

**Tax Collector's Certification**

CTY-513

**Tax Deed Application Number**

1600330

**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 / 5022**, Issued the 1st Day of June, 2014 and which encumbers the following described property in the county of Escambia, State of Florida, to wit: **09-3368-000**

Cert Holder:

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

Property Owner:

**GRIMM CHERYL L & HEATH VERN R**  
**7206 SACHEM RD**  
**PENSACOLA, FL 32506**

LT 5 BLK A OR 3996 P 151 BRIARWOOD S/D PB 5 P 78

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  |
|-------------------------|----------------|------------|----------------------------|----------|--------|
| 2014/5022               | 09-3368-000    | 06-01-2014 | 403.38                     | 20.17    | 423.55 |

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  |
|-------------------------|----------------|------------|----------------------------|---------------------|----------|--------|
| 2015/5438               | 09-3368-000    | 06-01-2015 | 409.34                     | 6.25                | 20.47    | 436.06 |

**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 | 859.61   |
| 2. Total of Delinquent Taxes Paid by Tax Deed Applicant                                                   | 0.00     |
| 3. Total of Current Taxes Paid by Tax Deed Applicant                                                      | 388.83   |
| 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)                                                                                    | 1,623.44 |

**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.                 | 21,867.50 |
| 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, 2014 By Jenna Stewart

\*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.  
 09-3368-000 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/ 5022             | 06-01-2014  | LT 5 BLK A OR 3996 P 151 BRIARWOOD S/D PB 5 P 78 |

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:** 112S312400005001  
**Account:** 093368000  
**Owners:** GRIMM CHERYL L & HEATH VERN R  
**Mail:** 7206 SACHEM RD  
PENSACOLA, FL 32506  
**Situs:** 7206 SACHEM RD 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 | \$10,350 | \$37,370 | \$47,720 | \$43,735 |
| 2014 | \$10,350 | \$35,324 | \$45,674 | \$43,388 |
| 2013 | \$10,350 | \$32,397 | \$42,747 | \$42,747 |

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

## Sales Data

| Sale Date | Book | Page | Value    | Type | Official Records (New Window) |
|-----------|------|------|----------|------|-------------------------------|
| 06/1996   | 3996 | 151  | \$40,300 | WD   | <a href="#">View Instr</a>    |
| 06/1980   | 1448 | 652  | \$27,000 | WD   | <a href="#">View Instr</a>    |
| 09/1979   | 1368 | 411  | \$24,500 | WD   | <a href="#">View Instr</a>    |
| 01/1976   | 1042 | 575  | \$16,600 | WD   | <a href="#">View Instr</a>    |

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

## 2015 Certified Roll Exemptions

HOMESTEAD EXEMPTION

## Legal Description

LT 5 BLK A OR 3996 P 151 BRIARWOOD S/D PB 5 P 78

## Extra Features

None

## Parcel Information

[Launch Interactive Map](#)

**Section Map Id:**  
 11-2S-31-1

**Approx. Acreage:**  
 0.2285

**Zoned:**   
 MDR

**Evacuation & Flood Information**  
[Open Report](#)


[View Florida Department of Environmental Protection \(FDEP\) Data](#)

## Buildings

Address: 7206 SACHEM RD, Year Built: 1961, Effective Year: 1961

### Structural Elements

DECOR/MILLWORK-AVERAGE  
 DWELLING UNITS-1  
 EXTERIOR WALL-BRICK-FACE/VENEER  
 EXTERIOR WALL-VINYL SIDING  
 FLOOR COVER-CARPET  
 FOUNDATION-SLAB ON GRADE  
 HEAT/AIR-CENTRAL H/AC

INTERIOR WALL-DRYWALL-PLASTER  
NO. PLUMBING FIXTURES-3  
NO. STORIES-1  
ROOF COVER-DIMEN/ARCH SHNG  
ROOF FRAMING-GABLE  
STORY HEIGHT-0  
STRUCTURAL FRAME-WOOD FRAME

