Tax Deed Application Number

1700656

Date of Tax Deed Application

Aug 04, 2017

This is to certify that CBBTL LLC AND B LOW LLC PARTNE CITIBANK, N.A., AS COLLATERAL, holder of Tax Sale Certificate Number 2015 / 2899, Issued the 1st Day of June, 2015 and which encumbers the following described property in the county of Escambia County, State of Florida, to wit: 05-4524-000

Cert Holder:

CBBTL LLC AND B LOW LLC PARTNE CITIBANK, N.A., AS COLLATERAL

4747 EXECUTIVE DRIVE SUITE 510SAN DIEGO, CA 92121

Property Owner:

WEIS WILLIAM D 34 NOTTINGHAM WAY PENSACOLA, FL 32506

LT 17 BLK 4 SHERWOOD S/D PB 4 P 42 OR 2589 P 704 OR 3294

P 326 OR 4428 P 268

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
2015/2899	05-4524-000	06/01/2015	534.50	26.73	561.23

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
2017/2545	05-4524-000	06/01/2017	588.36	6.25	29.42	624.03
2016/2606	05-4524-000	06/01/2016	559.98	6.25	28.00	594.23

Amounts Certified by Tax Collector (Lines 1-7):	Total Amount Paid
1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant	1,779.49
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	0.00
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)	2,154.49
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.	26,396.50
 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 9th day of August, 2017 Scott Lunsford, Tax Collector of Escambia County

Date of Sale: 3/5/18

By Bran

*This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date. 05-4524-000 2015

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512 R. 12/16

Application Number: 1700656

To: Tax Collector of	ESCAMBIA COUNTY	_, Florida	
4747 EXECUTIVE DRIV SAN DIEGO, CA 9212	1,		. Collector and make tax deed application thereon:
Account Number	Certificate No.	Date	Legal Description
05-4524-000	2015/2899	06-01-2015	LT 17 BLK 4 SHERWOOD S/D PB 4 P 42 OR 2589 P 704 OR 3294 P 326 OR 4428 P 268
 redeem all out pay all deline pay all Tax C and Sheriff's 	costs, if applicable. e certificate on which this applica	terest covering th	
AS COLLATERAL 4747 EXECUTIVE D SAN DIEGO, CA 9:	OW LLC PARTNE CITIBANK, RIVE SUITE 510	N.A.,	<u>08-04-2017</u> Application Date

ECPA Home



Real Estate Search Tangible Property Search

Sale List Amendment 1/Portability Calculations

Back

Printer Friendly Version Navigate Mode Account Reference **General Information** Assessments Reference: 1425307001017004 Year Land Total Imprv Cap Val Account: 054524000 2017 \$11,400 \$48,948 \$60,348 \$53,901 **Owners:** WEIS WILLIAM D 2016 \$11,400 \$47,403 \$58,803 \$52,793 34 NOTTINGHAM WAY Mail: 2015 \$11,400 \$44,827 \$56,227 \$52,427 PENSACOLA, FL 32506 Situs: 34 NOTTINGHAM WAY 32506 Disclaimer Use Code: SINGLE FAMILY RESID 🔑 Amendment 1/Portability Calculations Taxing **COUNTY MSTU** Authority: Schools File for New Homestead Exemption Online SHERWOOD/BELLVIEW/ESCAMBIA (Elem/Int/High): Tax Inquiry: Open Tax Inquiry Window Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector Sales 2017 Certified Roll Exemptions Data HOMESTEAD EXEMPTION **Official Records** Sale Date Book Page Value Type (New Window) Legal Description 12/1992 3294 326 \$21,700 WD LT 17 BLK 4 SHERWOOD S/D PB 4 P 42 OR 2589 P View Instr 704 OR 3294 P 326 OR 4428 P 268 08/1988 2589 704 \$33,200 WD View Instr 06/1983 1846 15 \$100 QC View Instr **Extra Features** Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller **POOL**

