

16.084

Tax Collector's Certification

CTY-513

Tax Deed Application Number

1600030

Date of Tax Deed Application

Apr 06, 2016

This is to certify that **DIH TAX PARTNERS LLC DIH TAX PARTNERS LLC**, holder of Tax Sale Certificate Number 2014 / 9611, Issued the 1st Day of June, 2014 and which encumbers the following described property in the county of Escambia, State of Florida, to wit: **14-1978-000**

Cert Holder:

DIH TAX PARTNERS LLC DIH TAX PARTNERS LLC
2912 PARK ARBOR COURT
FORT WORTH, TX 76116

Property Owner:

DANIEL J NIXON III 1/2 INT
ASHCRAFT RANDY C 1/2 INT
PO BOX 12950
PENSACOLA, FL 32591-2950
 S 45 1/10 FT OF LT 7 AND OF W 10 FT OF LT 8 AND ALL LTS 13
 14 15 BLK 236 NEW CITY TRACT OR 6076 P 13 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
2014/9611	14-1978-000	06-01-2014	2,973.31	156.72	3,130.03
2015/9089	14-1978-000	06-01-2015	2,480.43	124.02	2,604.45

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
2014/8656	14-1978-000	06-01-2014	2,511.70	6.25	125.59	2,643.54

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

- Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant
- Total of Delinquent Taxes Paid by Tax Deed Applicant
- Total of Current Taxes Paid by Tax Deed Applicant
- Ownership and Encumbrance Report Fee
- Tax Deed Application Fee
- Total Interest Accrued by Tax Collector Pursuant to Section 197.542, F.S.
- Total (Lines 1 - 6)

Total Amount Paid

8,378.02
0.00
2623.48
200.00
175.00
11,376.50

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

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

Total Amount Paid

12.50

Done this the 6th day of June, 2016 Janet Holley, Tax Collector of Escambia County

Date of Sale: July 11, 2016

By [Signature]

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

14-1978-000 2014

14-1978-000 2014

S 45 1/10 FT OF LT 7 AND OF W 10 FT OF LT 8 AND ALL LTS 13 14 15 BLK 236 NEW CITY TRACT OR 6076 P 1386 CA 38

TO: Tax Collector of ESCAMBIA COUNTY: JANET HOLLEY

In accordance with the Florida Statutes, I, DIH TAX PARTNERS LLC DIH TAX PARTNERS LLC
2912 PARK ARBOR COURT
FORT WORTH, TX 76116

, 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/ 9611	06-01-2014	S 45 1/10 FT OF LT 7 AND OF W 10 FT OF LT 8 AND ALL LTS 13 14 15 BLK 236 NEW CITY TRACT OR 6076 P 1386 CA 38

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

04-06-2016

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: 000S009025008236
Account: 141978000
Owners: DANIEL J NIXON III 1/2 INT
 ASHCRAFT RANDY C 1/2 INT
Mail: PO BOX 12950
 PENSACOLA, FL 325912950
Situs: 1812 E LAKEVIEW ST 32503
Use Code: VACANT RESIDENTIAL
Taxing Authority: PENSACOLA CITY LIMITS
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	\$147,056	\$0	\$147,056	\$132,804
2014	\$120,731	\$0	\$120,731	\$120,731
2013	\$120,731	\$0	\$120,731	\$120,731

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
01/2007	6076	1386	\$550,000	WD	View Instr
06/2002	4928	171	\$495,000	WD	View Instr
07/1990	2882	919	\$180,000	WD	View Instr
08/1988	2599	511	\$166,000	WD	View Instr

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

2015 Certified Roll Exemptions

Legal Description

S 45 1/10 FT OF LT 7 AND OF W 10 FT OF LT 8 AND ALL
 LTS 13 14 15 BLK 236 NEW CITY TRACT OR 6076 P
 1386 CA 38

Extra Features

None

Parcel

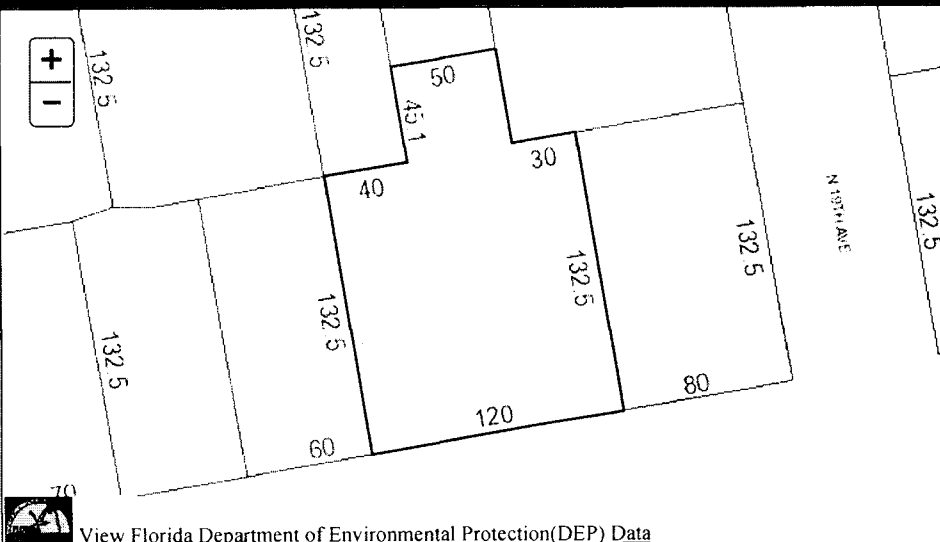
Information

Section
Map Id:
 CA038

Approx.
Acreage:
 0.4168

Zoned:
 R-1AAA

Evacuation & Flood
Information
[Open Report](#)



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

Buildings

[Images](#)



