

Tax Collector's Certification

CTY-513

Tax Deed Application Number
1600314

Date of Tax Deed Application
Apr 26, 2016

This is to certify that **CAZENOVIA CREEK FUNDING I, LLC**, holder of **Tax Sale Certificate Number 2014 / 3771**, Issued the 1st Day of June, 2014 and which encumbers the following described property in the county of Escambia, State of Florida, to wit: **07-1657-000**

Cert Holder:
CAZENOVIA CREEK FUNDING I, LLC
PO BOX 54897
NEW ORLEANS, LA 70154

Property Owner:
CLEVELAND FRANK & JOSEPHINE
321 KING ST
SELMA, AL 36701
LT 17 BLK 4 OR 3054 P 830 1ST ADDN TO PEN HAVEN PB 3 P 14
CA 173

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, or if the certificate is held by the County, all appropriate fees have been deposited.

Certificates owned by applicant and filed in connection with this application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Interest	Total
2014/3771	07-1657-000	06-01-2014	759.63	37.98	797.61

Certificates redeemed by applicant or included (County) in connection with this tax deed application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Tax Collector's Fee	Interest	Total
2015/4033	07-1657-000	06-01-2015	797.94	6.25	39.90	844.09

Amounts Certified by Tax Collector (Lines 1-7):

Total Amount Paid

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant	1,641.70
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	748.79
4. Ownership and Encumbrance Report Fee	200.00
5. Tax Deed Application Fee	175.00
6. Total Interest Accrued by Tax Collector Pursuant to Section 197.542, F.S.	
7. Total (Lines 1 - 6)	2,765.49

Amounts Certified by Clerk of Court (Lines 8-15):

Total Amount Paid

8. Clerk of Court Statutory Fee for Processing Tax Deed	
9. Clerk of Court Certified Mail Charge	
10. Clerk of Court Advertising Charge	
11. Clerk of Court Recording Fee for Certificate of Notice	
12. Sheriff's Fee	
13. Interest Computed by Clerk of Court Pursuant to Section 197.542, F.S.	
14. Total (Lines 8 - 13)	
15. One-half Assessed Value of Homestead Property, if Applicable per F.S.	
16. Other Outstanding Certificates and Delinquent Taxes Not Included in this Application,	
17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable) and 16 (if	
18. Redemption Fee	6.25
19. Total Amount to Redeem	

Done this the 27th day of April, 2016 Janet Holley, Tax Collector of Escambia County

Date of Sale: October 3, 2016 BY Jenna Stewart

*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.
07-1657-000 2014

TO: Tax Collector of ESCAMBIA COUNTY: JANET HOLLEY

In accordance with the Florida Statutes, I,

CAZENOVIA CREEK FUNDING I, LLC
PO BOX 54897
NEW ORLEANS, LA 70154

, holder of the following tax sale certificate hereby surrender same to the Tax Collector and make tax deed application thereon:

<u>Certificate No.</u>	<u>Date</u>	<u>Legal Description</u>
2014/ 3771	06-01-2014	LT 17 BLK 4 OR 3054 P 830 1ST ADDN TO PEN HAVEN PB 3 P 14 CA 173

I agree to pay all delinquent taxes, redeem all outstanding tax 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 report 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.

Electronic signature on file

Applicant's Signature

04-26-2016

Date



Chris Jones

Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
[Amendment 1/Portability Calculations](#)
[Back](#)

☒ Navigate Mode
 ☒ Account
 ☐ Reference

[Printer Friendly Version](#)

General Information	
Reference:	342S301151170004
Account:	071657000
Owners:	CLEVELAND FRANK & JOSEPHINE
Mail:	321 KING ST SELMA, AL 36701
Situs:	1419 N 48TH AVE 32506
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
2015	\$11,400	\$30,930	\$42,330	\$42,330
2014	\$11,400	\$30,564	\$41,964	\$41,964
2013	\$11,400	\$27,628	\$39,028	\$39,028

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

Sales Data	
Sale Date	Book Page Value Type
09/1991	3054 830 \$30,000 WD
06/1980	1449 519 \$17,000 WD

[Official Records \(New Window\)](#)
[View Instr](#)
[View Instr](#)

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

2015 Certified Roll Exemptions

Legal Description

LT 17 BLK 4 OR 3054 P 830 1ST ADDN TO PEN HAVEN
PB 3 P 14 CA 173

Extra Features

CARPORT

Parcel Information

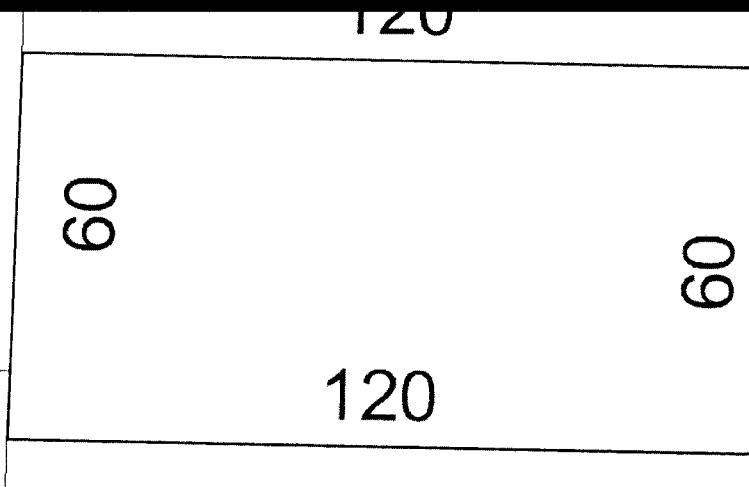
[Launch Interactive Map](#)

