

### **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

0123-63

Part 1: Tax Deed	Application Info	mation					0123-
Applicant Name Applicant Address	CITRUS CAPITAL HOLDINGS, LLC CITRUS CAPITAL HOLDINGS FBO SEC PTY PO BOX 54226 NEW ORLEANS, LA 70154-4226			Appl	ication date	Apr 21, 2022	
Property description	CARPENTER TRACEY R 563 WOODWARD RD LEROY, AL 36548 16785 PERDIDO KEY DR 302 10-4800-040 UNIT 302 OF PERDIDO TOWER CONDOMINIUM ALSO 1/67 INT IN COMMON ELEMENTS OR 7733 P 400			Certificate #  Date certificate issued		2020 / 6245	
						06/01/2020	
	es Owned by App				Appli		
Column 1 Certificate Numbe	r Date of Certifi			olumn 3 ount of Certificate		Column 4 Interest	Column 5: Total (Column 3 + Column 4)
# 2020/6245	06/01/2	020		4,987.11		249.36	5,236.47
				- 50.44		→Part 2: Total*	5,236.47
Part 3: Other Cei	tificates Redeem	ed by Ap	plicant (C	Other than Co	unty)		
Column 1 Certificate Number	Column 2 Date of Other Certificate Sale	Face A	umn 3 mount of Certificate	Column 4 Tax Collector's I	Fee	Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
#/							
		A CONTRACTOR OF THE PARTY OF TH	21 V		521-52-53-51 5 0	Part 3: Total*	0.00
	ctor Certified Am	13.75.20.20.20.20.20.20.20.20.20.20.20.20.20.					
Cost of all certi	ficates in applicant's	possessio	n and othe			d by applicant of Parts 2 + 3 above)	5,236.47
2. Delinquent taxo	es paid by the applica	ant					0.00
3. Current taxes p	paid by the applicant						0.00
4. Property information report fee					200.00		
5. Tax deed application fee					175.00		
6. Interest accrue	d by tax collector und	der s.197.5	642, F.S. (s	ee Tax Collecto	r instr	uctions, page 2)	0.00
7.					Tot	tal Paid (Lines 1-6)	5,611.47
l certify the above in	formation is true and that the property inf	the tax ce	ertificates, in tatement is	nterest, property a attached.	inform	mation report fee, an	d tax collector's fees
Sign here: Signa	ture, Tax Collector or Desi	gnee			D	Escambia, Florida ate <u>May 6th, 20</u>	

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

Pai	rt 5: Clerk of Court Certified Amounts (Lines 8-14)
8.	
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.	Total Paid (Lines 8-13)
15.	Plus one-half of the assessed value of homestead property, if applicable under s. 197.502(6)(c), F.S.
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)
Sign h	Date of sale 01/09/2023 Signature, Clerk of Court or Designee

## INSTRUCTIONS 16.25

#### 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**

512 R. 12/16

Section 197.502, Florida Statutes

Application Number: 2200304

To: Tax Collector of	ESCAMBIA COUNTY	_, Florida	
l,			
CITRUS CAPITAL HOLI CITRUS CAPITAL HOLI PO BOX 54226 NEW ORLEANS, LA 7	DINGS FBO SEC PTY 0154-4226,	e same to the Tax	Collector and make tax deed application thereon
Account Number	Certificate No.	Date	Legal Description
10-4800-040	2020/6245	06-01-2020	UNIT 302 OF PERDIDO TOWER CONDOMINIUM ALSO 1/67 INT IN COMMON ELEMENTS OR 7733 P 400
<ul> <li>redeem all ou</li> <li>pay all deling</li> <li>pay all Tax C</li> <li>Sheriff's costs</li> </ul>	s, if applicable. e certificate on which this applic	nterest covering that	•
PO BOX 54226 NEW ORLEANS, LA	OLDINGS, LLC OLDINGS FBO SEC PTY 70154-4226		<u>04-21-2022</u> Application Date
F	Applicant's signature		





