

TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Apr 29, 2014 / 140283

This is to certify that the holder listed below of Tax Sale Certificate Number **2012 / 2161.0000** , issued the **1st day of June, 2012**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 04-0859-116**

Certificate Holder:
SUNSHINE STATE CERTIFICATES IV BANKUNITED, TRUSTEE
7900 MIAMI LAKES DRIVE WEST
MIAMI LAKES, FLORIDA 33016

Property Owner:
CLARKE MICHELLE LYNN CLARKE JOHN L III
3033 LAKE POINTE CIR
PENSACOLA , FLORIDA 32505

Legal Description:

LT 7 BLK D MARCUS POINTE S/D PB 14 P 48/48A ALL LAND LYING FROM REAR LT LINES LAKEWARD TO HIGH WATER LI OF CRESCENT LAKE FROM REAR LT CORNERS ALG EXT ...

See attachment for full legal description.

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
2012	2161.0000	06/01/12	\$4,183.72	\$0.00	\$209.19	\$4,392.91

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	1962.0000	06/01/13	\$3,930.57	\$6.25	\$196.53	\$4,133.35

- Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
- Total of Delinquent Taxes Paid by Tax Deed Application
- Total of Current Taxes Paid by Tax Deed Applicant (2013)
- Ownership and Encumbrance Report Fee
- Tax Deed Application Fee
- Total Certified by Tax Collector to Clerk of Court
- Clerk of Court Statutory Fee
- Clerk of Court Certified Mail Charge
- Clerk of Court Advertising Charge
- Sheriff's Fee
-
- Total of Lines 6 thru 11
- Interest Computed by Clerk of Court Per Florida Statutes.....(%)
- One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S.
- Statutory (Opening) Bid; Total of Lines 12 thru 14
- Redemption Fee
- Total Amount to Redeem

\$8,526.26
\$0.00
\$3,497.07
\$250.00
\$75.00
\$12,348.33
\$12,348.33
\$127,287.50
\$6.25

*Done this 29th day of April, 2014

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By

Shirley Rich, CFCA
Senior Deputy Tax Collector

Date of Sale:

3rd November 2014

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

FORM 513
(r.12/00)

TAX COLLECTOR'S CERTIFICATION

APPLICATION DATE

4/29/2014

FULL LEGAL DESCRIPTION
Parcel ID Number: 04-0859-116

May 07, 2014
Tax Year: 2011
Certificate Number: 2161.0000

LT 7 BLK D MARCUS POINTE S/D PB 14 P 48/48A ALL LAND LYING FROM REAR LT LINES LAKEWARD TO HIGH
WATER LI OF CRESCENT LAKE FROM REAR LT CORNERS ALG EXTN OF SIDE PROP LINES TO HIGH WATER LI
OF LAKE OR 6363 P 741 OR 6360 P 545

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**SUNSHINE STATE CERTIFICATES IV BANKUNITED,
TRUSTEE
7900 MIAMI LAKES DRIVE WEST
MIAMI LAKES, Florida, 33016**

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
2161.0000	04-0859-116	06/01/2012	LT 7 BLK D MARCUS POINTE S/D PB 14 P 48/48A ALL LAND LYING FROM REAR LT LINES LAKEWARD TO HIGH WATER LI OF CRESCENT LAKE FROM REAR LT CORNERS ALG EXTN OF SIDE PROP LINES TO HIGH WATER LI OF LAKE OR 6363 P 741 OR 6360 P 545

2013 TAX ROLL

CLARKE MICHELLE LYNN CLARKE JOHN L III
3033 LAKE POINTE CIR
PENSACOLA , Florida 32505

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

gbranse (Gary Branse)
Applicant's Signature

04/29/2014
Date

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

14-822

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 11422

August 12, 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 08-12-1994, through 08-12-2014, and said search reveals the following:

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

Dustin J. Cook and Myra L. Cook, 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: 

August 12, 2014

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 11422

August 12, 2014

391S300100007004 - Full Legal Description

LT 7 BLK D MARCUS POINTE S/D PB 14 P 48/48A ALL LAND LYING FROM REAR LT LINES LAKEWARD TO
HIGH WATER LI OF CRESCENT LAKE FROM REAR LT CORNERS ALG EXTN OF SIDE PROP LINES TO HIGH
WATER LI OF LAKE OR 6363 P 741 OR 6360 P 545

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 11422

August 12, 2014

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

1. That certain mortgage executed by Dustin J. Cook and Myra L. Cook, husband and wife in favor of Citadell Servicing Corp. dated 06/06/2014 and recorded 06/06/2014 in Official Records Book 7179, page 579 of the public records of Escambia County, Florida, in the original amount of \$112,500.00.
2. Taxes for the year 2011-2013 delinquent. The assessed value is \$258,393.00. Tax ID 04-0859-116.

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: 11-03-2014

TAX ACCOUNT NO.: 04-0859-116

CERTIFICATE NO.: 2012-2161

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

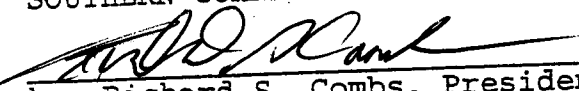
 X Notify City of Pensacola, P.O. Box 12910, 32521
 X Notify Escambia County, 190 Governmental Center, 32502
 X Homestead for 2013 tax year.

Dustin J. Cook
Myra L. Cook
3033 Lake Pointe Circle
Pensacola, FL 32505

Citadel Servicing Corp.
15707 Rockfield Blvd., Ste 320
Irvine, CA 92618

Certified and delivered to Escambia County Tax Collector,
this 13th day of August, 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.

Prepared by and Return to Teri Kitchen,
an employee of First International Title, Inc.
4300 Bayou Blvd., Suite 7
Pensacola, FL 32503
File No.: 43406-58

WARRANTY DEED

This indenture made on April 30, 2014, by Michelle Lynn Clarke, a single woman, whose address is 709 N. H. Burn Pensacola, 32514 John Lawrence Clarke, III, a single man and Bruce Chadwick Clarke, a single man whose address is: 1355 Meadowlark Lane, SE

Apt 385, Rio Rancho, NM 87124 hereinafter called the "grantor",

to Dustin J. Cook and Myra L. Cook, husband and wife husband and wife whose address is: 3033 Lake Pointe Circle, Pensacola, FL 32505 hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$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, to-wit:

Lot 7, Block D, MARCUS POINTE SUBDIVISION, according to the Plat thereof, recorded in Plat Book 14, Page(s) 48 of the Public Records of Escambia County, Florida.

and

A parcel of land lying in Section 44, Township 1 South, Range 30 West, Escambia County, Florida, described as follows: All of that land lying from the rear lot line of Lot 7, Block D, MARCUS POINTE SUBDIVISION, as recorded in Plat Book 14, Page 48, of the Public Records of Escambia County, Florida, lakeward to the ordinary high water mark of Crescent Lake as measured from the rear lot corners along the extensions of the side property lines of said Lot to the aforesaid high water mark of Crescent Lake.

Parcel Identification Number: 391S300100007004

The land is not the homestead of the Grantor under the laws and Constitution of the State of Florida and neither the Grantor nor any person(s) for whose support the Grantor is responsible reside on or adjacent to the land.

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2013.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

John Lawrence Clarke, III
John Lawrence Clarke, III

Bruce Chadwick Clarke
Bruce Chadwick Clarke

Signed, sealed and delivered in our presence:

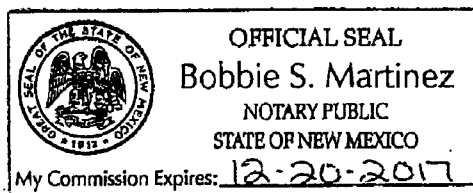
Anne Duran
Witness Signature
Print Name: Anne Duran

Doris S Wells
Witness Signature
Print Name: Doris S Wells

State of New Mexico
County of Sandoval

The Foregoing Instrument Was Acknowledged before me on April 22, 2014 by John Lawrence Clarke, III and Bruce Chadwick Clarke, who is/are personally known to me or who has/have produced a valid New Mexico Drivers License as Identification.

Bobbie S. Martinez
Notary Public
Printed Name: Bobbie Martinez
My Commission expires: 12-20-2017




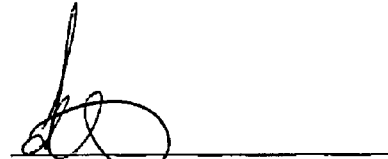
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31st of 2013.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.


Michelle Lynn Clarke


Signed, sealed and delivered in our presence:


Witness Signature
Print Name: Lisa B. Weeks


Witness Signature
Print Name: Teri L. Kitchen

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me on 6/26/14, by
Michelle Lynn Clarke, a single woman, who is/are personally known to me or who has/have
produced a valid Passport as identification.


Notary Public
Printed Name:
My Commission expires:



Residential Sales Abutting Roadway Maintenance Disclosure

ATTENTION: Pursuant to the Escambia County Code of Ordinance Chapter 1-29.2, Article V, Sellers of Residential lots are required to disclose to Buyers whether abutting roadways will be maintained by Escambia County. The disclosure may additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet County standards. Escambia County Code of Ordinance Chapter 1-29.2, Article V, requires this disclosure be attached along with other attachments to the Deed or other method of conveyance required to be made a part of the Public Records of Escambia County, Florida.

Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statement.

Name of Roadway: Lake Pointe Circle

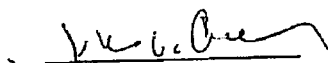
Legal Address of Property: Lake Pointe Circle

The County ☒ has accepted ☐ has not accepted the abutting roadway for maintenance.


This form is completed by: First International Title
4300 Bayou Blvd., Suite 7
Pensacola, FL 32503

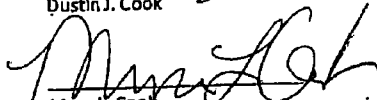
Signed, sealed and delivered in our presence:


Michelle Lynn Clarke


John Lawrence Clarke, III


Bruce Chadwick Clarke


Dustin J. Cook


Myra L. Cook

This Instrument Prepared By:
LENDER

After Recording Return To:
CITADEL SERVICING CORPORATION
15707 ROCKFIELD BLVD., SUITE 320
IRVINE, CALIFORNIA 92618
Loan Number: 6001645

First International Title
4300 Bayou Blvd Suite 7
Pensacola, FL 32503

(Space Above This Line For Recording Data)

Corrective
MORTGAGE

MIN: 100741900060016451

MERS Phone: 888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JUNE 6, 2014, together with all Riders to this document.

(B) "Borrower" is DUSTIN J. COOK AND MYRA L. COOK, HUSBAND AND WIFE

This Mortgage is being re-recorded to add Intangible Taxes

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is CITADEL SERVICING CORPORATION

Lender is a CORPORATION organized
and existing under the laws of CALIFORNIA
Lender's address is 15707 ROCKFIELD BLVD., SUITE 320, IRVINE, CALIFORNIA
92618

(E) "Note" means the promissory note signed by Borrower and dated JUNE 6, 2014
The Note states that Borrower owes Lender ONE HUNDRED TWELVE THOUSAND FIVE
HUNDRED AND 00/100 Dollars (U.S. \$ 112,500.00) plus interest.
Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than
JULY 1, 2044

- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Adjustable Rate Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> 1-4 Family Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Other(s) [specify] |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

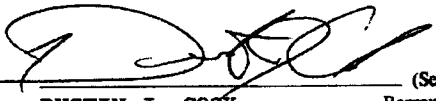
(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

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



(Seal)
DUSTIN J. COOK
-Borrower
6000 Forest Green Road,
Pensacola, FL 32505



(Seal)
MYRA L. COOK
-Borrower
6000 Forest Green Road,
Pensacola, FL 32505

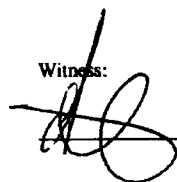
(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Witness:


Witness:


Escrow File No.: 43406-58

EXHIBIT "A"

Lot 7, Block D, MARCUS POINTE SUBDIVISION, according to the Plat thereof, recorded in Plat Book 14, Page(s) 48 of the Public Records of Escambia County, Florida.

and

A parcel of land lying in Section 44, Township 1 South, Range 30 West, Escambia County, Florida, described as follows: All of that land lying from the rear lot line of Lot 7, Block D, MARCUS POINTE SUBDIVISION, as recorded in Plat Book 14, Page 48, of the Public Records of Escambia County, Florida, lakeward to the ordinary high water mark of Crescent Lake as measured from the rear lot corners along the extensions of the side property lines of said Lot to the aforesaid high water mark of Crescent Lake.