

Tax Collector's Certification

CTY-513

Tax Deed Application Number
1600363

Date of Tax Deed Application
Apr 28, 2016

This is to certify that **IDE**
IDE TECHNOLOGIES INC, holder of **Tax Sale Certificate Number 2014 / 5136**, Issued the 1st Day of June, 2014 and which encumbers the following described property in the county of Escambia, State of Florida, to wit: **09-3976-543**

Cert Holder:
IDE
IDE TECHNOLOGIES INC
3100 N29 COURT
HOLLYWOOD, FL 33020

Property Owner:
SPEARS JOSEPH C
225 BRIDGE CITY DR
PENSACOLA, FL 32506

BEG AT SW COR OF SEC N 2 DEG 13 MIN 41 SEC E ALG W LI OF
SEC 712 38/100 FT S 88 DEG 4 MIN 2 SEC E 23Full legal
attached.

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
2014/5136	09-3976-543	06-01-2014	147.59	7.38	154.97
2015/5544	09-3976-543	06-01-2015	128.46	6.42	134.88
2013/5507	09-3976-543	06-01-2013	166.72	8.34	175.06

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
/						

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
2. Total of Delinquent Taxes Paid by Tax Deed Applicant
3. Total of Current Taxes Paid by Tax Deed Applicant
4. Ownership and Encumbrance Report Fee
5. Tax Deed Application Fee
6. Total Interest Accrued by Tax Collector Pursuant to Section 197.542, F.S.
7. Total (Lines 1 - 6)

464.91

0.00

729.50

200.00

175.00

1,569.41

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

Total Amount Paid

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

18.75

Done this the 10th day of May, 2016 Janet Holley, Tax Collector of Escambia County

Date of Sale: November 7, 2016

By

Candice Lewis

*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.
09-3976-543 2014

BEG AT SW COR OF SEC N 2 DEG 13 MIN 41 SEC E ALG W LI OF SEC 712 38/100 FT S 88 DEG 4 MIN 2 SEC E 232 99/100 FT N 1 DEG 55 MIN 58 SEC E 55 FT FOR POB CONT ALG SAME COURSE 55 FT S 88 DEG 4 MIN 2 SEC E 75 FT TO PT OF CURVATURE OF A CURVE CONCAVE TO SW (R=20 FT) SELY ALG SD CUR AN ARC DIST 31 42/100 FT (CH 28 28/100 FT) S 1 DEG 55 MIN 58 SEC W 35 FT N 88 DEG 4 MIN 2 SEC W 95 FT TO POB LT 11 PHASE 2 CATALINA MOBILE HOMES ESTATES OR 4198 P 1162

TO: Tax Collector of ESCAMBIA COUNTY: JANET HOLLEY

In accordance with the Florida Statutes, I,

IDE
IDE TECHNOLOGIES INC
3100 N29 COURT
HOLLYWOOD, FL 33020

, 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/ 5136	06-01-2014	BEG AT SW COR OF SEC N 2 DEG 13 MIN 41 SEC E ALG W LI OF SEC 712 38/100 FT S 88 DEG 4 MIN 2 SEC E 232 99/100 FT N 1 DEG 55 MIN 58 SEC E 55 FT FOR POB CONT ALG SAME COURSE 55 FT S 88 DEG 4 MIN 2 SEC E 75 FT TO PT OF CURVATURE OF A CURVE CONCAVE TO SW (R=20 FT) SELY ALG SD CUR AN ARC DIST 31 42/100 FT (CH 28 28/100 FT) S 1 DEG 55 MIN 58 SEC W 35 FT N 88 DEG 4 MIN 2 SEC W 95 FT TO POB LT 11 PHASE 2 CATALINA MOBILE HOMES ESTATES OR 4198 P 1162

