FORM 513 (r.12/00)

### TAX COLLECTOR'S CERTIFICATION

Application Date / Number Jul 28, 2013 / 130532

Total

This is to certify that the holder listed below of Tax Sale Certificate Number **2010 / 7367**, 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:** 10-2043-365

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

Property Owner: SKITT DARREN G 4312 WHITELEAF CT PENSACOLA, FLORIDA 32504

T/C Fee

Interest

Legal Description: 19-3S3-142

Cert. Year Certificate Number

LT 115 BLK F LEEWARD S/D PHASE 2A & 2B PB 18 P 27/27A OR 5874 P 1891

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:

Date of Sale

2010	7367	06/01/10	\$427.48	\$0.00	\$213.21	\$640.69
CERTIFICA	TES REDEEMED BY APPLIC	ANT OR INCLUDED	(COUNTY) IN CONNECT	TION WITH T	HIS APPLICATION:	
Cert. Yea	r Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total

Face Amt

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2013	6124.0000	06/01/13	\$323.17	\$6.25	\$16.16	\$345.58
2009	6962	06/01/09	\$661.09	\$6.25	\$307.41	\$974.75
2008	5554	05/30/08	\$1,092.09	\$6.25	\$884.60	\$1,982.94

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by	
Applicant or Included (County)	\$3,943.96
2. Total of Delinquent Taxes Paid by Tax Deed Application	\$0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	
Ownership and Encumbrance Report Fee	\$150.00
5. Tax Deed Application Fee	\$75.00
6. Total Certified by Tax Collector to Clerk of Court	\$4,168.96
7. Clerk of Court Statutory Fee	
8. Clerk of Court Certified Mail Charge	
9. Clerk of Court Advertising Charge	
10. Sheriff's Fee	
11	
12. Total of Lines 6 thru 11	\$4,168.96
13. Interest Computed by Clerk of Court Per Florida Statutes( %)	
14. One-Half of the assessed value of homestead property. If applicable pursuant to section	
197.502, F.S.	
15. Statutory (Opening) Bid; Total of Lines 12 thru 14	
16. Redemption Fee	\$6.25

\*Done this 28th day of July, 2013

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

Date of Sale: 4/7/14

17. Total Amount to Redeem

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

**Application Number: 130532** 

## 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.** 7367

**Parcel ID Number** 

10-2043-365

**Date** 06/01/2010

**Legal Description** 

19-3S3-142

LT 115 BLK F LEEWARD S/D PHASE 2A & 2B PB 18 P 27/27A OR 5874 P 1891

**2012 TAX ROLL** 

SKITT DARREN G 4312 WHITELEAF CT PENSACOLA , Florida 32504

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)

07/28/2013

Applicant's Signature

# 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.: 10757 September 17, 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 09-17-1993, through 09-17-2013, and said search reveals the following:

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

Darren G. Skitt

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 17, 2013

# OWNERSHIP AND ENCUMBRANCE REPORT LEGAL DESCRIPTION

File No.: 10757 September 17, 2013

Lot 115, Block F, Leeward Subdivision Phasse 2A & 2B, as per plat thereof, recorded in Plat Book 18, Page 27 & 27A, of the Public Records of Escambia County, Florida

# OWNERSHIP AND ENCUMBRANCE REPORT CONTINUATION PAGE

File No.: 10757 September 17, 2013

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

- 1. That certain mortgage executed by Darren G. Skitt in favor of Whitney National Bank dated 03/24/2006 and recorded in Official Records Book 5881, page 772, and also in Official Records Book 5874, page 1893, of the public records of Escambia County, Florida, in the original amount of \$48,000.00. (Note mortgage was recorded twice)
- 2. Homeowners Association Lien filed by Leeward Subdivision Homeowners Association, Inc. recorded in O.R. Book 6121, page 1567, and O.R. Book 6776, page 656.
- 3. Taxes for the year 2007-2012 delinquent. The assessed value is \$17,575.00. Tax ID 10-2043-365.

