

10-4464-644 2015

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 1700175

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

AFFILIATED TAX CO LLC - 414 US BANK % AFFILIATED TAX CO LL
PO BOX 645040
CINCINNATI, OH 45264-5040,

hold the listed tax certificate and hereby surrender the same to the Tax Collector and make tax deed application thereon:

Account Number	Certificate No.	Date	Legal Description
10-4464-644	2015/6747	06-01-2015	LOT 36 BLK H RUSSELL BAYOU AT INNERARITY ISLAND PHASE II S/D PB 17 P 22 & 22A OR 7168 P 119

I agree to:

- pay any current taxes, if due and
- redeem all outstanding tax certificates plus interest not in my possession, and
- pay all delinquent and omitted taxes, plus interest covering the property.
- 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 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
AFFILIATED TAX CO LLC - 414 US BANK % AFFILIATED
TAX CO LL
PO BOX 645040
CINCINNATI, OH 45264-5040

04-19-2017
Application Date

Applicant's signature



Chris Jones Escambia County Property Appraiser

Real Estate
Search

Tangible Property
Search

Sale
List

Amendment 1/Portability
Calculations

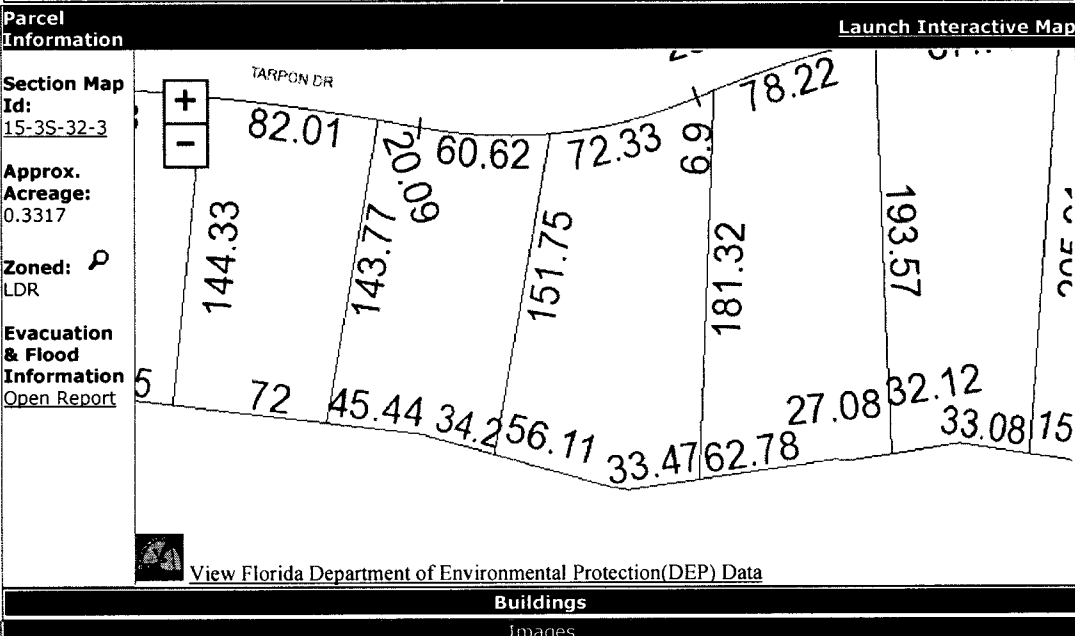
[Back](#)

← Navigate Mode ☒ Account ☐ Reference
→

[Printer Friendly Version](#)

General Information		Assessments				
Reference:	153S323000360008	Year	Land	Imprv	Total	Cap Val
Account:	104464644	2016	\$85,500	\$0	\$85,500	\$85,500
Owners:	PRESTON KEVIN & PRESTON AMANDA	2015	\$108,585	\$0	\$108,585	\$108,585
Mail:	16296 NARWHAL DR PENSACOLA, FL 32507	2014	\$108,585	\$0	\$108,585	\$108,585
Situs:	16207 TARPON DR 32507	Disclaimer				
Use Code:	VACANT RESIDENTIAL	Amendment 1/Portability Calculations				
Taxing Authority:	COUNTY MSTU	★ File for New Homestead Exemption Online				
Tax Inquiry:	Open Tax Inquiry Window					
Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector						