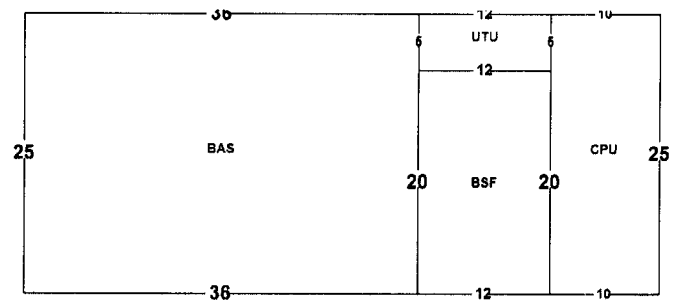
Areas - 1450 Total SF

BASE AREA - 900

BASE SEMI FIN - 240

CARPORT UNF - 250

UTILITY UNF - 60



Images



4/30/12

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.4385)

**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 005022**

**Redeemed Date 05/23/2016**

**Name CHERYL L GRIMM 7206 SACHEM RD PENSACOLA, FL 32506**

|                             |            |
|-----------------------------|------------|
| Clerk's Total = TAXDEED     | \$490.50   |
| Due Tax Collector = TAXDEED | \$1,775.80 |
| Postage = TD2               | \$60.00    |
| ResearcherCopies = TD6      | \$40.00    |

**• For Office Use Only**

| Date | Docket | Desc | Amount Owed | Amount Due | Payee Name |
|------|--------|------|-------------|------------|------------|
|------|--------|------|-------------|------------|------------|

**FINANCIAL SUMMARY**

No Information Available - See Dockets

**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**

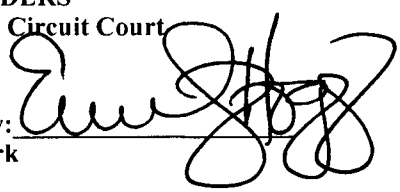
CLERK TO THE BOARD OF  
COUNTY COMMISSIONERS  
OFFICIAL RECORDS  
COUNTY TREASURY  
AUDITOR

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT  
Tax Certificate Redeemed From Sale  
Account: 093368000 Certificate Number: 005022 of 2014**

**Payor: CHERYL L GRIMM 7206 SACHEM RD PENSACOLA, FL 32506      Date 05/23/2016**

|                       |   |                       |                                        |
|-----------------------|---|-----------------------|----------------------------------------|
| Clerk's Check #       | 1 | Clerk's Total         | <del>\$490.00</del>                    |
| Tax Collector Check # | 1 | Tax Collector's Total | <del>\$1,775.80</del>                  |
|                       |   | Postage               | <del>\$60.00</del>                     |
|                       |   | Researcher Copies     | <del>\$40.00</del>                     |
|                       |   | Total Received        | <del>\$2,366.30</del> <b>\$1790.79</b> |

**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>

|                    |                |               |        |       |           |           |
|--------------------|----------------|---------------|--------|-------|-----------|-----------|
| Search Property    | Property Sheet | Lien Holder's | Redeem | Forms | Courtview | Benchmark |
| Redeemed From Sale |                |               |        |       |           |           |



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

**Tax Deed - Redemption Calculator**

**Account: 093368000 Certificate Number: 005022 of 2014**

Redemption ☐ Yes ☒ No Application Date  Interest Rate

|                         | Final Redemption Payment ESTIMATED                   | Redemption Overpayment ACTUAL                           |
|-------------------------|------------------------------------------------------|---------------------------------------------------------|
|                         | Auction Date <input type="text" value="10/03/2016"/> | Redemption Date <input type="text" value="05/23/2016"/> |
| Months                  | 6                                                    | 1                                                       |
| Tax Collector           | <input type="text" value="\$1,623.44"/>              | <input type="text" value="\$1,623.44"/>                 |
| Tax Collector Interest  | \$146.11                                             | \$24.35                                                 |
| Tax Collector Fee       | <input type="text" value="\$6.25"/>                  | <input type="text" value="\$6.25"/>                     |
| Total Tax Collector     | \$1,775.80                                           | <input type="text" value="\$1,654.04"/> TC              |
| Clerk Fee               | <input type="text" value="\$130.00"/>                | <input type="text" value="\$130.00"/>                   |
| Sheriff Fee             | <input type="text" value="\$120.00"/>                | <input type="text" value="\$120.00"/>                   |
| Legal Advertisement     | <input type="text" value="\$200.00"/>                | <input type="text" value="\$200.00"/>                   |
| App. Fee Interest       | \$40.50                                              | \$6.75                                                  |
| Total Clerk             | \$490.50                                             | <input type="text" value="\$456.75"/> CH                |
| Postage                 | <input type="text" value="\$60.00"/>                 | <input type="text" value="\$0.00"/>                     |
| Researcher Copies       | <input type="text" value="\$40.00"/>                 | <input type="text" value="\$0.00"/>                     |
| Total Redemption Amount | \$2,366.30                                           | \$2,110.79                                              |
|                         | Repayment Overpayment Refund Amount                  | \$255.51                                                |

Notes

**Submit**

**Reset**

**Print Preview**



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

June 3, 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.

