

16-168

Tax Collector's Certification

CTY-513

Tax Deed Application Number
1600067

Date of Tax Deed Application
Apr 15, 2016

This is to certify that **U.S. BANK AS CUST FOR MAGNOLIA**, holder of **Tax Sale Certificate Number 2014 / 6927**, Issued the 1st Day of June, 2014 and which encumbers the following described property in the county of Escambia, State of Florida, to wit: **11-2470-125**

Cert Holder:
U.S. BANK AS CUST FOR MAGNOLIA
P.O. BOX 645290
CINCINNATI, OH 45264

Property Owner:
LASSITER JOHN W EST OF
2001 E MAXWELL ST
PENSACOLA, FL 32503
BEG AT NE COR OF SE1/4 S 89 DEG 13 MIN 36 SEC W 1044
67/100 FT S 0 DEG 42 MIN 59 SEC E 180 FT FOR PO Full 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
2014/6927	11-2470-125	06-01-2014	773.07	38.65	811.72

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
2015/7341	11-2470-125	06-01-2015	774.11	6.25	38.71	819.07

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

	Total Amount Paid
1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant	1,630.79
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	770.99
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.	2,776.78
7. Total (Lines 1 - 6)	

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	6.25
18. Redemption Fee	
19. Total Amount to Redeem	

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

Date of Sale:

August 1, 2016

By

Jonathan Johnson

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

11-2470-125 2014

BEG AT NE COR OF SE1/4 S 89 DEG 13 MIN 36 SEC W 1044 67/100 FT S 0 DEG 42 MIN 59 SEC E 180 FT FOR POB S 89 DEG 13 MIN 26 SEC W 280 FT S 0 DEG 42 MIN 59 SEC E ALG W LI OF NE1/4 OF SE1/4 100 FT N 89 DEG 13 MIN 36 SEC E ALG N R/W LI OF 50 FT RD R/W 280 FT N 0 DEG 42 MIN 59 SEC W 100 FT TO POB LESS RD R/W ALSO BEG AT NE COR OF SE1/4 S 89 DEG 13 MIN 36 SEC W 948 48/100 FT FOR POB CONT S 89 DEG 13 MIN 36 SEC W 96 16/100 FT S 0 DEG 42 MIN 59 SEC E 280 FT TO N R/W LI OF 50 FT RD R/W N 89 DEG 13 MIN 36 SEC E ALG SD R/W LI 96 16/100 FT N 0 DEG 42 MIN 59 SEC W 280 FT TO POB OR 2206 P 103 OR 5856 P 1601 OR 6511 P 1554/1555 LESS OR 4919 P 1272 RD R/W

FORM 512 NOTICE TO TAX COLLECTOR OF APPLICATION FOR TAX DEED

Application
Number
1600067

TO: Tax Collector of ESCAMBIA COUNTY: JANET HOLLEY

In accordance with the Florida Statutes, I, U.S. BANK AS CUST FOR MAGNOLIA
P.O. BOX 645290
CINCINNATI, OH 45264

, 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/ 6927	06-01-2014	BEG AT NE COR OF SE1/4 S 89 DEG 13 MIN 36 SEC W 1044 67/100 FT S 0 DEG 42 MIN 59 SEC E 180 FT FOR POB S 89 DEG 13 MIN 26 SEC W 280 FT S 0 DEG 42 MIN 59 SEC E ALG W LI OF NE1/4 OF SE1/4 100 FT N 89 DEG 13 MIN 36 SEC E ALG N R/W LI OF 50 FT RD R/W 280 FT N 0 DEG 42 MIN 59 SEC W 100 FT TO POB LESS RD R/W ALSO BEG AT NE COR OF SE1/4 S 89 DEG 13 MIN 36 SEC W 948 48/100 FT FOR POB CONT S 89 DEG 13 MIN 36 SEC W 96 16/100 FT S 0 DEG 42 MIN 59 SEC E 280 FT TO N R/W LI OF 50 FT RD R/W N 89 DEG 13 MIN 36 SEC E ALG SD R/W LI 96 16/100 FT N 0 DEG 42 MIN 59 SEC W 280 FT TO POB OR 2206 P 103 OR 5856 P 1601 OR 6511 P 1554/1555 LESS OR 4919 P 1272 RD R/W

