Tax Collector's Certification

CTY-513

Tax Deed Application Number

1800205

Date of Tax Deed Application Apr 25, 2018

This is to certify that ATCF II FLORIDA-A, LLC, holder of Tax Sale Certificate Number 2016 / 4753, Issued the 1st Day of June, 2016 and which encumbers the following described property in the county of Escambia County, State of Florida, to wit: 09-2018-315

Cert Holder: ATCF II FLORIDA-A, LLC PO BOX 54972 NEW ORLEANS, LA 70154 Property Owner: **HEGMAN JAMES E 6222 FOUNDING DR** KATY, TX 77449-4259

BEG AT NE COR OF LT 1 SAUFLEY EST PB 10 P 16 N 20 DEG 29 MIN 19 SEC E ALG W R/W LI OF WYNDOTTE RD (6 (Full legal attached.)

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid, or if the certificate is held by the County, all appropriate fees have been deposited

Certificates owned by applicant and filed in connection with this application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Interest	, Total
2016/4753	09-2018-315	06/01/2016	1,232.84	61.64	1,294.48

Certificates redeemed by applicant or included (County) in connection with this tax deed application:

Certificate Year/Number	Account Number	Sale Date	Face Amount of Certificate	Tax Collector's Fee	Interest	Total
2017/4665	09-2018-315	06/01/2017	1 237 42	6.25	61.87	1.305.54

2017/4665	09-2018-315	06/01/2017	1,237.42	6.25	61.87 1,305.54
Amounts Certified by	Tax Collector (Lines 1-7):				Total Amount Paid
1. Total of all Certificate	es in Applicant's Possession and C	ost of the Certificates	Redeemed by Applicar	nt	2,600.02
	axes Paid by Tax Deed Applicant				0.00
3. Total of Current Taxe	s Paid by Tax Deed Applicant				1,141.46
4. Ownership and Encur	mbrance Report Fee				200.00
5. Tax Deed Application	ı Fee				175.00
6. Total Interest Accrued	i by Tax Collector Pursuant to Sec	tion 197.542, F.S.			
7. Total (Lines 1 - 6)					4,116.48
Amounts Certified by	Clerk of Court (Lines 8-15):				Total Amount Paid
Clerk of Court Statuto Clerk of Court Certific	ory Fee for Processing Tax Deed				
10. Clerk of Court Adve	<u> </u>				
	rding Fee for Certificate of Notice				
12. Sheriff's Fee			***************************************		
13. Interest Computed by	y Clerk of Court Pursuant to Section	on 197.542, F.S.			
14. Total (Lines 8 - 13)					
15. One-half Assessed V	alue of Homestead Property, if Ap	plicable per F.S.			
16. Other Outstanding C If Applicable Per Flo	ertificates and Delinquent Taxes Norida Statutes	Not Included in this Ap	pplication,		
17. Statutory (Opening)	Bid; Total of Lines 7, 14, 15 (if ap	plicable) and 16 (if ap	plicable)		
18. Redemption Fee					6.25
19. Total Amount to Rec	deem				

Done this the 1st day of May, 2018 Scott Lunsford, Tax Collector of Escambia County

Date of Sale: October 1, 2018

By Mull M. Carwin M. Carw 09-2018-315

BEG AT NE COR OF LT 1 SAUFLEY EST PB 10 P 16 N 20 DEG 29 MIN 19 SEC E ALG W R/W LI OF WYNDOTTE RD (6 6 FT R/W) 350 FT FOR POB N 69 DEG 31 MIN 18 SEC W 274 70/100 FT TO W LI OF LT 3 N 20 DEG 39 MIN 19 S EC E 100 FT S 69 DEG 31 MIN 18 SEC E 274 41/100 FT TO W R/W OF RD S 20 DEG 29 MIN 19 SEC W 100 FT TO POB OR 5617 P 1146 LESS MINERAL RIGHTS

