

TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Jun 29, 2015 / 150204

This is to certify that the holder listed below of Tax Sale Certificate Number **2013 / 2466.0000**, 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: 04-4353-100**

Certificate Holder:

JSHERPA LLC AND J FLOY LLC PAR CITIBANK, N.A., AS
4747 EXECUTIVE DR., STE 510
SAN DIEGO, CALIFORNIA 92121

Property Owner:

DYESS DAVID L & VIRGINIA L
4321 LA MIRAGE
PENSACOLA, FLORIDA 32504

Legal Description:

E 1/2 OF LT 47 BOONE PLACE PB 2 P 1 OR 5344 P 1300 OR 5466 P 122

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	2466.0000	06/01/13	\$943.27	\$0.00	\$47.16	\$990.43

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
2015	2233.0000	06/01/15	\$969.49	\$6.25	\$48.47	\$1,024.21
2014	2086.0000	06/01/14	\$903.80	\$6.25	\$45.19	\$955.24

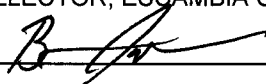
- Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
- Total of Delinquent Taxes Paid by Tax Deed Application
- Total of Current Taxes Paid by Tax Deed Applicant
- Ownership and Encumbrance Report Fee
- Tax Deed Application Fee
- 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

\$2,969.88
\$0.00
\$200.00
\$125.00
\$3,294.88
\$3,294.88
\$6.25

*Done this 29th day of June, 2015

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By



Date of Sale: 10/5/15

* 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: 150204

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**JSHERPA LLC AND J FLOY LLC PAR CITIBANK,
N.A., AS
4747 EXECUTIVE DR., STE 510
SAN DIEGO, California, 92121**

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
2466.0000	04-4353-100	06/01/2013	E 1/2 OF LT 47 BOONE PLACE PB 2 P 1 OR 5344 P 1300 OR 5466 P 122

2014 TAX ROLL

DYESS DAVID L & VIRGINIA L
4321 LA MIRAGE
PENSACOLA , Florida 32504

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

jsherpa (John Lemkey)

Applicant's Signature

06/29/2015

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: 491S309101001047
Account: 044353100
Owners: DYESS DAVID L & VIRGINIA L
Mail: 4321 LA MIRAGE
 PENSACOLA, FL 32504
Situs: 526 WYNNEHURST ST 32503
Use Code: SINGLE FAMILY RESID
Taxing Authority: PENSACOLA CITY LIMITS
Tax Inquiry: [Open Tax Inquiry Window](#)
 Tax Inquiry link courtesy of Janet Holley
 Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2014	\$10,925	\$33,378	\$44,303	\$44,303
2013	\$10,925	\$29,650	\$40,575	\$40,575
2012	\$10,925	\$31,109	\$42,034	\$42,034

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

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
07/2004	5466	122	\$23,200	QC	View Instr
02/2004	5344	1300	\$26,500	WD	View Instr
01/2004	5344	1299	\$100	WD	View Instr
05/2003	5143	448	\$100	CT	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

E 1/2 OF LT 47 BOONE PLACE PB 2 P 1 OR 5344 P 1300
 OR 5466 P 122

Extra Features

None

Parcel Information

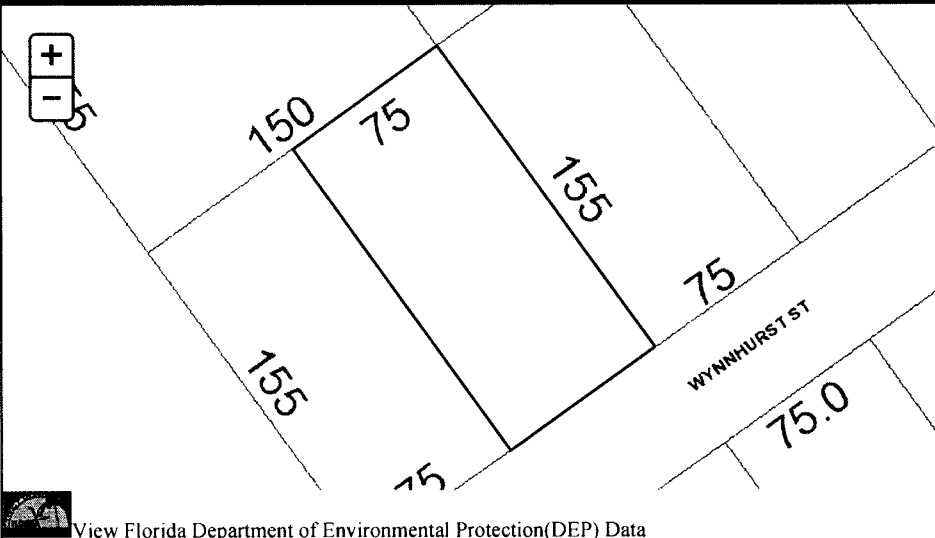
[Launch Interactive Map](#)

