

## TAX COLLECTOR'S CERTIFICATION

Application  
Date / Number  
Jul 28, 2013 / 130488

This is to certify that the holder listed below of Tax Sale Certificate Number **2011 / 5319.0000**, 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: 09-0002-452**

**Certificate Holder:**

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

**Property Owner:**

FARRINGTON JESSIE T & SHEILA F  
60 CULPEPPER ST  
CANTONMENT, FLORIDA 32533

**Legal Description:** 01-1S3-102

LT 9 BLK M MILESTONE PHASE 2 PB 15 P 43/43 A-C OR 5173 P 719

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. Year | Certificate Number | Date of Sale | Face Amt | T/C Fee | Interest | Total    |
|------------|--------------------|--------------|----------|---------|----------|----------|
| 2011       | 5319.0000          | 06/01/11     | \$675.85 | \$0.00  | \$263.58 | \$939.43 |

**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       | 4770.0000          | 06/01/13     | \$669.62 | \$6.25  | \$33.48  | \$709.35 |
| 2012       | 5195.0000          | 06/01/12     | \$672.24 | \$6.25  | \$141.17 | \$819.66 |
| 2010       | 5470               | 06/01/10     | \$670.85 | \$6.25  | \$196.50 | \$873.60 |

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
2. Total of Delinquent Taxes Paid by Tax Deed Application
3. Total of Current Taxes Paid by Tax Deed Applicant
4. Ownership and Encumbrance Report Fee
5. Tax Deed Application Fee
6. Total Certified by Tax Collector to Clerk of Court
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
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
17. Total Amount to Redeem

|            |
|------------|
| \$3,342.04 |
| \$0.00     |
|            |
| \$150.00   |
| \$75.00    |
| \$3,567.04 |
|            |
|            |
|            |
|            |
|            |
| \$3,567.04 |
|            |
|            |
|            |
| \$6.25     |
|            |

\*Done this 28th day of July, 2013

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Date of Sale: 3/3/14

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

## 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:

| <b>Certificate No.</b> | <b>Parcel ID Number</b> | <b>Date</b> | <b>Legal Description</b>  |
|------------------------|-------------------------|-------------|---|
| 5319.0000              | 09-0002-452             | 06/01/2011  | 01-1S3-102<br>LT 9 BLK M MILESTONE PHASE 2 PB 15 P 43/43<br>A-C OR 5173 P 719 |

**2012 TAX ROLL**

FARRINGTON JESSIE T & SHEILA F  
60 CULPEPPER ST  
CANTONMENT , Florida 32533

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)  
Applicant's Signature

07/28/2013  
Date

# **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.: 10704

September 5, 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 09-04-1993, through 09-04-2013, and said search reveals the following:

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

Jessie T. Farrington and Sheilal F. Farrington, husband and wife

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: 

September 5, 2013

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 10704

September 5, 2013

**Lot 9, Block M, Milestone Phase 2, as per plat thereof, recorded in Plat Book 15, Page 43,  
of the Public Records of Escambia County, Florida**

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 10704

September 5, 2013

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

1. That certain mortgage executed by Jessie T. Farrington and Sheilal F. Farrington, husband and wife in favor of Nine Mile Ranch, Inc. dated 06/23/2003 and recorded 06/30/2003 in Official Records Book 5173, page 721 of the public records of Escambia County, Florida, in the original amount of \$80,000.00.
2. Judgment filed by Collection Services, Inc. recorded in O.R. Book 5512, page 652.
3. Taxes for the year 2009-2012 delinquent. The assessed value is \$38,000.00. Tax ID 09-0002-452.

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: rcsgr@aol.com

Janet Holley  
Escambia County Tax Collector  
P.O. Box 1312  
Pensacola, FL 32596

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: March 3, 2014

TAX ACCOUNT NO.: 09-0002-452

CERTIFICATE NO.: 2011-5319

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.

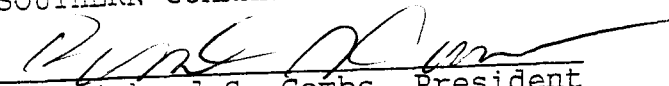
Jessie T. Farrington  
Sheila F. Farrington  
60 Culpepper St.  
Cantonment, FL 32533

Nine Mile Ranch, Inc.  
120 E. Main St., Ste A  
Pensacola, FL 32502

Collection Services, Inc.  
116 S. Baylen St.  
Pensacola, FL 32502

Certified and delivered to Escambia County Tax Collector,  
this 10th day of September, 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.

