



# CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

DR-513  
Rule 12D-16.002 F.A.C  
Effective 07/19  
Page 1 of 2

1222-54

## Part 1: Tax Deed Application Information

Applicant Name Applicant Address	CITRUS CAPITAL HOLDINGS, LLC CITRUS CAPITAL HOLDINGS FBO SEC PTY PO BOX 54226 NEW ORLEANS, LA 70154-4226	Application date	Apr 21, 2022
Property description	BARNES NICOLE 3005 N 6TH AVE PENSACOLA, FL 32503 3005 N 6TH AVE 05-1139-000 S 2 FT OF LT 17 AND N 59 FT OF LT 18 BLK 25 N PENSACOLA UNITS 1/2/3/4 PB 2 P 2/6/33/57 OR 7485 P 447	Certificate #	2020 / 2229
		Date certificate issued	06/01/2020

## Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application

Column 1 Certificate Number	Column 2 Date of Certificate Sale	Column 3 Face Amount of Certificate	Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2020/2229	06/01/2020	496.54	24.83	521.37
→ Part 2: Total*				521.37

## Part 3: Other Certificates Redeemed by Applicant (Other than County)

Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Column 3 Face Amount of Other Certificate	Column 4 Tax Collector's Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
# 2021/1772	06/01/2021	501.58	6.25	25.08	532.91
Part 3: Total*					532.91

## Part 4: Tax Collector Certified Amounts (Lines 1-7)

1. Cost of all certificates in applicant's possession and other certificates redeemed by applicant (*Total of Parts 2 + 3 above)	1,054.28
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	452.94
4. Property information report fee	200.00
5. Tax deed application fee	175.00
6. Interest accrued by tax collector under s.197.542, F.S. (see Tax Collector Instructions, page 2)	0.00
7. Total Paid (Lines 1-6)	1,882.22

I certify the above information is true and the tax certificates, interest, property information report fee, and tax collector's fees have been paid, and that the property information statement is attached.

Sign here:   
Signature, Tax Collector or Designee

Escambia, Florida  
Date May 6th, 2022

Send this certification to the Clerk of Court by 10 days after the date signed. See Instructions on Page 2

<b>Part 5: Clerk of Court Certified Amounts (Lines 8-14)</b>	
8. Processing tax deed fee	
9. Certified or registered mail charge	
10. Clerk of Court advertising, notice for newspaper, and electronic auction fees	
11. Recording fee for certificate of notice	
12. Sheriff's fees	
13. Interest (see Clerk of Court Instructions, page 2)	
14. <b>Total Paid (Lines 8-13)</b>	
15. Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.	28,444.00
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign here: _____ Date of sale <u>12/05/2022</u> Signature, Clerk of Court or Designee	

# INSTRUCTIONS

## **Tax Collector (complete Parts 1-4)**

### **Part 2: Certificates Owned by Applicant and Filed with Tax Deed Application**

Enter the Face Amount of Certificate in Column 3 and the Interest in Column 4 for each certificate number. Add Columns 3 and 4 and enter the amount in Column 5.

### **Part 3: Other Certificates Redeemed by Applicant (Other than County)**

Total. Add the amounts in Columns 3, 4 and 5

### **Part 4: Tax Collector Certified Amounts (Lines 1-7)**

Line 1, enter the total of Part 2 plus the total of Part 3 above.

Total Paid, Line 7: Add the amounts of Lines 1-6

Line 6, Interest accrued by tax collector. Calculate the 1.5 percent interest accrued from the month after the date of application through the month this form is certified to the clerk. Enter the amount to be certified to the clerk on Line 6. The interest calculated by the tax collector stops before the interest calculated by the clerk begins. See Section 197.542, F.S., and Rule 12D-13.060(3), Florida Administrative Code.

The tax collector's interest for redemption at the time of the tax deed application is a cost of redemption, which encompasses various percentages of interest on certificates and omitted or delinquent taxes under Section 197.502, F.S. This interest is calculated before the tax collector calculates the interest in Section 197.542, F.S.

Attach certified statement of names and addresses of persons who must be notified before the sale of the property. Send this form and any required attachments to the Clerk of Court within 10 days after it is signed.

