D", IN LAKE JACKSON HEIGHTS AS PER PLAT THEREOF AS RECORDED IN PLAT BOOK 3, PAGE 105 OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA.

PARCEL 2:

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Order: LEON 156489 6025-791 CIV 01-30-2025



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Foreign Limited Liability Company LAKEVIEW LOAN SERVICING, LLC

Filing Information

 Document Number
 M1000005305

 FEI/EIN Number
 27-4023565

 Date Filed
 12/02/2010

State DE

Status ACTIVE

Last Event LC STMNT OF RA/RO CHG

Event Date Filed 09/08/2014

Event Effective Date NONE

Principal Address

4425 PONCE DE LEON BLVD.

MS 5-251

CORAL GABLES, FL 33146

Changed: 04/27/2025

Mailing Address

4425 PONCE DE LEON BLVD.

MS 5-251

CORAL GABLES, FL 33146

Changed: 04/27/2025

Registered Agent Name & Address

CORPORATION SERVICE COMPANY

1201 HAYS STREET TALLAHASSEE, FL 32301

Name Changed: 09/08/2014

Address Changed: 09/08/2014

<u>Authorized Person(s) Detail</u>

Name & Address

Title MGR

ERTEL, DAVID 4425 PONCE DE LEON BLVD. 4TH FLOOR CORAL GABLES, FL 33146

Title Mgr, PCEO

ALDECOCEA, JULIO 4425 PONCE DE LEON BLVD. 4TH FLOOR CORAL GABLES, FL 33146

Title SVP & Secretary

Bendalin, Ronald 4425 PONCE DE LEON BLVD. MS 5-251 CORAL GABLES, FL 33146

Title Mgr, SVP

EVENSON, BRETT 4425 PONCE DE LEON BLVD. 4TH FLOOR CORAL GABLES, FL 33146

Title SVP

GLASSNER, ADAM 4425 PONCE DE LEON BLVD. 4TH FLOOR CORAL GABLES, FL 33146

Title MGR, SVP, CCO

TRIBBLE, JUDITH
4425 PONCE DE LEON BLVD.
MS 5-251
CORAL GABLES, FL 33146

Title AVP

Knight, Jeff 4425 PONCE DE LEON BLVD. MS 5-251 CORAL GABLES, FL 33146

Title Mgr, SVP, CFO

Wallace, Todd 4425 PONCE DE LEON BLVD. 4TH FLOOR CORAL GABLES, FL 33146

Title SVP

Goldman, Joel K. 4425 PONCE DE LEON BLVD. MS 5-251 CORAL GABLES, FL 33146

Annual Reports

Report Year	Filed Date
2023	04/17/2023
2024	04/26/2024
2025	04/27/2025

Document Images

View image in PDF format
View image in PDF format

Summary

Parcel ID:

2103202160000

Location:

2901 ALYSSA POND CT

View All Addresses

Subdivision Name:

UNPLATTED LAND

Owner(s):

WALLING ERIC B

Property Use:

0700 - MISCELLANEOUS RESIDENTIAL

Tax District:

2 – COUNTY

Mailing Address:

1925 LONGVIEW DR

TALLAHASSEE FL 32303

Legal Desc:

3 1N 1W

IN NW 1/4

OR 894/1562

Acreage:

8.07 **±**

Parent Parcel ID:

None

Sales Information

Sale Date	Sale Price	Book/Page	Instrument Type	Improved/Vacant
2/15/2022	\$576,000	5701/412	Warranty Deed	Improved
12/24/2019	\$0	5572/438	Death Certificate	Improved
8/17/2017	\$103,500	5100/530	Warranty Deed	Improved
4/10/2008	\$100	3850/1293	Warranty Deed	Improved
11/7/2003	\$120,000	2994/1302	Warranty Deed	Improved
10/3/2003	\$100	<u>2984/855</u>	Warranty Deed	Improved
12/6/2002	\$100	2792/768	Warranty Deed	Vacant
1/1/1978	\$31,900	0894/1562	Warranty Deed	Vacant

Certified Value History

Tax Year	Land	Building	Total Market	Homestead Savings	Classified Use
2024	\$80,700	\$2,050	\$82,750	\$0	\$0
2023	\$80,700	\$2,050	\$82,750	\$0	\$0
2022	\$80,700	\$2,050	\$82,750	\$0	\$0

Homestead Information

Tax Year	Status	Details
2025	No	

Tax Year	Status	Details	
2024	No		

2024 Certified Taxable Values

Taxing Authority	Millage Rate	Market	Assessed	Exempt	Taxable
Leon County	8.31440	\$82,750	\$82,750	\$0	\$82,750
Leon County - Emergency Medical Service	0.75000	\$82,750	\$82,750	\$0	\$82,750
Children Services Council	0.34770	\$82,750	\$82,750	\$0	\$82,750
School - State Law	3.13600	\$82,750	\$82,750	\$0	\$82,750
School - Local Board	2.24800	\$82,750	\$82,750	\$0	\$82,750
NW FL Water Management	0.02180	\$82,750	\$82,750	\$0	\$82,750

Buildings

No building data available.