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

04-15-2016

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: 021N314101002001
Account: 112470125
Owners: LASSITER JOHN R
Mail: 2001 E MAXWELL ST
PENSACOLA, FL 32503
Situs: 390 CROWDALE RD 32533
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)
08/02/2010	6620	1436	\$100	CJ	View Instr
09/29/2009	6511	1555	\$100	OT	View Instr
09/29/2009	6511	1554	\$100	OT	View Instr
02/2006	5856	1601	\$100	QC	View Instr
04/1986	2206	103	\$12,800	WD	View Instr

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

Assessments

Year	Land	Imprv	Total	Cap Val
2015	\$15,319	\$28,467	\$43,786	\$43,786
2014	\$15,319	\$25,200	\$40,519	\$40,519
2013	\$15,319	\$24,511	\$39,830	\$39,830

[Disclaimer](#)**Amendment 1/Portability Calculations****2015 Certified Roll Exemptions****Legal Description**

BEG AT NE COR OF SE1/4 S 89 DEG 13 MIN 36 SEC
W 1044 67/100 FT S 0 DEG 42 MIN 59 SEC E 180 FT
FOR POB S 89...

Extra Features

None

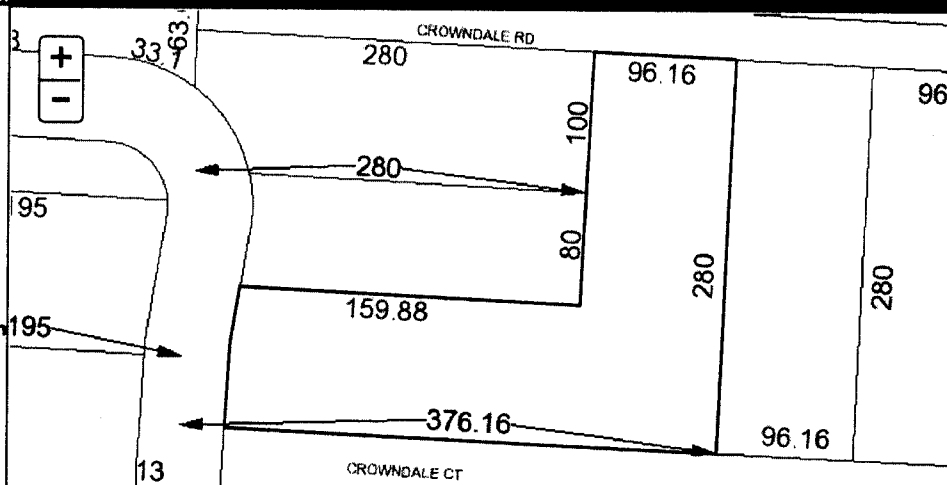
Parcel Information[Launch Interactive Map](#)

Section Map Id:
02-1N-31-2

Approx. Acreage:
1.2900

Zoned:
LDR

Evacuation & Flood Information
[Open Report](#)

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

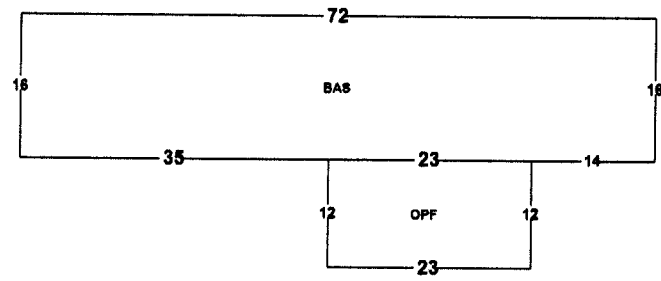
Address: 390 CROWDALE RD, Year Built: 2005, Effective Year: 2005