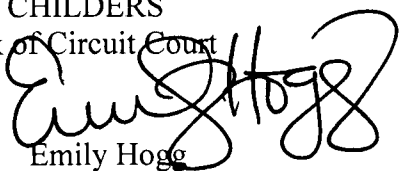
| TAX CERT       | APP FEES | INTEREST | TOTAL    |
|----------------|----------|----------|----------|
| 2014 TD 004150 | \$450.00 | \$6.75   | \$456.75 |
| 2014 TD 008510 | \$450.00 | \$6.75   | \$456.75 |
| 2014 TD 003315 | \$450.00 | \$6.75   | \$456.75 |
| 2014 TD 003317 | \$450.00 | \$6.75   | \$456.75 |
| 2014 TD 005022 | \$450.00 | \$6.75   | \$456.75 |

**TOTAL 2283.75**

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*  
*16-380*

**OWNERSHIP AND ENCUMBRANCE REPORT**

File No.: 12928

July 13, 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 07-13-1996, through 07-13-2016, and said search reveals the following:

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

Cheryl L. Grimm and Vern R. Heath

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

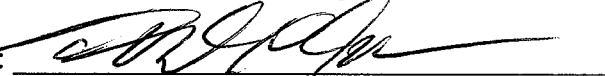
4. Taxes:

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 13, 2016

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 12928

July 13, 2016

**Lot 5, Block A, Briarwood Subdivision, as per plat thereof, recorded in Plat Book 5, Page 78, of the  
Public Records of Escambia County, Florida**

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 12928

July 13, 2016

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

1. Mortgage executed by Vern R. Heath and Cheryl L. Grimm to Liberty Bank NKA Whitney Bank AKA Hancock Bank, dated 06/14/1996 and recorded in Official Record Book 3996 on page 153 of the public records of Escambia County, Florida. given to secure the original principal sum of \$41,900.00
2. Mortgage executed by Vern R. Heath and Cheryl L. Grimm to Peoples First Community Bank, dated 05/27/2003 and recorded in Official Record Book 5163 on page 501 of the public records of Escambia County, Florida. given to secure the original principal sum of \$15,000.00 Assignment to Hancock Bank recorded in O.R. Book 6615, page 566.
3. Judgment filed by Members First Credit Union recorded in O.R. Book 6995, page 464.
4. Taxes for the year 2013-2015 delinquent. The assessed value is \$47,720.00. Tax ID 09-3368-000.

**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: rcsgrt@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.: 09-3368-000

CERTIFICATE NO.: 2014-5022

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 2015 tax year.

Cheryl L. Grimm  
Vern R. Heath  
7206 Sachem Rd.  
Pensacola, FL 32506

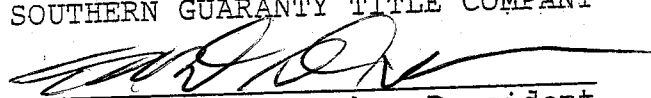
Hancock Bank  
2510 14th St.  
One Hancock Plaza, 7th Floor  
Gulfport, MS 39502

Whitney Bank aka Hancock Bank  
formerly LibertyBank  
P.O. Box 4020  
Gulfport, MS 39502

Members First Credit Union  
64 S. Reus St.  
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.

STATE OF FLORIDA )  
COUNTY OF ESCAMBIA )

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that CLIFTON L. BARNES  
whose forwarding address is \_\_\_\_\_  
and whose tax identification number is \_\_\_\_\_, for and in  
consideration of Ten Dollars and other good and valuable consideration, the  
receipt whereof is hereby acknowledged, do bargain, sell, convey and grant unto  
VERN R. HEATH, a single man, and CHERYL L. GRIMM a single woman, as joint  
tenants with right of survivorship, whose tax identification number is \_\_\_\_\_  
and whose address is 7206 SACHEM ROAD,  
PENSACOLA, FLORIDA 32506, their heirs, personal representatives,  
successors and assigns, forever, the following real property, situate, lying and  
being in the County of ESCAMBIA, State of Florida, to-wit:

LOT 5, BLOCK A, BRIARWOOD SUBDIVISION, BEING A PORTION OF  
SECTION 11, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA  
COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 5  
AT PAGE 78 OF THE PUBLIC RECORDS OF SAID COUNTY.