LEON COUNTY

Header1

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ACCOUNT N	IUMBER: 21032	02160000	2024				TAX	DISTRICT: 0002		
ASSESSED	VALUE:	82 , 750	EXEM	MPTIONS: *	NONE	*	TAXA	BLE VALUE:	82 , 750	
TAXING AU	THORITY	MILL	AGE RATE	EXEMPTIONS	TAXABLE	VALUE	TAXES			
COUNTY	COUNTY GEN	ERAL FUND		8.3144	82	750	0	82 , 750	688.02	
	LEON COUNT	Y HEALTH MSTU		.0000	82	750	0	82 , 750	0.00	
	EMERGENCY	MEDICAL SERVIC	Ξ.	.7500	82	750	0	82 , 750	62.06	
SCHOOL	SCHOOL- LO	CAL REQUIREMEN	Γ	3.1360		750	0	82 , 750	259.50	
	SCHOOL CAP	ITAL OUTLAY		1.5000	82	,750	0	82 , 750	124.13	
	SCHOOL DIS	CRETIONARY		.7480	82	,750	0	82 , 750	61.90	
CSC	CHILDREN'S	SERVICES COUN		.3477	82	,750	0	82 , 750	28.77	
NWFWM	NW FLORIDA	WATER MANAGEM	Γ	.0218	82	750	0	82 , 750	1.80	
EXEMPTION	:NONE									
			14.	81790					1,226.18	
					Header2					
	AUTHORITY		PURPOS	E	RATES/B		AMOUNT			
STORM WAT			STORM W	IATER		ASMT UNI			102.00	
SOLID WAS			WASTE F	EE.	PER	ASMT UNI	ΙT		80.00	
COUNTY FI	RE SERVICE		FIRE SE	RVICE	PER	ASMT UNI	IT		446.00	
								ESSMENTS:		
					COMB	INED TAXE	ES & ASSESSM	ENTS TOTAL:	1,854.18	
PROPERTY:										
ADDR:2901	. ALYSSA POND	CT TAL								
				BACK !	TAXES DUE	ON THIS	ACCOUNT			
APR 1-MAY	7 31		DE	ELINQUENT ON		TAX	X SALE ON			
1,919.8	31		AF	PRIL 1		JUI	NE 1			
HONORABLE	DORIS MALOY				LEON	COUNTY				
REAL ESTA	ATE									
APR 1-MAY	7 31		DE	ELINQUENT ON		TA	X SALE ON			
1,919.8	31		AI	PRIL 1		JUI	NE 1			
	-									=

F1211	22211	202112 011
1,919.81	APRIL	1 JUNE 1
EX-TYPE ESCROW MILLAGE	TAXES LEVIED	REMIT PAYMENT IN U.S. FUNDS TO:
0002		
VALUES AND EXEMPTIONS	TAXES 1,226.18	HONORABLE DORIS MALOY
ASSESSMENT 82,750	STRM WTR 102.00	P.O. Box 1835
TAXABLE 82,750	WASTEFEE 80.00	Tallahassee,FL 32302-1835
	FIRE SER 446.00	
	INT. 3.0 55.63	03 1N 1W
	OTHER 10.00	3 1N 1W IN NW 1/4 OR 894/1562
	TOTAL 1,919.81	
		BACK TAXES DUE ON THIS ACCOUNT
2103202160000	2024	*** PAID *** PAID *** PAID ***
WALLING ERIC B		04/03/25 PERIOD 06
1925 LONGVIEW DR		464-2024-0000103.0030
TALLAHASSEE, FL 3	2303	\$1,919.81 PD

Printed for Lawyers' Title Guaranty Fun	011 5349		is instrument was pre ame_Rufus_O	
	REC 00		ddress P.O. Box	
Macranty Deed	(STATUTORY FORM—SECTION 6	Ad 39.02 F.S.) —	Callahassee,	
This Indenture, Made this MARY MAUDE CAMPBELL, a		April	19 78	3, Between
of the County of FULTON	, State of	GEORGIA		, granter*, and
ELLEN K. ROBERTSON	<u>,</u>			
whose post office address is 592	4 Coral Way, Miam	i		
of the County of DADE	, State of	FLORIDA	33155	, grantee*,
itnesseth. That said grantor, for	-		•	• .
TEN AND NO/100			_ _	Dollars,
and other good and valuable considered acknowledged, has granted, bargained described land, situate, lying and being	and sold to the said grantee	. and granice's new	antee, the receipt when the contract of the co	,,, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
SEE ATTACHED SCH HEREOF.	IEDULE "A" ATTACHE	D HERETO AN	D MADE A PAR	T
SUBJECT to easen any, which are not rein to the year 1977. Corp. APRIATO RA. PREVENUE APRIATO RA. 11076	nents and restrict apposed or extended of extended of extended of extended of extended of the	hereby and	of taxes CLERK OF CIPCUIT COURT OF TAXES OF CIPCUIT COURT	A 22892 RECORDED IN THE PUBLIC RECORDS OF LEOH CO.FLA IN THE GOOK & PACE INC. UB APR 1 4 01 PH 1970
	rrant the title to said land, a 3 "grantee" are used for sing Grantor has hereunto set grant	olar or plural, as co	ontext requires.	
Signed, sealed and delivered in our pre	sence:		de Cary	
ELION - COM	<u> </u>			(Seal)
STATE OF Florida COUNTY OF Lean I HEREBY CERTIFY that on this day bef MARY MAUDE CAMPBELL, a to me known to be the person descr she executed the same. WITNESS my hand and official seal in 1978. My commission expires:	single woman, ibed in and who executed the the County and State last of	ry Public, Stota of Floring	day of Ap	
GWEN MARSHAIL	Bond.	ed by American Fire & (Casualty Co. /	

