

16-134

Tax Collector's Certification

CTY-513

Tax Deed Application Number

1600119

Date of Tax Deed Application

Apr 19, 2016

This is to certify that **ASCOT CAPITAL LLC - 818 US BANK % ASCOT CAPITAL LLC** -, holder of **Tax Sale Certificate Number 2014 / 7611**, Issued the 1st Day of June, 2014 and which encumbers the following described property in the county of Escambia, State of Florida, to wit: **12-0355-620**

Cert Holder:**ASCOT CAPITAL LLC - 818 US BANK % ASCOT CAPITAL LLC****P.O. BOX 645040****CINCINNATI, OH 45264****Property Owner:****CHIVERS RYAN KEITH & CHIVERS****MARTHA LEE****3760 HWY 196****MOLINO, FL 32577****LOT 10 BARRINEAU CREEK ESTATES PB 18 P 15/15A THRU F OR****6694 P 1460 SEC 18-2N-31 SEC 13-2N-32**

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
2014/7611	12-0355-620	06-01-2014	3,388.67	169.43	3,558.10

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	3,558.10
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	3170.79
4. Ownership and Encumbrance Report Fee	200.00
5. Tax Deed Application Fee	175.00
6. Total Interest Accrued by Tax Collector Pursuant to Section 197.542, F.S.	
7. Total (Lines 1 - 6)	7,103.89

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.	119,543.00
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 25th day of April, 2016 Janet Holley, Tax Collector of Escambia County

Date of Sale: July 11, 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.

12-0355-620 2014

TO: Tax Collector of ESCAMBIA COUNTY: JANET HOLLEY

In accordance with the Florida
Statutes, I,ASCOT CAPITAL LLC - 818 US BANK % ASCOT CAPITAL LLC -
P.O. BOX 645040
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/ 7611	06-01-2014	LOT 10 BARRINEAU CREEK ESTATES PB 18 P 15/15A THRU F OR 6694 P 1460 SEC 18-2N-31 SEC 13-2N-32

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

04-19-2016

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: 182N314500000100
Account: 120355620
Owners: CHAVERS RYAN KEITH &
 CHAVERS MARTHA LEE
Mail: 3760 HWY 196
 MOLINO, FL 32577
Situs: 3760 HIGHWAY 196 32577
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	\$40,125	\$230,635	\$270,760	\$239,086
2014	\$40,083	\$218,051	\$258,134	\$237,189
2013	\$40,083	\$193,601	\$233,684	\$233,684

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/06/2015	7297	1023	\$59,500	QC	View Instr
02/04/2011	6694	1460	\$100	WD	View Instr
12/20/2010	6672	1801	\$45,000	WD	View Instr
01/2005	5570	258	\$56,900	WD	View Instr

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

2015 Certified Roll Exemptions

HOMESTEAD EXEMPTION

Legal Description

LOT 10 BARRINEAU CREEK ESTATES PB 18 P 15/15A
 THRU F OR 6694 P 1460 OR 7297 P 1023 SEC 18-
 2N-31 SEC...

Extra Features

METAL SHED

Parcel Information

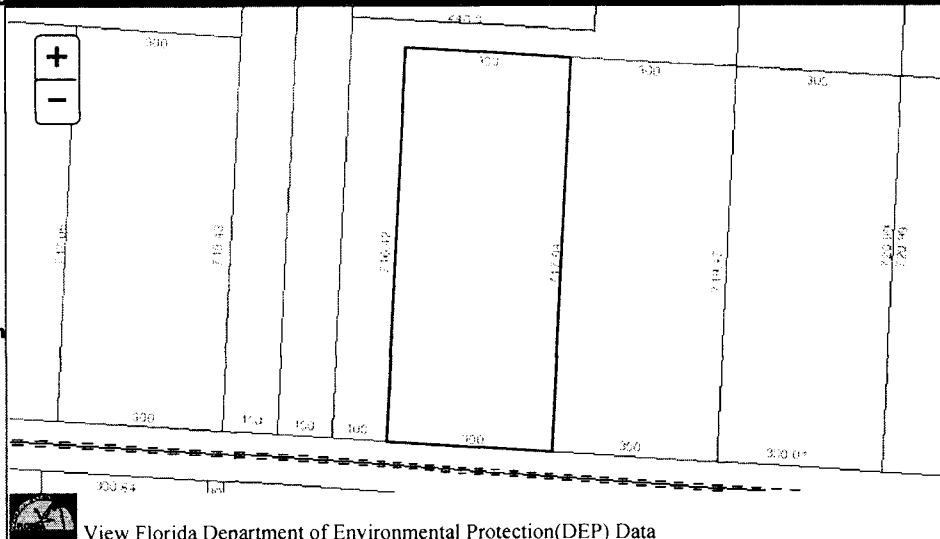
[Launch Interactive Map](#)