Section Map Id:
 05-2S-30-1

Approx. Acreage:
 0.2700

Zoned:
 R-1AAA

Evacuation & Flood Information
[Open Report](#)



[View Florida Department of Environmental Protection\(DEP\) Data](#)


Buildings

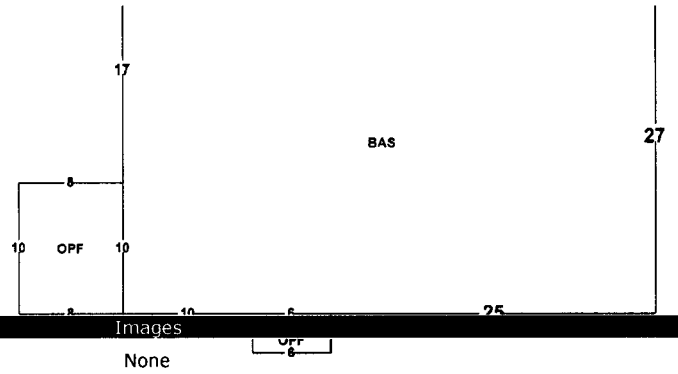
Address: 526 WYNNEHURST ST, Year Built: 1951, Effective Year: 1951

Structural Elements

DECOR/MILLWORK-ABOVE AVERAGE
DWELLING UNITS-1
EXTERIOR WALL-VINYL SIDING
FLOOR COVER-CARPET
FOUNDATION-WOOD/SUB FLOOR
HEAT/AIR-WALL/FLOOR FURN
INTERIOR WALL-DRYWALL-PLASTER

NO. PLUMBING FIXTURES-3
NO. STORIES-1
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-GABLE-HI PITCH
STORY HEIGHT-0
STRUCTURAL FRAME-WOOD FRAME

 Areas - 1205 Total SF
BASE AREA - 1107
OPEN PORCH FIN - 98



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.

Last Updated: 07/16/2015 (tc.95719)

15-584

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.: 12216

July 14, 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 07-13-1995, through 07-13-2015, and said search reveals the following:

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

David L. Dyess and Virginia L. Dyess, husband and wife

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

3. The following unsatisfied mortgages, liens and judgments affecting the land covered by this Report appear of record:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF


4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

The foregoing report is prepared and furnished for information only, is not intended to constitute or imply any opinion, warranty, guaranty, insurance, or similar assurance as to the status of title, and no determination has been made of the authenticity of any instrument described or referred to herein. The name search for the purposes of determining applicable judgments and liens is limited to the apparent record owner(s) shown herein. No attempt has been made to determine whether the land is subject to liens or assessments which are not shown as existing liens by the public records. The Company's liability hereunder shall not exceed the cost of this Report, or \$1,000.00 whichever is less.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

By: 

July 14, 2015

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 12216

July 14, 2015

The Easterly 1/2 of Lot 47, Boone Place, as per plat thereof, recorded in Plat Book 2, Page 1, of the Public Records of Escambia County, Florida

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 12216

July 14, 2015

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

1. Mortgage executed by David L. Dyess and Virginia L. Dyess, husband and wife to United Bank, dated 07/07/2008 and recorded in Official Record Book 6349 on page 1802 of the public records of Escambia County, Florida. given to secure the original principal sum of \$975,000.00. Assignment of Rents and Leases recorded in O.R. Book 7068, page 1302. NOTE: Mortgage encumbers several parcels.
2. Taxes for the year 2012-2014 delinquent. The assessed value is \$44,303.00. Tax ID 04-4353-100.

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: 10-5-2015

TAX ACCOUNT NO.: 04-4353-100

CERTIFICATE NO.: 2013-2466

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.