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512 R. 12/16

Application Number: 1800205

To: Tax Collector of ES	SCAMBIA COUNTY	, Florida	
I, ATCF II FLORIDA-A, LLC PO BOX 54972 NEW ORLEANS, LA 70154 hold the listed tax certificate	·	e same to the Tax	Collector and make tax deed application thereon:
Account Number	Certificate No.	Date	Legal Description
09-2018-315	2016/4753	06-01-2016	BEG AT NE COR OF LT 1 SAUFLEY EST PB 10 P 16 N 20 DEG 29 MIN 19 SEC E ALG W R/W LI OF WYNDOTTE RD (6 6 FT R/W) 350 FT FOR POB N 69 DEG 31 MIN 18 SEC W 274 70/100 FT TO W LI OF LT 3 N 20 DEG 39 MIN 19 S EC E 100 FT S 69 DEG 31 MIN 18 SEC E 274 41/100 FT TO W R/W OF RD S 20 DEG 29 MIN 19 SEC W 100 FT TO POB OR 5617 P 1146 LESS MINERAL RIGHTS
I agree to: • pay any current ta	xes, if due and		
 redeem all outstar 	nding tax certificates plus i	nterest not in my p	possession, and
	and omitted taxes, plus in		
 pay all Tax Collect and Sheriff's costs 	or's fees, ownership and e , if applicable.	ncumbrance repor	t costs, Clerk of the Court costs, charges and fees
Attached is the tax sale cert which are in my possession	tificate on which this applic	ation is based and	all other certificates of the same legal description
Electronic signature on file ATCF II FLORIDA-A, LLC PO BOX 54972 NEW ORLEANS, LA 701			
			<u>04-25-2018</u> Application Date
Applica	ant's signature		



Chris Jones Escambia County Property Appraiser

Real Estate Search Tangible Property Search Sale

Amendment 1/Portability Calculations

Back

Navigate Mode

Account OReference

Printer Friendly Version

General Information Reference:

401S311104002240 092018315

Account: Owners:

HEGMAN JAMES E

Mail:

6222 FOUNDING DR KATY, TX 77449-4259

Situs: Use Code: 6377 WYNDOTTE RD 32526 SINGLE FAMILY RESID

Taxing

COUNTY MSTU

Authority: Schools

BELLVIEW/BELLVIEW/PINE

(Elem/Int/High): FOREST

Tax Inquiry:

Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector

Assess	ments			
Year	Land	Imprv	Total	Cap Val
2017	\$14,963	\$53,642	\$68,605	\$68,605
2016	\$14,963	\$51,946	\$66,909	\$66,909
2015	\$14,963	\$52,606	\$67,569	\$67,569
	, .,			

<u>Disclaimer</u>

Amendment 1/Portability Calculations

> File for New Homestead Exemption Online

Sales Data

Sale Book Page Value Type Official Records (New Window)

04/2005 5617 1146 \$97,500 WD <u>View Instr</u> 03/2001 4684 150 \$47,900 WD <u>View Instr</u> 06/1979 1340 474 \$26,400 WD <u>View Instr</u>

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

2017 Certified Roll Exemptions

None

Legal Description

BEG AT NE COR OF LT 1 SAUFLEY EST PB 10 P 16 N 20 DEG 29 MIN 19 SEC E ALG W R/W LI OF WYNDOTTE RD (66 FT R/W) 350...

