FORM 513
(r.12/00)

TAX COLLECTOR'S CERTIFICATION

Application Date / Number
Jun 29, 2015 / 150189

This is to certify that the holder listed below of Tax Sale Certificate Number **2013 / 2906.0000** , 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:** 05-3381-000

Certificate Holder:
B LOW LLC AND CBBTL LLC PARTNE CITIBANK, N.A., AS
4747 EXECUTIVE DR., STE 510
SAN DIEGO, CALIFORNIA 92121

Property Owner:
DYESS DAVID L
4321 LA MIRAGE
PENSACOLA , FLORIDA 32504

Legal Description:
LT 7 BLK 18 MONTCLAIR UNIT NO 2 PB 4 P 100 OR 5096 P 410 SEC 10/12 T 2S R 30W

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	2906.0000	06/01/13	$770.68	$0.00	$38.53	$809.21

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	2700.0000	06/01/15	$674.16	$6.25	$33.71	$714.12
2014	2530.0000	06/01/14	$678.34	$6.25	$33.92	$718.51

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)	$2,241.84
2. Total of Delinquent Taxes Paid by Tax Deed Application	$0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	
4. Ownership and Encumbrance Report Fee	$200.00
5. Tax Deed Application Fee	$125.00
6. Total Certified by Tax Collector to Clerk of Court	$2,566.84
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	$2,566.84
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	$6.25
17. Total Amount to Redeem	

*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: 150189

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I, **B LOW LLC AND CBBTL LLC PARTNE 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
2906.0000	05-3381-000	06/01/2013	LT 7 BLK 18 MONTCLAIR UNIT NO 2 PB 4 P 100 OR 5096 P 410 SEC 10/12 T 2S R 30W

2014 TAX ROLL
DYESS DAVID 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) — 06/29/2015

Applicant's Signature — Date

Chris Jones
Escambia CountyProperty Appraiser

General Information

Reference:	102S301000007018
Account:	053381000
Owners:	DYESS DAVID L
Mail:	4321 LA MIRAGE PENSACOLA, FL 32504
Situs:	944 MONTCLAIR RD 32505
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	COUNTY MSTU
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	$4,500	$29,955	$34,455	$34,455
2013	$4,500	$29,671	$34,171	$34,171
2012	$9,500	$29,671	$39,171	$39,171

Disclaimer

Amendment 1/Portability Calculations

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
03/2003	5096	410	$45,000	WD	View Instr
04/2002	4888	862	$100	CT	View Instr
04/2000	4552	656	$57,900	WD	View Instr
07/1996	4019	775	$55,000	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