GWAV MARSHAL

SCHEDULE "A"

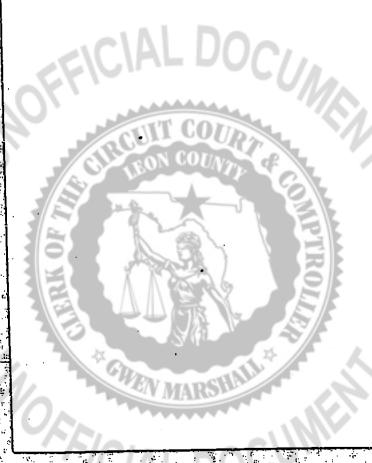
Begin at the Northeast corner of Lot 6, Block "B" of Lake Forest Subdivision, Unit No. 1, a subdivision as per map or plat thereof recorded in Plat Book 4, Page 44, of the Public Records of Leon County, Florida, and run

thence North 22 degrees 25 minutes West 1041.62 feet to the Southerly boundary of Lake Jackson Heights, Unit No. 1, a subdivision as per map or plat thereof, recorded in Plat Book 3, Page 105, of the Public Records of Leon County, Florida thence South 58 degrees 35 minutes West along said southern boundary 897.46 feet, thence South 32 degrees 02 minutes 30 seconds East 259.40 feet, thence South 15 degrees 29 minutes West 159.64 feet, thence South 74 degrees 31 minutes East 60.0 feet to the Northwest corner of Lot 13 of said Lake Forest Subdivision, thence Southeasterly, Northeasterly, and Southeasterly along the Northerly boundary of said Lake Forest Subdivision as follows: Continue South 74 degrees 31 minutes East 260.92 feet, thence North 89 degrees 29 minutes East 530.57 feet, thence South 67 degrees 31 minutes East 250.75 feet to the point of beginning, containing 14.58 acres, more or less.

EXCEPT:

Commence at the Northeast corner of Lot 6, Block "B" of Lake Forest Subdivision, Unit No. 1, a subdivision as per map or plat thereof recorded in Plat Book 4, Page 44, of the Public Records of Leon County, Florida, and run thence North 22 degrees, 25 minutes West 645.48 feet to the Point of Beginning. From said Point of Beginning run

thence North 22 degrees 25 minutes West a distance of 396.14 feet to the Southerly boundary of Lake Jackson Heights, Unit No. 1, a subdivision as per map or plat thereof recorded in Plat Book 3, Page 105, of the Public Records of Leon County, Florida, thence run South 58 degrees 35 minutes West along said southerly boundary 897.46 feet, thence South 32 degrees 02 minutes 30 seconds East 259.40 feet, thence run North 67 degrees 35 minutes East 843.04 feet to the Point of Beginning, containing 6.51 acres, more or less.



. P

DOCUMENTARY TAX PD \$ 0.70 INTANGIBLE TAX PD \$ 0.00

R20030001712

RECORDED IN
PUBLIC RECORDS LEON CHTY FL
BK: R2792 PG: 00768

JAN 07 2003 01:42 PM
BOB INZER, CLERK OF COURTS

WARRANTY DEED

This Indenture, made this day of December, 2002, between Ellen K. Robertson, an unremarried widow, hereinafter called the grantor of The Robertson Limited Partnership, Ellen K. Robertson, General Partner, whose post office address is 700 Grouper Lane, Key Largo, FL 33037, hereinafter called the Grantee.

WITNESSETH: That said grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged has granted, bargained and sold to the grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in LEON County, Florida, to wit:

LEGAL - SEE ATTACHED SCHEDULE A

Parcel Identification Number: 21-03-20-216-000-0

Subject to restrictions, reservation, easements and limitations of record, if any, provided that this shall not served to reimpose same, zoning ordinances, and taxes for the current and subsequent years.

Said grantor does hereby fully warrant the title to said land, and will defend that same against the lawful claims of all persons whomsoever.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor (s) or any members of the household of Grantor (s) reside thereon.

