FORM 513 (r.12/00)

# TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Aug 19, 2013 / 130675

This is to certify that the holder listed below of Tax Sale Certificate Number 2010 / 7218 , issued the 1st day of June, 2010, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: Parcel ID Number: 10-1374-537

Certificate Holder:
US BANK, AS C/F FL DUNDEE LIEN
LOCKBOX # 005191
PO BOX 645191
CINCINNATI, OHIO 45264

Property Owner:
EQUITABLE INTEREST & INVESTMENT CORP
117 BEVERLY PKWY
PENSACOLA, FLORIDA 32505

Legal Description: 37-2S3-112

LT 17 HIDDEN SPRINGS PB 13 P 91 OR 5690 P 1393

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid:

CERTIFICATES OWNED BY APPLICANT AND FILED IN CONNECTION WITH THIS TAX DEED APPLICATION:

Cert. Tear	Certificate Number	Date of Sale	race Amt	I/C Fee	Interest	Total	
2010	7218	06/01/10	\$232.78	\$0.00	\$126.72	\$359.50	
CERTIFICATES REDEEMED BY APPLICANT OR INCLUDED (COUNTY) IN CONNECTION WITH THIS APPLICATION:							

Cert. Year | Certificate Number Date of Sale Face Amt T/C Fee Interest Total 2013 6011.0000 06/01/13 \$234.55 \$6.25 \$11.73 \$252.53 2012 6653.0000 06/01/12 \$252.24 \$6.25 \$49.19 \$307.68 2011 7033.0000 06/01/11 \$247.60 l \$6.25 \$100.28 \$354 13

	1	00/01/11	Ψ2-77.00	Ψ0.20	\$100.20	φ334.13
1 Total	of all Cartificates in Applie	antia Dassassian an				
	of all Certificates in Applic	ant's Possession ar	ia Cost of the Cen	lificates Rede	emed by	
	cant or Included (County)					\$1,273.84
	of Delinquent Taxes Paid					\$0.00
	of Current Taxes Paid by					,
4. Owne	ership and Encumbrance F	Report Fee				\$150.00
5. Tax D	eed Application Fee					\$75.00
6. Total	Certified by Tax Collector	to Clerk of Court				\$1,498.84
	of Court Statutory Fee					V 1, 100.01
	of Court Certified Mail Ch	arge			<b>—</b>	
	of Court Advertising Char			•	<del></del>	
10. Sherif		go			<b></b>	
11.	13100					
-	of Lines 6 thru 11					
						\$1,498.84
	st Computed by Clerk of (					
	Half of the assessed value 02, F.S.	of homestead prope	erty. If applicable <sub>l</sub>	pursuant to se	ction	
15. Statut	ory (Opening) Bid; Total o	of Lines 12 thru 14				
	mption Fee					\$6.25
	Amount to Redeem				<b>—</b>	<b>\$0.20</b>

\*Done this 19th day of August, 2013

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

2014

\* This certification must be surrendered to the Clerk of the Circuit Court no later than ten days after this date.

DR-512 R.05/88

**Application Number: 130675** 

# Notice to Tax Collector of Application for Tax Deed

**TO: Tax Collector of Escambia County** 

In accordance with Florida Statutes, I,

US BANK, AS C/F FL DUNDEE LIEN

LOCKBOX # 005191 PO BOX 645191

CINCINNATI, Ohio, 45264

holder of the following tax sale certificate hereby surrender same to the Tax Collector and make tax deed application thereon:

Certificate No.

**Parcel ID Number** 

Date

**Legal Description** 

7218

10-1374-537

06/01/2010

37-2S3-112 LT 17 HIDDEN SPRINGS PB 13 P 91 OR 5690 P

1393

2012 TAX ROLL

EQUITABLE INTEREST & INVESTMENT CORP 117 BEVERLY PKWY PENSACOLA , Florida 32505

I agree to pay all delinquent taxes, redeem all outstanding certificates not in my possession, pay any omitted taxes, and pay current taxes, if due, covering the land, and pay any interest earned (a) on tax certificates not in my possession, (b) on omitted taxes or (c) on delinquent taxes. I also agree to pay all Tax Collector's fees, ownership and encumbrance reports costs, Clerk of the Court costs, charges and fees and Sheriff's costs, if applicable. Attached is the above-mentioned tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

glfunl (Jacob Prince)

08/19/2013

# **Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503 Telephone: 850-478-8121 Facsimile: 850-476-1437

# OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 10897 September 30, 2013

Escambia County Tax Collector P.O. Box 1312 Pensacola, Florida 32569

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 09-30-1993, through 09-30-2013, and said search reveals the following:

1. THE GRANTEE(S) OF THE LAST DEED(S) OF RECORD IS:

Equitable Interest and Investment Corp.