#### 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: 04-07-2014 TAX ACCOUNT NO.: 10-2043-365 CERTIFICATE NO.: 2010-7367 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. NO YES X Notify City of Pensacola, P.O. Box 12910, 32521 X Notify Escambia County, 190 Governmental Center, 32502 X Homestead for \_\_\_\_\_ tax year. Darren G. Skitt 4312 Whiteleaf Court Pensacola, FL 32504 Hancock Bank formerly Whitney National Bank 101 W. Garden St. Pensacola, FL 32502 Leeward Subdivision HOA, Inc. P.O. Box 3416 Pensacola, FL 32516 Certified and delivered to Escambia County Tax Collector, this 19th day of September , 2013 . SOUTHERN GUARANTY TITLE COMPANY

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

Recorded in Public Records 04/04/2006 at 08:10 AM OR Book 5874 Page 1891, Instrument #2006033322, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$18.50 Deed Stamps \$422.10

Prepared by and return to: JUAN E. FIGUERAS Attorney at Law PARLADE & FIGUERAS 7050 S.W. 86th Avenue Miami, FL 33143 305-595-2300 File Number: 3491-49

\_[Space Above This Line For Recording Data]\_

# **Warranty Deed**

This Warranty Deed made this 23rd day of March, 2006 between SIMPATICO AT LEEWARD ESTATES PHASE I, LLC, a Florida Limited Liability Company whose post office address is 928 NW 16th Avenue, #2, Gainesville, FL 32601, grantor, and DARREN G. SKITT, a single man whose post office address is 1147 Old Nursery Way, Pensacola, FL 32514, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida to-wit:

Lot 115, of Block F, of LEEWARD SUBDIVISION PHASE 2A & 2B, according to the Plat thereof, as recorded in Plat Book 18, at Pages 27 and 27A, of the Public Records of Escambia County, Florida.

Parcel Identification Number: a portion of 10-2039-100;200;300

Subject to taxes for 2006 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations 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 grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor 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, 2005**.

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:	
Jegan	SIMPATICO AT LEEWARD ESTATES PHASE I, LLC, a Florida Limited Liability Company  By:
Witness Name: Crist Veget  Witness Name: Juant Tgueras	MANUEL R. LLAHUES, Managing Member
State of Florida County of Miami-Dade	ا م
The foregoing instrument was acknowledged before me this	day of, 2006 by MANUEL R. LEEWARD ESTATES PHASE I, LLC, a Florida Limited Liability as identification.
[Notary Seal]	Notary Public Salary Dago.
estation of the second	Printed Name:
#DD 419836	My Commission Expires:

Recorded in Public Records 04/11/2006 at 12:11 PM OR Book 5881 Page 772, Instrument #2006036453, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$52.50 MTG Stamps \$168.00 Int. Tax \$96.00

WHEN RECORDED MAIL TO: Whitney National Bank P O BOX 61260 New Orleans, LA 70161-9967

This Mortgage prepared by:

Name: Janet Y Monnerjahn Company: Whitney National Bank Address: 400 Labarre Road, Jefferson, LA 70121



#### MORTGAGE

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$48,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated March 24, 2006, is made and executed between Darren Skitt, whose address is 1147 Old Nursery Way, Pensacola, FL 32514; a single man (referred to below as "Grantor") and Whitney National Bank, whose address is 101 West Garden Street, Pensacola, FL 32502 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including whort limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Escambia County, State of Florida:

Lot 115, of Block F, of LEEWARD SUBDIVISION PHASE 2A & 2B, according to the Plat thereof, as recorded in Plat Book 18, at Pages 27 and 27A, of the Public Records of Escambia County, Florida

The Real Property or its address is commonly known as Lot 11, 5 Block F, Leeward Subdivision, Pensacola, FL 32514.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$48,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and tests, at Grantor inport is expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's

