#### **Tax Collector's Certification**

**Tax Deed Application Number** 

Date of Tax Deed Application May 04, 2016

1600401

This is to certify that PFS FINANCIAL 1, LLC U.S. BANK, CUSTODIAN/PFS FINAN US BANK AS CUST FOR PFS FINANCIAL 1 LLC, holder of Tax Sale Certificate Number 2014 / 4993, Issued the 1st Day of June, 2014 and which encumbers the following described property in the county of Escambia, State of Florida, to wit: 09-3233-172

Cert Holder:

PFS FINANCIAL 1, LLC U.S. BANK, CUSTODIAN/PFS FINAN US BANK AS CUST FOR PFS FINANCIAL 1 LLC 50 SOUTH 16TH ST, STE 2050 PHILADELPHIA, PA 19102

Property Owner:
HUNTER ARTINA
6936 FALCON DR
PENSACOLA, FL 32526

LOT 6 BLK B LAS BRISAS 2ND ADDN PB 9 P 70 OR6825 P 1519 OR 6864 P 727 SEC 1/10 T 2S R 31W

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
2014/4993	09-3233-172	06-01-2014	731.46	36.57	768.03

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
2015/5409	09-3233-172	06-01-2015	728.20	6.25	36.41	770.86

Amounts Certifled 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	1,538.89
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	705.95
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)	2,619.84
Amounts Certified by Clerk of Court (Lines 8-15):	<b>Total Amount Paid</b>
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.	36,055.00
16. Other Outstanding Certificates and Delinquent Taxes Not Included in this Application, If Applicable Per Florida Statutes	
17. Statutory (Opening) Bid; Total of Lines 7, 14, 15 (if applicable) and 16 (if applicable)	
18. Redemption Fee	6.25
19. Total Amount to Redeem	

Done this the 24th day of May, 2016 Janet Holley, Tax Collector of Escambia County

Date of Sale:

5 December 2016

\*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date. 09-3233-172 2014

FORM 512

NOTICE TO TAX COLLECTOR OF APPLICATION FOR TAX DEED

Application Number 1600401

TO: Tax Collector of ESCAMBIA COUNTY: JANET HOLLEY

In accordance with the Florida Statutes, I,

PFS FINANCIAL 1, LLC U.S. BANK, CUSTODIAN/PFS FINAN

US BANK AS CUST FOR PFS FINANCIAL 1 LLC

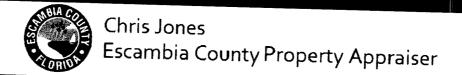
50 SOUTH 16TH ST, STE 2050 PHILADELPHIA, PA 19102

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

Certificate No.	Date	Legal Description
2014/ 4993	06-01-2014	LOT 6 BLK B LAS BRISAS 2ND ADDN PB 9 P 70 OR6825 P 1519 OR 6864 P 727 SEC 1/10 T 2S R 31W

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	05-04-2016
Applicant's Signature	Date



Sale

Tangible Property

Real Estate

Amendment 1/Portability Search List Calculations **Back** Account OReference Navigate Mode Printer Friendly Version General Information Assessments Reference: 102S315000006002 Year Land **Imprv** Total Cap Val Account: 093233172 2015 \$13,300 \$65,690 \$78,990 \$72,110 Owners: HUNTER ARTINA 2014 \$13,300 \$63,278 \$76,578 \$71,538 Mail: 6936 FALCON DR 2013 \$13,300 \$57,181 \$70,481 \$70,481 PENSACOLA, FL 32526 Situs: 6936 FALCON DR 32526 Disclaimer Use Code: SINGLE FAMILY RESID P Taxing Amendment 1/Portability Calculations COUNTY MSTU **Authority:** Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector Sales Data 2015 Certified Roll Exemptions Official Sale Date Book Page Value Type HOMESTEAD EXEMPTION Records (New Window) 05/16/2012 6864 727 \$100 QC View Instr 02/24/2012 6825 1519 \$19,700 QC Legal Description View Instr 04/2005 5610 1787 \$100 QC LOT 6 BLK B LAS BRISAS 2ND ADDN PB 9 P 70 OR6825 View Instr 11/2002 5040 1029 \$76,000 SC P 1519 OR 6864 P 727 SEC 1/10 T 2S R 31W View Instr 04/2000 4553 268 \$100 QC View Instr 01/1976 1059 237 \$38,000 WD View Instr Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Extra Features METAL BUILDING Information Launch Interactive Map Section Map Id: 10-25-31-1 Approx. Acreage: 0.2668 Zoned: 🔎 MDR Evacuation & Flood Information Open Report 86 115