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

3. The following unsatisfied mortgages, liens and judgments affecting the land covered by this Report appear of record:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

The foregoing report is prepared and furnished for information only, is not intended to constitute or imply any opinion, warranty, guaranty, insurance, or similar assurance as to the status of title, and no determination has been made of the authenticity of any instrument described or referred to herein. The name search for the purposes of determining applicable judgments and liens is limited to the apparent record owner(s) shown herein, No attempt has been made to determine whether the land is subject to liens or assessments which are not shown as existing liens by the public records. The Company's liability hereunder shall not exceed the cost of this Report, or \$1,000.00 whichever is less.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

September 30, 2013

# OWNERSHIP AND ENCUMBRANCE REPORT LEGAL DESCRIPTION

File No.: 10897

September 30, 2013

Lot 17, Hidden Springs, as per plat thereof, recorded in Plat Book 13, Page 91, of the Public Records of Escambia County, Florida

# OWNERSHIP AND ENCUMBRANCE REPORT CONTINUATION PAGE

File No.: 10897 September 30, 2013

UNSATISFIED MORTGAGES, LIENS AND JUDGMENTS AFFECTING THE LAND COVERED BY THIS REPORT THAT APPEAR OF RECORD:

- 1. That certain mortgage executed by Equitable Interest and Investment Corp. in favor of Irene Trotter dated 07/01/2005 and recorded 07/28/2005 in Official Records Book 5690, page 1396 of the public records of Escambia County, Florida, in the original amount of \$350,000.00.
- 2. Taxes for the year 2009-2012 delinquent. The assessed value is \$12,350.00. Tax ID 10-1374-537.

# PLEASE NOTE THE FOLLOWING:

- A. Subject to current year taxes.
- B. Taxes and assessments due now or in subsequent years.
- C. Subject to Easements, Restrictions and Covenants of record.
- D. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- E. Oil, gas and mineral or any other subsurface rights of any kind or nature.

# SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE PENSACOLA, FLORIDA 32503

TEL. (850) 478-8121 FAX (850) 476-1437

Email: rcsgt@aol.com

Janet Holley Escambia County Tax Collector

P.O. Box 1312
Pensacola, FL 32596
CERTIFICATION: TITLE SEARCH FOR TDA
TAX DEED SALE DATE: 05-05-2014
TAX ACCOUNT NO.: 10-1374-537
CERTIFICATE NO.: 2010-7218 DAL
In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.
YES NO
X Notify City of Pensacola, P.O. Box 12910, 32521
X Notify Escambia County, 190 Governmental Center, 32502
X Homestead for tax year.
Equitable Interest and Investment Corp. 117 Beverly Pkwy. Pensacoal, FL 32505
Irene Trotter 6243 Pine Grove Dr. Point Clear, AL 36564
Certified and delivered to Escambia County Tax Collector, this 30th day of September , 2013 .
SOUTHERN GUARANTY TITLE COMPANY
and Olm
by: Richard S. Combs, President
lighod addresses are based upon cullent informati

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

Prepared by and return to: WILLIAM E. FARRINGTON, II Wilson, Harrell, Farrington & Ford, P.A. 307 South Palafox Street Pensacola, Florida 32502 WHSB&F# 1-40054

Parcel I.D. Number:

# WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, That Martin Brothers LLC, a Florida Limited Liability Company, Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do/does hereby grant, bargain, sell, convey and warrant unto Equitable Interest and Investment Corporation, a Florida Corporation, whose address is 672 Brent Lane, Pensacola, FL 32503; Grantees, Grantee's heirs, executors, administrators and assigns, forever, the following described property, situated in the County of Escambia, State of Florida, to-wit:

#### See Attached Exhibit "A"

and the Grantor does hereby fully warrant the title to said land and will defend the same against lawful claims of all persons whomsoever. Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to oil, gas and mineral reservations of record.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 1st Day of July, 2005.

Signed, Sealed and Delivered in the presence of: Martin Brothers, LLC, a Florida Limited Liability Sign: Liability Company Print: Sign: laging Member Print: T. Martin, Managing Member Jeffin STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st Day of July, 2005, by Albert J. Martin, Managing Member and Jeffrey T. Martin, Managing Member of Martin Brothers LLC, a Florida Limited Liability Company, who is/are personally known to me or who produced Drhicenses as identification and did not take an oath.