Section
Map Id:
 18-2N-31

**Approx.
 Acreage:**
 4.9400

Zoned:
 Agr

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



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

Buildings

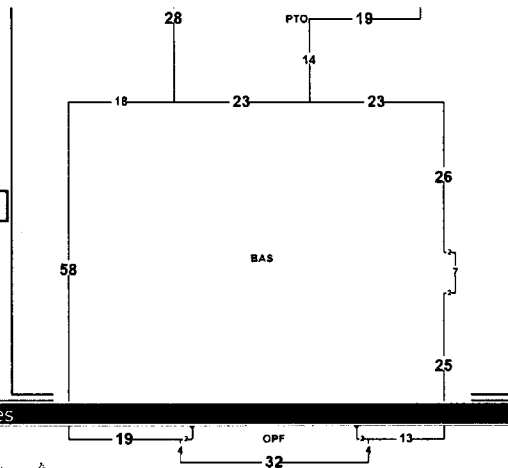
Address: 3760 HIGHWAY 196, Year Built: 2011, Effective Year: 2011

Structural Elements

DECOR/MILLWORK-AVERAGE
 DWELLING UNITS-1
 EXTERIOR WALL-BRICK-FACE/VENEER
 FLOOR COVER-TILE/STAIN CONC/BRICK
 FOUNDATION-SLAB ON GRADE

HEAT/AIR-CENTRAL H/AC
INTERIOR WALL-DRYWALL-DECORAT
NO. PLUMBING FIXTURES-8
NO. STORIES-1
ROOF COVER-DIMEN/ARCH SHNG
ROOF FRAMING-HIP-HI PITCH
STORY HEIGHT-0
STRUCTURAL FRAME-WOOD FRAME

Areas - 4764 Total SF
BASE AREA - 3586
OPEN PORCH FIN - 268
PATIO - 910



Images



12/19/11

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: 04/28/2016 (tc.7279)

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**

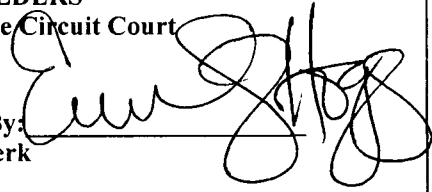
CLERK TO THE BOARD OF
COUNTY COMMISSIONERS
OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 120355620 Certificate Number: 007611 of 2014**

Payor: MARTHA CHAVERS 3760 HWY 196 MOLINO, FL 32577 Date 05/06/2016

Clerk's Check #	180013791	Clerk's Total	\$470.25
Tax Collector Check #	1	Tax Collector's Total	\$7,429.82
		Postage	\$60.00
		Researcher Copies	\$40.00
		Total Received	\$8,000.07 \$7,353.45

PAM CHILDERS
Clerk of the Circuit Court

Received By: 
Deputy Clerk

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

PAM CHILDERS
 CLERK OF THE CIRCUIT COURT
 ARCHIVES AND RECORDS
 CHILDSUPPORT
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 COUNTY CIVIL
 COUNTY CRIMINAL
 DOMESTIC RELATIONS
 FAMILY LAW
 JURY ASSEMBLY
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 MENTAL HEALTH
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**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 007611

Redeemed Date 05/06/2016

Name MARTHA CHAVERS 3760 HWY 196 MOLINO, FL 32577

Clerk's Total = TAXDEED

~~\$470.25~~

Due Tax Collector = TAXDEED

~~\$7,429.82~~

Postage = TD2

~~\$60.00~~

ResearcherCopies = TD6

~~\$0.00~~

\$ 7353.45

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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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: 120355620 Certificate Number: 007611 of 2014