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-FLAT/SHED
MH STRUCTURAL FRAME-TYPICAL
NO. PLUMBING FIXTURES-6
NO. STORIES-1
STORY HEIGHT-0

Area - 1228 Total SF
BASE AREA - 1152
OPEN PORCH FIN - 276



Images



10/28/13

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 05/03/2016 16:52:00

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 006927

Redeemed Date 06/14/2016

Name JOHN R LASSITER 2001 E MAXWELL ST PENSACOLA FL 32503

Clerk's Total = TAXDEED	\$477.00
Due Tax Collector = TAXDEED	\$2,949.64
Postage - TD2	\$20.48
ResearcherCopies = TD6	\$7.00

3009.83

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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FINANCIAL SUMMARY

No Information Available - See Dockets

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
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**

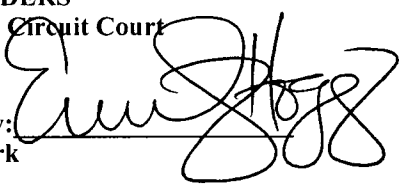
CLERK TO THE BOARD OF
COUNTY COMMISSIONERS
OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 112470125 Certificate Number: 006927 of 2014**

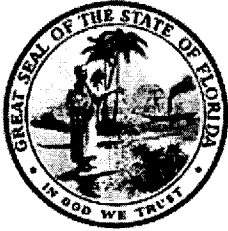
Payor: JOHN R LASSITER 2001 E MAXWELL ST PENSACOLA FL 32503 Date 06/14/2016

Clerk's Check #	1	Clerk's Total	\$477.00 \$3009.83
Tax Collector Check #	1	Tax Collector's Total	\$2,949.64
		Postage	\$20.48
		Researcher Copies	\$7.00
		Total Received	\$3,454.12 \$3016.83

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
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 112470125 Certificate Number: 006927 of 2014

Redemption Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 08/01/2016	Redemption Date 06/14/2016
Months	4	2
Tax Collector	\$2,776.78	\$2,776.78
Tax Collector Interest	\$166.61	\$83.30
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$2,949.64	\$2,866.33 TC
Clerk Fee	\$130.00	\$130.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$200.00	\$200.00
App. Fee Interest	\$27.00	\$13.50
Total Clerk	\$477.00	\$463.50 CH
Postage	\$20.48	\$0.00
Researcher Copies	\$7.00	\$7.00
Total Redemption Amount	\$3,454.12	\$3,336.83 -120 - 200 = \$ 3016.83
	Repayment Overpayment Refund Amount	\$117.29

Notes

Southern Guaranty Title Company

16-168

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 12685

May 10, 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 05-09-1996, through 05-09-2016, and said search reveals the following:

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

John R. Lassiter

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

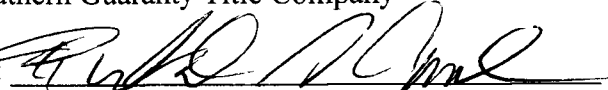
4. Taxes:

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: 

May 10, 2016

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 12685

May 10, 2016

021N314101002001 - Full Legal Description

BEG AT NE COR OF SE1/4 S 89 DEG 13 MIN 36 SEC W 1044 67/100 FT S 0 DEG 42 MIN 59 SEC E 180 FT FOR POB
S 89 DEG 13 MIN 26 SEC W 280 FT S 0 DEG 42 MIN 59 SEC E ALG W LI OF NE1/4 OF SE1/4 100 FT N 89 DEG 13
MIN 36 SEC E ALG N R/W LI OF 50 FT RD R/W 280 FT N 0 DEG 42 MIN 59 SEC W 100 FT TO POB LESS RD R/W
ALSO BEG AT NE COR OF SE1/4 S 89 DEG 13 MIN 36 SEC W 948 48/100 FT FOR POB CONT S 89 DEG 13 MIN 36
SEC W 96 16/100 FT S 0 DEG 42 MIN 59 SEC E 280 FT TO N R/W LI OF 50 FT RD R/W N 89 DEG 13 MIN 36 SEC E
ALG SD R/W LI 96 16/100 FT N 0 DEG 42 MIN 59 SEC W 280 FT TO POB OR 6620 P 1436 LESS OR 4919 P 1272 RD
R/W

