#### TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
May 18, 2015 / 150126

This is to certify that the holder listed below of Tax Sale Certificate Number 2013 / 4161.0000, 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: 07-2288-000

**Certificate Holder:** 

BLACKWELL EDDIE TTEE/BLACKWELL LIVING TRUST

723 OVERBROOK DRIVE

17. Total Amount to Redeem

FORT WALTON BEAC, FLORIDA 32547

**Property Owner:** 

POWELL JOSEPH W & SHERI LYN

113 BEECH ST

PENSACOLA, FLORIDA 32506

**Legal Description:** 

LT 51 2ND ADDN PINEHURST PB 2 P 99 OR 3165 P 903 CA 185

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:

CERTIFICATES REDEEMED BY APPLICANT OR INCLUDED (COUNTY) IN CONNECTION WITH THIS APPLICATION:

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2014	3846.0000	06/01/14	\$257.41	\$0.00	\$12.87	\$270.28
2013	4161.0000	06/01/13	\$258.05	\$0.00	\$42.58	\$300.63

Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed	
by Applicant or Included (County)	\$570.91
2. Total of Delinguent Taxes Paid by Tax Deed Application	\$0.00
3. Total of Current Taxes Paid by Tax Deed Applicant (2014)	\$208.90
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	\$1,104.81
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	\$1,104.81
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.	\$16,001.50
15. Statutory (Opening) Bid; Total of Lines 12 thru 14	
16. Redemption Fee	\$12.50

\*Done this 18th day of May, 2015

tax collector, ESCAMBIA COUNTY, FLORIDA

By Shirley A. Rich, CFCA

Senior Deputy Joy Collector

\* 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,

**BLACKWELL EDDIE TTEE/BLACKWELL LIVING** 

**TRUST** 

**723 OVERBROOK DRIVE** 

FORT WALTON BEAC, Florida, 32547

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** 

4161.0000

07-2288-000

06/01/2013

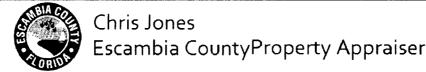
LT 51 2ND ADDN PINEHURST PB 2 P 99

OR 3165 P 903 CA 185

**2014 TAX ROLL** 

POWELL JOSEPH W & SHERI LYN 113 BEECH ST PENSACOLA, Florida 32506

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



Real Estate Tangible Property Amendment 1/Portability Search Search List Calculations

#### **Back**

Navigate Mode Account Reference Printer Friendly Version

Reference:

342S301263000051

Account:

072288000

Owners:

POWELL JOSEPH W & SHERI LYN

Mail:

113 BEECH ST PENSACOLA, FL 32506

Situs:

113 BEECH ST 32506

**Use Code:** 

SINGLE FAMILY RESID P

Taxing

COUNTY MSTU

**Authority:** Tax Inquiry:

Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector

Land:

Total:

2014 Certified Roll Assessment

\$39,069

\$27,194

\$11,875

Save Our Homes:

Improvements:

\$32,003

Disclaimer

Amendment 1/Portability Calculations

Sales Data

### Sale Date Book Page Value Type

Official Records (New Window)

