

# TAX COLLECTOR'S CERTIFICATION

Application  
Date / Number  
Apr 21, 2014 / 140103

This is to certify that the holder listed below of Tax Sale Certificate Number **2012 / 3372.0000** , 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: 05-4236-000**

**Certificate Holder:**

BRIDGE TAX LLC - 447 US BANK % BRIDGE TAX LLC-447  
PO BOX 645040  
CINCINNATI, OHIO 45264

**Property Owner:**

GARTLAND ROBERT  
1847 SANDRA DR  
PENSACOLA , FLORIDA 32506

**Legal Description:**

LTS 15 & 16 BLK 2 PARISH HEIGHTS PB 3 P 71 OR 2852 P 714

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	3372.0000	06/01/12	\$998.97	\$0.00	\$49.95	\$1,048.92

**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	3059.0000	06/01/13	\$1,837.15	\$6.25	\$91.86	\$1,935.26

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

\$2,984.18
\$0.00
\$250.00
\$75.00
\$3,309.18
\$3,309.18
\$6.25

\*Done this 21st day of April, 2014

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Jenna Stewart

Date of Sale: October 6, 2014

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

## Notice to Tax Collector of Application for Tax Deed

### TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**BRIDGE TAX LLC - 447 US BANK % BRIDGE TAX  
LLC-447  
PO BOX 645040  
CINCINNATI, Ohio, 45264**

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
3372.0000	05-4236-000	06/01/2012	LTS 15 & 16 BLK 2 PARISH HEIGHTS PB 3 P 71 OR 2852 P 714

**2013 TAX ROLL**  
GARTLAND ROBERT  
1847 SANDRA DR  
PENSACOLA , Florida 32506

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.

towercap (Donna Ernwein)

Applicant's Signature

04/21/2014

Date

# Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

14-706

## OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 11310

July 9, 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 07-09-1994, through 07-09-2014, and said search reveals the following:

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

Robert Gartland

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: 

July 9, 2014

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 11310

July 9, 2014

**Lot 15 and 16, Block 2, Parish Heights, as per plat thereof, recorded in Plat Book 3, Page 71, of the Public Records of Escambia County, Florida**

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 11310

July 9, 2014

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

1. That certain mortgage executed by Robert Gartland in favor of Regions Bank formerly AmSouth Bank dated 10/03/2001 and recorded 10/19/2001 in Official Records Book 4787, page 1963 of the public records of Escambia County, Florida, in the original amount of \$97,743.00.
2. Taxes for the year 2011-2013 delinquent. The assessed value is \$98,247.00. Tax ID 05-4236-000.

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: 10-6-2014

TAX ACCOUNT NO.: 05-4236-000

CERTIFICATE NO.: 2012-3372

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.

Robert Gartland  
1847 Sandra Dr.  
Pensacola, FL 32506

Regions Bank  
formerly AmSouth Bank  
P.O. Box 830721  
Birmingham, AL 35283

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

FILE NO L-1-1812  
 DOC 484.00  
 SUB  
 REC 6.00  
 SFI

## WARRANTY DEED

This instrument was prepared by:  
 Thomas G. Van Matre, Jr. of  
 Taylor & Van Matre, P.A.  
 4300 Bayou Boulevard, Suite #16  
 Pensacola, Florida 32513

STATE OF FLORIDA

COUNTY OF ESCAMBIA

8105 Westbourne Drive, Pensacola, Florida 32506

Grantee's Address

KNOW ALL MEN BY THESE PRESENTS: That CHARLES DWELLE, JR. and BETTY J. DWELLE, husband and wife,

for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt of which is hereby acknowledged has bargained, sold, conveyed and granted unto ROBERT GARTLAND Grantor\*

grantee's heirs, executors, administrators and assigns, forever, the following described property, situate, lying and being in the County of ESCAMBIA, State of Florida, to wit:

Lots 15 and 16, Block 2, PARISH HEIGHTS, a subdivision of a portion of Section 14, Township 2 South, Range 30 West, Escambia County, Florida, according to plat recorded in Plat Book 3 at Page 71 of the Public Records of said County.