Section Map Id:
CA173

Approx. Acreage:
0.1585

Zoned:
MDR

Evacuation & Flood Information
[Open Report](#)



View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:1419 N 48TH AVE, Year Built: 1953, Effective Year: 1953

Structural Elements

DECOR/MILLWORK-AVERAGE
 DWELLING UNITS-1
 EXTERIOR WALL-CONCRETE BLOCK
 FLOOR COVER-ASPHALT TILE
 FOUNDATION-SLAB ON GRADE
 HEAT/AIR-WALL/FLOOR FURN
 INTERIOR WALL-DRYWALL-PLASTER
 NO. PLUMBING FIXTURES-3
 NO. STORIES-1

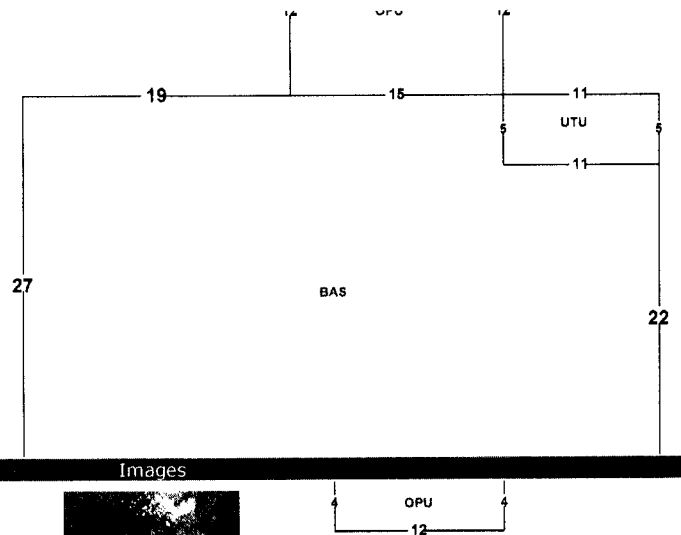
ROOF COVER-COMPOSITION SHG
ROOF FRAMING-HIP
STORY HEIGHT-0
STRUCTURAL FRAME-WOOD FRAME

Areas - 1443 Total SF

BASE AREA - 1160

OPEN PORCH UNF - 228

UTILITY UNF - 55



5/8/15

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:05/17/2016 (tc.3477)

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**

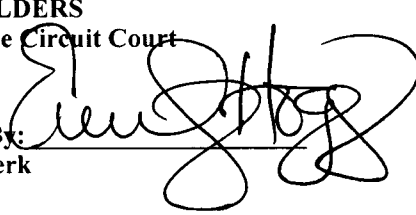
CLERK TO THE BOARD OF
COUNTY COMMISSIONERS
OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 071657000 Certificate Number: 003771 of 2014**

Payor: CLAYTON H MCPHAUL 5620 CERNY RD PENSACOLA FL 32526 Date 07/14/2016

Clerk's Check #	1228203955	Clerk's Total	\$490.50
Tax Collector Check #	1	Tax Collector's Total	\$3,020.63
		Postage	\$60.00
		Researcher Copies	\$40.00
		Total Received	\$3,611.13 3094.67

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>

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
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 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 # 2014 TD 003771

Redeemed Date 07/14/2016

Name CLAYTON H MCPHAUL 5620 CERNY RD PENSACOLA FL 32526

Clerk's Total = TAXDEED	\$496.50	<i>3046.44</i>
Due Tax Collector = TAXDEED	\$3,020.63	
Postage = TD2	\$60.00	
ResearcherCopies = TD6	\$40.00	<i>48.23 over payment</i>

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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FINANCIAL SUMMARY

No Information Available - See Dockets



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 071657000 Certificate Number: 003771 of 2014

Redemption ☐ No ☒ Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 10/03/2016	Redemption Date 07/14/2016
Months	6	3
Tax Collector	\$2,765.49	\$2,765.49
Tax Collector Interest	\$248.89	\$124.45
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$3,020.63	\$2,896.19 TC
Clerk Fee	\$130.00	\$130.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$200.00	\$200.00
App. Fee Interest	\$40.50	\$20.25
Total Clerk	\$490.50	\$470.25 CH
Postage	\$60.00	\$0.00
Researcher Copies	\$40.00	\$0.00
Total Redemption Amount	\$3,611.13	\$3,366.44 - 120 - 200 = \$3046.44 Due
	Repayment Overpayment Refund Amount	\$244.69