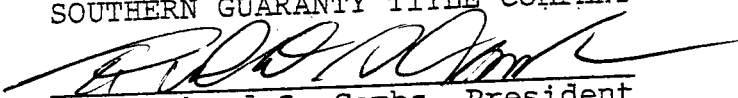
David L. Dyess
Virginia L. Dyess
4321 La Mirage
Pensacola, FL 32504

Unknown Tenants
526 Wynnehurst St.
Pensacola, FL 32503

United Bank
P.O. Box 8
Atmore, AL 36504

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

Prepared by & Return to:
TransContinental Title Company
4900 Bayou Blvd., Suite 208
Pensacola, FL 32503
File No. 20-38768

OR BK 5466 PGO122
Escambia County, Florida
INSTRUMENT 2004-269258

DEED DOC STAMPS PD @ ESC CO \$ 162.40
08/02/04 ERNIE LEE HAGANA, CLERK

QUIT CLAIM DEED

1624
10/10
This QUIT-CLAIM DEED, executed this 19th day of July, 2004, by:

DAVID L. DYESS, A MARRIED MAN

Whose post office address is:

Hereinafter called GRANTOR, TO:

DAVID L. DYESS AND VIRGINIA L. DYESS, HUSBAND AND WIFE

Hereinafter called GRANTEE:

Whose post office address is:

Wherever used herein the terms "GRANTOR" AND "GRANTEE" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.

Witnessed: That GRANTOR, for and in consideration of the sum of \$10.00 and other valuable considerations in hand paid by GRANTEE, the receipt of which is hereby acknowledged, does hereby remise, release and quit-claim unto GRANTEE forever, all the right, title, interest, claim and demand which GRANTOR has in and to the following described lot, piece, or parcel of land, situate, lying and being ESCAMBIA county, Florida to wit:

SEE ATTACHED EXHIBIT "A"

noted
THIS IS THE HOMESTEAD PROPERTY OF THE GRANTOR.
THIS DEED BEING EXECUTED TO ADD GRANTORS WIFE.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging to in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said GRANTOR, either in law or equity, to the only proper use, benefit and behalf of the said GRANTEE forever.

IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

Signed in the presence of the following witnesses:

WITNESS'S

X

Print Name: Ernie Barker

X

DAVID L. DYESS

X

Print Name: Angelo Hickey

X

VIRGINIA L. DYESS

STATE OF FLORIDA

COUNTY OF Escambia

THE FOREGOING INSTRUMENT was acknowledged before me on this 19th DAY OF July, 2004 by DAVID L. DYESS AND VIRGINIA L. DYESS who is are personally known to me or has have produced a driver's license as identification and did not take an oath.

Ernie Barker
NOTARY PUBLIC SIGNATURE

My Commission Expires:



OR BK 5466 PGO123
Escambia County, Florida
INSTRUMENT 2004-269258

RCD Aug 02, 2004 09:27 am
Escambia County, Florida

EXHIBIT "A"

20-00038768

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-269258

THE EASTERLY 1/2 OF LOT 47, BOONE PLACE, A
SUBDIVISION OF A PORTION OF SECTION 49, TOWNSHIP 1
SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA,
ACCORDING TO PLAT RECORDED IN PLAT BOOK 2, PAGE 1 OF
THE PUBLIC RECORDS OF SAID COUNTY, FLORIDA.

OR BK 5344 PG1300
Escambia County, Florida
INSTRUMENT 2004-205808

Prepared by and Return to:
Security First Title Partners of Pensacola, Ltd
Wendy White
1331 Creighton Road, Suite C
Pensacola, Florida 32504
Our File Number: PES04004

DEED DOC STAMPS PD @ ESC CO \$ 185.50
02/16/04 ERNIE LEE NABANA, CLERK

For official use by Clerk's office only

STATE OF Florida)
COUNTY OF Escambia)

SPECIAL WARRANTY DEED
(Corporate Seller)

THIS INDENTURE, made this February 6, 2004, between Regions Bank, a corporation, whose mailing address is: P.O. Box 10247, Birmingham, AL 32502, party of the first part, and David L. Dyess, whose mailing address is: 4321 La Mirage Drive, Pensacola, FL 32504, party/parties of the second part,

WITNESSETH:

First party, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, aliens, remises, releases, conveys and confirms unto second party/parties, his/her/their heirs and assigns, the following described property, to wit: Escambia County

The Easterly 1/2 of Lot 47, BOONE PLACE, a subdivision of a portion of Section 49, Township 1 South, Range 30 West, Escambia County, Florida, according to plat recorded in Plat Book 2, Page 1 of the Public Records of said County.

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

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the party of the first part hereby covenants with said party of the second part, that it is lawfully seized of said land in fee simple: that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the party of the first part.

