

TAX COLLECTOR'S CERTIFICATION

This is to certify that the holder listed below of Tax Sale Certificate Number 2012/ 2164.000, 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:

Cert PALM TREE TAX 2, LLC
Holder PO BOX 37539
 BALTIMORE MD 21297

Property LEPINAY DENISE MARIE
Owner 2014 DOWNING DR
 PENSACOLA FL 32505

LT 8 BLK Q
 MARCUS POINTE 2ND ADDN
 PB 14 P 77
 OR 3325 P 460 OR 3509 P 590
 OR 4503 P 1451

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/ 2164.000	06/01/2012	2,640.40	0.00	132.02	2,772.42

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/ 1965.000	06/01/2013	2,450.85	6.25	122.54	2,579.64

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or included (County) 5,352.06
2. Total of Delinquent Taxes Paid by Tax Deed Applicant
3. Total of Current Taxes Paid by Tax Deed Applicant .{2013} 2,304.16
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 7,981.22
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. 89,333.00
15. Total of Lines 12 thru 14 (Statutory Opening Bid)
16. Redemption Fee 6.25
17. Total Amount to Redeem

* Done this the 12th day of May, 2014

Date of Sale: November 3, 2014 TAX COLLECTOR OF Escambia County Tax Collector County

By Condice deus

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

DR-512
R.05/88

Application Number: 140276

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
2164.0000	04-0860-114	06/01/2012	LT 8 BLK Q MARCUS POINTE 2ND ADDN PB 14 P 77 OR 3325 P 460 OR 3509 P 590 OR 4503 P 1451

2013 TAX ROLL

LEPINAY ROBERT L
2014 DOWNING DR
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.

PALMTREE (Omri Veader)

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

14-774

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 11398

August 5, 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 08-05-1994, through 08-05-2014, and said search reveals the following:

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

Denise Marie Lepinay

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 5, 2014

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 11398

August 5, 2014

Lot 8, Block Q, Marcus Pointe Subdivision Second Addition, as per plat thereof, recorded in Plat Book 14, Page 77, of the Public Records of Escambia County, Florida

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 11398

August 5, 2014

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

1. That certain mortgage executed by Robert L. Lepinay and Mary Lepinay, husband and wife, and Denise Marie Lepinay in favor of Compass Bank dated 08/31/2000 and recorded 09/21/2000 in Official Records Book 4607, page 1511 of the public records of Escambia County, Florida, in the original amount of \$182,450.00.
2. That certain mortgage executed by Marie and Robert L. Lepinay in favor of SouthTrust Bank dated 01/18/2002 and recorded 02/21/2002 in Official Records Book 4856, page 348 of the public records of Escambia County, Florida, in the original amount of \$202,000.00.
3. Homeowners Association Lien filed by Marcus Pointe Homeowners Association recorded in O.R. Book 6668, page 768, and O.R. Book 7093, page 1583.
4. Taxes for the year 2011-2013 delinquent. The assessed value is \$178,666.00. Tax ID 04-0860-114.

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.: 04-0860-114

CERTIFICATE NO.: 2012-2164

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.

Denise Marie Lepinay
2014 Downing Dr.
Pensacola, FL 32505

Compass Bank
10060 Skinner Lake Dr.
Jacksonville, FL 32246

Wells Fargo Bank
formerly SouthTrust Bank
P.O. Box 2233
Birmingham, AL 35201

and
P.O. Box 50010
Roanoke, VA 24022

Marcus Pointe HOA
429 S. Navy Blvd.
Pensacola, FL 32507

Certified and delivered to Escambia County Tax Collector,
this 6th 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.

IN THE CIRCUIT COURT FOR Escambia COUNTY,
FLORIDA PROBATE DIVISION

IN RE: ESTATE OF

Robert Louis Lepinay

File No. 2013CP742

Division F

Deceased.

ORDER DETERMINING HOMESTEAD
STATUS OF REAL PROPERTY
(testate - devised, heirs, no spouse
or minor child - exempt from claims)

PAM CHILDERS
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL
2013 JUL 23 P 3:03
PROBATE DIVISION
FILED & RECORDED

On the petition of Denise Marie Lepinay

for an order determining homestead status of real property (the "Property"), all interested persons having
been served proper notice of the petition and hearing, or having waived notice thereof, the court finds that:

1. The decedent died testate and was domiciled in Escambia
County, Florida;
2. The decedent was not survived by a spouse or minor child;
3. Decedent's homestead was devised to one or more heirs of the decedent;
4. At the time of death, the decedent owned and resided on the Property described in the

petition; it is

ADJUDGED that the following described Property:

Lot 8, Block Q, Marcus Pointe Subdivision Second Addition, a
subdivision of a portion of the Joseph Cruzat and Francisco
Deviller Grant, Section 39, Township 1 South, Range 30 West,
Escambia County, Florida according to Plat recorded in Plat
Book 14, at Page 77, of the Public Records of said County.

constituted the homestead of the decedent within the meaning of Section 4 of Article X of the Constitution of the State of Florida.

ADJUDGED FURTHER that, as of the decedent's date of death, the Property was validly devised to and the constitutional exemption from the claims of decedent's creditors inured to the following persons:

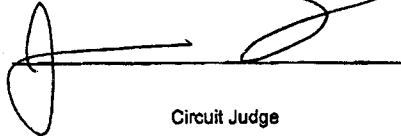
NAME	ADDRESS	RELATIONSHIP	SHARE
Denise Marie Lepinay	2014 Downing Dr., Pensacola	Daughter	100%

ADJUDGED FURTHER that the personal representative is authorized and directed to surrender all of the Property which may be in the possession or control of the personal representative to the persons named above, and the personal representative shall have no further responsibility with respect to it.