04/1992 3165 903 \$32,000 WD 02/1985 2029 486 \$26,000 WD View Instr View Instr

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

2014 Certified Roll Exemptions

HOMESTEAD EXEMPTION

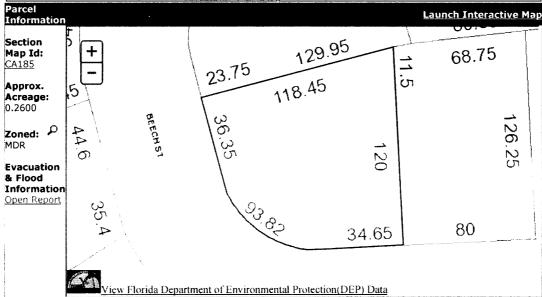
**Legal Description** 

LT 51 2ND ADDN PINEHURST PB 2 P 99 OR 3165 P 903

CA 185

Extra Features

None

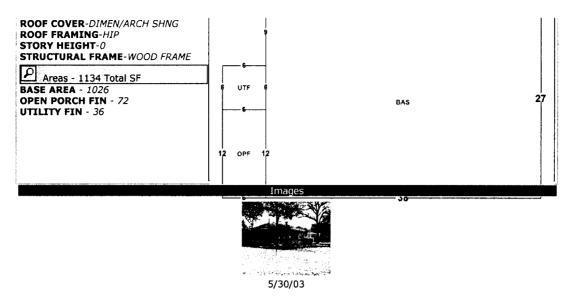


#### <u>Buil</u>dings

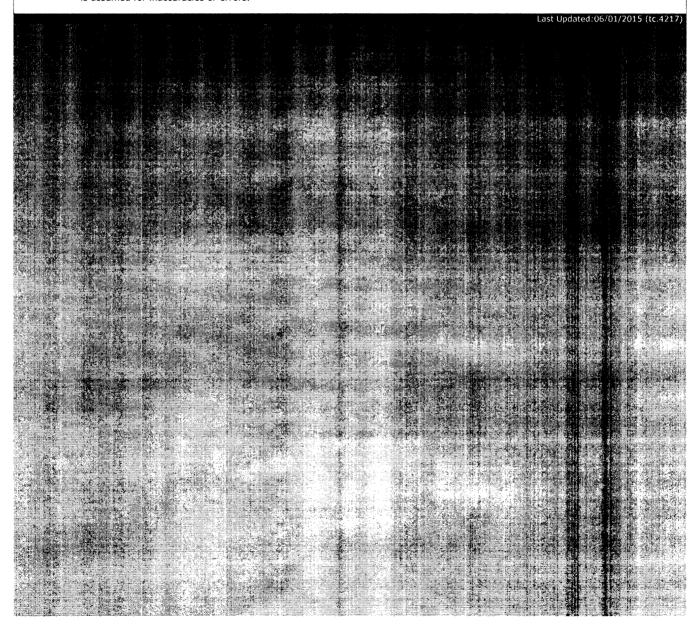
#### Address:113 BEECH ST, Year Built: 1951, Effective Year: 1951

Structural Elements
DECOR/MILLWORK-AVERAGE **DWELLING UNITS-1 EXTERIOR WALL-SIDING-SHT.AVG.** FLOOR COVER-ASPHALT TILE FOUNDATION-SLAB ON GRADE **HEAT/AIR-WALL/FLOOR FURN INTERIOR WALL-DRYWALL-PLASTER** NO. PLUMBING FIXTURES-3

NO. STORIES-1



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



## **Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B Pensacola, Florida 32503

Telephone: 850-478-8121 Facsimile: 850-476-1437

#### OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 12125 May 29, 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 05-29-1995, through 05-29-2015, and said search reveals the following:

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

Joseph Wheeler Powell and Sheri Lynn Powell, 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

May 29, 2015

## OWNERSHIP AND ENCUMBRANCE REPORT LEGAL DESCRIPTION

File No.: 12125 May 29, 2015

Lot 51, Block , Second Addition to Pinehurst, as per plat thereof, recorded in Plat Book 2, Page 99, of the Public Records of Escambia County, Florida

## OWNERSHIP AND ENCUMBRANCE REPORT CONTINUATION PAGE

File No.: 12125 May 29, 2015

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

- 1. That certain mortgage executed by Joseph Wheeler Powell and Sheri Lynn Powell, husband and wife in favor of American General Home Equity, Inc. NKA Springleaf Home Equity, Inc. dated 11/26/2004 and recorded 12/02/2004 in Official Records Book 5534, page 454 of the public records of Escambia County, Florida, in the original amount of \$23,000.00.
- 2. Utility Lien filed by ECUA recorded in O.R. Book 7295, page 601.
- 3. Taxes for the year 2012-2014 delinquent. The assessed value is \$39,069.00. Tax ID 07-2288-000.