Prepared By: Alan B. Bookman  
Emmanuel, Sheppard & Condon  
30 S. Spring Street  
Pensacola, FL 32501  
File Number: N0130-93639 NBR  
Parcel ID #: 01-1S-31-0200-009-013 & 010-013  
Grantee(s) SS #:

OR BK 5173 PG0719  
Escambia County, Florida  
INSTRUMENT 2003-114441

DEED REC STAMPS PD # ESC CO \$ 630.00  
06/30/03 EMMAUEL SHEPPARD, CLERK  
By: Alan B. Bookman

## WARRANTY DEED

This WARRANTY DEED, dated 06/23/2003 by: **Nine Mile Ranch, Inc., a Florida Corporation**, Whose post office address is: **120 East Main Street, Suite A, Pensacola, FL 32501**, hereinafter called the GRANTOR, to **Jessie Terry Farrington and Sheila F. Farrington, husband and wife**, whose post office address is: **1805 West Ten Mile Road, Cantonment, FL 32504**, hereinafter called the GRANTEE:

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

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the GRANTEE, all that certain land situate in **Escambia County, Florida**, viz:

**Lots 9 and 10, Block M, MILESTONE PHASE 2, according to Plat thereof recorded in Plat Book 15, Page 43, of the public records of Escambia County, Florida.**

SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if any; taxes and assessments for the year 2003 and subsequent years; and to all applicable zoning ordinances and/or restrictions and prohibitions imposed by governmental authorities, 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 except as above noted, 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.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF  
THE FOLLOWING WITNESSES:

Signature: Alan B. Bookman  
Print Name: Alan B. Bookman  
Signature: Nancy B. Riddle  
Print Name: NANCY B. RIDDLE

**Nine Mile Ranch, Inc., a Florida Corporation**

By: Neal B. Nash  
**Neal B. Nash, President**

State of **FL**  
County of **Escambia**

THE FOREGOING INSTRUMENT was sworn and acknowledged before me on June 23, 2003 by: **Neal B. Nash, President of Nine Mile Ranch, Inc., a Florida Corporation**, on behalf of the corporation. He is personally known to me or who has produced \_\_\_\_\_ as identification.

Notary Seal

Alan B. Bookman  
NOTARY PUBLIC



Alan B. Bookman  
My Commission ID 00188888  
Expires April 24, 2007

R. 37.50  
At 280.00  
160.00

OR BK 5173 PG0721  
Escambia County, Florida  
INSTRUMENT 2003-114442

THIS INSTRUMENT WAS PREPARED BY  
ALAN B. BOOKMAN OF  
EMMANUEL, SHEPPARD & CONDON  
ATTORNEYS AT LAW  
30 S. SPRING STREET  
POST OFFICE DRAWER 1271  
PENSACOLA, FLORIDA 32596  
File No.N0130-93639 NBR

INTANGIBLE TAX PD @ ESC CO \$ 160.00  
06/30/03 ERNIE LEE MARRAS, CLERK  
By: [Signature]

NTG DOC STAMPS PD @ ESC CO \$ 280.00  
06/30/03 ERNIE LEE MARRAS, CLERK  
By: [Signature]

STATE OF FLORIDA

COUNTY OF Escambia

## MORTGAGE AND SECURITY AGREEMENT

**KNOW ALL MEN BY THESE PRESENTS**, That Jessie Terry Farrington and Sheila F. Farrington, husband and wife, hereinafter called Mortgagor, for and in consideration of the sum of Eighty Thousand and No/100 Dollars, (\$80,000.00) to it in hand paid by Nine Mile Ranch, Inc., whose mailing address is: 120 East Main Street, Pensacola, FL 32501 hereinafter called Mortgagee, the receipt whereof is hereby acknowledged. has granted, bargained and sold, and by these presents do grant, bargain, sell, alien, remise, release, convey and confirm unto the said Mortgagee forever, the following described real estate, situate, lying and being in the County of Escambia, State of Florida, to-wit:

Lots 9 and 10, Block M, MILESTONE PHASE 2, according to Plat thereof recorded in Plat Book 15, Page 43, of the public records of Escambia County, Florida.,

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, fittings, furnishings, accessories, heating and air conditioning equipment, plumbing, machinery, articles of personal property, and all building materials, supplies and goods delivered to the real property for purposes of being affixed to, installed, incorporated or otherwise used in the buildings, structures or other improvements now or hereafter located thereon, together with all additions and replacements of any of same (except those owned by lessees of said real property) now or hereafter affixed or attached (whether actually or constructively) thereto, placed upon, or used in any way in connection with the complete or comfortable use, occupancy, operation or maintenance of said real property, all licenses and permits used or required in connection with the use of said real property, all leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including, without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, revenues and profits accruing from said real property and, without limitation, all oil, gas, minerals, water, crops, trees, timber and other emblements, and any rights or interest therein, and together with all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards (the foregoing real property and tangible and intangible personal property hereinafter referred to collectively as the Mortgaged Property). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.



TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders thereof and all the estate, right, title, interest, homestead, separate estate, possession, claim and demand whatsoever, as well in law as in equity, of Mortgagor and unto the same, and every part thereof, with the appurtenances of Mortgagor in and to the same, and every part and parcel thereof unto Mortgagee. And the said Mortgagor hereby covenants with said Mortgagee that the said Mortgagor is indefeasibly seized of said real property in fee simple; that the said Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for the said Mortgagee at all times peaceably and quietly to enter upon, occupy and enjoy said real property and every part thereof; that the said real property and every part thereof is free from all encumbrances; that the said Mortgagor will make such further assurances to perfect the fee simple title to said real property in said Mortgagee as may reasonably be required; and that the said Mortgagor, does hereby fully warrant the title to said real property, and every part thereof, and will defend the same against the lawful claims of all persons whomsoever.

THE FOREGOING CONVEYANCE is intended to be, and is, a mortgage to secure the payment of promissory note of date June 23, 2003 for the sum of Eighty Thousand and No/100 Dollars (\$80,000.00) made by the said Mortgagor payable to the order of the said Mortgagee after date, with interest as set forth in said Note.

And also to secure the payment of any and all notes, liabilities and obligations of Mortgagor to Mortgagee, whether as maker, endorser, guarantor, or otherwise, which may now be in existence or accrue or arise hereafter, or be now owned or held by Mortgagee, or be acquired hereafter, it being the intent and purpose of Mortgagor to secure by this mortgage all notes for future advances and all other notes, claims, demands, liabilities, and obligations which Mortgagee may have, hold or acquire at any time within twenty years from the date of this mortgage against Mortgagor. The total amount of the indebtedness that may be secured by this mortgage may increase or decrease from time to time, but the total unpaid balance secured at any one time by this mortgage shall not exceed a maximum principal amount of \$--, plus interest, and any disbursements made by Mortgagee for the payment of taxes, levies or insurance on the property encumbered by this mortgage, with interest on such disbursements.

AND THE SAID MORTGAGOR does hereby covenant and agree:

1. To pay all and singular the principal, the interest and other sums of money payable by virtue of the said promissory note, and this mortgage, each and every one, promptly on the days, respectively, the same become due.

2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature and kind now on the Mortgaged Property, or that hereafter may be levied or assessed thereupon, each and every one of them and any and all documentary stamps, intangible taxes and assessments now or hereafter required to be paid by governmental authority on said note or on this mortgage; and if the same, or any part thereof, be not promptly paid when due and payable, said Mortgagee may at any time pay the same; without waiving or affecting the option to foreclose this mortgage by reason of such default, or any right hereunder, and every payment so made shall bear interest from the date thereof at the highest rate allowed by law, and all such payments, with interest as aforesaid; shall be secured by the lien hereof. Mortgagor shall furnish Mortgagee receipt for ad valorem taxes on the Mortgaged Property no later than 15 days after the due date of same.

3. To pay all and singular the costs, fees, charges and expenses, of every nature and kind, including all the costs of an abstract of title to the above described lands found to be convenient or expedient in connection with any suit for the foreclosure of this mortgage, and also including all costs and expenses of the said suit, including attorney's fee in a reasonable amount to the attorney of the

plaintiff foreclosing, which costs and fees shall be included in the lien of this mortgage, because of the failure on the part of the said Mortgagor to perform, comply with and abide by all or any of the covenants, conditions and stipulations of said promissory note, and this mortgage, and in the foreclosure of this mortgage and in collecting the amount secured hereby, each and every such payment shall bear interest from date thereof until paid at the highest rate allowed by law, and such payments with interest thereon as aforesaid, shall be secured by the lien hereof. "Attorney's fees," as that phrase is used in this mortgage shall include, among other things, the reasonable fees of the attorney and also of any legal assistants, paralegals, law clerks and others utilized by the attorney and under the attorney's supervision, as well as out-of-pocket costs incurred and/or advanced-by any of same, all regardless of whether incurred in or advanced prior to the initiation of any legal or equitable proceeding, in arbitration, in trial, in any administrative, bankruptcy or other similar proceedings, or any appeal from any of same.