THE ABOVE DESCRIBED REAL PROPERTY IS NOT THE CONSTITUTIONAL HOMESTEAD OF GRANITOR.

(Parcel Tax Identification # 11-25-31-2400-005-001 )

Subject to taxes for current year and to valid easements and restrictions  
of record affecting the above property, if any.

TO HAVE AND TO HOLD, unto the Grantees, their heirs, successors and  
assigns forever. Together with all and singular the tenements, hereditaments  
and appurtenances thereto belonging or in anywise appertaining, free from all  
exemptions and right of homestead. And I covenant that I am well  
seized of an indefeasible estate in fee simple in said property and have a good  
right to convey the same; that it is free from all encumbrances and that I,  
my heirs, personal representatives, successors and assigns, the said Grantees  
their heirs, personal representatives, successors and assigns, in the quiet and  
peaceable possession and enjoyment thereof, against all persons lawfully  
claiming the same, shall and will forever warrant and defend, subject to the  
exceptions set forth above.

IN WITNESS WHEREOF, I have hereto set my hand and seal this 14th  
day of JUNE, 1996.

Signed, sealed and delivered  
in the presence of:

Print Name: JAMES J. REEVES  
Print Name: EDITH F. GALE, A

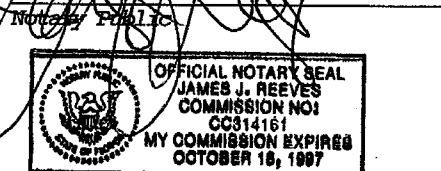
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Clifton L. Barnes  
CLIFTON L. BARNES

D S PD. \$282.10  
Mort \$0.00 ASUM \$0.00  
JUNE 19, 1996  
Ernie Lee Magaha,  
Clerk of the Circuit Court  
BY [Signature] S.C.

The foregoing instrument was acknowledged before me this 14th day of JUNE  
1996, by CLIFTON L. BARNES  
personally known to me or who has produced [Signature] who is  
as identification, and who did take an oath.

This instrument prepared by:  
James J. Reeves  
Attorney at Law  
730 Bayfront Parkway, Suite 4-B  
Pensacola, FL 32501



This Instrument Prepared By: **James J. Reeves, Attorney At Law**  
730 Bayfront Pkwy., 4B  
Pensacola, FL 32501

[Space Above This Line For Recording Data]

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **JUNE 14, 1996**  
The mortgagor is **VERN R. HEATH, an unmarried man, and CHERYL L. GRIMM, an unmarried woman**

(**"Borrower"**). This Security Instrument is given to  
**LIBERTY BANK**  
which is organized and existing under the laws of **THE STATE OF FLORIDA**, and whose address is  
**201 NORTH PALAFOX STREET, PENSACOLA, FLORIDA 32501**

(**"Lender"**). Borrower owes Lender the principal sum of  
**FORTY ONE THOUSAND NINE HUNDRED AND NO/100**  
Dollars (U.S. \$ **41,900.00**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument (**"Note"**), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **JULY 1, 2026**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in

**ESCAMBIA** County, Florida:

**LOT 5, BLOCK A, BRIARWOOD SUBDIVISION, BEING A PORTION OF SECTION 11, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 5 AT PAGE 78 OF THE PUBLIC RECORDS OF SAID COUNTY.**

Received \$83.80  
in payment of taxes due on  
Class 'C' intangible Personal  
Property, pursuant to FL Statutes  
**ERNIE LEE MAGAHA,**  
CLERK OF THE CIRCUIT COURT  
Escambia County, FL

D S PD \$0.00  
Mort \$146.65 ASUM \$0.00  
JUNE 19, 1996  
Ernie Lee Magaha,  
Clerk of the Circuit Court  
BY: *[Signature]* BZC.

which has the address of **7206 SACHEM ROAD, PENSACOLA, FLORIDA 32506**  
[Street]

[City]

Florida

[Zip Code]