# MORTGAGE (Continued)

Page 6

Note. The word "Note" means the promissory note dated March 24, 2006, in the original principal amount of \$48,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, Interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS	OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.
GRANTOR:	
X Darrance Street	
WHITESSES:/	
Mayim Mayor	
Bergemin Meyers Jr.	
INDIVIDUAL AC	KNOWLEDGMENT
COUNTY OF ESCAMBIA	98
The foregoing instrument was acknowledged before me this	me or who has produced Ft Druce License as
	(Signature of Person Taking Acknowledgment)
DEBRA RENEE QU	Debra Rence Cuph
Notary Public State of Annual Common Exp: Feb. 13	(Name of Acknowledger Typed, Printed or Stamped)
Comm. No. DD 39	Mahad
Notary L.D. No: 222362	(Title or Rank)
	222532
PRINTER GUNNAMENTO	(Serial Number, if any)
State Self 1955	DEBRA RENEE GUNN
Public Pob 386882	Notary Public-State of Florida
LASCO DOO Longer all A Street Brown of Street Brown In 1987 2005	Odnam Exp. ( 45, 2008
Holan IV	Comm. No. DD 306985 Notary I.D. No: 228986

Recorded in Public Records 04/04/2006 at 08:10 AM OR Book 5874 Page 1893, Instrument #2006033323, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$52.50 MTG Stamps \$168.00 Int. Tax \$96.00

WHEN RECORDED MAIL TO: Whitney National Bank P O BOX 61260 New Orleans, LA 70161-9967

This Mortgage prepared by:

Name: Janet Y Monnerjahn Company: Whitney National Bank Address: 400 Labarre Road, Jefferson, LA 70121



#### **MORTGAGE**

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THIS MORTGAGE dated March 24, 2006, is made and executed between Darren Skitt, whose address is 1147 Old Nursery Way, Pensacola, FL 32514; a single man (referred to below as "Grantor") and Whitney National Bank, whose address is 101 West Garden Street, Pensacola , FL 32502 (referred to below as

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and futures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters. (the "Real Property") located in Escambia County, State of Florida:

Lot 115, of Block F, of LEEWARD SUBDIVISION PHASE 2A & 2B, according to the Plat thereof, as recorded in Plat Book 18, at Pages 27 and 27A, of the Public Records of Escambia County, Florida The Real Property or its address is commonly known as Lot 11, 5 Block F, Leeward Subdivision, Pensacola, FL 32514.

CROSS-COLLATERALIZATION. In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter

may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable. Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents

from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$48,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance ssary to preserve its value.

necessary to preserve its value.

Compilance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property, and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's

# MORTGAGE (Continued)

Page 6

Note. The word "Note" means the promissory note dated March 24, 2006, In the original principal amount of \$48,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLED SES HAVING READ ALL THE PROVISION	S OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.
GRANTOR:	
L-A-	
x S	
Darren G.Skitt WIZNESSES:	
The season of th	
Tim mongan	
Infamilia St	
Benjamin Mayers Jr	
. INDIVIDUAL AC	KNOWLEDGMENT
STATE OF Florida	
COUNTY OF Exambia	) SS
COUNTY OF EXAMBIA	)
Off	the March of
The foregoing instrument was acknowledged before me this	day of MACH 2006
identification and did / did not take an oath.	
	Alelia Kana ( In
	(Signature of Person Taking Acknowledgment)
DEBRA RENEE GUNN	Debra Rence Ouns
Notary Public-State of Florida Comm. Exp. Feb. 13, 2009	(Name of Acknowledger Typed, Printed or Stamped)
A NA UN SEPTON	(Title or Rank)
Notary I.D. No: 222532	222532
	(Serial Number, if any)

Recorded in Public Records 04/09/2007 at 02:29 PM OR Book 6121 Page 1567, Instrument #2007033111, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$18.50