\$48.23
 over pymt

Notes



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

July 22, 2016

CLAYTON H MCPHAUL
5620 CERNY RD
PENSACOLA FL 32526

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

2014 TD 003771

\$48.23

TOTAL \$48.23

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 •

July 25, 2016

CAZENOVIA CREEK FUNDING I LLC
PO BOX 54897
NEW ORLEANS LA 70154

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
2014 TD 003771	\$450.00	\$20.25	\$470.25

TOTAL \$470.25

Very truly yours,

PAM CHILDERS
Clerk of Circuit Court

By:

Emily Hogg
Tax Deed Division

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

Redeemed

16-364

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 12911

July 12, 2016

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 07-12-1996, through 07-12-2016, and said search reveals the following:

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

Frank Cleveland and Josephine Cleveland, divorced

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

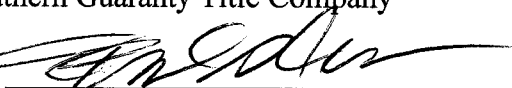
4. Taxes:

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 12, 2016

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 12911

July 12, 2016

**Lot 17, Block 4, First Addition to Pen Haven, as per plat thereof, recorded in Plat Book 3, Page 14, of the
Public Records of Escambia County, Florida**

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 12911

July 12, 2016

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

1. Mortgage executed by Frank Cleveland and Josephine Cleveland to Clayton H. McPhaul and Dorothy E. McPhaul, dated 09/02/1991 and recorded in Official Record Book 3054 on page 831 of the public records of Escambia County, Florida. given to secure the original principal sum of \$28,500.00. Assigned to Clayton H. McPhaul and Dorothy E. McPhaul as Trustees in O.R. Book 3297, page 363, and O.R. Book 3386, page 421.
2. That certain mortgage executed by Frank Cleveland and Josephine Cleveland in favor of Escambia/Pensacola SHIP Program Trust Fund dated 04/26/2001 and recorded 05/16/2001 in Official Records Book 4706, page 1827 of the public records of Escambia County, Florida, in the original amount of \$5,889.00.
3. MSBU Lien filed by Escambia County recorded in O.R. Book 4316, page 1415, and O.R. Book 4451, page 1359.
4. Code Enforcement Lien filed by Escambia County recorded in O.R. Book 6747, page 408.
5. Taxes for the year 2013-2015 delinquent. The assessed value is \$42,330.00. Tax ID 07-1657-000.

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: 10-3-2016

TAX ACCOUNT NO.: 07-1657-000

CERTIFICATE NO.: 2014-3771

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.

Frank Cleveland, if alive,
or his estate if deceased
Josephine Cleveland
321 King St.
Selma, AL 36701

and
1419 N. 48th Ave.
Pensacola, FL 32506

Escambia County Code Enforcement
3363 West Park Place
Pensacola, FL 32505

Clayton H. & Dorothy E. McPhaul,
individually and as Trustees
5620 Cerney Rd.
Pensacola, FL 32506

Escambia/Pensacola SHIP
Program Trust Fund
c/o Escambia County Attorney
221 Palafox Place, 4th Floor
Pensacola, FL 32502

Certified and delivered to Escambia County Tax Collector,
this 13th day of July, 2016.

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.

Return to: (enclose self-addressed stamped envelope)

Frank and Josephine Cleveland
1419 North 48th Avenue
Pensacola, FL 32506

This instrument Prepared by:

Dorothy E. McPhaul
5610 Cerny Road
Pensacola, FL 32506

Property Appraisers Parcel Identification (Folio) Number(s):
07-1657-000

Grantee(s) S.S. #s: 263-78-2662; 262-11-4980

WARRANTY DEED
INDIVID. TO INDIVID.

3054 830

BOOK & PAGE NOTED
IN A FLOWERS COMPUTER
ESCAMBIA COUNTY

SEP 5 10 03 AM '91

FILED IN
THE PUBLIC RECORDS OF
ESCAMBIA COUNTY
FLORIDA

9 0300

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This Warranty Deed Made the 2nd day of September A.D. 19 91 by

DOROTHY E. McPHAUL, a married woman,
hereinafter called the grantor, to
FRANK CLEVELAND and JOSEPHINE CLEVELAND, husband and wife,
whose post office address is
1419 North 48th Avenue, Pensacola, Florida 32506
hereinafter called the grantees:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth: That the grantor, for and in consideration of the sum of \$ -- 10.00 -- and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantees all that certain land situate in Escambia County, State of Florida, viz:

Lot 17, Block 4, FIRST ADDITION TO PEN HAVEN, a subdivision of a portion of Section 34, Township 2 South, Range 30 West, Escambia County, Florida, according to a plat of said subdivision recorded in Plat Book 3 at Page 14 of the Public Records of said county.

SUBJECT PROPERTY IS NOT GRANTOR'S HOMESTEAD.

D.S. PD. 180.00
DATE 9-5-91
JOE A FLOWERS, COMPTROLLER
BY: J. Cantrey D.C.
CERT. REG. #59-2043328-27-01

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 covenants with said grantees that the grantor is lawfully seized of said land in fee simple; that the 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 whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 19 90.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Collis H. White

Gladys G. White

Gladys G. White

Gladys G. White

Gladys G. White

Gladys G. White

Gladys G. White

Gladys G. White

Gladys G. White

Gladys G. White

Gladys G. White

Gladys G. White

Gladys G. White

Gladys G. White

Gladys G. White

Gladys G. White

Gladys G. White

Gladys G. White

Dorothy E. McPhaul

DOROTHY E. McPHAUL

5610 Cerny Road, Pensacola, FL 32506

Post Office Address

Post Office Address

Post Office Address

Post Office Address

Post Office Address

Post Office Address

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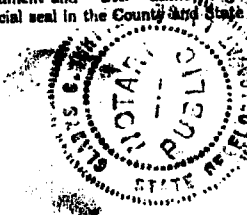
Post Office Address

Post Office Address

STATE OF FLORIDA
COUNTY OF ESCAMBIA
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared DOROTHY E. McPHAUL, a married woman,

who executed the foregoing instrument and she acknowledged before me that she executed the same to me known to be the person described in and
WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of September, A.D. 19 91.

SEAL



Gladys G. White

Gladys G. White

My Commission Expires: 7/24/93

Rec. 9/15/91
dec. 9/30/91
101.29

PREPARED BY: Dorothy E. McPhaul
5610 Cerny Road
Pensacola, FL 32506
mail to: 11/4/91

3054M 831

State of Florida

ESCAMBIA

County

MORTGAGE

Know all Men by these Presents, That WE, FRANK CLEVELAND and JOSEPHINE CLEVELAND,
husband and wife,

for and in consideration of the sum of Twenty-Eight Thousand Five Hundred and no/100-
(\$28,500.00)- DOLLARS, to US in hand paid by

Clayton H. McPhaul and Dorothy E. McPhaul, husband and wife,

the receipt whereof is hereby acknowledged, have granted bargained and sold, and by these presents do grant, bargain,
sell, and convey unto the said Clayton H. McPhaul and Dorothy E. McPhaul, husband and wife, their
forever, the following described real estate, situate, lying and being in the County of
Escambia, State of Florida, to-wit:

Lot 17, Block 4, FIRST ADDITION TO PEN HAVEN a subdivision of a portion of Section
34, Township 2 South, Range 30 West, Escambia County, Florida, according to a plat
of said subdivision recorded in Plat Book 3 at Page 14 of the Public Records of said
county.

In the event any payment is not received by the Mortgagees within Ten (10)
days of due date the Mortgagors shall incur a late penalty of Five Percent
(5%) of any sum or sums then due.

All terms and conditions of subject Mortgage Note are incorporated herein
and made a part hereof, including late payment penalty.

Date: 9-5-91
Received \$ 91.20 in
payment of Documentary Stamps
Cert. # 59-204338-27-01 and
\$ 57.00 in payment of
ISS "C" Intangible Personal
Property Tax.
A. Flowers, Comptroller
Escambia County, Florida
By J. Carter D.C.

Together with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, the whole free from all
exemption and right of homestead.

And We the said mortgagors, for OURSELVES and OUR heirs, do covenant
with the said mortgagees, their heirs and assigns, that we ARE well seized of said
property, and have a good right to convey the same; that it is free from any lien or incumbrance in law or equity, and that
said mortgagors shall and will warrant, and by these presents forever defend, the said premises unto the said
mortgagees, their heirs and assigns against the lawful claims of all and every person or persons
whosoever.

THE FOREGOING CONVEYANCE is intended to be, and is, a mortgage to secure the payment of One (1)
promissory note of date even herewith.

for the sum of Twenty-Eight Thousand Five Hundred and no/100- (\$28,500.00)- Dollars
made by the said Frank Cleveland and Josephine Cleveland, husband and wife,
payable to the order of the said Clayton H. McPhaul and Dorothy E. McPhaul, husband and wife, the said
mortgagees, In 360 consecutive monthly installments of \$250.10, including principal
and interest, commencing October 3, 1991.

after date, with interest from date until paid, at the rate of 10% per cent
per annum, the said interest payable monthly at 5610 Cerny Road, Pensacola, FL 32506,
or such other address as Mortgagees may designate in writing.

The mortgagor(s) _____ covenant _____ that _____ they _____ will keep perfect and unimpaired the security hereby given; that _____ they _____ will keep the improvements upon said mortgaged property insured for a sum not less than _____ Twenty-Eight Thousand Five Hundred and no/100- _____ (\$28,500.00)- _____ dollars, in an insurance company, or insurance companies, to be approved by the mortgagee(s), loss, if any, payable to the mortgagee(s) _____ as their _____ interest may appear, until such note _____ be fully paid; that _____ they _____ will pay all taxes, assessments and charges which may or might become liens superior to that hereby created and that if such insurance be not procured or maintained, or such taxes, assessments and charges be not paid, the mortgagee(s) _____ may procure and maintain such insurance, and pay such taxes, assessments and charges; and the lien hereby created shall extend to all such sums expended, with interest at the rate of 10% per cent. per annum.

