

TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Apr 6, 2015 / 150009

This is to certify that the holder listed below of Tax Sale Certificate Number **2013 / 798.0000**, issued the **1st day of June, 2013**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 02-1650-000**

Certificate Holder:

DIH TAX PARTNERS LLC DIH TAX PARTNERS LLC
1010 SUMMER FIELD CIR
MCGREGOR, TEXAS 76657

Property Owner:

MOULTON PROPERTIES INC
PO BOX 12524
PENSACOLA, FLORIDA 32591

Legal Description:

N 660 FT OF W1/2 OF LT 1 LESS W 33 FT FOR RD R/W LESS E 200 FT OF N 150 FT LYING S OF STATE RD #10 OR 5428 P 751

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
2013	798.0000	06/01/13	\$9,505.33	\$0.00	\$501.01	\$10,006.34

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
2014	727.0000	06/01/14	\$9,382.06	\$6.25	\$469.10	\$9,857.41

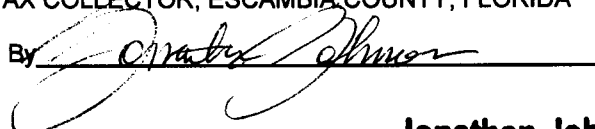
- Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
- Total of Delinquent Taxes Paid by Tax Deed Application
- Total of Current Taxes Paid by Tax Deed Applicant (2014)
- Ownership and Encumbrance Report Fee
- Tax Deed Application Fee
- Total Certified by Tax Collector to Clerk of Court
- Clerk of Court Statutory Fee
- Clerk of Court Certified Mail Charge
- Clerk of Court Advertising Charge
- Sheriff's Fee
-
- Total of Lines 6 thru 11
- Interest Computed by Clerk of Court Per Florida Statutes.....(%)
- One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S.
- Statutory (Opening) Bid; Total of Lines 12 thru 14
- Redemption Fee
- Total Amount to Redeem

\$19,863.75
\$0.00
\$8,658.97
\$200.00
\$125.00
\$28,847.72
\$28,847.72
\$6.25

*Done this 6th day of April, 2015

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By



Jonathan Johnson

Date of Sale:

7/06/15

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

DR-512
R.05/88

Application Number: 150009

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**DIH TAX PARTNERS LLC DIH TAX PARTNERS LLC
1010 SUMMER FIELD CIR
MCGREGOR, Texas, 76657**

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
798.0000	02-1650-000	06/01/2013	N 660 FT OF W1/2 OF LT 1 LESS W 33 FT FOR RD R/W LESS E 200 FT OF N 150 FT LYING S OF STATE RD #10 OR 5428 P 751

2014 TAX ROLL

MOULTON PROPERTIES INC
PO BOX 12524
PENSACOLA , Florida 32591

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.

DIHtax (Mark Horrell)

Applicant's Signature

04/06/2015

Date



Chris Jones

Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
[Amendment 1/Portability Calculations](#)
[Back](#)
[* Navigate Mode](#) • [Account](#) [Reference](#) • [*](#)
[Printer Friendly Version](#)

General Information

Reference: 131S301100000000
Account: 021650000
Owners: MOULTON PROPERTIES HOLDINGS LLC
Mail: 380 LURTON ST
 PENSACOLA, FL 32505
Situs: 9028 WESTSIDE DR 32514
Use Code: VACANT COMMERCIAL
Taxing Authority: COUNTY MSTU
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Janet Holley
 Escambia County Tax Collector

2014 Certified Roll Assessment

Improvements: \$0
Land: \$558,900
Total: \$558,900
Non-Homestead Cap: \$558,900

[Disclaimer](#)
[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/13/2014	7211	572	\$100	WD	View Instr
05/2004	5428	751	\$1,125,000	WD	View Instr
11/2000	4624	499	\$1,050,000	WD	View Instr
06/1996	4010	566	\$100	QC	View Instr
07/1992	4097	1045	\$100	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2014 Certified Roll Exemptions