**Real Estate Search** 

7.7515

Zoned: CONSULT ZONING AUTHORITY

Evacuation & Flood Information Open Report

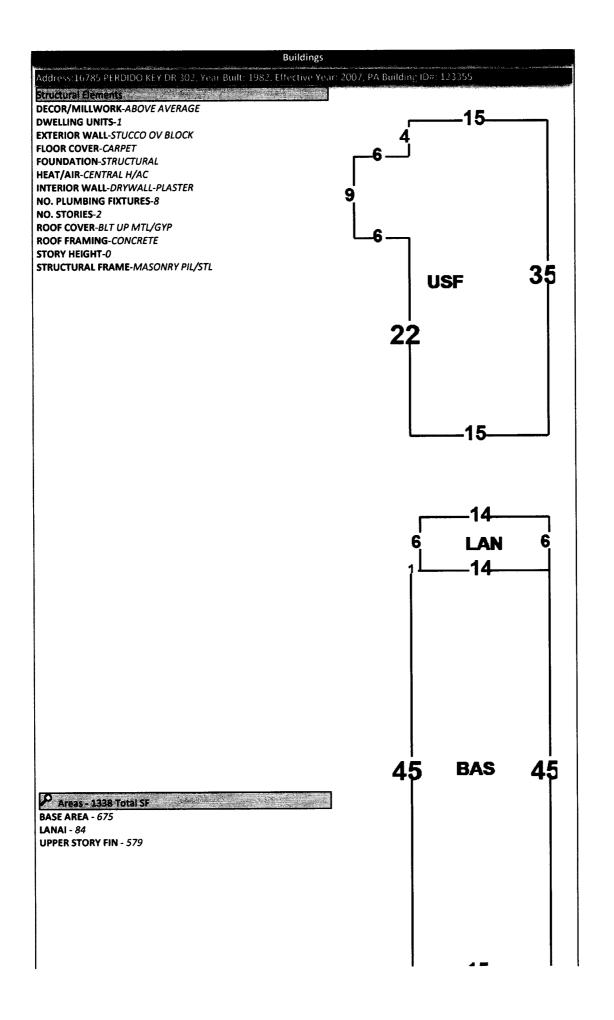
PERDIDO KEY DR

View Florida Department of Environmental Protection(DEP) Data

**Tangible Property Search** 

Sale List

Printer Friendly Version General Information Assessments 0145331030302001 Parcel ID: Cap Val Year Land Imprv Total Account: 104800040 2021 \$0 \$299,079 \$299,079 \$299,079 Owners: **CARPENTER TRACEY R** 2020 \$0 \$321.024 \$321,024 \$321.024 Mail: 563 WOODWARD RD 2019 \$319,770 \$319,770 \$319,770 LEROY, AL 36548 Situs: 16785 PERDIDO KEY DR 302 32507 Disclaimer Use Code: CONDO-RES UNIT A **Market Value Breakdown Letter** Taxing **COUNTY MSTU Authority: Tax Estimator** Tax Inquiry: **Open Tax Inquiry Window** File for New Homestead Exemption Online Sales Data 2021 Certified Roll Exemptions Official Records None Sale Date Book Page Value (New Window) 06/03/2017 7733 400 \$350,000 WD 10/27/2016 7614 1368 \$100 CJ Legal Description UNIT 302 OF PERDIDO TOWER CONDOMINIUM ALSO 1/67 10/2005 5760 745 \$100 CJ INT IN COMMON ELEMENTS OR 7733 P 400 02/2004 \$100 CJ 5348 664 06/1992 3239 520 \$100 CJ 06/1983 1782 429 \$120,000 WD Extra Features 05/1982 1645 594 \$108,700 WD None Official Records Inquiry courtesy of Pam Childers Escambia County Clerk of the Circuit Court and Parcel Launch Interactive Map Information Section Map Id: 01-45-33 Approx. Acreage:



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.

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2022052709 5/23/2022 8:37 AM
OFF REC BK: 8789 PG: 1478 Doc Type: TDN

### NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That CITRUS CAPITAL HOLDINGS LLC holder of Tax Certificate No. 06245, 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:

UNIT 302 OF PERDIDO TOWER CONDOMINIUM ALSO 1/67 INT IN COMMON ELEMENTS OR 7733 P 400

**SECTION 01, TOWNSHIP 4 S, RANGE 33 W** 

TAX ACCOUNT NUMBER 104800040 (0123-63)

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

#### TRACEY R CARPENTER

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 **second** Monday in the month of January, which is the **9th day of January 2023.** 

Dated this 20th 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.

COMPT TO

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 #:	10-4800-040	CERTIFICATE #:	2020-6245	

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 23, 2002 to and including September 23, 2022 Abstractor: BYRON BROWN

BY

Michael A. Campbell,

As President

Dated: October 22, 2022

#### PROPERTY INFORMATION REPORT

**CONTINUATION PAGE** 

October 22, 2022

Tax Account #: 10-4800-040

1. The Grantee(s) of the last deed(s) of record is/are: TRACEY R. CARPENTER

By Virtue of Warranty Deed recorded 6/22/2017 in OR 7733/400 (add additional information/abstractor's notes here or delete)

- 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 Capstone Bank recorded 6/22/2017 OR 7733/402
  - b. Assignment of Leases and Rents in favor of Capstone Bank recorded 6/22/2017 OR 7733/410
- 4. Taxes:

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

Tax Account #: 10-4800-040 Assessed Value: \$445,170.00

**Exemptions: NONE** 

5. We find the following HOA names in our search (if a condominium, the condo docs book and page are included for your review): **PERDIDO TOWERS OWNERS ASSOCIATION, INC.** 

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

Pensacola, FL 32591	
CERTIFICATION: TITLE SEARCH	H FOR TDA
TAX DEED SALE DATE:	Jan 9, 2023
TAX ACCOUNT #:	10-4800-040
CERTIFICATE #:	2020-6245
those persons, firms, and/or agencies	Torida Statutes, the following is a list of names and addresses of having legal interest in or claim against the above-described ale certificate is being submitted as proper notification of tax deed
	a, P.O. Box 12910, 32521 y, 190 Governmental Center, 32502 tax year.
TRACEY R. CARPENTER	TRACEY R. CARPENTER
563 WOODWARD RD	16785 PERDIDO KEY DR. #302
LEROY, AL 36548	PENSACOLA, FL 32507
CAPSTONE BANK	
2301 UNIVERSITY BLVD	
TUSCALOOSA, AL 35401	a a mandal coal 2022
Certified and delivered to Escambia	County Tax Collector, this 22 <sup>nd</sup> day of October, 2022.
PERDIDO TITLE & ABSTRACT. II	NC.

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

October 22, 2022 Tax Account #:10-4800-040

## LEGAL DESCRIPTION EXHIBIT "A"

UNIT 302 OF PERDIDO TOWER CONDOMINIUM ALSO 1/67 INT IN COMMON ELEMENTS OR 7733 P 400

**SECTION 01, TOWNSHIP 4 S, RANGE 33 W** 

TAX ACCOUNT NUMBER 10-4800-040(0123-63)

Recorded in Public Records 6/22/2017 2:51 PM OR Book 7733 Page 400. Instrument #2017047532, Pam Childers Clerk of the Circuit Court Escambia

County, Fl. Recording \$18.50 Deed Stamps \$2,450.00

Prepared by and return to: R. Jeffrey Boll Coastal Land Title, LLC 14620 Perdido Key Drive, Ste. 100 Pensacola, FL 32507

File Number: P00378

(Space Above This Line For Recording Data)

#### Warranty Deed

This Warranty Deed made this 5th day of June, 2017, between Carol Ann Doyle, Individually and as Trustee of the Timothy Hart Doyle Trust dated April 24, 2001, whose post office address is 11916 Lake Sherwood Avenue N., Baton Rouge, LA 70816, Patrick Andrew Doyle whose post office address is 13822 Florida Blvd #5., Baton Rouge, LA 70819 and Jennifer Lynn Doyle Webre whose post office address is 12512 Percival Avenue, Baton Rouge, LA 70816,

Tracey R. Carpenter whose post office address is 563 Woodward Road, Leroy, AL 36548, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (U.S. \$350,000.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in the Escambia County, Florida, to-wit:

That certain condominium parcel composed of Unit No. 302, of Perdido Towers, a Condominium, according to the Declaration of Condominium dated March 23, 1982, and recorded in Official Record Book 1633 at pages 49 through 128 of the public records of Escambia County, Florida, on April 8, 1982; together with an undivided 1/34th interest in and to the common elements as described in said Declaration appurtenant thereto, all in accordance with and subject, however, to all of the provisions of the said Declaration of Condominium of Perdido Towers.