Redemption	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Application Date	<input type="text" value="04/19/2016"/>	Interest Rate	<input type="text" value="18%"/>
			Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL	
			Auction Date	<input type="text" value="07/11/2016"/>	<input type="text" value="05/06/2016"/>
Months	3			1	
Tax Collector	<input type="text" value="\$7,103.89"/>			<input type="text" value="\$7,103.89"/>	
Tax Collector Interest	\$319.68			\$106.56	
Tax Collector Fee	<input type="text" value="\$6.25"/>			<input type="text" value="\$6.25"/>	
Total Tax Collector	\$7,429.82			<input type="text" value="\$7,216.70"/> 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	\$20.25			\$6.75	
Total Clerk	\$470.25			<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	\$8,000.07			\$7,673.45	
			Repayment Overpayment Refund Amount	\$326.62	

Notes

ACTUAL SHERIFF \$120.00
 5/6/16 BOTH THE HUSBAND AND WIFE CALLED TO GET AN AMOUNT,
 MUST PAY \$7353.45 BY 5/18/16. EBH

Submit

Reset

Print Preview

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

16-134

Redeemed

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 12645

April 29, 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 04-29-1996, through 04-29-2016, and said search reveals the following:

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

Ryan Keith Chavers and Martha Lee Chavers

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: 

April 29, 2016

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 12645

April 29, 2016

Lot 10, Barrineau Creek Estates, as per plat thereof, recorded in Plat Book 18, Page 15, of the Public Records of Escambia County, Florida

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 12645

April 29, 2016

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

1. That certain mortgage executed by Ryan Keith Chavers in favor of First National Bank & Trust dated 02/04/2011 and recorded 03/02/2011 in Official Records Book 6694, page 1462 of the public records of Escambia County, Florida, in the original amount of \$244,751.55.
2. Taxes for the year 2013-2015 delinquent. The assessed value is \$270,760.00. Tax ID 12-0355-620.

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: July 11, 2016

TAX ACCOUNT NO.: 12-0355-620

CERTIFICATE NO.: 2014-7611

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

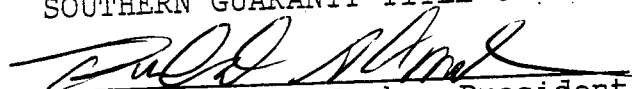
 X Notify City of Pensacola, P.O. Box 12910, 32521
 X Notify Escambia County, 190 Governmental Center, 32502
 X Homestead for 2015 tax year.

Ryan Keith Chavers
Martha Lee Chavers
3760 Hwy. 196
Molino, FL 32577

First National Bank & Trust
P.O. Box 27
Atmore, AL 36504

Certified and delivered to Escambia County Tax Collector,
this 29th 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.

RECORDING REQUESTED BY:

Name: Ryan Keith Chavers

INSTRUMENT PREPARED BY:

Name: Martha Lee Chavers
Address: 3760 Highway 196
Molino, Florida 32577

(Above reserved for official use only)

RETURN DEED TO:

Name: Ryan Keith Chavers
Address: 3760 Highway 196
Molino, Florida 32577

SEND TAX STATEMENTS TO:

Name: Ryan Keith Chavers
Address: 3760 Highway 196
Molino, Florida 32577

Title Order # N/A

Tax Parcel/APN # 18-2N-31-4500-
000-100
Escrow # N/A

Quit Claim Deed for Florida

STATE OF FLORIDA
COUNTY OF ESCAMBIA

DATE: 01/26/2015

KNOW ALL MEN BY THESE PRESENTS THAT, for and in consideration of the sum of \$0, the receipt and sufficiency of which is hereby acknowledged, the undersigned Grantor(s), Ryan Keith Chavers, hereby convey(s), release(s), and quit claim(s) to the undersigned Grantee(s), Ryan Keith Chavers, Martha Lee Chavers, and Grantee(s)'s heirs and assigns forever, all of Grantor(s)'s right, title, interest, and claim, if any, and subject to all easements, protective covenants, rights-of-way, and mineral rights, if any, in or to the following described real estate (the "Property") located at 3760 Highway 196, Molino, Florida 32577.

