**FORM 513** (r.12/00)

#### TAX COLLECTOR'S CERTIFICATION

**Application** Date / Number Jul 26, 2013 / 130302

Total

This is to certify that the holder listed below of Tax Sale Certificate Number 2011 / 968.0000 , issued the 1st day of June, 2011, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: Parcel ID Number: 02-0995-000

Certificate Holder:

TC TAMPA 1, LLC PNC C/O TC TAMPA 1, LLC PO BOX 3167

TAMPA, FLORIDA 33601

**Property Owner:** MORRIS MYLES R JR 8351 DUDLEY AVE PENSACOLA, FLORIDA 32534

T/C Fee

Interest

Legal Description: 11-1S3-019

Cert. Year | Certificate Number

LTS 8 9 10 BLK 112 ENSLEY PLAT DB 87 P 244 SEC 22/11 T 1S R 30 OR 2933 P 301

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

2011	968.0000	06/01/11	\$381.28	\$0.00	\$64.02	\$44E 20
2011	908.0000	06/01/11	\$381.28	\$0.00	\$64.02	\$445.30
	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1					
CERTIFICAT	ES REDEEMED BY APPLIC	CANT OR INCLUDED (COL	JNTY) IN CONNECTI	ON WITH THIS A	PPLICATION:	
	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
		20.00.00	1 400 7 1111	1701 00	interest	iotai
2012	651 0000	00/04/40	0440.00	00.05		

Face Amt

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2013	651.0000	06/01/13	\$419.33	\$6.25	\$20.97	\$446.55
2012	772.0000	06/01/12	\$393.58	\$6.25	\$28.70	\$428.53

	<del></del>
1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by	
Applicant or Included (County)	\$1,320.38
Total of Delinquent Taxes Paid by Tax Deed Application	\$0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	,, , <del>,</del>
4. Ownership and Encumbrance Report Fee	\$150.00
5. Tax Deed Application Fee	\$75.00
6. Total Certified by Tax Collector to Clerk of Court	\$1,545.38
7. Clerk of Court Statutory Fee	7,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
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	\$1,545.38
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.	\$21,728.50
15. Statutory (Opening) Bid; Total of Lines 12 thru 14	
16. Redemption Fee	\$6.25
17. Total Amount to Redeem	

\*Done this 26th day of July, 2013

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Date of Sale:

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

**Application Number: 130302** 

#### Notice to Tax Collector of Application for Tax Deed

**TO: Tax Collector of Escambia County** 

In accordance with Florida Statutes, I,

TC TAMPA 1, LLC PNC C/O TC TAMPA 1, LLC PO BOX 3167

TAMPA, Florida, 33601

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

Certificate No. 968.0000

Parcel ID Number 02-0995-000

Date

**Legal Description** 

06/01/2011

11-1S3-019 LTS 8 9 10 BLK 112 ENSLEY PLAT DB 87 P 244

SEC 22/11 T 1S R 30 OR 2933 P 301

2012 TAX ROLL

MORRIS MYLES R JR 8351 DUDLEY AVE PENSACOLA , Florida 32534

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.

tctampa (Jon Franz)

07/26/2013

### **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.: 10505

August 1, 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 08-01-1993, through 08-01-2013, and said search reveals the following:

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

Myles R. Morris, Jr., a married man

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

By:

August 1, 2013

# OWNERSHIP AND ENCUMBRANCE REPORT LEGAL DESCRIPTION

File No.: 10505

August 1, 2013

Lots 8, 9 and 10, Block 112, Ensley, Plat Deed Book 87, page 244, Section 22/11, Township 1 South, Range 30 West, O.R. Book 2933, page 301.

## OWNERSHIP AND ENCUMBRANCE REPORT CONTINUATION PAGE

File No.: 10505 August 1, 2013

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

- 1. That certain mortgage executed by Myles R. Morris, Jr. and Dawn Morris, husband and wife in favor of Wells Fargo Bank formerly Wachovia Bank dated 05/15/2006 and recorded 05/30/2006 in Official Records Book 5916, page 652 of the public records of Escambia County, Florida, in the original amount of \$72,400.00.
- 2. Taxes for the year 2010-2012 delinquent. The assessed value is \$43,457.00. Tax ID 02-0995-000.