None

Legal Description

N 660 FT OF W1/2 OF LT 1 LESS W 33 FT FOR RD R/W
LESS E 200 FT OF N 150 FT LYING S OF STAT E RD
#10 OR 7211 P 572

Extra Features

None

Parcel Information

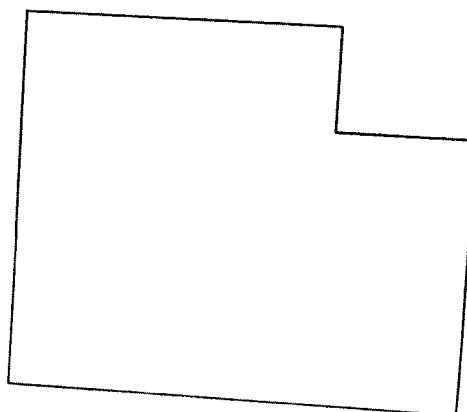
[Launch Interactive Map](#)

Section
Map Id:
 13-1S-30-1

Approx. Acreage:
 8.1000

Zoned:
 C-1

Evacuation & Flood Information
[Open Report](#)



View Florida Department of Environmental Protection (FDEP) Data

Buildings

Images

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 12009

April 16, 2015

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 04-16-1995, through 04-16-2015, and said search reveals the following:

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

Moulton Properties Holdings, LLC

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: 

April 16, 2015

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 12009

April 16, 2015

The North 660 feet of West 1/2 of Lot 1, less West 33 feet for road right-of-way, Deed Book 337, page 600, less the East 200 feet of the North 150 feet lying South of State Road North 10, lying and being in Section 13, Township 1 South, Range 30 West, Escambia County, Florida.

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 12009

April 16, 2015

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

1. That certain mortgage executed by Moulton Properties Holdings, LLC in favor of Beach Community Bank dated 03/31/2009 and recorded 04/02/2009 in Official Records Book 6443, page 1934 of the public records of Escambia County, Florida, in the original amount of \$1,119,776.00.
2. Taxes for the year 2012-2014 delinquent. The assessed value is \$558,900.00. Tax ID 02-1650-000.

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: 7-6-2015

TAX ACCOUNT NO.: 02-1650-000

CERTIFICATE NO.: 2013-798

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

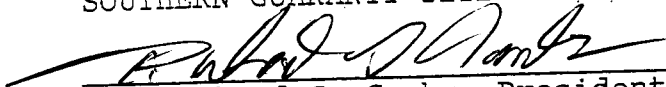
 X Homestead for tax year.

Moulton Properties Holdings, LLC
380 Lurton St.
Pensacola, FL 32505

Beach Community Bank
33 West Garden St.
Pensacola, FL 32502

Certified and delivered to Escambia County Tax Collector,
this 20th day of April, 2015.

SOUTHERN GUARANTY TITLE COMPANY


by: Richard S. Combs, President

NOTE: The above listed addresses are based upon current information available, but said addresses are not guaranteed to be true or correct.

This Instrument was Prepared By:
RICHARD M. COLBERT, Esq.
Richard M. Colbert, PLLC
2717 Gulf Breeze Parkway
Gulf Breeze, Florida 32563

STATE OF FLORIDA
COUNTY OF ESCAMBIA

WARRANTY DEED

THIS INDENTURE, made effective the 13th day of August, 2014, by Moulton Properties, Inc., a Florida corporation (the "Grantor"), in favor of Moulton Properties Holdings, LLC, a Florida limited liability company, whose address is 380 Lurton Street, Pensacola, Florida 32505 (the "Grantee").

WITNESSETH, That said Grantor, for and in consideration of the sum of Ten and NO/100ths Dollars (\$10.00), and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to said Grantee, and Grantee's heirs and assigns forever, those certain tracts or parcels of real property situate, lying and being in Escambia County, Florida, and being more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property").

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions.

GRANTOR COVENANTS that it is well seized of an indefeasible estate in fee simple in the Property, and has a good right to convey the same; that it is free of lien or encumbrance, and Grantor hereby fully warrants the title to the Property and will defend same against all persons lawfully claiming the same.