Parcel Information

Section Map Id: 14-25-30-2

Approx. Acreage: 0.2050

Zoned: MBR

Evacuation & Flood Information Open Report

3.2

View Florida Department of Environmental Protection(DEP) Data

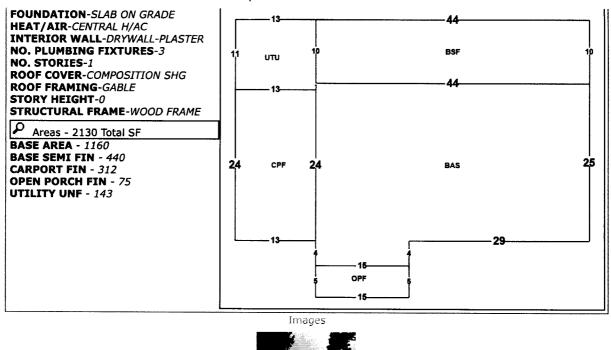
Buildings

Address:34 NOTTINGHAM WAY, Year Built: 1958, Effective Year: 1958

Structural Elements

DECOR/MILLWORK-AVERAGE

DWELLING UNITS-1
EXTERIOR WALL-CONCRETE BLOCK
FLOOR COVER-CARPET



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.

1/10/03

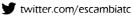
Last Updated:09/14/2017 (tc.2071)



Scott Lunsford, CFC · Escambia County Tax Collector

MILLAGE CODE

EscambiaTaxCollector.com facebook.com/ECTaxCollector witter.com/escambiatc





2017 Real Estate Property Taxes

Notice of Ad Valorem and Non-Ad Valorem Assessments

ESCROW CODE	PROPERTY REFERENCE NUMBER	
	1425307001017004	

PROPERTY ADDRESS:

EXEMPTIONS:

WEIS WILLIAM D 34 NOTTINGHAM WAY PENSACOLA, FL 32506

ACCOUNT NUMBER 05-4524-000

34 NOTTINGHAM WAY

HOMESTEAD EXEMPTION

PRIOR YEAR(S) TAXES OUTSTANDING

18-151

15/2899

	A	D VALOREM T	AXES		
TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION AMOUNT	TAXABLE AMOUNT	TAXES LEVIED
COUNTY	6.6165	53,901	28,901	25,000	165.41
PUBLIC SCHOOLS					
BY LOCAL BOARD	2.2480	53,901	25,000	28,901	64.9
BY STATE LAW	4.3830	53,901	25,000	28,901	126.6
WATER MANAGEMENT	0.0353	53,901	28,901	25,000	0.8
SHERIFF	0.6850	53,901	28,901	25,000	17.1
M.S.T.U. LIBRARY	0.3590	53,901	28,901	25,000	8.9

TOTAL MILLAGE

EGAL DESCRIPTION

14.3268

AD VALOREM TAXES

\$384.04

LEGAL DESCRIPTION	NON-AD VALOREM ASSES.	PIVILIVIS
LT 17 BLK 4 SHERWOOD S/D PB 4 P 42 OR 2589 P 704 OR 3294 P 326 OR 4428 P 268	FP FIRE PROTECTION	125.33
	NON-AD VALORE	M ASSESSMENTS \$125.33
D		

Pay online at EscambiaTaxCollector.com

Payments must be in U.S. funds drawn from a U.S. bank

COMBINED TAXES AND ASSESSMENTS

ON-AD VALOREM ASSESSMENTS

\$509.37

	r 31, 2018 509.37
--	-----------------------------

RETAIN FOR YOUR RECORDS

2017 Real Estate **Property Taxes**

DETACH HERE AND RETURN THIS PORTION WITH YOUR PAYMENT

ACCOUNT NUMBER

05-4524-000

PROPERTY ADDRESS

34 NOTTINGHAM WAY

WEIS WILLIAM D 34 NOTTINGHAM WAY PENSACOLA, FL 32506 Make checks payable to:

Scott Lunsford, CFC

Escambia County Tax Collector

P.O. BOX 1312 PENSACOLA, FL 32591

Pay online at EscambiaTaxCollector.com

PRIOR YEAR(S) TAXES OUTSTANDING

Payments in U.S. funds from a U.S. bank

PAY ONLY ONI	E AMOUNT
AMOUNT IF PAID BY	Nov 30, 2017 489.00
AMOUNT IF PAID BY	Dec 31, 2017 494.09
AMOUNT IF PAID BY	Jan 31, 2018 499.18
AMOUNT IF PAID BY	Feb 28, 2018 504.28
AMOUNT IF PAID BY	Mar 31, 2018 509.37
DO MOT FOLD CTABLE	C OD MALITTI ATE