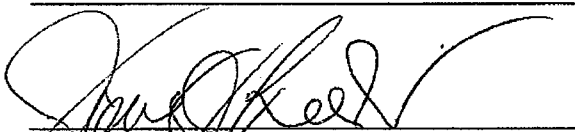
(**"Property Address"**);

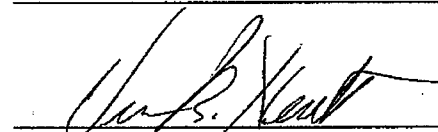
**24. Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

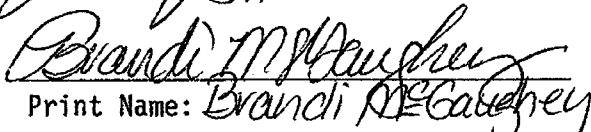
- |                                                  |                                                         |                                                 |
|--------------------------------------------------|---------------------------------------------------------|-------------------------------------------------|
| <input type="checkbox"/> Adjustable Rate Rider   | <input type="checkbox"/> Condominium Rider              | <input type="checkbox"/> 1-4 Family Rider       |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider           | <input type="checkbox"/> Rate Improvement Rider         | <input type="checkbox"/> Second Home Rider      |
| <input type="checkbox"/> Other(s) [specify]      |                                                         |                                                 |

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

  
Print Name: JAMES J. REEVES

  
VERN R. HEATH (Seal)  
-Borrower

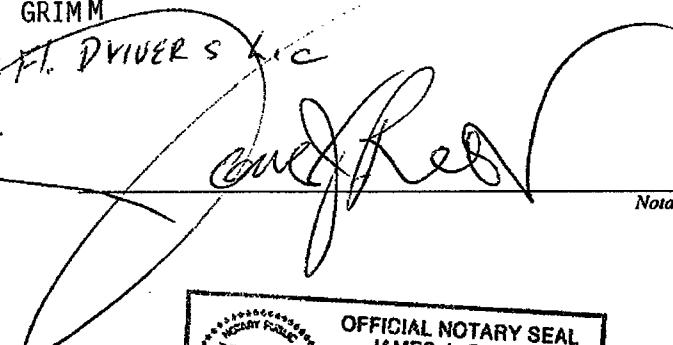
  
Print Name: Brandi McGahey

  
CHERYL L. GRIMM (Seal)  
-Borrower

Instrument 00303966  
Filed and recorded in the  
Official Records  
JUNE 19, 1996  
at 03:14 P.M.  
ERNIE LEE MAGAHA,  
CLERK OF THE CIRCUIT COURT  
Escambia County,  
Florida

STATE OF FLORIDA,  
COUNTY OF ESCAMBIA

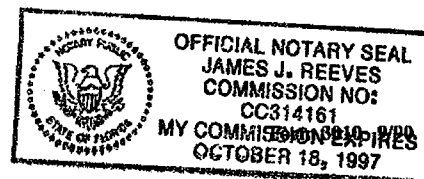
The foregoing instrument was acknowledged before me this 14th day of JUNE, 1996, by  
VERN R. HEATH and CHERYL L. GRIMM

who is personally known to me or who has produced   
as identification and who did take an oath.

My Commission expires:

(Seal)

Notary Public



28.50  
52.50  
30.00  
111.00

OR BK 5163 PB0501  
Escambia County, Florida  
INSTRUMENT 2003-109257

MTB DOC STAMPS PD @ ESC CO \$ 52.50  
06/17/03 ERNIE LEE WASHA, CLERK  
By: [Signature]

INTANGIBLE TAX PD @ ESC CO \$ 30.00  
06/17/03 ERNIE LEE WASHA, CLERK  
By: [Signature]

**WHEN RECORDED MAIL TO:**

Peoples First Community Bank  
P.O. Box 59950  
Panama City, FL 32412

**SEND TAX NOTICES TO:**

Vern R. Heath  
Cheryl L. Grimm  
7206 Sachem Road  
Pensacola, FL 32506

This Mortgage prepared by:

Name: Michelle Van Dusen, Consumer Loan Processor  
Company: Peoples First Community Bank  
Address: PO Box 59950, Panama City, FL 32412-0950

**MORTGAGE**

**FOR USE WITH SECURED REVOLVING CREDIT AGREEMENT**

**MAXIMUM LIEN.** The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$15,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

**THIS MORTGAGE** dated May 27, 2003, is made and executed between Vern R. Heath: a single man and Cheryl L. Grimm; a single woman (referred to below as "Grantor") and Peoples First Community Bank, whose address is 110 E. GARDEN ST, PENSACOLA, FL 32501 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Escambia County, State of Florida:

Lot 5, Block A, Briarwood Subdivision, being a portion of Section 11, Township 2 South, Range 31 West, Escambia County, Florida, according to the plat recorded in Plat Book 5, at page 78 of the public records of said county.

