

17-347

Tax Collector's Certification

CTY-513

Tax Deed Application Number
1700136

Date of Tax Deed Application
Apr 18, 2017

This is to certify that **BRISINGER FUND 1, LLC**

BRISINGER FUND 1, LLC, holder of **Tax Sale Certificate Number 2015 / 8504**, 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: **12-3009-100**

Cert Holder:

BRISINGER FUND 1, LLC
BRISINGER FUND 1, LLC
1338 S FOOTHILL DRIVE #129SALT LAKE CITY, UT
84108

Property Owner:

MCCULLOUGH CHARLES A &
MCCULLOUGH BARBARA
3630 W HWY 4
CENTURY, FL 32535

BEG AT NW COR OF SE 1/4 OF SE 1/4 E 840 FT FOR POB E 105
FT S 420 FT TO HWY 4 W ALG HWY 105 FT N 420 FT TO POB OR 6468
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
2015/8504	12-3009-100	06/01/2015	498.87	24.94	523.81

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
2016/7810	12-3009-100	06/01/2016	556.84	6.25	91.88	654.97

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

1,178.78
0.00
551.77
200.00
175.00

2,105.55

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

Total Amount Paid

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

6.25

Done this 26th day of April, 2017 Scott Lunsford, Tax Collector of Escambia County, County

Date of Sale:

8/17/17

By

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

12-3009-100 2015

BEG AT NW COR OF SE 1/4 OF SE 1/4 E 840 FT FOR POB E 105 FT S 420 FT TO HWY 4 W ALG HWY 105 FT N 420 FT TO POB OR 6468
P 1173

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 1700136

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,
BRISINGER FUND 1, LLC
BRISINGER FUND 1, LLC
1338 S FOOTHILL DRIVE #129
SALT LAKE CITY, UT 84108,

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
12-3009-100	2015/8504	06-01-2015	BEG AT NW COR OF SE 1/4 OF SE 1/4 E 840 FT FOR POB E 105 FT S 420 FT TO HWY 4 W ALG HWY 105 FT N 420 FT TO POB OR 6468 P 1173

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
BRISINGER FUND 1, LLC
BRISINGER FUND 1, LLC
1338 S FOOTHILL DRIVE #129
SALT LAKE CITY, UT 84108

04-18-2017
Application Date

Applicant's signature

MH FLOOR FINISH-CARPET
MH FLOOR SYSTEM-TYPICAL
MH HEAT/AIR-HEAT & AIR
MH INTERIOR
FINISH-DRYWALL/PLASTER
MH MILLWORK-TYPICAL
MH ROOF COVER-METAL
MH ROOF FRAMING-GABLE HIP
MH STRUCTURAL FRAME-TYPICAL
NO. PLUMBING FIXTURES-7
NO. STORIES-1
STORY HEIGHT-0

 Areas - 1488 Total SF
BASE AREA - 1488

31

BAS

31

Images

48

None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

Last Updated:05/04/2017 (tc.17386)

17-347

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.: 13572

May 3, 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 05-03-1997, through 05-03-2017, and said search reveals the following:

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

Charles A. McCullough and Barbara McCullough, 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: 

May 3, 2017

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 13572

May 3, 2017

125N324401008002 - Full Legal Description

BEG AT NW COR OF SE 1/4 OF SE 1/4 E 840 FT FOR POB E 105 FT S 420 FT TO HWY 4 W ALG HWY 105 FT N
420 FT TO POB OR 6468 P 1173

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 13572

May 3, 2017

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

1. That certain mortgage executed by Charles A. McCullough and Barbara McCullough, husband and wife in favor of The First National Bank & Trust dated 06/05/2009 and recorded 06/05/2009 in Official Records Book 6468, page 1176 of the public records of Escambia County, Florida, in the original amount of \$24,399.04.
2. Taxes for the year 2014-2016 delinquent. The assessed value is \$28,160.00. Tax ID 12-3009-100.