Extra Features

None

Parcel Information

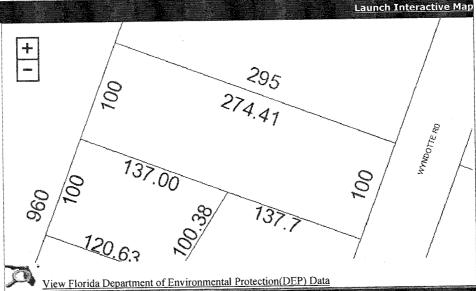
Section Map

Id: 40-1S-31-1

Approx. Acreage: 0.6300

Zoned: P

Evacuation & Flood Information Open Report

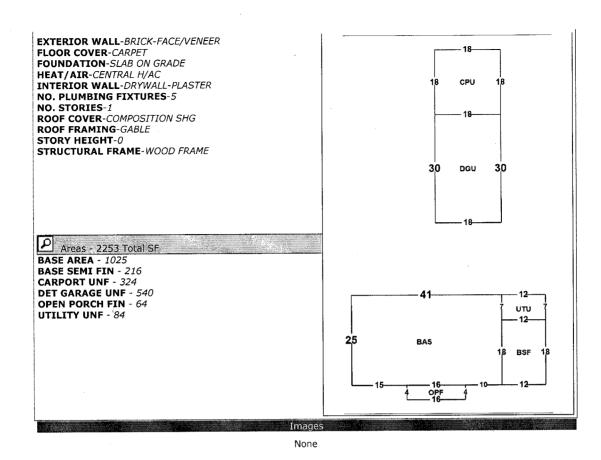


Buildings

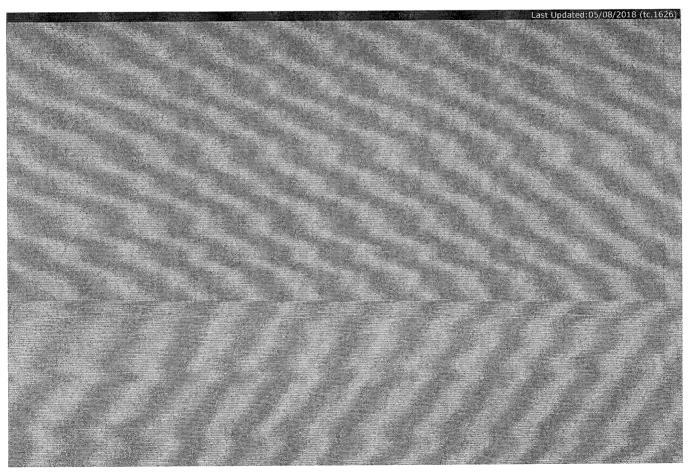
Address:6377 WYNDOTTE RD, Year Built: 1979, Effective Year: 1979

Structural Elements

DECOR/MILLWORK-AVERAGE DWELLING UNITS-1



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.



Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B Pensacola, Florida 32503

Telephone: 850-478-8121 Facsimile: 850-476-1437

PROPERTY INFORMATION REPORT

File No.: 14456 July 5, 2018

Escambia County Tax Collector P.O. Box 1312 Pensacola, Florida 32591

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 07-05-1998, through 07-05-2018, and said search reveals the following:

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

James E. Hegman

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

This report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipients(s) of the property information report.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

By: Toll Min

July 5, 2018

PROPERTY INFORMATION REPORT LEGAL DESCRIPTION

File No.: 14456 July 5, 2018

401S311104002240 - Full Legal Description

BEG AT NE COR OF LT 1 SAUFLEY EST PB 10 P 16 N 20 DEG 29 MIN 19 SEC E ALG W R/W LI OF WYNDOTTE RD (66 FT R/W) 350 FT FOR POB N 69 DEG 31 MIN 18 SEC W 274 70/100 FT TO W LI OF LT 3 N 20 DEG 39 MIN 19 SEC E 100 FT S 69 DEG 31 MIN 18 SEC E 274 41/100 FT TO W R/W OF RD S 20 DEG 29 MIN 19 SEC W 100 FT TO POB OR 5617 P 1146 LESS MINERAL RIGHTS

PROPERTY INFORMATION REPORT CONTINUATION PAGE

File No.: 14456 July 5, 2018

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

- 1. That certain mortgage executed by James E. Hegman in favor of U.S.Small Business Administration dated 03/16/2005 and recorded 04/14/2005 in Official Records Book 5617, page 1150 of the public records of Escambia County, Florida, in the original amount of \$99,300.00.
- 2. Taxes for the year 2015-2017 delinquent. The assessed value is \$68,605.00. Tax ID 09-2018-315.