## **Clerk of Court (complete Part 5)**

Line 13: Interest is calculated at the rate of 1.5 percent per month starting from the first day of the month after the month of certification of this form through the last day of the month in which the sale will be held. Multiply the calculated rate by the total of Line 7, minus Line 6, plus Lines 8 through 12. Enter the amount on Line 13.

Line 14: Enter the total of Lines 8-13. Complete Lines 15-18, if applicable.

# APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512  
R. 12/16

Application Number: 2200285

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

CITRUS CAPITAL HOLDINGS, LLC  
CITRUS CAPITAL HOLDINGS FBO SEC PTY  
PO BOX 54226  
NEW ORLEANS, LA 70154-4226,

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
05-1139-000	2020/2229	06-01-2020	S 2 FT OF LT 17 AND N 59 FT OF LT 18 BLK 25 N PENSACOLA UNITS 1/2/3/4 PB 2 P 2/6/33/57 OR 7485 P 447

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, property information 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  
CITRUS CAPITAL HOLDINGS, LLC  
CITRUS CAPITAL HOLDINGS FBO SEC PTY  
PO BOX 54226  
NEW ORLEANS, LA 70154-4226

04-21-2022  
Application Date

\_\_\_\_\_  
Applicant's signature



# Chris Jones

## Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)

[← Nav. Mode](#)
☒ Account
 ☐ Parcel ID
 [➔](#)

[Printer Friendly Version](#)

<b>General Information</b> <b>Parcel ID:</b> 042S306001190025 <b>Account:</b> 051139000 <b>Owners:</b> BARNES NICOLE <b>Mail:</b> 3005 N 6TH AVE PENSACOLA, FL 32503 <b>Situs:</b> 3005 N 6TH AVE 32503 <b>Use Code:</b> SINGLE FAMILY RESID <b>Taxing Authority:</b> PENSACOLA CITY LIMITS <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a> Tax Inquiry link courtesy of Scott Lunsford Escambia County Tax Collector	<b>Assessments</b> <table border="1"> <thead> <tr> <th>Year</th> <th>Land</th> <th>Imprv</th> <th>Total</th> <th>Cap Val</th> </tr> </thead> <tbody> <tr> <td>2021</td> <td>\$6,000</td> <td>\$66,221</td> <td>\$72,221</td> <td>\$56,888</td> </tr> <tr> <td>2020</td> <td>\$6,000</td> <td>\$58,123</td> <td>\$64,123</td> <td>\$56,103</td> </tr> <tr> <td>2019</td> <td>\$6,000</td> <td>\$55,063</td> <td>\$61,063</td> <td>\$54,842</td> </tr> </tbody> </table> <a href="#">Disclaimer</a> <a href="#">Market Value Breakdown Letter</a> <a href="#">Tax Estimator</a> <a href="#">File for New Homestead Exemption Online</a>	Year	Land	Imprv	Total	Cap Val	2021	\$6,000	\$66,221	\$72,221	\$56,888	2020	\$6,000	\$58,123	\$64,123	\$56,103	2019	\$6,000	\$55,063	\$61,063	\$54,842																
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<b>Sales Data</b> <table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>02/29/2016</td> <td>7485</td> <td>447</td> <td>\$21,700</td> <td>WD</td> <td></td> </tr> <tr> <td>12/2003</td> <td>5564</td> <td>772</td> <td>\$100</td> <td>WD</td> <td></td> </tr> <tr> <td>12/2003</td> <td>5305</td> <td>1850</td> <td>\$22,100</td> <td>WD</td> <td></td> </tr> <tr> <td>08/2003</td> <td>5255</td> <td>1466</td> <td>\$100</td> <td>CT</td> <td></td> </tr> <tr> <td>01/1968</td> <td>391</td> <td>962</td> <td>\$10,000</td> <td>WD</td> <td></td> </tr> </tbody> </table> Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Comptroller	Sale Date	Book	Page	Value	Type	Official Records (New Window)	02/29/2016	7485	447	\$21,700	WD		12/2003	5564	772	\$100	WD		12/2003	5305	1850	\$22,100	WD		08/2003	5255	1466	\$100	CT		01/1968	391	962	\$10,000	WD		<b>2021 Certified Roll Exemptions</b> HOMESTEAD EXEMPTION,VETERANS  <b>Legal Description</b> S 2 FT OF LT 17 AND N 59 FT OF LT 18 BLK 25 N PENSACOLA UNITS 1/2/3/4 PB 2 P 2/6/33/57 OR 7485 P 447  <b>Extra Features</b> FRAME BUILDING
Sale Date	Book	Page	Value	Type	Official Records (New Window)																																
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<b>Parcel Information</b> <b>Section Map Id:</b> 04-2S-30-2 <b>Approx. Acreage:</b> 0.1961 <b>Zoned:</b> R-1AA <b>Evacuation &amp; Flood Information</b> <a href="#">Open Report</a>	<div style="text-align: right;"> <a href="#">Launch Interactive Map</a> </div> <div style="text-align: center;"> <a href="#">View Florida Department of Environmental Protection(DEP) Data</a> </div>
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Buildings