WILLIAM E. FARRINGTON, 11 Notary Public - State of FL Comm. Exp. 11/01/06 Comm. No. DD 140973

Sign: Print: **NOTARY PUBLIC** My Commission Expires: My Commission Number:

#### **EXHIBIT "A"**

#### PARCEL A:

LOTS 5, 14, 15,16, 17, 18, 19, 20 AND 22, HIDDEN SPRINGS, A PLANNED UNIT DEVELOPMENT SUBDIVISION OF A PORTION OF THE JOSEPH POL GRANT, IN SECTION 37, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 13, PAGE 91, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY.

#### PARCEL B:

LOT 1, HIDDEN SPRINGS, A PLANNED UNIT DEVELOPMENT SUBDIVISION OF A PORTION OF THE JOSEPH POL GRANT, IN SECTION 37, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 13, PAGE 91, OF THE PUBLIC RECORDS OF SAID COUNTY.

### PARCEL C:

LOT 4, HIDDEN SPRINGS, A PLANNED UNIT DEVELOPMENT SUBDIVISION OF A PORTION OF THE JOSEPH POL GRANT, IN SECTION 37, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 13, PAGE 91, OF THE PUBLIC RECORDS OF SAID COUNTY.

# RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

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

NAME OF ROADWAY: HIDDEN SPRINGS DRIVE

**LEGAL ADDRESS OF:** Hidden Springs Dr. Lots 5, 14, 15, 16, 17, 18, 19, 20, 22 in addition to 2853 and 2859 Hidden Springs Drive,
Pensacola, FL 32506

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

This form completed by:

WILSON, HARRELL, SMITH, BOLES &

WITNESSES TO SELLER(S):

Printed Name: 10 1859

FARRINGTON, P.A. 307 South Palafox Street Pensacola, Florida 32501

Jeffrey T. Martin, Managing Member  Albert J. Martin, Managing Member	Printed Name: WENDY WHITE
AS TO BUYER(S):	WITNESSES TO BUYER(S):
Equitable Interest and Investment Corporation Thorida Corporation	Printed Name: Amarota N. Sorrells

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

AS TO SELLER(S):

Recorded in Public Records 07/28/2005 at 10:25 AM OR Book 5690 Page 1396, Instrument #2005399930, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$78.00 MTG Stamps \$1225.00 Int. Tax \$700.00

This instrument was prepared by:
William E. Farrington, II
After recording return to:
Wilson, Harrell, Smith, Farrington & Ford P.A.
307 South Palafox Street
Pensacola, Florida 32502
WHSFF# 1-40054

100°0°

#### **MORTGAGE**

See Attached Exhibit "A"

which has the address of: Hidden Springs Drive, Pensacola, FL 32506 ("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 COVENANTS that Borrower is lawfully seized 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.

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

- Payment of Principal and Interest; Prepayment and Late Charges: Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may,

at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may 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 such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may 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. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may 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, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any, Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

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 acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. 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, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. 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 any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the property as Borrower's principal residence within sixty 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. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. 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.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, or condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payments, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrowing requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance of a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate

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mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

- 9. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner offers to take an award or 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 proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortization of the sum secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or 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 Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of preclude the exercise of any right or remedy.
- 12. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who cosigns this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower'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 may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Loan Charges. If the loan secured by this Security Instrument 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 of the Note.

- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. 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. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

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 delivered or mailed 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.

- 18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Agreement; or (b) 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; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the 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 paragraph
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may 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 in accordance with paragraph 14 above and applicable law. The notice will state the name and the address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do,

anything affecting the Property that is in violation of any Environmental Law. 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.

Borrower shall promptly give Lender written notice of 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. If Borrower learns or is notified by any governmental or regulatory authority, that any removal or any remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

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

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

- 21. 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 paragraph 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 the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.
- 23. Attorneys' Fees. As used in this Security Instrument and the Note, "attorneys' fees" shall include any attorneys' fees awarded by an appellate court.
- 24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

  [Check applicable box(es)]

Adjustable Rate Rider	Condominium Rider	1-4 Family Rents Rider
Graduated Payment Rider	Planned Unit Development Rider	_Biweekly Payment Rider
Balloon Rider	Rate Improvement Rider	_Second Home Rider
V.A. Rider	_Other(s) [specify]	

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

sign: Amanda Maralla. Print:	By: Robert W. Kimball Its: President	_(Seal)
Sign: WENDY WATE		_(Seal)
		(Seal)

### STATE OF FLORIDA COUNTY OF ESCAMBIA

The foregoing was acknowledged before me on this the 1st day of July, 2005, by Robert W. Kimball, President of Equitable Interest and Investment Corporation who affirmed that he/she provided the above President of Equitable Interest and investment Corporation who arithmed that the same is true and correct to the best of his/her knowledge and belief and who is necessarily known to me or who produced as identification and who personally known to me or who produced did take an oath.