Parcel Identification Number: 01-4S-33-1030-302-001

The above described property IS NOT the homestead of the Grantors.

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 December 31, 2016.

Warranty Deed - Page 1

BK: 7733 PG: 401 Last Page

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:

Carol Ann Doyle, Individually and as Trustee of the Timothy Hart Doyle Trust

dated November 12, 1981

State of Louisiana

Parish of East BAto Rouge

The foregoing instrument was acknowledged before me this 3 day of June. 2017, by CAROL ANN DOYLE, TRUSTEE OF THE TIMOTHY HART DOYLE TRUST DATED NOVEMBER 12, 1981, PATRICK ANDREW DOYLE AND JENNIFER LYNN DOYLE WEBRE, they (\_\_\_) are personally known to me or (\_\_\_) have produced

LA Deiver \_ as identification.

License

DEBRA M. COWART Notary Public State of Louisiana Baton Rouge Parist Notary ID # 59296

Printed Name: My Commission Expires: With life

Wurranty Deed -- Page 2

Recorded in Public Records 6/22/2017 2:51 PM OR Book 7733 Page 402, Instrument #2017047533, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$69.50 MTG Stamps \$1,041.25 Int. Tax \$595.00

> > Space Above This Line For Recording Data

#### **MORTGAGE**

DATE AND PARTIES. The date of this Mortgage (Security Instrument) is June 5, 2017. The parties and their addresses are:

MORTGAGOR: TRACEY R CARPENTER

A MARRIED WOMAN 563 WOODYARD RD LEROY AL 36548-0000

#### LENDER:

CAPSTONE BANK
Organized and existing under the laws of Alabama
2301 University Blvd.
Tuscaloosa, AL 35401

- 1. DEFINITIONS. For the purposes of this document, the following term has the following meaning.
  - A. Loan. "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.
- 2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Mortgagor's performance under this Security Instrument, Mortgagor does hereby grant, bargain, convey and mortgage to Lender, the following described property:

THAT CERTAIN CONDIMINIUM PARCEL COMPOSED OF UNIT NO. 302, OF PERDIDO TOWERS, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM DATED MARCH 23,1982, AND RECORDED IN OFFICIAL RECORD BOOK 1633 AT PAGES 49 THROUGH 128 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, ON APRIL 8, 1982; TOGETHER WITH AN UNDIVIDED 1/34TH INTEREST IN AND

TRACEY R CARPENTER
Florida Mortgage
AL/4XXXXXXXXXXXX000000001180050060517N

Wotters Kluwer Financial Services \*1996, 2017 Bankers Systems™

Initials Apage 1



BK: 7733 PG: 403

TO THE COMMON ELEMENTS AS DESCRIBED IN SAID DECLARATION APPURTENANT THERETO, ALL IN ACCORDANCE WITH AND SUBJECT, HOWEVER, TO ALL OF THE PROVISIONS OF THE SAID DECLARATION OF CONDOMINIUM OF PERIDIDO TOWERS.

The property is located in ESCAMBIA County at 16785 PERDIDO KEY DRIVE, PENSACOLA, Florida 32507.

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, wells, ditches and water stock, crops, timber including timber to be cut now or at any time in the future, all diversion payments or third party payments made to crop producers 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 (all referred to as Property). This Security Instrument will remain in effect until the Secured Debts and all underlying agreements have been terminated in writing by Lender.

- 3. SECURED DEBTS. The term "Secured Debts" includes and this Security Instrument will secure each of the following:
  - A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement, No. 3330020003, dated June 5, 2017, from Mortgagor to Lender, with a loan amount of \$297,500.00 and maturing on June 5, 2022.
  - B. All Dabts. All present and future debts made within 20 years from the date of this Security Instrument from Mortgagor to Lender, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Security Instrument will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Security Instrument will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.
  - C. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Security Instrument.
- 4. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Security Instrument at any one time and from time to time will not exceed \$297,500.00. Any 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.
- PAYMENTS. Mortgagor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts 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.

TRACEY R CARPENTER
Florids Mortgage
AL /4XXXXXXXXX0000000001180050060517N

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DL.	7733	DC.	400

- 23. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Mortgagor's obligations under this Security Instrument are independent of the obligations of any other Mortgagor. Lender may sue each Mortgagor individually or together with any other Mortgagor. Lender may release any part of the Property and Mortgagor will still be obligated under this Security Instrument for the remaining Property. 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 will bind and benefit the successors and assigns of Lender and Mortgagor.
- 24. AMENDMENT, INTEGRATION AND SEVERABILITY. This Security Instrument may not be amended or modified by oral agreement. No amendment or modification of this Security Instrument is effective unless made in writing and executed by Mortgagor and Lender. This Security Instrument and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Security Instrument is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.
- 25. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Security Instrument.
- 26. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail or via a nationally recognized overnight courier to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Mortgagor will be deemed to be notice to all Mortgagors. Mortgagor will inform Lender in writing of any change in Mortgagor's name, address or other application information. Mortgagor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Security Instrument. 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 to confirm Lender's lien status on any Property, and Mortgagor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

SIGNATURES. By signing, Mortgagor agrees to the terms and covenants contained in this Security Instrument. Mortgagor also acknowledges receipt of a copy of this Security Instrument.

MORTGAGOR:

TRACEY R CARPENTER

P10/103 Mortgage AL/4XXXXXXXX00000000001180050060517N

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Initials Page 7

Recorded in Public Records 6/22/2017 2:51 PM OR Book 7733 Page 410, Instrument #2017047534, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$69.50

Return to: Loan Department, Capstone Bank, 2301 University Blvd, Tuscaloosa, AL 35401
This document was prepared by: KEITH PEAVY, Capstone Bank - Jackson Branch, 1600 College Ave, Jackson, AL 36545
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.

Space Above This Line For Recording Data

#### **ASSIGNMENT OF LEASES AND RENTS**

DATE AND PARTIES. The date of this Assignment of Leases and Rents (Assignment) is June 5, 2017. The parties and their addresses are:

#### ASSIGNOR:

TRACEY R CARPENTER A MARRIED WOMAN 563 WOODYARD RD LEROY AL. 36548-0000

#### LENDER:

CAPSTONE BANK
Organized and existing under the laws of Alabama
2301 University Blvd.
Tuscaloosa, AL. 35401

- 1. DEFINITIONS. For the purposes of this document, the following term has the following meaning.
  - A. Loan. "Loan" refers to this transaction generally, including obligations and duties arising from the terms of all documents prepared or submitted for this transaction.
- 2. SECURED DEBTS. The term "Secured Debts" includes and this Assignment will secure each of the following:
  - A. Specific Debts. The following debts and all extensions, renewals, refinancings, modifications and replacements. A promissory note or other agreement. No. 3330020003, dated June 5, 2017, from Assignor to Lender, with a loan amount of \$297,500.00 and maturing on June 5, 2022.
  - B. All Debts. All present and future debts made within 20 years from the date of this Assignment from Assignor to Lender, even if this Assignment is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Assignment, each agrees that it will secure debts incurred either individually or with others

TRACEY R CARPENTER
Florida Assignment of Leases and Rents
AL/4XXXXXXXX0000000001180050060517N

Wolters Kluwer Financial Services ₹1996, 2017 Bankers Systems™





BK: 7733 PG: 411

who may not sign this Assignment. Nothing in this Assignment constitutes a commitment to make additional or future loans or advances. Any such commitment must be in writing. This Assignment will not secure any debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Assignment will not secure any debt for which a security interest is created in "margin stock" and Lender does not obtain a "statement of purpose," as defined and required by federal law governing securities. This Assignment will not secure any other debt if Lender, with respect to that other debt, fails to fulfill any necessary requirements or fails to conform to any limitations of the Real Estate Settlement Procedures Act (Regulation X) that are required for loans secured by the Property.

- C. Sums Advanced. All sums advanced and expenses incurred by Lender under the terms of this Assignment.
- 3. MAXIMUM OBLIGATION LIMIT. The total principal amount secured by this Assignment at any one time and from time to time will not exceed \$297,500.00. Any limitation of amount does not include interest and other fees and charges validly made pursuant to this Assignment. Also, this limitation does not apply to advances made under the terms of this Assignment to protect Lender's security and to perform any of the covenants contained in this Assignment.
- 4. ASSIGNMENT OF LEASES AND RENTS. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debts and Assignor's performance under this Assignment, Assignor does hereby assign, grant, bargain, convey and mortgage to Lender as additional security all the right, title and interest in the following (Property).
  - A. Existing or future leases, subleases, licenses, guaranties and any other written or verbal agreements for the use and occupancy of the Property, including but not limited to any extensions, renewals, modifications or replacements (Leases).
  - B. Rents, issues and profits, including but not limited to security deposits, minimum rents, percentage rents, additional rents, common area maintenance charges, parking charges, real estate taxes, other applicable taxes, insurance premium contributions, liquidated damages following default, cancellation premiums, "loss of rents" insurance, guest receipts, revenues, royalties, proceeds, bonuses, accounts, contract rights, general intangibles, and all rights and claims which Assignor may have regarding the Property (Rents).
  - C. The term Property as used in this Assignment shall include the following described real property:

THAT CERTAIN CONDIMINIUM PARCEL COMPOSED OF UNIT NO. 302, OF PERDIDO TOWERS, A CONDOMINIUM, ACCORDING TO THE DECLARATION OF CONDOMINIUM DATED MARCH 23,1982, AND RECORDED IN OFFICIALRECORD BOOK 1633 AT PAGES 49 THROUGH 128 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, ON APRIL 8, 1982; TOGETHER WITH AN UNDIVIDED 1/34TH INTEREST IN AND TO THE COMMON ELEMENTS AS DESCRIBED IN SAID DECLARATION APPURTENANT THERETO, ALL IN ACCORDANCE WITH AND SUBJECT, HOWEVER, TO ALL OF THE PROVISIONS OF THE SAID DECLARATION OF CONDOMINIUM OF PERIDIDO TOWERS.

The property is located in ESCAMBIA County at 16785 PERDIDO KEY DRIVE, PENSACOLA, Florida 32507. In the event any item listed as Leases or Rents is determined to be personal property, this Assignment will also be regarded as a security agreement.

- 5. PAYMENTS. Assignor agrees that all payments under the Secured Debts will be paid when due and in accordance with the terms of the Secured Debts and this Assignment.
- B. COLLECTION OF RENTS. Assignor may collect, receive, enjoy and use the Rents so long as Assignor is not in default. Assignor will not collect in advance any Rents due in future tease periods, unless Assignor first obtains Lender's written consent. Upon default, Assignor will receive any Rents in trust for Lender and Assignor will not commingle the Rents with any other funds. When Lender so directs, Assignor will endorse and deliver any payments of Rents from the Property to Lender. Amounts collected will be applied at Lender's discretion to the Secured Debts, the costs of managing, protecting, valuating, appraising and preserving the Property, and other necessary expenses.

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- 17. APPLICABLE LAW. This Assignment is governed by the laws of Alabama, the United States of America, and to the extent required, by the laws of the jurisdiction where the Property is located, except to the extent such state laws are preempted by federal law.
- 18. JOINT AND INDIVIDUAL LIABILITY AND SUCCESSORS. Each Assignor's obligations under this Assignment are independent of the obligations of any other Assignor. Lender may sue each Assignor individually or together with any other Assignor. Lender may release any part of the Property and Assignor will still be obligated under this Assignment for the remaining Property. Assignor agrees that Lender and any party to this Assignment may extend, modify or make any change in the terms of this Assignment or any evidence of debt without Assignor's consent. Such a change will not release Assignor from the terms of this Assignment. Lender may assign all or part of Lender's rights under this Assignment without Assignor's consent. If Lender assigns this Assignment, all of Assignor's covenants, agreements, representations and warranties contained in this Assignment will benefit Lender's successors and assigns. The duties of this Assignment will bind the successors and assigns of Assignor.
- 19. AMENDMENT, INTEGRATION AND SEVERABILITY. This Assignment may not be amended or modified by oral agreement. No amendment or modification of this Assignment is effective unless made in writing and executed by Assignor and Lender. This Assignment and any other documents relating to the Secured Debts are the complete and final expression of the agreement. If any provision of this Assignment is unenforceable, then the unenforceable provision will be severed and the remaining provisions will still be enforceable.
- 20. INTERPRETATION. Whenever used, the singular includes the plural and the plural includes the singular. The section headings are for convenience only and are not to be used to interpret or define the terms of this Assignment.
- 21. NOTICE, ADDITIONAL DOCUMENTS AND RECORDING FEES. Unless otherwise required by law, any notice will be given by delivering it or mailing it by first class mail or via a nationally recognized overnight courier to the appropriate party's address listed in the DATE AND PARTIES section, or to any other address designated in writing. Notice to one Assignor will be deemed to be notice to all Assignors. Assignor will inform Lender in writing of any change in Assignor's name, address or other application information. Assignor will provide Lender any other, correct and complete information Lender requests to effectively mortgage or convey the Property. Assignor agrees to pay all expenses, charges and taxes in connection with the preparation and recording of this Assignment. Assignor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Assignor's obligations under this Assignment and to confirm Lender's lien status on any Property, and Assignor agrees to pay all expenses, charges and taxes in connection with the preparation and recording thereof. Time is of the essence.

SIGNATURES. By signing, Assignor agrees to the terms and covenants contained in this Assignment. Assignor also acknowledges receipt of a copy of this Assignment.

ASSIGNOR:

TRACEY R CARPENTER
Florida Assignment of Leases and Rents
AL/4XXXXXXXXX0000000001180050060517N

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Initials At A Page 7

#### **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: 104800040 Certificate Number: 006245 of 2020

Payor: TRACEY CARPENTER 563 WOODYARD RD LEROY AL 36548 Date 11/4/2022

Clerk's Check #	516980	Clerk's Total	\$517,66 \$6,390
Tax Collector Check #	1	Tax Collector's Total	\$6,3 <b>7</b> 5.27
	The second secon	Postage	\$19 <b>/8</b> 0
		Researcher Copies	\$0.00
	Harris Balling St. P. L. A. The Salar of J. C. The	Recording	\$10.00
		Prep Fee	\$7.00
The make in second and the second		Total Received	\$6,929.63

\$6,407.80

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

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#### **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 # 2020 TD 006245 Redeemed Date 11/4/2022

Name TRACEY CARPENTER 563 WOODYARD RD LEROY AL 36548

Clerk's Total = TAXDEED	\$51.7/56 \$6,390.80		
Due Tax Collector = TAXDEED	\$6 <b>,3</b> 75.27		
Postage = TD2	\$19.80		
ResearcherCopies = TD6	\$0.00		
Release TDA Notice (Recording) = RECORD2	\$10.00		
Release TDA Notice (Prep Fee) = TD4	\$7.00		

#### • For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name	
FINANCIAL SUMMARY						
No Information Available - See Dockets						





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

Tax Deed - Redemption Calculator
Account: 104800040 Certificate Number: 006245 of 2020

Redemption No V	Application Date 4/21/2022	Interest Rate 18%
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 1/9/2023	Redemption Date 11/4/2022
Months	9	7
Tax Collector	\$5,611.47	\$5,611.47
Tax Collector Interest	\$757.55	\$589.20
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$6,375.27	\$6,206.92
Record TDA Notice	\$17.00	\$17.00
Clerk Fee	\$119.00	\$119.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$200.00	\$200.00
App. Fee Interest	\$61.56	\$47.88
Total Clerk	\$517.56	\$503.88) C H
Release TDA Notice (Recording)	\$10.00	\$10.00
Release TDA Notice (Prep Fee)	\$7.00	\$7.00
Postage	\$19.80	\$0.00
Researcher Copies	\$0.00	\$0.00
Total Redemption Amount	\$6,929.63	\$6,727.80
	Repayment Overpayment Refund Amount	\$201.83
Book/Page	8789	1478

Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2022108465 11/4/2022 2:41 PM OFF REC BK: 8885 PG: 1264 Doc Type: RTD

#### 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 8789, Page 1478, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 06245, issued the 1st day of June, A.D., 2020

TAX ACCOUNT NUMBER: 104800040 (0123-63)

DESCRIPTION OF PROPERTY:

UNIT 302 OF PERDIDO TOWER CONDOMINIUM ALSO 1/67 INT IN COMMON ELEMENTS OR 7733 P 400

**SECTION 01, TOWNSHIP 4 S, RANGE 33 W** 

NAME IN WHICH ASSESSED: TRACEY R CARPENTER

Dated this 4th day of November 2022.

COUNTY TOR

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By: Emily Hogg Deputy Clerk