THIS INSTRUMENT WAS PREPARED BY (AND IS TO BE RETURNED TO):
Leeward Subdivision
Homeowners' Association, Inc.
4051 G Barrancas Avenue, PMB #258
Pensacola, Florida 32507-3482

#### **CLAIM OF LIEN**

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Leeward Subdivision Homeowners' Association, Inc., a Florida non-profit corporation (herein "Association"), with its address being in C/O 4051 G Barrancas Avenue, PMB #258, Pensacola, Florida, 32507-3482, pursuant to the provisions of the Declaration of Covenants, Conditions and Restrictions for Leeward Subdivision Phase 1, as recorded on October 26, 2005, in Official Records Book 5762, Page 509 of the public records of Escambia County, Florida, as amended by Amendment to Declaration of Covenants, Conditions and Restrictions for Leeward Subdivision Phase 1 Adding Leeward Subdivision Phase 2A & 2B, dated December 28, 2005, and recorded in Official Records Book 5846, at Page 1782 of the public records of Escambia County, Florida, and the applicable provisions of Florida Statutes Section 720, does hereby file this Claim of Lien against the following described real property in Escambia County, Florida, to-wit:

LOT \_\_115\_\_, BLOCK \_\_F\_\_\_, of LEEWARD SUBDIVISION PHASE 2A & 2B, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 18, AT PAGES 27 AND 27A, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

The name and address of the record owner(s) is as follows:

Darren G. Skitt 1147 Old Nursery Way Pensacola, FL 32514

The amount due the Association is \$\_989.00\_, as of the 2<sup>nd</sup> day of April, 2007, as a result of unpaid assessments, maintenance fees, delinquent fees, late charges, costs, and interest, from \_\_April 1, 2006\_\_ through \_April 2, 2007\_. The assessments were due, and continue to be due, on the first day of each calendar month (the respective "due dates"). Interest accrues at the rate of 12% per annum. This Claim of Lien also secures all unpaid assessments which may accrue subsequent to \_\_\_April 2, 2007\_\_, and subsequent to the recording of this Claim of Lien, and prior to the entry of a Certificate of Title, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process.

A true and correct copy of this Claim of Lien is being furnished by both regular U. S. Mail and certified U. S. Mail to the owner at the above address this date.

- BK: 6121 PG: 1568 Last Page

IN WITNESS WHEREOF, Leeward Subdivision Homeowners' Association, Inc. has executed this Claim of Lien effective as of the \_\_2nd\_\_ day of \_\_April\_\_\_, 2007.

LEEWARD SUBDIVISION HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation

y: Manuel R. Llahu

Its President

STATE OF FLORIDA

**COUNTY OF ESCAMBIA** 

The foregoing instrument was acknowledged, subscribed and sworn to before me this 2 4 day of \_\_\_\_\_, 200 7, by Manuel R. Llahues, as President of Leeward Subdivision Homeowners' Association, Inc., a Florida corporation, on behalf of said corporation. He is personally known to me or has produced his valid Florida driver's license as identification.

Notary Public, State of Florida at Large
My Commission Expires: 4-4-2008

IVAN GARCIA
MY COMMISSION # DO 308616
EXPIRES: April 4, 2008
1-800-NOTARY FL Notely Discount Assoc. Co.

Recorded in Public Records 10/19/2011 at 10:24 AM OR Book 6776 Page 656, Instrument #2011073352, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00

Prepared By and Return To: Kerry Anne Schultz, Esquire Fountain, Schultz & Associates, P.L. 2045 Fountain Professional Court, Suite A Navarre, Florida 325656