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

Signed, sealed and delivered in our presence:

NOFFIC

Witness

URBAN J.W. PATTERSON

ELLEN K. ROBERTSON

R20030001712 RECORDED IN PUBLIC RECORDS LEON CHTY FL BK: R2792 PG: 00769

JAN 07 2003 01:42 PI
BOB INZER. CLERK OF COURTS

SCHEDULE "A"

Begin at the Northeast corner of Lot 6, Block "B" of Lake Forest Subdivision, Unit No. 1, a subdivision as per map or plat thereof recorded in Plat Book 4, Page 44, of Public Records of Leon County, Florida, and run



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259.40 feet,

thence South 15 degrees 29 minutes West 159.64 feet, thence South 74 degrees 31 minutes East 60.0 feet to the Northwest corner of Lot 13 of said Lake Forest Subdivision,

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EXCEPT:

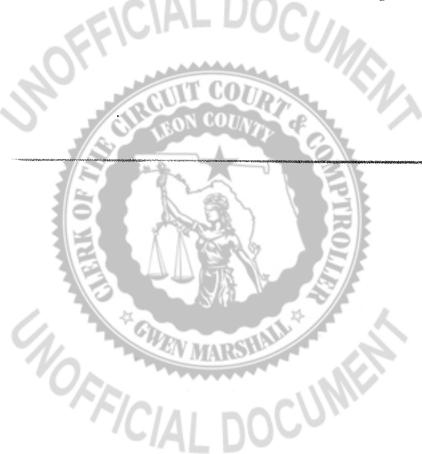
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thence run North 67 degrees 35 minutes East 843.04 feet to the Point of Beginning, containing 6.51 acres, more or less.



R20030001712

RECORDED IN
PUBLIC RECORDS LEON CHTY FL
BK: R2792 PG: 00770

JAN 07 2003 01:42 PM
BOB INZER. CLERK OF COURTS

STATE OF FLORIDA COUNTY OF MONROE

I hereby certify that the foregoing Warranty Deed was acknowledged before me this day of Acknowledged, 2002, by Ellen K. Robertson, General Partner of The Robertson Limited Partnership and Ellen K. Robertson, individually, who is personally known to me and who did take an oath.

MOTARY PUBLIC

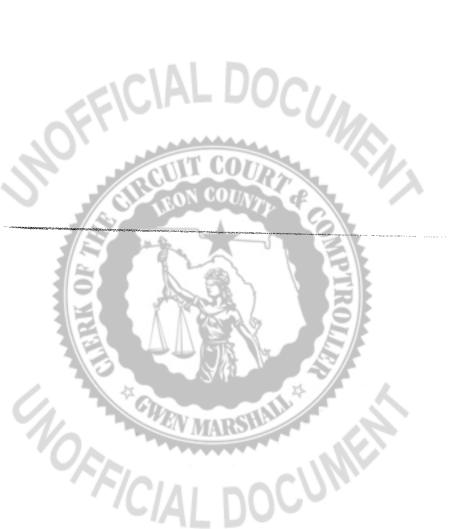
URBAN J.W. PATTERSON STATE OF FLORIDA MY COMMISSION EXPIRES:

SEAL

THIS INSTRUMENT PREPARED BY:

URBAN J.W. PATTERSON, ESQUIRE URBAN J.W. PATTERSON, P.A. 82681 Overseas Highway P.O. Box 783 Islamorada, Florida 33036 Telephone: (305) 664-5065





20030113181 RECORDED IN PUBLIC RECORDS LEON COUNTY FL BK: 2984 PG: 855, 11/05/2003 at 08:05 AM, D DOCUMENTARY TAX PD \$0.70 BOB INZER, CLERK OF COURTS

WARRANTY DEED

This Indenture, made this 2¹⁶ day of October, 2003, between Ellen K. Robertson, General Partner of The Robertson Limited Partnership, hereinafter called the Grantor, to Ellen K. Robertson, individually, whose post office address is 700 Grouper Lane, Key Largo, FL 33037, hereinafter called the Grantee.

WITNESSETH: That said grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged has granted, bargained and sold to the grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in LEON County, Florida, to wit:

LEGAL - SEE ATTACHED SCHEDULE A

Parcel Identification Number: 21-03-20-216-000-0

Subject to restrictions, reservation, easements and limitations of record, if any, provided that this shall not served to reimpose same, zoning ordinances, and taxes for the current and subsequent years.

Said grantor does hereby fully warrant the title to said land, and will defend that same against the lawful claims of all persons whomsoever.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor (s) or any members of the household of Grantor (s) reside thereon.

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

Signed, sealed and delivered in our presence:

MARSHALL TO COMPLETE TO COMPLE

ELLEN K. ROBERTSON, General Partner
The Robertson Limited Partnership

STATE OF FLORIDA COUNTY OF MONROE

I hereby certify that the foregoing Warranty Deed was acknowledged before me this 3rd day of 2003, by Ellen K. Robertson, General Partner of The Robertson Limited Partnership and Ellen

K. Robertson, individually, who is personally known to me and who did take an oath.

ORBAN J.W. PATTERSON STATE OF FLORIDA MY COMMISSION EXPIRES:

[SEAL]

THIS INSTRUMENT PREPARED BY:

URBAN J.W. PATTERSON, ESQUIRE URBAN J.W. PATTERSON, P.A. 82681 Overseas Highway P.O. Box 783 Islamorada, Florida 33036 Telephone: (305) 664-5065





SCHEDULE "A"

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Records of Leon County, Florida
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259.40 feet,

thence South 15 degrees 29 minutes West 159.64 feet, thence South 74 degrees 31 minutes East 60.0 feet to the Northwest corner of Lot 13 of said Lake Forest Subdivision,

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WARRANTY DEED

This Indenture, made this _____ day of October, 2003, between Ellen K. Robertson, individually, hereinafter called the Grantor, to Ellen Kenney Shipley, a married woman, whose address is _____, hereinafter called the Grantee.