2/23/06



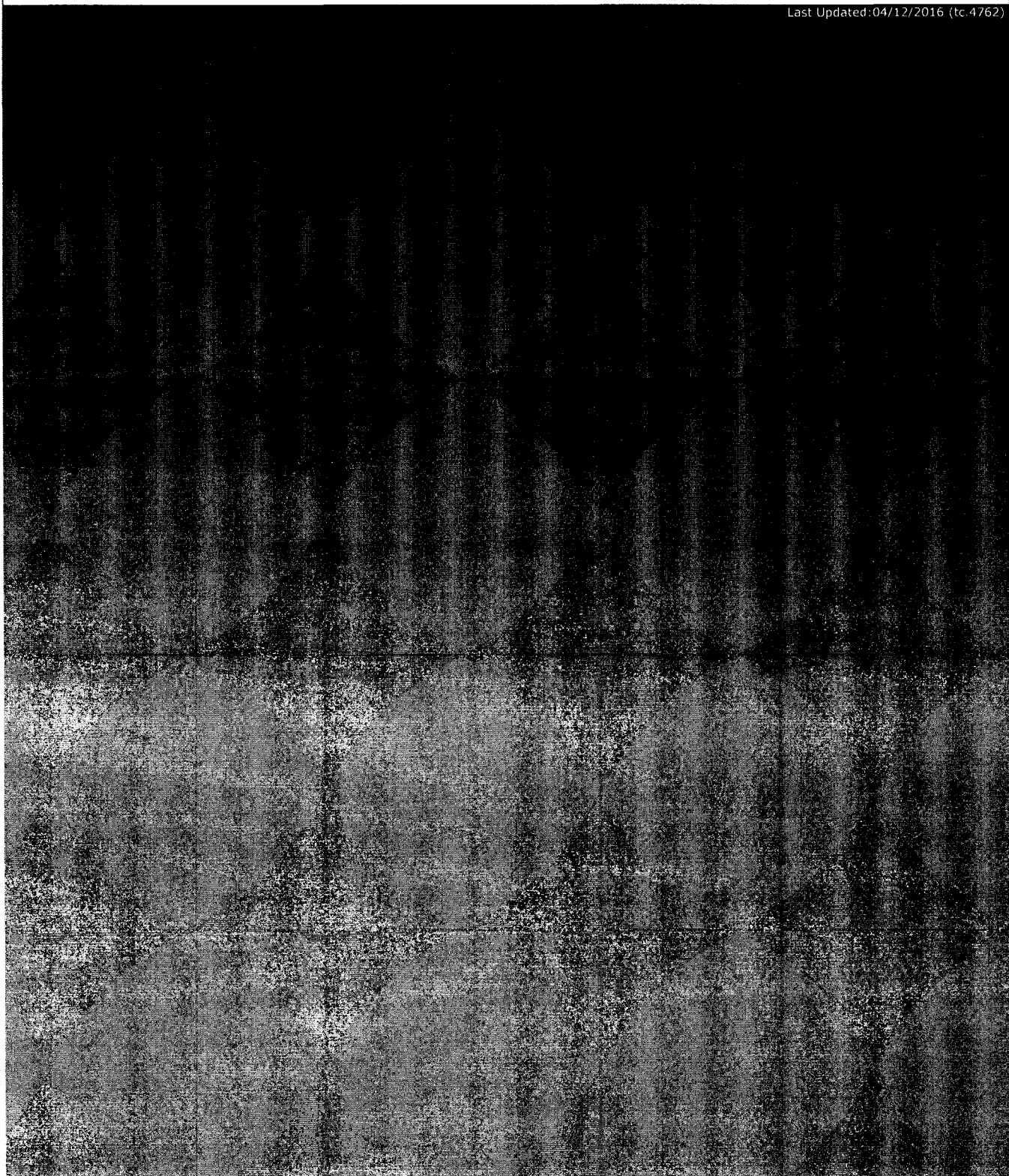
2/23/06



2/23/06

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: 04/12/2016 (tc.4762)



16-084

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.: 12535

April 13, 2016

Escambia County Tax Collector

P.O. Box 1312

Pensacola, Florida 32591

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 04-13-1996, through 04-13-2016, and said search reveals the following:

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

J. Nixon Daniel III and Randy C. Ashcraft

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 13, 2016

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 12535

April 13, 2016

THE WEST 10 FEET OF LOT NUMBERED 8 AND ALL OF LOTS NUMBERED 13, 14 AND 15, IN BLOCK 236, LESS THE WEST 10 FEET OF THE NORTH 87.4 FEET OF LOT 8, ALL IN THE NEW CITY TRACT, IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, AND ALSO THE SOUTH 45.1 FEET OF LOT 7, BLOCK 236, OF THE NEW CITY TRACT, IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 12535

April 13, 2016

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

1. Mortgage executed by East Hill Apartments, LLC to Coastal Bank & Trust formerly Bank of Pensacola, dated 06/17/2002 and recorded in Official Record Book 4928 on page 173 of the public records of Escambia County, Florida. given to secure the original principal sum of \$400,000.00. Loan Assumption and Modification Agreement recorded in O.R. Book 6094, page 1549. Assignment of Rents and Leases recorded in O.R. Book 4928, page 179.
2. Taxes for the year 2012-2015 delinquent. The assessed value is \$147,056.00. Tax ID.

PLEASE NOTE THE FOLLOWING:

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

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE
PENSACOLA, FLORIDA 32503

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

Email: rcsgrt@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 7-11-2016

TAX ACCOUNT NO.: 14-1978-000

CERTIFICATE NO.: 2014-9611

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.

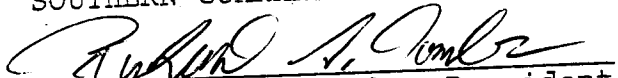
J. Nixon Daniel, III
Randy C. Ashcraft
P.O. Box 12950
Pensacola, FL 32591-2950

Coastal Bank & Trust
formerly Bank of Pensacola
125 W. Romana St.
Pensacola, FL 32502

Unknown Tenants
1812 E. Lakeview St.
Pensacola, FL 32503

Certified and delivered to Escambia County Tax Collector,
this 13th day of April, 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.

Prepared by and return to:
John P. Daniel, Esq.
Beggs & Lane, LLP
P. O. Box 12950 (32591-2950)
501 Commendencia Street
Pensacola, Florida 32502

General Warranty Deed

THIS DEED is made and given this 18th day of January, 2007, by

East Hill Apartments, LLC, whose address is 4771 Bayou Boulevard, Suite 159, Pensacola, Florida 32503, hereinafter called the grantor, to

J. Nixon Daniel, III and Randy C. Ashcraft, as tenants in common in equal undivided interests, whose mailing address is P. O. Box 12950, Pensacola, Florida 32591-2950, hereinafter called the grantee:

Witnesseth, that the grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain real property situate in Escambia County, Florida, viz:

The West 10 feet of Lot numbered 8 and all of Lots numbered 13, 14 and 15, in Block 236, LESS the West 10 feet of the North 87.4 feet of Lot 8, all in the New City Tract, in the City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906, and also the South 45.1 feet of Lot 7, Block 236, of the New City Tract, in the City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906.

Subject to that certain Mortgage executed by East Hill Apartments, LLC, in favor of Bank of Pensacola, a Florida banking corporation, dated June 17, 2002, recorded in Official Records Book 4928, page 173, and that certain Assignment of Rents and Leases dated June 17, 2002, recorded in Official Records Book 4928, Page 179, all of the Public Records of Escambia County, Florida, securing a note in the original principal amount of \$400,000.00.

Parcel ID Number: 000S00-9025-008-236

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, 2006.

(Whenever used herein the term "grantor" and "grantee" shall be used for singular or plural, natural or artificial, which terms shall include the heirs, legal representatives, successors and assigns of grantor and grantee whenever the context so requires or admits.)