Print: NOTARY PUBLIC - STATE OF FLORIDA

1

My Commission Expires:

My Commission Number:

#### **EXHIBIT "A"**

### PARCEL A:

LOTS 5, 14, 15,16, 17, 18, 19, 20 AND 22, HIDDEN SPRINGS, A PLANNED UNIT DEVELOPMENT SUBDIVISION OF A PORTION OF THE JOSEPH POL GRANT, IN SECTION 37, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 13, PAGE 91, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY.

# PARCEL B:

LOT 1, HIDDEN SPRINGS, A PLANNED UNIT DEVELOPMENT SUBDIVISION OF A PORTION OF THE JOSEPH POL GRANT, IN SECTION 37, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 13, PAGE 91, OF THE PUBLIC RECORDS OF SAID COUNTY.

#### PARCEL C:

LOT 4, HIDDEN SPRINGS, A PLANNED UNIT DEVELOPMENT SUBDIVISION OF A PORTION OF THE JOSEPH POL GRANT, IN SECTION 37, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 13, PAGE 91, OF THE PUBLIC RECORDS OF SAID COUNTY.

# PROMISSORY NOTE

THIS IS A BALLOON MORTGAGE AND THE FINAL PAYMENT OF THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$350,000.00 TOGETHER WITH ANY AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

\$350,000.00

July 1, 2005

FOR VALUE RECEIVED, the undersigned, promises to pay to IRENE TROTTER in the manner hereinafter specified, the principal sum of THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00) with interest from date at the rate of TWELVE PERCENT (12.00%), per annum on the balance remaining unpaid. The said payments shall be payable in lawful money of the United States of America at 6243 Pine Grove Drive, Point Clear, Alabama 36564, or at such place as may hereafter be designated by written notice from the holder to the maker hereof, on the date and in the manner following:

Interest only payments in the amount of \$3,500.00 shall be made each month beginning on August 1, 2005 for 2 months. A Balloon payment of the principal amount of \$350,000.00 shall be due and payable October 1, 2005.

This note is not assumable without prior written consent of the Note Holder. If any payment is not paid within ten (10) days of that date it is due there shall be added to said payment a late charge of five percent (5.0%) of said payment amount.

If default be made in the payment of any of the principal sums or interest mentioned herein or in said mortgage, or in the performance of any of the agreements contained herein or in said mortgage, then the entire principal sum and accrued interest in any shall at the option of the holder hereof become at once due and collectible without notice, time being of the essence, and said principal sum and accrued interest shall both bear interest from such time until paid at the maximum rate the State of Florida allows. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Each person liable hereon whether maker or endorser, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if, after maturity of this note or default hereunder, or under said mortgage, counsel shall be employed to collect this note or to protect the security of said mortgage.

Whenever used herein, the terms "holder", "maker" and "payee" shall be construed in the singular or plural as the context may require or admit.

MAKER'S ADDRESS:	
	Equitable Interest and Investment
	Corporation
	(SEAL)
	By: ROBERT KIMBALL
	ITS: PRESIDENT
	(SEAL)

# STATE OF FLORIDA COUNTY OF ESCAMBIA

# CERTIFICATE OF NOTICE OF MAILING NOTICE OF APPLICATION FOR TAX DEED

# **CERTIFICATE # 07218 of 2010**

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on April 3, 2014, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

EQUITABLE INTEREST & INVESTMENT CORP	IRENE TROTTER
117 BEVERLY PKWY	6243 PINE GROVE DR
PENSACOLA, FL 32505	POINT CLEAR AL 36564

WITNESS my official seal this 3rd day of April 2014.



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON May 5, 2014, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

# NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That US BANK AS C/F FL DUNDEE LIEN holder of Tax Certificate No. 07218, issued the 1st day of June, A.D., 2010 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

LT 17 HIDDEN SPRINGS PB 13 P 91 OR 5690 P 1393

**SECTION 37, TOWNSHIP 2 S, RANGE 31 W** 

TAX ACCOUNT NUMBER 101374537 (14-392)

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

# **EQUITABLE INTEREST & INVESTMENT CORP**

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the first Monday in the month of May, which is the 5th day of May 2014.

Dated this 3rd day of April 2014.