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

04-28-2016

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:	1825311203011002
Account:	093976543
Owners:	SPEARS JOSEPH C
Mail:	225 BRIDGE CITY DR PENSACOLA, FL 32506
Situs:	225 BRIDGE CITY DR 32506
Use Code:	MOBILE HOME 
Taxing Authority:	COUNTY MSTU
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Janet Holley
Escambia County Tax Collector

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
10/1998	4332	123	\$38,500	WD	View Instr
12/1997	4198	1162	\$33,500	WD	View Instr
05/1996	3980	935	\$38,000	WD	View Instr
05/1996	3980	897	\$9,500	WD	View Instr

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

Assessments

Year	Land	Imprv	Total	<u>Cap Val</u>
2015	\$11,025	\$30,042	\$41,067	\$41,067
2014	\$11,025	\$26,894	\$37,919	\$20,234
2013	\$11,025	\$26,157	\$37,182	\$19,935

Disclaimer

Amendment 1/Portability Calculations

2015 Certified Roll Exemptions

Legal Description

BEG AT SW COR OF SEC N 2 DEG 13 MIN 41 SEC E
ALG W LI OF SEC 712 38/100 FT S 88 DEG 4 MIN 2
SEC E 232 99/100 FT N...


Extra Features

METAL BUILDING

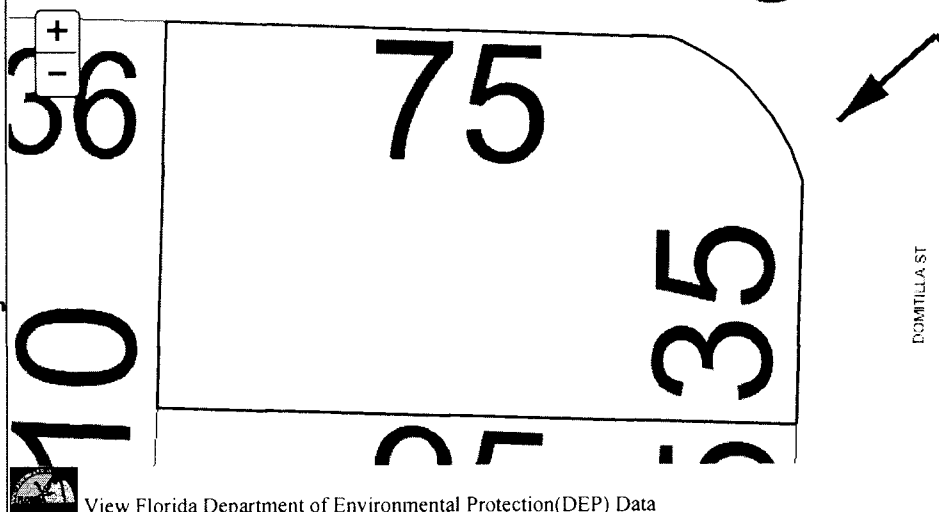
Parcel Information

Section
Map Id:
18-2S-31

**Approx.
Acreage:**
0.1217

Zoned:  Com

**Evacuation
& Flood
Information**
Open Report



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


Buildings

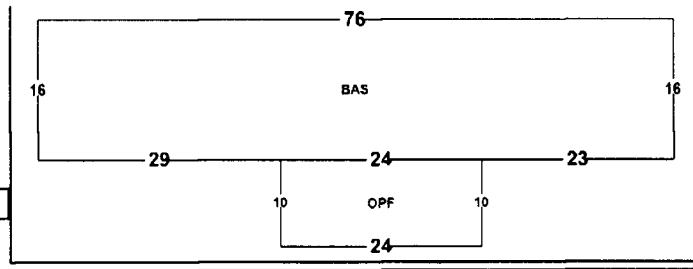
Address: 225 BRIDGE CITY DR, Year Built: 2005, Effective Year: 2005

Structural Elements

DWELLING UNITS-1
MH EXTERIOR WALL-VINYL/METAL
MH FLOOR FINISH-CARPET
MH FLOOR SYSTEM-TYPICAL
MH HEAT/AIR-HEAT & AIR
MH INTERIOR
FINISH-DRYWALL/PLASTER