IN WITNESS WHEREOF, Grantor has signed and sealed this Warranty Deed as of the day and year first above written.

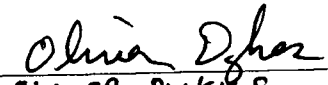
WITNESSES:

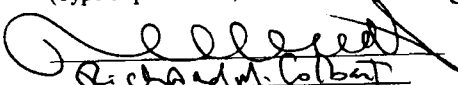
MOULTON PROPERTIES, INC.,
a Florida corporation

By: 

JAMES C. MOULTON


Its: President


OLIVER DYKES
(Type or print name)


Richard M. Colbert
(Type or print name)

STATE OF FLORIDA
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me this 13th day of August, 2014, by James C. Moulton as President of Moulton Properties, Inc., a Florida corporation, on behalf of the corporation, who () is personally known to me, or () has shown me _____ as identification, and did *not* take an oath.


Notary Public

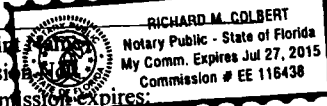
(Type/Print Name)
Commission Expires
My Commission Expires:

RICHARD M. COLBERT
Notary Public - State of Florida
My Comm. Expires Jul 27, 2015
Commission # EE 116438

EXHIBIT "A"

Parcel 1 (Tax Parcel ID# 000S009010001164)

All of Block 164 of the Belmont Tract, according to the map of the City of Pensacola copyrighted by Thomas C. Watson in 1906; less and except the North 95 feet of said Block; and less and except the South 155 feet of the North 250 feet of the East 125 feet of said Block, all lying and being in Escambia County, Florida.

Parcel 2 (Tax Parcel ID# 352S3019000020001)

Commence at the Southeast corner of Government Lot 1, Section 35, Township 2 South, Range 30 West, Escambia County, Florida; thence North 16 degrees 30 minutes 0 seconds West along the East line of said lot for a distance of 870.52 feet to the Northerly right of way line of Lillian Highway (66 foot right of way); thence South 78 degrees 45 minutes 54 seconds West along said Northerly right of way line for a distance of 967.66 feet to the point of beginning; thence continue South 78 degrees 53 minutes 0 seconds West along said Northerly right of way line for a distance of 130 feet; thence North 1 degree, 25 minutes 0 seconds East for a distance of 250 feet; thence North 78 degrees 53 minutes 0 seconds East a distance of 130 feet; thence South 1 degree 25 minutes 0 seconds West 250 feet to the point of beginning; less and except that portion conveyed to the State of Florida Department of Transportation as recorded in Official Records Book 3752, Page 710, Public Records of Escambia County, Florida.

Parcel 3 (Tax Parcel ID# 131S3011000000002)

Begin at the intersection of the South line of State Road No. 10 on East Nine Mile Road and the East line of the West 1/2 of Government Lot 1, Section 13, Township 1 South, Range 30 West, and run Westerly along the South line of State Road No. 10 for 200 feet; thence run Southerly at right angles for a distance of 150 feet; thence run Easterly at right angles 200 feet; thence run Northerly at right angles 150 feet to Point of Beginning. All lying and being in Section 13, Township 1 South, Range 30 West, in Escambia County, Florida.

✓ Parcel 4 (Tax Parcel ID# 131S3011000000000)

The North 660 feet of West 1/2 of Lot 1, less West 33 feet for road right-of-way, Deed Book 337, Page 600 less the East 200 feet of the North 150 feet lying South of State Road North 10, lying and being in Section 13, Township 1 South, Range 30 West, Escambia County, Florida.