DO NOT FOLD, STAPLE, OR MUTILATE

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

File# 18-151

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: 054524000 Certificate Number: 002899 of 2015

Payor: LORRIE A WEIS 34 NOTTINGHAM WAY PENSACOLA, FL 32506 Date 12/15/2017

Clerk's Check #

442669954

Clerk's Total

\$497.25

Tax Collector Check #

1

Tax Collector's Total

Ψ-77.23

Postage

\$2,386.96

ostage

\$60.00

Researcher Copies

\$0.00

Total Received

\$2,944.21

PAM CHILDERS
Clerk of the Circuit Court

Received By: Oku 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
JUVENILE
MENTAL HEALTH
MIS
OPERATIONAL SERVICES
PROBATE

TRAFFIC



COUNTY OF ESCAMBIA OFFICE OF THE CLERK OF THE CIRCUIT COURT

BRANCH OFFICES ARCHIVES AND RECORDS JUVENILE DIVISION CENTURY

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

Case # 2015 TD 002899

Redeemed Date 12/15/2017

Name LORRIE A WEIS 34 NOTTINGHAM WAY PENSACOLA, FL 32506

Clerk's Total = TAXDEED

\$497.25

Due Tax Collector = TAXDEED

\$2,386.96

Postage = TD2

\$60.00

ResearcherCopies = TD6

\$0.00

• For Office Use Only

Date

Docket

Desc

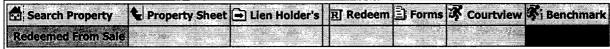
Amount Owed

Amount Due

Payee Name

FINANCIAL SUMMARY

No Information Available - See Dockets





PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator
Account: 054524000 Certificate Number: 002899 of 2015

Redemption Ye	es 🗸	Application Date	08/04/2017	Interest Rate	18%
	Fir	Final Redemption Payment ESTIMATED Redemption Overpayment ACT		ment ACTUAL	
	Αι	oction Date 03/05/2018		Redemption Date 12	2/29/2017
Months	7			4	
Tax Collector	[\$:	2,154.49		\$2,154.49	
Tax Collector Interest	\$2	26.22		\$129.27	
Tax Collector Fee	\$	5.25		\$6.25	
Total Tax Collector	\$2	2,386.96	(\$2,290.01	7
				,,,	
Clerk Fee	\$	130.00		\$130.00	
Sheriff Fee	\$	120.00		\$120.00	
Legal Advertisement	\$	200.00		\$200.00	
App. Fee Interest	\$4	17.25		\$27.00	
Total Clerk	\$4	197.25		\$477.00	
					,
Postage	\$	60.00		\$0.00	A A A A A A A A A A A A A A A A A A A
Researcher Copies	\$	40.00		\$40.00	
Total Redemption Am	ount \$2	2,984.21		\$2,807.01	
	R	epayment Overpayment R	efund Amount	\$177.20	

Notes



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

December 27, 2017

LORRIE A WEIS 34 NOTTINGHAM WAY PENSACOLA FL 32506

Dear Redeemer,

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

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

CERTIFICATE NUMBER

REFUND

2015 TD 002899

\$40.00

TOTAL \$40.00

Very truly yours,

PAM CHILDERS

Clerk of Circuit Cour

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 •

December 28, 2017

CBBTL LLC AND B LOW LLC PARTNE CITIBANK NA AS COLLATERAL 4747 EXECUTIVE DRIVE SUITE 510 SAN DIEGO CA 92121

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
2015 TD 003966	\$450.00	\$33.75	\$483.75
2015 TD 002899	\$450.00	\$27.00	\$477.00

TOTAL \$960.75

Very truly yours,

PAM CHILDERS

Clerk of Circuit Court

Emily Hogg

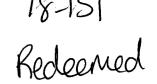
By:

Tax Deed Division

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.: 14137

January 2, 2018

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 01-02-1998, through 01-02-2018, and said search reveals the following:

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

William Dennis Weis

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

January 2, 2018

OWNERSHIP AND ENCUMBRANCE REPORT LEGAL DESCRIPTION

File No.: 14137 January 2, 2018

Lot 17, Block 4, Sherwood Subdivision, as per plat thereof, recorded in Plat Book 4, Page 42, of the Public Records of Escambia County, Florida

OWNERSHIP AND ENCUMBRANCE REPORT CONTINUATION PAGE

File No.: 14137

January 2, 2018

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

1. Taxes for the year 2017 due. Delinquent taxes redeemed. The assessed value is \$60,348.00. Tax ID 05-4524-000.

PLEASE NOTE THE FOLLOWING:

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

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE PENSACOLA, FLORIDA 32503
TEL. (850) 478-8121 FAX (850) 476-1437

Email: rcsgt@aol.com

Scott Lunsford Escambia County Tax Collector P.O. Box 1312 Pensacola, FL 32591

\cdot
CERTIFICATION: TITLE SEARCH FOR TDA
TAX DEED SALE DATE: 3-5-2018
TAX ACCOUNT NO.: 05-4524-000
CERTIFICATE NO.: 2015-2899
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 2017 tax year.
William Dennis Weis 34 Nottingham Way Pensacola, FL 32506 William W. Boesch 3000 W. Nine Mile Rd. Pensacola, FL 32534
· · · · · · · · · · · · · · · · · · ·

Certified and delivered to Escambia County Tax Collector, this 5th day of January , 2018 .

SOUTHERN GUARANTY TITLE COMPANY

by: Richard S. Combs, President

NOTE: The above listed addresses are based upon current information available, but said addresses are not guaranteed to be true or correct.



IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY PLORED IN 195 FAMILY LAW DIVISION

IN RE:

The Marriage of WANDA KAY WEIS, Petitioner/Wife. and WILLIAM DENNIS WEIS,

FILTO & RECORDED

Respondent/Husband.

Case No.: 98-2764-FL-01

Division:

PINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE was before the Court for final hearing on April 26, 1999 at which time the Court had before it the parties and their respective counsel, the Guardian-Ad-Litem, his counsel and the Guardian-Ad-Litem coordinator and heard the testimony of the parties, their witnesses and the Guardian-Ad-Litem. conclusion of the hearing and the close of the evidence, the Court took the matter under advisement to consider its ruling. 2, 1999 the Court announced its ruling in open Court. By separate Order, the Court shall make findings of fact based upon the evidence presented. This Final Judgment sets forth the Court's ruling on each of the issues presented and is dispositive of each. The Court therefore being in the premises fully advised:

ORDERS AND ADJUDGES:

- The Court finds that it has jurisdiction over the parties 1. to, and the subject matter of this cause.
- The bonds of marriage between WANDA KAY WEIS and WILLIAM 2. DENNIS WEIS be and the same are hereby dissolved.
- Wife's maiden name of WRIGHT shall be restored to her such that henceforth she shall be known as WANDA KAY WRIGHT.
- The parties shall share parental responsibility of the minor children, JOSHUA DEREK WEIS, born 11/10/87, WILLIAM JUSTIN

Husband may dispose of the vehicles as he sees fit.

- (c) Of the tangible personal property, the Wife is awarded her personal effects and mementos, consisting of small moveable types of items. She is also awarded all of her personal clothes and the kitchen, dining room, and master bedroom furniture. The Husband shall receive the childrens' furniture, living room furniture, computer, washer and dryer. The division and delivery of this tangible personal property to the party to whom it is awarded shall be accomplished within thirty (30) days from the date of this Order.
- 13. The marital debts in existence at the time that the Petition was filed, not associated with the marital home nor the Chevrolet Van, are as follows:

Sears	\$ 711.00
Dillards I	595.00
Dillards II	75.00
Sam's Club	491.00
Discover	3,698.82
MasterCard	3,000.00
VISA	1,000.00

Each party shall be responsible for one-half of the above recited indebtedness. If either party discharges his or her liability for said debt in bankruptcy, that party remain responsible to the other party for the payment of the amount discharged despite the bankruptcy filing.

14. From the evidence, it appears that the fair market value of the parties' marital home is \$64,000.00 and the cumulative debt is \$50,631.00. This results in a net equity of \$13,369.89. The Husband is hereby awarded all of the Wife's ownership, interest in and to the marital home located at 34 Nottingham Way, Pensacola,

Florida, more particularly described as follows:

Lot 17, Block "4", Sherwood Subdivision, a portion of Section 14, Township 2 South, Range 30 West, Escambia County, Florida, as recorded in Plat Book 4 at Page 42 of the public records of Escambia County, Florida.

He shall as a result have the exclusive use, ownership and possession of said property free of any claim of the Wife, except for the lump sum alimony hereinbelow set forth. As and for lump sum alimony for the Wife's interest in the marital home, the Husband shall pay to the Wife the sum of \$6,684.50, together with interest at the legal rate, in monthly installments of \$150.00 commencing July 5, 1999, and continuing on the 5th day of each month thereafter, until paid in full.

The Husband shall be obligated and responsible for the payment of all indebedness owed on the marital home, including the first and second mortgages and the debt owed to Joseph M. Kirchmaier, and shall hold the Wife harmless from the payment thereof.

- 15. On the subject of alimony, although the Wife has demonstrated the need for alimony, the Husband has no ability to pay it and none therefore is awarded. The Court, however, reserves jurisdiction to award rehabilitative or bridge-the-gap type alimony, should Husband discharge his lump-sum alimony obligation to the Wife through bankruptcy.
- 16. On the subject of child support, the Wife is not currently employed and has no history of employment during the marriage. No evidence was presented in an effort to have the Court impute income to her and none shall be imputed.

The Wife not being in a position to pay child support, none is awarded.

The Court, however, reserves jurisdiction to readdress the issue of child support at such time as the Wife earns some income. The Court therefore orders the Wife to annually provide to the Husband, in writing, by May 15th of each year, a statement of all income earned in the previous year. This evidence of income shall be filed with the office of the Clerk, Family Law Division, with a copy to the Husband.

17. Although both parties have sought attorney's fees, neither is in the position to pay the attorney's fees of the other. Each party will bear their own fees and respective costs incurred in this matter.

DONE AND ORDERED in Chambers at Pensacola, Escambia County, Florida this 16th day of June, 1991.

CIRCUIT JUDGE

Conformed Copies:

John P. Welch, Esquire Attorney for Husband

Wayne Willis, Esquire Attorney for Wife

FILE NO. 92014588 DOC. 54-5-00 REC. 151.90 TOTAL 157.90 TOTAL 00.0000000000000000000000000000000000	·	Prepared by an Fran Campbell Stewart Title of F401 E. Chase SPensacola, Flori	L1 Pensacola, li St., Suite 1 ida 32501,
STATE OF FLORIDA TAX ID #14-2S-30-7001-	-017-004	Pursuant to the	issuance o
COUNTY OF ESCAMBIA		a Title Insurance	e Policy.
KNOW ALL MEN BY THESE PRESENTS: That William Dennis Wels, a married man			
Address: 34 Nottingham Way, Pensacola, Flo	orida 32506		, Grantor
for and in consideration of Ten Dollars (\$10.00) and other good and val acknowledged has bargained, sold, conveyed and granted untoWill 	uable considerations ti Liam Dennis Weis	ne receipt of whic and Wanda K.	:h is hereby Weis
Address: 34 Nottingham Way, Pensacola, Florida 3250	06		, Grantee'
grantee's heirs, executors, administrators and assigns, forever, the foliothe County of, State of, State of,	wing described proper	ty, situate, lying a	ind being ir
Lot 17, Block "4", Sherwood Subdivision, a Township 2 South, Range 30 West, Escambia C in Plat Book 4 at page 42 of the public rec	A	_	
D. S. PD. \$ 151.90	45.13		۲.
D. S. PD. \$ 151.90 DATE 12 -30-92	7 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -	14	-
JOS-A. FLOWERS, COMPTROLLER	• •		-
CERT REG! 59-2043328-27-01		50	****
	•	69 111 69	J
	1.5	==	~
	1,5	ار از	\sim
Subject to taxes for current year and to valid easements and restriction to hereby reimposed. Subject also to oil, gas and mineral reservations of Said grantor does fully warrant the title to said land and will defend thomsoever. "Wherever used herein, the term "grantee/grantor" shall include the heirs, personal respective parties hereto; the use of singular member shall include the plural, and the pitch genders. IN WITNESS WHEREOF, grantor has hereunto set grantor's hand a	the same against the literatures, successors and the singular; the use of any g	lawful claims of a	which are
Said grantor does fully warrant the title to said land and will defend homsoever. "Wherever used herein, the term "grantee/grantor" shall include the heirs, personal respective parties hereto; the use of singular member shall include the plural, and the pith genders. IN WITNESS WHEREOF, grantor has hereunto set grantor's hand a gned, sealed and delivered the presence of: Fran Campbell Willi	the same against the literatures, successors and the singular; the use of any g	lawful claims of aid or assigns of the ender shall include	which are Il persons (SEAL)
Said grantor does fully warrant the title to said land and will defend homsoever. "Wherever used herein, the term "grantee/grantor" shall include the heirs, personal respective parties hereto; the use of singular member shall include the piural, and the pi the genders. IN WITNESS WHEREOF, grantor has hereunto set grantor's hand a gned, sealed and delivered the presence of: Fran Campbell Willi	the same against the literatures, successors and the singular; the use of any g	lawful claims of aid or assigns of the ender shall include	ll persons
Said grantor does fully warrant the title to said land and will defend homsoever. "Wherever used herein, the term "grantee/grantor" shall include the heirs, personal respective parties hereto; the use of singular member shall include the plurel, and the plure shall include the plurel, and the plurel shall include the heirs, personal respective shall respective shall respective	the same against the I	dwful claims of all diversals and the ender shall include er 23, 1992	(SEAL)

CLERK FILE NO.



Bringline Notary Public Notary Public, State of Florida My Commission Expires: My Commission Expires Oct. 14, 1594

Recorded in Public Records 04/17/2007 at 02:11 PM OR Book 6127 Page 336, Instrument #2007036235, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$52.50 MTG Stamps \$297.50 Int. Tax \$170.00

Prepared and Refum Ta: EV TITE SETILEMENT SVCS, INC 2629 Creighton Rd, Sie 3 Pensacola, Ft. 32504 VTF/1003 (c

Prepared by Brandi Parkerson, an employee of Key Title Settlement Services, Inc. 2629 Creighton Road, Suite 3 Pensacola, FL 32504 (850) 494-1350

Return to: Mortgagee

THIS IS AN INTEREST ONLY BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$85,000.00 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

Subject property is not the homestead property of the mortgagor(s).

MORTGAGE DEED

(Individual Balloon)

THIS MORTGAGE DEED, executed on 4/11/2007, by

Lorrie A. Weis and William Dennis Weis, wife and husband

whose address is: 6328 Mers Ln, Pensacola, FL 32526 hereinafter called the "Mortgagor", to

William W. Boesch

whose address is: 3000 West Nine Mile Road, Pensacola, FL 32534 hereinafter called the "Mortgagee":

(Wherever used herein the terms "Mortgagor" and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "Note" includes all the notes herein described if more than one.)

Witnesseth, that for good and valuable considerations and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereinafter described, the Mortgagor hereby grants, bargains, sells, aliens, remises, conveys and confirms unto the Mortgagee all that certain land of which the Mortgagor is now seized and in possession situate in Escambia County, Florida, viz:

Lot 17, Block 4, SHERWOOD SUBDIVISION, a portion of Section 14, Township 2 South, Range 30 West, Escambia County, Florida, as recorded in Plat Book 4 at Page 42, of the Public Records of said County.

To have and to hold, the same, together with the tenements, hereditaments and appurtenances thereto belonging and the rents, issue and profits thereof, unto the Mortgagee, in fee simple.

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Page 1 of 4 File No.: KT070026 And the Mortgagor covenants with the Mortgagee that the Mortgagor is indefeasibly seized of said land in fee simple; that the Mortgagor has good right and lawful authority to convey said land as aforesaid; that the Mortgagor will make such further assurances to perfect the fee simple title to said land in the Mortgagee as may reasonably be required; that the Mortgagor 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 and clear of all encumbrances, except taxes of the current year, and any prior mortgages and/or liens as stated elsewhere herein.

Provided always, that if said Mortgagor shall pay unto said Mortgagee all sums secured by the certain promissory note attached as **Exhibit "A"** hereto, and shall perform, comply with and abide by each and every agreement, stipulation, condition and covenant thereof, and of this mortgage, then this mortgage and the estate hereby created shall cease, determine and be null and void.

And the Mortgagor hereby further covenants and agrees to pay, promptly when due, the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all and singular taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less that full insurable value in a company or companies acceptable to the Mortgagee, the policy or policies to be held by, and payable to, said Mortgagee, and in the event any sum of money becomes payable by virtue of such insurance the Mortgagee shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the Mortgagor for any such surplus; to pay all costs, charges and expenses, including attorney's fees and title searches, reasonably incurred and paid by the Mortgagee because of the failure of the Mortgagor to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every agreement, stipulation, condition and covenant set forth in said note and this mortgage or either. In the event the Mortgagor fails to pay, when due, any tax, assessment, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the Mortgagee may pay the same, without waiving or affecting the option to foreclose or any other right hereunder and all such payments shall bear interest from date thereof at the highest lawful rate then allowed by the laws of the State of Florida.