4. Mortgagor (a) shall not permit, commit or suffer any waste, impairment or deterioration of the Mortgaged Property, or any part thereof; (b) shall restore and repair promptly and in a good workmanlike manner all or any part of the Mortgaged Property to the equivalent of its original condition, or such other condition as Mortgagee may approve in writing, in the event of any damage, injury or loss thereto, whether or not insurance proceeds are available to cover in whole or in part the cost of such restoration or repair; (c) shall keep the Mortgaged Property, including improvements, fixtures, equipment, machinery and appliances thereon in good repair and shall replace fixtures, equipment, machinery and appliances on the Mortgaged Property when necessary to keep such items in good repair, including, but not limited to, well painted, weatherproofed and making of such repairs as Mortgagee may, from time to time, determine to be necessary for the preservation of the Mortgaged Property; (d) shall prudently and professionally manage the Mortgaged Property; (e) shall give notice in writing to Mortgagee of and, unless otherwise directed in writing by Mortgagee, appear in and defend any action or proceeding purporting to affect the Mortgaged Property, the security of this instrument or the rights or powers of Mortgagee; (f) shall comply with the provisions of any lease, if this mortgage is on a leasehold; and (g) if this mortgage is on a unit in a condominium, shall perform all of Mortgagor's obligations under the Declaration creating or governing the condominium, the by-laws and regulations of the condominium and constituent documents. Mortgagor shall first obtain the written consent of Mortgagee, such consent to be granted or withheld at the sole discretion of Mortgagee, before (i) removing or demolishing any building now or hereafter erected on the premises, (ii) altering the arrangement, design or structural character thereof, (iii) making any repairs which involve the removal of structural parts or the exposure of the interior of such building to the elements, (iv) cutting or removing or permitting the cutting or removal of any trees or timber on the Mortgaged Property, (v) removing or exchanging any tangible personal property which is part of the Mortgaged Property, except when incident to the replacement thereof with items of likekind, or (vi) entering into or modifying any leases of the Mortgaged Property. Mortgagee shall have the right to inspect the Mortgaged Property on reasonable notice to Mortgagor.

5. To keep the Mortgaged Property (or so much thereof as is insurable) insured against fire and windstorm and extended coverage in a sum of not less than the highest amount allowed under law (\$ \_\_\_\_ ) in a company to be approved by said Mortgagee, loss, if any, payable to the Mortgagee, as its interest may appear, including a "standard" Mortgagee clause, and to furnish Mortgagee original or memorandum copy of such policy or policies, and in the event any sum of money becomes payable under such policy or policies, the Mortgagee shall have the option to receive and apply the same on account of the indebtedness secured hereby, or to permit said Mortgagor to receive and use it, or any part thereof, for purpose of improving said land, without thereby waiving or impairing any equity, lien or right under or by virtue of this mortgage, and said Mortgagee may place and pay for such insurance, or any part thereof, without waiving or affecting the option to foreclose, or any right hereunder, and each and every such payment shall bear interest from date thereof until paid at the highest rate allowed by law, and all such payments, with interest, as aforesaid, shall be secured by the lien hereof. The Mortgagee is empowered to adjust, compromise, submit to arbitration and appraisal and collect, and apply to the reduction of said indebtedness, and claim for loss arising under any insurance policy covering said

premises; and to that end the Mortgagee is irrevocably appointed the attorney in fact of the Mortgagor to execute and deliver such receipts, releases and other writings as shall be requisite to accomplish such adjustments, compromise, arbitration, appraisal and collection. Unless Mortgagee and Mortgagor otherwise agree in writing, any application of insurance proceeds to principal shall not extend or postpone the due date of the installments referred to in the note and this mortgage or change the amount of such payments.

6. That if any of the said installments of interest due or payable by the terms of said promissory note or other obligations or other sum of money due or payable by virtue of this instrument, be not promptly and fully paid when the same become severally due and payable, without demand or notice, or if each and every one of the stipulations, covenants, agreements and conditions of the said promissory note or other obligations, and of this mortgage, any or either, are not duly and promptly performed, complied with and abided by, the said entire aggregate sum mentioned in the said promissory note and other obligations then remaining unpaid, with interest accrued, shall become due and payable forthwith or thereafter at the option of the Mortgagee, as fully and completely as if said aggregate sum and accrued interest were originally stipulated to be paid on such day, anything in the said promissory note or order obligations or herein, to the contrary notwithstanding. If Mortgagor shall make an assignment for the benefit of creditors, or if a receiver be appointed for Mortgagor of its property, or if Mortgagor files a petition in bankruptcy, or is adjudicated a bankrupt, or files any petition or institutes any proceedings under any chapter of Title 11 of the United States Code, or if Mortgagor becomes the subject of any proceedings, under any insolvency or bankruptcy act, for its reorganization or composition with its creditors, then on the happening of any one or more of these events, the whole indebtedness secured hereby shall immediately become due and payable, at the option of the Mortgagee, and this mortgage may thereupon be foreclosed.