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Printed Name

John P. Daniel

Witness Printed Name

Deborah C. Petch

EAST HILL APARTMENTS, LLC,
a Florida limited liability company

By Keeper Properties and Management, Inc.,
a Florida corporation,
Its Managing Member

By:

Billy H. Montgomery
Billy H. Montgomery, President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of January, 2007, by Billy H. Montgomery, the President of Keeper Properties and Management, Inc., a Florida corporation, on behalf of the corporation as the Managing Member of East Hill Apartments, LLC, a Florida limited liability company, on behalf of the company. Such person is personally known to me or has produced his current Florida driver's license as identification.



Deborah A. Dulaney
Notary Public
Print Name: Deborah A. Dulaney
My Commission
Expires: 4/6/10

NTS DOC STAMPS PD @ ESC CO \$1400.00

06/28/02 ERIN LEE WAGNER, CLERK

By: Sally Hurd

INTANGIBLE TAX PD @ ESC CO \$ 800.00

06/28/02 ERIN LEE WAGNER, CLERK

By: Sally Hurd

2820
140000
80000

Prepared by:
Stephen R. Moorhead, Esquire
McDonald, Fleming, Moorhead, Ferguson, Green & Smith, LLP
4300 Bayou Blvd., Suite 13
Pensacola, FL 32503

File No.: 02-9411

THIS IS A BALLOON MORTGAGE AND THE
FINAL PRINCIPAL PAYMENT OR THE
PRINCIPAL BALANCE DUE UPON
MATURITY IS \$ _____,
TOGETHER WITH ACCRUED INTEREST, IF
ANY, AND ALL ADVANCEMENTS MADE BY
THE MORTGAGEE UNDER THE TERMS OF
THIS MORTGAGE.

REAL ESTATE MORTGAGE AND SECURITY AGREEMENT

Mortgagors (last name(s) first):

East Hill Apartments, LLC, a Florida

limited liability company

1920 E. Hatton Street

Mailing Address

Pensacola FL 32503

City State Zip

Mortgagee:

Bank of Pensacola

400 West Garden Street

Pensacola, FL 32501

THIS MORTGAGE IS TO BE FILED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY AND SHALL
CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF SECTION 679 OF THE
FLORIDA STATUTES.

Known All Men By These Presents: That whereas East Hill Apartments, LLC, a Florida limited liability
company (whether one or more, hereinafter called the "Borrower") has become justly indebted to Bank of Pensacola
with offices in Pensacola, Florida, (together with its successors and assigns, hereinafter called "Mortgagee") in the sum
of Four Hundred Thousand and NO/100 Dollars (\$400,000.00) together with interest thereon, as evidenced by a
promissory note or notes of even date herewith. (If the maturity date of the note or notes is 20 years or longer, indicate
the latest maturity date here: N/A).

This conveyance is intended to be and is a real property Mortgage and a "Security Agreement" governed by
the laws of the State of Florida concerning mortgages and the Uniform Commercial Code as adopted in Florida, and
is intended to secure the payment of the following (the "Secured Indebtedness"):

A. The existing indebtedness represented by that certain promissory note of even date herewith for the sum of
Four Hundred Thousand and NO/100 DOLLARS (\$400,000.00) made by "Borrower" payable to the order of Mortgagee
with interest from date until paid at the rate therein specified, the said principal and interest payable in the manner
and upon the terms, provisions and conditions set forth in the Note, together with any and all renewals, extensions,
modifications, consolidations and extensions thereof;

B. Such future or additional advances as may be made by Mortgagee at the option of Mortgagee to the
Mortgagor; provided that, notwithstanding the foregoing, the total of all amounts secured hereby shall not exceed at
any one time the sum of Eight Hundred Thousand and NO/100 DOLLARS (\$800,000.00); and provided further, that
all such advances, notes, claims, demands or liabilities and obligations secured hereby be incurred or arise or come into
existence either on or prior to the date of this Mortgage, or on or before twenty (20) years after the date of this
Mortgage or within such lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency
of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the
rights of creditors or subsequent purchasers for a valuable consideration. The Mortgagor hereby waives, on behalf of
himself/herself and his/her successors and assigns, the right to file for record a notice limiting the maximum principal
amount which may be secured by this Mortgage as provided for in Florida Statute 697.04(1)(b).

NOW, THEREFORE, in consideration of the premises, and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances) now or hereafter owed by any of the above-named Borrowers to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned East Hill Apartments, LLC, a Florida limited liability company (whether one or more, hereinafter called "Mortgagors") do hereby assign, grant, bargain, sell and convey unto Mortgagee the following described real property situated in Escambia County, State of Florida, viz:

SEE EXHIBIT "A" ANNEXED HERETO AND MADE A PART HEREOF

THIS IS A BALLOON MORTGAGE

together with all rents and other revenues thereof and all rights (including riparian rights), privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, smoke, fire, and intrusion detection devices, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property."

To Have And To Hold the same and every part thereof unto Mortgagee, its successors and assigns forever.

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including future advances), Mortgagors hereby assign and transfer to Mortgagee, and grant to Mortgagee a security interest in, all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagors, or any of them, located, whether permanently or temporarily, on the mortgaged property, and all building materials, household appliances, equipment, fixtures and fittings now owned or hereafter acquired by Mortgagors, or any of them, located or stored on any other real property, which are or shall be purchased by Mortgagors, or any of them, for the purpose, or with the intention of making improvements on the mortgaged property or to the premises located on said property. The personal property herein transferred includes limitation, all lumber, bricks, building stones, building blocks, sand, cement, roofing materials, paint, doors, windows, storm doors, storm windows, nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building materials, equipment and appliances of every kind and character used or useful in connection with improvements to real property.

For the purpose of further securing the payment of said indebtedness Mortgagors warrant, covenant and agree with Mortgagee, its successors and assigns, as follows:

1. That they are lawfully seized in fee and possessed of the mortgaged property and have a good right to convey the same aforesaid, and they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.
2. That they will pay when due all taxes, assessments, or other liens or mortgages taking priority over this mortgage, and should default be made in the payment of the same, or any part thereof, Mortgagee may pay the same (but Mortgagee is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Mortgagors shall perform all of Mortgagors' obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. Should Mortgagors default in any of such obligations, Mortgagee may perform Mortgagors' obligation (but Mortgagee is not obligated to do so).
3. That they will keep the buildings on the mortgaged property continuously insured in such amounts, in such manner and with such companies as may be satisfactory to Mortgagee against loss by fire (including so-called extended coverage), wind and such other hazards (including flood and water damage) as Mortgagee may specify from time to time, with loss, if any, payable to Mortgagee under a mortgagee's loss payable clause acceptable to Mortgagee, and will deposit with Mortgagee policies of such insurance or at Mortgagee's election, certificates thereof, and will pay the premiums therefor as the same become due. Mortgagors shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Mortgagors or through an existing policy, Mortgagee may, for reasonable cause, refuse to accept any policy of insurance obtained by Mortgagors. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damage to the mortgaged property from any cause whatever. If Mortgagors fail to keep said property insured as above specified, Mortgagee may insure said property (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind and other hazards for the benefit of Mortgagors and Mortgagee or for the benefit of Mortgagee alone, at Mortgagee's election. The proceeds of such insurance shall be paid by the insurer to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Mortgagors any check or draft representing the proceeds of any

such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Said insurance proceeds, if collected, may be credited on the indebtedness secured by this mortgage, less cost of collection, or may be used in repairing or reconstructing the premises on the mortgaged property, at Mortgagee's election. Any application of the insurance proceeds to repairing or reconstructing the premises on the mortgaged property shall not extend or postpone the due date of any installment payments of the indebtedness hereby secured or reduce the amount of such installments.