Address: 3005 N 6TH AVE, Year Built: 1955, Effective Year: 1975, PA Building ID#: 72180

**Structural Elements**

**DECOR/MILLWORK-AVERAGE**

**DWELLING UNITS-1**

**EXTERIOR WALL-SIDING-SHT.AVG.**

**FLOOR COVER-CARPET**

**FOUNDATION-WOOD/SUB FLOOR**

**HEAT/AIR-CENTRAL H/AC**

**INTERIOR WALL-DRYWALL-PLASTER**

**NO. PLUMBING FIXTURES-3**

**NO. STORIES-1**

**ROOF COVER-COMPOSITION SHG**

**ROOF FRAMING-GABLE**

**STORY HEIGHT-0**

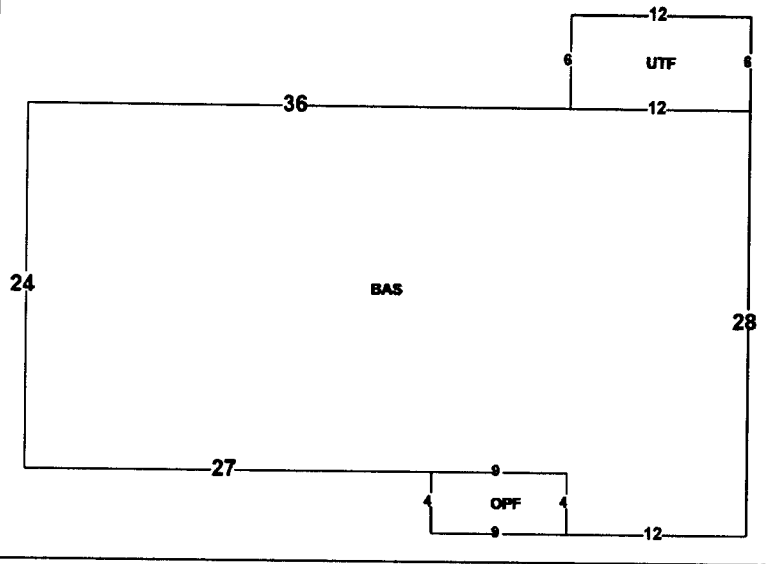
**STRUCTURAL FRAME-WOOD FRAME**

**Areas - 1308 Total SF**

**BASE AREA - 1200**

**OPEN PORCH FIN - 36**

**UTILITY FIN - 72**



**Images**



5/23/2017 12:00:00 AM

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: 05/11/2022 (tc.4468)

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **CITRUS CAPITAL HOLDING LLC** holder of **Tax Certificate No. 02229**, issued the **1st day of June, A.D., 2020** has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

**S 2 FT OF LT 17 AND N 59 FT OF LT 18 BLK 25 N PENSACOLA UNITS 1/2/3/4 PB 2 P 2/6/33/57  
OR 7485 P 447**

**SECTION 04, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 051139000 (1222-54)**

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

**NICOLE BARNES**

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 December, which is the **5th day of December 2022**.

Dated this 13th day of May 2022.