WITNESSETH: That said grantor, for and in consideration of the sum of Ten and no/100 (\$10.00) Dollars, and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged has granted, bargained and sold to the grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in LEON County, Florida, to wit:

LEGAL - SEE ATTACHED SCHEDULE A

Parcel Identification Number: 21-03-20-216-000-0

Subject to restrictions, reservation, easements and limitations of record, if any, provided that this shall not served to reimpose same, zoning ordinances, and taxes for the current and subsequent years.

Said grantor does hereby fully warrant the title to said land, and will defend that same against the lawful claims of all persons whomsoever.

Said property is not the homestead of the Grantor(s) under the laws and constitution of the State of Florida in that neither Grantor (s) or any members of the household of Grantor (s) reside thereon.

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

Signed, sealed and delivered in our presence:

Witness: JOANNE B MAC MINN

ELLEN K. ROBERTSON

WINESS URBAN J.W. PATTERSON



STATE OF FLORIDA COUNTY OF MONROE

I hereby certify that the foregoing Warranty Deed was acknowledged before me this 29 day of Morento, 2003, by Ellen K. Robertson who is personally known to me and who did take an oath.

URBAN J.W. PATTERSON

STATE OF FLORIDA MY COMMISSION EXPIRES:

[SEAL]

THIS INSTRUMENT PREPARED BY:

URBAN J.W. PATTERSON, ESQUIRE URBAN J.W. PATTERSON, P.A. 82681 Overseas Highway P.O. Box 783 Islamorada, Florida 33036 Telephone: (305) 664-5065



Urban J.W. Patterson
MY COMMISSION # DD127147 EXPIRES
June 21, 2006
BONDED THRUTROY SAIN INSURANCE, INC



SCHEDULE "A"

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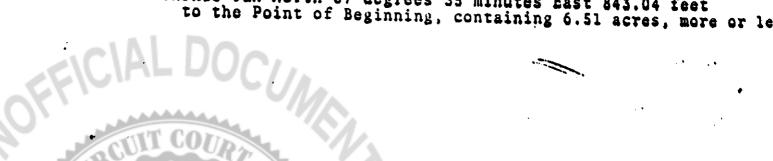
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WARRANTY DEED

This Indenture, Executed this 10th day of April, 2008, by ELLEN KENNEY SHIPLEY, a married woman as joined by her husband RICHARDO E. SHIPLEY, hereinafter called "Grantor", of the County of Leon, State of Florida and ELLEN KENNEY SHIPLEY, Trustee of THE ELLEN KENNEY SHIPLEY REVOCABLE LIVING TRUST UTA dated April 10, 2008, second party, whose postal address is 4146 Riverwood Road, Tallahassee, Florida 32303, hereinafter called the "Grantee", (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).

Witnesseth, That the said Grantor, for and in consideration of the premises and of the sum of \$10.00, TEN AND NO/100 DOLLARS and other good and valuable consideration in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and grant unto the said Grantee, all the right, title, interest claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Leon, State of Florida, to-wit:

SEE ATTACHED EXHIBIT A

Property Appraiser's Parcel Identification Number: 41-03-20-216-000-0

Subject to taxes for the year transferred and subsequent thereto.

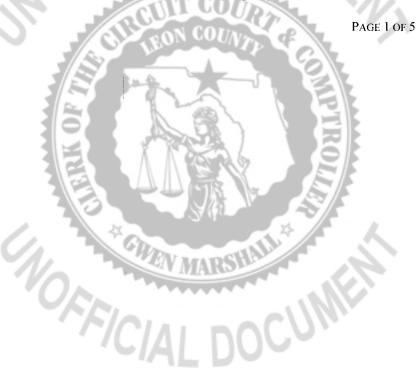
Subject to any restrictions, reservations and easements of record.

This is NOT Homestead property

and said Grantor does hereby fully warrant the title to said real property, and will defend the same against the lawful claims of all persons whomsoever.

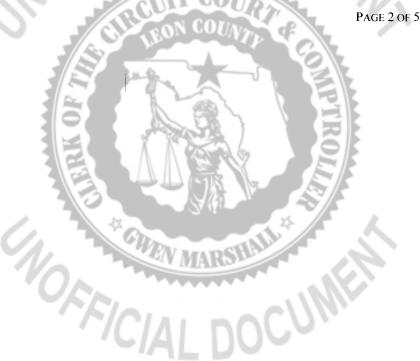
THE TRUSTEE TO HAVE AND TO HOLD the said property in fee simple upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said Trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said property or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase,