IN WITNESS WHEREOF, first party has signed and sealed these present the date set forth on February 6, 2004.

Signed, sealed and delivered
in the presence of:

Witness signature
Stanley E. Weir

Print witness name

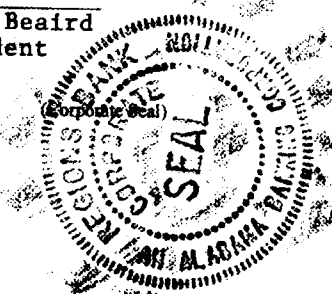
Witness signature
Kathy Busby

Print witness name

Regions Bank

By: [Signature]

Print Name: William D. Beaird
Title: Vice President



State of Alabama
County of Jefferson

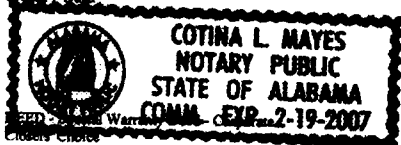
THE FOREGOING INSTRUMENT was acknowledged before me this 6th day of February, 2004 by William Beaird, the Vice President of Regions Bank who is personally known to me or who has produced drivers license as identification.

Cotina L. Mayes
Notary Public

Print Notary Name Cotina L. Mayes

My Commission Expires: 2/19/2007

Notary Seal



**ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM (OSTDS)
ESCAMBIA COUNTY HEALTH DEPARTMENT**

ATTENTION: Pursuant to Escambia County Code of Ordinance 99-24, in accordance with Section 1-20.180(5) of this Ordinance, the Escambia County Health Department (ECDH) must conduct an assessment of the Onsite Sewage Treatment and Disposal System (OSTDS) (Septic Tank) prior to the sale of Property. An approval letter issued by the ECDH must be presented at closing of property sale or transfer of title.

Legal Address of Property: 526 Wynnehurst Road, Pensacola, Florida 32503

Buyer/Seller are aware that the property is on a () Sewer System or () Septic Tank

Approval Letter Attached Hereto ()

Approval Letter Not Required - Property North of Well Line Road ()

Approval Letter Not Required - Property is Unimproved ()

Approval Letter Not Required - Property Acquired by Foreclosure (x)

This form completed by: SECURITY FIRST TITLE PARTNERS
1331 Creighton Road, Suite C
Pensacola, FL 32504

AS TO SELLER(S):

Regions Bank
By: William Beaird
Its: Vice President

AS TO BUYER(S):


David L. Dyess

FANDR07032008112953A

Prepared By/Return To:

United Bank

Milton Branch

PO Box 8

Atmore, AL 36504

DOCUMENTARY STAMP TAX IN THE AMOUNT
OF \$ 3,412.50 AND INTANGIBLE TAX IN
THE AMOUNT OF \$ 1,950.00 ARE BEING
PAID UPON THE RECORDATION HEREOF.

(Reserved for Recording Office)

This is a balloon mortgage and the final principal payment or the
principal balance due upon maturity is \$848,534.88, together with
accrued interest, if any, and all advancements made by the
mortgagee under the terms of this mortgage.

MORTGAGE AND SECURITY AGREEMENT

Mortgagor (last name first):

DYESS DAVID L. A.K.A. DAVID DYESS and spouse VIRGINIA L
DYESS A.K.A. VIRGINIA DYESS

4321 LaMIRAGE DRIVE

Mailing Address

PENSACOLA
City

FL
State

32504
Zip

Mortgagee:

United Bank

Milton Branch

PO Box 8

Mailing Address

Atmore
City

AL
State

36504
Zip

STATE OF Florida

COUNTY OF Escambia

THIS MORTGAGE AND SECURITY AGREEMENT (herein referred to as the "Mortgage") is made and entered into this
day by and between Mortgagor and Mortgagee.

KNOWN ALL MEN BY THESE PRESENTS: THAT

WHEREAS, Borrower has requested an extension of credit from Mortgagee; and
WHEREAS, Mortgagee is prepared to extend credit conditioned upon the provision of adequate collateral; and
WHEREAS, Mortgagor is prepared to pledge certain real and/or personal property as security for Mortgagee's
extension of credit to Borrower in consideration for that extension of credit; and
WHEREAS, pursuant to the foregoing recitations, Borrower has or may become indebted to Mortgagee in the
principal sum of Nine Hundred Seventy Five Thousand and 00/100
Dollars (\$ 975,000.00) evidenced by ONE promissory note or agreement of even
date herewith in favor of Mortgagee, said promissory note to mature on July 07, 2013.