Legal Description: LOT 10 BARRINEAU CREEK ESTATES PB 18 P 15/15A THRU F OR
6694 P 1460 SEC 18-2N-31 SEC 13-2N-32

Grantor 1: Ryan Keith Chavers
Marital Status: Married
Address: 3760 Highway 196
Molino, Florida 32577

Grantor 1's Spouse Name: Martha Lee Chavers
Address: 3760 Highway 196
Molino, Florida 32577

Grantee 1: Ryan Keith Chavers
Marital Status: Married
Address: 3760 Highway 196
Molino, Florida 32577

Grantee 1's Spouse Name: Martha Lee Chavers
Address: 3760 Highway 196
Molino, Florida 32577

Grantee 2: Martha Lee Chavers
 Marital Status: Married
 Address: 3760 Highway 196
 Molino, Florida 32577

Grantee 2's Spouse Name: Ryan Keith Chavers
 Address: 3760 Highway 196
 Molino, Florida 32577

Vesting Information / Property Interest: Tenancy by the entirety with rights of survivorship, and not as tenants in common.

Signatures

Grantor(s) signed, sealed, and delivered this Quit Claim Deed to Grantee(s) on

1/5/15

Grantor 1 (or authorized agent)

x/

Print Name: Ryan Chavers

Grantor 1's Spouse (or authorized agent)

x/

I, Martha Chavers, acknowledging receipt of sufficient consideration, hereby waive and release all my rights, title, and interest, if any, in the above Property unto Grantee(s).

x/

Print Name: Martha Chavers

Witnesses

On this the ____ day of _____, 20____, the foregoing instrument was sworn to and acknowledged before me by _____, known or proven to me to be the person(s) whose name(s) is/are subscribed to within the instrument. I further swear that I am unrelated to the parties signing this document by blood and hold no interest in the transaction.

FIRST WITNESS

x/

Dated: 1-30-15

Print Name: Shannon L Nolen

Address: 1709 Buckhead Tr
Cantonment FL
32523

SECOND WITNESS

x/

Dated: 1/30/15

Print Name: Richard Quace

Address: 1818 N 12th Avenue
Pensacola, FL 32503

Notary Public

STATE OF Florida
 COUNTY OF Escambia

On this the 5th day of Feb, 2015, the foregoing instrument was sworn to and acknowledged before me by Ryan Chaver + Martha Chavers known or proven to me to be the person(s) whose name(s) is/are subscribed to within the instrument.

WITNESS my hand and official seal.

Shannon L Nolen
 (Print Name)

[Affix seal]



(Signature)


NOTARY PUBLIC

My Commission Expires: April 17, 2015

(2)

This document was prepared by MAEGAN ROBINSON

State of Florida's Documentary Stamp Tax required by law in
the amount of \$ has been paid to the
Clerk of the Circuit Court (or the County Comptroller, if
applicable) for the County of ESCAMBIA,
State of Florida.

State of Florida

Space Above This Line For Recording Data

MORTGAGE
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 02-04-2011 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR:

RYAN KEITH CHAVERS, A SINGLE MAN
211 WEST DETROIT BOULEVARD
PENSACOLA, FL 32534

- ☐ If checked, refer to the attached Addendum incorporated herein, for additional Mortgagors, their signatures and acknowledgments.

LENDER:

THE FIRST NATIONAL BANK & TRUST
ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA
POST OFFICE BOX 27
ATMORE, AL 36504

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:
SEE ATTACHED EXHIBIT "A" INCORPORATED BY REFERENCE HEREIN.
SUBJECT PROPERTY IS THE HOMESTEAD OF THE MORTGAGOR.

The property is located in ESCAMBIA at 3760 HIGHWAY 196
(County)
MOLINO, Florida 32577
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
- A. The initial indebtedness secured by this Security Instrument is the debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.) **LOAN #5032780400 IN THE NAME OF RYAN KEITH CHAVERS IN THE AMOUNT OF \$244,751.55 WITH AN ORIGINAL MATURITY DATE OF 02-04-2012 WITH AN INTEREST RATE OF 8.25% INCLUDING ALL EXTENSION, ADDITIONS, RENEWALS, AND MODIFICATIONS UNDER THE SAME OR A DIFFERENT LOAN NUMBER THEREOF.**
- B. All future advances made within 20 years from the date of this Security Instrument from Lender to Mortgagor or other future obligations of Mortgagor to Lender pursuant to section 4 of this Security Instrument under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other

future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

4. **MAXIMUM OBLIGATION LIMIT; FUTURE ADVANCES.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 244,751.55. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.
11. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.
12. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