Parcel 5 (Tax Parcel ID # 143S322000001001, 143S322000006001, 143S322000007001, 143S322000009001, 143S322000001002, 143S322000002002, 143S322000003002)

Lots 1, 2, 3, 6, 7, 8, 9, and 10, Block 1 in Tract "A", Innerarity Heights Subdivision, according to Plat Recorded in Deed Book 102 at Page 196 of the Public Records of Escambia County, Florida lying and being in Section 14, Township 3 South, Range 32 West; and Lots 1, 2, 3, 4, and 5, Block 2 in Tract "A", Innerarity Heights Subdivision, according to Plat Recorded in Deed Book 102 at Page 196 of the Public Records of Escambia County, Florida lying and being in Section 14, Township 3 South, Range 32 West; together with adjacent vacated right-of-way described as follows: portion of Mirala Street, bounded on the North by Block 2, in Tract "A", Innerarity Heights Subdivision, and on the South by Block 1 in Tract "A", Innerarity Heights Subdivision, on the West by Iaca Avenue, and on the East by the Easterly boundary of Innerarity Heights Subdivision.

This Instrument was Prepared By:
Charles F. James, IV, Esquire
CLARK, PARTINGTON, HART,
LARRY, BOND & STACKHOUSE
125 West Romana Street, Suite 800
Post Office Box 13010
Pensacola, Florida 32591-3010

STATE OF FLORIDA
COUNTY OF ESCAMBIA

FUTURE ADVANCE MORTGAGE, ASSIGNMENT OF RENTS AND LEASES AND SECURITY AGREEMENT (FLORIDA)

THIS INDENTURE (herein this "**Mortgage**") made effective the 31st day of March, 2009, by and between **MOULTON PROPERTIES, INC., a Florida corporation** (the "**Mortgagor**"), in favor of **Beach Community Bank** (the "**Mortgagee**"),

THIS MORTGAGE IS TO BE FILED FOR RECORD IN THE REAL ESTATE RECORDS OF THE COUNTY WHERE THE REAL PROPERTY IS LOCATED AND SHALL CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF SECTION 679.5021 OF THE FLORIDA STATUTES.

WITNESSETH:

WHEREAS, Mortgagor is justly indebted to Mortgagee on a loan (the "**Loan**") in the principal sum of **ONE MILLION ONE HUNDRED NINETEEN THOUSAND SEVEN HUNDRED SEVENTY SIX AND 00/100ths DOLLARS (\$1,119,776.00)**, or so much as may from time to time be disbursed thereunder, as evidenced by a promissory note of even date (the "**Note**"), payable to Mortgagee with interest thereon as provided therein.

WHEREAS, Mortgagor and may hereafter become indebted to Mortgagee or to a subsequent holder of this Mortgage on loans or otherwise (the Mortgagee and any subsequent holder of this Mortgage being referred to herein as "**Lender**"); and

WHEREAS, the parties desire to secure the principal amount of the Note with interest, and all renewals, extensions and modifications thereof, and all refinancings of any part of the Note and any and all other additional indebtedness of Mortgagor to Lender, now existing or hereafter arising, whether joint or several, due or to become due, absolute or contingent, direct or indirect, liquidated or unliquidated, and any renewals, extensions, modifications and refinancings thereof, and whether incurred or given as maker, endorser, guarantor or otherwise, and whether the same be evidenced by note, open account, assignment, endorsement, guaranty, pledge or otherwise (herein "**Other Indebtedness**").

NOW, THEREFORE, the Mortgagor, in consideration of Lender's making the Loan, and to secure the prompt payment of same, with the interest thereon, and any extensions, renewals, modifications and refinancings of same, and any charges herein incurred by Lender, including but not limited to attorneys' fees, and any and all Other Indebtedness as set forth above, and further to secure the performance of the covenants, conditions and agreements hereinafter set forth and set forth in the Note and set forth in all other documents evidencing, securing or executed in connection with the Loan (this Mortgage, the Note and such other documents are sometimes referred to herein as the "**Loan Documents**"), and as may be set forth in instruments evidencing or securing Other Indebtedness (the "**Other Indebtedness Instruments**"), has bargained and sold and does hereby grant, bargain, sell, alien and convey unto the Lender, its successors and assigns, the following described land, real estate, estates, buildings, improvements, fixtures, furniture, and personal property (which together with any additional such property in the possession of the Lender or hereafter acquired by the Mortgagor and subject to the lien of this Mortgage, or intended to be so, as the same may be constituted from time to time is hereinafter sometimes referred to as the "**Mortgaged Property**") to-wit:

- (a) All that tract or parcel or parcels of land and estates particularly described on **Exhibit A** attached hereto and made a part hereof (the "**Land**"). Mortgagor covenants and warrants that the Land does not constitute his constitutional homestead;
- (b) All buildings, structures, and improvements of every nature whatsoever now or hereafter situated on the Land, and all fixtures, fittings, building materials, machinery, equipment, furniture and furnishings and personal property of every nature whatsoever now or hereafter owned by the Mortgagor and used or intended to be used in connection with or with the operation of said property, buildings, structures or other improvements, including all extensions, additions, improvements, betterments, renewals, substitutions, replacements and accessions to any of the foregoing, whether such fixtures, fittings, building materials, machinery, equipment, furniture, furnishings and personal property actually are located on or adjacent to the Land or not, and whether in storage or otherwise, and wheresoever the same may be located (the "**Improvements**");
- (c) All accounts, general intangibles, contracts and contract rights relating to the Land and Improvements, whether now owned or existing or hereafter created, acquired or arising, including without limitation,

5.05 Loan Documents. Wherever reference is made herein to this Mortgage, the Note, the Loan Documents, or the Other Indebtedness Instruments, such reference shall include all renewals, extensions, modifications and refinancings thereof.

5.06 Conflict in Loan Documents. In the event of conflict in the terms of any provision in this Mortgage, the Note, any of the other Loan Documents, or the Other Indebtedness Instruments, the terms of the provision most favorable to the Lender shall apply.

5.07 Instrument Under Seal. This Mortgage is given under the seal of all parties hereto, and it is intended that this Mortgage is and shall constitute and have the effect of a sealed instrument according to law.

5.08 Addresses and Other Information. The following information is provided in order that this Mortgage shall comply with the requirements of the Uniform Commercial Code, as enacted in the State of Florida, for instruments to be filed as financing statements and with other requirements of applicable law:

- | | | |
|-----|---|--|
| (a) | Name of Mortgagor
Address of Mortgagor: | Moulton Properties, Inc.
380 Lurton Street
Pensacola, FL 32505 |
| (b) | Name of Mortgagee (Secured Party):
Address of Mortgagee: | BEACH COMMUNITY BANK
33 West Garden Street
Pensacola, FL 32502
Attention: Brian P. Bell, Senior Vice President |
| | With copy to: | CLARK, PARTINGTON, HART, LARRY, BOND
& STACKHOUSE
Post Office Box 13010
Pensacola, FL 32591
Attention: Charles F. James, IV, Esquire |
| (c) | Record Owner of Real Estate
described on Exhibit A hereto: | MORTGAGOR |

5.09 Applicable Law. This Mortgage shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be executed and effective as of the day and year first above written.

Mortgagor
Moulton Properties, Inc.
a Florida corporation

BY: *James C. Moulton*
James C. Moulton, President

BY: *Robert W. Moulton, V. P.*
Robert W. Moulton, Vice President

BY: *Mary E. Moulton, VP*
Mary E. Moulton, Vice President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31 date of March, 2009, by James C. Moulton President, Robert W. Moulton, Vice President and Mary E. Moulton, Vice President of Moulton Properties, Inc., on behalf of the corporation, who ☒ are personally known to me, or ☐ produced _____ as identification.

[NOTARIAL SEAL]



Charles F. James, IV
[Type/Print/Stamp Name of Notary Public]
My Commission Expires: _____
Commission No.: _____
Commission No.: _____

EXHIBIT "A"

The North 660 feet of West 1/2 of Lot 1, less West 33 feet for road right-of-way, Deed Book 337, Page 600 less the East 200 feet of the North 150 feet lying South of State Road North 10, lying and being in Section 13, Township 1 South, Range 30 West, Escambia County, Florida.