7. It is further covenanted and agreed by said parties that in the event of a suit being instituted to foreclose this mortgage, the Mortgagee shall be entitled to apply at any time pending such foreclosure suit to the Court having jurisdiction thereof for the appointment of a Receiver of all and singular the Mortgaged Property, and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived; and thereupon it is hereby expressly covenanted and agreed that the Court shall forthwith appoint a Receiver of said Mortgaged Property, all and singular, and of such rents, income, profits, issues and revenues thereof, from whatsoever source derived; with the usual powers and duties of Receivers in like cases; and such appointment shall be made by such Court as a matter of strict right to the Mortgagee and without reference to the adequacy or inadequacy of the value of the property hereby mortgaged, or to the solvency or insolvency of the Mortgagor and that such rents, profits, income, issues and revenues shall be applied by such Receiver to the payment of the mortgage indebtedness, costs and charges, according to the order of such Court.

8. To perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants in said promissory note and other obligations and set forth in this mortgage, and to comply with all statutes, laws, ordinances, regulations, covenants, conditions and restrictions affecting the Mortgaged Property, and not to cause or permit any violation thereof.

9. No person liable for the debt hereby secured, whether such liability is primary or secondary, and whether such liability is created by endorsement of the notes or as joint maker of the notes, or guarantor, or having assumed the obligation to pay said mortgage debt or otherwise liable for said mortgage debt, shall be released or discharged from liability of the aforesaid debt by virtue of any extension or renewal granted by the Mortgagee to the maker of the notes hereby secured, or any other person liable for said debt, whether primary or secondary. The Mortgagee is hereby expressly granted the right and power to grant such extensions to the makers of the notes hereby secured as said Mortgagee may deem advisable, without first obtaining the consent of any other person liable for said debt, whether primary or secondary, and to take such renewals of the note and debt hereby secured as said Mortgagee

may deem advisable, without first securing the consent of any other person liable for said indebtedness. No delay in the enforcement by the Mortgagee of any of the rights of said Mortgagee arising by virtue of this mortgage and promissory notes hereby secured operate as a release or discharge of any person liable for the debt hereby secured, whether primary or secondary.

10. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Mortgaged Property, or part thereof or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Mortgagee. Mortgagee shall also be entitled to recover from Mortgagor any attorney's fees incurred in connection therewith. If the property is abandoned by Mortgagor, or if, after notice by Mortgagee to Mortgagor that the condemner offers to make an award or settle a claim for damages, Mortgagor fails to respond to Mortgagee within 30 days after the date such notice is mailed, Mortgagee is authorized to collect and apply the proceeds, at Mortgagee's option, either to the restoration or repair of the Mortgaged Property or to the sums secured by this mortgage. Unless Mortgagee and Mortgagor otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in the note and this mortgage or change the amount of such installments.

11. That neither the provisions of this mortgage nor any note secured hereby shall have the effect of or be construed as requiring or permitting Mortgagor to pay interest in excess of the highest rate per annum allowable by applicable law or any item or items of indebtedness referred to in this mortgage, and should any such excess be charged or paid, it shall be credited to the unpaid principal indebtedness.

12. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, security interests, financing statements, pledges, contracts or guaranty, assignments of leases, or other securities, or if the Mortgaged Property hereby encumbered consists of more than one parcel of real property, Mortgagee may at its option exhaust any one or more of said securities and security hereunder, either concurrently or independently, and in such order as it may determine.

13. That the monies advanced (as evidenced by the note secured by this mortgage) by Mortgagee to Mortgagor have been advanced after investigation and consideration of the creditworthiness and character of Mortgagor and the ability of Mortgagor to repay same and prudently manage the Mortgaged Property. On any sale or transfer of (a) all or any portion of the Mortgaged Property, or any interest therein (including but not limited to, the creation of a lien or encumbrance subordinate to the lien of this mortgage, or a transfer by agreement for deed or land contract, but specifically excluding a transfer of any portion of the Mortgaged Property for which a release price is paid to Mortgagee pursuant to any agreed upon release provision), or (b) beneficial interest in Mortgagor (if Mortgagor is not a natural person or persons but is a corporation, partnership, trust or other legal entity), Mortgagee may, at Mortgagee's option, declare all of the sums secured by this instrument to be immediately due and payable, and Mortgagee may invoke any remedies provided for herein. This option shall not apply in the case of: (i) transfer by devise or descent or by operation of law upon the death of a joint tenant or, if Mortgagor is not a natural person or persons but is a corporation, partnership, trust or other legal entity, of a shareholder, partner, beneficiary or other equity owner; (ii) sales or transfers when the transferee's creditworthiness and management ability are satisfactory to Mortgagee and the transferee has executed, prior to the sale or transfer, a written assumption agreement containing such terms as Mortgagee may require, including, if required by Mortgagee, payment of an assumption fee and/or an increase in the rate of interest payable under the note; (iii) the grant of a leasehold interest in a part of the Mortgaged Property of three years or less (or such longer lease term as Mortgagee may permit by prior written approval) not containing an option to purchase (except any interest in the ground lease, if this instrument is on a leasehold); (iv) sales or transfers of beneficial interests in Mortgagor provided that such sales or transfers, together with ally prior sales or transfers of beneficial interests in Mortgagor, but excluding sales or transfers under subparagraphs (i) and (II) above, do not result in more than 30% of the beneficial interests in Mortgagor having been sold or transferred subsequent to date hereof; (v) transfers of fixtures