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: 8-7-2017

TAX ACCOUNT NO.: 12-3009-100

CERTIFICATE NO.: 2015-8504

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

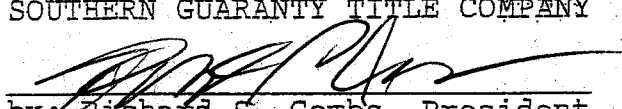
 X Homestead for tax year.

Charles A. McCullough
Barbara McCullough
3630 West Hwy. 4
Century, FL 32535

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

Certified and delivered to Escambia County Tax Collector,
this 3rd day of May, 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.

8

THIS INSTRUMENT PREPARED BY:

Jennifer Gantt
Partnership Title Company, LLC
1015 North 12th Avenue
Pensacola, FL 32501

FILE NO: 09FL-331
DOC: \$ 27.00
REC: 195.30
TOTAL: \$ 222.30

WARRANTY DEED

TAX ID #125N32-4401-008-002

STATE OF FLORIDA
COUNTY OF ESCAMBIA

KNOW ALL MEN BY THESE PRESENTS: That Susan Jane Parham, an unmarried widow, Grantor*, Address: 939 Bridle Place, Rockledge, FL 32955, for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt of which is hereby acknowledged has bargained, sold, conveyed and granted unto Charles A. McCullough and Barbara McCullough, husband and wife, Grantee*, Address: 3630 West Highway 4, Century, FL 32535, grantee's heirs, executors, administrators and assigns, forever, the following described property, situate, lying and being in the County of Escambia, State of Florida, to wit:

SEE ATTACHED EXHIBIT "A" FOR LEGAL DESCRIPTION

Subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to oil, gas and mineral reservations of record.

Said grantor does fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

*Wherever used herein, the term "grantee/grantor" shall include the heirs, personal representatives, successors and/or assigns of the respective parties hereto, the use of singular member shall include the plural, and the plural the singular, the use of any gender shall include the genders.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal on June 1st, 2009


Susan Jane Parham

Signed, sealed and delivered
in the presence of:

Witness Sign: 

Witness Print Name: Janet Pasqualino

Witness Sign: 

Witness Print Name: Barbara A. Fisher

STATE OF FLORIDA
COUNTY OF Escambia

THE FOREGOING INSTRUMENT was acknowledged before me this 1st day of June, 2009 by Susan Jane Parham, an unmarried widow, who has produced her drivers licenses as identification, and who did take an oath.

My Commission expires:

(Notary Seal)


Notary Public
Serial Number

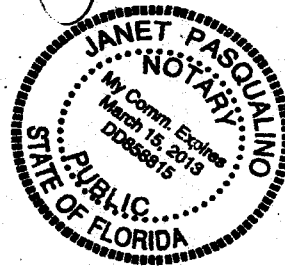


EXHIBIT A

Begin at the Northeast corner of the Southeast quarter of the Southeast quarter of Section 12, Township 5 North, Range 32 West, Escambia County, Florida; thence run East eight hundred forty (840) feet for P.O.B.; thence continue East one hundred five (105) feet; thence South four hundred twenty (420) feet to Hwy #4; thence West along highway, one hundred five (105) feet; thence North four hundred twenty (420) feet to P.O.B.

Residential Sales
Abutting Roadway
Maintenance Disclosure

File No. 09FL-331

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, and, if not, what person or entity will be responsible for maintenance. 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 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 of 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: Highway 4
Legal Address of Property: 3630 West Highway 4, Century, FL 32535

The County () has accepted (x) has not accepted the abutting roadway for maintenance*
*state

This form completed by: Partnership Title Company, LLC
1015 North 12th Avenue
Pensacola, FL 32501

As to Seller(s):

* Susan Jane Parham
Seller's Name: Susan Jane Parham

Seller's Name: _____

Seller's Name: _____

Seller's Name: _____

* Witness Sign: _____

Witness Name: Barbara A. Fisher
(Print)