The mortgagor(s) _____ agree _____ that the indebtedness covered by this mortgage shall become immediately due and payable, and this mortgage shall become immediately forecloseable, for all sums secured hereby, if the said indebtedness, or any part thereof, or the said interest, or any installment thereof, shall not be paid according to the terms of the said note _____, or if the mortgagor(s) _____ shall omit the doing of anything herein required to be done for the protection of the mortgagee(s) _____, and all cost and expenses, including attorney's fee and commissions, incurred in collecting this mortgage debt, shall be a part of the mortgage debt and a lien upon the mortgaged property, and if a foreclosure of this mortgage be had, or a suit to foreclose the same rightfully begun, _____ they _____ will pay all cost and expenses of the said suit, including an attorney's fee, to the attorney of the complainant foreclosing, of \$15.00 and 10 per cent. upon the amount decreed to the complainant, which cost and fees shall be included in the lien of this mortgage and in the sum decreed upon foreclosure.

IN WITNESS WHEREOF _____ We _____ have hereunto set _____ our _____ hand _____ and seal _____ this 2nd _____ day of _____ September _____ A. D. 1991

Signed, sealed and delivered in the presence of

Collette White
Gladya B. White

Frank Cleveland SEAL
Josephine Cleveland SEAL
SEAL

State of Florida

ESCAMBIA County

FILED AND RECORDED IN
THE PUBLIC RECORDS OF
ESCAMBIA COUNTY, FLA. ON
SEP 5 10 03 AM '91
IN BOOK & PAGE NOTED ABOVE
DE A. FLOWERS, COMPTROLLER
ESCAMBIA COUNTY

Before the subscriber personally appeared _____

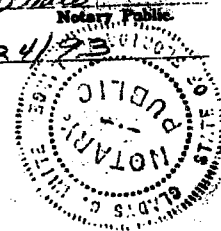
FRANK CLEVELAND

JOSEPHINE CLEVELAND

and _____ his wife, known to me, and known to me to be the individual(s) _____ described by said names _____ in and who executed the foregoing instrument, and acknowledged that _____ they _____ executed the same for the uses and purposes therein set forth.

Given under my hand and official seal, this _____ 2nd _____ day of _____ September _____ A. D. 1991

Gladya B. White
Notary Public
My Commission expires 7/24/93



Prepared By:
WILLIAM V. LEMME
127 So. E. Palmetto Place
P.O. Box 10247
Pompano Beach, Florida 33062
(304) 433-2124

STATE OF FLORIDA

COUNTY OF ESCAMBIA

ASSIGNMENT OF MORTGAGE

We, the undersigned, the owners of the following mortgages, and of the indebtedness secured by them, for valuable consideration do hereby assign and transfer an undivided one-half interest in each of the following described mortgages and indebtednesses to DOROTHY E. McPHAUL and CLAYTON H. McPHAUL, as trustees, (Social Security Number: [REDACTED])

(1) That certain mortgage made by Ruby G. Percival for \$41,900.00 dated the 22nd day of May, 1992, and recorded in Official Records Book 3010, Page 245, of the public records of Escambia County, Florida;

(2) That certain mortgage made by David B. McPhaul for \$29,404.00 dated the 26th day of April, 1985, and recorded in Official Records Book 2054, Page 802, of the public records of Escambia County, Florida;

(3) That certain mortgage made by Virginia Sue Crews, for \$31,500.00 dated the 30th day of November, 1984, and recorded in Official Records Book 1996, Page 577, of the public records of Escambia County, Florida;

(4) That certain mortgage made by Henry Patrick and Rosa A. Patrick, husband and wife, for \$40,000.00 dated the 14th day of August, 1990, and recorded in Official Records Book 2902, Page 406, of the public records of Escambia County, Florida;

(5) That certain mortgage made by Kevin G. Saighman and Linda S. Saighman, husband and wife, for \$79,765.57 dated the 30th day of April, 1987, and recorded in Official Records Book 2390, Page 313, of the public records of Escambia County, Florida;

(6) That certain mortgage made by Jewel M. Norris, for \$10,061.60 dated the 1st day of March, 1982, and recorded in Official Records Book 1712, Page 354, of the public records of Escambia County, Florida;

(7) That certain mortgage made by Richard D. Smothers and Debra J. Smothers, husband and wife for \$30,000.00 dated the 15th day of November, 1983, and recorded in Official Records Book 1843, Page 705, of the public records of Escambia County, Florida;

(8) That certain mortgage made by Linda S. Saighman for \$30,000.00 dated the 27th day of June, 1988, and recorded in Official Records Book 2570, Page 84, of the public records of Escambia County, Florida

(9) That certain mortgage made by Sherman Lewis Thames and Debra A. Thames, husband and wife, for \$34,600.00 dated the 20th day of Decemer, 1990, and recorded in Official Records Book 2953, Page 959, of the public records of Escambia County, Florida;

(10) That certain mortgage made by Linda S. Saighman, for \$22,500.00 dated the 8th day of August, 1984, and recorded in Official Records Book 1948, Page 372, of the public records of Escambia County, Florida;

(11) That certain mortgage made by Frank Cleveland and Josephine Cleveland, husband and wife for \$28,500.00 dated the 2nd day of September, 1992, and recorded in Official Records Book 3054, Page 831, of the public records of Escambia County, Florida;

(12) That certain mortgage made by Sharon R. Greene for \$43,500.00 dated the 22nd day of February, 1991, and recorded in Official Records Book 2974, Page 439, of the public records of Escambia County, Florida;

(13) That certain mortgage made by Donald B. McPhaul for \$29,404.00 dated the 26th day of April, 1985, and recorded in Official Records Book 2054, Page 799, of the public records of Escambia County, Florida.

In the event of the resignation, death or inability of either CLAYTON H. McPHAUL or DOROTHY E. McPHAUL to serve as trustee, then the remaining trustee shall serve as sole trustee. In the event of the resignation, death or inability of both CLAYTON H. McPHAUL and DOROTHY E. McPHAUL to serve as trustee, then LINDA SUE SAIGHMAN shall serve as successor trustee. In the event of the resignation, death or inability of LINDA SUE SAIGHMAN to serve as trustee, then BARNETT BANKS TRUST COMPANY, N.A. shall serve as successor trustee.

DATED this 31st day of July, 1992.

Signed, sealed and delivered
in the presence of

Brenda K. Stokes
Witness: Brenda K. Stokes

Dorothy E. McPhaul
DOROTHY E. McPHAUL

Shirley F. Linne
Witness: Shirley F. Linne

Clayton H. McPhaul
CLAYTON H. McPHAUL

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29th day of December, 1992 by CLAYTON H. McPHAUL and DOROTHY E. McPHAUL, husband and wife, who are personally known to me and who did not take an oath.

WILLIAM V. LINNE
Notary Public, State of Florida
My commission expires Dec. 30, 1995
Comm. No. CC160312

NOTARY PUBLIC

Typed Name: William V. Linne
Commission Expires: 12-30-95
Commission No.: CC160312

B36/MCPH-AM

RECORDED
INDEXED
1993
JAN 14

012836

STATE OF FLORIDA

COUNTY OF ESCAMBIA

ASSIGNMENT OF MORTGAGE

We, the undersigned, the owners of the following mortgages, and of the indebtedness secured by them, for valuable consideration do hereby assign and transfer an undivided one-half interest in each of the following described mortgages and indebtednesses to CLAYTON H. MCPHAUL and DOROTHY E. MCPHAUL, as trustees, (Social Security Number: 461-22-8505), whose address is 5610 Cerny Road, Pensacola, Florida 32526:

(1) That certain mortgage made by Ruby G. Percival for \$41,900.00 dated the 22nd day of May, 1992, and recorded in Official Records Book 3010, Page 245, of the public records of Escambia County, Florida;

(2) That certain mortgage made by David B. McPhaul for \$29,404.00 dated the 26th day of April, 1985, and recorded in Official Records Book 2054, Page 802, of the public records of Escambia County, Florida;

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Escambia County, Florida;

(13) That certain mortgage made by Donald B. McPhaul for \$29,404.00 dated the 26th day of April, 1985, and recorded in Official Records Book 2054, Page 799, of the public records of Escambia County, Florida.

In the event of the resignation, death or inability of either CLAYTON H. McPHAUL or DOROTHY E. McPHAUL to serve as trustee, then the remaining trustee shall serve as sole trustee. In the event of the resignation, death or inability of both CLAYTON H. McPHAUL and DOROTHY E. McPHAUL to serve as trustee, then LINDA SUE SAIGHMAN shall serve as successor trustee. In the event of the resignation, death or inability of LINDA SUE SAIGHMAN to serve as trustee, then BARNETT BANKS TRUST COMPANY, N.A. shall serve as successor trustee.

DATED this 31st day of July, 1992.

Signed, sealed and delivered
in the presence of:

Brenda K. Stokes
Witness: Brenda K. Stokes

Shirley F. Linne
Witness: Shirley F. Linne

Dorothy E. McPhaul
DOROTHY E. McPHAUL

Clayton H. McPhaul
CLAYTON H. McPHAUL

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of June, 1993 by CLAYTON H. McPHAUL and DOROTHY E. McPHAUL, husband and wife, who are personally known to me and who did not take an oath.