or any personal property pursuant to part 4 hereof; and (vi) the creation of a purchase money security interest for household appliances.

14. The Mortgagor hereby assigns, transfers and conveys unto the Mortgagee, the rents, royalties, income, revenues and profits accrued and to accrue from the Mortgaged Property, or any part thereof, including rentals and royalties under oil, gas and mineral leases, if any, during the lifetime of this mortgage, it being understood that as long as there is no default in the performance or observance of any of the covenants or agreements herein contained the Mortgagor shall have the privilege of collecting and receiving all rents, royalties, income revenues and profits accruing from the Mortgaged Property or any part thereof.

15. That the Mortgaged Property (and any real property adjacent to or in the immediate vicinity of the Mortgaged Property owned by Mortgagor) has not and is not being used for the discharge, disbursal, release, dumping, storage, treatment, generation, manufacture, use or disposal of any toxic or hazardous waste, contaminating materials, pollutants, orally other substance potentially harmful to persons, property, the environment or natural resources (including but not limited to, asbestos or asbestos containing materials) (all of same hereinafter referred to as "Prohibited Substances"), whether in compliance with all applicable federal, state and local statutes, laws, ordinances, rules and regulations (hereinafter "Applicable Laws") or otherwise, ant that Mortgagor has not received notice of or other information concerning, and, after diligent search and inquiry, is not aware of any proposed, threatened, anticipated or pending proceeding, investigation, administrative order, consent order, decree, agreement, litigation, settlement or other action by any governmental body or agency, entity or person concerning violation of or compliance with any such Applicable Laws. Mortgagor covenants and agrees to abide by all Applicable Laws pertaining to Prohibited Substances, and covenants and agrees not to allow any such Prohibited Substances to be discharged, disbursed, released, dumped, stored, treated, generated, manufactured, used or disposed of (whether by Mortgagor or otherwise) in, on, under, or over (the Mortgaged Property or any real property adjacent to or in the immediate vicinity of the Mortgaged Property owned by Mortgagor.

16. That this instrument is intended to be and is a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Mortgaged Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Mortgagor hereby grants Mortgagee a security interest in said items. Mortgagor agrees that the recording and/or filing of this instrument, or a reproduction hereof, in the public records and/or any other appropriate index (including, without limitation, the Florida Secretary of State's office) shall also constitute a financing statement for any of the items indicated above as being a part of the Mortgaged Property. Any reproduction of this instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Mortgagor agrees to execute and deliver to Mortgagee, upon Mortgagee's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this instrument in such form as Mortgagee may require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Mortgagee may reasonably require. Without the prior written consent of Mortgagee, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items. Upon Mortgagor's breach of any covenant or agreement of Mortgagor contained in this instrument, including the covenants to pay when due all sums secured by this instrument, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code and, at Mortgagee's option, may also invoke the remedies provided elsewhere in this instrument as to such items. In exercising any of said remedies Mortgagee may proceed against the items of real property and any items of personal property specified above as part of the Mortgaged Property separately or together and in any order whatsoever, without in any way

affecting the availability of Mortgagees remedies under the Uniform Commercial Code or of the remedies provided elsewhere in this instrument.