ORDERED on

July 22

2013



Circuit Judge

60301
58875
36490
2400
12875

2100030300

OR BK 4607 PG1511
Escambia County, Florida
INSTRUMENT 2000-772945

MTS DOC STAMPS PD & ESC CO \$ 638.75
09/21/00 EMILIE LEE WAGNER, CLERK

By: *[Signature]*

INTANGIBLE TAX PD & ESC CO \$ 364.90
09/21/00 EMILIE LEE WAGNER, CLERK

By: *[Signature]*

HOME EQUITY LINE MORTGAGE

BORROWER		MORTGAGOR	
ROBERT L LEPINAY MARY LEPINAY DENISE M LEPINAY		ROBERT L LEPINAY, AND HIS WIFE MARY LEPINAY DENISE M LEPINAY, AN UNMARRIED WOMAN	
ADDRESS		ADDRESS	
2014 DOWNING DRIVE PENSACOLA, FL 32505		2014 DOWNING DRIVE PENSACOLA, FL 32505	
TELEPHONE NO.	IDENTIFICATION NO.	TELEPHONE NO.	IDENTIFICATION NO.
(850) 473-9173	070241734	(850) 473-9173	070241734

In consideration of the loan or other credit accommodation hereinafter specified and any future advances or future Obligations, as defined herein, which may hereafter be advanced or incurred or other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby mortgages, grants, assigns, and conveys to **COMPASS BANK, 10060 SKINNER LAKE DRIVE, JACKSONVILLE, FL 32246**

("Lender"), its successors and assigns, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; all privileges, hereditaments, and appurtenances; all leases, licenses and other agreements; all rents, issues and profits; all water, well, ditch, reservoir and mineral rights and stock, and standing timber and crops pertaining to the real property (collectively, "Property") until payment in full of all Obligations secured hereby.

Moreover, in further consideration, Mortgagor does, for Mortgagor and Mortgagor's heirs, representatives, successors, and assigns, hereby expressly warrant, covenant, and agree with Lender, its successors and assigns as follows:

1. **OBLIGATIONS.** This Mortgage shall secure the payment and performance of all presently existing or future evidences of indebtedness, liabilities, obligations and covenants of Borrower or Mortgagor (collectively, "Obligations") to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

INTEREST RATE	PRINCIPAL AMOUNT / CREDIT LIMIT	FORCING / AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
VARIABLE	\$182,450.00	08/31/00	08/31/35		ELOC 030300

☐ all other presently existing or future evidences of indebtedness, liabilities, obligations, agreements, instruments, guaranties, or otherwise of Borrower or Mortgagor to Lender (whether executed for the same or different purposes than the foregoing); however, if securing such other indebtedness with the Property violates any state or federal law, rule, or regulation, including, but not limited to, failure to provide any right of rescission when required, Lender waives the security interest in the Property to the extent it causes any such violation;

(b) all amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing.

As used in this Paragraph 1, the terms Mortgagor and Borrower shall include and also mean any Mortgagor or Borrower if more than one.

2. **FUTURE ADVANCES.** This Mortgage shall secure not only existing indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of Lender or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, but such secured indebtedness shall not exceed at any time the maximum principal amount of **\$182,450.00**, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the mortgaged Property with interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of Lender or otherwise, may be made either prior to or after the due dates of the promissory notes or any other agreements secured by this Mortgage. This Mortgage is given for the specific purpose of securing any and all indebtedness by the Borrower and Mortgagor to Lender (but in no event shall the secured indebtedness exceed at any time the maximum principal amount set forth in this paragraph) in whatever manner this indebtedness may be evidenced or represented until this Mortgage is satisfied of record. All covenants and agreements contained in this Mortgage shall be applicable to all further advances made by Lender to Borrower or Mortgagor under this future advance clause.

3. **REPRESENTATIONS, WARRANTIES AND COVENANTS.** Mortgagor represents, warrants and covenants to Lender that:

(a) Mortgagor has fee simple marketable title to the Property and shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference, which Mortgagor agrees to pay and perform in a timely manner;

(b) Mortgagor is in compliance with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "Hazardous Materials" as defined herein, and other environmental matters (the "Environmental Laws"), and neither the federal government nor the state where the Property is located nor any other governmental or quasi governmental entity has filed a lien on the Property, nor are there any governmental, judicial or administrative actions with respect to environmental matters pending, or to the best of the Mortgagor's knowledge, threatened, which involve the Property. Neither Mortgagor nor, to the best of Mortgagor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any Hazardous Materials as defined herein, in connection with the Property or transported any Hazardous Materials to or from the Property. Mortgagor shall not commit or permit such actions to be taken in the future. The term "Hazardous Materials" shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to: (i) petroleum; (ii) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar state or federal statute, rule, regulation or ordinance now or hereafter in effect. Mortgagor shall not lease or permit the sublease of the Property to a tenant or subtenant whose operations may result in contamination of the Property with Hazardous Materials or toxic substances;

(c) All applicable laws and regulations including, without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101 et seq. (and all regulations promulgated thereunder) and all zoning and building laws and regulations relating to the Property by virtue of any federal, state or municipal authority with jurisdiction over the Property, presently are and shall be observed and complied with in all material respects, and all rights, licenses, permits, and certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses, and final inspection approvals), whether temporary or permanent, which are material to the use and occupancy of the Property, presently are and shall be obtained, preserved and, where necessary, renewed;