William V. Linne
NOTARY PUBLIC
Typed Name: William V. Linne
Commission Expires: 12-30-95
Commission No.: CC160312

58/MCPH.ham

NOTARY PUBLIC
JUN 17 1993
CC 160312
25X10

10-50

**ESCAMBIA/PENSACOLA STATE HOUSING
INITIATIVES PARTNERSHIP (SHIP) PROGRAM
ESCAMBIA COUNTY, FLORIDA**

Administered By:
Neighborhood Enterprise Foundation, Inc.
P.O. Box 18178
Pensacola, Florida 32523-8178
Phone: (850) 458-0466
FAX: (850) 458-0464

LIEN AGREEMENT

Applicant Name(s)	Address of Property	Date of Sale or Vacate
<u>Frank Cleveland</u>	<u>1419 North 48th Avenue</u>	
<u>Hitomi H. Cleveland</u>	<u>Pensacola, Florida 32506</u>	
Total Amount of Lien		Lot <u>17</u>
<u>\$5,889.00</u>	(xx) Deferred Payment Grant	Block <u>4</u>
Total Amount Due to Date		Book <u>3054</u> Page <u>830</u>
\$ _____		Tract _____

I, the undersigned, owner occupant of said property do hereby agree that I will continue to occupy and maintain the rehabilitated housing unit for at least a five (5) year period from the date of execution of this lien agreement. I will not sell, transfer ownership, or rent the property to any other person or persons during this five (5) year period. The lien will depreciate at the rate of twenty percent (20%) per year for a period of five (5) years. I understand that this lien will not be subordinated under any circumstances.

If the property is sold, ownership is transferred to another party or parties, or the property is converted to rental occupancy during the five (5) year period, I do hereby agree that I or my heir(s) will repay to the Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program Trust Fund, the undepreciated portion of the total lien amount cited above. If the property is sold, the undepreciated portion shall be paid lump-sum from the proceeds of the sale. If the property is rented or transferred to another party, the undepreciated portion shall be considered a loan and a repayment plan will be established. The undepreciated portion to be repaid shall be calculated on a daily rate, based upon the number of days remaining in the five (5) year period, from the date of sale, rental or transfer of said property.

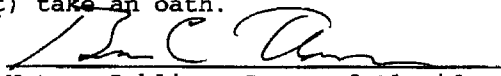
<u>4/26/01</u> Date	Signature: <u>Frank Cleveland</u>
	Type/Print Name: <u>Frank Cleveland</u>
<u>4/26/01</u> Date	Signature: <u>Hitomi H. Cleveland</u>
	Type/Print Name: <u>Hitomi H. Cleveland</u>
<u>5/10/01</u> Date	Signature: <u>Josephine B. Murry</u>
	Type/Print Name: <u>Josephine B. Murry</u>

This Certificate is attached to a one (1) page document entitled, Escambia/Pensacola State Housing Initiatives Partnership (SHIP) Program Lien Agreement between Escambia County, Florida, and Frank Cleveland, Hitomi H. Cleveland, and Josephine B. Murry.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

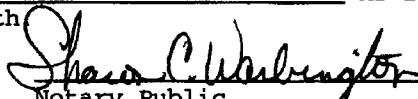
The foregoing instrument was acknowledged before me this 26th Day of April, 2001, by Frank Cleveland, who is personally known to me or who produced Florida Drivers License as identification and Hitomi H. Cleveland, who is personally known to me or who produced Florida Drivers License as identification and who did (did not) take an oath.

BRUCE C. THOMPSON
Notary Public-State of Florida
My Commission Expires May 8, 2004
COMM # CC 934803


Notary Public - State of Florida

STATE OF Oklahoma
COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 10th Day of May, 2001, by Josephine B. Murry, who is personally known to me or who produced Military ID As identification, and who did (did not) take an oath.


Notary Public
Commission Exp. Aug 3, 2004



RCD May 16, 2001 08:38 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-842682

Recorded in Public Records 07/29/2011 at 03:57 PM OR Book 6747 Page 212,
Instrument #2011051919, Ernie Lee Magaha Clerk of the Circuit Court Escambia
County, FL Recording \$44.00

**THE OFFICE OF ENVIRONMENTAL ENFORCEMENT
SPECIAL MAGISTRATE
IN AND FOR THE
COUNTY OF ESCAMBIA, STATE OF FLORIDA**

ESCAMBIA COUNTY, FLORIDA

VS.

**CASE NO: CE#11-04-00865
LOCATION: 1419 48th Avenue
PR# 342S30-1151-170-004**

**Frank & Josephine Cleveland
1419 North 48th Avenue
Pensacola, Florida 32506**

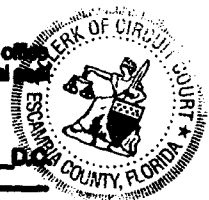
ORDER

This CAUSE having come before the Office of Environmental
Enforcement Special Magistrate on the Petition of the Environmental Enforcement
Officer for alleged violation of the ordinances of the County of Escambia, State of
Florida, and the Special Magistrate having considered the evidence before him in the
form of testimony by the Enforcement Officer and the respondent or representative,
N/A, as well as evidence submitted and after consideration of the
appropriate sections of the Escambia County Code of Ordinances, the Special Magistrate
finds that a violation of the following Code of Ordinance(s) has occurred and continues

- ☒ 42-196 (a) Nuisance Conditions
☒ 42-196 (b) Trash and Debris
☐ 42-196 (c) Inoperable Vehicle(s); Described _____

- ☒ 42-196 (d) Overgrowth

Certified to be a true copy
Of the original on file in this office
Witness my hand and official seal
ERNIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, Florida
BY [Signature]
DATE 7/29/11



- ☒ 30-203 Unsafe Building; Described as ☐ Main Structure ☐ Accessory Building(s)
- ☐ (a) ☐ (b) ☐ (c) ☐ (d) ☐ (e) ☐ (f) ☐ (g) ☐ (h) ☐ (i) ☐ (j) ☐ (k) ☐ (l) ☐ (m) ☐ (n) ☒ (o)
- ☐ (p) ☐ (q) ☐ (r) ☐ (s) ☐ (t) ☒ (u) ☐ (v) ☐ (w) ☐ (x) ☐ (y) ☐ (z) ☐ (aa) ☐ (bb) ☐ (cc) ☒ (dd)
- ☐ 94-51 Obstruction of County Right-of-Way (ROW)
- ☐ 82-171 Mandatory Residential Waste Collection
- ☐ 82-15 Illegal Burning
- ☐ 82-5 Littering Prohibited
- ☐ LDC Article 6 Commercial in residential and non permitted use
- ☐ LDC 4.01.02 and LDC 4.01.04 Land Disturbance without permits
- ☐ LDC 8.03.02 and COO 86-91 Prohibited Signs, Un-permitted Sign ROW
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____
- ☐ Other _____

THEREFORE, The Special Magistrate being otherwise fully advised in the premises; it is hereby **ORDERED** that: properly

shall have until August 9, 2011 to correct the violation and to bring the violation into compliance. Corrective action shall include:

☒ Complete removal of all contributing nuisance conditions; trash, rubbish, overgrowth and legally dispose of. Maintain clean conditions to avoid a repeat violation.

☐ Remove vehicle. Repair vehicle or store in rear yard behind 6' opaque fencing

☒ Obtain building permit and restore structure to current building codes or, obtain demolition permit and remove the structure(s), legally disposing of all debris.

☐ Remove all structures, signs, vehicles, etc. from County ROW; refrain from further obstruction.

☐ Subscribe for residential waste collection with a legal waste collection service and comply with solid waste disposal methods

☐ Immediately cease burning and refrain from future burning

☐ Remove all refuse and dispose of legally and refrain from future littering

☐ Rezone property and conform to all performance standards or complete removal of the commercial or industrial entity

☐ Obtain necessary permits or cease operations

☐ Acquire proper permits or remove sign(s)

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

☐ Other _____

If you fail to fully correct the violation within the time required, you will be assessed a fine of \$ 50.00 per day, commencing August 10, 2011. This daily fine shall continue until this violation is abated and the violation brought into compliance or until as otherwise provided by law. **YOU ARE REQUIRED,** immediately upon your full correction of this violation(s), to contact the Escambia County Environmental Enforcement Office in writing to request that they immediately inspect the property to make an official determination of whether the violation has been abated and brought into compliance. If the violation is not abated within the specified time period, then the County may elect to take whatever measures are necessary to abate the violation for you. These measures could include, but are not limited to, **DEMOLISHING YOUR STRUCTURE (S), LEGALLY DISPOSING OF ALL CONTRIBUTING CONDITIONS, AND TOWING OF DESCRIBED VEHICLE (S).** The reasonable cost of such will be assessed against you and will constitute a lien on the property.

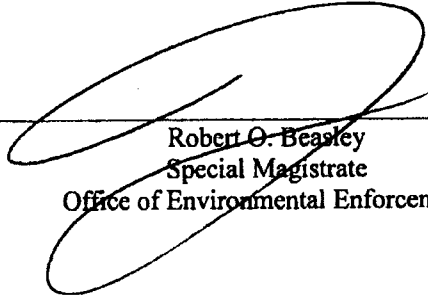
Costs in the amount of \$ 1100 are awarded in favor of Escambia County as the prevailing party against propy own.

This fine shall be forwarded to the Board of County Commissioners. Under the authority of 162.09(1) F.S. and Sec. 30-34(d) of the Code of Ordinances, the Board of County Commissioners will certify to the Special Magistrate all costs imposed pursuant to this order. All Monies owing hereunder shall constitute a lien on **ALL YOUR REAL AND PERSONAL PROPERTY** including any property involved herein, which lien can be enforced by foreclosure and as provided by law.

You have the right to appeal orders of the Special Magistrate to the Circuit Court of Escambia County. If you wish to appeal, you must give notice of such in writing to both the Environmental Enforcement Division at Escambia Central Office Complex, 3363 W. Park Place, Pensacola, Florida 32504 and the Escambia County Circuit Court at the M.C. Blanchard Judicial Building, 190 Governmental Center, Pensacola, Florida 32501, no later than **30** days from the date of this Order. Failure to timely file a Written Notice of Appeal will waive your rights to appeal.

Jurisdiction is retained to enter such further orders as may be appropriate and necessary.

DONE AND ORDERED at Escambia County, Florida on the 26th day of July, 2011.


Robert O. Beasley
Special Magistrate
Office of Environmental Enforcement