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



**PROPERTY INFORMATION REPORT**  
3050 Concho Drive, Pensacola, Florida 32507 | Phone: 850-466-3077

THE ATTACHED REPORT IS ISSUED TO:

SCOTT LUNSFORD, ESCAMBIA COUNTY TAX COLLECTOR

TAX ACCOUNT #: 05-1139-000 CERTIFICATE #: 2020-2229

THIS REPORT IS NOT TITLE INSURANCE. THE LIABILITY FOR ERRORS OR OMISSIONS IN THIS REPORT IS LIMITED TO THE PERSON(S) EXPRESSLY IDENTIFIED BY NAME IN THE PROPERTY INFORMATION REPORT AS THE RECIPIENT(S) OF THE PROPERTY INFORMATION REPORT.

The attached Report prepared in accordance with the instructions given by the user named above includes a listing of the owner(s) of record of the land described herein together with current and delinquent ad valorem tax information and a listing and copies of all open or unsatisfied leases, mortgages, judgments and encumbrances recorded in the Official Record Books of Escambia County, Florida that appear to encumber the title to said land as listed on page 2 herein. It is the responsibility of the party named above to verify receipt of each document listed. If a copy of any document listed is not received, the office issuing this Report must be contacted immediately.

**This Report is subject to:** Current year taxes; taxes and assessments due now or in subsequent years; oil, gas, and mineral or any subsurface rights of any kind or nature; easements, restrictions and covenants of record; encroachments, overlaps, boundary line disputes, and any other matters that would be disclosed by an accurate survey and inspection of the premises.

This Report does not insure or guarantee the validity or sufficiency of any document attached, nor is it to be considered a title insurance policy, an opinion of title, a guarantee of title, or as any other form of guarantee or warranty of title.

Use of the term "Report" herein refers to the Property Information Report and the documents attached hereto.

Period Searched: September 1, 2002 to and including September 1, 2022 Abstractor: Alicia Hahn

BY

Michael A. Campbell,  
As President  
Dated: September 18, 2022

**PROPERTY INFORMATION REPORT**  
**CONTINUATION PAGE**

September 18, 2022

Tax Account #: **05-1139-000**

1. The Grantee(s) of the last deed(s) of record is/are: **NICOLE BARNES**

**By Virtue of Warranty Deed recorded 3/1/2016 in OR 7485/447 ABTRACTOR'S NOTE:  
THERE IS NO MARITAL STATUS ON GRANTOR OR HOMESTEAD STATEMENT ON  
THIS DEED.**

2. The land covered by this Report is: **See Attached Exhibit "A"**

3. The following unsatisfied mortgages, liens, and judgments affecting the land covered by this Report appear of record:

- a. **Mortgage in favor of Gayle M England recorded 3/1/2016 OR 7485/450**
- b. **Mortgage in favor of U.S. Small Business Administration recorded 1/29/2021 OR 8454/1962**

4. Taxes:

**Taxes for the year(s) 2019-2021 are delinquent.**

**Tax Account #: 05-1139-000**

**Assessed Value: \$56,888.00**

**Exemptions: HOMESTEAD, VETERANS**

5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): **NONE**

Payment of any special liens/assessments imposed by City, County, and/or State.

Note: Escambia County and/or local municipalities may impose special liens/assessments. These liens/assessments are not discovered in a title search or shown above. These special assessments typically create a lien on real property. The entity that governs subject property must be contacted to verify payment status.



**PERDIDO TITLE & ABSTRACT, INC.**  
**PROPERTY INFORMATION REPORT**  
3050 Concho Drive, Pensacola, Florida 32507 | Phone 850-466-3077

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

**CERTIFICATION: TITLE SEARCH FOR TDA**

**TAX DEED SALE DATE:** December 5, 2022

**TAX ACCOUNT #:** 05-1139-000

**CERTIFICATE #:** 2020-2229

In compliance with Section 197.522, 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	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify City of Pensacola, P.O. Box 12910, 32521
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Notify Escambia County, 190 Governmental Center, 32502
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Homestead for <u>2021</u> tax year.