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

COMPTO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

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**Post Property:** 

2827 HIDDEN SPRINGS DR 32526

COUNT

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

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**Personal Services:** 

**EQUITABLE INTEREST & INVESTMENT CORP** 

117 BEVERLY PKWY PENSACOLA, FL 32505

COMPTROLE

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

# ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

# NON-ENFORCEABLE RETURN OF SERVICE

**Document Number: ECSO14CIV015007NON** 

Agency Number: 14-006557

14-392

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT # 07218 2010

Attorney/Agent:
PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff:

RE EQUITABLE INTEREST AND INVESTMENT CORP

**Defendant:** 

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 4/3/2014 at 9:47 AM and served same at 8:00 AM on 4/4/2014 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY, the within named, to wit: , .

POSTED TO PROPERTY PER CLERK'S OFFICE INSTRUCTIONS.

DAVID MORGAN, SHERIFF ESCAMBIA COUNTY, FLORIDA

٠.

Service Fee:

Receipt No:

\$40.00 BILL

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#### **Post Property:**

2827 HIDDEN SPRINGS DR 32526



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

# ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

# NON-ENFORCEABLE RETURN OF SERVICE 14

**Document Number: ECSO14CIV014999NON** 

Agency Number: 14-006544

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT #07218 2010

Attorney/Agent: PAM CHILDERS CLERK OF COURT TAX DEED

Plaintiff:

RE: EQUITABLE INTEREST & INVESTMENT CORP

**Defendant:** 

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Non-Executed

Received this Writ on 4/3/2014 at 9:46 AM and after a diligent search in ESCAMBIA COUNTY, FLORIDA for EQUITABLE INTEREST & INVESTMENT CORP, Writ was returned to court UNEXECUTED on 4/11/2014 for the following reason:

GIVEN ADDRESS IS VACANT.

DAVID MORGAN, SHERIFF ESCAMBIA COUNTY, FLORIDA

640.00

Service Fee: Receipt No: \$40.00 BILL

Printed By: JLBRYANT

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**Personal Services:** 

**EQUITABLE INTEREST & INVESTMENT CORP** 

117 BEVERLY PKWY PENSACOLA, FL 32505

COMPTRO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

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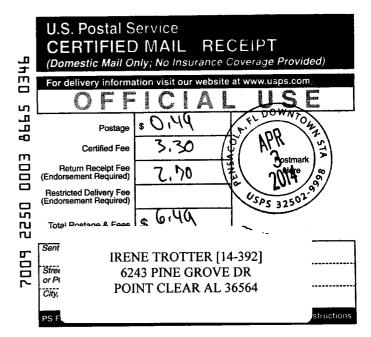
Eury

**PAM CHILDERS** 

CLERK OF THE CIRCUIT COURT

ESCAMBIA COUNTY, FLORIDA





10 7218

SENDER: COMPLETE THIS SECTION	IMPLETE THIS SECTION ON DELIVERY
<ul> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> <li>Article Addressed to:</li> <li>EQUITABLE INTEREST &amp; INVESTMENT CORP [14-392]         <ul> <li>117 BEVERLY PKWY</li> <li>PENSACOLA, FL 32505</li> </ul> </li> </ul>	A. Signature  X. C. Agent  Addressee  B. Received by (Printed Name)  C. Date of Delivery  D. Is delivery address different from item V:  If YES, enter delivery address below:  No  3. Service Type  C. Content of Delivery  No
[ LNONCOLL, 120-11	☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ C.O.D.
	4. Restricted Delivery? (Extra Fee) ☐ Yes
2. Article Number 7009 225 (Transfer from service label)	0 0003 8665 0339
PS Form 3811, February 2004 Domestic Re	turn Receipt 102500

SENDER: COMPLETE THIS SECTION			COMPLETE THIS SECTION ON DELIVERY			
<ul> <li>Complete items 1, 2, and 3. Also ditem 4 if Restricted Delivery is des</li> <li>Print your name and address on the so that we can return the card to the solution.</li> </ul>	ired. he reverse		B. Received by (Printed Name) C	☐ Agent ☐ Addressee . Date of Delivery		
Attach this card to the back of the or on the front if space permits.						
Article Addressed to:			D. Is delivery address different from Item 1	☐ No		
IRENE TROTTER [14- 6243 PINE GROVE E POINT CLEAR AL 36	)R		A Service Type Certified Mail	t for Merchandise		
			4. Restricted Deliver (Extra Fee)	☐ Yes		
Article Number     (Transfer from service label)	7009	2250	) 0003 ALLS 0346			
PS Form 3811, February 2004	Domest	tic Retu	rn Beceipt	102595-02-M-1540		