LT 7 BLK 18 MONTCLAIR UNIT NO 2 PB 4 P 100 OR 5096 P 410 SEC 10/12 T 2S R 30W

Extra Features

None

Parcel Information

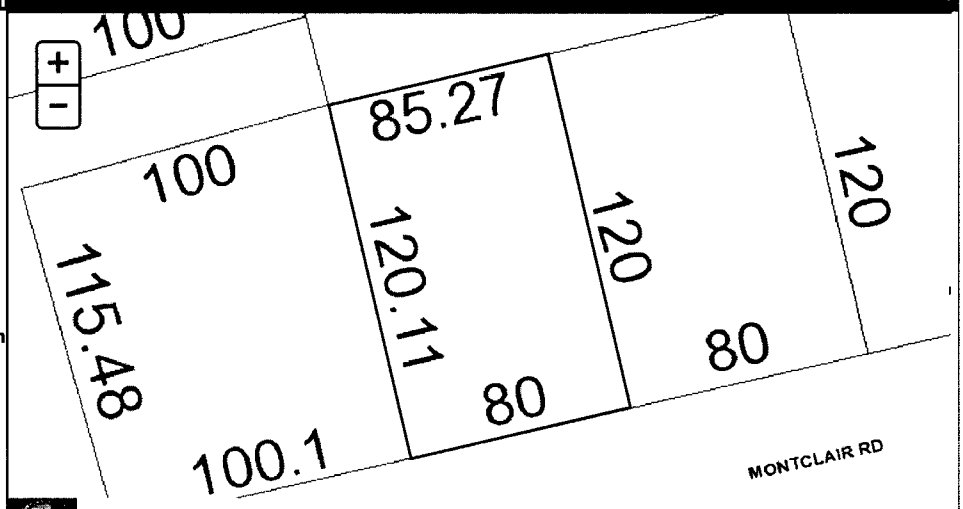
Launch Interactive Map

Section Map Id:
46-1S-30-2

Approx. Acreage:
0.2000

Zoned:
MDR

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

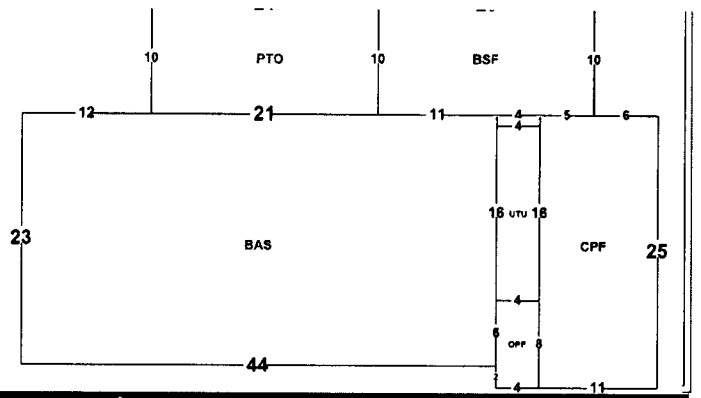
Address:944 MONTCLAIR RD, Year Built: 1959, Effective Year: 1959

Structural Elements
DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*VINYL SIDING*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*

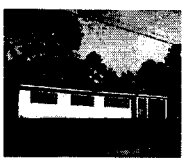
NO. PLUMBING FIXTURES-*3*
NO. STORIES-*1*
ROOF COVER-*BLT UP ON WOOD*
ROOF FRAMING-*GABLE*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*MASONRY PIL/STL*

Areas - 1793 Total SF

BASE AREA - *1012*
BASE SEMI FIN - *200*
CARPORT FIN - *275*
OPEN PORCH FIN - *32*
PATIO - *210*
UTILITY UNF - *64*



Images



12/30/02

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.92144)

15-598

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.: 12200

July 10, 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 07-10-1995, through 07-10-2015, and said search reveals the following:

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

   David L. Dyess

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 10, 2015

OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION

File No.: 12200

July 10, 2015

Lot 7, Block 18, Montclair Unit No. 2, as per plat thereof, recorded in Plat Book 4, Page 100, of the Public Records of Escambia County, Florida

OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE

File No.: 12200 July 10, 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 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 $34,455.00. Tax ID 05-3381-000.

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: rcsgt@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.: 05-3381-000

CERTIFICATE NO.: 2013-2906

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
4321 La Mirage
Pensacola, FL 32504

Unknown Tenants
944 Montclair Rd.
Pensacola, FL 32505

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.

28.50
315

OR BK 5096 PG0410
Escambia County, Florida
INSTRUMENT 2003-073820

DEED DOC STAMPS PD @ ESC CO $ 315.00
03/21/03 ERNIE LEE MAGAHA, CLERK
By:

PREPARED BY & RETURN TO:
SECURITY FIRST TITLE PARTNERS
1331 CREIGHTON RD. SUITE C.
PENSACOLA, FL 32504

PS00092

SPECIAL WARRANTY DEED

State of Florida
County of Escambia

This SPECIAL WARRANTY DEED made the 4th day of March, 2003 by Bank of New York as Trustee for New South Federal Savings Series 2001-1, hereinafter called the grantor, to David L. Dyess, a married man whose post office address is 4321 La Mirage Drive, Pensacola, Florida 32504, hereinafter called the grantee.

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this insrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporation)

WITNESSETH: That the grantor, for and in consideration of the sum of ten dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

See Attached Exhibit "A"

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 grantor hereby convenants with said grantee that the grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.

IN WITNESS WHEREOF, the said grantor has hereunto set our hands and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Sign and Print Name: Mark Attaway

Sign and Print Name:

By: Ernest Cermak
Its: Senior Vice President

State of Alabama

County of Jefferson

I HEREBY CERTIFY that on this the 4th day of March, 2003, before me, Ernest Cermak, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Ernest Cermak to me known to be the person or who produced _____ as identification and who executed the forgoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of March, 2003.

Notary Public

MY COMMISSION EXPIRES FEBRUARY 12, [illegible]

NOTARY PUBLIC
OKLAHOMA STATE

Schedule A

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.

OR BK 5096 PG0412
Escambia County, Florida
INSTRUMENT 2003-073820

RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: 944 Montclair Rd

Legal Address of Property: 944 Montclair Rd, Pensacola, Florida 32505

The County (x) has accepted ( ) has not accepted the abotting roadway for maintenance.