Sales Data						2016 Certified Roll Exemptions	
Sale Date	Book	Page	Value	Type	Official Records (New Window)	None	
08/28/2014	7221	959	\$115,000	WD	View Instr		
04/28/2014	7168	119	\$79,900	WD	View Instr		
12/20/2010	6671	1736	\$100	CT	View Instr		
04/2005	5620	1691	\$525,000	WD	View Instr		
07/2004	5463	299	\$299,900	WD	View Instr		
06/2004	5444	1689	\$189,900	WD	View Instr		
Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller						Legal Description	
						LOT 36 BLK H RUSSELL BAYOU AT INNERARITY ISLAND PHASE II S/D PB 17 P 22 & 22A OR 7221 P 959	
						Extra Features	
						None	





2/10/05

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: 04/27/2017 (tc. 3964)

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

17-308
Redeemed

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 13531

April 25, 2017

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 04-27-1997, through 04-27-2017, and said search reveals the following:

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

Kevin Preston and Amanda Preston, husband and wife

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

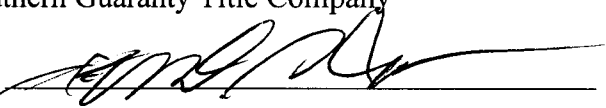
4. Taxes:

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 25, 2017

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 13531

April 25, 2017

Lot 36, Block H, Russell Bayou at Innerarity Island Phase 2, as per plat thereof, recorded in Plat Book 17, Page 22 & 22A, of the Public Records of Escambia County, Florida

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 13531

April 25, 2017

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

1. That certain mortgage executed by Kevin Preston in favor of Branch Banking & Trust Co. dated 08/29/2014 and recorded 09/03/2014 in Official Records Book 7221, page 962 of the public records of Escambia County, Florida, in the original amount of \$71,250.00.
2. Subject to interest of Russell Bayou Homeowners Association.
3. Taxes for the year 2014-2016 delinquent. The assessed value is \$85,500.00. Tax ID 10-4464-644.

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 7-3-2017

TAX ACCOUNT NO.: 10-4464-644

CERTIFICATE NO.: 2015-6747

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.

Kevin Preston
Amanda Preston
16296 Narwhal Dr.
Pensacola, FL 32507

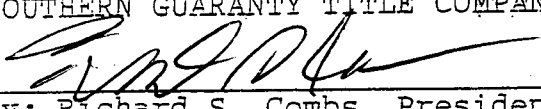
Property address:
16207 Tarpon Dr.
Pensacola, FL 32507

Branch Banking & Trust Company
P.O. Box 1290
Whiteville, NC 28472

Russell Bayou HOA
908 Gardengate Circle
Pensacola, FL 32504

Certified and delivered to Escambia County Tax Collector,
this 26th day of April, 2017.

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.

Corporate Warranty Deed

This Indenture, made, August 29, 2014 A.D.

Between TW Land and Real Estate, Inc., a Georgia corporation whose post office address is: 1127 Pearl Mist Dr SW,
Lilburn, GA 30047 a corporation existing under the laws of the State of Georgia, Grantor and Kevin Preston and Amanda
Preston, husband and wife whose post office address is: 16296 Narwhal Drive, Pensacola, FL 32507, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand
paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the
following described land, situate, lying and being in the County of Escambia, State of Florida, to wit:

LOT 36, BLOCK H, RUSSELL BAYOU AT INNERARITY ISLAND PHASE 2, A
SUBDIVISION OF A PORTION OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 32
WEST, INNERARITY ISLAND, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO
PLAT RECORDED IN PLAT BOOK 17, AT PAGES 22 AND 22A, OF THE PUBLIC
RECORDS OF SAID COUNTY.

Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

Parcel Identification Number: 153S32-3000-360-008

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all
persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer
and caused its corporate seal to be affixed the day and year first above written.