View Florida Department of Environmental Protection(DEP) Data

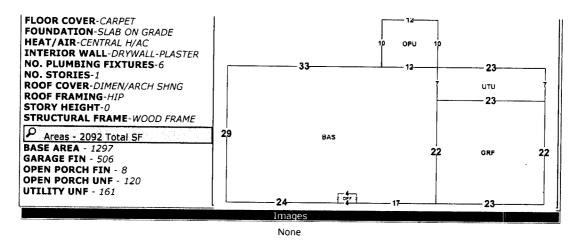
Address:6936 FALCON DR, Year Built: 1976, Effective Year: 1976

Structural Elements

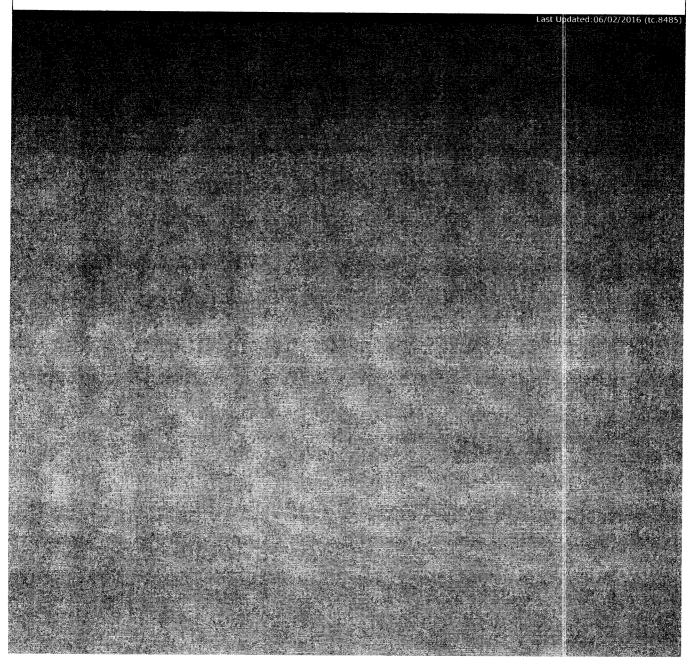
**DECOR/MILLWORK-AVERAGE DWELLING UNITS-1** 

EXTERIOR WALL-BRICK-FACE/VENEER

**Buildings** 



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.



#### **PAM CHILDERS**

CLERK OF THE CIRCUIT COURT
ARCHIVES AND RECORDS
CHILDSUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CRIMINAL
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: 093233172 Certificate Number: 004993 of 2014

Payor: ARTINA HUNTER 6936 FALCON DR PENSACOLA, FL 32526 Date 09/22/2016

Clerk's Check #	5530685442	Clerk's Total	\$497. <b>7</b> 5	
Tax Collector Check #	1	Tax Collector's Total	\$2,991.17	
The state of the s	And the second s	Postage	<b>\$60</b> 00	
Section 1997 (1997) (19		Researcher Copies	\$40.00	
		Total Received	\$3,498.42 \$ 29	40.28
Control of the Contro	Manual Hillian Value of the Control	Total Received	Ψ2,770.72	400

**PAM CHILDERS** 

Clerk of the Cirquit Coupt

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
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 # 2014 TD 004993

**Redeemed Date** 09/22/2016

Name ARTINA HUNTER 6936 FALCON DR PENSACOLA, FL 32526

Clerk's Total = TAXDEED	\$ <del>{</del> 97 <b>,</b> 25			
Due Tax Collector = TAXDEED	\$2,901.17			
Postage = TD2	\$6,000 219020			
ResearcherCopies = TD6	\$40.00			
• For Office Use Only				

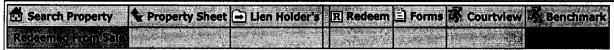
Desc Amount Owed Amount Due Payee Name

FINANCIAL SUMMARY

No Information Available - See Dockets

**Docket** 

Date





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

Tax Deed - Redemption Calculator
Account: 093233172 Certificate Number: 004993 of 2014