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: 10-1-2018 TAX ACCOUNT NO.: 09-2018-315 CERTIFICATE NO.: 2016-4753 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. NO YES _____X Notify City of Pensacola, P.O. Box 12910, 32521 X Notify Escambia County, 190 Governmental Center, 32502 _x Homestead for ____ tax year. James E. Hegman 6222 Founding Dr. Katy, TX 77449 and 6377 Wyndotte Rd. Pensacola, FL 32526 U.S. Small Business Administration 801 Tom Martin Dr., Ste 120 Birmingham, AL 35211 Certified and delivered to Escambia County Tax Collector, this 9th day of July , 2018. SOUTHERN GUARANTY TITLE COMPANY

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

Return to:

Carol Eubanks

Name:

Southland Acquire Land Title, LLC

1120 North 12th Avenue

Pensacola, Florida 32501

This Instrument Prepared:
Carol Eubanks
Southland Acquire Land Title, LLC
1120 North 12th Avenue
Pensacola, Florida 32501
as a necessary incident to the fulfillment of conditions
contained in a title insurance commitment issued by it.

Property Appraisers Parcel I.D. (Folio) Number(s): 40-1S-31-1104-002-240 Grantee(s) S.S.#(s): File No:3012817

WARRANTY DEED

This Warranty Deed Made the OSTA day of March, 2005, by Michael A. Barker, a single man,, hereinafter called the grantor, whose post office address is: 1866 East Wheat Loop, Yuma, Arizona 85365

to James 4. Hegman, a single man, whose post office address is: 6377 Wyndotte Road, Pensacola, Florida 32526, hereinaster called the grantee,

WITNESSETH: That said grantor, for and in consideration of the sum of \$10.00 Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

Commencing at the NE corner of Lot 1 of Saufley Estates Subdivision, according to Plat recorded in Plat Book 10 at Page 16 of the public records of Escambia County, Florida; thence N20°29'19"E and along the West R/W line of Wyndotte Road (66' R/W) for 350.00 feet and P.O.B.; thence N69°31'18"W for 274.70 feet to the West line of Lot 3 as recorded in Deed Book 207 at page 86; thence N20°39'19"E for 100.00 feet; thence S69°31'18"E for 274.41 feet to the West R/W line of said road; thence S20°29'19"W along said R/W line for 100.00 feet to P.O.B. All lying and being in Section 40, Township 1 South, Range 31 West, Escambia County, Florida.

The property is the homestead of the Grantor(s).

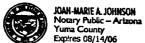
TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2005, reservations, restrictions and easements of record, if any.

(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)
In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:	
Witness Signature:	Michael & Barker
Printed Name: DAVID A Reese II	Michael A. Barker
Witness Signature.	
Printed Name: JAMER R. VIONS	
Witness Signature:	
Printed Name:	
Witness Signature:	
Printed Name:	
STATE OF Arizona	0
COUNTY OF GIMA	of and
The foregoing instrument was acknowledged before me this	day of March, 2005, by Michael A.
Barker, a single man, who is/are personally known to ridentification.	ne or who has/have produced driver license(s) as
My Commission Expires:	Sofon Marie A Soffwall
NAME AND A CONTROL OF	Printed Name: ICAR MAPE A JOHNSON
JOAN-MARIF A JOHNSON	Notary Public



MAR Mar 22 2005, 8:59AM EXIT REALTY NEL TH

BENO 4176 P 2.02

ESCAMBIA COUNTY HEALTH DEPARTMENT ENVIRONMENTAL HEALTH SERVICES 1300 WEST GREGORY STREET PENSACOLA, FL 32501

March 21, 2006

Michael A. Barker c/o Diene Gagnon EXIT Realty, N.F.I. 4400 Bayou Boulevard, Suite 19 Pensacola, FL 32503

RE: Three Bedroom
Single Family Residence
6377 Wyndotte Road
Pensacola, FL 32526
Parcel ID No: 40-15-31-1104-002-240

Dear Mr. Barker:

Environmental Health conducted an inspection of the Onsite Sewage Treatment and Disposal System (OSTDS) at the above referenced location on March 18, 2005. The condition(s) stated below outline the department's assessment of the OSTDS:

Status of Property:

The premise was vacant at the time of our inspection and no overflows were observed. No sanitary nuisances or violations were noted. Because there were no occupants living in the residence, no sewage flow was being generated; therefore, our ability to fully assess the functionality of the system was limited.