TW Land and Real Estate, Inc., a Georgia corporation

Signed and Sealed in Our Presence:

Michael Murphy
Witness Print Name: Michael Murphy

Amy Chandler
Witness Print Name: Amy Chandler

State of
County of

~~Florida~~ Georgia
~~Escambia~~ DeKalb

By:

Heping Ma
Its: Chief Executive Officer

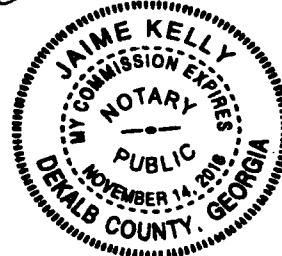


The foregoing instrument was acknowledged before me this 28th day of August, 2014, by Heping Ma, the Chief Executive Officer of TW
Land and Real Estate, Inc., a Georgia corporation A corporation existing under the laws of the State of Georgia, on behalf of the
corporation. He/She is personally known to me or has produced driver's license as identification.

Jaime Kelly
Notary Public
Notary Printed Name: Jaime Kelly
My Commission Expires: 11/14/16

Prepared by:
William E. Farrington, II, an employee of
Wilson, Harrell, Farrington, Ford, et.al., P.A.,
307 South Palafox Street
Pensacola, Florida 32502

File Number: 1-48895



Florida Corporate Deed/Letter

**RESIDENTIAL SALES ABUTTING ROADWAY
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances, Chapter 1-29.2, Article V, requires that this disclosure be attached, along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. NOTE: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the county of the veracity of any disclosure statement.

NAME OF ROADWAY: 16207 Tarpon Drive

LEGAL ADDRESS OF PROPERTY: 16207 Tarpon Drive, Pensacola, Florida 32507

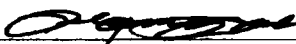
The County (X) has accepted () has not accepted the abutting roadway for maintenance.

This form completed by:

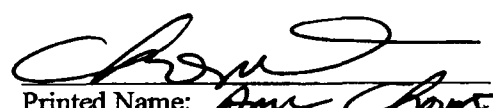
Wilson, Harrell, Farrington, Ford, Wilson, Spain & Parsons P.A.
13020 Sorrento Road
Pensacola, FL 32507

AS TO SELLER(S):

WITNESSES TO SELLER(S):


TW Land and Real Estate, Inc., a Georgia
corporation
By: Heping Ma, Chief Executive Officer


Printed Name: Michael Mendon


Printed Name: Amy Smith

AS TO BUYER(S):

WITNESSES TO BUYER(S):

Kevin Preston

Printed Name: _____

Amanda Preston

Printed Name: _____

This form approved by the
Escambia County Board
of County Commissioners
Effective: 4/15/95

**RESIDENTIAL SALES ABUTTING ROADWAY
MAINTENANCE DISCLOSURE**

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances, Chapter 1-29.2, Article V, requires that this disclosure be attached, along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. NOTE: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the county of the veracity of any disclosure statement.

NAME OF ROADWAY: 16207 Tarpon Drive

LEGAL ADDRESS OF PROPERTY: 16207 Tarpon Drive, Pensacola, Florida 32507

The County (X) has accepted () has not accepted the abutting roadway for maintenance.

This form completed by:

Wilson, Harrell, Farrington, Ford, Wilson, Spain & Parsons P.A.
13020 Sorrento Road
Pensacola, FL 32507

AS TO SELLER(S):

WITNESSES TO SELLER(S):

TW Land and Real Estate, Inc., a Georgia
corporation
By: Heping Ma, Chief Executive Officer

Printed Name: _____

Printed Name: _____

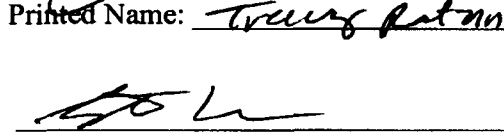
AS TO BUYER(S):

WITNESSES TO BUYER(S):


Kevin Preston


Printed Name: Trevon Patton


Amanda Preston


Printed Name: Steve Kert

This form approved by the
Escambia County Board
of County Commissioners
Effective: 4/15/95

Wilson, Harrell, Farrington, Ford,
Wilson, Spain & Parsons, P.A.
307 South Palafox Street
Pensacola, FL 32502

STATE OF FLORIDA
Prepared by and return to

BB&T

507534750609001916

MORTGAGE OF REAL ESTATE AND SECURITY AGREEMENT

THIS MORTGAGE, made this 29th day of August, 2014, by
KEVIN PRESTON

16296 Narwhal Dr., Pensacola, FL 32507-0000

(hereinafter referred to as "Mortgagor"), and granted and given to BRANCH BANKING AND TRUST COMPANY (hereinafter referred to as "Mortgagee"), a corporation organized and existing under the laws of the State of North Carolina, whose address is BB&T Document Control, P.O. Box 1290, Whiteville, North Carolina 28472.

Whereas, KEVIN PRESTON

(the "Borrower" if not the Mortgagor) is indebted to Mortgagee, as evidenced by a certain promissory note dated the 29th day of August, 2014, executed in favor of Mortgagee in the principal sum of:

SEVENTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS & 00/100 Dollars

(\$ 71,250.00), plus interest thereon, and any renewals, extensions or modifications thereto, the terms of which are incorporated herein by reference. Where used herein, the term "Note" or "Notes" shall be deemed to include the note above described, along with any other notes, additional advance agreements, or other documents now or hereafter evidencing any debt whatsoever incurred by Mortgagor or Borrower and payable to Mortgagee. The final maturity date of the Note is August 28, 2029.

NOW, THEREFORE, in consideration of the premises and One Dollar (\$1.00) in hand paid by Mortgagee, the receipt and sufficiency of which are hereby acknowledged, the Mortgagor does hereby grant, bargain, sell, mortgage, assign and convey unto the Mortgagee the following described real property situated in ESCAMBIA County, State of Florida:

LOT 36, BLOCK H, RUSSELL BAYOU AT INNERARITY ISLAND PHASE 2, A
SUBDIVISION OF A PORTION OF SECTION 15, TOWNSHIP 3 SOUTH, RANGE 32
WEST, INNERARITY ISLAND, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT
RECORDED IN PLAT BOOK 17, AT PAGES 22 AND 22A, OF THE PUBLIC RECORDS OF
SAID COUNTY.

Together with (i) all buildings, improvements, hereditaments, and appurtenances thereunto appertaining, as far as they may now or hereafter during the term of this indenture belong to or be used in connection with the occupancy of any building existing or to be constructed on such property; (ii) all fixtures, equipment and accessions and attachments thereto now or hereafter attached or used in connection with the operation of such property, and all replacements, additions, and betterments to or of any of the foregoing; (iii) all rights in now existing and hereafter arising easements, rights of way, rights of access, water rights and courses, sewer rights and other rights appertaining thereto; (iv) all as-extracted collateral including without limitation all gas, oil and mineral rights of every nature and kind, all timber to be cut and all other rights appertaining thereto; and (v) all leases, rents and profits therefrom. The real property, buildings, improvements, fixtures, equipment, accessions thereto, appurtenances and all replacements and additions thereof and thereto, all leases and rents therefrom, and all other collateral described above are hereinafter collectively referred to as the "Property".

If any of the Property is of a nature such that a security interest therein can be perfected under the Florida Uniform Commercial Code (the "Code"), this indenture shall constitute a security agreement and financing statement, and the Mortgagor hereby authorizes the Mortgagee to complete and to file any UCC Financing Statement and amendment thereof which Mortgagee deems necessary to perfect, renew or continue such security interest under the Code.

This Mortgage is granted and conveyed to secure: (i) prompt payment of the Note(s) and all renewals, extensions, modifications and substitutions thereof; (ii) the performance of all other obligations set forth therein and in any loan agreement or security instrument in connection herewith; (iii) all future advances made to the Mortgagor, or other obligor on the Note(s) if not the Mortgagor, not to exceed the maximum aggregate principal amount of \$ 71,250.00, whether evidenced by the original Note(s) or any subsequent Note(s), notwithstanding whether any such subsequent Note is a part of the transaction governing the Note(s) or is of the same kind or class, provided that each such subsequent Note or other evidence of indebtedness shall reference that it is secured by this Mortgage; (iv) all sums expended by the Mortgagee to protect and preserve the Property, including without limitation all taxes and insurance premium; and (v) all costs of collection of the Note(s), including without limitation all reasonable attorneys' and paralegal fees, court costs, publication fees and related costs.

☐ **Construction Loan.** If this box is marked, this Mortgage is made for the purpose of securing a loan for constructing, improving or adding to a building on the Property or improving the Property, and shall constitute a construction mortgage, as defined in the Code.

TO HAVE AND TO HOLD, all the said Property unto the Mortgagee, its successors and assigns forever.