17. If Mortgagor fails to pay any claim, lien or encumbrance which is superior to this mortgage (it being agreed by Mortgagor that any such failure shall constitute a breach or default hereunder), or when due, any tax or assessment or insurance premium, or to keep the Mortgaged Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein, including, but not limited to, eminent domain and bankruptcy or reorganization proceedings, then Mortgagee, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any such purposes Mortgagee may advance such sums of money, including all costs, reasonable attorney's fees and other items of expense as it deems necessary, and in so doing any funds advanced shall bear interest at the maximum rate provided by law and shall be due and repayable immediately without demand, and any such expenditures shall be secured by the lien of this mortgage. In such event, Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held accountable for any delay in making any such payment, which delay may result in any additional interest, costs, charges, expenses or otherwise. Mortgagee shall be subrogated for further security to the lien of any and all liens or encumbrances paid out of the proceeds of the loan secured by this mortgage, even though the lien or encumbrances are to be paid from such proceeds and to be released.

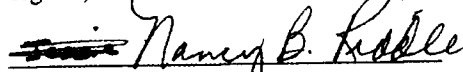
18. If a construction and/or development loan agreement or commitment between Mortgagor and Mortgagee is being executed contemporaneously herewith (or if Mortgagee's performance under any such previously existing agreement is intended by Mortgagor and Mortgagee to be secured hereby), then Mortgagor hereby covenants that it will comply with all of the terms, provisions and covenants of said construction and/or development loan agreement or commitment, will diligently construct the improvements pursuant to the terms thereof, all of the terms thereof which are incorporated herein by reference as though set forth fully herein, and Mortgagor will permit no defaults to occur thereunder and if a default shall occur thereunder, it shall constitute a default under this mortgage and the note.

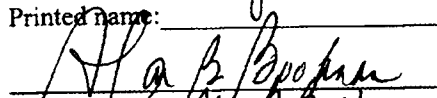
19. That this mortgage pertains to real property situate, lying and being in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida.

Wherever used herein the terms "Mortgagor" and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one. Wherever used the singular numbers shall include the plural and the plural the singular, and the use of any gender shall include all genders.

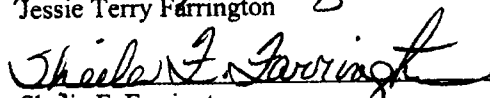
IN WITNESS WHEREOF, I have hereunto set my hand and seal this 23<sup>rd</sup> day of June, 2003.

Signed, sealed and delivered in the presence of:

  
Printed name: Nancy B. Kiddle

  
Printed name: Alden P. Povikman

  
Jessie Terry Farrington

  
Sheila F. Farrington

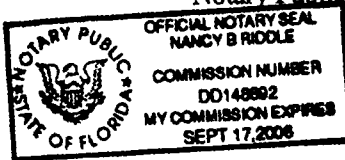
OR BK 5173 PG0728  
Escambia County, Florida  
INSTRUMENT 2003-114442

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this th Day of 23rd Day of June,  
2003, 23rd Day of June, 2003, by Jessie Terry Farrington, who is personally known to me or who  
produced Fl Drivers License as identification.

Nancy B. Riddle  
Notary Public.

(Notary Seal)



Escambia

RCD Jun 30, 2003 03:39 pm  
Escambia County, Florida  
ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2003-114442

10  
OR BK 5506 PG1669  
Escambia County, Florida  
INSTRUMENT 2004-291822

IN THE COUNTY COURT OF ESCAMBIA COUNTY, FLORIDA  
- SMALL CLAIMS DIVISION -

RCD Oct 12, 2004 04:13 pm  
Escambia County, Florida

COLLECTION SERVICES, INC.,

Plaintiff,

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2004-291822

vs.

Case No.: 2004 SC 003359

Division: IV

SHEILA FAYE FARRINGTON,

Defendant.

OR BK 5512 PG0652  
Escambia County, Florida  
INSTRUMENT 2004-295011

RCD Oct 22, 2004 02:28 pm  
Escambia County, Florida

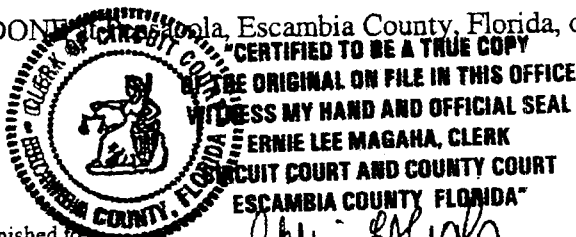
**FINAL JUDGMENT AGAINST SHEILA FAYE FARRINGTON**

It is adjudged that plaintiff, Collection Services, Inc., 116 S. Baylen Street, Pensacola, FL 32502-5810, recovers from defendant, Sheila Faye Farrington, the sum of \$1,602.45 on principal, \$160.25 for attorney's fees with costs in the sum of \$132.00, and prejudgment interest in the sum of \$150.45, making a total of \$2045.15 that shall bear interest at the rate of 7% a year, for which let execution issue.

It is further ordered and adjudged that Sheila Faye Farrington shall complete Florida Small Claims Rules Form 7.343 (Fact Information Sheet) and return it to plaintiff's attorney within 45 days from the date of this final judgment, unless the final judgment is satisfied or a motion for new trial or notice of appeal is filed.

Jurisdiction of this case is retained to enter further orders that are proper to compel the defendant to complete Form 7.343 and return it to the plaintiff's attorney within the specified time.

DONE at Pensacola, Escambia County, Florida, on the 9 day of October 2004.



*[Signature]*  
County Court Judge

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2004-295011

Copies furnished to:

BY: *[Signature]* D.C.

William J. Green, Esquire  
McDonald Fleming Moorhead  
4300 Bayou Boulevard - Suite 13  
Pensacola, FL 32503-2671  
(850) 477-0660 (Fax) 477-2093

Sheila Faye Farrington  
1805 W. 10 Mile Road  
Cantonment, FL 32533-7758  
(904) 484-4105

COUNTY CIVIL DIVISION  
FILED & RECORDED

2004 OCT -8 P 1:17

ERNIE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING  
NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 05319 of 2011

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby  
certify that I did on January 30, 2014, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

|  |  |
|--|--|
| JESSIE T FARRINGTON<br>60 CULPEPPER ST<br>CANTONMENT, FL 32533   | SHEILA F FARRINGTON<br>60 CULPEPPER ST<br>CANTONMENT, FL 32533   |
| NINE MILE RANCH INC<br>120 E MAIN ST STE A<br>PENSACOLA FL 32502 | COLLECTION SERVICES INC<br>116 S BAYLEN ST<br>PENSACOLA FL 32502 |

WITNESS my official seal this 30th day of January 2014.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

## WARNING

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 March 3, 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 DUNDEE LIEN holder of Tax Certificate No. 05319, issued the 1st day of June, A.D., 2011 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 9 BLK M MILESTONE PHASE 2 PB 15 P 43/43 A-C OR 5173 P 719

SECTION 01, TOWNSHIP 1 S, RANGE 31 W

TAX ACCOUNT NUMBER 090002452 (14-191)

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

JESSIE T FARRINGTON and SHEILA F FARRINGTON

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 March, which is the 3rd day of March 2014.

Dated this 30th day of January 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.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

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**Post Property:**

**27 NEW MARKET ST 32533**



**PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA**

By:  
Emily Hogg  
Deputy Clerk

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### Personal Services:

**JESSIE T FARRINGTON**  
60 CULPEPPER ST  
CANTONMENT, FL 32533

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA



By:  
Emily Hogg  
Deputy Clerk

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### Personal Services:

**SHEILA F FARRINGTON**  
60 CULPEPPER ST  
CANTONMENT, FL 32533

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA



By:  
Emily Hogg  
Deputy Clerk

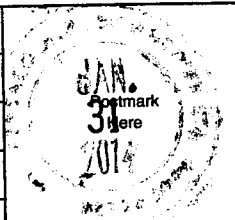
7008 1830 0000 0243 4491

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| Restricted Delivery Fee<br>(Endorsement Required) |         |
| Total Postage & Fees                              | \$ 6.49 |



Sent To: SHEILA F FARRINGTON [14-191]  
 Street, or PO: 60 CULPEPPER ST  
 City, S: CANTONMENT, FL 32533

PS Form Instructions

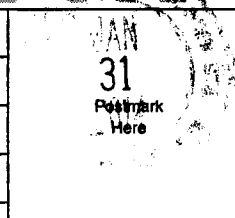
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| Restricted Delivery Fee<br>(Endorsement Required) |         |
| Total Postage & Fees                              | \$ 6.49 |



Sent To: NINE MILE RANCH INC [14-191]  
 Street, or PO: 120 E MAIN ST STE A  
 City, S: PENSACOLA FL 32502

PS Form Instructions

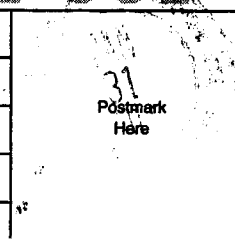
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Sent To: JESSIE T FARRINGTON [14-191]  
 Street, or PO: 60 CULPEPPER ST  
 City, S: CANTONMENT, FL 32533

PS Form Instructions

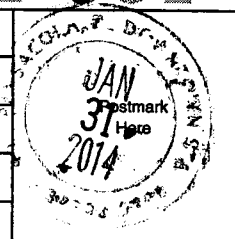
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Sent To: COLLECTION SERVICES INC [14-191]  
 Street, or PO: 116 S BAYLEN ST  
 City, S: PENSACOLA FL 32502

PS Form Instructions

11/5319