WHEREAS, Mortgagor desires to secure prompt payment by Borrower of (a) the indebtedness described above,
together with interest and charges, according to the terms of said promissory note or agreement and any extensions,
modifications or renewals thereof, (b) any additional and future advances with interest thereon that Mortgagee may make
to Borrower as provided in Paragraph 2, (c) any advances with interest that Mortgagee may make to protect the property
herein conveyed as provided in Paragraph 3, 4, 5 and 6, and (e) any advance with interest that Mortgagee may make for
attorneys' fees and other expenses as provided in Paragraph 17 (all being referred to herein as the "indebtedness").

NOW THEREFORE, in consideration of the indebtedness,

DAVID L DYESS AND VIRGINIA L DYESS

does hereby grant, bargain, sell and convey unto Mortgagee all of Mortgagor's right, title, and interest in and to and the real
property described below situated in the County of Escambia, State of Florida:
SEE ATTACHED EXHIBIT A

17. If Mortgagee institutes any suit or action to enforce any of the terms of this Mortgage, Mortgagee shall be entitled to recover such sum as the court may adjudge reasonable as attorneys' fees at trial and on any appeal. Whether or not any court action is involved, all reasonable expenses incurred by Mortgagee that in the Mortgagee's opinion are necessary at any time for the protection of its interest or the enforcement of its rights shall become a part of the indebtedness payable on demand and shall bear interest from the date of expenditure until repaid at the rate provided for the primary indebtedness. Expenses covered by this paragraph include, without limitation, however subject to any limits under applicable law, attorneys' fees and legal expenses whether or not there is a lawsuit, including attorneys' fees for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals and any anticipated post-judgment collection services, the cost of searching records, obtaining title reports (including foreclosure reports), surveyors' reports, and appraisal fees, and title insurance, to the extent permitted by applicable law. Mortgagor also will pay any court costs, in addition to all other sums provided by law.

18. This Mortgage, together with any related documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Mortgage. No alteration of or amendment to this Mortgage shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendments.

19. This Mortgage has been delivered to Mortgagee and accepted by Mortgagee in the State of Florida.

20. Time is of the essence in the performance of this Mortgage.

21. If a court of competent jurisdiction finds any provision of this Mortgage to be invalid or unenforceable as to any person or circumstance, such finding shall not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Mortgage in all other respects shall remain valid and enforceable.

22. If this is a junior Mortgage, or if this is a Mortgage on a leasehold estate, Mortgagor shall pay all installments of principal and interest and perform each and every covenant and obligation of the prior Mortgage or the lease. Failure of Mortgage to do so shall constitute a default hereunder. Upon failure of Mortgagor to do so, Lender may (but shall not be required to) make such payments or perform such covenants or obligations and the cost of same, together with interest at the maximum rate allowed by law, shall be payable by Mortgagor upon demand by Lender and shall be secured by the lien of this Mortgage. If this is a junior Mortgage and the Mortgagor increases the amount due on any prior mortgage to an amount greater than the principal amount owing on said prior Mortgage and the time of the execution of this Mortgage without Lender's prior written consent, Lender may, at its option, immediately or thereafter declare this Mortgage and the indebtedness secured hereby due and payable forthwith and thereupon may, at its option, proceed to foreclose this Mortgage.

23. If this is a Mortgage on a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the Declaration of Covenants creating or governing the condominium or planned unit development, and constituent documents. If a condominium or planned unit development rider is executed by Mortgagor and recorded together with this Mortgage, the covenants and agreements of such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Mortgage as if the rider were a part hereof.

24. Mortgagee and Mortgagor hereby knowingly, voluntarily and intentionally waive the right either may have to a trial by jury in respect of any litigation based hereon, or arising out of, under or in connection with this Agreement and any agreement contemplated to be executed in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or any action by either party. This paragraph is a material inducement for the Mortgagee making the loan to Mortgagor.

IN WITNESS WHEREOF, Mortgagor has executed this Mortgage on the 7th day of July 2008.

This is a balloon mortgage and the final principal payment or the principal balance due upon maturity is \$848,634.68, together with accrued interest, if any, and all advancements made by the mortgagee under the terms of this mortgage.