MH MILLWORK-TYPICAL
MH ROOF COVER-COMP
SHINGLE/WOOD
MH ROOF FRAMING-GABLE HIP
MH STRUCTURAL FRAME-TYPICAL
NO. PLUMBING FIXTURES-8
NO. STORIES-1
STORY HEIGHT-0

 **Areas - 1456 Total SF**
BASE AREA - 1216
OPEN PORCH FIN - 240



Images

None

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: 05/12/2016 (tc.796)

16-403

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 12978

August 4, 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 08-04-1996, through 08-04-2016, and said search reveals the following:

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

Joseph C. Spears, widower of Amelia E. Spears

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: 

August 4, 2016

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 12978

August 4, 2016

182S311203011002 - Full Legal Description

BEG AT SW COR OF SEC N 2 DEG 13 MIN 41 SEC E ALG W LI OF SEC 712 38/100 FT S 88 DEG 4 MIN 2 SEC E
232 99/100 FT N 1 DEG 55 MIN 58 SEC E 55 FT FOR POB CONT ALG SAME COURSE 55 FT S 88 DEG 4 MIN 2 SEC
E 75 FT TO PT OF CURVATURE OF A CURVE CONCAVE TO SW (R=20 FT) SELY ALG SD CUR AN ARC DIST 31
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PHASE 2 CATALINA MOBILE HOMES ESTATES OR 4198 P 1162

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 12978

August 4, 2016

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

1. That certain mortgage executed by Joseph C. Spears and Amelia E. Spears in favor of U.S. Small Business Administration dated 11/12/2004 and recorded 11/22/2004 in Official Records Book 5527, page 1799 of the public records of Escambia County, Florida, in the original amount of \$55,900.00.
2. Taxes for the year 2013-2015 delinquent. The assessed value is \$41,067.00. Tax ID 09-3976-543.

PLEASE NOTE THE FOLLOWING:

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

SOUTHERN GUARANTY TITLE COMPANY

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

PENSACOLA, FLORIDA 32503

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

Email: rcsgr@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 11-7-2016

TAX ACCOUNT NO.: 09-3976-543

CERTIFICATE NO.: 2014-5136

In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES NO

- ☒ X Notify City of Pensacola, P.O. Box 12910, 32521
- ☒ X Notify Escambia County, 190 Governmental Center, 32502
- ☒ X Homestead for _____ tax year.

Joseph C. Spears
225 Bridge City Dr.
Pensacola, FL 32506

U.S. Small Business Administration
801 Tom Martin Dr., Ste 120
Birmingham, AL 35211

Certified and delivered to Escambia County Tax Collector,
this 4th day of August, 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.

1950
26955

OR BK 4332 PG 0123
Escambia County, Florida
INSTRUMENT 98-549329

DEED DOC STAMPS PD @ ESC CO \$ 269.50
10/30/98 ERNIE LEE MORGAN, CLERK

By: *[Signature]*

Prepared by and return to:
David S. Long

Michael D. Tidwell
200 East Government Street Suite 240-B
Pensacola, Florida 32501
850-434-3223
File No.: 98-1274
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 20th day of October, 1998 between

Frank Perkins and Blanche Perkins, husband and wife
whose post office address is
3148 Pioneer Trail Road, Orlando, Florida 32810
grantor, and

Joseph C. Spears and Amelia E. Spears, husband and wife
whose post office address is
225 Bridge City, Pensacola, Florida 32506
grantee:

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

WITNESSETH, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida to-wit:

see schedule A

Parcel Identification Number: 18-2S-31-1203-011-002



TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 1997.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


Witness Name: Linda D. Mitchell

Witness Name: David S. Long

Witness Name: _____

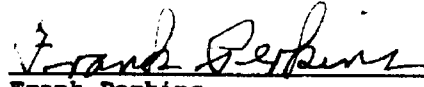
Witness Name: _____

STATE OF Florida
COUNTY OF Escambia

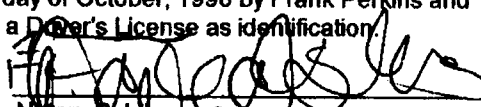
The foregoing instrument was acknowledged before me this 20th day of October, 1998 by Frank Perkins and Blanche Perkins, who is personally known to me or has produced a Driver's License as identification.