Redemption Ye	es 🗸	Application Date [	05/04/2016	Interest Rate	18%	
	F	Final Redemption Payment E	STIMATED	Redemption Overpayment ACTUAL		
	,	Auction Date 12/05/2016		Redemption Date 09/	/30/2016	
Months	7	7		4		
Tax Collector		\$2,619.84		\$2,619.84		
Tax Collector Interest	9	\$275.08		\$157.19		
Tax Collector Fee		\$6.25		\$6.25		
Total Tax Collector		\$2,901.17		\$2,783.28		
Clerk Fee		\$130.00		\$130.00		
Sheriff Fee		\$120.00		\$120.00		
Legal Advertisement		\$200.00		\$200.00		
App. Fee Interest	9	\$47.25		\$ <del>27.00</del>		
Total Clerk		\$497.25		\$477.00		
Postage		\$60.00		\$0.00		
Researcher Copies		\$40.00		\$0.00		
Total Redemption Amo	ount :	\$3,498.42		\$3,260.28		
		Repayment Overpayment Re	fund Amount	\$238.14		

## Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B Pensacola, Florida 32503

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

Redeemed 16-521

#### OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 13105

September 16, 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 09-16-1996, through 09-16-2016, and said search reveals the following:

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

Artina Hunter, contractual interest and Otis Baxter, fee simple interest

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

September 16, 2016

# OWNERSHIP AND ENCUMBRANCE REPORT LEGAL DESCRIPTION

File No.: 13105

September 16, 2016

Lot 6, Block B, Las Brisas 2nd Addition, as per plat thereof, recorded in Plat Book 9, Page 70, of the Public Records of Escambia County, Florida

# OWNERSHIP AND ENCUMBRANCE REPORT CONTINUATION PAGE

File No.: 13105

September 16, 2016

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

- 1. Contract for Deed executed by Jerome Weaver and Jacqueline Weaver to Betty A. Baxter, dated 11/06/2002 and recorded in Official Record Book 5040 on page 1029 of the public records of Escambia County, Florida. given to secure the original principal sum of \$76,000.00. Assignment to U.S. Small Business Administration recorded in O.R. Book 5621, page 1951.
- 2. Mortgage executed by Jerome Weaver and Jacqueline Weaver to U.S. Small Business Administration, dated 12/11/2004 and recorded in Official Record Book 5622 on page 176 of the public records of Escambia County, Florida. given to secure the original principal sum of \$50,700.00.
- 3. Taxes for the year 2012-2015 delinquent. The assessed value is \$82,766.00. Tax ID 09-3233-172.

#### 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

by: Richard S. Combs, President

Pensacola, FL 32596 CERTIFICATION: TITLE SEARCH FOR TDA TAX DEED SALE DATE: 12-5-2016 09-3233-172 TAX ACCOUNT NO.: 2014 CERTIFICATE NO.: 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. NO YES X Notify City of Pensacola, P.O. Box 12910, 32521 X Notify Escambia County, 190 Governmental Center, 32502 \_\_\_ Homestead for 2015 tax year. Х Artina Hunter 6936 Falcon Dr. Pensacola, FL 32526 Otis Baxter 270 W. Kingsfield Rd. Cantonment, FL 32533 U.S. Small Business Administration 801 Tom Martin Dr., Ste 120 Birmingham, AL 35211 Certified and delivered to Escambia County Tax Collector, this 16th day of September , 2016 . SOUTHERN GUARANTY FITLE COMPANY

NOTE: The above listed addresses are based upon current information available, but said addresses are not guaranteed to be true or correct.

15

QUIT CLAIM DEED

OR BK 4553 PGO268 Escambia County, Florida INSTRUMENT 00-729796

NEED BOC STONDS PO P'ESC CD \$ 0.70 05/02/00 ENVIE AFE MEANS STERN VI: A COUNTY STERN RCD May /021 2000 01:22 pm Escambia County, Florida