STATE OF FLORIDA COUNTY OF SANTA ROSA

#### **CLAIM OF LIEN**

BEFORE ME, the undersigned authority, personally appeared Ivan Garcia, who, being duly sworn, deposes and says that he is the Secretary and Treasurer of Leeward Subdivision Homeowners Association, Inc., a Florida not-for-profit corporation (the "Association"), and that in accordance with the provisions of the Declaration of Covenants, Conditions, and Restrictions of Leeward Subdivision Homeowners Association, Inc., recorded in Official Records Book 5762 at Page 509 of the Public Records of Bacambia County, Florida, the Association hereby claims a lien for the following sums: unpaid annual assessments, interest and late fees in the amount of \$7,310.65 for the years 2006, 2007, 2008, 2009, 2010 and 2011; attorney's fees to date in the amount of \$100.00, costs to date in the amount of \$10.88, for a total amount due of \$7,421.53, which is now due along with those assessments, costs, interest, and fees which shall accrue subsequent to the recording of this lien, against the following parcel in Escambia County, Florida, to wit:

Lot 115, Block F, of LEEWARD SUBDIVISION PHASE 2A and 2B, according to the plat thereof, as recorded in Plat Book 18, at Pages 27 and 27A, of the Public Records of Escambia County, Florida.

RECORD OWNER: DARREN G. SKITT

Leeward Subdivision Homeowners

Association, Inc. By: Ivan Garcia

Its: Secretary and Treasurer

Sworn to and subscribed before me this day of October, 2011, and the foregoing instrument was acknowledged before me this same day by Ivan Garcia, as Secretary and Treasurer of Leeward Subdivision Homeowners Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation and, who (X) is personally known to me or () produced a Florida Driver's License as identification.

**(SEAL)** 

DEBORAH JANE POLK
MY COMMISSION # DD 697799
EXPIRES: October 14, 2011
Bonded Thru Budget Notary Services

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

### **CERTIFICATE # 07367 of 2010**

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on March 6, 2014, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

DARREN G SKITT HANCOCK BANK FORMERLY WHITNEY NATIONAL BANK
4312 WHITELEAF CT
PENSACOLA, FL 32504 PENSACOLA FL 32502

LEEWARD SUBDIVISION HOA INC PO BOX 3416 PENSACOLA FL 32516

WITNESS my official seal this 6th day of March 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 April 7, 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. 07367, 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 115 BLK F LEEWARD S/D PHASE 2A & 2B PB 18 P 27/27A OR 5874 P 1891

**SECTION 19, TOWNSHIP 3 S, RANGE 31 W** 

TAX ACCOUNT NUMBER 102043365 (14-235)

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

#### **DARREN G SKITT**

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 April, which is the 7th day of April 2014.

Dated this 6th day of March 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.

COMP

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

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**Post Property:** 

**10658 NOREASTER WAY 32507** 

COUNT TOWN

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

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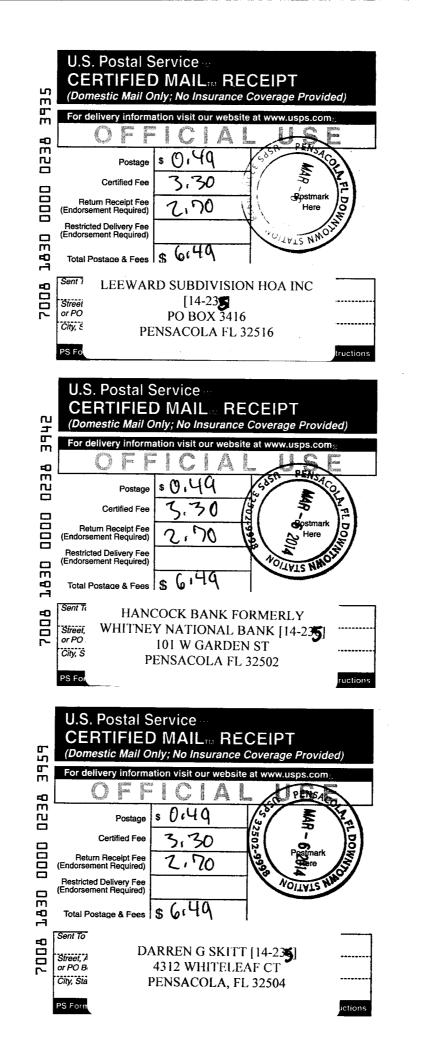
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**Personal Services:** 