The Real Property or its address is commonly known as 7206 Sachem Road, Pensacola, FL 32506.

**REVOLVING LINE OF CREDIT.** Specifically, in addition to the amounts specified in the Indebtedness definition, and without limitation, this Mortgage secures a revolving line of credit under which, upon request by Grantor, Lender, within twenty (20) years from the date of this Mortgage, may make future advances to Grantor. Such future advances, together with interest thereon, are secured by this Mortgage. Such advances may be made, repaid, and remade from time to time, subject to the limitation that the total outstanding balance owing at any one time, not including finance charges on such balance at a fixed or variable rate or sum as provided in the Credit Agreement, any temporary overages, other charges, and any amounts expended or advanced as provided in either the Indebtedness paragraph or this paragraph, shall not exceed the Credit Limit as provided in the Credit Agreement. It is the intention of Grantor and Lender that this Mortgage secures the balance outstanding under the Credit Agreement from time to time from zero up to the Credit Limit as provided in this Mortgage and any intermediate balance.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF EACH OF GRANTOR'S AGREEMENTS AND OBLIGATIONS UNDER THE CREDIT AGREEMENT WITH THE CREDIT LIMIT OF \$15,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until Grantor's interest in any or all of the Property is foreclosed, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous



**MORTGAGE  
(Continued)**

Loan No: 03-19442PDDA

Page 6

RCD Jun 17, 2003 02:05 pm  
Escambia County, Florida

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2003-109257

X [Signature]  
Vern R. Heath, Individually

X [Signature]  
Cheryl L. Grimm, Individually

WITNESSES:

X [Signature]  
DEBBIE J. AUGER

X [Signature]  
Diana L. Maurer

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of MAY, 2003,  
by Vern R. Heath and Cheryl L. Grimm, a single woman, who are personally known to me or who have produced  
FDL - #300876652110 as identification and did / did not take an oath.  
FDL - 07650116580300

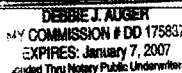
[Signature]  
(Signature of Person Taking Acknowledgment)

DEBBIE J. AUGER  
(Name of Acknowledger Typed, Printed or Stamped)

Banking Center Manager  
(Title or Rank)



(Serial Number, if any)



**RECORD & RETURN TO:**

Hancock Bank  
**ATTN:** Lending Services  
P O Box 4020  
Gulfport, MS 39502

PREPARED BY: Diana Sherwood  
LOAN # 5457304

**ASSIGNMENT OF NOTE, MORTGAGE AND LOAN DOCUMENTS**

THIS ASSIGNMENT (this "Assignment") is made effective this 18th day of December 2009, by and between the **FEDERAL DEPOSIT INSURANCE CORPORATION, RECEIVER OF PEOPLES FIRST COMMUNITY BANK, PANAMA CITY, FLORIDA**, organized under the laws of the United States of America ("Assignor"), having an address of 1601 Bryan Street, Suite 1700, Dallas, Texas 75201, Attention: Settlement Manager, and **HANCOCK BANK** ("Assignee") with an address of 2510 14th Street, One Hancock Plaza, 7<sup>th</sup> Floor, Gulfport, Mississippi 39502.

WHEREAS, on December 18, 2009, in accordance with Florida law and the Federal Deposit Insurance Act, 12 U.S.C §1821 *et. seq.* (the "FDIC Act"), the Office of Thrift Supervision closed the operations of Peoples First Community Bank, Panama City, Florida ("Peoples First"), and appointed the Assignor as the receiver of Peoples First.

WHEREAS, in accordance with the Act, the Assignor is empowered to liquidate the assets of Peoples First in order to wind down the affairs of Peoples First.