STATE OF ELOPIPA

COUNTY OF Escambia	Ernie Lee Magaha Clerk of the Circuit Court INSTRUMENT 00-729796
THIS INDENTURE, executed	2000
O-1	
mailing address is 1908 Southwind Circle.	Pensacola, FL 32506
Betty A. Baxter, wife	north of the
Southwing Circle, Pens	
	INESSEIH:
The party of the first party, for and in consi- and other good and valuable consideration in hand receipt whereof is hereby acknowledged, does hereby second party forever, all right, title, interest, claim; and to the following described property, situate, lyi- described as:	remise, release and quit-claim unto to the
Lot 6 RLK R LAS BRICAS 2ND ADDA	
Lot 6 BLK B LAS BRISAS 2ND ADDN F 1/10 T 2S R 31W	'B 9 P 70 OR 1059 P 237 SEC
1/10 1 25 R 31W	
	•
	•
PARCEL ID NUMBER: 09 3233 172 TO HAVE AND TO HOLD, the same together hereditaments and appurtenances belonging or in anywise	10 2S 31 5000 006 002 er with all and singular, the tenements, e appertaining to that real property.
IN WITNESS WHEREOF, the said first party day and year first above written.	has signed and sealed these presents the
Signed, sealed and delivered in the presence of:	
Printed name of Wilness	Otis D. Baxter
	OIN AS 26 SUBLES OF A C
King Hamilton	111 DA 20044COLYBOY
Lisa Namitton	NA RO
Printed name of Witness	/30
STATE OF	
COUNTY OF	•
The foregoing instrument was acknowledged be driver's license as identification.	clore me this day of, known to me or who produced a current
Signature of Notary Name Printed:	
Commission Number:	
My Commission Expires: WY COMMISSION & CC 708080	

THIS INSTRUMENT PREPARED BY:

Otis D. & Betty A. Baxter 1908 Southwind Circle Pensacola, FL 32506

Recorded in Public Records 04/05/2005 at 03:20 PM, OR Book 5610 Page 1787, Instrument #2005355872, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$27.00 Deed Stamps \$0.70

Prepared by:
James H. Reddick
Post Office Box 550
Gulf Breeze, Florida 32562

When recorded return to: Otis Baxter 1908 Southwind Circle Pensacola, FL 32506

(Space above this line reserved for recording office use only)

#### **QUIT-CLAIM DEED**

#### 1. IDENTIFICATION OF GRANTOR

Grantor's name and address is: Betty A. Baxter

1908 Southwind Circle Pensacola, FL 32506

The word "I" or "me" as hereafter used means the Grantor.

#### 2. IDENTIFICATION OF GRANTEE

Grantee's name and address is: Otis Baxter

1908 South wind Circle Pensacola, Florida 32506

The word "you" as hereafter used means the Grantee.

#### 3. MEANINGS OF TERMS

The terms "I," "me," "you," "grantor," and "grantee," shall be non-gender specific ((i) masculine, (ii) feminine, or (iii) neuter, such as corporations, partnerships or trusts), singular or plural, as the context permits or requires, and include heirs, personal representatives, successors or assigns where applicable and permitted.

#### 4. DESCRIPTION OF REAL PROPERTY CONVEYED

Property hereby conveyed (the "Real Property") is described as follows:

Lot 6 BLK B LAS BRISAS 2ND ADDN PB 9 P 70 OR 1059 P 237 SEC

1/10 T 2S R 31W

BK: 5610 PG: 1788

The Property Appraiser's Parcel Identification Number is 102S31-5000-006-002.

#### 5. CONSIDERATION

Good and valuable consideration plus the sum of Ten Dollars (\$10.00) received by me from you.

#### 6. CONVEYANCE OF REAL PROPERTY

For the consideration described in Paragraph 5, I convey, remise (to give up a claim), and quit claim (transfer without warranty) to you any interest I may have in and to the Real Property.

#### 7. NOT HOMESTEAD

I represent and warrant that the Real Property is neither the homestead or residence of myself or a member of my family, nor is the Real Property adjacent to the homestead or residence of myself or a member of my family.

#### 8. ASSUMPTION

This conveyance is subject to that Agreement for Deed from Betty A. Baxter to Jerome Weaver and Jacqueline Weaver securing an indebtedness in the original principal amount of \$76,000.00 by them to the grantor, dated November 6, 2002, and recorded in Official Records Volume 5040 at page 1029 of the public records of Escambia County, State of Florida which by acceptance of this deed the Grantee specifically assumes the grantors obligations arising there under as well as the benefits thereof. Grantee acknowledges that the equitable title to the said premises belong to Jerome and Jacqueline Weaver by virtue of said Agreement for Deed.

1789 Last Page PG:

#### 9. **EXCEPTIONS**

This conveyance is subject to taxes for year 2005 and subsequent years.

Executed on April 5, 2005.

Signed in the presence of:

Signed in the presence of:

(Date) 4-5-05

Witness

(Date)

STATE OF FLORIDA **COUNTY OF ESCAMBIA** 

The foregoing instrument was acknowledged before me this 5 day of April 2005, by Betty A. Baxter, who is personally known to me or has produced FIDI BA36-095-41-587-0 as identification.

