

TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Jun 29, 2015 / 150199

This is to certify that the holder listed below of Tax Sale Certificate Number **2013 / 2952.0000**, 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: 05-3788-000**

Certificate Holder:

GEEZ LLC AND CMON LLC PARTNERS CITIBANK, N.A., AS
4747 EXECUTIVE DR., STE 510
SAN DIEGO, CALIFORNIA 92121

Property Owner:

DYESS DAVID & VIRGINIA
4321 LA MIRAGE
PENSACOLA, FLORIDA 32504

Legal Description:

LT 8 BLK 8 EASTMONT UNIT NO 1 PB 5 P 3 SEC 46/10 T 1/2S R 30 OR 4757 P 1220 OR 4777 P 198

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	2952.0000	06/01/13	\$766.92	\$0.00	\$38.35	\$805.27

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	2753.0000	06/01/15	\$796.46	\$6.25	\$39.82	\$842.53
2014	2574.0000	06/01/14	\$758.33	\$6.25	\$37.92	\$802.50

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

\$2,450.30
\$0.00
\$200.00
\$125.00
\$2,775.30
\$2,775.30
\$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.

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**GEEZ LLC AND CMON LLC PARTNERS 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
2952.0000	05-3788-000	06/01/2013	LT 8 BLK 8 EASTMONT UNIT NO 1 PB 5 P 3 SEC 46/10 T 1/2S R 30 OR 4757 P 1220 OR 4777 P 198

2014 TAX ROLL

DYESS DAVID & VIRGINIA
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](#)
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[Printer Friendly Version](#)

General Information

Reference: 1025301001008008
Account: 053788000
Owners: DYESS DAVID & VIRGINIA
Mail: 4321 LA MIRAGE
 PENSACOLA, FL 32504
Situs: 702 BEAUVAIS 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	\$10,925	\$30,950	\$41,875	\$41,875
2013	\$10,925	\$28,024	\$38,949	\$38,949
2012	\$10,925	\$28,024	\$38,949	\$38,949

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

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
09/2001	4777	198	\$100	WD	View Instr
08/2001	4757	1220	\$36,500	WD	View Instr
02/1992	3132	263	\$25,000	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 8 BLK 8 EASTMONT UNIT NO 1 PB 5 P 3 SEC 46/10 T 1/2S R 30 OR 4757 P 1220 OR 4777 P 198

Extra Features

FRAME BUILDING

Parcel Information

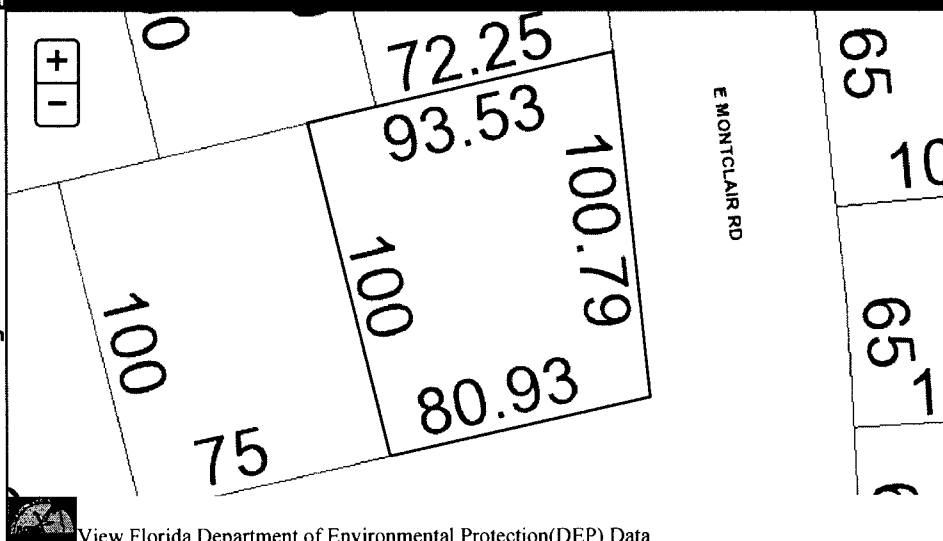
[Launch Interactive Map](#)

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: 702 BEAUVAIS RD, Year Built: 1958, Effective Year: 1958

Structural Elements

DECOR/MILLWORK-AVERAGE
 DWELLING UNITS-1
 EXTERIOR WALL-VINYL SIDING
 EXTERIOR WALL-CONCRETE BLOCK
 FLOOR COVER-ASPHALT TILE
 FOUNDATION-SLAB ON GRADE
 HEAT/AIR-CENTRAL H/AC
 INTERIOR WALL-DRYWALL-PLASTER

NO. PLUMBING FIXTURES-3
NO. STORIES-1
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-GABLE
STORY HEIGHT-0
STRUCTURAL FRAME-MASONRY
PIL/STL

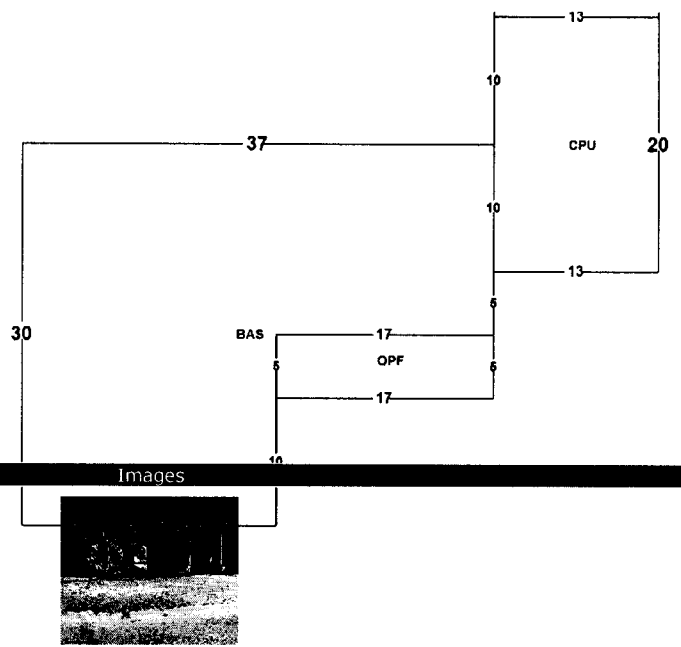
 Areas - 1278 Total SF

BASE AREA - 855

CARPORT UNF - 260

OPEN PORCH FIN - 85

UTILITY UNF - 78



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.96002)

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

15-603

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 12211

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 Dyess and Virginia 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.: 12211

July 14, 2015

Lot 8, Block 8, Eastmont, Unit 1, as per plat thereof, recorded in Plat Book 5, Page 3, of the Public Records of Escambia County, Florida

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 12211

July 14, 2015

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

1. Mortgage executed by David Dyess and Virginia 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 \$41,875.00. Tax ID 05-3788-000.

PLEASE NOTE THE FOLLOWING:

- A. Subject to current year taxes.
- B. Taxes and assessments due now or in subsequent years.
- C. Subject to Easements, Restrictions and Covenants of record.
- D. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.
- E. Oil, gas and mineral or any other subsurface rights of any kind or nature.

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE

PENSACOLA, FLORIDA 32503

TEL. (850) 478-8121 FAX (850) 476-1437

Email: rcsgr@aol.com

Janet Holley
Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32596

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 10-5-2015

TAX ACCOUNT NO.: 05-3788-000

CERTIFICATE NO.: 2013-2952

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.

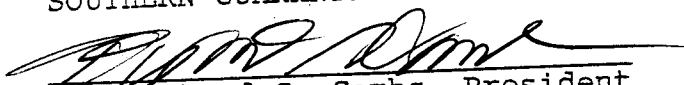
David Dyess
Virginia Dyess
4321 La Mirage
Pensacola, FL 32504

Unknown Tenants
702 Beauvais 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.

600
70

This instrument prepared by:
✓ Denis A. Braslow
Attorney at Law
700 S. Palafox Street, Suite 315
Pensacola, FL 32501

OR BK 4777 P80198
Escambia County, Florida
INSTRUMENT 2001-887684

REC REC STAMP P & REC CO 1 0.70
10/01/01 ERNIE LEE MAGAHA, CLERK

By: *[Signature]*
RCD Oct 01, 2001 10:50 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-887684

Parcel ID Number: 05-3788-000/102S301001008008

Warranty Deed

This Indenture, Made this 27th day of September, 2001 A.D. Between
David Dyess, a married man

of the County of Escambia, State of Florida, grantor, and
David Dyess and Virginia Dyess, husband and wife

whose address is: 4321 La Mirage Drive, Pensacola, FL 32504

of the County of Escambia, State of Florida, grantees.

Witnesseth that the GRANTOR, for and in consideration of the sum of

-----TEN DOLLARS (\$10)----- DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEES, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEES and GRANTEES' heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of Escambia State of Florida to wit:
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.

The property herein conveyed DOES NOT constitute the HOMESTEAD
property of the Grantor.

THE PURPOSE OF THIS INSTRUMENT IS TO CREATE AN ESTATE BY THE
ENTIRETY.

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

In Witness Whereof, the grantor has hereunto set hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]

Denis A. Braslow
Witness

[Signature]

Sheryl Bertsch
Witness

[Signature] (Seal)

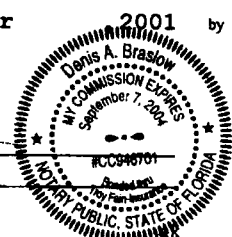
David Dyess
P.O. Address: 4321 La Mirage Drive, Pensacola, FL 32504

STATE OF Florida
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 27th day of September
David Dyess, a married man

who is personally known to me or who has produced driver's license as identification.

Printed Name:
Notary Public



10.50
255.50
This instrument prepared by:

✓ Denis A. Braslow
Attorney at Law
700 S. Palafox Street, Suite 315
Pensacola, FL 32501

OR BK 4757 PG 1220
Escambia County, Florida
INSTRUMENT 2001-874939

DEED REC STAMPS PG 8 ESC CO \$ 255.50
08/20/01 EMILY LEE ADAMS, CLERK

By: *[Signature]*

Parcel ID Number: 05-3788-000

Warranty Deed

This Indenture, Made this 8th day of August, 2001 A.D., **Between**
Earl H. Miller and Iva D. Miller, husband and wife

of the County of Clark,
David Dyess, a married man, State of OH, grantors, and

whose address is: 4321 La Mirage, Pensacola, FL 32504

of the County of Escambia, State of Florida, grantee.

Witnesseth that the GRANTORS, for and in consideration of the sum of

-----TEN DOLLARS (\$10)----- DOLLARS,
and other good and valuable consideration to GRANTORS in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, have
granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate,
lying and being in the County of Escambia State of Florida to wit:
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 THE SUBDIVISION RECORDED IN PLAT OF SAID
SUBDIVISION RECORDED IN PLAT BOOK 5, PAGE 3 OF THE PUBLIC RECORDS OF
SAID COUNTY.

and the grantors do hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

In Witness Whereof, the grantors have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in our presence:

[Signature]
Printed Name: Jessica Flanery
Witness

[Signature]
Printed Name: Heather Bowman
Witness

[Signature]
Earl H. Miller
P.O. Address: 2140 Shawnee Ave, Springfield OH 45506

[Signature]
Iva D. Miller
P.O. Address: 2140 Shawnee Ave, Springfield OH 45506

STATE OF OH
COUNTY OF Clark

The foregoing instrument was acknowledged before me this 8th day of August, 2001 by
Earl H. Miller and Iva D. Miller, husband and wife

who is personally known to me in my official capacity as Maureen F. Beatty as identification.

[Signature]
Printed Name: MAUREEN F. BEATTY
Notary Public

MAUREEN F. BEATTY
Notary Public, State of Ohio
My Commission Expires Sept. 20, 2001

10192

OR BK 4757 PG 1221
Escambia County, Florida
INSTRUMENT 2001-874939

**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 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: Beauvais Road

Legal Address of Property: 702 Beauvais Road, Pensacola, FL 32505

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

This form completed by: Denis A. Braslow, Attorney at Law
700 S. Palafox Street, Suite 315
Pensacola, FL 32501

WITNESS:

AS TO SELLER(S):

Jessica Flanery
Witness: Jessica Flanery
Heather Bowman
Witness: Heather Bowman

Earl H. Miller
Earl H. Miller
Iva D. Miller
Iva D. Miller

AS TO BUYER(S):

[Signature]
Witness: [Signature]
Witness: [Signature]

[Signature]
David Dyess

THIS FORM IS APPROVED BY THE
ESCAMBIA COUNTY BOARD OF COUNTY
COMMISSIONERS

RCD Aug 20, 2001 04:50 pm
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-874939

FANDRO7032008112953A

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 \$648,534.68, 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):

Mortgagee:

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

United Bank

Milton Branch

4321 LeMIRAGE DRIVE

Mailing Address

PO Box 8

Mailing Address

PENSACOLA

FL

32504

City

State

Zip

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 Tonja Brown

Mortgagor:

DAVID L DYESS A.K.A DAVID DYESS

7-7-08
Date

VIRGINIA DYESS A.K.A. VIRGINIA DYESS

7-7-08
Date

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 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.

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: 053788000 Certificate Number: 002952 of 2013**

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

Clerk's Check #	508030	Clerk's Total	\$499.26
Tax Collector Check #	1	Tax Collector's Total	\$2,948.07
		Postage	\$60.00
		Researcher Copies	\$40.00
		Total Received	\$3,547.33

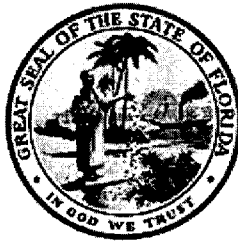
**PAM CHILDERS
Clerk of the Circuit Court**

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>**

15-603

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 002952
 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	\$2,948.07	\$3540.33
Postage = TD2	\$60.00	
ResearcherCopies = TD6	\$40.00	\$7.00

• 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: 053788000 Certificate Number: 002952 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	\$2,775.30	\$2,775.30
Tax Collector Interest	\$166.52	\$124.89
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$2,948.07	\$2,906.44 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	\$7.00	\$7.00
Total Redemption Amount	\$3,481.25	\$3,405.64
	Repayment Overpayment Refund Amount	\$75.61 \$261.69 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

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



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

CMON LLC AND GEEZ LLC PARTNERS 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.

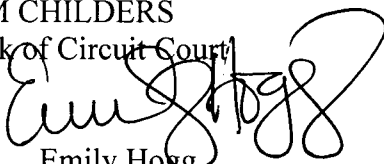
TAX CERT	APP FEES	INTEREST	TOTAL
2013 TD 001373	\$471.00	\$21.20	\$492.20
2013 TD 002952	\$471.00	\$21.20	\$492.20
2013 TD 001834	\$471.00	\$21.20	\$492.20

TOTAL \$1,476.60

Very truly yours,

PAM CHILDERS
Clerk of Circuit Court

By:


Emily Hogg
Tax Deed Division

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 # 02952

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

**NOTICE OF APPLICATION FOR
TAX DEED**

NOTICE IS HEREBY GIVEN, That GEEZ LLC AND CMON LLC PARTNERS CITIBANK NA AS holder of Tax Certificate No. 02952, 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 8 BLK 8 EASTMONT UNIT NO 1
PB 5 P 3 SEC 46/10 T 1/2S R 30 OR
4757 P 1220 OR 4777 P 198

SECTION 10, TOWNSHIP 2 S,
RANGE 30 W

TAX ACCOUNT NUMBER 053788000
(15-603)

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

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

PAULA D. TURNER

NOTARY PUBLIC