* Witness Sign: _____

Witness Name: Barbara A. Fisher
(Print)

Witness Name: _____

Witness Name: _____

As to Buyer(s):

Charles A. McGillough
Buyer's Name: Charles A. McGillough

Barbara McGillough
Buyer's Name: Barbara McGillough

Buyer's Name: _____

Buyer's Name: _____

Witness Name: Jennifer Gantt

Witness Name: Carol D. Eubanks

Witness Name: _____

Witness Name: _____

THIS FORM APPROVED BY THE
ESCAMBIA COUNTY BOARD
OF COUNTY COMMISSIONERS
Effective 4/15/95

This document was prepared by MAEGAN ROBINSON

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

State of Florida

Space Above This Line For Recording Data

MORTGAGE
(With Future Advance Clause)

1. **DATE AND PARTIES.** The date of this Mortgage (Security Instrument) is 06-05-2009 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR:

CHARLES A. MCCULLOUGH AND BARBARA MCCULLOUGH, HUSBAND AND WIFE
4651 W HWY 4
CENTURY, FL 32535-0000

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

LENDER:

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

2. **CONVEYANCE.** For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:
REFER TO EXHIBIT "A"
SUBJECT PROPERTY IS NOT THE HOMESTEAD OF THE MORTGAGORS.

The property is located in ESCAMBIA at 3630 W HWY 4
(County)
CENTURY, Florida 32535
(Address) (City) (ZIP Code)

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

3. **SECURED DEBT AND FUTURE ADVANCES.** The term "Secured Debt" is defined as follows:
- A. The initial indebtedness secured by this Security Instrument is the debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.) LOAN # 904318800 IN THE NAMES OF CHARLES A. AND BARBARA MCCULLOUGH IN THE AMOUNT OF \$24,399.04 WITH AN ORIGINAL MATURITY DATE OF 06/05/2014 WITH AN INTEREST RATE OF 8.87% INCLUDING ALL EXTENSIONS, RENEWALS, AND MODIFICATIONS UNDER THE SAME OR A DIFFERENT LOAN NUMBER THEREOF.
- B. All future advances made within 20 years from the date of this Security Instrument from Lender to Mortgagor or other future obligations of Mortgagor to Lender pursuant to section 4 of this Security Instrument under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other

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

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

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

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

4. **MAXIMUM OBLIGATION LIMIT; FUTURE ADVANCES.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 24,398.04..... This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.
5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.
6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.
7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:
 - A. To make all payments when due and to perform or comply with all covenants.
 - B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.
 - C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.
8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.
9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.
10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

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

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

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

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

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

Mortgagor represents, warrants and agrees that:

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

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

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

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

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

Charles A. McCullough 6/5/09 *Barbara McCullough* 6/5/09
 (Signature) CHARLES A. MCCULLOUGH (Date) (Signature) BARBARA MCCULLOUGH (Date)

Betty L. Sawyer
 (Witness) Betty L. Sawyer

Betty L. Sawyer
 (Witness) Betty L. Sawyer

ACKNOWLEDGMENT:

STATE OF ALABAMA, COUNTY OF ESCAMBIA } ss.
 (Individual) This instrument was acknowledged before me this 5TH day of JUNE, 2009
 by CHARLES A. MCCULLOUGH; BARBARA MCCULLOUGH, HUSBAND AND WIFE
 who is personally known to me or who has produced as identification.
 My commission expires:
 My Commission Expires Oct. 5, 2011 *Margaret Robinson*
 (Notary Public)

EXHIBIT A

Begin at the Northeast corner of the Southeast quarter of the Southeast quarter of Section 12, Township 6 North, Range 32 West, Escambia County, Florida; thence run East eight hundred forty (840) feet for P.O.B.; thence continue East one hundred five (105) feet; thence South four hundred twenty (420) feet to Hwy #4; thence West along highway, one hundred five (105) feet; thence North four hundred twenty (420) feet to P.O.B.