#### 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 8-3-2015 TAX DEED SALE DATE: TAX ACCOUNT NO.: 07-2288-000 CERTIFICATE NO.: \_\_\_\_\_2013-4161 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. МО YES \_ Notify City of Pensacola, P.O. Box 12910, 32521 X Notify Escambia County, 190 Governmental Center, 32502 \_\_\_\_ Homestead for \_\_\_\_\_ tax year. Joseph Wheeler Powell Sheri Lynn Powell 113 Beech St. Pensacola, FL 32506 Springleaf Home Equity, Inc. formerly American General Home Equity, Inc. 730 W. Garden St. Pensacola, FL 32581 **ECUA** Pensacola, FL 32514 Certified and delivered to Escambia County Tax Collector, this 29th day of May , 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.

##3165# 903

FILE NO. 92013180 DOC. 192.00 REC6-00-5-/ TOTAL 198.00	`	nty Deed	V	Stewart Title 4400 Bayou E Pensacola, F	of Pensacola, Blvd., Suite 26 Iorida 32503.
STATE OF FLORIDA COUNTY OF Escambia KNOW ALL MEN BY THESE PRESI John K. Whitaker and Yamir	ENTS: That	11263000051		a Title Insura	he issuance of nce Policy.
212 N. Lopez, New Orleans,					
for and in consideration of Ten Dollar act and in consideration of Ten Dollar act anough the state of the sta	rs (\$10.00) and other go onveyed and granted ur	nto		he receipt of w	, Grantor* hich is hereby
123 December Observed					, Grantee*
grantee's heirs, executors, administra		er, the following desc		ty, situate, lyin	rs ==a being in
Lot 51, Second Addition to Township 2 South, Range 30 of said subdivision record of said County.	) West, Escambia	County, Florida	. accordi	ng to Plat	
D.S. PO. 5/92.00			DE A. J. A. F. S. A.	May	FILED .
JOE A. FLOWERS, COMPTRO	p.C.		:	77	် ယ
BY: 204 39-2043328-2			s :	55	ું ૧૭
		•	83.770% 196.86	76. H	ထ ယ
Subject to taxes for current year a not hereby reimposed. Subject also to Said grantor does fully warrant th whomsoever.  "Wherever used herein, the term " respective perfect hereto; the use of the genders.	oil, gas and mineral res ne title to said land and "granter" shall include th	servations of record. I will defend the same the heirs, personal representati	e against the	lawful claims of the	
IN WITNESS WHEREOF, granto	r has hereunto set gran	ntor's hand and seal o	n <u>Ap</u>	il 28, 1992	2
Signed sealed and delivered in the presence of:  Vondo Rhoma D. Mann	an)	John K. White	Whaker	etoh.	=== (SEAL)
Glenda C. Drewn	rewen	Yamina Region	Polha ii Waitak	am ush	ALCEAL)
STATE OF Florida COUNTY OF Escambia					<b>,</b>
Betore me the subscriber personal whitaker, who produced a dr	<u>rivers license an</u>	d who took an c	ath, and	1S	
known to me, and known to me to be the acknowledged that, as grantor, execute	! individual described by ad the same for the use	y said name in and who is and purposes there	executed the on set forth.	ne foregoing ins	strument and
Civen inder my hand and seal on	April 28	19,192	1-0	$\mathcal{A}$	
CLERK FILE NO.	074114	Notary Public	Rhonda I	Lal Nall	
1	(SEAL)	AA731439 My Commission Ex	pires: 101		E OF FLORIDA

This Instrument was prepared by:

AMERICAN GENERAL HOME EQUITY, INC.
730 W GARDEN
PENSACOLA, FL 32581-2343

OR BK 5534 PGO454 Escambia County, Florida INSTRUMENT 2004-307852

NTG ROC STRIPS PB & ESC CD \$ 80.50 12/02/04 EINTE LEE WIERIA, CLERK

INTROGIBLE TRY PO 8 ESC CO \$ 46.00 12/02/04 EINTE LEE INDRAN, CLERK



Account No. 20888216 (Space Above This Line for Recording Data)