MARY A. HENDERSON Y COMMISSION # DD 227145 EXPIRES: October 18, 2007

ey a Henderon

Recorded in Public Records 05/31/2012 at 02:30 PM OR Book 6864 Page 727, Instrument #2012042501, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$18.50

Recording requested by:	Space above reserved for use by Recorder's Office
When recorded, mail to:	Document prepared by:
Name:	Name article Heater
Address:	
City/State/Zip:	City/State/Zip_ DENSACOLA A32
Property Tax Parcel/Account Number: 68	25(1519)
	ORREctive Quitchm Deed
	claim Deed
Quit	
	Correcting OR6825 PISIS
This Quitclaim Deed is made on	, between
exome & Ocqueline blook	Grantor, of 5267 Malton
City of halton	, State of Porida
and Ortina Hunter	, State of Porida.  , Grantee, of 4936 failer Wy
, City of Pansacula	, State of Counds
For valuable consideration, the Grantor hereb	y quitclaims and transfers all right, title, and interest held by
	tate and improvements to the Grantee, and his or her heirs
and assigns, to have and hold forever, located	at 6936 Foolgon Drive
	, State of
Section 1997	
Property hereby conveyed (the	"Real Property") is described as follows:
1/10 T 2S R 31W	DN PB 9 P 70 OR 1059 P 237 SEC
-70 L &O R 31W	
Subject to all easements, rights of way, protec	tive covenants, and mineral reservations of record, if any.
	prorated between the Grantor and Grantee as of the date of
recording of this deed.	
•	

Dated: 5-14-2012	
Jerome Weater, Jacque line K. Waguer, and	in fluter
Terome Weaver, Jacqueline K. Waaver, and	INA thater
	iki Brannan
Signature of Witness #1 Printed N	lame of Witness #1
Signature of Witness #2  Printed N	ame of Witness #2
State of Flown County of FSCA	Joid
The state of the s	
On May 14,2012, the Grantor, Texamy	Enveaver, Executine neaver, Artina Hunter
personally came before me and, being duly sworn, did state and pro-	ove that he/she is the person described
in the above document and that he/she signed the above document	in my presence.
Hotary Signature  Rotary Signature	
Notary Public,	
In and for the County of ESCAMBIA State of FIG	orida
My commission expires: 91112014	Seal
	<b>*************************************</b>
Send all tax statements to Grantee.	Notary Public State of Florida Kristina Buchner My Commission EE007508 MIGGA STIRICEM PP3-869 14, 2 (07-09)

AGREEMENT FOR DEED (Non-assumable) OR BK 5040 P61029 Jerome & Jacqueline Weaver Escambia County, Florida INSTRUMENT 2002-043277 4 532,00 Otis Baxter 1908 Southwind Circle NTG DOE: ST 12/30/02 Pensacola, Florida 32506 INTRIGIBLE JA <sup>er(e):</sup> 09-3233-172 ω\*\*\*ω10-2S-31-5000-006-002 Document modified pursuant to Section 119.07, F.S. SPACE ABOVE THIS LINE FOR PROCEESING DATA SPACE ABOVE THIS LINE FOR RECORDING DATA This Agreement. Made this day of November 2002 Beimeen Betty A. Baxter part \_ she \_ of the first part, and Jerome & Jacqueline Weaver , part they of the second part. Bitnesseth. That if the said part the sold part, shall first make the payments and perform the covenants hereinafter mentioned on \_\_\_their\_ part to be made and performed, the said part sheof the first part hereby covenant 8 and agree 8 to convey and assure to the said part them of the second part, heirs, personal representatives, administrators or assigns, in fee simple, clear of all incumbrances whatever, by a good and sufficient deed, the lot \_ \_\_\_. piece \_\_\_\_ or parcel \_\_\_\_ of land, situated in the county Escambia , State of \_\_Flori ., known and described as follows, to wit: LOT 6 BLK B LAS BRISAS 2ND ADDN PB 9 P 70 SEC 1/10 T 2S R 31W OR 1059 P 237 OR 4553 P 268 and the said part they of the second part hereby covenant a and agrees to pay to the said parther of the first part the sum of Seventy-six Thousand (76,000) the manner following: Bi-weekly deposit to the designated bank account the amount of Two Hundred, Fifty-two, 70/100 Dollars plus a reserve for with interest at the rate of Seven per centum per annum, payable/insurance and taxes. annually on the whole sum remaining from time to time unpaid; and to pay all taxes, assessments or impositions that may be legally levied or imposed upon said land subsequent to the year (4th day of November) , and to keep the buildings upon said premises insured in some company satisfactory to the part her of the first part, and payable for the parties, respectively as their interests may appear, in a sum not less than Seventy-six Thousand (76,000)