29. **NOTICE.** Except as otherwise required by law, any notice or other communication to be provided under this Mortgage shall be in writing and mailed to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by first class mail, postage prepaid, shall be deemed given the earlier of three (3) days after such notice is sent or when received by the person to whom such notice is being given.
30. **SEVERABILITY.** Whenever possible, each provision of this Mortgage shall be interpreted so as to be effective and valid under applicable state law. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.
31. **APPLICABLE LAW.** This Mortgage shall be governed by the laws of the state where the Property is located. Unless applicable law provides otherwise, Mortgagor consents to the jurisdiction and venue of any court selected by Lender, in its sole discretion, located in that state.
32. **NO THIRD-PARTY RIGHTS.** No person is or shall be a third-party beneficiary of any provision of the Mortgage. All provisions of the Mortgage in favor of Lender are intended solely for the benefit of Lender, and no third party shall be entitled to assume or expect that Lender will waive or consent to the modification of any provision of the Mortgage, in Lender's sole discretion.
33. **PRESERVATION OF LIABILITY AND PRIORITY.** Without affecting the liability of Borrower, Mortgagor, or any guarantor of the Obligations, or any other person (except a person expressly released in writing) for the payment and performance of the Obligations, and without affecting the rights of Lender with respect to any Property not expressly released in writing, and without impairing in any way the priority of this Mortgage over the interest of any person acquired or first evidenced by recording subsequent to the recording of this Mortgage, Lender may, either before or after the maturity of the Obligations, and without notice or consent: release any person liable for payment or performance of all or any part of the Obligations; make any agreement altering the terms of payment or performance of all or any part of the Obligations; exercise or refrain from exercising or waive any right or remedy that Lender may have under this Mortgage; accept additional security of any kind for any of the Obligations; or release or otherwise deal with any real or personal property securing the Obligations. Any person acquiring or recording evidence of any interest of any nature in the Property shall be deemed, by acquiring such interest or recording any evidence thereof, to have consented to all or any such actions by Lender.
34. **MISCELLANEOUS.** Time is of the essence in the performance of this agreement. Mortgagor waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Mortgagor in this Mortgage shall include all persons signing below. If there is more than one Mortgagor, their Obligations shall be joint and several. This Mortgage represents the complete integrated understanding between Mortgagor and Lender pertaining to the terms and conditions hereof.
35. **JURY TRIAL WAIVER.** LENDER AND MORTGAGOR HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF, OR BASED UPON, THIS MORTGAGE.
36. **ADDITIONAL TERMS:**

Mortgagor acknowledges that Mortgagor has read, understands, and agrees to the terms and conditions of this Mortgage, and acknowledges receipt of an exact copy of same.

Dated this 31st day of August, 2000

WITNESSES:

Susan Sullivan
Becky A. Godfrey
Susan Sullivan
Becky A. Godfrey
Susan Sullivan
Becky A. Godfrey

MORTGAGOR: ROBERT L LEPINAY

Robert L. Lepinay
ROBERT L LEPINAY
2014 DOWNING DRIVE
PENSACOLA, FL 32505
MORTGAGOR: MARY LEPINAY

Mary Lepinay
MARY LEPINAY
2014 DOWNING DRIVE
PENSACOLA, FL 32505
MORTGAGOR: DENISE M LEPINAY

Denise M. Lepinay
DENISE M LEPINAY
2014 DOWNING DRIVE
PENSACOLA, FL 32505
MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

RCD Sep 21, 2000 04:01 pm
Escambia County, Florida

STATE OF FLORIDA,

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 31st of August by Robert L Lepinay, Mary Lepinay and Denise M Lepinay

who are personally known to me or who have produced known as identification.



Becky A. Goudrey
Commission # 00831797
Expires May 2, 2003
Bonded Thru
Atlantic Bonding Co., Inc.

Notary Public

Becky A. Goudrey

STATE OF FLORIDA,

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____

who are personally known to me or who have produced _____ as identification.

Notary Public

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2000-772945

STATE OF FLORIDA,

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____

who are personally known to me or who have produced _____ as identification.

Notary Public

STATE OF FLORIDA,

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ by _____

who are personally known to me or who have produced _____ as identification.

Notary Public

SCHEDULE A

The following described real property located in the County of ESCAMBIA, State of Florida:

The street address of the Property (if applicable) is: 2014 DOWNING DRIVE
PENSACOLA, FL 32505

The legal description of the Property is:
LOT 8, BLOCK Q, MARCUS POINTE SUBDIVISION SECOND ADDITION, A SUBDIVISION OF A
PORTION OF THE JOSEPH CRUZAT AND FRANCISCO DEVILLER GRANT, SECTION 39, TOWNSHIP 1
SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT
BOOK 14 AT PAGE 77 OF THE PUBLIC RECORDS OF SAID COUNTY.

The permanent tax identification number of the Property is:

NONE

SCHEDULE B

THIS DOCUMENT WAS PREPARED BY: NINA THOMPSON, AN EMPLOYEE OF COMPASS BANK

After Recordation Return to:
COMPASS BANK
10060 SKINNER LAKE DRIVE
JACKSONVILLE, FL 32246

RECORDATION REQUESTED BY:

SouthTrust Bank
Cordova Office 917
4710 Bayou Blvd
Pensacola, FL 32503

WHEN RECORDED MAIL TO:

SouthTrust Bank, Loan Operations
Mortgage Recording - File Management
P O Box 2233
Birmingham, AL 35201

SEND TAX NOTICES TO:

MARIE LEPINAY
ROBERT L LEPINAY
2014 DOWNING DRIVE
PENSACOLA, FL 32505

20700
404w
33
1/14/02

OR BK 4856 PB0348
Escambia County, Florida
INSTRUMENT 2002-935007

MTB DOC STAMPS PD & ESC CO \$ 707.00
02/21/02 EMILIE LEE MARRA, CLERK
By: *[Signature]*

INTANGIBLE TAX PD & ESC CO \$ 404.00
02/21/02 EMILIE LEE MARRA, CLERK
By: *[Signature]*

This Mortgage prepared by:

Name: INGRID BROCK, Loan Processor
Company: SouthTrust Bank
Address: 234 Goodwin Crest Drive, Birmingham, AL 35209



076000000000950069218200011 3

MORTGAGE

FOR USE WITH SECURED REVOLVING CREDIT AGREEMENT

MAXIMUM LIEN. The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$202,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated January 18, 2002, is made and executed between MARIE LEPINAY and ROBERT L LEPINAY; HUSBAND AND WIFE (referred to below as "Grantor") and SouthTrust Bank, whose address is 4710 Bayou Blvd, Pensacola, FL 32503 (referred to below as "Lender").

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

ALL THAT CERTAIN PARCEL OF LAND SITUATED IN CITY OF PENSACOLA BEING KNOWN AS LOT 8, BLOCK Q, MARCUS POINTE SUBDIVISION, 2ND EDITION, PLAT BOOK 14, PAGE 77, RECORDED DATE 02/17/1992, AND BEING MORE FULLY DESCRIBED IN DEED BOOK 4503 PAGE 1451 RECORDED ON 12/16/1999 AMONG THE LAND RECORDS OF ESCAMBIA COUNTY, FL.

The Real Property or its address is commonly known as 2014 DOWNING DRIVE, PENSACOLA, FL 32505.

REVOLVING LINE OF CREDIT. Specifically, in addition to the amounts specified in the indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit under which, upon request by Grantor, Lender, within twenty (20) years from the date of this Mortgage, may make future advances to Grantor. Such future advances, together with interest thereon, are secured by this Mortgage. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in this Mortgage and any intermediate balance.

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

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

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

Possession and Use. Until Grantor's interest in any or all of the Property is foreclosed, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

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

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or



078000000000950089218200011 3

**MORTGAGE
(Continued)**

Page 7

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

RCD Feb 21, 2002 03:05 pm
Escambia County, Florida

x Marie Lepinay
MARIE LEPINAY, Individually

x Robert L. Lepinay
ROBERT L. LEPINAY, Individually

AKA Robert L. Lepinay

WITNESSES:

x Tracy M. Lott
Tracy M. Lott

x Hysa Repper
Hysa Repper

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-935007

INDIVIDUAL ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 18th day of Jan, 20 02
by MARIE LEPINAY and ROBERT L. LEPINAY, HUSBAND AND WIFE, who are personally known to me or who have produced Florida
Driver's License as identification and did / did not take an oath.

L150543235930
L150772240570



Lisa A. Hudson
(Signature of Person Taking Acknowledgment)

LISA A. HUDSON
(Name of Acknowledger Typed, Printed or Stamped)

FSR
(Title or Rank)

CC981676
(Serial Number, if any)

THIS INSTRUMENT PREPARED BY:
Suzanne Blankenship
Coastal Association Law Group, P.L.
139 E. Government Street
Pensacola, Florida 32502
(850) 466-3255
File No.: 13-10-1806

**CLAIM OF LIEN FOR GOLF COURSE
MAINTENANCE AND REPLACEMENT ASSESSMENT**

STATE OF FLORIDA

COUNTY OF ESCAMBIA

BEFORE ME, the undersigned notary public, personally appeared LINDA SORRELL, who was duly sworn and says that she is the President of the lienor, MARCUS POINTE HOMEOWNERS ASSOCIATION, INC. (the "Association"), whose address is, c/o myHomeSpot.com, 429 S. Navy Blvd., Pensacola, Florida 32507, and that in accordance with Article V of the Declaration of Covenants, Conditions and Restrictions of Marcus Pointe Subdivision, Located in the County of Escambia, State of Florida dated September 28, 1990, and recorded on October 3, 1990 in Official Records Book 2917, Page 683 et seq. of the public records of Escambia County, Florida, and all supplements and amendments thereto, the Association has provided maintenance and other services for the following described real property located in Escambia County, Florida:

Lot 8, Block Q, Marcus Pointe Subdivision Second Addition, a Subdivision of a portion of the Joseph Cruzat and Francisco Deviller Grant, Section 39, Township 1 South, Range 30 West, Escambia County, Florida according to plat recorded in Plat Book 14, at Page 77, of the Public Records of said County

upon which the Association asserts this lien.

Denise Marie Lepinay is the record owner of the above-described property. The property location and the owner's mailing address is 2014 Downing Drive, Pensacola, Florida 32505.

This Claim of Lien is to secure only the payment of the Golf Course Maintenance and Replacement Assessment against the owner by the undersigned Association in the following amount (less any partial payments applied in accordance with Florida law):

<u>Item</u>	<u>Amount</u>
Golf Course Maintenance and Replacement Assessment due 2/1/13	\$480.00

The foregoing assessment bears interest at the rate of eighteen percent (18%) per annum from the date the assessment became due, plus late charges, reasonable attorney's fees and costs incident to the collection and enforcement of this lien.

EXECUTED on the 24th day of October, 2013.

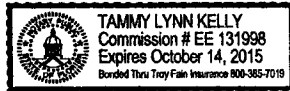
MARCUS POINTE HOMEOWNERS
ASSOCIATION, INC., a Florida not-for-profit
corporation

By: Linda Sorrell
LINDA SORRELL, its
President

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 24th day of October, 2013, by Linda Sorrell, as President of Marcus Pointe Homeowners Association, Inc.



Tammy Lynn Kelly
NOTARY PUBLIC
Print Name: Tammy Lynn Kelly

☒ Personally Known
OR

☐ Produced Identification
Type of Identification Produced _____

I HEREBY CERTIFY that a true copy of the foregoing Claim of Lien for Golf Course Maintenance and Replacement Assessment has been furnished by Certified U.S. Mail, Return Receipt Requested and Regular U.S. Mail, to Denise Marie Lepinay, 2014 Downing Drive, Pensacola, Florida 32505, on this 28th day of October, 2013.

Suzanne Blankenship
Suzanne Blankenship
Coastal Association Law Group, P.L.
139 E. Government Street
Pensacola, Florida 32502
(850) 466-3255
Attorneys for Marcus Pointe Homeowners
Association, Inc.

THIS INSTRUMENT PREPARED BY:
Suzanne Blankenship
Coastal Association Law Group, P.L.
139 E. Government Street
Pensacola, Florida 32502

**ASSIGNMENT OF CLAIMS OF LIEN FOR
GOLF COURSE MAINTENANCE AND REPLACEMENT ASSESSMENT**

STATE OF FLORIDA
COUNTY OF ESCAMBIA

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to MARCUS POINTE GOLF, LLC, whose address is 120 E. Main Street, Pensacola, Florida 32502, all its interest and rights under the following Claims of Lien for Golf Course Maintenance and Replacement Assessments executed by MARCUS POINTE HOMEOWNERS ASSOCIATION, INC. necessary to secure the payment of the Golf Course Maintenance and Replacement Assessment against the named owner(s), which are recorded on the date and at the Official Records Book and Page of the Public Records of Escambia, County, Florida, as specifically referenced below, upon the described property in Escambia, County, Florida stated therein:

- Claim of Lien for Golf Course Maintenance and Replacement Assessment against Tai Tan Nguyen and Mandy Lynn Nguyen, recorded on September 13, 2013 in Official Records Book 7075, Page 228 for Lot 1, Block S.
- Claim of Lien for Golf Course Maintenance and Replacement Assessment against Daphne M. Clayton, recorded on September 13, 2013 in Official Records Book 7075, Page 230 for Lot 9, Block L.
- Claim of Lien for Golf Course Maintenance and Replacement Assessment against E. Carter Seaton, recorded on September 13, 2013 in Official Records Book 7075, Page 232 for Lot 7, Block L.
- Claim of Lien for Golf Course Maintenance and Replacement Assessment against Stanley P. Werner and Michele B. Werner, recorded on September 13, 2013 in Official Records Book 7075, Page 234 for Lot 12, Block E.
- Claim of Lien for Golf Course Maintenance and Replacement Assessment against Jerry Lee Martin and Paula Jones Martin, recorded on October 28, 2013 in Official Records Book 7093, Page 1291 for Lot 5, Block M.
- Claim of Lien for Golf Course Maintenance and Replacement Assessment against Susie E. Glover and Andrea M. Glover, recorded on October 28, 2013 in Official Records Book 7093, Page 1314 for Lot 52, Block X.
- Claim of Lien for Golf Course Maintenance and Replacement Assessment against Denise Marie Lepinay, recorded on October 28, 2013 in Official Records Book 7093, Page 1583 for Lot 8, Block Q.

The rights assigned hereby are limited to the right to enforce and collect all monies due and to become due thereon with interest, late fees, reasonable attorney's fees, and costs incident to the collection, along with the underlying debt as an account receivable by the Association (for all assigned Claims of Lien regardless of whether such assignment has been recorded in the Public Records), and all rights accrued or to accrue under said Claims of Lien for Golf Course Maintenance and Replacement Assessments which assessment was enacted pursuant to the Amendment to Declaration of Covenants, Conditions and Restrictions of Marcus Pointe Subdivision, recorded on July 16, 2010 in Official Records Book 6614, Page 647 of the Public Records of Escambia County, Florida, and assigned in accordance with that certain Marcus Pointe Golf Course Maintenance Agreement dated June 29, 2010 between Marcus Pointe Golf, LLC and Marcus Pointe Homeowners Association, Inc.

In the event this assignment shall be declared invalid by a Court of competent jurisdiction, MARCUS POINTE HOMEOWNERS ASSOCIATION, INC., reserves and retains all rights assigned hereunder, and may enforce the Claims of Lien for Golf Course Maintenance and Replacement Assessments in its own name.

MARCUS POINTE HOMEOWNERS
ASSOCIATION, INC.

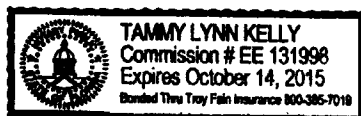
By: 

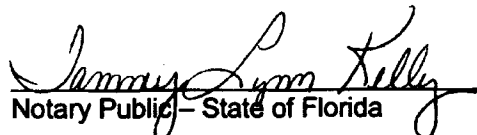
Stephen A. Taylor, as vice president of
Marcus Pointe Homeowners
Association, Inc.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of January, 2014, by Stephen A. Taylor, as vice president of Marcus Pointe Homeowners Association, Inc.

_____ personally known to me, or
✓ has produced FL Drivers License as identification.




Notary Public - State of Florida

Print Name: Tammy Lynn Kelly

My Commission No.: _____

My Commission expires: _____

THIS INSTRUMENT PREPARED BY:
Stephen Lowery
Coastal Association Law Group, P.L.L.
139 E. Government Street
Pensacola, Florida 32502
(850) 466-3253
File No.: 10-40-0075

**CLAIM OF LIEN FOR GOLF COURSE
MAINTENANCE AND REPLACEMENT ASSESSMENT**

STATE OF FLORIDA

COUNTY OF ESCAMBIA

BEFORE ME, the undersigned notary public, personally appeared TINA LONGWELL, who was duly sworn and says that she is the Authorized Agent of the lienor, MARCUS POINTE HOMEOWNERS ASSOCIATION, INC. (the "Association"), whose address is, c/o Centre Group Properties, Inc., 4400 Bayou Blvd., Suite 35, Pensacola, Florida 32502, and that in accordance with Article V, Section 1 of the Declaration of Covenants, Conditions and Restrictions of Marcus Pointe Subdivision, Located in the County of Escambia, State of Florida dated September 28, 1990, and recorded on October 3, 1990 in Official Records Book 2917, Page 683 et seq. of the public records of Escambia County, Florida, and all supplements and amendments thereto, the Association has provided maintenance and other services for the following described real property located in Escambia County, Florida:

Lot 8, Block Q, Marcus Pointe Subdivision Second Addition, a subdivision of a portion of the Joseph Cruzat and Francisco Deviller Grant, Section 39, Township 1 South, Range 30 West, Escambia County, Florida according to Plat recorded in Plat Book 14, at Page 77, of the Public Records of said County.

upon which the Association asserts this lien.

Robert L. Lepinay is the record owner of the above-described property. The property location and the owner's mailing address is 2014 Downing Drive, Pensacola, FL 32505.

This Claim of Lien is to secure only the payment of the Golf Course Maintenance and Replacement Assessment against the owner by the undersigned Association in the following amount (less any partial payments applied in accordance with Florida law):

<u>Item</u>	<u>Amount</u>
Golf Course Maintenance and Replacement Assessment due 7/22/10	\$240.00

The foregoing assessment bears interest at the rate of eighteen percent (18%) per annum from the date the assessment became due, plus late charges, reasonable attorney's fees and costs incident to the collection and enforcement of this lien.

EXECUTED on the 7 day of Dec, 2010.

MARCUS POINTE HOMEOWNERS
ASSOCIATION, INC., a Florida not-for-profit
corporation

By:



TINA LONGWELL, its
Authorized Agent

STATE OF FLORIDA

COUNTY OF ESCAMBIA

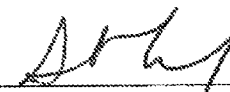
The foregoing instrument was acknowledged before me this 7 day of Dec, 2010, by Tina Longwell, as Authorized Agent of Marcus Pointe Homeowners Association, Inc.


NOTARY PUBLIC
Print Name: Melissa C Buchanan

☒ Personally Known
OR
☐ Produced Identification
Type of Identification Produced _____

NOTARY PUBLIC-STATE OF FLORIDA
Melissa C. Buchanan
Commission #DD753319
Expires: JAN. 29, 2012
BONDED THROUGH ATLANTIC BONDING CO., INC.

I HEREBY CERTIFY that a true copy of the foregoing Claim of Lien for Golf Course Maintenance and Replacement Assessment has been furnished by Certified U.S. Mail, Return Receipt Requested and Regular U.S. Mail, to Robert L. Lepinay, 2014 Downing Drive, Pensacola, FL 32505, on this 15th day of December, 2010.


Stephen Lowery
Coastal Association Law Group, P.L.
139 E. Government Street
Pensacola, Florida 32502
(850) 466-3255
Attorneys for Marcus Pointe Homeowners Association, Inc.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING
NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 02164 of 2012

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on October 2, 2014, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

DENISE MARIE LEPINAY 2014 DOWNING DR PENSACOLA, FL 32505	COMPASS BANK 10060 SKINNER LAKE DR JACKSONVILLE FL 32246
WELLS FARGO BANK FORMERLY SOUTH TRUST BANK PO BOX 2233 BIRMINGHAM AL 35201	WELLS FARGO BANK FORMERLY SOUTH TRUST BANK PO BOX 50010 ROANOKE VA 24022
MARCUS POINTE HOA 429 S NAVY BLVD PENSACOLA FL 32507	

WITNESS my official seal this 2nd day of October 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 November 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 **PALM TREE TAX 2 LLC** holder of **Tax Certificate No. 02164**, issued the **1st day of June, A.D., 2012** 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 8 BLK Q MARCUS POINTE 2ND ADDN PB 14 P 77 OR 3325 P 460 OR 3509 P 590 OR 4503 P 1451

SECTION 39, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 040860114 (14-774)

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

DENISE MARIE LEPINAY

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 November, which is the **3rd day of November 2014**.

Dated this 2nd day of October 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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NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That PALM TREE TAX 2 LLC holder of Tax Certificate No. 02164, issued the 1st day of June, A.D., 2012 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:

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Dated this 2nd day of October 2014.

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Post Property:

2014 DOWNING DR 32505



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

WARNING

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Dated this 2nd day of October 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.

Personal Services:

DENISE MARIE LEPINAY
2014 DOWNING DR
PENSACOLA, FL 32505

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By:
Emily Hogg
Deputy Clerk

ESCAMBIA COUNTY SHERIFF'S OFFICE
ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE

14-774

Document Number: ECSO14CIV044715NON

Agency Number: 15-000194

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT # 02164 2012

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE DENISE MARIE LEPINAY

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 10/2/2014 at 1:44 PM and served same at 10:57 AM on 10/6/2014 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY , the within named, to wit: , .

POSTED TO PROPERTY PER INSTRUCTIONS FROM CLERK'S OFFICE.

DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By: R Preston 927
R. PRESTON, CPS

Service Fee: \$40.00
Receipt No: BILL

Printed By: DLRUPERT

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 November 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

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SECTION 39, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 040860114 (14-774)

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

DENISE MARIE LEPINAY

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 November, which is the **3rd day of November 2014**.

Dated this 2nd day of October 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.

Post Property:

2014 DOWNING DR 32505



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

By:
Emily Hogg
Deputy Clerk

RECEIVED
OCT - 2 2 1:44

ESCAMBIA COUNTY SHERIFF'S OFFICE
ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE

14- 774

Document Number: ECSO14CIV044744NON

Agency Number: 15-000143

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT NO 02164 2012

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE: DENISE MARIE LEPINAY

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Individual

Received this Writ on 10/2/2014 at 1:42 PM and served same on DENISE MARIE LEPINAY , at 11:16 AM on 10/6/2014 in ESCAMBIA COUNTY, FLORIDA, by delivering a true copy of this Writ together with a copy of the initial pleadings, if any, with the date and hour of service endorsed thereon by me.

DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By: _____

R Preston 927

R. PRESTON, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: DLRUPERT

WARNING

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Dated this 2nd day of October 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.

Personal Services:

DENISE MARIE LEPINAY
2014 DOWNING DR
PENSACOLA, FL 32505

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By:
Emily Hogg
Deputy Clerk

RECEIVED
2014 OCT -2 P 1:42
ESC
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

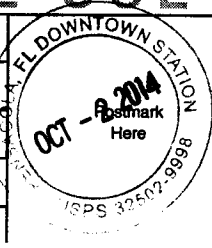
7008 1830 0000 0238 2969

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$.49
Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.49



Sent To: DENISE MARIE LEPINAY [14-774]
 2014 DOWNING DR
 PENSACOLA, FL 32505

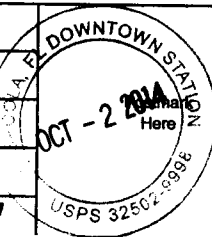
7008 1830 0000 0238 2976

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$.49
Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.49



Sent To: COMPASS BANK [14-774]
 10060 SKINNER LAKE DR
 JACKSONVILLE FL 32246

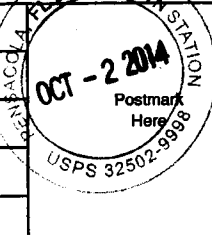
7008 1830 0000 0238 2990

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$.49
Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.49



Sent To: WELLS FARGO BANK FORMERLY
 SOUTH TRUST BANK [14-774]
 PO BOX 50010
 ROANOKE VA 24022

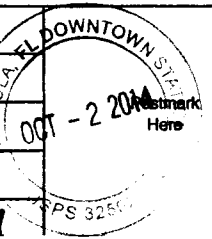
7008 1830 0000 0238 2983

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$.49
Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.49



Sent To: WELLS FARGO BANK FORMERLY
 SOUTH TRUST BANK [14-774]
 PO BOX 2233
 BIRMINGHAM AL 35201

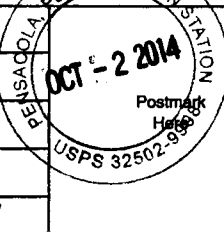
7008 1830 0000 0238 3003

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 (Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE


Postage	\$.49
Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.49

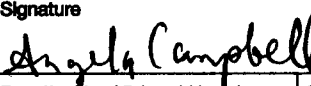


Sent To: MARCUS POINTE HOA [14-774]
 429 S NAVY BLVD
 PENSACOLA FL 32507

12/21/64

12/21/64

<p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>A. Signature </p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>MARCUS POINTE HOA [14-774] 429 S NAVY BLVD PENSACOLA FL 32507</p>		<p>B. Received by (Printed Name) <i>Ryan Galsby</i></p>	<p>C. Date of Delivery <i>10-3-14</i></p>
		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
		<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>7008 1830 0000 0238 3003</p>	
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt</p>	
		<p>102595-02-M-1540</p>	

<p>SENDER: COMPLETE THIS SECTION</p> <p>■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</p> <p>■ Print your name and address on the reverse so that we can return the card to you.</p> <p>■ Attach this card to the back of the mailpiece, or on the front if space permits.</p>		<p>COMPLETE THIS SECTION ON DELIVERY</p>	
<p>1. Article Addressed to:</p> <p>COMPASS BANK [14-774] 10060 SKINNER LAKE DR JACKSONVILLE FL 32246</p>		<p>A. Signature </p> <p><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
		<p>B. Received by (Printed Name) <i>AC</i></p>	<p>C. Date of Delivery <i>10/6</i></p>
		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
		<p>3. Service Type</p> <p><input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p>	
		<p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
<p>2. Article Number (Transfer from service label)</p>		<p>7008 1830 0000 0238 2976</p>	
<p>PS Form 3811, February 2004</p>		<p>Domestic Return Receipt</p>	
		<p>102595-02-M-1540</p>	

PAM CHILDERS
CLERK OF THE CIRCUIT COURT & (OFFICIAL RECORDS DIVI
221 Palafox Place
P.O. Box 333
Pensacola, FL 32591-0333

CERTIFIED MAIL



7008 1830 0000 0238 2983

FIRST-CLASS MAIL

neopost[®]
10/02/2014

\$06.48⁰

US POSTAGE



CLERK OF

OCT 10 2014

ANK

WELLS FARGO BANK FORMERLY
SOUTH TRUST BANK [14-774]
PO BOX 2233
BIRMINGHAM AL 35201

352 DE 1009 0010/07/14

RETURN TO SENDER
ATTEMPTED - NOT KNOWN
UNABLE TO FORWARD

738

3259100333

AC: 3259103333

*2087-04142-02-41

09-07-1968

[illegible]

12/2164

CERTIFIED MAIL™

PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COMP
OFFICIAL RECORDS DIVISION

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

CHILDERS
CLERK OF THE CIRCUIT COURT
PENSACOLA COUNTY, FL
2014 OCT 14 A 10:00
ROOM 300B



7008 1830 0000 0238 3007

PENSACOLA FL 325
PENSACOLA FL 325
10/02/2014 PM 2
10/02/2014 PM 1

neopost
10/02/2014
US POSTAGE \$06.48



ZIP 32502
041L11221084



No longer
@ this
address!
Return to Sender



3250743969 CODE

12/21/64

12/21/64

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

WELLS FARGO BANK FORMERLY
SOUTH TRUST BANK [14-774]
PO BOX 50010
ROANOKE VA 24022

A. Signature

X

B. Received by

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below ☒ No

3. Service Type

- | | |
|---|---|
| <input type="checkbox"/> Certified Mail | <input type="checkbox"/> Express Mail |
| <input type="checkbox"/> Registered | <input type="checkbox"/> Return Receipt for Merchandise |
| <input type="checkbox"/> Insured Mail | <input type="checkbox"/> C.O.D. |

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7008 1830 0000 0238 2990

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

CERTIFIED MAILTM

PAM CHILDERS

THE CIRCUIT COURT & COMF
OFFICIAL RECORDS DIVISION

221 Palafox Place

P.O. Box 333
Pensacola, FL 32591-0333

7008 1830 0000 0238 2969

FIRST-CLASS MAIL

neopost[®]

10/02/2014

\$06.48⁰

US POSTAGEZIP 32502
041L1122108

322 DE 1009 10/26/14
RETURN TO SENDER
UNCLAIMED
UNABLE TO FORWARD

DENISE MARIE LEPINAY [14-774]
2014 DOWNING DR
PENSACOLA, FL 32505

BC: 32591033333 *2087-04144-02-41

32591633

SECRET

$$12/2164$$



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

12 TD 02164

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

December 31, 2015

Americas Title Corp Florida Escrow
6365 53rd Street North
Pinellas Park FL 33781

To Whom it May Concern,

Our records indicate that a refund check was mailed to you in relation to a Tax Deed case. The property was either sold or redeemed. The Escambia County check # 900022143 in the amount of \$166.79 has not been cashed. State law requires us to report and remit the funds to the State if you have not claimed your property. To claim your property, you will be asked to sign an affidavit. Please check the appropriate box below, sign in the space provided, and return this to us no later than two weeks from the date of this letter.

- ☐ The above address information is correct and I do not wish to claim the monies.
- ☐ The above address information is incorrect. Please forward an affidavit to the following address: _____
- ☐ The original check has been found and is being returned to your office. Once the check is received, a new check will be issued to me.
- ☐ Other (please provide an explanation below or attach a separate explanation).

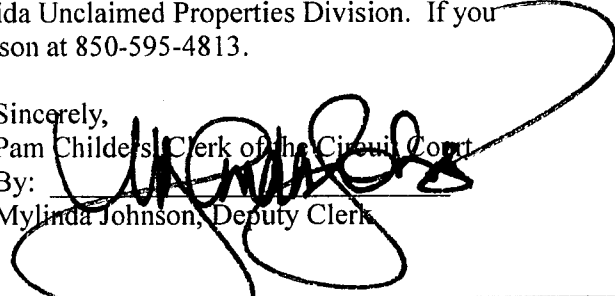
Signature

Date

Your prompt attention and assistance is appreciated. Please return to the following address:

Clerk of the Circuit Court
Official Records
221 Palafox Place, Ste 110
Pensacola, FL 32502

If no response is received from you within two weeks from the date of this letter, we will report and remit your monies to the State of Florida Unclaimed Properties Division. If you have any questions, please contact Mylinda Johnson at 850-595-4813.

Sincerely,
Pam Childers, Clerk of the Circuit Court
By: 
Mylinda Johnson, Deputy Clerk

Pam Childers

Clerk of the Circuit Court & Comptroller

Official Records

221 Palafox Place, Suite 110

Pensacola, FL 32502

neopost

12/31/2015

US POSTAGE

\$00.48⁵

FIRST-CLASS MAIL



ZIP 32502

041L11221084

Americas Title Corp Florida Escrow
6365 53rd Street North
Pinellas Park FL 33781

To Whom it May Concern,

631

NIXIE 339 FE 1 0001/06/16

RETURN TO SENDER
NOT DELIVERABLE AS ADDRESSED
UNABLE TO FORWARD

BC: 3250205833 *2087-09618-31-30

3250205833
3378135627 C

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT
IN AND FOR ESCAMBIA COUNTY, FLORIDA

IN THE MATTER OF UNCLAIMED FUNDS
IN THE REGISTRY OF THE COURT OF
ESCAMBIA COUNTY, FLORIDA

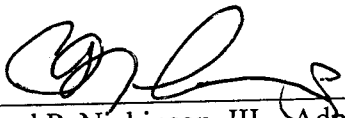
ORDER OF DIRECTION REGARDING UNCLAIMED FUNDS

Pam Childers, the Clerk of the Circuit Court for Escambia County, Florida, stipulates that certain Court Registry funds itemized in Attachment A, attached hereto, shall be remitted to the Florida Department of Financial Services, Bureau of Unclaimed Property, Reporting Section. The right to withdraw said funds has been adjudicated or is not in dispute, and the money remained so deposited in the Court Registry of Escambia County, Florida, for more than one year and unclaimed by the person entitled thereto. It is therefore,

ORDERED that the all cases as itemized in Attachment A involving Court Registry funds in the amount of \$ 90,484.17, be remitted in compliance with Section 717.113, Florida Statutes, and it is hereby,

ORDERED that a copy of this Order be filed in the action in which the money was originally deposited, and this Order shall be noted in the progress docket in the action of each case listed in Attachment A.

DONE AND ORDERED this 15th day of April, 2016, in Pensacola, Escambia County, Florida.



Edward P. Nickinson, III – Administrative Judge