Mortgagor agrees that this assignment is immediately effective between the parties to this Security Instrument and effective as to third parties on the recording of this Security Instrument. Mortgagor agrees that Lender is entitled to notify Mortgagor or Mortgagor's tenants to make payments of Rents due or to become due directly to Lender after such recording. However, Lender agrees not to notify Mortgagor's tenants until Mortgagor defaults and Lender notifies Mortgagor in writing of the default and demands that Mortgagor and Mortgagor's tenants pay all Rents due or to become due directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

13. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
14. **DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
15. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

16. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, reasonable attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.
17. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.

Mortgagor represents, warrants and agrees that:


- A. Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
- B. Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
- C. Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
- D. Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.
18. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
19. **INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

20. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
21. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
22. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
23. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
24. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
25. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.
26. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:
- ☒ **Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
 - ☒ **Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
 - ☒ **Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
 - ☐ **Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
 - ☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Other
 - ☐ **Additional Terms.**
 - ☐ **Payment of this note or mortgage is subject to the terms of a home improvement installment contract of even date between maker and payee or mortgagor and mortgagee.**

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.

 2/14/11
 (Signature) RYAN KEITH CHAVERS (Date) (Signature) (Date)
 (Witness) (Witness)

ACKNOWLEDGMENT:

STATE OF ALABAMA, COUNTY OF ESCAMBIA } ss.
 (Individual) This instrument was acknowledged before me this 4TH day of FEBRUARY, 2011
 by RYAN KEITH CHAVERS, A SINGLE MAN
 who is personally known to me or who has produced _____ as identification.
 My commission expires Oct. 5, 2011

 (Notary Public)

EXHIBIT "A"

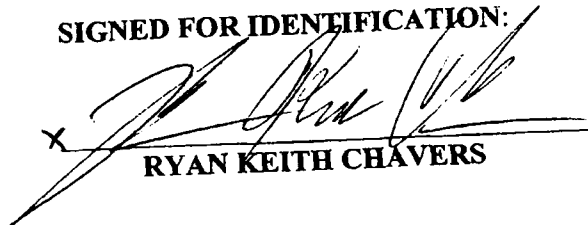
LOT 7, BARRINEAU PARK ESTATES UNRECORDED:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 18, TOWNSHIP 2 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 01° 19' 12" EAST ALONG THE EAST LINE OF SAID SECTION A DISTANCE OF 50.06 FEET TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF STATE ROAD NO. 196, BARRINEAU PARK ROAD (100' RIGHT OF WAY); THENCE GO NORTH 87° 45' 45" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 2567.55 FEET TO A POINT OF INTERSECTION; THENCE GO NORTH 87° 15' 34" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 2464.93 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 87° 15' 34" WEST ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 300.00 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE GO NORTH 02° 26' 58" EAST A DISTANCE OF 716.42 FEET; THENCE GO SOUTH 87° 33' 02" EAST A DISTANCE OF 300.00 FEET; THENCE GO SOUTH 02° 26' 58" WEST A DISTANCE OF 717.94 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND LYING AND BEING IN SECTION 18, TOWNSHIP 2 NORTH, RANGE 31 WEST AND SECTION 13, TOWNSHIP 2 NORTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA.

A/K/A

LOT 10, BARRINEAU CREEK ESTATES, A SUBDIVISION OF A PORTION OF SECTION 13, TOWNSHIP 2 NORTH, RANGE 32 WEST AND SECTION 18, TOWNSHIP 2 NORTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA AS RECORDED IN PLAT BOOK 18, PAGE 15 OF THE PUBLIC RECORDS OF SAID COUNTY.

SIGNED FOR IDENTIFICATION:

x 
RYAN KEITH CHAVERS

x 2/4/11
DATE



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

May 12, 2016

ASCOT CAPITAL LLC-818 US BANK % ASCOT CAPITAL LLC
PO BOX 645040
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 007611	\$450.00	\$6.75	\$456.75

TOTAL \$456.75

Very truly yours,

PAM CHILDERS
Clerk of Circuit Court

By:

Emily Hogg

Tax Deed Division