Septic Tank Compartment:

The condition of the internal structure of the tank compartment could not be determined because the tank was not opened for a visual inspection. However, a limited external inspection of the tank was conducted.

No structural deficiencies were noted.

Drainfield System:

The drainfield system was probed and the soil adjacent to the drainfield was augured to assess the system's functionality.

It appeared that the ground over the drainfield had been compacted by vehicular traffic.
 Vehicular traffic and parking over a drainfield should be restricted to avoid compection and potential failure of the drainfield.

Conclusion:

 No action is required. With the data available to us at the time of the inspection, the system appeared to be in satisfactory condition.

This letter will be honored for a period of nine months. If we can be of further assistance, please do not hesitate to call us at (850) 595-6786.

Sincerely.

Mary M. Beverly, REHS Environmental Supervisor I

MMB/hd/ms OSTDS # 05-8304

Fex to: Diane Gagnon, 475-5333

:	Bureau of Laboratories Jacksonvike, Mismi, Pensacola, Yampa, Weet Palm Beach	10	ealty 1 1 295 408	_	TH		Xe.	HOT LBD	USE UNI	
ŧ	IAMPLE COLLECTION FOR DRI IACTERIOLOGICAL ANALYSIS	NKING W	ATER'		· //	Semple	l e Rejectio Preservatio	n o	not on los	3:40
	ress hard, (6) copies (Page 1 of 1) Institute Requested: (piesse check Standard Coliform Test HPC	c all that app	olyi-	7		Chienn This	e Chack semple does		chlorine deta following N	ELAC requirements;
8	Other: System/Owner's Name: County: Collection Address: Collection City: Comments:	Col	lector: _	Collec	tion St	ne: £	7_ col	lection Zip:	יבצ	5:525
5	The following info	mination mu	usi be com _ System	pieted II i Phone	Malupa Adnesiya	g DEP t:	compliance	dinking well Dist	ranalyala rict: <u>17</u>	<u> </u>
1	ype of Supply (check appropriat Community water system		nily water	. *	. □ No		ane/Nybnoomr	nunity 0	Limited Use Other	system
	Type of Sample (check appropria) 2 Compliance 2 Repsel	le box):	Q Mein Q Repi	i Clearan Isament		 !	ŗi 	0 VI	Survey	
	To be completed by	y politicar c	f sample	7		/	Analysis M		completed by MTF	MMO-MUG HPC
Cell. No.	Sample Point (Location or Specific Address)	. Col.	Time Call.	Raw/ Dist	CI Resid	·pH	Non Collform	Total Çaliform	E.coll	Leb Number
\mathcal{I}	Well spigot	3/15	للذي	Rus	/	805	/	A		059430
\mathcal{I}	W-11 5/130 +.	3/15	لاند	Rus	/	8/8		A		059430
7	Well Spiget	3/15	ريد ي	Rus	/_	808		A		059430
7	will spiget	3/15	ررو بی	Rus	/	5,9		A_		059430
7	will spiget	3/15	رمدي	Rus	/	8/8		A_		059430
7	Well Spiget	3/15	٠	Rus	/	5,8		A		059430
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	Witness are performed in accordance vine collicate are absent; P = collicate as absent; P = collicate as a coll	with NELAC ere present C/ML/G; Mi to Receive	slandards t: C = coni MO/MUG = Raport	lunht pro	wth: TNT BB; HPC	SMS oin or or	atlafactory accomplete (epeat Sam eplacemen	Collection in plee t Samples		
	Witness are performed in accordance vine colliceme are absent; P = colliceme AF = 6M82228 + D; MTF = 92219 + E	with NELAC ere present C/ML/G; Mi to Receive	slandards t: C = coni MO/MUG = Raport	lunht pro	wth: TNT	SMS oin or or	atlafactory accomplete (epeat Sam eplacemen	Collection in plee t Samples		059430