**NICOLE BARNES**  
**3005 N 6TH AVE**  
**PENSACOLA, FL 32503**

**GAYLE M ENGLAND**  
**203 E CRESCENT DR**  
**PENSACOLA, FL 32503**

**U.S. SMALL BUSINESS ADMINISTRATION**  
**14925 KINGSFORT RD**  
**FORT WORTH, TX 76155-2243**

**U.S. SMALL BUSINESS ADMINISTRATION**  
**2 NORTH 20TH ST, STE 320**  
**BIRMINGHAM, AL 35203**

Certified and delivered to Escambia County Tax Collector, this 18<sup>th</sup> day of September, 2022.

**PERDIDO TITLE & ABSTRACT, INC.**



BY: Michael A. Campbell, As It's President

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

**PROPERTY INFORMATION REPORT**

**September 18, 2022**

**Tax Account #:05-1139-000**

**LEGAL DESCRIPTION  
EXHIBIT "A"**

**S 2 FT OF LT 17 AND N 59 FT OF LT 18 BLK 25 N PENSACOLA UNITS 1/2/3/4 PB 2 P 2/6/33/57 OR  
7485 P 447**

**SECTION 04, TOWNSHIP 2 S, RANGE 30 W**

**TAX ACCOUNT NUMBER 05-1139-000(1222-54)**

**FLORIDA WARRANTY DEED - INDIVIDUAL GRANTOR(S)**

Prepared By: CHRISTINE C. HARDIN, P.A.

Return To: NICOLE BARNES, 3005 N. 6TH AVE., PENSACOLA, FL 32503

Property Appraiser's Parcel I.D. Number: 051139000

This Warranty Deed made this 29th day of FEBRUARY, 2016, by  
and between GAYLE ENGLAND hereinafter called the  
Grantor; and NICOLE BARNES, hereinafter called  
the Grantee, whose mailing address is 3005 N. 6TH AVE., PENSACOLA, FL 32503.

WITNESSETH, that the Grantor, for and in consideration of the sum of  
TEN DOLLARS

and other valuable consideration, the receipt whereof is hereby acknowledged,  
hereby grants, bargains, and sells unto the Grantee, and Grantee's successors,  
heirs, and assigns forever, all that certain parcel of land in the County  
of ESCAMBIA, State of Florida, to wit:

For legal description see Exhibit "A" consisting of one page and made a part  
by reference.

TOGETHER with all of 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 the 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 this land; that the Grantor hereby fully warrants the  
title to the land and will defend the same against the lawful claims of all persons  
whomsoever; and that the land is free of all encumbrances, except taxes  
accruing subsequent to December 31, 2015, and restrictions,  
covenants, and easements of record.

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the  
day and year first above written.

Signed, sealed and delivered in the presence of:

Maurice Hale  
Witness Signature

MAURICE HALE  
Printed Name

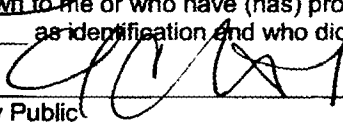
Notarisha D. Smart-Page  
Witness Signature  
Notarisha D. Smart-Page  
Printed Name

Gayle M. England  
Grantor Signature  
Gayle M. England  
Printed Name

\_\_\_\_\_  
Grantor Signature  
\_\_\_\_\_  
Printed Name

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 29TH day of  
FEBRUARY, 2016 by GAYLE ENGLAND,  
who are (s) personally known to me or who have (has) produced  
as identification and who did (did not) take an  
oath.

  
Notary Public

(Notarial Seal)

Printed Name

My Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



The North 59.0 feet of Lot 18 and the South 2.0 feet of Lot 17, Block 25,  
NORTH PENSACOLA UNIT 3, being a portion of Section 4, Township 2 South,  
Range 30 West, according to the plat thereof, recorded in Plat Book 2, Page 33, of  
the Public Records of Escambia County, Florida.

Parcel No. 05-1139-000

EXHIBIT "A"

Recorded in Public Records 03/01/2016 at 12:23 PM OR Book 7485 Page 450,  
Instrument #2016014858, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$27.00 MTG Stamps \$75.95 Int. Tax \$43.26

### **Owner Financing Mortgage Contract**

This agreement is entered into on the 29th day of February, 2016 between Gayle M. England (hereinafter "Owner/Seller") and Nicole Barnes (hereinafter "Buyer") for the sale of the property located at 3005 N. 6<sup>th</sup> Avenue, Pensacola, FL 32503 (hereinafter "property").