The Mortgagor covenants that he is lawfully seized of the premises herein above described in fee simple absolute (or such other estate; if any, as is stated hereinbefore), that he has good, right, and lawful authority to sell, convey, or encumber the same, and that the premises are free and clear of all liens and encumbrances whatsoever except as listed in the title opinion or title insurance policy which Mortgagee has obtained in the transaction in which Mortgagee obtained this Mortgage. The Mortgagor further covenants to warrant generally and forever defend title to the premises as herein conveyed unto the Mortgagee, from and against all persons whomsoever lawfully claiming the same or any part thereof.

The Mortgagor (and where more than one, each jointly and severally) covenants and agrees as follows:

1. That if he is a maker or obligor on the Note(s), he will promptly pay the principal of and interest on the indebtedness evidenced by the said Note(s) and any subsequent note or agreement evidencing additional advances, at the time and in the manner therein provided. Mortgagor shall timely pay and perform any obligation, covenant or warranty contained not only in this mortgage but also any other mortgage, or writing which gives rise to, or which may constitute a lien upon any of the Property. Upon request of Mortgagee, Mortgagor promptly shall furnish satisfactory evidence of such payment or performance. Mortgagor shall not enter into, terminate, cancel or amend any material lease or contract affecting the Property or any part thereof without the prior written consent of the Mortgagee.
2. That the lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of or any other modification relating to the indebtedness hereby.
3. That he will pay as they become due all mortgage loan insurance premiums, taxes, assessments, water rates, and other governmental or municipal charges, fines or imposition, assessed against the property hereby mortgaged. If the Mortgagor fails to make any payments provided for in this section or any other payments for taxes, assessments, or the like, the Mortgagee may pay the same, and all sums so paid shall bear interest at the same rate as the principal debt secured hereby (from the date of such advance) and shall be secured by this mortgage.
4. That he will keep the Property in as good order and condition as it is now, reasonable wear and tear excepted, and will not commit or permit any waste thereof.
5. That he will continuously maintain fire, flood and such other hazard insurance as the Mortgagee may require on the improvements which form a part of the Property, now or hereafter constructed on the Property, and will pay promptly when due any premiums on the insurance. If it is determined at any time that any of the Property is located in a flood hazard area as defined in the Flood Disaster Protection Acts of 1973, the Mortgagor shall obtain and maintain flood insurance on Property at Mortgagor's expense for as long as this Mortgage is in effect. Flood insurance coverage shall be in an amount equal to the lesser of (i) the maximum amount secured as set forth herein or (ii) the maximum limit of coverage made available for the particular type of property under applicable law. If the Mortgagor shall fail to procure or maintain hazard or flood insurance coverage in the specified amount for the Property within a reasonable time of receiving notice from Mortgagee of either the requirement or of the lapse of an existing policy, Mortgagee may, but shall not be obligated to, expend for the account of Mortgagor any sums which may be necessary to purchase the required hazard or flood insurance, which shall be fully secured by this Mortgage and which shall accrue interest from the time expended until paid at the rate set forth in the Note(s). Mortgagor shall cause all policies and renewals thereof to be delivered to the Mortgagee. All insurance shall be carried with companies approved by Mortgagee and shall contain a loss payable clause (New York long form) in favor of and in a form acceptable to Mortgagee. In the event of loss, Mortgagor will give immediate written notice to Mortgagee, who may make proof of loss if such is not made promptly by the Mortgagor. Each insurer is hereby authorized and directed to make payment for such loss directly and solely to the Mortgagee, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration of the Property damaged, but Mortgagee shall not be obligated to see to the proper application of any amount paid over to Mortgagor.
6. That he hereby assigns all the rents, issues, and profits of the Property from and after any default hereunder, and should legal proceedings be instituted pursuant to this instrument, then the Mortgagee shall have the right to have appointed a receiver of the rents, issues, and profits, who, after deducting all charges and expenses attending such proceedings and the execution of his trust as receiver, shall apply the residue of the rents, issues, and profits toward the payment of the debt secured hereby. Mortgagor hereby appoints Mortgagee as Mortgagor's attorney-in-fact to collect any rents and profits, with or without suit, and to apply the same, less expenses of collection to any indebtedness owing under the Note(s) in any manner as Mortgagee may desire.
7. That he will pay as they become due the principal and interest on all notes, obligations, contracts or agreements, secured by any mortgage, lien, or security interest having priority over this mortgage as to the Property described herein. If the Mortgagor fails to make any of the payments as provided in this section, Mortgagee may pay the same and add any amounts so paid to the principal debt, and all sums so paid shall bear interest at the same rate as the principal debt secured hereby and shall be secured by this mortgage.
8. Mortgagor for itself, its successors, and assigns represents, warrants and agrees that (a) neither Mortgagor nor any other person has used or installed any Hazardous Material (as hereinafter defined) on the Property or received any notice from any governmental agency, entity or other person with regard to Hazardous Materials on, from or affecting the Property; (b) neither Mortgagor or any other person has violated any applicable Environmental Laws (as hereinafter defined) relating to or affecting the Property; (c) the Property is presently in compliance with all Environmental Laws; there are no circumstances presently existing upon or under the Property, or relating to the Property which may violate any applicable Environmental Laws, and there is not now pending, or threatened, any action, suit, investigation or proceeding against Mortgagor relating to the Property (or against any other party relating to the Property) seeking to enforce any right or remedy under any of the Environmental Laws; (d) the Property shall be kept free of Hazardous Materials, and shall not be used to generate, manufacture, transport, treat, store, handle, dispose, or process Hazardous Materials; (e) Mortgagor shall not cause nor permit the installation of Hazardous Materials in the Property nor a release of Hazardous Material onto or from the Property or suffer the presence of Hazardous Materials on the Property; (f) Mortgagor shall at all times comply with and ensure compliance by all other parties with all applicable Environmental Laws relating to or affecting the Property and shall keep the Property free and clear of any liens imposed pursuant to any applicable Environmental Laws; (g) the Mortgagor has obtained and will at all times continue to obtain and/or maintain all licenses, permits and/or other governmental or regulatory actions necessary to comply with Environmental Laws (the "Permits") and the Mortgagor is in full compliance with the terms and provisions of the Permits and will continue to comply with the terms and provisions of the Permits; (h) Mortgagor shall immediately give the Beneficiary oral and written notice in the event that Mortgagor receives any notice from any governmental agency, entity, or any other party with regard to Hazardous Materials on, from or affecting the Property and shall conduct and complete all investigations, sampling, and testing, and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Property in accordance with all applicable Environmental Laws. The Mortgagor hereby agrees to indemnify the Mortgagee and hold the Mortgagee harmless from and against any and all losses, liabilities, damages, inquiries (including, without limitation, attorneys' fees) and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against Mortgagee for, with respect to, or as a direct or indirect result of (a) the presence, on, or