Mortgagee may require, subject to applicable law, that Borrower/Mortgagor pay to Mortgagee on the day monthly payments are due under the note secured hereby, until said note is paid in full, a sum for (a) yearly taxes and assessments which may obtain priority over this security instrument; (b) hazard or property insurance; (c) flood insurance, and (d) for any other assessment or lien which may impair the lien or attain priority over this security instrument and the note secured hereby. These amounts shall be considered escrowed amounts. Waiver by Mortgagee to collect said escrowed amounts at any time shall not constitute a waiver to exercise Mortgagee's right to elect to collect said payment(s) at any later time while any sums of money due under this mortgage, or the note secured hereby, remain unpaid.

If any sum of money herein referred to be not promptly paid within 5 days after same becomes due or if each and every agreement, stipulation, condition, and covenant of said note and this mortgage, or either, is not fully performed, complied with and abided by, then the entire sum mentioned in said note and this mortgage, or the entire balance unpaid therein, shall forthwith or thereafter, at the option of the Mortgagee, become immediately due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the Mortgagee to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

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In Witness	Whereof, the said	grantor has	signed	and	sealed	these	presents	the d	lay a	nd year	first
above written.											

THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$85,000.00 TOGETHER WITH ACCURED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE. William Dennis Weis Signed, sealed and delivered in our presence: Witness Signature Witness Signature Print name: Barbara Manning State of Florida County of Escambia THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me on 4/11/2007, by Lorrig A. Weis and William Dennis Weis, wife and husband, who are personally known to me or have produced a valid driver's license as identification. Brandi Parkerson NOTARY PUBLIC commission #DD272226 Expires Jan 18, 2008 Bonded Thru Manne Bonding Co. Inc

Notary Print Name

My Commission Expires: _

Exhibit "A"

THIS IS AN INTEREST ONLY BALLOON NOTE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$85,000.00 TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS NOTE.

MORTGAGE NOTE

4/11/2007

FOR VALUE RECEIVED, the undersigned hereinafter Lorrie A. Weis and William Dennis Weis promises to pay to William W. Boesch, the principal sum of EIGHTY FIVE THOUSAND AND NO/100 (\$85,000.00) with interest thereon at the rate of 15.0000 percent, per annum, from date until maturity, said interest being payable as set forth below, both principal and interest being payable in lawful money of the United States of America at 3000 West Nine Mile Road, Pensacola, FL 32534, or at such other address as the holder from time to time may specify by written notice to the maker, said principal and interest to be paid on the date and in the manner following:

Payable in 60 consecutive monthly installments of \$1,062.50, including principal and interest commencing on 5/11/2007 and continuing on the 11th day of each month thereafter until balloon date, on which date a BALLOON PAYMENT IN THE AMOUNT OF \$85,000.00 together with any unpaid interest and all other sums due under this note, shall be paid in full. Said installment when so paid shall be applied first to the interest then accrued and the balance thereof to the reduction of the principal.

This note is to be construed and enforced according to the laws of the State of Florida, and is secured by mortgage on real estate of even date herewith.

If default be made in the payment of any of said sums or interest or in the performance of any agreements contained herein or in the said mortgage, and if such default is not made good there will be a 10% per month late fee after 5 days, then, at the option of the holder of the same, the principal sum then remaining unpaid with accrued interest shall immediately become due and collectable without notice, time being of the essence to this contract, and said principal sum and said accrued interest shall both bear interest at the maximum rate per annum allowed by law, from such time until paid.

There will be 18% interest in case of default with a 5% acceleration fee (no prepayment penalty

There will be a 5% prepayment penalty for the duration of the loan.

Each maker and endorser waives presentment, protest, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if counsel shall, after maturity of this note of default, hereunder or under said mortgage, be employed to collect this note or to protect the security thereof.

Documentary Tax has been paid and proper stamps have been affixed to the Mortgage.

Maker's Address:

6328 Mers Ln Pensacola, FL 32526

William Dennis Weis

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