BK: 5617 PG: 1149 Last Page

File No: 3012817

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, 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 acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: 6377 Wyndotte Road Pensacola, Florida 32526 Legal Address of Property: 6377 Wyndotte Road, Pensacola, FL 32526

The County (X) has accepted () has not accepted the abutting roadway for maintenance. This form completed by: Southland Acquire Land Title, LLC 1120 North 12th Avenue Pensacola, Florida 32501 As to Seller(s): Witness' Name: Seller's Name: Witness' Name: Seller's Name: Witness' Name: Seller's Name: Witness' Name: As to Buyer(s): Buyer's Name: James A. Hegman Witness' Name: SELL Buyer's Name: Witness' Name: Buyer's Name: Witness' Name: Buyer's Name: Witness' Name:

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

Recorded in Public Records 04/14/2005 at 08:59 AM OR Book 5617 Page 1150, Instrument #2005359890, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$44.00 MTG Stamps \$347.55

MAIL ANY NOTICE OF DEFAULT TO: U.S. SMALL BUSINESS ADMINISTRATION 801 Tom Martin Drive, Suite 120 Birmingham, Alabama, 35211

THIS INSTRUMENT PREPARED BY AND MAIL TO: Terry J. Miller, Attorney/Advisor U.S. SMALL BUSINESS ADMINISTRATION One Baltimore Place, Suite 300 Atlanta, Georgia 30308 (404)347-3771

HEGMAN, James E. # 3627-02901 Loan No. DLH 80968640-06

This document exempt from Class 'C' Intangible Tax Emie Lee Magaha, Clerk

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MORTGAGE (Direct)

(a single man)

This mortgage made and entered into this 16th day of March 2005, by and between James E. Hegman, 10045 Sinton Drive, Pensacola, Florida 32507 (hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at 801 Tom Martin Drive, Suite 120, Birmingham, Alabama, 35211

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Escambia, State of Florida:

Described in Exhibit "A" attached hereto and made a part hereof.

It is hereby agreed between the parties hereto, that if the mortgagor, subsequent to the date of this mortgage, conveys, contracts, or attempts to sell the above described mortgaged property in any way or manner whatsoever, while said property is mortgaged to the mortgagee, and without the written consent of the mortgagee, then and in such event the whole sum of principal and interest of the debt secured by this mortgage shall, at the option of the mortgagee, become immediately due and payable, and this mortgage may be foreclosed at once if said debt is not paid in full.

"This transaction is exempt from the Florida Intangible Tax since a governmental agency is holder of the indebtedness".

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated <u>November 13, 2004</u> in the principal sum of \$99,300.00 and maturing on November 13, 2034.

- 1. The mortgagor covenants and agrees as follows:
- a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided. Sturn To:

Southland Title of Pensacola, Inc.

1130 N. 12th Ave.

Tansacola, Florida 32501

3012817

- b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.
- c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said premises. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.
- d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.
- e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.
- f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.
- g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgager to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable and shall be secured by the lien of this mortgage.
- h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.
- i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.
- j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.
 - k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.
- 2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

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HEGMAN, James E. 3627-02901 / DLH 80968640-06

- 3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisement (the mortgagor having waived and assigned to the mortgagee all rights of appraisement):
 - (I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or
- (II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or
- (III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinabove provided, the mortgagor or any person in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

- 4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.
- 5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisement.
- 6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.
- 7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.
- 8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

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- 9. In compliance with section 101.106 of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.106], this instrument is to be construed and enforced in accordance with applicable Federal law.
- 10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.
- Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 10045 Sinton Drive, Pensacola, Florida 32507 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 801 Tom Martin Drive, Suite 120 Birmingham, Alabama, 35211.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