#### **OPEN-END MORTGAGE**

# AMERICAN GENERAL FINANCIAL SERVICES

THIS OPEN-END MORTGAGE ("Security Instrument") is given on 11/26/04 ... The mortgagor is JOSEPH WHEELER POWEEL & SHERI LYNN POWELL HUSBAND & WIFE ("Borrower"). (indicate marital status) This Security Instrument is given to AMERICAN GENERAL HOME EQUITY, INC. which is organized and existing under the laws of FLORIDA and whose address is 730 W GARDEN PENSACOLA, FL 32581-2343 ("Lender"). Borrower may incur indebtedness to Lender in amounts fluctuating from time to time up to the appraised value of the real estate secured under this Security Instrument, but not exceeding the Credit Limit set by Lender (initially \$ 23000.00), which amount constitutes the maximum principal amount that may be secured at any one time under this Security Instrument. This debt is evidenced by Borrower's Home Equity Line of Credit Agreement dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable as provided in the Note. This Security Instrument secures to Lender; (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note; and (d) the unpaid balances of loan advances made after this Security Instrument is delivered to the recorder for record. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in ESCAMBIA County, Florida:

LOT 51, SECOND ADDITION TO PINEHURST, A SUBDIVISION OF A PORTION OF SECTION 34, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 99 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

WILSON, HARRELL, SMITH
& FARRINGTON, P.A.
307 SOUTH PALAFOX STREET
PENSACOLA, FL 32502
FILE #376-3895/

**RECORD & RETURN TO:** 

Prior Instrument Reference: Volume , Page ;

FLX251 (01-01-03) HELOC Mortgage

#### OR BK 5534 PGO455 Escambia County, Florida INSTRUMENT 2004-307852

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. At the request of Lender, Borrower shall begin making monthly payments into an escrow account for the payment of yearly taxes, insurance and other yearly charges imposed upon the Property.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and

2 shall be applied as provided in the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner prescribed by Lender and on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly

furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance camer providing the insurance

shall be chosen by Borrower subject to Lender's approval, which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender

may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless the Note provides otherwise, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender

agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees if and as permitted by applicable law, and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of

disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

## OR BK 5534 P60456 Escambia County, Florida INSTRUMENT 2004-307852

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall

in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fractions: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument whether or not then due.

Unless the Note provides otherwise, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 10. Borrower Not Released: Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceed permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.
- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 14. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
  - 15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 16. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised if the exercise of this option by Lender is prohibited by federal law as of the date of this Security Instrument

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

17. Borrower's Right to Reinstate. To the extent required by applicable law, Borrower may have the right to have enforcement of this Security Instrument discontinued. Upon reinstatement by Borrower, this Security Instrument and the obligations secured thereby shall remain fully effective as if no acceleration had occurred. n i nakabba i na 1881 - Natha Dattera 1881 - Natha Santa

FLX253 (01-01-03) HELOC MORTGAGE

#### OR BK 5534 PBO457 Escambia County, Florida INSTRUMENT 2004-307852

18. Acceleration; Remedies. Except as provided in paragraph 16, if Borrower is in default due to the occurrence of any of the events of default provided in the 'DEFAULT; TERMINATION AND ACCELERATION BY LENDER' provision of the Note, Lender shall give Borrower notice specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security instrument, foreclosure by judicial proceeding and sale of the Property. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security instrument without further demand and may foreclose this Security instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees if and as permitted by applicable law and costs of title evidence.

19. Lender in Possession; Assignment of Rents. Upon acceleration under paragraph 18 or abandonment of the Property, Lender (by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds, and reasonable attorneys' fees if and as permitted by applicable law, and then to the sums secured by this Security Instrument. Nothing herein contained shall be construed as constituting Lender a "mortgagee in possession" unless Lender shall have entered

into and shall remain in actual possession of the Property.

20. Release. Upon payment of all sums secured by this Security Instrument, Lender shall discharge this Security Instrument, Borrower shall pay any recordation costs.

21. Advances to Protect Security. This Security Instrument shall secure the unpaid balance of advances made by Lender, with respect to the Property, for the payment of taxes, assessments, insurance premiums and costs incurred for the protection of the

Property.

22. Mortgagors further agree not to violate any laws, ordinances or regulations of any nature whatsoever including but not limited to all environmental laws affecting said real property. Any such violation shall be deemed a default herein and Mortgagors agree to indemnify, defend and hold Mortgagee harmless against any claims and damages directly or indirectly caused by Mortgagors' actions including but not limited to clean-up costs arising thereunder and any reasonable attorneys' fees and costs appertaining thereto, and that said claims and damages shall be deemed additional sums due under the mortgage indebtedness set forth in the note executed in conjunction herewith.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and expressly releases and waives Borrower's right of homestead in the Property. Borrower and Spouse does not hereby waive or

release any homestead tax exemption which may be available to Borrower.

By signing below, SHERI LYNN POWELL

By signing below, SHERI LYNN POWELL

Instrument solely for the purpose of mortgaging and releasing (and does hereby so release and mortgage) all of such spouse's rights of homestead in the property.

Witnesses:

Borrower

JOSEPHE WHEELER POWELL AND

Print or type name

Mailing Address

113 BEECH ST

PENSACOLA, FL 32506

PAMERA BARKSDALE

Print or type name

Borrower
SHERI LYNN POWELL
Print or type name
11.3 BEECH ST, PENSACOLA, FL 32506
Mailing Address

STATE OF FLORIDA ESCAMBIA	, County ss:					
The foregoing instrument was acknowledged before me		day	of	November ,	2004	by

JOSEPH WHEELER POWEEL & SHERI LYNN POWELL

(name of person acknowledged)

Type of identification) as identification and who did

(Seal)

who is personally known to me or who has produced did not) take an oath.

PAMELA BARKSDALEPAMELA BARKSDALE
Notary Public-State of FL

Notary Public-State of FL

Comm. Exp: July 8, 2005 (Notary Public)
Comm. No: OD 017028

(Serial No. if any)

Taking Acknowledgment)

FLX254 (01-01-03) HELOC MORTGAGE

RCD Dec 02, 2004 06:40 pm Escambia County, Florida ERNIE LEE MAGAHA Clerk of the Circuit Court INSTRUMENT 2004-307852 Recorded in Public Records 02/04/2015 at 01:05 PM OR Book 7295 Page 601, Instrument #2015008821, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$10.00

This Instrument Was Prepared By And Is To Be Returned To: <u>Processing Department</u>, Emerald Coast Utilities Authority 9255 Sturdevant Street Pensacola, Florida 32514-0311

Customer: SHERRI L POWELL & JOSEPH W POWELL

#### **NOTICE OF LIEN**



#### STATE OF FLORIDA COUNTY OF ESCAMBIA

Notice is hereby given that the EMERALD COAST UTILITES AUTHORITY has a lien against the following described real property situated in Escambia County, Florida, for water, wastewater and/or sanitation service provided to the following customer: LT 51 2ND ADDN PINEHURST PB 2 P 99 OR 3165 P 903...



#### STATE OF FLORIDA COUNTY OF ESCAMBIA

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

#### **CERTIFICATE # 04161 of 2013**

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on July 2, 2015, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

JOSEPH WHEELER POWELL	SHERI LYN POWELL
113 BEECH ST	113 BEECH ST
PENSACOLA, FL 32506	PENSACOLA, FL 32506

SPRINGLEAF HOME EQUITY INC FORMERLY AMERICAN GENERAL HOME EQUITY INC ECUA
730 W GARDEN ST
PENSACOLA FL 32581

ECUA
9255 STURDEVANT ST
PENSACOLA, FL 32514

WITNESS my official seal this 2nd day of July 2015.

COMPTRO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON August 3, 2015, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

### NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **EDDIE BLACKWELL TRUSTEE BLACKWELL LIVING TRUST** holder of **Tax Certificate No. 04161**, 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 51 2ND ADDN PINEHURST PB 2 P 99 OR 3165 P 903 CA 185

**SECTION 34, TOWNSHIP 2 S, RANGE 30 W** 

TAX ACCOUNT NUMBER 072288000 (15-523)

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

#### JOSEPH WHEELER POWELL and SHERI LYN POWELL

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 August, which is the 3rd day of August 2015.

Dated this 2nd day of July 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.

COMPT OF

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**Post Property:** 

113 BEECH ST 32506

COMPTAG

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#### **Personal Services:**

JOSEPH WHEELER POWELL

113 BEECH ST PENSACOLA, FL 32506

COMPTRO

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

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#### **Personal Services:**

SHERI LYN POWELL 113 BEECH ST PENSACOLA, FL 32506

COMPT ROLL

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

SENDER: COMPLETE THIS SECTION	C MG LETE THIS SECTION ON DELIVERY			
<ul> <li>Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.</li> <li>Print your name and address on the reverse so that we can return the card to you.</li> <li>Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>	A Signature    Agent   Addressee     Addressee   Addressee     B. Pacceived by (Printed Name)   C. Date of Delivery     D. Is delivery address different from item 1?   Yes			
1. Article Addressed to:  ECUA [15-523] 9255 STURDEVANT ST	If YES, enter delivery address below:			
PENSACOLA, FL 32514	3. Service Type  ☐ Certified Mail® ☐ Priority Mail Express™ ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ Collect on Delivery  4. Restricted Delivery? (Extra Fee) ☐ Yes			
2. Article Number (Transfer from service label) 7 0 7 0 7 1 0	0001 5345 1364			
PS Form 3811, July 2013 Domestic Ret	um Receipt			

Rediemed 13/4161

## **ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA**

Redeemed 15-523

## NON-ENFORCEABLE RETURN OF SERVICE

Document Number: ECSO15CIV029810NON

Agency Number: 15-009701

Court: TAX DEED County: ESCAMBIA

Case Number: CERT NO 04161 2013

Attorney/Agent: **PAM CHILDERS CLERK OF COURT** TAX DEED

Plaintiff:

RE: JOSEPH WHEELER POWELL AND SHERI LYN POWELL

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 7/2/2015 at 9:27 AM and served same at 4:41 PM on 7/6/2015 in ESCAMBIA COUNTY, FLORIDA. by serving POST PROPERTY, the within named, to wit: ...

POSTED TO PROPERTY PER INSTRUCTIONS FROM CLERK'S OFFICE.

DAVID MORGAN, SHERIFF ESCAMBIA COUNTY, FLORIDA

Service Fee:

Receipt No:

\$40.00 **BILL** 

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**Post Property:** 

113 BEECH ST 32506



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

# ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

Redeemed 15-523

## NON-ENFORCEABLE RETURN OF SERVICE

**Document Number: ECSO15CIV029773NON** 

Agency Number: 15-009666

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT NO 04161 2013

Attorney/Agent:
PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff:

RE: JOSEPH WHEELER POWELL AND SHERI LYN POWELL

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Non-Executed

Received this Writ on 7/2/2015 at 9:26 AM and after a diligent search in ESCAMBIA COUNTY, FLORIDA for JOSEPH WHEELER POWELL, Writ was returned to court UNEXECUTED on 7/6/2015 for the following reason:

PER RESIDENT, SUBJECT IS KNOWN BUT HAS MOVED TO UNKNOWN LOCATION. NO ADDITIONAL INFORMATION GAINED THROUGH DUE DILIGENCE EFFORTS.

DAVID MORGAN, SHERIFF ESCAMBIA COUNTY, FLORIDA

K. HUGHES, CPS

Service Fee:

\$40.00

Receipt No:

**BILL** 

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#### **Personal Services:**

**JOSEPH WHEELER POWELL** 113 BEECH ST PENSACOLA, FL 32506

COMPTO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

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#### **Personal Services:**

JOSEPH WHEELER POWELL 113 BEECH ST PENSACOLA, FL 32506

COUNT

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

# ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

Redeemed 15-523

## NON-ENFORCEABLE RETURN OF SERVICE

**Document Number: ECSO15CIV029774NON** 

Agency Number: 15-009667

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT NO 04161 2013

Attorney/Agent:
PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff:

RE: JOSEPH WHEELER POWELL AND SHERI LYN POWELL

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Non-Executed

Received this Writ on 7/2/2015 at 9:26 AM and after a diligent search in ESCAMBIA COUNTY, FLORIDA for SHERI LYN POWELL, Writ was returned to court UNEXECUTED on 7/6/2015 for the following reason:

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DAVID MORGAN, SHERIFF ESCAMBIA COUNTY. FLORIDA

Service Fee:

\$40.00

K. HUGHES, CPS

Receipt No:

BILL

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COMPTRO

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SHERI LYN POWELL 113 BEECH ST PENSACOLA, FL 32506

COMPTE

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

HAMMUSIEM WAL

PAM CHILDERS

Districted and with the section OFFICIAL RECOKUS DIVI 221 Palafox Place **BO** Box 333

neopost

FIRST-CLASS MAIL

**US POSTAGE** 07/02/2015

**\$06.73**⁵

1333

ZIP 32502 041L11221084

0007/10/15 1009 ili L 322 JOSEPH WHEELER POWELL [15-523] PENSACOLA, FL 32506 113 BEECH ST

RETURN TO SENDER DELIVERABLE AS ADDRESSED UNABLE TO FORWARD FOX

\*2187-09333-02-45

BC: 32591033333 32506@5419 0009

**US POSTAGE** 07/02/2015 neopost

CLERY. OF THE CIRCUIT COURT & CON

PAM CHILDERS

OFFICIAL RECORDS DIVISIO

221 Palafox Place

Pensacola FL-32591-0333

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SIOZ m

∞P O Box 333

\$06.735 FIRST-CLASS MAIL

041L11221084 ZIP 32502

סאפג באפב נססס סגלס לססל

12/04/16

SHERI LYN POWELL [15-523] PENSACOLA, FL 32506 113 BEECH ST

6001 DE 325

8887/18/15

SENDER AS ADDRESSED FORWARD RETURN TO DELIVERABLE UNABLE TO

BC: 32591033333

3250645419 0009

\*2187-09332-02-45 

## THE ESCAMBIA SUN-PRESS, LLC

**PUBLISHED WEEKLY SINCE 1948** 



(Warrington) Pensacola, Escambia County, Florida

## NOTICE OF APPLICATION FOR

NOTICE IS HEREBY GIVEN, That EDDIE BLACKWELL TRUSTEE BLACKWELL LIVING TRUST holder of Tax Certificate No. 04161, 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 51 2ND ADDN PINEHURST PB 2 P 99 GR 3165 P 903 CA 185

SECTION 34, TOWNSHIP 2 S, RANGE 30 W

TAX ACCOUNT NUMBER 072288000 (15-523)

The assessment of the said property under the said certificate issued was in the name of JOSEPH WHEELER POW-ELL and SHERI LYN POWELL

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 August, which is the 3rd day of August 2015.

Dated this 2nd day of July 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-07-02-09-16-23-2015

## 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	
SALE DA	TE: 08/03/2015 - T	AX CERT. #04161	
	in the	CIRCUIT	- Court
	aid newspaper in t	he issues of	
	JULY 2, 9, 16, 23	, 2015	
Escambia County heretofore been County, Florida c class mail matte Escambia County preceding the fi	shed at (Warring, Florida, and that continuously pubeach week and har at the post off y, Florida, for a rst publication of	at the said newspandished in said E dished in said E disheen entered a dice in Pensacola, period of one you of the attached	aper has sscambia s second in said ear next copy of
class mail matter Escambia County preceding the fi	r at the post off y, Florida, for a rst publication o	ice in Pensacola, period of one yo of the attached	in said ear next copy of
advertisement; ai	nd 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

PUBLISHER

Sworn to and subscribed before me this

23RD DAY OF

**JULY** 

A.D., 20<u>15</u>

**HEATHER TUTTLE** 

newspaper.

**NOTARY PUBLIC** 



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