to sell on any terms, to convey either with or without consideration, to convey said property or any part thereof to a successor or successors in trust and to grant such successor or successors in trust of all the title, estate, powers and authorities vested in said Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property or any part thereof, from time to time, in possession or reversion, by leases to commence in praesenti or in future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to renew leases and options to purchase the whole or in any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to submit said property to condominium, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter, and with **TOM ROBERTSON** to be the Successor Trustee of the aforesaid **THE ELLEN KENNEY REVOCABLE LIVING TRUST**, upon the death or resignation of **ELLEN KENNEY SHIPLEY**. The written acceptance by **TOM ROBERTSON**, recorded among the public records in the county where the real property described herein is located, together with evidence of **ELLEN KENNEY SHIPLEY's** death, incapacity or resignation, shall be deemed conclusive proof that the successor trustee provisions of the aforesaid THE ELLEN KENNEY REVOCABLE LIVING TRUST have been complied with. Evidence of **ELLEN KENNEY SHIPLEY**'s death shall consist of a certified copy of his death certificate. Evidence of **ELLEN KENNEY SHIPLEY's** resignation shall consist of a resignation, duly executed and acknowledged by him. The Successor Trustee shall have the same powers granted to **ELLEN KENNEY SHIPLEY**, the original Trustee, as set forth herein. Should **TOM ROBERTSON** be unable to serve, then **CHRISTOPHER JOHN SHIPLEY** shall be the Successor Co-Trustees.

Any contract, obligation or indebtedness incurred or entered into by the Trustee in connection with said property shall be as Trustee of an express trust and not individually and the Trustee shall have no obligation whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on part of the Trustee, whole



in form purporting to be the representations, warranties, covenants, undertakings and agreements of said Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, bur are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Trustee individually on account of any instrument executed by or on account of any representation, warranty, covenant, undertaking or agreement of the said Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

In no case shall any party dealing with said Trustee in relation to said property, or to whom said property or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said Trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said property, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said Trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lese or other instrument executed by said Trustee in relation to said property shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of delivery thereof the trust created by this Indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that the Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each beneficiary under the trust agreement hereunder and of all persons claiming under them or any of them shall be only in the possession, earnings, avails and proceeds arising from the sale or other disposition of said property, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable in or to said real estate as such, but only an interest in the possession, earnings, avails and proceeds thereof as aforesaid.



PAGE 3 OF 5

AND the Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said property in fee simple; that the Grantor has good right and lawful authority to sell and convey said property; that the Grantor hereby fully warrants the title to said property and will defend the same against the lawful claims of all persons whomsoever; and that said property is free of all encumbrances; except taxes accruing subsequent to December 31, of the previous year.

In Witness Whereof, The said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:	
Selevela Tru	K Shypley
BELINDA T. FRANCE, Witness	ELLEN KENNEY SHIPLEY
MARTHA H. WOMBLE, Witness	
MARTHA H. WOMBLE, Witness	RICHARDO E. SHIPLEY

State of Florida County of Leon

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 <u>ELLEN KENNEY SHIPLEY and RICHARDO E. SHIPLEY</u>, who each produced and <u>FL DRIVERS LICENSE</u> as identification, who acknowledged before me executing the same and taking an oath.

WITNESS my hand and official seal in the county and State last aforesaid this 10th day of

April, 2008.

NOTARY PUBLIC

 FOR RECORDING ONLY:

 Doc Stamps:
 \$ 0.70

 Recording
 \$ 44.00

 Intangible Tax:
 \$ 44.70

 TOTAL DUE
 \$ 44.70

Prepared by & Return to: Belinda T. France, Esq. 1625 Summit Lake Drive, #240 Tallahassee, FL 32317 NO TITLE WORK HAS BEEN PREPARED WITH THIS DOCUMENT.



PAGE 4 OF 5



$\triangle D$	DV	3850	DC	1297
UK	DV	3030	PG	129/

EXHIBIT A

Begin at the Northeast corner of Lot 6, Block "B" of Lake Forest Subdivision, Unit No. 1, a subdivision as per map or plat thereof recorded in Plat Book 4, Page 44, of the Public Records of Leon County, Florida, and run thence North 22 degrees 25 minutes West 1041.62 feet to the Southerly boundary of Lake Jackson Heights, Unit No. 1, a subdivision as per map or plat thereof, recorded in Plat Book 3, Page 105, of the Public Records of Leon County, Florida thence South 58 degrees 35 minutes West along said southern boundary 897.46 feet, thence south 32 degrees 02 minutes 30 seconds East 259.40 feet, thence South 15 degrees 29 minutes West 159.64 feet, thence South 74 degrees 31 minutes East 60.0 feet to the Northwest corner of Lot 13 of said Lake Forest Subdivision, thence Southeasterly, Northeasterly, and Southeasterly along the Northerly boundary of said Lake Forest Subdivision as follows: Continue South 74 degrees 31 minutes East 260.92 feet, thence north 89 degrees 29 minutes East 530.57 feet, thence South 67 degrees 31 minutes East 250.75 feet to the point of beginning, containing 14.58 acres, more or less

EXCEPT:

Commence at the Northeast corner of Lot 6, Block "B" of Lake Forest Subdivision, Unit No. 1, a subdivision as per map or plat thereof recorded in Plat Book 4, Page 44, of the Public Records of Leon County, Florida, and run thence North 22 degrees, 25 minutes West 645.48 feet to the Point of Beginning. From said Point of Beginning run thence North 22 degrees 25 minutes West a distance of 396.14 feet to the Southerly boundary of Lake Jackson Heights, Unit No. 1, a subdivision as per map or plat thereof recorded in Plat Book 3, Page 105, of the Public Records of Leon County, Florida, thence run South 58 degrees 35 minutes West along said southerly boundary 897.46 feet, thence South 32 degrees 02 minutes 30 seconds East 259.40 feet, thence run North 67 degrees 35 minutes East 843.04 feet to the Point of Beginning, containing 6.51 acres, more or less



20170054903 RECORDED IN PUBLIC RECORDS LEON COUNTY FL BK: 5100 PG: 530, 08/18/2017 at 03:02 PM, D DOCUMENTARY TAX PD \$724.50 GWEN MARSHALL, CLERK OF COURTS

This Instrument Prepared by & return to:

Name:

W. Crit Smith, Esq. Susan S. Thompson, Esq. Frank S. Shaw, III, Esq.

Smith, Thompson & Shaw

Address:

Fourth Floor, 3520 Thomasville Rd.

20172694ANH

Parcel I.D. #: 2103202160000

- SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA -

THIS WARRANTY DEED Made the 17th day of August, A.D. 2017, by ELLEN KENNEY SHIPLEY, TRUSTEE OF THE ELLEN KENNEY SHIPLEY REVOCABLE LIVING TRUST UTA DATED APRIL 10, 2008, with the power and authority either to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the real property described herein pursuant to Florida statute section 689.073(1), hereinafter called the grantor, to ROBERT MEYER and DORIS MEYER, HUSBAND AND WIFE, whose post office address is 2901 ALYSSA POND COURT, TALLAHASSEE, FL 32303, hereinafter called the grantees:

(Wherever used herein the terms "grantor" and "grantees" include all the parties to this instrument, singular and plural, and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

Witnesseth: That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the grantees all that certain land situate in Leon County, State of Florida, viz:

SEE EXHIBIT "A" ATTACHED HERETO AND BY REFERENCE MADE A PART HEREOF.

Subject to taxes for the year 2017 and subsequent years, restrictions, reservations, covenants and easements of record, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. **To Have and to Hold** the same in fee simple forever.

And the grantor hereby covenants with said grantees that she is lawfully seized of said land in fee simple; that she has good right and lawful authority to sell and convey said land, and hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever, and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2016.

In Witness Whereof, the said grantor has signed and sealed these presents, the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signotare

Franks

- X VOV

AMY NORMAN HORNE

Printed Name

State of Florida County of Leon ELLEN KENNEY SHIPLEY, TRUSTEE OF THE
ELLEN KENNEY SHIPLEY REVOCABLE LIVING
TRUST UTA DATED APRIL 10, 2008

Address:

3673 FLAT ROAD, TALLAHASSEE, FL 32303

I hereby Certify that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared ELLEN KENNEY SHIPLEY, TRUSTEE OF THE ELLEN KENNEY SHIPLEY REVOCABLE LIVING TRUST UTA DATED APRIL 10, 2008, known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he/she executed the same, and that I relied upon the following form of identification of the above-named person:

and that an oath was not taken.

Fla

012

Witness my hand and official seal in the County and State last aforesaid this 17th

Notary Public Rubber Stamp Seal

Notany Signature

Printed Notary Signature



EXHIBIT "A"

BEGIN AT THE NORTHEAST CORNER OF LOT 6, BLOCK "B" OF LAKE FOREST SUBDIVISION, UNIT NO. 1, A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 44, OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, AND RUN THENCE NORTH 22 DEGREES 25 MINUTES WEST 1041.62 FEET TO THE SOUTHERLY BOUNDARY OF LAKE JACKSON HEIGHTS, UNIT NO. 1, A SUBDIVISION AS PER MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 105, OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, THENCE SOUTH 58 DEGREES 35 MINUTES WEST ALONG SAID SOUTHERN BOUNDARY 897.46 FEET, THENCE SOUTH 32 DEGREES 02 MINUTES 30 SECONDS EAST 259.40 FEET, THENCE SOUTH 15 DEGREES 29 MINUTES WEST 159.64 FEET, THENCE SOUTH 74 DEGREES 31 MINUTES EAST 60.0 FEET TO THE NORTHWEST CORNER OF LOT 13 OF SAID LAKE FOREST SUBDIVISION, THENCE SOUTHEASTERLY, NORTHEASTERLY, SOUTHEASTERLY ALONG THE NORTHERLY BOUNDARY OF SAID LAKE FOREST SUBDIVISION AS FOLLOWS: CONTINUE SOUTH 74 DEGREES 31 MINUTES EAST 260.92 FEET, THENCE NORTH 89 DEGREES 29 MINUTES EAST 530.57 FEET, THENCE SOUTH 67 DEGREES 31 MINUTES EAST 250.75 FEET TO THE POINT OF BEGINNING.