This form completed by: Security First Title Partners
1335 Creighton Road
Pensacola, Florida 32504

AS TO SELLER(S):

Ernest Cermak, Senior VP
Bank of New York, as Trustee for

New South Federal Savings Bank, Series

Witness to Seller(s)

Mark Attaway

AS TO BUYER(S):

David L. Dyess

Witness to Buyer(s)

THIS FORM APPROVED BY THE
ESCAMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS
Effective: 4/15/95

OR BK 5096 PG0413
Escambia County, Florida
INSTRUMENT 2003-073820

RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made a part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: 944 Montclair Rd

Legal Address of Property: 944 Montclair Rd, Pensacola, Florida 32505

The County (x) has accepted ( ) has not accepted the abutting roadway for maintenance.

This form completed by: Security First Title Partners
1335 Creighton Road
Pensacola, Florida 32504

AS TO SELLER(S):

Witness to Seller(s)

Bank of New York, as Trustee for

New South Federal Savings Bank, Series

AS TO BUYER(S):

David L. Dyess

Witness to Buyer(s)

WENDY WHITE

Faith M Hoffman

THIS FORM APPROVED BY THE
ESCAMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS
Effective: 4/15/95

OR BK 5096 PG0414
Escambia County, Florida
INSTRUMENT 2003-073820

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: 944 Montclair Rd, Pensacola, Florida 32505

Buyer/Seller are aware that the property is on a (x) 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 ( )

This form completed by: SECURITY FIRST TITLE PARTNERS
1335 Creighton Road
Pensacola, FL 32504

AS TO SELLER(S):

Ernest Cusack, Senior VP
Bank of New York, as Trustee for

New South Federal Savings Bank, Series

AS TO BUYER(S):

David L. Dyess

OR BK 5096 PG0415
Escambia County, Florida
INSTRUMENT 2003-073820

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: 944 Montclair Rd, Pensacola, Florida 32505

Buyer/Seller are aware that the property is on a (x) 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 ( )

This form completed by: SECURITY FIRST TITLE PARTNERS
1335 Creighton Road
Pensacola, FL 32504

AS TO SELLER(S):

Bank of New York, as Trustee for

New South Federal Savings Bank, Series

RCD Mar 21, 2003 08:49 am
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2003-073820

AS TO BUYER(S):

David L. Dyess

Recorded in Public Records 07/08/2008 at 08:59 AM OR Book 6349 Page 1802, Instrument #2008051508, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording $95.00 MTG Stamps $3412.50 Int. Tax $1950.00

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 $848,534.68, 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 FL 32504
City State Zip

Mortgagee:

United Bank

Milton Branch

PO Box 8
Mailing Address

Atmore AL 36504
City State 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 $848,534.68, 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 Tonjia Brown

Mortgagor:

DAVID L DYESS A.K.A DAVID DYESS — Date 7-7-08

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 Escambia

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.

Notary Public State of Florida
Tonjia Brown
My Commission DD782982
Expires 04/13/2011

Tonjia Brown

Print Name: Tonjia Brown

Notary Public
Commission Number, if any: DD782982

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 Florelle 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.

VLD

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 ½ 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.

Parcel 13:
701 Calais Lane
#012S30-1001-005-007

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

Being the same property as conveyed to David Dyess and Virginia Dyess, husband and wife, in a Quit Claim Deed dated 04/29/2005 filed 05/11/2005 in Book 5637 Page 59 of the Public Records of Escambia County, Florida.

Parcel 14:
903 Montclair Road
#102S30-1000-017-019

Lot 17, in Block 19, of Montclair, Unit No. 2, being a portion of Section 10, Township 2 South, Range 30 West, Escambia County, according to the map or plat thereof as recorded in Plat Book 4, Page 100, 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 02/14/2005, filed 03/10/2005 in Book 5590 Page 1700 of the Public Records of Escambia County, Florida.

Parcel 15:
4535 Versailles Drive
#102S30-1001-010-002

Lot 1, Block 2, Eastmont, Unit No.1, being 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 David L Dyess, a married man, in a General Warranty Deed dated 05/16/2005, filed 05/23/2005 in Book 5645 Page 10 of the Public Records of Escambia County, Florida.

Parcel 16:
718 Montclair Road
#102S30-1001-001-001

Lot 1, Block 1, Eastmont Unit No. 1, according to the Plat thereof, as recorded in Plat Book 5, Page 3, of the Public Records of Escambia County, Florida.

Being the same property as conveyed to David L Dyess in a Warranty Deed dated 05/01/2007, filed 05/03/2007 in Book 6137 Page 1898 of the Public Records of Escambia County, Florida.

Parcel 17:
1207 Grandview Street
#332S30-3301-002-277

Lot 2, Block 277, North Mulworth, being a re-subdivision of the Second Mulworth Subdivision, as recorded in Plat Book 1, Page 47, of the records of Escambia County, Florida, and being part of Section 33, Township 2 South, Range 30 West, the plat of North Mulworth being recorded on December 5, 1939 in Plat Book 1, Page 51 of the Public Records of Escambia County, Florida.

Being the same property as conveyed to David L Dyess in a Warranty Deed dated 01/03/2008, filed 01/11/2008 in Book 6274 Page 84 of the Public Records of Escambia County, Florida.

Parcel 18:
920 Rock Creek Avenue
#441S30-1000-010-008

Lot 10, in Block 8, of Unit No. 3 of Crescent Lake, being a portion of Sections 44 and 52, Township 1 South, Range 30 West, according to the plat thereof, as recorded in Plat Book 5, at Page 7, of the Public Records of Escambia County, Florida.

Being the same property as conveyed to David L Dyess, married man, in a Special Warranty Deed dated 12/21/2007, filed 12/27/2007 in book 6267 Page 1226 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: 053381000 Certificate Number: 002906 of 2013

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

Clerk's Check #	508025	Clerk's Total	$499.26
Tax Collector Check #	1	Tax Collector's Total	$2,727.10
		Postage	$60.00
		Researcher Copies	$40.00
		Total Received	$3,326.36

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

15-598

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ARCHIVES AND RECORDS
CHILDSUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
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COUNTY OF ESCAMBIA
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BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

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

Case # 2013 TD 002906
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	$2,~~7~~27.10 $ 3314.36
Postage = ~~TD2~~	$60.00
ResearcherCopies = TD6	~~$40.00~~ $12.00

• **For Office Use Only**

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name

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: 053381000 Certificate Number: 002906 of 2013

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

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 10/05/2015	Redemption Date 09/02/2015
Months	4	3
Tax Collector	$2,566.84	$2,566.84
Tax Collector Interest	$154.01	$115.51
Tax Collector Fee	$6.25	$6.25
Total Tax Collector	$2,727.10	$2,688.60 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	$20.19	$0.00
Researcher Copies	$12.00	$12.00
Total Redemption Amount	$3,258.55	$3,192.80
	Repayment Overpayment Refund Amount	$65.75 $253.56 redeemer

Notes
ACUTAL SHERIFF $80.00
7/21/15 UNITED BANK CALLED FOR A QUOTE. EBH
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

CBBTL LLC AND B LOW LLC PARTNE 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 002139	$471.00	$21.20	$492.20
2013 TD 002521	$471.00	$21.20	$492.20
2013 TD 002906	$471.00	$21.20	$492.20

TOTAL $1,476.60

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

THE ESCAMBIA SUN-PRESS, LLC

PUBLISHED WEEKLY SINCE 1948

(Warrington) Pensacola, Escambia County, Florida

STATE OF FLORIDA

County of Escambia

Before the undersigned authority personally appeared

MICHAEL P. DRIVER

who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly newspaper published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a

NOTICE **in the matter of** SALE

10/05/2015 - TAX CERTIFICATE # 02906

in the CIRCUIT **Court**

was published in said newspaper in the issues of

SEPTEMBER 3, 10, 17, 24, 2015

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

PUBLISHER

Sworn to and subscribed before me this 24TH DAY OF SEPTEMBER **A.D., 2015**

PAULA D. TURNER **NOTARY PUBLIC**

PAULA D. TURNER
Notary Public - State of Florida
Commission #FF167479
My Commission Expires
August 24, 2016

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That B LOW LLC AND CBBTL LLC PARTNE CITIBANK NA AS holder of Tax Certificate No. 02906, issued the 1st day of June, A.D., 2013 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

LT 7 BLK 18 MONTCLAIR UNIT NO 2 PB 4 P 100 OR 5096 P 410 SEC 10/12 T 2S R 30W

SECTION 10, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 053381000 (15-598)

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

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 5th day of October 2015.

Dated this 3rd day of September 2015.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
(SEAL)
By: Emily Hogg
Deputy Clerk

oaw-4w-09-03-10-17-24-2015