SIGNED FOR IDENTIFICATION:

Charles A. McCullough
CHARLES A. MCCULLOUGH

Barbara McCullough
BARBARA MCCULLOUGH

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

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

CERTIFICATE # 08504 of 2015

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on June 22, 2017, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

CHARLES A MCCULLOUGH 3630 W HWY 4 CENTURY, FL 32535	BARBARA MCCULLOUGH 3630 W HWY 4 CENTURY, FL 32535
THE FIRST NATIONAL BANK & TRUST PO BOX 27 ATMORE AL 36504	CHARLES A MCCULLOUGH 4651 W HWY 4 CENTURY FL 32535
BARBARA MCCULLOUGH 4651 W HWY 4 CENTURY FL 32535	

WITNESS my official seal this 22th day of June 2017.



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 August 7, 2017, 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 **BRISINGER FUND 1 LLC** holder of **Tax Certificate No. 08504**, issued the **1st** day of **June, A.D., 2015** 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:

BEG AT NW COR OF SE 1/4 OF SE 1/4 E 840 FT FOR POB E 105 FT S 420 FT TO HWY 4 W ALG HWY 105 FT N 420 FT TO POB OR 6468 P 1173

SECTION 12, TOWNSHIP 5 N, RANGE 32 W

TAX ACCOUNT NUMBER 123009100 (17-347)

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

CHARLES A MCCULLOUGH and BARBARA MCCULLOUGH

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 **first** Monday in the month of August, which is the **7th** day of **August 2017**.

Dated this 22nd day of June 2017.

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.



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

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Post Property:

3630 W HIGHWAY 4 32535



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

By:
Emily Hogg
Deputy Clerk

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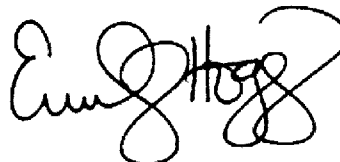
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Personal Services:

CHARLES A MCCULLOUGH
3630 W HWY 4
CENTURY, FL 32535

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By: 
Emily Hogg
Deputy Clerk

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Personal Services:

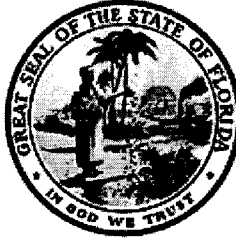
BARBARA MCCULLOUGH
3630 W HWY 4
CENTURY, FL 32535

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By: 
Emily Hogg
Deputy Clerk

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**

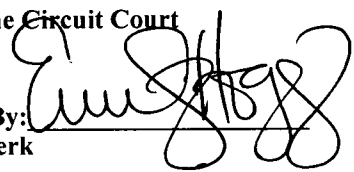
CLERK TO THE BOARD OF
COUNTY COMMISSIONERS
OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 123009100 Certificate Number: 008504 of 2015**

Payor: FIRST NATIONAL BANK & TRUST PO BOX 27 ATMORE AL 36504 Date 07/05/2017

Clerk's Check #	9046	Clerk's Total	\$477.00
Tax Collector Check #	1	Tax Collector's Total	\$2,238.13
		Postage	\$26.30
		Researcher Copies	\$8.00
		Total Received	\$2,749.43

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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 MIS
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 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 008504

Redeemed Date 07/05/2017

Name FIRST NATIONAL BANK & TRUST PO BOX 27 ATMORE AL 36504

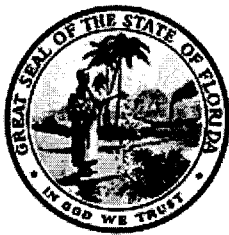
Clerk's Total = TAXDEED	\$477.00
Due Tax Collector = TAXDEED	\$2,238.13
Postage = TD2	\$26.30
ResearcherCopies = TD6	\$8.00

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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FINANCIAL SUMMARY

No Information Available - See Dockets



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 123009100 Certificate Number: 008504 of 2015