Subject to mortgage to Colonial Mortgage Company, dated July 28, 1972, in the principal sum of \$30,000.00 and recorded in Official Records Book 629, Page 512 of the public records of Escambia County, Florida which Grantee expressly assumes and agrees to pay commencing with the payment due June 1, 1990; and also hereby assumes and agrees to pay all the obligations of CHARLES DWELLE, JR. and BETTY J. DWELLE under the terms of the instruments creating the loan to indemnify the Veterans Administration to the extent of any claim payment arising from the guaranty or insurance of the indebtedness above mentioned; as provided by Title 38, Chapter 37, Section 1801, et seq., U.S.C.A., and the Regulations promulgated pursuant thereto.

D.S. PD. 484.00  
 DATE 5-4-90  
 JOE A. FLOWERS, COMPTROLLER  
 BY: [Signature] D.C.  
 CERT. REG. #59-2043328-27-01

Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to oil, gas and mineral reservations of record.

Said grantor does fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

\*Wherever used herein, the term "grantee/grantor" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto, the use of singular member shall include the plural, and the plural the singular, the use of any gender shall include all genders.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal on May 3, 1990

Signed, sealed and delivered in the presence of:

[Signature]  
[Signature]

[Signature] (SEAL)  
CHARLES DWELLE, JR. (SEAL)  
[Signature] (SEAL)  
BETTY J. DWELLE (SEAL)

STATE OF FLORIDA  
 COUNTY OF Escambia

The foregoing instrument was acknowledged before me this May 3, 1990 by CHARLES DWELLE, JR. and BETTY J. DWELLE, husband and wife,

79642  
 FILED AND RECORDED  
 THE PUBLIC RECORDS  
 ESCAMBIA COUNTY, FLA.  
 MAY 4 2 27 PM '90  
 IN BOOK 629 PAGE 512  
 JOE A. FLOWERS, COMPTROLLER  
 ESCAMBIA COUNTY

Notary Public  
[Signature]  
 5/13/91  
 My Commission Expires

3300  
342.30  
195.49  
570.79

DR BK 4787 PG1963  
Escambia County, Florida  
INSTRUMENT 2001-894326

MTG DOC STAMPS PD @ ESC CO \$ 342.30  
10/19/01 ERNIE LEE MAGNAN, CLERK  
By: *B. Patten*

INTANGIBLE TAX PD @ ESC CO \$ 195.49  
10/19/01 ERNIE LEE MAGNAN, CLERK  
By: *B. Patten*

**WHEN RECORDED MAIL TO:**

AmSouth Bank  
Attn: Larry Daniels  
P.O. Box 830721  
Birmingham, AL 35283

20012631104540

7p.

This Mortgage prepared by:

Name: LIA TAYLOR  
Company: AMSOUTH BANK  
Address: P.O. BOX 830721, BIRMINGHAM, AL 35283

073091761862

**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 \$97,743.00., 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 October 3, 2001, is made and executed between ROBERT GARTLAND, whose address is 1847 SANDRA DR, PENSACOLA, FL 32506; unmarried (referred to below as "Grantor") and AmSouth Bank, whose address is 8022 Lillian Highway, Pensacola, FL 32508 (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:

**LOTS 15 AND 16, BLOCK 2, PARISH HEIGHTS, A SUBDIVISION OF A PORTION OF SECTION 14, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 3 AT PAGE 71 OF THE PUBLIC RECORDS OF SAID COUNTY.**

The Real Property or its address is commonly known as 1847 SANDRA DR, PENSACOLA, FL 32506.

**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 threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be



**MORTGAGE  
(Continued)**

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counterclaim I may make against Lender. Such costs and expenses shall include, without limitation, attorneys' fees and costs.