SIGNATURES ON REVERSE



Witness George E. Brown Jr.
Witness Tonja Brown

Mortgagor:

David L Dyess
DAVID L DYESS A.K.A DAVID DYESS
Date 7-7-08

Virginia L Dyess
VIRGINIA L DYESS A.K.A. VIRGINIA DYESS
Date 7-7-08

Date

Date

Date

Date

Attest

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

STATE OF Florida
COUNTY OF Essex

The foregoing instrument was acknowledged before me this 7th day of July, 2008, by David L Dyess AND Virginia L Dyess
(name of person acknowledging), who is personally known to me or who has produced drivers license
(type of identification) as identification.



Tonja Brown
Print Name: Tonja Brown

Notary Public
Commission Number, if any: DD 782982

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____
(name of person acknowledging), who is personally known to me or who has produced _____
(type of identification) as identification.

Print Name: _____

Notary Public
Commission Number, if any: _____

EXHIBIT "A"

Parcel 1:

711 Belair Road
#102S30-1001-002-008

Lot 2, Block 8, Eastmont, Unit No. 1, a subdivision of a portion of Section 10, Township 2 South, Range 30 West, Escambia County, Florida; according to plat recorded in Plat Book 5, Page 3, of the Public Records of said County.

Being the same property as conveyed to Virginia Dyess, a married woman, in a Warranty Deed dated 12/13/2000, filed 12/14/2000 in Book 4638 Page 431 of the Public Records of Escambia County, Florida.

Parcel 2:

707 Vendee Lane
#102S30-1001-050-011

Lot 5, Block 11, Eastmont, Unit No. 2, according to plat thereof recorded in Plat Book 5, Page 31 of the Public Records of Escambia County, Florida.

Being the same property as conveyed to Virginia Dyess in a Corporate Warranty Deed dated 03/22/2001, filed 03/23/2001 in Book 4678 Page 1983 of the Public Records of Escambia County, Florida.

Parcel 3:

702 Beauvais Road
#102S30-1001-008-008

Lot 8, Block 8 Eastmont, Unit 1, a subdivision of a part of Section 10, Township 2 South, Range 30 West, Escambia County, Florida, according to plat of said subdivision recorded in Plat Book 5, Page 3 of the Public Records of said County.

Being the same property as conveyed to David Dyess and Virginia Dyess, husband and wife in a Warranty Deed dated 09/27/2001, filed 10/01/2001 in Book 4777 Page 198 of the Public Records of Escambia County, Florida.

Parcel 4:

701 Belair Road
#102S30-1001-007-008

Lot 7, Block 8, Eastmont, Unit #1, being a portion of Section 10, Township 2 South, Range 30 West, Escambia County, Florida as per plat thereof, recorded in Plat Book 5, Page 3, of the Public Records of said County.

Being the same property as conveyed to David Dyess and Virginia Dyess, husband and wife, in a Quit-Claim Deed dated 10/27/2004, filed 11/03/2004 in Book 5518 Page 449 of the Public Records of Escambia County, Florida.

Parcel 5:

4509 Fiorelle Way
#102S30-100-006-014

Lot 6, Block 14, Montclair Unit No. 2, a subdivision, according to plat filed in Plat Book 4, at Page 100 of the Public Records of Escambia County, Florida.

Being the same property as conveyed to David L. Dyess, a married man, in Special Warranty Deed dated 11/26/2002, filed 12/31/2002 in Book 5041, Page 1305 of the Public Records of Escambia County, Florida.

Parcel 6:

6402 Fairview Drive
#441S30-1000-014-018

Lot 14, Block 18, Crescent Lake, Unit #7, a subdivision of a portion of Sections 44, 46, and 52, Township 1 South, Range 30 West, Escambia County, Florida, according to plat recorded in Plat Book 6, Page 57 of the Public Records of Escambia County, Florida.

Being the same property as conveyed to David Dyess, a married man, in a Warranty Deed dated 12/06/2002, filed 12/31/2002 in Book 5042 Page 1789 of the Public Records of Escambia County, Florida.

Parcel 7:

944 Montclair Road
#102S30-100-007-018

Lot 7, Block 18, Montclair, Unit No. 2, a subdivision of a portion of Section 12, Township 2 South, Range 30 West, according to plat recorded in Plat Book 4, Page 100 of the Public Records of Escambia County, Florida.

Being the same property as conveyed to David L Dyess, a married man, in a Special Warranty Deed dated 03/04/2003, filed 03/21/2003 in Book 5096 Page 410 of the Public Records of Escambia County, Florida.