under, or the escape, spillage, emission or release from the Property of any Hazardous Material regardless of whether or not caused by or within the control of Mortgagor, (b) the violation of any Environmental Laws relating to or affecting the Property, whether or not caused by or within the control of Mortgagor, (c) the failure by Mortgagor to comply fully with the terms and provisions of this paragraph, or (d) any warranty or representation made by Mortgagor in this paragraph being false or untrue in any material respect. For purposes of this Mortgage, "Hazardous Material" means and includes petroleum products, any flammable explosives, radioactive materials, asbestos or any material containing asbestos, and/or any hazardous, toxic or dangerous waste, substance or material defined as such in (or for the purposes of) the Environmental Laws. For the purpose of this Mortgage, "Environmental Laws" means the Comprehensive Environmental Response, Compensation and Liability Act, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, any "Super Fund" or "Super Lien" law, or any other federal, state, or local law, regulation, or decree regulating, relating to, or imposing liability or standards of conduct concerning any petroleum products, any flammable explosives, radioactive materials, asbestos or any material containing asbestos, and/or any hazardous, toxic or dangerous waste, substance or material, as may now or at any time hereafter be in effect. The obligations and liabilities of Mortgagor under this paragraph shall survive the foreclosure of the Mortgage, the delivery of a deed in lieu of foreclosure, the cancellation or release of record of this Mortgage or the payment and cancellation of the Note; or if otherwise expressly permitted in writing by the Mortgagee, the sale or alienation of any part of the Property.