**ARBITRATION.** Any controversy, claim, dispute or issue related to or arising from (A) the interpretation, negotiation, execution, assignment, administration, repayment, modification, or extension of this Agreement or the loan (B) any charge or cost incurred under this Agreement or the loan (C) the collection of any amounts due under this Agreement or any assignment thereof (D) any alleged tort related to or arising out of this Agreement or the loan (E) any breach of any provision of this Agreement, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "AAA Rules"). Any disagreement as to whether a particular dispute or claim is subject to arbitration under this paragraph shall be decided by arbitration in accordance with the provision of this paragraph. Commencement of litigation by any person entitled to demand arbitration under this paragraph shall not waive any right that person has to demand arbitration with respect to any counterclaim or other claim that may be made against that person, whether in, relating to, or arising out of such litigation, or otherwise. The Expedited Procedures of the AAA Rules shall apply in any dispute where the aggregate of all claims and the aggregate of all counterclaims each is in an amount less than \$50,000. The arbitrator(s) may award all remedies that a court could award. Judgement upon any award rendered by any arbitrator in any such arbitration may be entered in any Court having jurisdiction thereof. Any demand for arbitration shall be made not later than the date when any judicial action upon the same matter would be barred under any applicable statute of limitations. Any dispute as to whether the statute of limitations bars the arbitration of such matter shall be decided by arbitration in accordance with the provisions of this paragraph. The locale of any arbitration proceedings under this Agreement shall be in the county where this Agreement was executed or such other location as is mutually acceptable to all parties. We shall initially pay the filing fees and costs imposed by the AAA for the arbitration proceeding. The arbitrator(s) may permit us to recover such filing fees and costs from you. You will be responsible for your own attorneys' fees unless an applicable statute or common law provides otherwise. The arbitrator(s) in any such proceeding shall establish such reasonable procedures as may be necessary for the reasonable exchange of information between the parties prior to such arbitration. Any arbitration under this paragraph shall be on an individual basis between the parties to this Agreement or their assignees only and shall not be commenced as a member or representative of, or on behalf of, a class of persons, it being the intent of the parties that there shall be no class action arbitration under this Agreement. This Agreement evidences a "transaction involving commerce" under the Federal Arbitration Act. WITH RESPECT TO DISPUTES SUBMITTED TO ARBITRATION, ALL RIGHTS TO A TRIAL BY JURY ARE HEREBY EXPRESSLY WAIVED.

Notwithstanding the preceding paragraph or the exercise of arbitration rights under this Agreement, each party may (1) foreclose against any real or personal property collateral by the power of sale under any applicable mortgage or security agreement or under applicable law; (2) exercise any self help remedies such as set off or repossession; or (3) obtain provisional or ancillary remedies such as replevin, injunctive relief, or appointment of a receiver from a court having jurisdiction, before, during or after the pendency of any arbitration proceedings. This arbitration provision shall not be interpreted to require that any such remedies be stayed, abated or otherwise suspended pending any arbitration or request for arbitration. The exercise of a remedy shall not waive the right of either party to resort to arbitration.

**TERM OF CREDIT AGREEMENT.** Unless sooner terminated according to the provisions thereof, the Credit Agreement shall terminate and expire 20 years from the date of this Mortgage.

**STOPPING PAYMENT ON ESSENTIAL LINE CHECKS.** If you want to stop payment on an EssentialLine check, you may do so by calling us at 1-800-231-7493. You must tell us the number of your Credit Line Account, the party to whom you wrote the EssentialLine Check, and the date, number and amount of the EssentialLine Check. If you do not contact us at least two (2) hours before we receive an EssentialLine Check, we may not be able to stop payment on it. If you choose to stop payment on any EssentialLine Check, you agree to pay our standard fee then in effect for stopping payment on a check.

**MISCELLANEOUS PROVISIONS.** The following miscellaneous provisions are a part of this Mortgage:

**Amendments.** What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

**Caption Headings.** Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

**Governing Law.** This Mortgage will be governed by and interpreted in accordance with federal law and the laws of the State of Florida. This Mortgage has been accepted by Lender in the State of Florida.

**Choice of Venue.** If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of ESCAMBIA County, State of Florida.

**No Waiver by Lender.** Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

**Severability.** If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

**Merger.** There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

**Successors and Assigns.** Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the indebtedness.

**Time is of the Essence.** Time is of the essence in the performance of this Mortgage.

**Waive Jury.** All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

**DEFINITIONS.** The following words shall have the following meanings when used in this Mortgage:

**Borrower.** The word "Borrower" means ROBERT GARTLAND, and all other persons and entities signing the Credit Agreement.

**Credit Agreement.** The words "Credit Agreement" mean the credit agreement dated October 3, 2001, with credit limit of \$97,743.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Credit Agreement is October 3, 2021.