At all times the laws of the state in which the property is located govern this contract.

### **Loan Terms**

This contract establishes that Owner/Seller shall sell and Buyer shall buy the property and that Owner/Seller shall finance the balance of the purchase price for the property for Buyer. Buyer does not have to deliver a down payment.

The purchase price of the property is \$21,628.00, as agreed to by the parties to this contract. This amount was agreed to after an appraisal of the property.

Buyer is not obtaining financing for any portion of the purchase price of the property from a third party, such as a bank.

Buyer must notify Owner/Seller of the amount of financing obtained from any third party and provide the name and contact information of the third party within 30 days of obtaining such financing.

The amount that Owner/Seller will finance for Buyer for the sale of the property is \$21,628.00 (hereinafter "Owner finance").

Owner/Seller shall carry the promissory note for the entire mortgage term for the amount identified as Owner/Seller finance.

Buyer has submitted a mortgage application to obtain this financing and Owner/Seller has approved Buyer's finances.

Financing for the mortgage is to last for a period of 44 months and carries no interest rate.

Payment for the mortgage is due monthly on the 1<sup>st</sup> in the amount of \$500.00 and paid directly to Owner/Seller. This amount does not include taxes, insurance, and legal, state, and other fees associated with owning the property. Taxes, insurance, and legal, state, and other fees associated with owning the property are to be paid directly by the buyer.

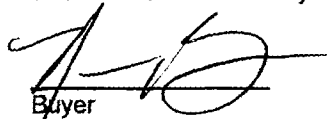
Prepayment of all or a portion of the financing extended to Buyer is allowed and carries no penalties.

BK: 7485 PG: 451

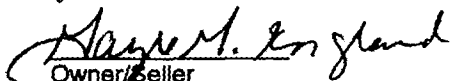
This agreement is secured by the home. Buyer's failure to pay the mortgage payment when due as described above entitles Owner/Seller to initiate foreclosure proceedings as allowed by state against Buyer. Owner/Seller has the right to repossess the property after the conclusion of foreclosure proceedings, as outlined and permitted by the laws of the state in which the property is located.

This contract is full in its entirety. Any additions must be made in writing and amended to this contract.

Entered into this 29<sup>th</sup> day of February, 2016.



Buyer  
Nicole Barnes



Owner/Seller  
Gayle M. England

Notarized or executed according to governing state law this 29th day of February, 2016.



Notary

Both parties are personally  
known to me.



RECORDED AS  
RECEIVED

BK: 7485 PG: 452 Last Page

The North 59.0 feet of Lot 18 and the South 2.0 feet of Lot 17, Block 25,  
NORTH PENSACOLA UNIT 3, being a portion of Section 4, Township 2 South,  
Range 30 West, according to the plat thereof, recorded in Plat Book 2, Page 33, of  
the Public Records of Escambia County, Florida.

Parcel No. 05-1139-000

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EXHIBIT "A"



Recorded in Public Records 1/29/2021 1:41 PM OR Book 8454 Page 1962,  
Instrument #2021010617, Pam Childers Clerk of the Circuit Court Escambia  
County, FL Recording \$61.00 MTG Stamps \$107.45

MAIL ANY NOTICE OF DEFAULT TO:  
U.S. SMALL BUSINESS ADMINISTRATION  
2 North 20th Street, Suite 320  
Birmingham, AL 35203

THIS INSTRUMENT PREPARED BY AND  
WHEN RECORDED MAIL TO:  
ANDREW NEUBAUER, Attorney  
U.S. SMALL BUSINESS ADMINISTRATION  
14925 Kingsport Road  
Fort Worth, TX 76155-2243  
(800) 366-6303

NICOLE BARNES  
2001408818-Mod1 / DLH 9315848208

SPACE ABOVE THIS LINE FOR RECORDER'S USE

## MORTGAGE (Direct)

This mortgage made and entered into this **15th day of December, 2020**, by and between **NICOLE BARNES, A SINGLE PERSON, 3005 N 6TH AVE, PENSACOLA, FL 32503** (hereinafter referred to as mortgagor) and the Administrator of the U.S. 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 **2 North 20th Street, Suite 320, Birmingham, AL 35203**.