9. Mortgagor shall be in default under this Mortgage upon the occurrence of any of the following.

(a) Default in the payment or performance of any of the obligations, or of any covenant or warranty, in this Mortgage, in the Note(s) or other document executed in connection herewith, or in any other note of Mortgagor or Borrower to Mortgagee or any contract between Mortgagor or Borrower and Mortgagee; or in any contract between any third party and Mortgagee made for the benefit of Mortgagor; or

(b) Any warranty, representation or statement made or furnished to Mortgagee by or on behalf of Mortgagor or Borrower in connection with this transaction proving to have been false in any material respect when made or furnished; or

(c) Loss, theft, substantial damage, destruction to or of the Property, or the assertion or making of any levy, seizure, mechanic's or materialman's lien or attachment thereof or thereon; or

(d) Death, dissolution, termination of existence, insolvency, business failure, appointment of a Receiver for any part of the property of, assignment for the benefit of creditors by, filing of a bankruptcy petition by or against, or the inability to pay debts in the ordinary course of business of the Mortgagor or any co-maker, endorser, guarantor or surety for Mortgagor or Borrower; or

(e) Failure of a corporate Mortgagor or Borrower or any co-maker, endorser, guarantor or surety for Mortgagor or Borrower to maintain its corporate existence in good standing or

(f) Upon the entry of any monetary judgement of the assessment or filing of any tax lien against Mortgagor or Borrower; or upon the issuance of any writ of garnishment or attachment against any property, debts due or rights of Mortgagor or Borrower; or

(g) The sale (including sale by land contract upon delivery of possession), transfer or encumbrance of all or any part of the Property or any interest therein, or any change in the ownership or control of any corporate or partnership Mortgagor or Borrower, without Mortgagee's prior written consent; or

(h) If Mortgagee should otherwise deem itself, its security interest, the Property or the indebtedness evidenced by the Note(s) unsafe or insecure; or should Mortgagee otherwise believe that the prospect of payment or other performance is impaired.

10. It is agreed that the Mortgagor shall hold and enjoy the premises above conveyed until there is a default under this mortgage or in the Note(s) secured hereby. If there is a default in any of the terms, conditions or covenants of this mortgage or of any of the Note(s) secured hereby, then at the option of the Mortgagee, and without prior notice to the Mortgagor, all sums then owing by the Mortgagor or any other obligor on the Note(s) to the Mortgagee shall become immediately due and payable, the Mortgagee may in addition pursue all other rights and remedies available against any Mortgagor or any borrower or other obligor under the Note(s) under applicable provisions of Florida Law and of any other law governing the Note(s). This mortgage shall remain as security for full payment of all indebtedness evidenced by the Note(s) and for performance of any obligation evidenced by the Note(s) or any document executed in connection therewith, notwithstanding the sale or release of any or all of the Property, the assumption by another party of Mortgagor's obligations under the Note(s) or this mortgage, the forbearance or extension of time or payment of the indebtedness evidenced by the Note(s) or any one of same or the release of any party who has assumed or incurred any obligation for the repayment of any indebtedness evidenced by the Note(s) and secured by this mortgage. None of the foregoing shall in any way affect the full force and effect of the lien of this mortgage or impair the Mortgagee's right to any other remedies against the Mortgagor or any other obligors under the Note(s). Any forbearance by the Mortgagee in exercising any right or remedy hereunder or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Mortgagee shall not be a waiver of Mortgagee's right to accelerate maturity of the indebtedness evidenced by the Note(s) secured hereby. Time is of the essence in the payment or performance of any of the obligations, or of any covenant or warranty contained in this mortgage, or in any of the Note(s) or any other document related thereto.

11. Mortgagor understands that upon default hereunder, along with other remedies set out herein and in the above referenced Note(s), the Mortgagee may foreclose upon the mortgaged premises and ask for a deficiency judgement. Mortgagor hereby expressly waives and relinquishes any appraisal rights which Mortgagor may have under Florida Law and understands and agrees that a deficiency judgement, if pursued by Mortgagee, shall be determined by the highest priced bid at the judicial sale of the Property.

12. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Whenever used, the singular number shall be applicable to all genders and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise. The liability of the Mortgagor hereunder shall, if more than one, be joint and several. The designations "corporate", "corporation", and "partnership" include limited liability companies and limited liability partnerships.

IN WITNESS WHEREOF, each Mortgagor has executed under seal this Mortgage the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESS:

If Mortgagor is an Individual:

WITNESS:		
	(SEAL)	
Travis Ratzon		KEVIN PRESTON
(Print Name)		
	(SEAL)	
Steve Kerr		
(Print Name)		
	(SEAL)	
(Print Name)		

Notarization of Acknowledgement in an Individual Capacity

STATE OF FLORIDA

COUNTY OF Eschschbach

The foregoing instrument was acknowledged before me this 29th day of August, 2014, by Kevin Preston.
(Name of Person Acknowledging)

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)



TRACY RATZIN
MY COMMISSION # FF 102720
EXPIRES: April 11, 2018
Serving The South Jersey Shore

Personally Known _____ OR
Produced Identification ✓

Type of Identification Produced FDL

Notarization of Acknowledgement in a Representative Capacity

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ (Name of Person) as _____ (Type of Authority) for _____ (Name of Party on Behalf of Whom Instrument Was Executed).

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of 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 •

May 10, 2017

AFFILIATED TAX CO LLC-414 US BANK

PO BOX 645040

CINCINNATI OH 45264

Dear Certificate Holder:

The records of this office show that an application for a tax deed had been made on the property represented by the numbered certificate listed below. The property redeemed prior to sale; therefore your application fees are now refundable.

TAX CERT	APP FEES	INTEREST	TOTAL
2015 TD 006747	\$450.00	\$6.75	\$456.75

TOTAL \$456.75

Very truly yours,

PAM CHILDERS
Clerk of Circuit Court

By:

Emily Hogg
Tax Deed Division



OTC - Receipt

Your payment has been successfully processed

OTC Receipt Number: 18479685

05/04/2017 11:51 AM

Service Information**Payment Amount**

Amount: \$6011.63

Service Fee: \$210.41

Total: \$6222.04

per telephone call

Credit Card Info

Name on Card: kevin s preston

Card Number: *****1002

There is a non-refundable 3.5% fee per transaction to provide this service.

This service fee is charged by MyFloridaCounty.com.

Your Credit Card Statement will display the vendor name of MyFloridaCounty.com for billing details.

For Information on refunds or for general inquiries, please call customer support on (877) 326 8689.

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



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

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

COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 104464644 Certificate Number: 006747 of 2015

Payor: KEVIN PRESTON 3068 CARRIE TAYLOR CIR CLARKVILLE TN 37043 Date
05/04/2017

Clerk's Check #	1	Clerk's Total	\$470.25
Tax Collector Check #	1	Tax Collector's Total	\$6,048.34
		Postage	\$60.00
		Researcher Copies	\$40.00
		Total Received	\$6,618.59 \$6011.63

PAM CHILDERS
 Clerk of the Circuit Court

Received By
 Deputy Clerk

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

PAM CHILDERS
 CLERK OF THE CIRCUIT COURT
 ARCHIVES AND RECORDS
 CHILDSUPPORT
 CIRCUIT CIVIL
 CIRCUIT CRIMINAL
 COUNTY CIVIL
 COUNTY CRIMINAL
 DOMESTIC RELATIONS
 FAMILY LAW
 JURY ASSEMBLY
 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 006747

Redeemed Date 05/04/2017

Name KEVIN PRESTON 3068 CARRIE TAYLOR CIR CLARKVILLE TN 37043

Clerk's Total = TAXDEED	\$470.25
Due Tax Collector = TAXDEED	\$6,048.34
Postage = TD2	\$60.00
ResearcherCopies = TD6	\$40.00

\$6011.63

• 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: 104464644 Certificate Number: 006747 of 2015

Redemption ☐ Yes ☒ No Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 07/03/2017	Redemption Date 05/04/2017
Months	3	1
Tax Collector	\$5,781.90	\$5,781.90
Tax Collector Interest	\$260.19	\$86.73
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$6,048.34	\$5,874.88 <i>TC</i>
Clerk Fee	\$130.00	\$130.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$200.00	\$200.00
App. Fee Interest	\$20.25	\$6.75
Total Clerk	\$470.25	\$456.75 <i>CH</i>
Postage	\$60.00	\$0.00
Researcher Copies	\$40.00	\$0.00
Total Redemption Amount	\$6,618.59	\$6,331.63
	Repayment Overpayment Refund Amount	\$286.96

Notes