STATE OF FL	ORIDA)	
COUNTY OF	ESCAMBIA)ss)	1
		owledged before me this	•
	of <u>March</u>	//, 20_05by	
	e licerco	who produced a as identification.	
Notary Public, My Commissio	State of Florida at 1 n Expires:	Large	
,	Tress	2 (Cerbant)	3

CAROL D. EUBANKS Notary Public-State of FL Comm. Exp. Mar. 3, 2008 Comm. No. DD 274370

Return to: Southland Acquire Land Title, LLC 1120 N. 12th Ave. Pensacola, Florida 32501 File # 3012817 / BK: 5617 PG: 1154 Last Page

Name: <u>HEGMAN, James E.</u>

Control No. / Loan No: 3627-02901 / DLH 80968640-06

EXHIBIT "A"

Commencing at the NE corner of Lot 1 of Saufley Estates Subdivision, according to Plat recorded in Plat Book 10 at Page 16 of the public records of Escambia County, Florida; thence N20°29'19"E and along the West R/W line of Wyndotte Road (66' R/W) for 350.00 feet and P.O.B.; thence N69°31'18"W for 274.70 feet to the West line of Lot 3 as recorded in Deed Book 207 at page 86; thence N20°39'19"E for 100.00 feet; thence4 S69°31'18"E for 274.41 feet to the West R/W line of said road; 'hence S20°29'19"W along said R/W line for 100.00 feet to P.O.B. All lying and being in Section 40, Township 1 South, Range 31 West, Escambia County, Plorida.

More commonly known as 6377 Wyndotte Road, Pensacola, Florida 32526

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

72

PAM CHILDERS, CLERK OF THE CIRCUIT COURT Tax Certificate Redeemed From Sale

Account: 092018315 Certificate Number: 004753 of 2016

Payor: JAMES HEGMAN 6222 FOUNDING DR KATY TX 77449 Date 08/13/2018

Clerk's Check # 1	Clerk's Total	\$\\\490\\50	4526
Tax Collector Check # 1	Tax Collector's Total	\$4,y 93.21	
	Postage	\$21.48	
	Researcher Copies	\$9.00	
	Total Received	\$5,014.39	

\$4535.72

PAM CHILDERS

Clerk of the Chrcuit 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 # 2016 TD 004753

Redeemed Date 08/13/2018

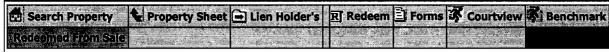
Name JAMES HEGMAN 6222 FOUNDING DR KATY TX 77449

Clerk's Total = TAXDEED	\$4 9 0 / 50		
Due Tax Collector = TAXDEED	\$4, \$93.21 4526.72		
Postage = TD2	\$21.68		
ResearcherCopies = TD6	\$9.00		
• F	For Office Use Only		

Date Docket Desc Amount Owen Amount Due Tayte Name	Date D	ocket De	c 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: 092018315 Certificate Number: 004753 of 2016

Redemption Yes >	Application Date 04/25/2018	Interest Rate 18%
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 10/01/2018	Redemption Date 08/13/2018
Months	6	4
Tax Collector	\$4,116.48	\$4,116.48
Tax Collector Interest	\$370.48	\$246.99
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$4,493.21	\$4,369.72
Clerk Fee	\$130.00	\$130.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$200.00	\$200.00
App. Fee Interest	\$40.50	\$27.00
Total Clerk	\$490.50	\$477.00 CH
Postage	\$21.68	\$0.00
Researcher Copies	\$9.00	\$9.00
Total Redemption Amount	\$5,014.39	\$4,855.72
	Repayment Overpayment Refund Amount	\$158.67

Notes



Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

August 20, 2018

ATCF II FLORIDA-A LLC PO BOX 54972 NEW ORLEANS LA 70154

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
2016 TD 004753	\$450.00	\$27.00	\$477.00
2016 TD 000894	\$450.00	\$27.00	\$477.00

TOTAL \$954.00

Very truly yours,

PAM CHILDERS

Clerk of Circuit Cour

By:

Emily Hogg

Tax Deed Division