Redemption ☐ Yes ☒ No
 Application Date
 Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="08/07/2017"/>	Redemption Date <input type="text" value="07/05/2017"/>
Months	4	3
Tax Collector	<input type="text" value="\$2,105.55"/>	<input type="text" value="\$2,105.55"/>
Tax Collector Interest	\$126.33	\$94.75
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$2,238.13	<input type="text" value="\$2,206.55"/> 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	\$27.00	<input type="text" value="\$20.25"/>
Total Clerk	\$477.00	<input type="text" value="\$470.25"/> CH
Postage	<input type="text" value="\$26.30"/>	<input type="text" value="\$26.30"/>
Researcher Copies	<input type="text" value="\$8.00"/>	<input type="text" value="\$8.00"/>
Total Redemption Amount	\$2,749.43	\$2,711.10
	Repayment Overpayment Refund Amount	<input type="text" value="\$38.33"/> redeemer

Notes

CHARLES A MCCULLOUGH [17-347]
3630 W HWY 4
CENTURY, FL 32535

9171 9690 0935 0129 1083 49

BARBARA MCCULLOUGH [17-347]
3630 W HWY 4
CENTURY, FL 32535

9171 9690 0935 0129 1083 32

THE FIRST NATIONAL BANK &
TRUST [17-347]
PO BOX 27
ATMORE AL 36504

9171 9690 0935 0129 1083 25

CHARLES A MCCULLOUGH [17-347]
4651 W HWY 4
CENTURY FL 32535

9171 9690 0935 0129 1083 18

BARBARA MCCULLOUGH [17-347]
4651 W HWY 4
CENTURY FL 32535

9171 9690 0935 0129 1083 01

Created



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 10, 2017

FIRST NATIONAL BANK & TRUST
PO BOX 27
ATMORE AL 36504

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 008504

\$38.33

TOTAL \$38.33

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 10, 2017

BRISINGER FUND 1 LLC
1338 S FOOTHILL DRIVE #129
SALT LAKE CITY UT 84108

Dear Certificate Holder:

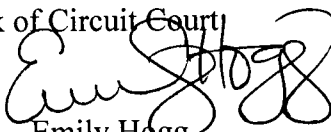
The records of this office show that an application for a tax deed had been made on the property represented by the numbered certificate listed below. The property redeemed prior to sale; therefore your application fees are now refundable.

TAX CERT	APP FEES	INTEREST	TOTAL
2015 TD 008504	\$450.00	\$20.25	\$470.25
2015 TD 006489	\$450.00	\$20.25	\$470.25

TOTAL \$940.50

Very truly yours,

PAM CHILDERS
Clerk of Circuit Court

By: 
Emily Hogg
Tax Deed Division

ESCAMBIA COUNTY SHERIFF'S OFFICE
ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE

17- 347
Redeemed

Document Number: ECSO17CIV031735NON

Agency Number: 17-009323

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT NO 08504 2015

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE: CHARLES A MCCULLOUGH AND BARBARA MCCULLOUGH

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 6/22/2017 at 2:00 PM and served same at 6:35 AM on 6/27/2017 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY , the within named, to wit: , .

POSTED TO PROPERTY AS INSTRUCTED BY THE CLERK'S OFFICE

DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By: _____

A. Hardin 928

A. HARDIN, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: LCMITCHE

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Post Property:

3630 W HIGHWAY 4 32535



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

By:
Emily Hogg
Deputy Clerk

ESCAMBIA COUNTY SHERIFF'S OFFICE
ESCAMBIA COUNTY, FLORIDA

Redeemed
17-347

NON-ENFORCEABLE RETURN OF SERVICE

Document Number: ECSO17CIV031669NON

Agency Number: 17-009382

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT # 08504 2015

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE CHARLES A MCCULLOUGH AND BARBARA MCCULLOUGH

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

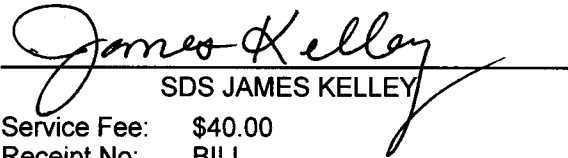
Non-Executed

Received this Writ on 6/22/2017 at 2:03 PM and after a diligent search in ESCAMBIA COUNTY, FLORIDA for BARBARA MCCULLOUGH , Writ was returned to court UNEXECUTED on 6/27/2017 for the following reason:

PER DAUGHTER, SUBJECT IS DECEASED.

DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By:


SDS JAMES KELLEY

Service Fee: \$40.00
Receipt No: BILL

Printed By: NDSCHERER

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 August 7, 2017, 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 **BRISINGER FUND 1 LLC** holder of **Tax Certificate No. 08504**, issued the **1st day of June, A.D., 2015** 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:

BEG AT NW COR OF SE 1/4 OF SE 1/4 E 840 FT FOR POB E 105 FT S 420 FT TO HWY 4 W ALG HWY 105 FT N 420 FT TO POB OR 6468 P 1173

SECTION 12, TOWNSHIP 5 N, RANGE 32 W

TAX ACCOUNT NUMBER 123009100 (17-347)

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

CHARLES A MCCULLOUGH and BARBARA MCCULLOUGH

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 **first Monday** in the month of August, which is the **7th day of August 2017**.

Dated this 22nd day of June 2017.

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.

Personal Services:

BARBARA MCCULLOUGH
3630 W HWY 4
CENTURY, FL 32535

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By:
Emily Hogg
Deputy Clerk

RECEIVED
JUN 22 2 03

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Personal Services:

BARBARA MCCULLOUGH
3630 W HWY 4
CENTURY, FL 32535

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By:
Emily Hogg
Deputy Clerk

ESCAMBIA COUNTY SHERIFF'S OFFICE
ESCAMBIA COUNTY, FLORIDA

Redeemed
17-317

NON-ENFORCEABLE RETURN OF SERVICE

Document Number: ECSO17CIV031667NON

Agency Number: 17-009381

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT #08504 2015

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE CHARLES A MCCULLOUGH AND BARBARA MCCULLOUGH

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Individual

Received this Writ on 6/22/2017 at 2:03 PM and served same on CHARLES A MCCULLOUGH , at 9:15 AM on 7/8/2017 in ESCAMBIA COUNTY, FLORIDA, by delivering a true copy of this Writ together with a copy of the initial pleadings, if any, with the date and hour of service endorsed thereon by me.

DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By:

 240

DEP BRENT ATES

Service Fee: \$40.00

Receipt No: BILL

Printed By: DLRUPERT

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Personal Services:

CHARLES A MCCULLOUGH
3630 W HWY 4
CENTURY, FL 32535

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By:
Emily Hogg
Deputy Clerk

2017 JUN 22 2:03 RECEIVED

THE SUMMATION WEEKLY

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

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PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

4WR7/5-7/26TD

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 2015 TD 08504 in the Escambia County Court was published in said newspaper in and was printed and released on July 5th, 12th, 19th, and 26th, 2017.

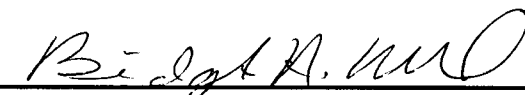
Affiant further says that the said Summation Weekly is a newspaper published at Pensacola, in said Escambia & Santa Rosa Counties, Florida, and that the said newspaper has heretofore been continuously published in said Escambia & Santa Rosa Counties, Florida each week and has been entered as second class 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, PUBLISHER

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, Bridget A. Roberts, this 27th day of July 2017, by Malcolm G. Ballinger, who is personally known to me.

X 

BRIDGET A. ROBERTS, NOTARY PUBLIC



Bridget A. Roberts
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG023500
Expires 8/22/2020