WHEREAS, on or about December 18, 2009, in accordance with that certain Purchase and Assumption Agreement (Modified Whole Bank, All Deposits) dated December 18, 2009 (the "Purchase Agreement"), by and among the Assignor, Assignee and the Federal Deposit Insurance Corporation ("FDIC"), the Assignor sold certain assets of Peoples First to Assignee, including, but not limited to, the following loan documents and other rights:

A. That certain Promissory Note dated April 23, 2008, executed by Vern R. & Cheryl L. Heath (the "Borrower"), in the original principal amount of Fourteen Thousand Nine Hundred Twenty and 43/100 Dollars (\$14,920.43) in favor of Peoples First (hereinafter referred to as the "Note");

B. That certain Mortgage dated May 27, 2003, granted by Vern R. Heath & Cheryl L. Grimm to Peoples First, and recorded in Official Records Book 5163, Page 0501, all of the public records of Escambia County, Florida, with respect to the real property described therein (hereinafter collectively referred to as the "Mortgage"), which Mortgage secures the repayment of the Note;

C. That certain N/A Loan Agreement dated \_\_\_\_\_, by and between Peoples First and Borrower (hereinafter referred to as the "Loan Agreement");

D. That certain N/A Guaranty dated \_\_\_\_\_, from \_\_\_\_\_ in favor of Peoples First (hereinafter referred to as the "Guaranty");

E. That certain UCC-1 Financing Statement from Borrower, as Debtor, filed in the Florida Secured Transaction Registry on N/A, bearing Instrument No. \_\_\_\_\_, and recorded in Official Records Book \_\_\_\_\_, Page \_\_\_\_\_ of the public records of \_\_\_\_\_ County, Florida (hereinafter collectively referred to as the "Financing Statements");

F. That certain Loan Policy of Title Insurance dated N/A, issued by \_\_\_\_\_ Title Insurance Company, Loan Policy # \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ (hereinafter referred to as the "Title Policy");

G. That certain N/A from \_\_\_\_\_ dated \_\_\_\_\_; (hereinafter referred to as the "\_\_\_\_\_");

H. Any and all claims, actions, causes of action, choses of action, judgments, demands, rights, damages and liens, together with the right to seek reimbursement of attorney's fees, costs or other expenses of any nature whatsoever, whether known or unknown, arising from, relating to or based upon that certain loan evidenced by the Note and Mortgage above, and/or which are the subject matter of the action filed in the N/A Court, \_\_\_\_\_ County, case-styled \_\_\_\_\_, Case Number \_\_\_\_\_ (the "Claims").

The documents identified in paragraph(s) N/A above are hereinafter collectively referred to as the "Collateral Documents."

NOW, THEREFORE, for valuable consideration granted by Assignee to Assignor, receipt of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Assignment of Note, Mortgage and Collateral Documents. Assignor hereby unconditionally grants, transfers, and assigns to Assignee all of Assignor's right, title and interest in the Note, Mortgage and Collateral Documents, including all of Assignor's right to receive payments of principal and interest under the Note. Concurrently herewith, Assignor has endorsed to Assignee, without recourse, the Note.

2. All Other Loan Documents. Assignor hereby unconditionally grants, transfers, and assigns to Assignee all Assignor's right, title and interest in all other documents or agreements entered into by Peoples First (or its predecessor) in connection with or related to the loan evidenced by the Note, Mortgage and Collateral Documents (hereinafter referred to collectively as the "Loan"). In this Assignment, the Note, the Mortgage, the Collateral Documents, and all other documents evidencing or securing the Loan are referred to collectively as the "Loan Documents."

3. Assignment of Claims. Assignor hereby unconditionally grants, transfers, and assigns to Assignee all of Assignor's right, title and interest in and to the Claims.

4. Representations and Warranties. In accordance with the Act, Assignor has full power to sell and assign the Loan Documents to the Assignee. Assignor has made no prior assignment or pledge of the Loan Documents. This Assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver.

5. Successors and Assigns. This Assignment shall inure to the benefit of the successors and assigns of Assignor and Assignee, and be binding upon the successors and assigns of Assignor and Assignee.

IN WITNESS WHEREOF, Assignor has executed this Assignment to Assignee as of June 30, 2010.