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 12685

May 10, 2016

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

1. That certain mortgage executed by John W. Lassiter and Mayra R. Lassiter in favor of U.S. Small Business Administration dated 12/09/2004 and recorded 12/28/2004 in Official Records Book 5549, page 886 of the public records of Escambia County, Florida, in the original amount of \$47,800.00.
2. Taxes for the year 2013-2015 delinquent. The assessed value is \$43,786.00. Tax ID 11-2470-125.

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: 8-1-2016

TAX ACCOUNT NO.: 11-2470-125

CERTIFICATE NO.: 2014-6927

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.

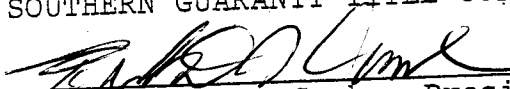
John R. Lassiter
2001 W. Maxwell St.
Pensacola, FL 32503

Unknown Tenants
390 Crowndale Rd.
Cantonment, FL 32533

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

Certified and delivered to Escambia County Tax Collector,
this 10th day of May, 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.

IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA

IN RE: ESTATE OF
JOHN WYMER LASSITER,
a/k/a John W. Lassiter,
Decedent.

FILE NO.: 2009 CP 2394
DIVISION: J

ORDER DETERMINING HOMESTEAD REAL PROPERTY

On the Petition of John Ramon Lassiter for an Order Determining Homestead Real Property, the Court finding that a copy of the Petition to Determine Homestead Real Property was furnished to all interested persons, that the material allegations of the Petition are true; that the decedent was domiciled in Escambia County, Florida at the time of death; that decedent was survived by his lineal descendants; and that at the time of decedent's death the decedent owned and resided on certain real property as his residence; it is

ADJUDGED that the decedent's interest in the real property located at 390 Crowndale Court, Cantonment, Escambia County, Florida, more particularly described as follows:

COMMENCING AT A CONCRETE MONUMENT LOCATED AT THE N.E. CORNER OF S.E. 1/4 OF SECTION 2, T-1-N, R-31-W, ESCAMBIA COUNTY, FLORIDA; THENCE S. 89 DEGREES 13'36" W. FOR 948.48' TO AN IRON PIPE AND THE POINT OF BEGINNING; THENCE CONTINUE S. 89 DEGREES 13' 36" W. ALONG SAME COURSE FOR 96.16' TO AN IRON PIPE; THENCE S. 00 DEGREES 42' 59" E. FOR 280.00' TO AN IRON PIPE ON THE NORTH R/W LINE OF A 50' ROAD R/W; THENCE N. 89 DEGREES 13'36" E. ALONG SAID NORTH R/W LINE FOR 96.16' TO AN IRON PIPE; THENCE N. 00 DEGREES 42'59" W. FOR 280.00' TO THE P.O.B. SUBJECT TO ACCESS EASEMENT ACROSS THE NORTH 28.00' AND RECORDED IN O.R. BOOK 1895 AT PAGE 174.

constituted the homestead of the decedent within the meaning of Section 4 of Article X of the Constitution of the State of Florida.

ADJUDGED FURTHER that the title to the above-described property descended to and the decedent's exemption under Article X, §4, of the Florida Constitution has inured to said decedent's heir, to wit: John Ramon Lassiter per agreement among heirs.

Case: 2009 CP 002394

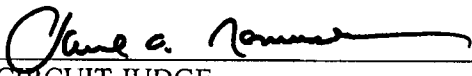


00095669153

Dkt: CPDHP Pg#:

DONE AND ORDERED in chambers at Pensacola, Escambia County, Florida on this

2nd day of Aug., 2010.