Dollars during the term of this agreement. And in case of failure of the said park how the second part to make any of the payments or any part thereof, or to perform any of the covenants on their \_ part hereby made and entered into, this contract shall, at the option of the part he pof the first part, be forfeited and terminated, and the partthe of the second part shall forfeit all payments made by them \_\_ on this contract; and such payments shall be retained by the said part her of the first part in full satisfaction and liquidation of all damages by them sustained, and the said part she of the first part shall have the right to re-enter and take possession of the premises aforesaid without being liable to any action therefor, and at the option of the pars her of the first part the unpaid balance shall without demand become due and payable, and all costs and expenses of collection of said moneys by foreclosure or otherwise, including attorney's fees, shall paid by the part the the second part, and the same are hereby secured. \*(or Deed in lieu of foreclosure) It is Mutually Agreed, by and between the parties hereto, that the time of each payment shall be an essential part of this contract, and that all covenants and agreements herein contained shall extend to and be obligatory upon the heirs, personal representatives, administrators and assigns of the respective parties. In Witness Whereof, The parties to these presents have hereunto set their hands and seals the day and year and delivered in the presence of: BHO A, Bartin Baxter 1908 Southwind Circle Florida 32506 acola. s Signature (as to Buyer) Jerome Jacqueline Weaver Signature (as to Buyer)

#### OR BK 5040 P61030 Escambia County, Florida INSTRUMENT 2002-043277

					T1452 )	KUMENT 2002	-043277
COUN Betty	E OF Flored	a Merene U	) Vasues, O	acaroline	tify that on this day, to coaths and take sick	HIS LINE POR RECORDING Defore me, an officer di nowledgments, person	ily authorized ally appeared
executed	me to be the person_ the same, and an oat	s was not taken, (Che	d who executed the	e foregoina inclus	mant who sales a le	dged before me that _ me. Q Said person(s)	nemided the
following	NOTARY RUBS	ER STAMP SEAL  SUSGIN E AMFORD  SION # DO073433 EXPIRES  WITHOUT FAR INSURANCE INC.				the County and State	<u> </u>
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			Dated		<b>T</b> o	Agreement	Articles of

Recorded in Public Records 04/20/2005 at 12:54 PM OR Book 5622 Page 176, Instrument #2005362696, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$35.50 MTG Stamps \$177.45

MAIL ANY NOTICE OF DEFAULT TO: U.S. SMALL BUSINESS ADMINISTRATION 801 Tom Martin Drive, Suite 120 Birmingham, Alabama, 35211

THIS INSTRUMENT PREPARED BY AND MAIL TO: Terry J. Miller, Attorney/Advisor U.S. SMALL BUSINESS ADMINISTRATION One Baltimore Place, Suite 300 Atlanta, Georgia 30308 (404)347-3771

WEAVER, Jerome and Jacqueline # 3627-09964 Loan No. DLH 82559440-04

SPACE ABOVE THIS LINE FOR RECORDER'S USE .

## MORTGAGE (Direct)

This mortgage made and entered into this 11th day of December 2004, by and between Jerome Weaver and Jacqueline Weaver, husband and wife, 4712 West Fairfield Drive, Pensacola, Florida 32526 (hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at 801 Tom Martin Drive, Suite 120, Birmingham, Alabama, 35211

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Escambia, State of Florida:

LOT 6 BLK B LAS BRISAS 2ND ADDN PB 9 P 70 SEC 1/10 T 2S R 31W OR 1059 P 237 OR 4553 P 268

Parcel ID #: 10-2S-31-5000-006-002

More commonly known as: 6936 Falcon Drive, Pensacola, Florida, 32526

It is hereby agreed between the parties hereto, that if the mortgagor, subsequent to the date of this mortgage, conveys, contracts, or attempts to sell the above described mortgaged property in any way or manner whatsoever, while said property is mortgaged to the mortgagee, and without the written consent of the mortgagee, then and in such event the whole sum of principal and interest of the debt secured by this mortgage shall, at the option of the mortgagee, become immediately due and payable, and this mortgage may be foreclosed at once if said debt is not paid in full.

"This transaction is exempt from the Florida Intangible Tax since a governmental agency is holder of the indebtedness".

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated <u>December 11, 2004</u> in the principal sum of \$50,700.00 and maturing on <u>December 11, 2034</u>.

- The mortgagor covenants and agrees as follows:
- a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.
- b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.
- c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said premises. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.
- d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.
- e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.
- f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.
- g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable and shall be secured by the lien of this mortgage.
- h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.
- i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.
- j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.
  - k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

BK: 5622 PG: 178

WEAVER, Jerome and Jacqueline 3627-09964 / DLH 82559440-04

- 2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property to that extent.
- 3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisement (the mortgagor having waived and assigned to the mortgagee all rights of appraisement):
  - (I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or
- (II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or
- (III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinabove provided, the mortgagor or any person in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

- 4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.
- 5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisement.
- 6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid to the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

- 7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- 8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.
- 9. In compliance with section 101.106 of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.106], this instrument is to be construed and enforced in accordance with applicable Federal law.
- 10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.
- 11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 4712 West Fairfield Drive, Pensacola, Florida 32526 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 801 Tom Martin Drive, Suite 120 Birmingham, Alabama, 35211.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

STATE OF FLORIDA )	
COUNTY OF <u>GSCholda</u>	Jerome Weaver
The foregoing instrument was acknowledged before me this  day of	Jacqueline Weaver
as identification.	sacqueime wears
Notary Public, State of Florida at Large My Commission Expires:	TEDRA GIBBS MY COMMISSION #DD122486
The foregoing instrument was acknowledged before me this	EXPIRES: JUNE 5, 2006 Bonded through Advantage Notary
day of, 20 by  Jacqueline Weaver who produced a	
as identification.	
Notary Public, State of Florida at Large My Commission Expires: 4106	TEDRA GIBBS
	MY COMMISSION #DD122486

Bonded through Advantage Notary

Recorded in Public Records 04/20/2005 at 10:47 AM OR Book 5621 Page 1951, Instrument #2005362610, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$27.00

MAIL ANY NOTICE OF DEFAULT TO:
U.S. SMALL BUSINESS ADMINISTRATION
801 Tom Martin Drive, Suite 120
Birmingham, Alabama, 35211

THIS INSTRUMENT PREPARED BY AND MAIL TO: Terry J. Miller, Attorney/Advisor U.S. SMALL BUSINESS ADMINISTRATION One Baltimore Place, Suite 300 Atlanta, Georgia 30308 (404)347-3771

WEAVER, Jerome and Jacqueline # 3627-09964 Loan No. DLH 82559440-04

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## ASSIGNMENT OF INSTALLMENT LAND CONTRACT AS SECURITY FOR A LOAN

This Assignment, made this 13th day of April, 2005 by Jerome Weaver and Jacqueline Weaver, husband and wife, (hereinafter called ASSIGNOR), to the Small Business Administration, an Agency of the United States Government (hereinafter called ASSIGNEE), and acknowledged and the terms agreed to by Otis Baxter (hereinafter called SELLER).

#### WITNESSETH:

WHEREAS, ASSIGNOR and SELLER have entered into an installment land contract (hereinafter called CONTRACT) dated November 6, 2002 and recorded on December 30, 2002 as Instrument No. 2002-043277 in Book 5040 at Page(s) 1029 of the Official Records of the Escambia County, State of Florida; and

WHEREAS, ASSIGNOR has acquired an interest from SELLER under CONTRACT in and to the following described real estate and improvements thereon located in <u>Escambia</u> County, State of <u>Florida</u>;

LOT 6 BLK B LAS BRISAS 2ND ADDN PB 9 P 70 SEC 1/10 T 2S R 31W OR 1059 P 237 OR 4553 P 268

Parcel Identification Number: 10-2S-31-5000-006-002

More commonly known as: 6936 Falcon Drive, Pensacola, Florida 32526

WHEREAS, ASSIGNEE has approved a disaster loan to <u>Jerome Weaver and Jacqueline Weaver</u> (hereinafter called BORROWER) in the amount of \$ 50,700.00; and

WHEREAS, said disaster loan provides valuable consideration to ASSIGNOR; and

WHEREAS, ASSIGNEE has requested as collateral security for said loan to BORROWER, an assignment, with full right of reassignment, of all of ASSIGNOR'S rights, title and interest under said CONTRACT; and

WHEREAS, ASSIGNEE requires the recordation of this ASSIGNMENT; and

WHEREAS, ASSIGNEE requires as additional security for said loan a Deed of Trust/Mortgage from ASSIGNOR conveying the real estate and improvements described herein above;

NOW THEREFORE, in order to induce ASSIGNEE to disburse all or any part of the said loan to BORROWER, and intending to be legally bound hereby, ASSIGNOR does hereby assign and transfer, with right of re-assignment to ASSIGNEE, all of its rights, title and interest in the said CONTRACT and any amendments thereto, to have and to hold the same as additional security for the payment of principal and interest to be paid, and for the performance and observance of all the covenants contained in SBA Form 147B Note, and any other loan document given by BORROWER to ASSIGNEE in connection with the said loan.

BK: 5621 PG: 1952

ASSIGNOR hereby covenants and agrees further as follows:

- 1. That he will continue to honor all terms and conditions of the CONTRACT and any amendments thereto.
- 2. That all modifications of the CONTRACT required by this ASSIGNMENT are made with his consent and at his request.
- 3. That he will not change or alter the terms of the CONTRACT between himself and SELLER without the prior written consent of ASSIGNEE.
- 4. That ASSIGNEE may record the CONTRACT and this ASSIGNMENT in such place or places as ASSIGNEE may deem appropriate.
- 5. Any notice of default served upon, or otherwise given ASSIGNOR by SELLER will be forwarded within five (5) days or receipt to ASSIGNEE by Certified Mail to 801 Tom Martin Drive, Suite 120 Birmingham, Alabama, 35211. All notices of default served upon, or otherwise given SELLER by ASSIGNOR, will be forwarded to ASSIGNEE in the same manner.
- 6. In the event ASSIGNOR receives a deed to the above described property prior to complete satisfaction of the loan to BORROWER, ASSIGNOR agrees to execute and deliver over to ASSIGNEE a real estate Deed of Trust and such other documentation as ASSIGNEE may require to maintain its security interest in the above described property.

Seller agree(s) that so long as SBA as holder of the note has not obtained possession of the real estate, the SBA as holder of the note shall not be liable for the performance of any obligations, agreements, or covenants, including but not limited to the obligation to make payments, under the Contract, and the Assignor shall, notwithstanding this consent, remain liable for the performance of all obligations, agreements and covenants, including but not limited to, the obligation to pay the balance due as provided for in the Contract.

It is agreed that the Seller will give written notice to SMALL BUSINESS ADMINISTRATION of any default in payments on said contract and will allow SBA ninety (90) days' grace for SBA to cure such default.

Acknowledged and agreed to by:

STATE OF FLORIDA  COUNTY OF ESambia  SSS  SSS  SSS  SSS  SSS  SSS  SSS	Jerome Weaver
The foregoing instrument was acknowledged before me this  20 day of	Jacqueline Weaver
Notary Public, State of Florida at Large My Commission Expires:	TEDRA GIBBS MY COMMISSION #DD122486 EXPIRES: JUNE 5, 2006 Bonded through Advantage Notary
The foregoing instrument was acknowledged before me this day of, 20 by  Jacqueline Weaver who produced a as identification.	
Notary Public, State of Florida at Large My Commission Expires:	TEDRA GIBBS MY COMMISSION #DD122486 EXPIRES: JUNE 5, 2006 Bonded through Advantage Notary

BK: 5621 PG: 1953 Last Page

WEAVER, Jerome and Jacqueline 3627-09964 / DLH 82559440-04

STATE OF FLORIDA ) )ss COUNTY OF ESCANDIC

The foregoing instrument was acknowledged before me this day of \_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_ by \_\_\_\_\_\_\_\_ who produced a as identification.

Notary Public, State of Florida at Large My Commission Expires:

TEDRA GIBBS MY COMMISSION #DD122486 EXPIRES: JUNE 5, 2006 Bonded through Advantage Notary



## **Pam Childers**

### Clerk of the Circuit Court and Comptroller, Escambia County

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

October 4, 2016

PFS FINANCIAL 1 LLC US BANK CUSTODIAN 50 SOUTH 16<sup>TH</sup> ST STE 2050 PHILADELPHIA PA 19102

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 004174	\$450.00	\$27.00	\$477.00
2014 TD 004993	\$450.00	\$27.00	\$477.00

**TOTAL \$954.00** 

Very truly yours,

PAM CHILDERS

Clerk of Circuit Cou

By: Emily Hogg

Tax Deed Division