**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

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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.

FOR THE PURPOSE OF SECURING: (1) Payment of the principal and interest as set forth above; (2) Payment of any and all obligations and liability, which are now due or may hereafter become due from Mortgagor; (3) Performance of each agreement of Mortgagor hereincontained; (4) Payment of all sums to be paid to Mortgagee pursuant to the terms hereof.

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 **December 15, 2020** in the principal sum of **\$30,700.00** and maturing on **December 15, 2035**.

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.

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 therefore 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.

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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 mortgagor 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.

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

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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 appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(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/or Commonwealth] 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 appraisal*.

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

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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.

9. In compliance with section 101.106 of the Rules and Regulations of the U.S. Small Business Administration [13 C.F.R. 101.106], this instrument is to be construed and enforced in accordance with applicable Federal law. This Mortgage is to be construed and enforced in accordance with Federal law. Mortgagor hereby waives any rights or immunity purportedly conferred by Commonwealth law limiting Mortgagee's right to a deficiency judgement after either a judicial foreclosure or a foreclosure under the power of sale referred to above.

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.

11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at **3005 N 6TH AVE, PENSACOLA, FL 32503** and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 2 North 20th Street, Suite 320, Birmingham, AL 35203.

If any one or more of the provisions contained in this Mortgage shall for any reason be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage.

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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 FLORIDA  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 29<sup>th</sup> day of January, 2021, by NICOLE BARNES, Individually who is personally known to me or produced

\_\_\_\_\_ as identification.

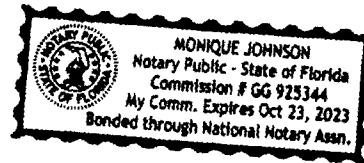
\_\_\_\_\_  
Notary Public

Monique Johnson  
Notary Public Printed Name

My Commission Expires: Oct 23, 2023

Individual Execution:

\_\_\_\_\_  
NICOLE BARNES, Individually



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**EXHIBIT "A"**

*ALL THAT CERTAIN PARCEL OF LAND IN THE CITY OF PENSACOLA, COUNTY OF ESCAMBIA, STATE OF FLORIDA, TO WIT:*

*THE NORTH 59.0 FEET OF LOT 18 AND THE SOUTH 2.0 FEET OF LOT 17, BLOCK 25, NORTH PENSACOLA UNIT 3, BEING A PORTION OF SECTION 4, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 33, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.*

More commonly known as: **3005 N 6TH AVE, PENSACOLA, FL 32503**

**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: 051139000 Certificate Number: 002229 of 2020**

**Payor: NICOLE BRANDON 3005 N 6TH AVE PENSACOLA, FL 32503      Date 9/29/2022**

Clerk's Check #            455210826  
Tax Collector Check #    1

Clerk's Total                \$510.72  
Tax Collector's Total      \$2,114.34  
Postage                      \$24.72  
Researcher Copies        \$0.00  
Recording                   \$10.00  
Prep Fee                    \$7.00  
Total Received            ~~\$2,666.78~~

*\$ Reduced to 2214.84*

**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  
ESCAMBIA COUNTY FLORIDA  
INST# 2022097945 9/29/2022 4:28 PM  
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## RELEASE OF NOTICE OF APPLICATION FOR TAX DEED

Pursuant to § 197.502(5)(c), Florida Statutes, the Escambia County Clerk of Court fully releases the Notice of Tax Deed Application recorded at Official Records Book 8785, Page 211, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 02229, issued the 1st day of June, A.D., 2020

TAX ACCOUNT NUMBER: 051139000 (1222-54)

DESCRIPTION OF PROPERTY:

**S 2 FT OF LT 17 AND N 59 FT OF LT 18 BLK 25 N PENSACOLA UNITS 1/2/3/4 PB 2 P 2/6/33/57 OR  
7485 P 447**

**SECTION 04, TOWNSHIP 2 S, RANGE 30 W**

NAME IN WHICH ASSESSED: NICOLE BARNES

Dated this 29th day of September 2022.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk