

TAX COLLECTOR'S CERTIFICATION

APR 25, 2014 140191

This is to certify that the holder listed below of Tax Sale Certificate Number 2012/ 108.000, Issued the 01st day of June, 2012, and which encumbers the following described property in the county of Escambia County Tax Collector State of Florida, to-wit:

01-0869-000

Cert US BANK AS CUST FOR CAZ CREEK
Holder PO BOX 645132
 LOCKBOX # 005132
 CINCINNATI OH 45264

Property ERRINGTON KENNETH M &
Owner ERRINGTON PATRICIA
 4001 TOM LANE DR
 PENSACOLA FL 32504

LT 28 BLK 7A
 OR 80 P 729
 BELVEDERE PARK UNIT NO 2
 PB 5 P 26
 OR 6569 P 1629

SEC 9/11 T 1S R 29 W

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 Application:

| Certificate | Date of Sale | Face Amount | T/C Fee | Interest | Total |
|---------------|--------------|-------------|---------|----------|----------|
| 2012/ 108.000 | 06/01/2012 | 2,074.51 | 0.00 | 103.73 | 2,178.24 |

Certificates Redeemed by Applicant in Connection With This Tax Deed Application or included (County) in connection with this Tax Deed Application:

| Certificate | Date of Sale | Face Amount | T/C Fee | Interest | Total |
|--------------|--------------|-------------|---------|----------|----------|
| 2013/ 90.000 | 06/01/2013 | 1,982.57 | 6.25 | 99.13 | 2,087.95 |

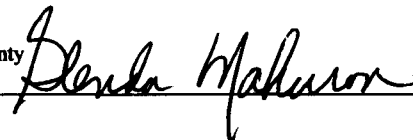
1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or included (County) 4,266.19
2. Total of Delinquent Taxes Paid by Tax Deed Applicant
3. Total of Current Taxes Paid by Tax Deed Applicant .{2013} 1,830.11
4. Ownership and Encumbrance Report Fee 250.00
5. Total Tax Deed Application Fee 75.00
6. Total Certified By Tax Collector To Clerk of Court 6,421.30
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. Total of Lines 12 thru 14 (Statutory Opening Bid)
16. Redemption Fee 6.25
17. Total Amount to Redeem

* Done this the 05th day of May, 2014

TAX COLLECTOR OF Escambia County Tax Collector County

Date of Sale: December 1, 2014

By



* This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.

NOTICE TO TAX COLLECTOR OF APPLICATION FOR TAX DEED

To: Tax Collector of Escambia County Tax Collector County : Janet Holley

In accordance with the Florida Statutes, I, US BANK AS CUST FOR CAZ CREEK
PO BOX 645132
LOCKBOX # 005132
CINCINNATI OH 45264

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

| Certificate No. | Property No. | Date | Legal Description |
|-----------------|--------------|------------|--|
| 2012/ 108.000 | 01-0869-000 | 06/01/2012 | LT 28 BLK 7A OR 80 P 729 BELVEDERE PARK UNIT NO 2 PB 5 P 26 OR 6569 P 1629 SEC 9/11 T 1S R 29 W |

I agree to pay all delinquent taxes, redeem all outstanding tax 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 tax collector's fees, ownership and encumbrance report 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.

April 25, 2014

Applicant's Signature

Date

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

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

| Certificate No. | Parcel ID Number | Date | Legal Description |
|-----------------|------------------|------------|---|
| 108.0000 | 01-0869-000 | 06/01/2012 | LT 28 BLK 7A OR 80 P 729 BELVEDERE PARK UNIT NO 2 PB 5 P 26 OR 6569 P 1629 SEC 9/11 T 1S R 29 W |

2013 TAX ROLL

ERRINGTON KENNETH M & ERRINGTON
PATRICIA
4001 TOM LANE DR
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.

MTAGCaz (Flor Anne Militar)

Applicant's Signature

04/25/2014

Date

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

14-859

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 11457

September 2, 2014

Escambia County Tax Collector

P.O. Box 1312

Pensacola, Florida 32591

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 09-02-1994, through 09-02-2014, and said search reveals the following:

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

Kenneth M. Errington and Patricia Errington, 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 2, 2014

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 11457

September 2, 2014

**Lot 28, Block 7A, Unit No. 2, Belvedere Park, as per plat thereof, recorded in Plat Book 5,
Page 26, of the Public Records of Escambia County, Florida**

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 11457

September 2, 2014

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

1. That certain mortgage executed by Kenneth M. Errington and Patricia Errington, husband and wife in favor of Thomas J. and Lynn B. Hayes, husband and wife dated 03/12/2010 and recorded 03/16/2010 in Official Records Book 6569, page 1631 of the public records of Escambia County, Florida, in the original amount of \$100,000.00.
2. Taxes for the year 2011-2013 delinquent. The assessed value is \$97,352.00. Tax ID 01-0869-000.

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: 12-1-2014

TAX ACCOUNT NO.: 01-0869-000

CERTIFICATE NO.: 2012-108

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

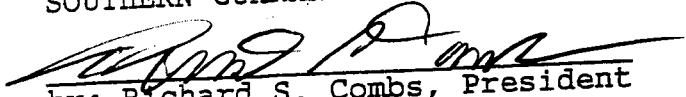
 X Homestead for tax year.

Kenneth M. Errington
Patricia Errington
4001 Tom Lane
Pensacola, FL 32504

Thomas J. and Lynn B. Hayes
5122 Gull Point Rd.
Pensacola, FL 32504

Certified and delivered to Escambia County Tax Collector,
this 10th day of September, 2014.

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.

THIS INSTRUMENT PREPARED BY:

Denis A. Braslow
Attorney at Law
917 N. 12th Avenue
Pensacola, FL 32501

Parcel ID Number: 09-18-29-1000-028-008

Warranty Deed

This Indenture, Made this 12th day of March, 2010 A.D., Between
Richard E. Mertins, Jr., Steve D. Mertins, and Michael D. Mertins, as
Trustees of the Richard E. Mertins Revocable Trust, dated January 26,
1990
of the County of Escambia, State of Florida, grantors, and
Kenneth M. Errington and Patricia Errington, husband and wife
whose address is: 4001 Tom Lane, Pensacola, FL 32504

of the County of Escambia, State of Florida, grantees.
Witnesseth that the GRANTORS, for and in consideration of the sum of

----- DOLLARS,
and other good and valuable consideration to GRANTORS in hand paid by GRANTEES, the receipt whereof is hereby acknowledged, have
granted, bargained and sold to the said GRANTEES and GRANTEES' heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of Escambia, State of Florida to wit:

Lot 28, Block 7A, Unit No. 2, Belvedere Park, a subdivision in a
portion of Sections 9 and 11, Township 1 South, Range 29 West,
according to plat thereof recorded in Plat Book 5 at page 26 in the
public records of Escambia County, Florida.

and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

Richard E. Mertins Revocable Trust,
dated January 26, 1990

Printed Name: DENIS BRASLOW
Witness

By: [Signature] Trustee (Seal)

Richard E. Mertins, Jr.

Trustee

P.O. Address:

Printed Name: Terrie Langham
Witness

By: S. Mertins, TRUSTEE (Seal)

Steve D. Mertins, Trustee

P.O. Address:

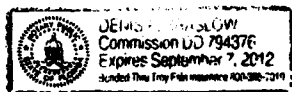
[Signature] Trustee (Seal)

Michael D. Mertins, Trustee

P.O. Address:

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 12th day of March, 2010 by
Richard E. Mertins, Jr., Steve D. Mertins, and Michael D. Mertins, as
Trustees on behalf of said Florida trust
who are personally known to me or who have produced their Florida driver's license as identification.



Printed Name: _____
Notary Public

My Commission Expires: _____

THIS INSTRUMENT PREPARED BY:

Denis A. Braslow
Attorney at Law
917 N. 12th Avenue
Pensacola, FL 32501

Real Estate Mortgage

THIS MORTGAGE made this **12th** day of **March** A.D. **2010** between
Kenneth M. Errington and Patricia Errington, husband and wife

herein called Mortgagor, in consideration of the sum named in the promissory note herein described received from
Thomas J. Hayes and Lynn B. Hayes, husband and wife

herein called Mortgagee, (the terms "Mortgagor" and "Mortgagee" include all parties in each capacity to this instrument and their respective heirs, personal representatives, successors and assigns; the term "note" includes all promissory notes described herein) Mortgagor hereby mortgages to Mortgagee the real property in **Escambia** County, **Florida**, described as:

Lot 28, Block 7A, Unit No. 2, Belvedere Park, a subdivision in a portion of Sections 9 and 11, Township 1 South, Range 29 West, according to plat thereof recorded in Plat Book 5 at page 26 in the public records of Escambia County, Florida.

THIS MORTGAGE SECURES ONE (1) PROMISSORY NOTE OF EVEN DATE HEREWITH IN THE ORIGINAL PRINCIPAL AMOUNT OF \$100,000.00, PAYABLE ACCORDING TO ITS TERMS.

Prepayment may be made at any time without penalty.

If a conveyance should be made by the Mortgagor of the premises herein described, or any part thereof, without prior written consent of the Mortgagee and upon the terms and at such rate as Mortgagee shall request, then in such event, and at the option of the Mortgagee, all sums of money secured hereby shall immediately and concurrently with such conveyance become due and payable.

Failure by the Mortgagors herein to comply with the tax and insurance requirements set forth herein shall be a material breach of this mortgage, for which the Mortgagee would have the right to

(Continued on Attached)

TOGETHER with all easements, connected therewith, improvements now or hereafter made thereon, fixtures attached thereto, any furniture or furnishings located thereon or therein and any reversions, remainders, rents, issues and profits thereof as security for the payment of the promissory note, a copy of which is attached.

AND Mortgagor hereby covenants:

1. That Mortgagor is in actual possession and seized of said real property in fee simple with full power and lawful right to mortgage the same; that said property is free from all liens and encumbrances except as set forth herein; that Mortgagor fully warrants the title to said real property and will defend the same against lawful claims of all persons whomsoever.
2. To pay all money required by said note and this mortgage, or either, promptly when due.
3. To pay all taxes, assessments, levies, liabilities, obligations and encumbrances of every description now on or which may hereafter accrue on said property, this mortgage and the debt secured hereby, or any of these, when due. If any part thereof is not paid when due, Mortgagee may pay it without waiving the option to foreclose this mortgage or any other right hereunder.
4. To pay all costs and expenses together with reasonable attorney's fees (including appellate proceedings) incurred by Mortgagee because of any default by Mortgagor under this mortgage and said note, or either.
5. To keep the improvements now or hereafter on said property insured against loss by fire or other hazards included in the terms "extended coverage" and "other perils" in the amount secured by this mortgage by an insurer approved by Mortgagee. The policy shall be held by and made payable to Mortgagee by standard New York mortgagee clause without contribution as Mortgagee's interest may appear. If any money becomes payable under such policy, then all checks for said money will be made payable to Mortgagor and Mortgagee and the proceeds shall be first applied to restore the mortgaged property to the condition it was immediately before the loss occurred and if there be any excess or if the property not so restored then Mortgagee may apply the same to the payments last due on the debt secured hereby or may permit Mortgagor to use it, or any part thereof, for other purposes without waiving or impairing any lien or right hereunder. If Mortgagor fails to obtain such policy, Mortgagee may procure it and pay therefor without waiving the option to foreclose this mortgage or any other right hereunder.
6. To permit, commit or suffer no waste, impairment or deterioration of said property or any part thereof.
7. That if said property, or any part thereof, is taken by eminent domain, Mortgagee shall have the right to receive and apply all money paid for such taking to the payments last due on the debt secured hereby or may permit Mortgagor to use it, or any part thereof, for other purposes without waiving or impairing any lien or right under this mortgage. If the remaining part of said property is inadequate security for the unpaid balance of said debt, Mortgagee may accelerate payment thereof immediately.
8. That if Mortgagee shall hold another mortgage or lien on said property, a default under such other mortgage or lien shall constitute a default under this mortgage also. Any default under this mortgage shall likewise constitute a default under such other mortgage or lien. If foreclosure proceedings under any mortgage or lien (whether held by Mortgagee or another) affecting said property are instituted, this shall constitute a default under this mortgage.
9. That Mortgagee may forbear to enforce defaults under this mortgage and said note, or either, or may extend the time for payment of any money secured hereby or may take other or additional security and may deal directly with any owner of said property in all respects pertaining to this mortgage and said note, or either, without notice to or the consent of any person liable under this mortgage and said note, or either, and without discharging or affecting the liability of any person liable under this mortgage and said note, or either.

Real Estate Mortgage - Page 2

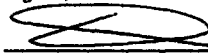
10. That the rents, profits, income, issues and revenues of said property (including any personal property located thereon or therein) are assigned and pledged as further security for the payment of the debt secured hereby with the right (but no duty) on the part of Mortgagee to demand and receive and apply them on said debt at any time after a default hereunder. If suit is instituted to foreclose or reform this mortgage or to determine the validity or priority thereof, Mortgagee shall be entitled to appointment of a receiver pendente lite without notice for said property and of all rents, income, profits, issues and revenue thereof. It is covenanted and agreed that the court shall forthwith appoint a receiver of said property and of such rents, income, profits, issues and revenues. Such appointment shall be made as a matter of strict right to Mortgagee without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of Mortgagor.


11. That if any dispute arises involving said note and this mortgage, or either, wherein Mortgagee incurs any costs (regardless of whether or not legal proceedings are instituted) or if any action or proceeding (including appellate proceedings) shall be maintained by any person other than Mortgagee wherein Mortgagee is made a party, all expenses incurred by Mortgagee to prosecute or defend the rights created by this mortgage and said note, or either, together with reasonable attorney's fees and costs, whether same be rendered for negotiation, trial or appellate work, shall be paid by Mortgagor.

12. That if any money secured hereby is not fully paid within **THIRTY (30)** days after it becomes due, or if any covenant or agreement of said note and this mortgage, or either, is breached, Mortgagee shall have the option to accelerate payment of the entire principal and any other money secured hereby as immediately due and payable without notice. Time is of the essence of this mortgage. Any payment made by Mortgagee under paragraphs 3, 4, 5, or 11 shall bear interest at the maximum legal rate from the date of payment and shall be secured by this mortgage. No waiver of or failure to enforce any default or obligation under this mortgage and said note, or either, shall constitute a waiver of any subsequent default or of the terms of either instrument. If there is any conflict between the terms of this mortgage and said note, the terms of this mortgage shall prevail.



In Witness Whereof, the mortgagors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:



Dennis A. Braslow
 Witness


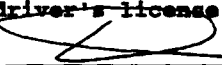
Terrie Langham
 Witness


 _____ (Seal)
Kenneth M. Errington
 P.O. Address:

 _____ (Seal)
Patricia Errington
 P.O. Address:

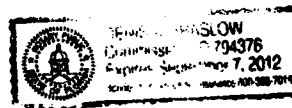
STATE OF **Florida**
 COUNTY OF **Escambia**

The foregoing instrument was acknowledged before me this **12th** day of **March**, 2010 by **Kenneth M. Errington and Patricia Errington, husband and wife**

who are personally known to me or who have produced their **Florida driver's license** as identification.



Printed Name:
Notary Public
 My Commission Expires:



Real Estate Mortgage - Page 3

foreclosure.

Mortgagor will provide to Mortgagee proof of renewal of insurance coverage at each renewal period.