**Environmental Laws.** The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

**Event of Default.** The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default

**MORTGAGE  
(Continued)**

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section of this Mortgage.

**Existing Indebtedness.** The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Mortgage.

**Grantor.** The word "Grantor" means ROBERT GARTLAND.

**Hazardous Substances.** The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

**Improvements.** The word "Improvements" means all existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

**Indebtedness.** The word "Indebtedness" means all principal and interest payable under the Credit Agreement and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Agreement, together with interest on such amounts as provided in this Agreement, and any and all other present or future, direct or contingent liabilities or indebtedness of any person who signs the Credit Agreement to the Lender of any nature whatsoever, whether classified as secured or unsecured, except that the word "Indebtedness" shall not include any debt subject to the disclosure requirements of the Federal Truth-in-Lending Act if, at the time such debt is incurred, any legally required disclosure of the lien afforded hereby with respect to such debt shall not have been made.

**Lender.** The word "Lender" means AmSouth Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Credit Agreement.

**Mortgage.** The word "Mortgage" means this Mortgage between Grantor and Lender.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accretions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

**WAIVER OF FUTURE ADVANCES UNDER PRIOR MORTGAGE.** Grantor hereby agrees that the principal indebtedness secured by any mortgages or security agreements which are senior to the lien of this Mortgage shall not exceed the amount which upon the date of the execution of this Mortgage has actually been advanced and is secured by each such prior mortgage and security agreement. As principal indebtedness of such prior mortgages or security agreements is reduced, the maximum amount that may be secured thereby shall also be reduced to the then outstanding principal balance(s). Grantor hereby waives the right to receive any additional or future advances under any such prior mortgages or security agreements. This paragraph shall constitute the notice required by Florida Statutes Section 697.04(b).

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

**GRANTOR:**

x Robert Gartland  
ROBERT GARTLAND, individually

**WITNESSES:**

x Shawn R. Marsteller - Shawn R. Marsteller  
x Leslie Beahr - Leslie Beahr

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**CERTIFICATE OF NOTICE OF MAILING  
NOTICE OF APPLICATION FOR TAX DEED**

**CERTIFICATE # 03372 of 2012**

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on September 4, 2014, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

ROBERT GARTLAND 1847 SANDRA DR PENSACOLA, FL 32506	REGIONS BANK FORMERLY AMSOUTH BANK PO BOX 830721 BIRMINGHAM AL 35283
--	---

WITNESS my official seal this 4th day of September 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 October 6, 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 **BRIDGE TAX LLC – 447 US BANK** holder of **Tax Certificate No. 03372**, 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:

**LTS 15 & 16 BLK 2 PARISH HEIGHTS PB 3 P 71 OR 2852 P 714**

**SECTION 14, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 054236000 (14-706)**

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

**ROBERT GARTLAND**

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 October, which is the **6th day of October 2014**.

Dated this 4th day of September 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.



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### Post Property:

**1847 SANDRA DR 32506**



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

By:  
Emily Hogg  
Deputy Clerk

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### Personal Services:

**ROBERT GARTLAND**  
1847 SANDRA DR  
PENSACOLA, FL 32506

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



By:  
Emily Hogg  
Deputy Clerk

## SENDER: COMPLETE

- 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:

ROBERT GARTLAND [14-706]  
1847 SANDRA DR  
PENSACOLA, FL 32506

2. Article Number

(Transfer from service label)

7013 2630 0000 0141 7816

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Catherine*☐ Agent☐ Addressee

B. Received by (Printed Name)

CF

C. Date of Delivery

9.5

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

12/03372

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

## 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.
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1. Article Addressed to:

REGIONS BANK [14-706]  
FORMERLY AMSOUTH BANK  
PO BOX 830721  
BIRMINGHAM AL 35283

2. Article Number

(Transfer from service label)

7013 2630 0000 0141 7823

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

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

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

12TD 03372

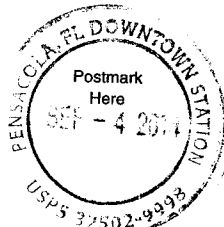
7013 2630 0000 0141 7623

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

For delivery information visit our website at [www.usps.com](http://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  
 Street, Apt  
 or PO Box  
 City, State,  
 PS Form 3

REGIONS BANK [14-706]  
 FORMERLY AMSOUTH BANK  
 PO BOX 830721  
 BIRMINGHAM AL 35283

ctions

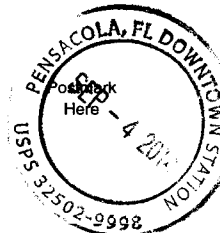
7013 2630 0000 0141 7616

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

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Total Postage & Fees	\$ 6.49



Sent To  
 Street, Apt  
 or PO Box  
 City, State,  
 PS Form

ROBERT GARTLAND [14-706]  
 1847 SANDRA DR  
 PENSACOLA, FL 32506

ctions



ESCAMBIA COUNTY SHERIFF'S OFFICE  
ESCAMBIA COUNTY, FLORIDA

14-706

**NON-ENFORCEABLE RETURN OF SERVICE**

**Document Number:** ECSO14CIV039854NON

**Agency Number:** 14-011972

**Court:** TAX DEED

**County:** ESCAMBIA

**Case Number:** CERT # 03372 2012

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

**Plaintiff:** RE ROBERT GARTLAND

**Defendant:**

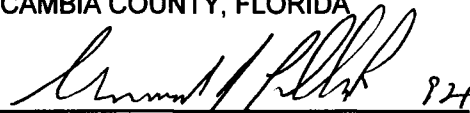
**Type of Process:** NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 9/4/2014 at 3:02 PM and served same at 12:00 PM on 9/10/2014 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: \_\_\_\_\_

 824

G. FALLER JR., CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: DLRUPERT

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Dated this 4th day of September 2014.

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**Post Property:**

**1847 SANDRA DR 32506**



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

By:  
Emily Hogg  
Deputy Clerk

ESCAMBIA COUNTY SHERIFF'S OFFICE  
ESCAMBIA COUNTY, FLORIDA

14-706

**NON-ENFORCEABLE RETURN OF SERVICE**

**Document Number:** ECSO14CIV039893NON

**Agency Number:** 14-011920

**Court:** TAX DEED

**County:** ESCAMBIA

**Case Number:** CERT # 03372 2012

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

**Plaintiff:** RE: ROBERT GARTLAND

**Defendant:**

**Type of Process:** WARNING/NOTICE OF APPLICATION FOR TAX DEED

Substitute

Received this Writ on 9/4/2014 at 2:58 PM and served same on ROBERT GARTLAND , in ESCAMBIA COUNTY, FLORIDA, at 12:00 PM on 9/10/2014 by leaving 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, at the within named individual's usual place of abode, with a person residing therein who is 15 years of age, or older, to wit: NANCY GARTLAND, DAUGHTER, as a member of the household and informing said person of their contents.

DAVID MORGAN, SHERIFF  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_



G. FALLER JR., CPS

Service Fee: \$40.00  
Receipt No: BILL

Printed By: DLRUPERT

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1847 SANDRA DR  
PENSACOLA, FL 32506

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



By:  
Emily Hogg  
Deputy Clerk



**Pam Childers**

Clerk of the Circuit Court and Comptroller, Escambia County

12TD 03372

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

December 31, 2015

Robert Gartland  
1847 Sandra Dr  
Pensacola, FL 32506

Dear Mr. Gartland,

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 # 900021977 in the amount of \$40.04 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).

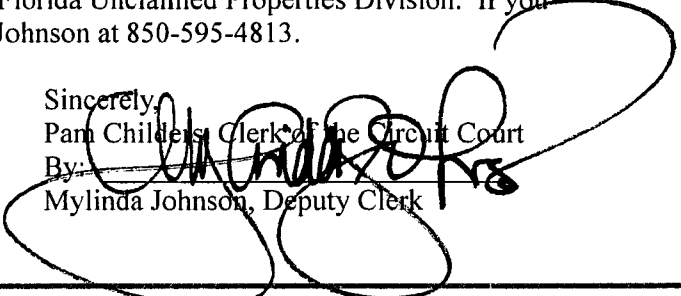
\_\_\_\_\_  
Signature

\_\_\_\_\_  
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

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

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**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