Parcel 8:

114 Berkley Drive
#042S30-2051-024-006

Lot 24, Block 6, Third Addition to Highland Terrace, a subdivision of a portion of Sections 4 and 5, Township 2 South, Range 30 West, Escambia County, Florida; according to plat of said subdivision recorded in Plat Book 3, Page 91 of the Public Records of Escambia County, Florida.

Being the same property as conveyed to David L Dyess, a married man, in a Special Warranty Deed dated 04/15/2003, filed 05/06/2003 in Book 5131 Page 1999 of the Public Records of Escambia County, Florida.

Parcel 9:

4507 Guerlain Way
#102S30-1000-005-015

Lot 5, Block 15, Montclair, Unit 2, being a portion of Sections 10 and 12, Township 2 South, Range 30 West, according to the plat thereof as recorded in Plat Book 4, Page 100 of the Public Records of Escambia County, Florida.

Being the same property as conveyed to David L Dyess and Virginia L Dyess, husband and wife, in a Quit Claim Deed dated 07/19/2004, filed 08/02/2004 in Book 5465 Page 1637 of the Public Records of Escambia County, Florida.

Parcel 10:

4402 Deauville Way
#102S30-1000-011-006

Lot 11, Block 6, Montclair Subdivision, Unit #1, a subdivision of a portion of Sections 10 and 12, Township 2 South, Range 30 West, Escambia County, Florida, according to plat recorded in Plat Book 4, Page 63 of the Public Records of said County.

Being the same property as conveyed to David Dyess, a married man, in a Warranty Deed dated 05/23/2003, filed 06/19/2003 in Book 5165 Page 1623

Parcel 11:

4410 Deauville Way
#102S30-1000-007-006

Lot 7, Block 6, of Montclair Subdivision, Unit No.1, Escambia County, Florida, according to the plat filed in Plat Book 4, Page 63, of the Public Records of Escambia County, Florida.

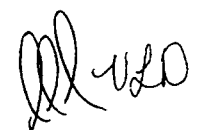
Being the same property as conveyed to David L Dyess and Virginia L Dyess, husband and wife, in a Quit Claim Deed dated 06/16/2004, filed 06/24/2004 in Book 5439 Page 1890 of the Public Records of Escambia County, Florida.

Parcel 12:

526 Wynnehurst Street
#491S30-9101-001-047

The Easterly 1/2 of Lot 47, Boone Place, a subdivision of a portion of Section 49, Township 1 South, Range 30 West, Escambia County, Florida, according to plat recorded in Plat Book 2, Page 1 of the Public Records of said County, Florida.

Being the same property as conveyed to David L Dyess and Virginia L Dyess, husband and wife, in a Quit Claim Deed dated 07/19/2004, filed 08/02/2004 in Book 5466 Page 122 of the Public Records of Escambia County, Florida.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ARCHIVES AND RECORDS
CHILDSUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
JURY ASSEMBLY
JUVENILE
MENTAL HEALTH
MIS
OPERATIONAL SERVICES
PROBATE
TRAFFIC



**COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT**

**BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY**

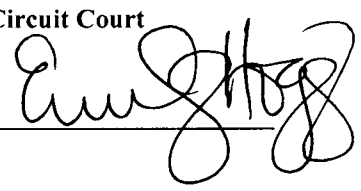
CLERK TO THE BOARD OF
COUNTY COMMISSIONERS
OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 044353100 Certificate Number: 002466 of 2013**

**Payor: UNITED BANK 5907 BERRYHILL MEDICAL PARK DR MILTON FL 32570 Date
09/02/2015**

Clerk's Check #	508032	Clerk's Total	\$499.26
Tax Collector Check #	1	Tax Collector's Total	\$3,498.82
		Postage	\$60.00
		Researcher Copies	\$40.00
		Total Received	\$4,098.08

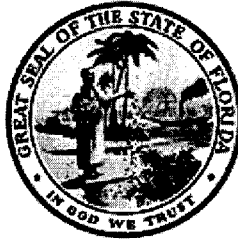
PAM CHILDERS
Clerk of the Circuit Court

Received By: 
Deputy Clerk

**Escambia County Government Complex • 221 Palafox Place Ste 110 • PENSACOLA, FLORIDA 32502
(850) 595-3793 • FAX (850) 595-4827 • <http://www.clerk.co.escambia.fl.us>**

15-584

PAM CHILDERS
 CLERK OF THE CIRCUIT COURT
 ARCHIVES AND RECORDS
 CHILDSUPPORT
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 COUNTY CIVIL
 COUNTY CRIMINAL
 DOMESTIC RELATIONS
 FAMILY LAW
 JURY ASSEMBLY
 JUVENILE
 MENTAL HEALTH
 MIS
 OPERATIONAL SERVICES
 PROBATE
 TRAFFIC



**COUNTY OF ESCAMBIA
 OFFICE OF THE
 CLERK OF THE CIRCUIT COURT**

**BRANCH OFFICES
 ARCHIVES AND RECORDS
 JUVENILE DIVISION
 CENTURY**

CLERK TO THE BOARD OF
 COUNTY COMMISSIONERS
 OFFICIAL RECORDS
 COUNTY TREASURY
 AUDITOR

Case # 2013 TD 002466
Redeemed Date 09/02/2015

Name UNITED BANK 5907 BERRYHILL MEDICAL PARK DR MILTON FL 32570

Clerk's Total = TAXDEED	\$499.26
Due Tax Collector = TAXDEED	\$3,498.82 4089.08
Postage = TD2	\$60.00
ResearcherCopies = TD6	\$40.00 9.00

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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FINANCIAL SUMMARY

No Information Available - See Dockets

Search Property	Property Sheet	Lien Holder's	Redeem	Forms	Courtview	Benchmark
Redeemed From Sale						



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

Tax Deed - Redemption Calculator

Account: 044353100 Certificate Number: 002466 of 2013

Redemption ☒ Yes Application Date 06/29/2015 Interest Rate 18%

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <u>10/05/2015</u>	Redemption Date <u>09/02/2015</u>
Months	4	3
Tax Collector	\$3,294.88	\$3,294.88
Tax Collector Interest	\$197.69	\$148.27
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$3,498.82	\$3,449.40 TC
Clerk Fee	\$130.00	\$130.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$221.00	\$221.00
App. Fee Interest	\$28.26	\$21.20
Total Clerk	\$499.26	\$492.20 CH
Postage	\$26.92	\$0.00
Researcher Copies	\$9.00	\$9.00
Total Redemption Amount	\$4,034.00	\$3,950.60
	Repayment Overpayment Refund Amount	\$83.40 \$267.48 redeemer

ACTUAL SHERIFF \$120.00

7/21/15 UNITED BANK CALLED FOR A QUOTE. EBH

Notes 7/21/15 VIRGINIA DYESS CALLED FOR A QUOTE. EBH



Submit

Reset

Print Preview



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

September 10, 2015

JSHERPA LLC AND J FLOY LLC PAR CITIBANK NA AS
4747 EXECUTIVE DR STE 510
SAN DIEGO CA 92121

Dear Certificate Holder:

The records of this office show that an application for a tax deed had been made on the property represented by the numbered certificate listed below. The property redeemed prior to sale; therefore your application fees are now refundable.

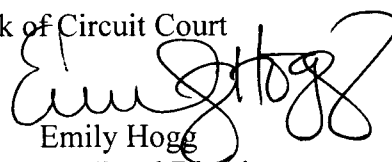
TAX CERT	APP FEES	INTEREST	TOTAL
2013 TD 000233	\$471.00	\$21.20	\$492.20
2013 TD 002466	\$471.00	\$21.20	\$492.20

TOTAL \$984.40

Very truly yours,

PAM CHILDERS
Clerk of Circuit Court

By:


Emily Hogg
Tax Deed Division



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

September 10, 2015

UNITED BANK
5907 BERRY HILL MEDICAL PARK DR
MILTON FL 32570

Dear Redeemer,

The records of this office show that an application for a tax deed had been made on the property represented by the numbered certificate listed below. The property was redeemed by you. A refund of unused fees/interest is enclosed.

If you have any questions, please feel free to give me a call.

CERTIFICATE NUMBER

REFUND

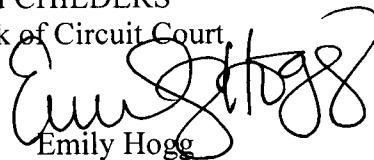
2013 TD 003525	\$551.15
2013 TD 002466	\$267.48
2013 TD 002521	\$274.62
2013 TD 002892	\$260.72
2013 TD 002906	\$253.56
2013 TD 002934	\$261.87
2013 TD 002951	\$266.87
2013 TD 002952	\$261.69


TOTAL \$2,397.96

Very truly yours,

PAM CHILDERS
Clerk of Circuit Court

By:


Emily Hogg
Tax Deed Division

 **PAULA D. TURNER**
Notary Public - State of Florida
Commission #FF187479
My Commission Expires
August 24, 2016