DARREN G SKITT 4312 WHITELEAF CT PENSACOLA, FL 32504

COMPRO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA



The second	
SENDER: COMPLETE THIS SECTION	CONTROL TE 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> </ul>	A. Stanature  X Agent  Addressee  B. Received by (Printed Name)  C. Date of Delivery  D. Is delivery address different from item 1?  If YES, enter delivery address below:
LEEWARD SUBDIVISION HOA INC [14-23 <b>5</b> ] PO BOX 3416 PENSACOLA FL 32516	3. Service Type  Certified Mail
	4. Restricted belief y (Exact 66)
2. Article Number (Transfer from service label) 7008 183	30 0000 0238 3935 <u> </u>
SENDER: COMPLETE 1HIS SECTION  Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.  Article Addressed to:  HANCOCK BANK FORMERLY WHITNEY NATIONAL BANK [14-235]	A. Signature  B. Received by (Printed Name)  C. Date of Delivery  D. Is delivery address different from item 1?  If YES, enter delivery address below:
101 W GARDEN ST PENSACOLA FL 32502	3. Service Type     Certified Mail
2. Article Number 7008 183	30 0000 0238 3942
	Return Receipt 102595-02-M-154

# ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

# NON-ENFORCEABLE RETURN OF SERVICE

14-235

**Document Number: ECSO14CIV010756NON** 

Agency Number: 14-005682

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT NO 07367, 2010

Attorney/Agent:
PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff:

RE: DARREN G SKITT

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 3/6/2014 at 4:11 PM and served same at 9:10 AM on 3/10/2014 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY, the within named, to wit: , .

POSTED TO PROPERTY PER INSTRUCTIONS FROM CLERK'S OFFICE.

DAVID MORGAN, SHERIFF ESCAMBIA COUNTY, FLORIDA

Bv

HUNNICUTT, D SENIOR DEPUTY

Service Fee:

\$40.00

Receipt No:

**BILL** 

Printed By: JLBRYANT

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 April 7, 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.

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Dated this 6th day of March 2014.

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**Post Property:** 

**10658 NOREASTER WAY 32507** 

COUNT

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

# **ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA**

# NON-ENFORCEABLE RETURN OF SERVICE

14-235

**Document Number: ECSO14CIV010718NON** 

Agency Number: 14-005634

**Court: TAX DEED County: ESCAMBIA** 

Case Number: CERT # 07367 2010

Attorney/Agent: **PAM CHILDERS CLERK OF COURT TAX DEED** 

Plaintiff:

**RE DARREN G SKITT** 

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Substitute

Received this Writ on 3/6/2014 at 4:08 PM and served same on DARREN G SKITT, in ESCAMBIA COUNTY, FLORIDA, at 8:10 AM on 3/11/2014 by leaving a true copy of this Writ together with a copy of the initial pleadings, if any, with the date and hour of service endorsed thereon by me, at the within named individual's usual place of abode, with a person residing therein who is 15 years of age, or older, to wit: HEATHER SKITT, WIFE, as a member of the household and informing said person of their contents.

> DAVID MORGAN, SHERIFF **ESCAMBIA COUNTY, FLORIDA**

By:

Service Fee: Receipt No:

\$40.00 **BILL** 

Printed By: DLRUPERT

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#### **Personal Services:**

DARREN G SKITT 4312 WHITELEAF CT PENSACOLA, FL 32504

COMPTRO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

CLERKO PAM CHILDERS ROLLER

OFFICIAL RECORDS DIVISION 221 Palafox Place P.O. Box 333 Pensacola, FL 32591-0333



**US POSTAGE** 03/06/2014 neopost

\$06.48

FIRST-CLASS MAIL

ZIP 32502 041L11221084

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RREN G SKITT [14-235]

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RETURN TO SENDER UNCLAIMED UNABLE TO PORWARD

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