[Notary Seal]




Frank Perkins (Seal)


Blanche Perkins (Seal)


Notary Public
Printed Name: DAVID S. LONG
My Commission Expires: _____

FIRST AMERICAN TITLE Insurance Company

SCHEDULE

A

(Continued)

Agent's MDT 98-1274

File No.: 98-007949

OR BK 4332 P60125
Escambia County, Florida
INSTRUMENT 98-549329

Commitment No. FA-CC-

Policy No.:

Commence at the Southwest Corner of Section 18, Township 2 South, Range 31 West, Escambia County, Florida; thence North 2 degrees 13 minutes 41 seconds East along the West line of said Section 18 a distance of 712.38 feet; thence South 88 degrees 04 minutes 02 seconds East a distance of 232.99 feet; thence North 01 degrees 55 minutes 58 seconds East a distance of 55.00 feet for the Point of Beginning; thence continue along same course a distance of 55.00 feet; thence South 88 degrees 04 minutes 02 seconds East a distance of 75.00 feet to the Point of Curvature of a curve concave to the Southwest ($R = 20'$); thence Southeasterly along said curve an arc distance of 31.42 feet (Chord = 28.28'); thence South 1 degree 55 minutes 58 seconds West a distance of 35.00 feet; thence North 88 degrees 04 minutes 02 seconds West a distance of 95.00 feet to the Point of Beginning.

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

OR BK 5527 PG1799
Escambia County, Florida
INSTRUMENT 2004-304130

HTG DOC STAMPS PD & ESC CO \$ 195.65
11/22/04 ERNIE LEE HAGANA, CLERK

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

SPEARS, Joseph C. and Amelia E.
3627-03567 Loan No. DLH 80893740-03

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE (Direct)

This mortgage made and entered into this 12th day of November 2004, by and between Joseph C. Spears and Amelia E. Spears, husband and wife, 225 Bridge City Drive, Pensacola, Florida 32506 (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:

Described in Exhibit "A" attached hereto and made a part hereof.

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 November 12, 2004 in the principal sum of \$55,900.00 and maturing on November 12, 2034.

1. 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.
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 for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on 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 appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(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 appraisal*.

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 by 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 225 Bridge City Drive, Pensacola, Florida 32506 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

ESCAMBIA

)
)ss
)

The foregoing instrument was acknowledged before me this

22 day of November, 2004 by

Joseph C. Spears

who produced a
as identification.

✓ Joseph C. Spears

✓ Ameilia E. Spears

Notary Public, State of Florida at Large

My Commission Expires:



Elizabeth A. Moret
My Commission DD190676
Expires April 03, 2007

The foregoing instrument was acknowledged before me this

22 day of November, 2004 by

Ameilia E. Spears

who produced a
as identification.

Notary Public, State of Florida at Large

My Commission Expires:



Elizabeth A. Moret
My Commission DD190676
Expires April 03, 2007

OR BK 5527 PG1803
Escambia County, Florida
INSTRUMENT 2004-304130

Name: SPEARS, Joseph C. and Amelia E.

RCD Nov 22, 2004 09:20 am
Escambia County, Florida

Control No. / Loan No: 3627-03567 / DLH 80893740-03

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-304130

EXHIBIT "A"

Commence at the Southwest Corner of Section 18, Township 2 South, Range 31 West, Escambia County, Florida; thence North 2 degrees 13 minutes 41 seconds East along the West line of said Section 18 a distance of 712.38 feet; thence South 88 degrees 04 minutes 02 seconds East a distance of 232.99 feet; thence North 01 degrees 55 minutes 58 seconds East a distance of 55.00 feet for the Point of Beginning; thence continue along same course a distance of 55.00 feet; thence South 88 degrees 04 minutes 02 seconds East a distance of 75.00 feet to the Point of Curvature of a curve concave to the Southwest ($R = 20'$); thence Southeasterly along said curve an arc distance of 31.42 feet (Chord = 28.28'); thence South 1 degree 55 minutes 58 seconds West a distance of 35.00 feet; thence North 88 degrees 04 minutes 02 seconds West a distance of 95.00 feet to the Point of Beginning.

Parcel ID#: 18-2S-31-1203-011-002
More commonly known as: 225 Bridge City, Pensacola, Florida 32506

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

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

CERTIFICATE # 05136 of 2014

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on September 22, 2016, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

JOSEPH C SPEARS 225 BRIDGE CITY DR PENSACOLA, FL 32506	US SMALL BUSINESS ADMINISTRATION 801 TOM MARTIN DR STE 120 BIRMINGHAM AL 35211
--------------------------------------------------------------	--------------------------------------------------------------------------------------

WITNESS my official seal this 22th day of September 2016.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON November 7, 2016, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **IDE TECHNOLOGIES INC** holder of **Tax Certificate No. 05136**, issued the **1st** day of **June, A.D., 2014** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG AT SW COR OF SEC N 2 DEG 13 MIN 41 SEC E ALG W LI OF SEC 712 38/100 FT S 88 DEG 4 MIN 2 SEC E 232 99/100 FT N 1 DEG 55 MIN 58 SEC E 55 FT FOR POB CONT ALG SAME COURSE 55 FT S 88 DEG 4 MIN 2 SEC E 75 FT TO PT OF CURVATURE OF A CURVE CONCAVE TO SW (R=20 FT) SELY ALG SD CUR AN ARC DIST 31 42/100 FT (CH 28 28/100 FT) S 1 DEG 55 MIN 58 SEC W 35 FT N 88 DEG 4 MIN 2 SEC W 95 FT TO POB LT 11 PHASE 2 CATALINA MOBILE HOMES ESTATES OR 4198 P 1162

SECTION 18, TOWNSHIP 2 S, RANGE 31 W

TAX ACCOUNT NUMBER 093976543 (16-403)

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

JOSEPH C SPEARS

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the **first** Monday in the month of November, which is the **7th day of November 2016**.

Dated this 22nd day of September 2016.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.

Personal Services:

JOSEPH C SPEARS
225 BRIDGE CITY DR
PENSACOLA, FL 32506

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By:
Emily Hogg
Deputy Clerk

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Post Property:

225 BRIDGE CITY DR 32506



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

ESCAMBIA COUNTY SHERIFF'S OFFICE
ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE

16-403

Document Number: ECSO16CIV047040NON

Agency Number: 16-012620

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT NO 05136 2014

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE: JOSEPH C SPEARS

Defendant:

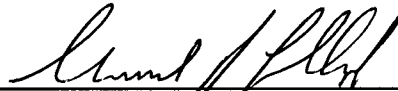
Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Substitute

Received this Writ on 9/22/2016 at 1:55 PM and served same on JOSEPH C SPEARS , in ESCAMBIA COUNTY, FLORIDA, at 10:41 AM on 9/27/2016 by leaving a true copy of this Writ together with a copy of the initial pleadings, if any, with the date and hour of service endorsed thereon by me, at the within named individual's usual place of abode, with a person residing therein who is 15 years of age, or older, to wit: DONNA NELSON, RESIDENT, as a member of the household and informing said person of their contents.

DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By: _____

 921

G. FALLER JR., CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: JLBRYANT

012620

WARNING

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Personal Services:

JOSEPH C SPEARS
225 BRIDGE CITY DR
PENSACOLA, FL 32506

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By:
Emily Hogg
Deputy Clerk

RECEIVED
SEP 22 11:55

ESCAMBIA COUNTY SHERIFF'S OFFICE
ESCAMBIA COUNTY, FLORIDA
NON-ENFORCEABLE RETURN OF SERVICE

16-403

Document Number: ECSO16CIV047094NON

Agency Number: 16-012683

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT # 05136 2014

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE JOSEPH C SPEARS

Defendant:

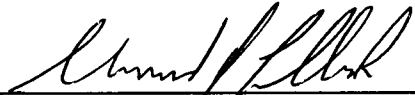
Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 9/22/2016 at 1:59 PM and served same at 10:41 AM on 9/27/2016 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY , the within named, to wit: , .

POSTED TO PROPERTY PER INSTRUCTIONS FROM CLERK'S OFFICE.

DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By: _____

 921

G. FALLER JR., CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: JLBRYANT

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Post Property:

225 BRIDGE CITY DR 32506



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

By:
Emily Hogg
Deputy Clerk

JOSEPH C SPEARS [16-403]
225 BRIDGE CITY DR
PENSACOLA, FL 32506

US SMALL BUSINESS
ADMINISTRATION [16-403]
801 TOM MARTIN DR STE 120
BIRMINGHAM AL 35211

9171 9690 0935 0129 0958 30

9171 9690 0935 0129 0958 47

Delivered
9.23.16 ✓

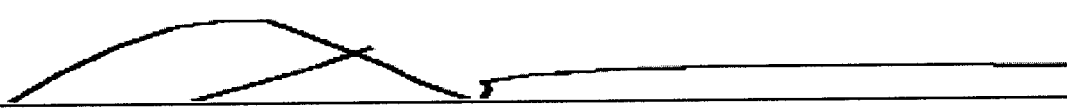
Status History ?

Tracking Number Information

Meter:	11272965	Mailing Date:	09/22/16 11:31 AM
Tracking Number:	9171969009350129095830	Sender:	OR
Current Status:	OK : Delivered	Recipient:	
Class of Mail	FC	Zip Code:	32506
Service:	ERR	City:	PENSACOLA
Value	\$0.465	State:	FL

Proof of Delivery

225 Br. Oak City



Status Details	
▼ Status Date	Status
Fri, 09/23/16, 11:29:00 AM	OK : Delivered
Fri, 09/23/16, 09:58:00 AM	Out for Delivery
Fri, 09/23/16, 09:48:00 AM	Sorting / Processing Complete
Fri, 09/23/16, 06:27:00 AM	Arrival at Unit
Fri, 09/23/16, 12:40:00 AM	Processed (processing scan)

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: 093976543 Certificate Number: 005136 of 2014**

Payor: JOSEPH C SPEARS 225 BRIDGE CITY DR PENSACOLA, FL 32506 Date 10/19/2016

Clerk's Check #	1	Clerk's Total	\$497.25
Tax Collector Check #	1	Tax Collector's Total	\$1,752.95
		Postage	\$10.24
		Researcher Copies	\$8.00
		Total Received	\$2,268.44

PAM CHILDERS
Clerk of the Circuit Court

Received By: _____
Deputy Clerk

**Escambia County Government Complex • 221 Palafox Place Ste 110 • PENSACOLA, FLORIDA 32502
(850) 595-3793 • FAX (850) 595-4827 • <http://www.clerk.co.escambia.fl.us>**

PAM CHILDERS
 CLERK OF THE CIRCUIT COURT
 ARCHIVES AND RECORDS
 CHILDSUPPORT
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 COUNTY CIVIL
 COUNTY CRIMINAL
 DOMESTIC RELATIONS
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 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 005136
 Redeemed Date 10/19/2016**

Name JOSEPH C SPEARS 225 BRIDGE CITY DR PENSACOLA, FL 32506

Clerk's Total = TAXDEED	\$497.25
Due Tax Collector = TAXDEED	\$1,752.95
Postage = TD2	\$10.24
ResearcherCopies = TD6	\$8.00

• For Office Use Only

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

FINANCIAL SUMMARY

No Information Available - See Dockets

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



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

Tax Deed - Redemption Calculator

Account: 093976543 Certificate Number: 005136 of 2014

Redemption ☐ Yes ☒ Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="11/07/2016"/>	Redemption Date <input type="text" value="10/19/2016"/>
Months	7	6
Tax Collector	<input type="text" value="\$1,569.41"/>	<input type="text" value="\$1,569.41"/>
Tax Collector Interest	\$164.79	\$141.25
Tax Collector Fee	<input type="text" value="\$18.75"/>	<input type="text" value="\$18.75"/>
Total Tax Collector	\$1,752.95	<input type="text" value="\$1,729.41"/> 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	\$47.25	\$40.50
Total Clerk	\$497.25	<input type="text" value="\$490.50"/> CH
Postage	<input type="text" value="\$10.24"/>	<input type="text" value="\$10.24"/>
Researcher Copies	<input type="text" value="\$8.00"/>	<input type="text" value="\$8.00"/>
Total Redemption Amount	\$2,268.44	\$2,238.15
	Repayment Overpayment Refund Amount	\$30.29 + 40.00 = <input type="text" value="\$70.29"/> Redeemer

Notes



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

October 26, 2016

JOSEPH C SPEARS
225 BRIDGE CITY DR
PENSACOLA FL 32506

Dear Redeemer,

The records of this office show that an application for a tax deed had been made on the property represented by the numbered certificate listed below. The property was redeemed by you. A refund of unused fees/interest is enclosed.

If you have any questions, please feel free to give me a call.

CERTIFICATE NUMBER

REFUND

2014 TD 005136

\$70.29

TOTAL \$70.29

Very truly yours,

PAM CHILDERS
Clerk of Circuit Court

By:

Emily Hogg

Tax Deed Division



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

October 25, 2016

IDE TECHNOLOGIES INC
3100 N 29 COURT
HOLLYWOOD FL 33020

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 005136	\$450.00	\$40.50	\$490.50

TOTAL \$490.50

Very truly yours,

PAM CHILDERS
Clerk of Circuit Court

By:


Emily Hogg
Tax Deed Division



Escambia
Sun Press
PUBLISHED WEEKLY SINCE 1948
(Warrington) Pensacola, Escambia County, Florida

STATE OF FLORIDA

County of Escambia

Before the undersigned authority personally appeared Michael P. Driver who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly newspaper published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a

NOTICE in the matter of SALE

11/07/2016 - TAX CERTIFICATE # 05136

in the CIRCUIT Court

was published in said newspaper in the issues of

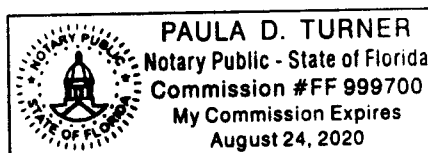
OCTOBER 6, 13, 20 & 27, 2016

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

PUBLISHER

Sworn to and subscribed before me this 27TH day of OCTOBER
A.D., 2016

PAULA D. TURNER
NOTARY PUBLIC



NOTICE OF APPLICATION FOR TAX DEED

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SW (R=20 FT) SELV ALG SD CUR AN ARC DIST 31 42/100 FT (CH 28 28/100 FT) S 1 DEG 55 MIN 58 SEC W 35 FT N 88 DEG 4 MIN 2 SEC W 95 FT TO POB LT 11 PHASE 2 CATALINA MOBILE HOMES ESTATES OR 4198 P 1162 SECTION 18, TOWNSHIP 2 S, RANGE 31 W

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Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the first Monday in the month of November, which is the 7th day of November 2016.

Dated this 22nd day of September 2016.

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PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
(SEAL)

By: Emily Hogg
Deputy Clerk

osw-4w-10-06-13-20-27-2016