CIRCUIT JUDGE

Conformed copies to:

*cc
conf.* Suzanne N. Whibbs, Esquire

OR BK 5549 P60886
Escambia County, Florida
INSTRUMENT 2004-317065

MTG REC STAMPS PD @ ESC CO \$ 167.30
12/28/04 EMILIE LEE WIGGINS, CLERK

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

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

LASSITER, Mayra and John W.
3627-08598 Loan No. DLH 82454240-08

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE (Direct)

This mortgage made and entered into this 9th day of December 2004, by and between Mayra Lassiter, who acquired title as Mayra R. Lassiter, and John W. Lassiter, husband and wife, 390 Crowndale Court, Cantonment, Florida 32533 (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 December 9, 2004 in the principal sum of \$47,800.00 and maturing on December 9, 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 390 Crowndale Court, Cantonment, Florida 32533 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 Florida

)
)ss
)

The foregoing instrument was acknowledged before me this
27th day of December, 20 04 by

Mayra Lassiter who produced a
FL Driver License as identification.

[Signature]
Notary Public, State of Florida at Large

My Commission Expires: January 07, 2008

[Signature]
Mayra Lassiter

[Signature]
John W. Lassiter

The foregoing instrument was acknowledged before me this
27th day of December, 20 04 by

John W. Lassiter who produced a
FL Driver License as identification.

[Signature]
Notary Public, State of Florida at Large

My Commission Expires: January 07, 2008



Caprice H. Kennedy
My Commission DD279664
Expires January 07, 2008

RCD Dec 28, 2004 12:50 pm
Escambia County, Florida

Name: LASSITER, Mayra and John W.

Control No. / Loan No: 3627-08598 / DLH 82454240-08

ERNIE LEE MAGANA
Clerk of the Circuit Court
INSTRUMENT 2004-317065

EXHIBIT "A"

Commencing at a concrete monument located at the N.E. corner of S.E. 1/4 of Section 2, T-1-N, R-31-W, Escambia County, Florida; thence S 89°13'36" W for 1044.67'; thence S 00°42'59" E for 180.00' to an iron pipe and the Point of Beginning; thence S 89°13'26" W for 280.00' to an iron pipe; thence S 00°42'59" E along the West line of the N.E. 1/4 of the S.E. 1/4 for 100.00' to an iron pipe; thence N 89°13'36" E along the North R/W line of a 50' road R/W for 280.00' to an iron pipe; thence N 00°42'59" W for 100.00' to P.O.B., less and except road R/W for county clay road.

Commencing at a concrete monument located at the N.E. corner of S.E. 1/4 of Section 2, T-1-N, R-31-W, Escambia County, Florida; thence S 89°13'36" W for 948.48' to an iron pipe and the Point of Beginning; thence continue S 89°13'36" W along same course for 96.16' to an iron pipe; thence S 00°42'59" E for 280.00' to an iron pipe on the North R/W line of a 50' road R/W; thence N 89°13'36" E along said North R/W line for 96.16' to an iron pipe; thence N 00°42'59" W for 280.00' to the P.O.B.
Subject to access easement across the North 28.00' and recorded in Official Record Book 1895, at Page 174.

More commonly known as: 390 Crowndale Court, Cantonment, Florida 32533



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 17, 2016

US BANK AS CUST FOR MAGNOLIA
PO BOX 645290
CINCINNATI OH 45264

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 000697	\$450.00	\$13.50	\$463.50
2014 TD 000816	\$450.00	\$13.50	\$463.50
2014 TD 006927	\$450.00	\$13.50	\$463.50
2014 TD 002540	\$450.00	\$13.50	\$463.50
2014 TD 006685	\$450.00	\$13.50	\$463.50

TOTAL \$2,317.50

Very truly yours,

PAM CHILDERS
Clerk of Circuit Court

By:
Emily Hogg
Tax Deed Division