#### PLEASE NOTE THE FOLLOWING:

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

## 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: 1-6-2014 TAX ACCOUNT NO.: 02-0995-000 CERTIFICATE NO.: 2011-968 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  $\frac{X}{M}$  Notify Escambia County, 190 Governmental Center, 32502 Homestead for 2012 tax year. X Myles R. Morris, Jr. Dawn Morris (wife) 8351 Dudley Ave. Pensacola, FL 32534 Wells Fargo Bank formerly Wachovia Bank P.O. Box 50010 Roanoke, VA 24022 and 301 South College St., NC 0630 Charlotte, NC 28288-0630 Certified and delivered to Escambia County Tax Collector, this 8th day of August , 2013 . SOUTHERN GUARANTY TITLE COMPANY by: Richard S. Combs, President

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

correct.

DENIS A. BRASLOW Attorney at Law 220 S. Palafox St PAST OF FACTOR Pensacola, FL 32501 COUNTY OF 8351 Dudley Ave., Pausacola, FL 32534 KNOW ALL MEN BY THESE PRESENTS: That . Miles R. Morris and Linds D. Morris, husband and wife

Geanter
of in consideration of Ten Dollars (5)0.00) and other good and valuable considerations the receipt of which
safe when whedged has bargained, said, conveyed and granted unto
fivies R. Morris, Jr., & single man contacts being seascutors, administrators and assigns, forever, the following described property, situate, lying and lading in the County of \_\_\_\_\_\_\_Escambia\_\_\_\_\_\_, State of Florids, to wit: Lots 6, 9, and 10, Block 112, Ensley, a subdivision of a portion of Sections 11, 21, and 22. Township 1 South, Range 30 West, Escambia County, Florida, according to plat of said subdivision recorded in Deed Book 87, Page 244 of the Public Records of Escambia County, Florida. This instrument prepared without the benefit of title insurance or title examination from a legal description provided by the grantors/grantee. C s does fully warrant the title to said land and will defend the same against the lawful plains of all Witnesser used herein, the term "granter/jranter" shall include the heirs, personal re-reconstitives, becauses and/as assigns of the respective parties because, the use of sings states that include the plant, use the plant the singular, the use of cry pander shall used oil granters. IN WITH WHEREOF, grantor has bereunte set grantor's haud and seal on November 8 ed, poten and delivered (SEAL) (SEAL) (BEAL) LINDA D (SEAL) STATE OF PLORIDA COUPTY OF RECAMBLA The lenguing instrument was ectinowledged before me this Stir day of November 1888 & Horris and Linds D. Morris, husband and 1 fe **9** (Notary Boal)

Recorded in Public Records 05/30/2006 at 11:46 AM OR Book 5916 Page 652, Instrument #2006054266, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$52.50 MTG Stamps \$253.40 Int. Tax \$144.80

> Prepared By: MILT ARMITAGE Wachovia Bank, National Association Retail Credit Servicing P.O. Box 50010 Roanoke, VA 24022 Return To: Wachovia Bank, National Association Retail Credit Servicing P.O. Box 50010 Roanoke, VA 24022

#### **OPEN-END MORTGAGE**

between the Mortgagor, May, 2006 THIS MORTGAGE is made this day 15 MYLES R MORRIS, JR. HUSBAND; DAWN MORRIS, WIFE.

(herein "Borrower"), and the Mortgagee, Wachovia Bank, National Association, a national banking association organized and existing under the laws of the United States of America, whose address is Wachovia Bank, National Association, 301 South College Street, NC 0630, Charlotte, North Carolina 28288-0630 (herein "Lender").

The Lender has made a loan to Borrower the maximum indebtedness at any one time shall not exceed which loan is an open-end line of credit as evidenced by Borrower's U.S.\$ 72400.00 Prime Equity Line of Credit Agreement and Disclosure Statement dated 05/15/06 extensions, modifications and renewals thereof (herein "Note") which provides for obligatory advances of all or part of the loan proceeds from time to time, subject to provisions in the Note. The entire indebtedness evidenced by the Note, if not sooner paid, will be due and payable on 05/14/46

THIS MORTGAGE secures a Note that provides for changes in the interest rate, as more particularly described in said Note. In case of a conflict between the Note and this Mortgage governing the terms of the remedies of default or termination of advances, the terms of the Note shall control.

TO SECURE to Lender the repayment of the indebtedness evidenced by the Note, with interest thereon; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Mortgage; and the performance of the covenants and agreements of Borrower herein contained, Borrower does hereby mortgage, grant and convey to Lender the following described Property State of Florida: located in the County of ESCAMBIA

> DEED DATE: 11/08/90 RECORDED: 11/08/90 BOOK/INST: 2933 PAGE: 301 TWP/BORO:CITY OF PENSACOLA PARCEL/TAX ID #:11-15-30-1901-08-0112

> > LOT:8-10

BLOCK: 112

which has the address of 8351 DUDLEY AVE PENSACOLA

(herein "Property Address"): TOGETHER with all the improvements now or hereafter erected on the Property, and all easements, rights, appurtenances and rents all of which shall be deemed to be and remain a part of the Property covered by this Mortgage; and all of the foregoing, together with said Property (or the leasehold estate if

32514

this Mortgage is on a leasehold) are hereinafter referred to as the "Property. Any Rider ("Rider") attached hereto and executed of even date is incorporated herein and the covenants and agreements of the Rider shall amend and supplement the covenants and agreements of this Mortgage, as if the Rider were a part hereof.

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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

1. Obligation to Lend. Lender is absolutely obligated under the terms of the Note to make advances not to exceed, at any one time in the aggregate, the amount stated in the Note and Borrower has agreed to repay any advances under the terms of the Note. Lender's absolute obligation to make advances to Borrower under the Note ends when Lender terminates the right to make advances and demands repayment of the outstanding obligation or prohibits additional extensions of credit under the Note or this Mortgage. Nevertheless, Lender may waive the right to terminate or prohibit additional advances. If Lender does not terminate or prohibit additional advances, Lender remains obligated to make advances to Borrower under the terms of the Note. However, that waiver does not bind Lender if the same or a different event occurs or is continuing at a later time.

> (2/02) FL Mortgage Open-End \*0611090358\*

23. 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 other 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 section 23, "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, materials containing asbestos or formaldehyde, and radioactive materials. As used in this section 23, "Environmental Law" means federal laws and taws of the jurisdiction where the Property is located that relate to health, safety, or environmental protection.

## REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender at Wachovia Bank, National Association, Retail Credit Servicing, P.O. Box 50010, Roanoke, VA 24022 of any default under the superior encumbrance and of any sale or other foreclosure action.

encumbrance and of any sale or other foreclosure action. IN WITNESS WHEREOF, Borrower has executed this Mortgage and adopted as his seal the word ("SEAL") appearing beside his name. Signed, sealed and delivered in the presence of: Borower MYLES R MORRIS JR Address 8351 DUDLEY AVE Witness Signature FL 32514 PENSACOLA **ISEAL** Borrower Address **ISEAL** Berrower DAWN MORRIS Address 8351 DUDLEY AVE FL 32514 PENSACOLA [SEAL] Borrower STATE OF Flarida COUNTY OF Escantia This foregoing instrument was acknowledged before me this 5-15.2006 MYLES R MORRIS JR DAWN MORRIS who is personally known to me or who has produced Wive(5 (type of identification) as identification.

Notary Public

Jugarc.

Japan

Notary Public Name (Typed, Printed or Stamped)

BK: 5916 PG: 657 Last Page

. . . . .

Borrower(s) Initials:	
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### **Legal Description**

Reference Number: 0611090358

ALL THAT CERTAIN PROPERTY SITUATED IN THE CITY OF PENSACOLA IN THE COUNTY OF ESCAMBIA AND STATE OF FLORIDA AND BEING DESCRIBED IN A DEED DATED 11/08/1990 AND RECORDED 11/08/1990 IN BOOK 2933 PAGE 301 AMONG THE LAND RECORDS OF THE COUNTY AND STATE SET FORTH ABOVE AND REFERENCED AS FOLLOWS: LOT 8-10, BLOCK 112, FIGLA ND PARK, PLAT BOOK 87, PLAT PAGE 244. PARCEL ID NUMBER: 11-15-30-1901-08-0112