4. That commencing upon written request by Mortgagee and continuing until the indebtedness secured hereby is paid in full, Mortgagors will pay to Mortgagee concurrently with, and on the due dates of, payments on the indebtedness hereby secured a sum equal to the ground rents, if any, next due on the mortgaged property, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus water rents, fire district charges, taxes and assessments next due on the mortgaged property (all as estimated by Mortgagee), less any sums already paid to Mortgagee therefor, divided by the number of months or other payment periods to elapse before one month or payment period prior to the date when such ground rents, premiums, water rents, fire district charges, taxes and assessments will become due, such sums to be held by Mortgagee in trust, to pay said ground rents, premiums, water rents, fire district charges, taxes and assessments. All payments mentioned in the preceding sentence and the payments to be made on the indebtedness secured hereby shall be added together and the aggregate amount thereof shall be paid by Mortgagors each month or other payment periods in a single payment to be applied by Mortgagee to the following items in the order set forth: (a) ground rents, taxes, water rents, fire district charges, assessments, fire and other hazard insurance premiums; (b) interest on the indebtedness secured hereby; and (c) the balance, if any, shall be applied toward the payment of the sum hereby secured. Any deficiency in the amount of such aggregate monthly or other periodic payments shall constitute a default under this mortgage. Any excess funds accumulated under this paragraph after payment of the items herein mentioned shall be credited in calculating the monthly or other periodic payments of the same nature required hereunder in the subsequent year, but if the actual amount of any such item shall exceed the estimate therefor, Mortgagors shall without demand forthwith make good the deficiency. Failure by Mortgagors to do so before the due date of such item shall be a default hereunder. If the mortgaged property is sold under foreclosure or is otherwise acquired by Mortgagee after default, any remaining balance of the accumulations under this paragraph shall be credited to the principal of the secured indebtedness as of the date of the foreclosure sale or as of the date the property is otherwise acquired.

5. That they will take good care of the mortgaged property and the personal property described above and will not commit or permit any waste thereon or thereof or the removal of any oil, gas or mineral therefrom, and that they will keep the same repaired and at all times will maintain the same in at least as good condition as it now is, reasonable wear and tear alone excepted. If Mortgagors fail to make repairs to the mortgaged property, Mortgagee may make such repairs at Mortgagor's expense (but Mortgagee is not obligated to do so). Mortgagee, its agents and employees, may enter the mortgaged property and any improvements thereon at any reasonable time for the purpose of inspecting or repairing such improvements.

6. That all amounts expended by Mortgagee for insurance or for the payment of taxes or assessments or to discharge liens on the mortgaged property or other obligations of Mortgagors or to make repairs to the mortgaged property or any improvements thereon shall become a debt due Mortgagee, shall be payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above, or if no such rate of interest is specified in the note or if the rate specified would be unlawful, at the maximum rate allowed by law from the date of payment by Mortgagee, and such debt and the interest thereon shall be secured by this mortgage. Upon failure of Mortgagors to reimburse Mortgagee for all amounts so expended, at the election of Mortgagee and with or without notice to any person, Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and may foreclose this Mortgage as hereinafter provided or as provided by law.

7. That no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Mortgagors, and that the procurement of insurance or payment of taxes or other liens or assessments or obligations by Mortgagee shall not be taken or deemed as a waiver of the right to accelerate the maturity of the indebtedness hereby secured by reason of the failure of Mortgagors to procure such insurance or to pay such taxes, liens, assessments or obligations, it being agreed by Mortgagors that no terms or conditions contained in this Mortgage can be waived, altered or changed except by a writing signed by Mortgagee.

8. That those Mortgagors who are obligated as the Borrower or as guarantor or endorser to pay the indebtedness hereby secured will well and truly pay and discharge such indebtedness as it shall become due and payable, including the note or notes described above, any renewals or extensions thereof, and any other notes or obligations of such Mortgagors to Mortgagee, whether now or hereafter incurred.

9. In the event a suit shall be instituted to foreclose this Mortgage, Mortgagee, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver for all and singular the Premises and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to Mortgagee, its successors or assigns, without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of the Mortgagor, Mortgagor's legal representatives, successors or assigns, and that such rents, profits, incomes, issues, and revenues shall be applied by such receiver to the payment of the Secured Indebtedness, costs and charges,

according to the order of said court. The Mortgagor hereby specifically waives the right to object to the appointment of a receiver as described herein and hereby expressly consents that such appointment shall be made as an admitted equity and is Mortgagee's absolute right, and that the appointment may be done without notice to the Mortgagor. Mortgagor further consents to the appointment of Mortgagee or any officer or employee of Mortgagee as receiver.

10. That they will not cause or allow possession of the mortgaged property to be in any other person or entity to the exclusion of Mortgagors and will not cause or allow all or any part of the mortgaged property or any interest therein to be sold, assigned, transferred or conveyed by Mortgagors, or any of them, without Mortgagee's prior written consent, excluding only (a) the creation of a lien or encumbrance expressly subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) (if the mortgaged property is the Mortgagors' residence) the grant of any leasehold interest of one year or less (including all mandatory or optional renewal periods) not containing an option to purchase. Mortgagee may withhold its consent or may condition its consent to any such transfer of possession of, or an interest in, the mortgaged property upon the transferee's agreeing to pay a greater rate of interest on all or any part of the indebtedness secured by this mortgage, upon Mortgagee's approval of the creditworthiness of the transferee, and upon the transferee's payment to Mortgagee of a reasonable transfer or assumption fee. Upon breach by Mortgagors, or any of them, of the covenants herein contained, Mortgagee may, at its election, accelerate maturity of the indebtedness hereby secured and proceed to foreclose this mortgage as hereinafter provided or as provided by law.

11. That, except as otherwise expressly disclosed to Mortgagee in writing on the date of this mortgage, no Hazardous Substance (as defined below) has been released or disposed of on or under the mortgaged property by Mortgagors or, to the best of Mortgagors knowledge, by any third party or any predecessor in interest or title to the mortgaged property; no underground storage tanks, whether in use or not in use, are located on or under any part of the mortgaged property; Mortgagors and the mortgaged property are and will remain in compliance with all applicable local, state and federal environmental laws and regulations; no notice has been received by Mortgagors from any governmental authority or any other person claiming violation of any environmental protection law or regulation or demanding payment, indemnity or contribution for any environmental damage or injury to natural resources, relating in any way to the mortgaged property, and Mortgagors will notify Mortgagee promptly in writing if any such notice is hereafter received; and any Hazardous Substance used or produced in Mortgagors business will be used, produced, stored and disposed of in strict compliance with all applicable environmental laws and regulations. Mortgagors will notify mortgagee immediately if any Hazardous Substance is released or discovered on or under the mortgaged property, and Mortgagors will take or cause to be taken such remedial action as may be necessary in order to remedy such released or discovered Hazardous Substance and to obtain certificate of remediation or other certificate of compliance from applicable governmental authorities. At Mortgagee's request, Mortgagors will promptly obtain at Mortgagors' expense, and deliver to Mortgagee an environmental inspection report or will update a previous report, in form acceptable to Mortgagee, prepared by a competent environmental professional reasonably satisfactory to Mortgagee. As used herein, the term "Hazardous Substance" includes, without limitation, any hazardous or toxic substance and any substance or material that is regulated or controlled by the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), the federal Hazardous Materials Transportation Act, the federal Resource Conservation and Recovery Act, the Federal Clean Water Act, the federal Clean Air Act, the federal Toxic Substance Control Act, or any other federal, state or local environmental law, ordinance, or regulation now or hereafter in effect. Mortgagors agree to indemnify Mortgagee against any and all liability and expense (including attorneys' fees and litigation expenses) incurred by Mortgagee on account of breach by Mortgagors of any representation, warranty or covenant set forth in this paragraph. This agreement to indemnify shall survive payment of the secured indebtedness, satisfaction of this mortgage, and foreclosure of this mortgage.

12. That, if this is a construction mortgage, Mortgagors will perform and comply with, or will cause the Borrower to perform and comply with, the terms of any construction loan agreement made with Mortgagee with regard to any improvements to be made on the mortgaged property.

13. That all the covenants and agreements of Mortgagors herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of the successors and assigns of Mortgagee.

14. That the provisions of this mortgage and the note or notes secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this mortgage or of such note or notes. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. A carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.

If the Borrower pays and discharges all the indebtedness hereby secured (including future advances) as the same becomes due and payable, and if Mortgagors in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect thereof, then and in that event only this conveyance and the security interest herein granted shall be and become null and void, but if default is made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof, or if any interest thereon remain unpaid when due, or if default be made in the repayment of any sum expended by Mortgagee under the authority of any provision of this Mortgage, or if the interest of Mortgagee in the mortgaged property or any of the personal property described

above become endangered by reason of the enforcement of any lien or encumbrance thereon, or if a petition to condemn any part of the mortgaged property be filed by any authority, person or entity having power of eminent domain, or if any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the indebtedness hereby secured or permitting or authorizing the deduction of any such tax from the principal or interest secured by this Mortgage or by virtue of which any tax or assessment upon the mortgaged property shall be charged against the owner of this Mortgage, or if at any time any of the covenants contained in this Mortgage or in any note or other evidence of indebtedness secured hereby be declared invalid or unenforceable by any court of competent jurisdiction, or if Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this Mortgage shall be subject to foreclosure at the option of Mortgagee, notice of the exercise of such option being hereby expressly waived by Mortgagors, and Mortgagee shall have the right to enter upon and take possession of the mortgaged property. If an event of default occurs and remains uncured, then in either or any such event, the aggregate sum or sums secured hereby then remaining unpaid, with interest accrued at that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of Mortgagee, or its assigns, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such date, anything in the Note or any instrument or instruments or in this Mortgage to the contrary notwithstanding; and thereupon, or thereafter, at the option of Mortgagee, or its assigns, without notice or demand, suit at law or in equity may be prosecuted as if all moneys secured hereby had matured prior to its institution. The Mortgagee, or its assigns, may do either or both of the following as to the amount so declared due and payable: (i) bring an action to enforce payment of the amount so declared due and payable, with or without bringing an action to foreclose this Mortgage; and/or (ii) foreclose this mortgage as to the amount so declared due and payable, and the Premises, or any part or parts thereof, in one or more sales as determined by Mortgagee, shall be sold to satisfy and pay the same with costs, expenses and allowances. In addition, Mortgagee shall also be entitled to take such action and avail itself of such remedies as may be available under the Uniform Commercial Code in effect in the State of Florida.

In Witness Whereof, each of the undersigned has hereunto set his or her signature and seal, or has caused this instrument to be executed by its officer(s), partner(s), member(s), or agent(s) thereunto duly authorized, this 17th day of June, 2002.

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$ _____, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

EAST HILL APARTMENTS, LLC, a Florida limited liability company
By its manager: Keeper Properties and Management, Inc., a Florida corporation

By: Joy Ann Brinkman-Montgomery
Joy Ann Brinkman-Montgomery, its president

Dorothy A. Garrett
(Type or Print Name of Witness)

Brenda J. Lynn
(Type or Print Name of Witness)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of June, 2002, by Joy Ann Brinkman-Montgomery, the president of Keeper Properties and Management, Inc., a Florida corporation, manager of East Hill Apartments, LLC, a Florida limited liability company, on behalf of the company.

(NOTARIAL SEAL)

Dorothy A. Garrett
Type/Print Name of Notary

Personally Known To Me

OR

Produced Identification

Type of Identification Produced

Florida Drivers License



Dorothy A. Garrett
MY COMMISSION # DD083648 EXPIRES
January 19, 2006
BONDED THRU TROY ANN INSURANCE, INC.

File Number: 02-9411

FULL LEGAL

Exhibit "A" to

THE WEST 10 FEET OF LOT NUMBERED 8 AND ALL OF LOTS NUMBERED 13, 14 AND 15, IN BLOCK 236, LESS THE WEST 10 FEET OF THE NORTH 87.4 FEET OF LOT 8, ALL IN THE NEW CITY TRACT, IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, AND ALSO THE SOUTH 45.1 FEET OF LOT 7, BLOCK 236, OF THE NEW CITY TRACT, IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.

RCD Jun 28, 2002 09:25 am
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-979774

THIS INSTRUMENT PREPARED
BY AND RETURN TO :
John P. Daniel, Esquire
Beggs & Lane
Post Office Box 12950
Pensacola, Florida 32576-2950
(850) 432-2451
FBN: 784291

STATE OF FLORIDA
COUNTY OF ESCAMBIA

LOAN ASSUMPTION AND MODIFICATION AGREEMENT

THIS LOAN ASSUMPTION AND MODIFICATION AGREEMENT (this "Agreement") is made and entered into this 18th day of January, 2007 by and between **EAST HILL APARTMENTS, LLC**, a Florida limited liability company, whose address is 4771 Bayou Boulevard, Suite 159, Pensacola, Florida 32503 (the "Company"); **J. NIXON DANIEL, III AND RANDY C. ASHCRAFT**, whose mailing address is P. O. Box 12950, Pensacola, Florida 32591-2950 (individually and collectively referred to as "Borrower"), and **BANK OF PENSACOLA**, a Florida banking corporation, with offices at 125 West Romana Street, Suite 400, Pensacola, Florida 32502 ("Lender").

ARTICLE I - BACKGROUND AND CONSIDERATION

1.1 **Background.** On June 27, 2006, Lender made a certain renewal loan to East Hill Apartments, LLC, a Florida limited liability company, in the original principal amount of \$393,089.55, which renewal loan was evidenced by that certain Promissory Note dated June 27, 2006 in the amount of \$393,089.55. Said promissory note is secured by that certain Mortgage from East Hill Apartments, LLC to Bank of Pensacola dated June 17, 2002, recorded in O.R. Book 4928, Page 173, public records of Escambia County, Florida, and by that certain Assignment of Rents and Leases dated June 17, 2002, recorded in O.R. Book 4928, Page 179, public records of Escambia County, Florida. Said promissory note is herein after referred to as the "Note"; said mortgage is hereinafter referred to as the "Mortgage"; said assignment is hereinafter referred to as the "Assignment"; and said loan is hereinafter referred to as the "Loan". The Mortgage, the Assignment and all other instruments, guaranties, assignments and agreements securing the Note are hereinafter referred to collectively as "Security Instruments". The Note, Security Instruments and all other agreements, assignments and documents relating to the Loan are hereinafter referred to as the "Loan Documents". Borrower is the present owner of fee simple title to the real and personal property encumbered by the Security Instruments. The present unpaid principal balance of the Note is \$362,814.30. Lender has agreed to allow Borrower to assume the unpaid principal balance of the Note, to release the Company from liability under the Note, and to modify the Loan, Note and Security Instruments as hereinafter provided.

1.2 **Consideration.** For and in consideration of the mutual covenants and conditions hereinafter set forth and for other good and valuable consideration, the undersigned parties hereto do hereby agree as set forth hereinbelow.

ARTICLE II - LOAN ASSUMPTION AND RELEASE OF COMPANY

1.1 **Assumption of Loan.** By and with Lender's consent, Borrower hereby assumes and agrees to pay the unpaid principal balance of the Note. Lender represents and agrees that the current unpaid principal balance of the Note is \$362,814.30 and that interest on the Note is current to the date of this Agreement.

1.2 **Release of Company.** Lender hereby releases the Company, Billy H. Montgomery and Joy Ann Brinkman Montgomery from any and all obligation and liability under the Loan, Note and Security Instruments and other Loan Documents.

DOCUMENTARY STAMP TAX IN THE AMOUNT OF \$1,270.15 ON THE RENEWAL NOTE REFERRED TO HEREIN IN THE PRINCIPAL AMOUNT OF \$362,814.30, WHICH IS THE UNPAID PRINCIPAL AMOUNT OF THE NOTE HEREBY ASSUMED BY BORROWER, HAS BEEN PAID UPON THE RECORDING OF THIS LOAN ASSUMPTION AND MODIFICATION AGREEMENT. THE INDEBTEDNESS EVIDENCED BY THE RENEWAL NOTE REFERRED TO HEREIN IS EXEMPT FROM INTANGIBLE TAXES PURSUANT TO FLA. STAT. SECTION 199.145.

ARTICLE III - LOAN MODIFICATION

3.1 Modification of Note. The Note is hereby modified by that certain Renewal Promissory Note (the "Renewal Note") of even date herewith executed by Borrower in favor of Lender in the original principal amount of \$362,814.30, which is the outstanding principal balance of the Note as of the Effective Date. The Renewal Note shall mature on January 18, 2008.

3.2 Modification of Security Instruments. Borrower acknowledges and agrees that the Security Instruments secure and shall continue to secure the Renewal Note. Accordingly, the Security Instruments are hereby modified and amended to secure and to continue to secure the Renewal Note. The "Note" as defined in the Mortgage and other Loan Documents shall mean and refer to the Renewal Note.

3.3 Affirmation of Loan Documents. The Loan Documents, as hereby modified, are hereby ratified, confirmed and affirmed by Borrower.

ARTICLE IV - GENERAL CONDITIONS

4.1 No Waiver or Implication. Borrower hereby agrees that nothing herein shall constitute a waiver by Lender of any default, whether known or unknown, which may exist under the Note or any other Loan Document and that Lender is in no way obligated to grant any future indulgence, waiver or consent or enter into any further agreement of modification with respect to the Loan or any matter relating to the Loan.

4.2 Status and Reaffirmation. For purposes of this Section 4.2, the terms "Borrower Parties" and "Lender Parties" shall mean and include Borrower, the Company and any other persons or entities, if any, obligated on the Loan, in the case of "Borrower Parties", and Lender, in the case of "Lender Parties", respectively. Borrower Parties hereby acknowledge, represent and agree that Borrower Parties have no defenses, setoffs, claims, counterclaims or causes of action of any kind or nature whatsoever with respect to the Loan, the Loan Documents or the indebtedness evidenced or secured thereby (all of said defenses, setoffs, claims, counterclaims or causes of action being hereinafter referred to as "Loan Related Claims"); and that, to the extent that Borrower Parties may be deemed to have any Loan Related Claims, Borrower Parties hereby expressly waive, release and relinquish any and all such Loan Related Claims, whether or not known to or suspected by Borrower Parties. Nothing herein shall constitute a novation of the Note or any other Loan Document. Except as expressly amended and modified herein, all terms, covenants and provision of the Loan Documents shall remain unaltered and in full force and effect. Borrower Parties, jointly and severally, hereby ratify, re-affirm and confirm all of Borrower Parties' respective obligations set forth in the Note and other Loan Documents, as hereby renewed and amended, and agree to perform each and all of the covenants, agreements and obligations contained therein and to be bound by each and all of the terms and provisions thereof.

4.3 Reservation of Rights. It is expressly understood and agreed that nothing contained herein shall be deemed to discharge, release, limit or otherwise affect any rights or claims of Lender against any persons or parties who are obligated to Lender under the Note or the Renewal Note or with respect to the indebtedness evidenced thereby except as provided in this Agreement with respect to those Borrower Parties who have executed this Agreement, and Lender expressly reserves all rights against all such other persons and parties, if any, obligated to Lender under the Note, the Renewal Note or the other Loan Documents, whether as makers, endorsers, sureties, guarantors or otherwise.

4.4 Taxes. Borrower shall pay when due, and shall defend, indemnify and hold Lender harmless from and against all liability for, any and all documentary stamp tax, excise tax, intangible tax and other taxes or fees assessed or levied by any taxing authority against or with respect to this Agreement, the Renewal Note, the Note, the Security Instruments, the other Loan Documents or the obligation and indebtedness evidenced or secured thereby.

4.5 Warranty of Title. Borrower hereby warrants to Lender that Borrower is the owner in fee simple of the Mortgaged Property (as defined in the Mortgage as hereby amended); that Borrower has full right, power and authority to encumber the Mortgaged Property and to enter into and perform this Agreement; that there are no liens, claims, encumbrances or other title exceptions against or affecting the Mortgaged Property except as permitted by the Mortgage; and that Borrower shall preserve such title to the Mortgaged Property and shall forever warrant and defend the same unto Lender and its successors and assigns against the claims of all persons and parties whosoever.

4.6 Default. Any default or breach of warranty by the Borrower under this instrument or any misrepresentation by the Borrower contained herein shall constitute a default by Borrower under the Loan Documents, as hereby amended.

4.7 Successors and Assigns. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto, their respective heirs, successors, successors-in-title and assigns.

4.8 Miscellaneous. All personal pronouns used herein whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles of articles and sections as set forth herein are for convenience only and in no way define, limit, amplify or describe the scope or intent of any provisions hereof.

4.9 Severability. In the event any terms, items or provisions contained in this Agreement are in conflict with the laws of the State of Florida, this Agreement shall be affected only as to its application to such terms, items or provisions and shall in all other respects remain in full force and effect.

4.10 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida.

IN WITNESS WHEREOF, the Company, Borrower and Lender have executed this instrument as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Print Name: John P. Daniel

Print Name: Deborah C. Petch

Print Name: Cindy H. Hingte

Print Name: Colleen W. Rags

Print Name: John P. Daniel

Print Name: Deborah C. Petch

EAST HILL APARTMENTS, LLC,
a Florida limited liability company

By Keeper Properties and Management, Inc.,
a Florida corporation,
Its Managing Member

By: Billy H. Montgomery
Billy H. Montgomery, President

BORROWERS:

J. NIKON DANIEL, III

RANDY C. ASHCRAFT

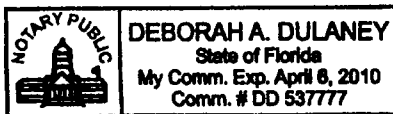
Brenda Thompson
 Print Name: Brenda Thompson
Katrina L. Smith
 Print Name: Katrina L. Smith

BANK OF PENSACOLA,
 a Florida banking corporation

By: *[Signature]*
 Print Name: Rodney F. Jackson
 Title: Vice-President

STATE OF FLORIDA
 COUNTY OF ESCAMBIA

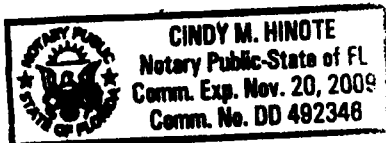
The foregoing instrument was acknowledged before me this 18th day of January, 2007, by Billy H. Montgomery, the President of Keeper Properties and Management, Inc., a Florida corporation, on behalf of the corporation as the Managing Member of East Hill Apartments, LLC, a Florida limited liability company, on behalf of the company. Such person is personally known to me or has produced his current Florida driver's license as identification.



Deborah A. Dulaney
 Signature of Notary Public

STATE OF FLORIDA
 COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of January, 2007, by J. Nixon Daniel, III. Said person did not take an oath and is personally known to me.

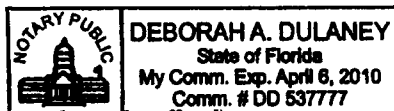


(Notary Seal must be affixed)

Cindy M. Hinoje
 Signature of Notary

STATE OF FLORIDA
 COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of January, 2007, by Randy C. Ashcraft. Said person did not take an oath and is personally known to me.



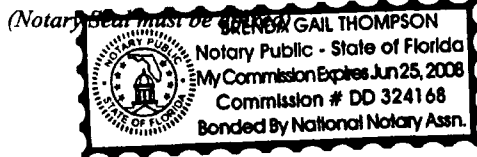
(Notary Seal must be affixed)

Deborah A. Dulaney
 Signature of Notary

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 16 day of ^{February}~~January~~, 2007, by Rodney F. Jackson, the Vice - President of Bank of Pensacola, a Florida banking corporation, on behalf of said corporation. Said person did not take an oath and personally known to me.


Signature of Notary



**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

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

CERTIFICATE # 09611 of 2014

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on June 8, 2016, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

J NIXON DANIEL III 1/2 INT PO BOX 12950 PENSACOLA, FL 32591-2950	RANDY C ASHCRAFT 1/2 INT PO BOX 12950 PENSACOLA, FL 32591-2950
J NIXON DANIEL III C/O TENANTS 1812 E LAKEVIEW ST PENSACOLA FL 32503	COASTAL BANK & TRUST FORMERLY BANK OF PENSACOLA 125 W ROMANA ST PENSACOLA FL 32502

WITNESS my official seal this 8th day of June 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 July 11, 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 **DIH TAX PARTNERS LLC** holder of **Tax Certificate No. 09611**, 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:

S 45 1/10 FT OF LT 7 AND OF W 10 FT OF LT 8 AND ALL LTS 13 14 15 BLK 236 NEW CITY TRACT OR 6076 P 1386 CA 38

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 141978000 (16-084)

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

J NIXON DANIEL III 1/2 INT and RANDY C ASHCRAFT 1/2 INT

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 **second Monday** in the month of July, which is the **11th day of July 2016**.

Dated this 8th day of June 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.

Post Property:

1812 E LAKEVIEW ST 32503



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

By:
Emily Hogg
Deputy Clerk

ESCAMBIA COUNTY SHERIFF'S OFFICE
ESCAMBIA COUNTY, FLORIDA

16-084

NON-ENFORCEABLE RETURN OF SERVICE

Document Number: ECSO16CIV027675NON

Agency Number: 16-008651

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT # 09611 2014

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: IN RE J NIXON DANIEL III 1/2 INT AND RANDY C ASHCRAFT 1/2 INT

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 6/8/2016 at 2:13 PM and served same at 3:55 PM on 6/13/2016 in ESCAMBIA COUNTY, FLORIDA,
by serving POST PROPERTY , the within named, to wit: , .

POSTED TO PROPERTY PER INSTRUCTIONS FROM CLERKS OFFICE.

DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By: K. Lucas 9/9
K. LUCAS, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: NDSCHERER

WARNING

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S 45 1/10 FT OF LT 7 AND OF W 10 FT OF LT 8 AND ALL LTS 13 14 15 BLK 236 NEW CITY TRACT OR 6076 P 1386 CA 38

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 141978000 (16-084)

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

J NIXON DANIEL III 1/2 INT and RANDY C ASHCRAFT 1/2 INT

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 **second** Monday in the month of July, which is the **11th** day of July 2016.

Dated this 8th day of June 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.

Post Property:

1812 E LAKEVIEW ST 32503



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

By:
Emily Hogg
Deputy Clerk

J NIXON DANIEL III 1/2 INT [16-084]
PO BOX 12950
PENSACOLA, FL 32591-2950

9171 9690 0935 0128 0357 69

RANDY C ASHCRAFT 1/2 INT [16-084]
PO BOX 12950
PENSACOLA, FL 32591-2950

9171 9690 0935 0128 0357 52

J NIXON DANIEL III [16-084]
C/O TENANTS
1812 E LAKEVIEW ST
PENSACOLA FL 32503

9171 9690 0935 0128 0357 45

Returned - vacant

COASTAL BANK & TRUST
FORMERLY BANK OF PENSACOLA
[16-084]
125 W ROMANA ST
PENSACOLA FL 32502

9171 9690 0935 0128 0357 38

14/009611

CERTIFIED MAIL

Pam Childers

Clerk of the Circuit Court & Comptroller
Official Records
221 Palafox Place, Suite 110
Pensacola, FL 32502



9171 9690 0935 0128 0357 45

NEOPOST
06/08/2016
US POSTAGE \$005.115
ZIP 32502
041M11272965

J NIXON DANIEL III [16-084]
C/O TENANTS
1812 E LAKEVIEW ST
PENSACOLA FL 3250

NIXIE
322 DE 1
RETURN TO SENDER
UNABLE TO FORWARD
0006/11/16

3250205833
3250335783 CO

BC: 32502583335 *2187-01182-08-43

16-084

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: 141978000 Certificate Number: 009611 of 2014**

Payor: Randy Ashcraft PO BOX 12950 PENSACOLA, FL 32591-2950 Date 07/06/2016

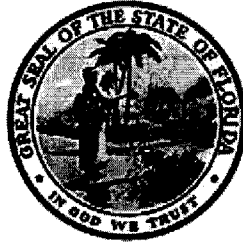
Clerk's Check #	0	Clerk's Total	\$470.25
Tax Collector Check #	1	Tax Collector's Total	\$11,900.94
		Postage	\$21.36
		Researcher Copies	\$12.00
		Total Received	\$12,404.55

**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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 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 009611

Redeemed Date 07/06/2016

Name Randy Ashcraft PO BOX 12950 PENSACOLA, FL 32591-2950

Clerk's Total = TAXDEED	\$470.25
Due Tax Collector = TAXDEED	\$11,900.94
Postage = TD2	\$21.36
ResearcherCopies = TD6	\$12.00

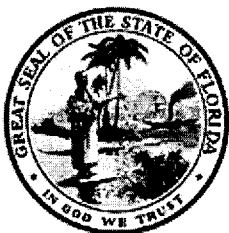
• For Office Use Only

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: 141978000 Certificate Number: 009611 of 2014

Redemption ☐ Yes ☒ Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="07/11/2016"/>	Redemption Date <input type="text" value="07/06/2016"/>
Months	3	3
Tax Collector	<input type="text" value="\$11,376.50"/>	<input type="text" value="\$11,376.50"/>
Tax Collector Interest	\$511.94	\$511.94
Tax Collector Fee	<input type="text" value="\$12.50"/>	<input type="text" value="\$12.50"/>
Total Tax Collector	\$11,900.94	<input type="text" value="\$11,900.94"/> 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	\$20.25
Total Clerk	\$470.25	<input type="text" value="\$470.25"/> CH
Postage	<input type="text" value="\$21.36"/>	<input type="text" value="\$21.36"/>
Researcher Copies	<input type="text" value="\$12.00"/>	<input type="text" value="\$12.00"/>
Total Redemption Amount	\$12,404.55	<input type="text" value="\$12,404.55"/>
	Repayment Overpayment Refund Amount	<input type="text" value="\$0.00"/> \$80 redeemer

Notes

THE SUMMATION WEEKLY

A Weekly Publication of the Escambia-Santa Rosa Bar Association Since 2014

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **DIH TAX PARTNERS LLC** **DIH TAX PARTNERS LLC** holder of Tax Certificate No. 09611, 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:

S 45 1/10 FT OF LT 7 AND OF W 10 FT OF LT 8 AND ALL LTS 13 14 15 BLK 236 NEW CITY TRACT OR 6076 P 1386 CA 38

**SECTION 00, TOWNSHIP 0 S, RANGE 00 W
TAX ACCOUNT NUMBER
141978000 (16-084)**

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**J NIXON DANIEL III 1/2 INT and
RANDY C ASHCRAFT 1/2 INT**

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Dated this 8th day of June 2016.

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PAM CHILDERS
As Clerk of the Circuit Court
Of Escambia County, Florida

By: Emily Hogg
Deputy Clerk

4wr6/8-6/29TD

Before the undersigned authority personally appeared Malcolm G. Ballinger who under oath says that he is Publisher of The Summation Weekly Newspaper published at Pensacola in Escambia & Santa Rosa County, Florida; that the attached copy of the advertisement, being a notice in the matter of 2014 TD 09611 in the Escambia Court was published in said newspaper in and was printed and released on the start date of 6-8-16 and end date of 7-5-16.

Affiant further says that the said Summation Weekly is a newspaper published at Pensacola, in said Escambia & Santa Rosa Counties, Florida, and that the said newspaper has heretofore been continuously published in said Escambia & Santa Rosa Counties, 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 of the said newspaper.

X

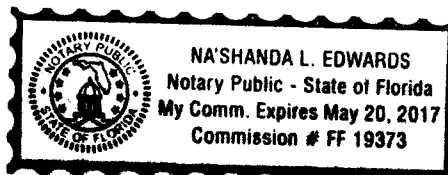
Malcolm G. Ballinger
MALCOLM G. BALLINGER, PUBLISHER

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me, Na'Shanda L. Edwards, this 30 day of June 2016, by Malcolm G. Ballinger, who is personally known to me.

X

Na'Shanda L. Edwards
NA'SHANDA L. EDWARDS, NOTARY PUBLIC





Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

July 11, 2016

RANDY ASHCRAFT
PO BOX 12950
PENSACOLA FL 32591

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 009611

\$80.00

TOTAL \$80.00

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 •

July 12, 2016

DIH TAX PARTNERS LLC DIH TAX PARTNERS LLC
2912 PARK ARBOR COURT
FORT WORTH TX 76116

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 005366	\$450.00	\$20.25	\$470.25
2014 TD 004026	\$450.00	\$13.50	\$463.50
2014 TD 009635	\$450.00	\$20.25	\$470.25
2014 TD 000005	\$450.00	\$20.25	\$470.25
2014 TD 009611	\$450.00	\$20.25	\$470.25

TOTAL \$2,344.50

Very truly yours,

PAM CHILDERS
Clerk of Circuit Court

By:


Emily Hogg
Tax Deed Division