EXCEPT:

COMMENCE AT THE NORTHEAST CORNER OF LOT 6, BLOCK "B" OF LAKE FOREST SUBDIVISION, UNIT NO. 1, A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 44, OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, AND RUN THENCE NORTH 22 DEGREES 25 MINUTES WEST 645.48 FEET TO THE **POINT OF BEGINNING**. FROM SAID POINT OF BEGINNING RUN THENCE NORTH 22 DEGREES 25 MINUTES WEST A DISTANCE OF 396.14 FEET TO THE SOUTHERLY BOUNDARY OF LAKE JACKSON HEIGHTS, UNIT NO. 1, A SUBDIVISION AS PER MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 105, OF THE PUBLIC RECORDS OF LEON COUNTY, FLORIDA, THENCE RUN SOUTH 58 DEGREES 35 MINUTES WEST ALONG SAID SOUTHERLY BOUNDARY 897.46 FEET, THENCE SOUTH 32 DEGREES 02 MINUTES 30 SECONDS EAST 259.40 FEET, THENCE RUN NORTH 67 DEGREES 35 MINUTES EAST 843.04 FEET TO THE **POINT OF BEGINNING**.



STATE OF FLORIDA

THIS DOCUMENT HAS A LIGHT BACKGROUND ON TRUE WATERMARKED PAPER. HOLD TO LIGHT TO VERIFY FLORIDA WATERMARK. BUREAU, of VITAL, STATISTICS

ERTIFICATION OF DEATH

STATE FILE NUMBER: 2019204891

DATE ISSUED: JANUARY 2, 2020

DECEDENT INFORMATION

DATE FILED: **DECEMBER 31, 2019**

NAME: ROBERT BERNARD MEYER

DATE OF DEATH: DECEMBER 24, 2019

SEX: MALE AGE: 091 YEARS

DATE OF BIRTH: FEBRUARY 22, 1928

BIRTHPLACE: BARTELSO, ILLINOIS, UNITED STATES PLACE WHERE DEATH OCCURRED: HOSPICE

FACILITY NAME OR STREET ADDRESS: MARGARET Z. DOZIER HOSPICE HOUSE

LOCATION OF DEATH: TALLAHASSEE, LEON COUNTY, 32308

RESIDENCE: 2901 ALYSSA POND COURT, TALLAHASSEE, FLORIDA 32303, UNITED STATES

COUNTY: LEON

OCCUPATION, INDUSTRY: FLIGHT ENGINEER AND COPILOT, AVIATION

EDUCATION: ASSOCIATE DEGREE EVER IN U.S. ARMED FORCES?YES

HISPANIC OR HAITIAN ORIGIN? NO, NOT OF HISPANIC/HAITIAN ORIGIN

RACE: WHITE

SURVIVING SPOUSE / PARENT NAME INFORMATION

(NAME PRIOR TO FIRST MARRIAGE, IF APPLICABLE)

MARITAL STATUS: MARRIED

SURVIVING SPOUSE NAME: DORIS REINHARDT FATHER'S/PARENT'S NAME: JOSEPH MEYER MOTHER'S/PARENT'S NAME: MARY WESSEL

INFORMANT, FUNERAL FACILITY AND PLACE OF DISPOSITION INFORMATION

INFORMANT'S NAME: DORIS M MEYER RELATIONSHIP TO DECEDENT: WIFE

INFORMANT'S ADDRESS: 2901 ALYSSA POND COURT, TALLAHASSEE, FLORIDA 32303, UNITED STATES

FUNERAL DIRECTOR/LICENSE NUMBER: BREANNA M. GREEN, F234500 FUNERAL FACILITY: BEVIS COLONIAL FUNERAL HOME INC F041282

200 JOHN KNOX ROAD, TALLAHASSEE, FLORIDA 32303

METHOD OF DISPOSITION: CREMATION

PLACE OF DISPOSITION: NORTH FLORIDA CREMATORY

QUINCY, FLORIDA

CERTIFIER INFORMATION

TYPE OF CERTIFIER: CERTIFYING PHYSICIAN

TIME OF DEATH (24 HOUR): 1931

MEDICAL EXAMINER CASE NUMBER: NOT APPLICABLE

DATE CERTIFIED: DECEMBER 31, 2019

CERTIFIER'S NAME: NANCY VICTORIA CHORBA

CERTIFIER'S LICENSE NUMBER: ME60787

NAME OF ATTENDING PHYSICIAN (IF OTHER THAN CERTIFIER): NOT ENTERED

The first five digits of the decedent's Social Security Number has been redacted pursuant to §118.071(5), Fforida Statutes

, STATE REGISTRAR

THE ABOVE SIGNATURE CERTIFIES THAT THIS IS A TRUE AND CORRECT COPY OF THE OFFICIAL RECORD OR FILE IN THIS OFFICE.

WARNING:

SEAL OF THE STATE OF FLORIDA DO NOT ACCEPT WITHOUT VERIFYING THE PRESENCE OF THE WATER-MARKS. THE DOCUMENT FACE CONTAINS A MULTICOLORED BACKSTROUND, GOLD EMBOSSED SEAL, AND THERMOCHROMIC FL. THE BACK CONTAINS SPECIAL LINES WITH TEXT, THE DOCUMENT WILL ROT PRODUCE A COLOR COPY.

CERTIFICATION OF VITAL RECORD

DH FORM 1946 (63-13)

REQ: 2021164850