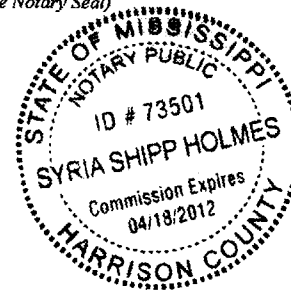
**FEDERAL DEPOSIT INSURANCE CORPORATION,  
AS RECEIVER FOR PEOPLES FIRST COMMUNITY  
BANK, PANAMA CITY, FLORIDA,** organized under the  
laws of the United States of America

By: Lisa L. Jones  
Name: Lisa L. Jones  
Title: Attorney-in-Fact

STATE OF MISSISSIPPI  
COUNTY OF HARRISON

6th Personally appeared before me, the undersigned authority in and for the said county and state, on this the day of July 2010, within my jurisdiction, the within named Lisa L. Jones, who (check one) ☒ is personally known to me or \_\_\_\_\_ has provided me with (insert type of identification) \_\_\_\_\_ as satisfactory evidence that he/she is the person who executed this instrument and who acknowledged that she is the attorney in fact of the **FEDERAL DEPOSIT INSURANCE CORPORATION**, in its capacity as the **RECEIVER OF PEOPLES FIRST COMMUNITY BANK, PANAMA CITY, FLORIDA**, a corporation organized under the laws of the United States of America, and that for and on behalf of the said corporation, and as its act and deed, she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

Syria Shipp Holmes  
Notary Public, Acting in the State and County Aforesaid  
(Print Name) Syria Shipp Holmes  
My Commission Expires: (See Notary Seal)  
My Commission Number is: (See Notary Seal)



Recorded in Public Records 10/02/2012 at 08:44 AM OR Book 6914 Page 866,  
Instrument #2012074719, Ernie Lee Magaha Clerk of the Circuit Court Escambia  
County, FL

**IN THE COUNTY COURT  
IN AND FOR ESCAMBIA COUNTY, FLORIDA**

ERNIE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY, FL

MEMBERSFIRST CREDIT UNION OF FLORIDA  
64 SOUTH REUS STREET  
PENSACOLA FL 32502  
**PLAINTIFF,**

2012 SEP 28 A 9:15

Vs.

CITY CIVIL DIVISION  
**CASE NO: 2009 SC 006187**  
**DIVISION: V**

VERN R HEATH  
CHERYL L GRIMM  
7206 SACHEM ROAD  
PENSACOLA FL 32506  
**DEFENDANTS.**

**FINAL JUDGMENT AGAINST  
VERN R HEATH and CHERYL L GRIMM**

**THIS CAUSE** having come before the Court, and the Court being fully advised in the  
premises, it is therefore

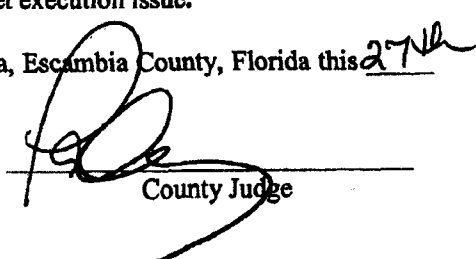
**ORDERED AND ADJUDGED** that the Plaintiff MEMBERSFIRST CREDIT UNION OF  
FLORIDA hereby recovers from the Defendants VERN R HEATH and CHERYL L GRIMM the  
sum of \$195.24, plus prejudgment interest of \$354.73 and costs of \$265.00 for a total of \$814.97 that  
shall bear interest at the rate of 4.75% per annum, for which let execution issue.

**DONE AND ORDERED** in Chambers at Pensacola, Escambia County, Florida this 27th  
day of September, 2012.

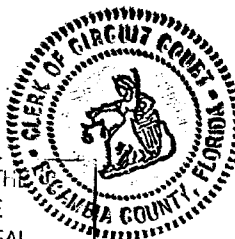
Copies to:

- ✓ MEMBERSFIRST CREDIT UNION OF FLORIDA
- ✓ VERN R HEATH
- ✓ CHERYL L GRIMM

10-1-2012

  
County Judge

CERTIFIED TO BE A TRUE COPY OF THE  
ORIGINAL ON FILE IN THIS OFFICE  
WITNESS MY HAND AND OFFICIAL SEAL  
PAM CHILDERS  
CLERK OF THE CIRCUIT COURT & COMPTROLLER  
ESCAMBIA COUNTY, FLORIDA  
BY: Cindy Lee D.C.  
DATE: 3-28-2013



Case: 2009 SC 006187



00025110578

Dkt: CC1036 Pg#: