

# **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

0923.36

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Application Infor	mation				Land De Communication	The second secon
ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC FBO SEC PTY PO BOX 12225 NEWARK, NJ 07101-3411				Application date		Apr 17, 2023
WILLIAMS ERNEST J 6726 FLAGLER DR PENSACOLA, FL 32503				Certificate	<b>#</b>	2021 / 788
6726 FLAGLER DR 02-3507-000 LT 22 MALARY PARK PB 4 P 82 OR 7144 P 890				Date certificate issued		06/01/2021
es Owned by App	licant and	l Filed w	ith Tax Deed	Applicatio	n The Color	The second secon
						Column 5: Total (Column 3 + Column 4)
		1 ace Amo	680.40			
06/01/2	022		686.47		34.32	720.79
		<del></del>		<b>→</b> F	art 2: Total*	1,435.21
tificates Redeem	ed by Apr	olicant (C	ther than Co	unty)		
Column 2 Date of Other Certificate Sale	Colu Face A	mn 3 mount of	Column 4		Column 5 Interest	Total (Column 3 + Column 4 + Column 5)
						0.00
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es paid by the applic	ant			10101 011 011		0.00
						607.61
						200.00
						175.00
	der s.197.5	42, F.S. (s	ee Tax Collecto	or Instruction	s, page 2)	0.00
						2,417.82
				y informatio	n report fee, a	nd tax collector's fees
a that the property in	ilorinadori 5	•	J 41.03.134.			
d that the property in			<u> </u>	Es	cambia, Flori May 1st, 2	
	ASSEMBLY TAX 30 ASSEMBLY TAX 30 ASSEMBLY TAX 30 PO BOX 12225 NEWARK, NJ 07: WILLIAMS ERNES: 6726 FLAGLER DR PENSACOLA, FL 6726 FLAGLER DR 02-3507-000 LT 22 MALARY PA  BE Owned by App Column Date of Certificates Redeem Column 2 Date of Other Certificate Sale  Column 2 Date of Other Certificate Sale	ASSEMBLY TAX 36 LLC FBO PO BOX 12225 NEWARK, NJ 07101-3411 WILLIAMS ERNEST J 6726 FLAGLER DR PENSACOLA, FL 32503 6726 FLAGLER DR 02-3507-000 LT 22 MALARY PARK PB 4 P  SOWNED BY Applicant and Column 2 Date of Certificate Sale 06/01/2021 06/01/2022  Tificates Redeemed by Applicant Pace Are Certificate Sale Column 2 Date of Other Certificate Sale Other Certificate Sal	ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC FBO SEC PTY PO BOX 12225 NEWARK, NJ 07101-3411 WILLIAMS ERNEST J 6726 FLAGLER DR PENSACOLA, FL 32503 6726 FLAGLER DR 02-3507-000 LT 22 MALARY PARK PB 4 P 82 OR 714  BE Owned by Applicant and Filed with the part of Certificate Sale of Certificate Sale of Certificate Sale of Other Sale of O	ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC FBO SEC PTY PO BOX 12225 NEWARK, NJ 07101-3411 WILLIAMS ERNEST J 6726 FLAGLER DR PENSACOLA, FL 32503 6726 FLAGLER DR 02-3507-000 LT 22 MALARY PARK PB 4 P 82 OR 7144 P 890  BE Owned by Applicant and Filed with Tax Deed TO Date of Certificate Sale  O6/01/2021  O6/01/2022  Column 2 Date of Other Certificate Redeemed by Applicant (Other than Column 2 Date of Other Certificate Sale  Column 3 Face Amount of Column 4 Tax Collector's  Column 5 Tax Collector's  Column 6 Tax Collector's  Column 6 Tax Collector's  Column 7 Tax Collector's  Column 6 Tax Collector's  Column 7 Tax Collector's  Column 8 Tax Collector's  Column 9 Tax Collector's  Column 10 Tax Collector's  Column 11 Tax Collector's  Column 12 Tax Collector's  Column 13 Tax Collector's  Column 14 Tax Collector's  Column 15 Tax Collector's	ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC FBO SEC PTY PO BOX 12225 NEWARK, NJ 07101-3411  WILLIAMS ERNEST J 6726 FLAGLER DR PENSACOLA, FL 32503 6726 FLAGLER DR 02-3507-000 LT 22 MALARY PARK PB 4 P 82 OR 7144 P 890  BS Owned by Applicant and Filed with Tax Deed Application  Column 2 Date of Certificate Sale O6/01/2021 680.40  06/01/2022 686.47  Column 3 Face Amount of Certificate Column 3 Face Amount of Certificate Column 4 Tax Collector's Fee  Column 5 Face Amount of Certificate Sale Column 7 Certificate Sale Column 8 Face Amount of Certificate Sale Column 9 Face Amount of Certificate Sale Column 1 Tax Collector's Fee  Column 2 Date of Other Certificate Certificate Sale Column 3 Face Amount of Certificate Sale Column 4 Tax Collector's Fee Column 4 Tax Collector's Fee Column 4 Tax Collector's Fee Column 5 Total of Part Certificate Sale Sale Column 4 Tax Collector's Fee Column 5 Total Pa Column 6 Total Pa Column 7 Total Pa Column 8 Total Pa Column 9 Total Pa Column 9 Total Pa Column 1 Total Pa Column 1 Total Pa Column 1 Total Pa Column 1 Total Pa Column 2 Column 3 Face Amount of Column 4 Tax Collector Instruction Total Pa	ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC FBO SEC PTY PO BOX 12225  NEWARK, NJ 07101-3411  WILLIAMS ERNEST J 6726 FLAGLER DR PENSACOLA, FL 32503 6726 FLAGLER DR 02-3507-000 LT 22 MALARY PARK PB 4 P 82 OR 7144 P 890  BS Owned by Applicant and Filed with Tax Deed Application  Column 2 Date of Certificate Sale  06/01/2021 680.40 34.02  06/01/2022 686.47  Column 3 Face Amount of Certificate Application  Column 4 Interest  Tifficates Redeemed by Applicant (Other than County)  Column 2 Date of Other Certificate Sale  Column 5 Interest  Part 3: Total*

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

Pai	t 5: Clerk of Court Certified Amounts (Lines 8-14)	
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.	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.	37,291.00
16.	Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	
Sign h	ere: Date of sale 09/06/2 Signature, Clerk of Court or Designee	023

## INSTRUCTIONS 4 1250

## 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

Application Number: 2300056

To: Tax Collector of ES	CAMBIA COUNTY	_, Florida	
I, ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC FBC PO BOX 12225 NEWARK, NJ 07101-3411, hold the listed tax certificate		same to the Tax	Collector and make tax deed application thereon
Account Number	Certificate No.	Date	Legal Description
02-3507-000	2021/788	06-01-2021	LT 22 MALARY PARK PB 4 P 82 OR 7144 P 890
<ul> <li>pay all delinquent</li> <li>pay all Tax Collect</li> <li>Sheriff's costs, if a</li> </ul>	nding tax certificates plus in t and omitted taxes, plus in tor's fees, property informa applicable.	nterest covering that	e property.  Clerk of the Court costs, charges and fees, and
Attached is the tax sale cer which are in my possession		cation is based and	d all other certificates of the same legal description
Electronic signature on fil ASSEMBLY TAX 36, LLC ASSEMBLY TAX 36 LLC PO BOX 12225 NEWARK, NJ 07101-34	FBO SEC PTY		<u>04-17-2023</u> Application Date

Applicant's signature

**Real Estate Search** 

**Tangible Property Search** 

Sale List

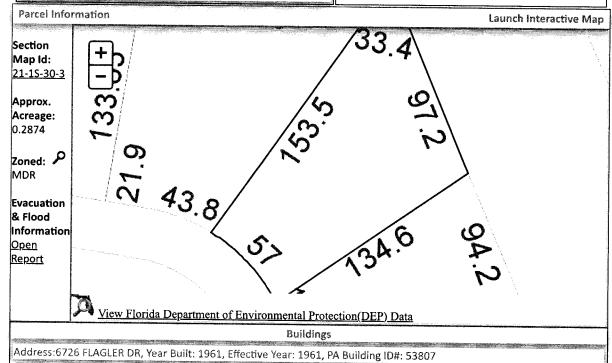
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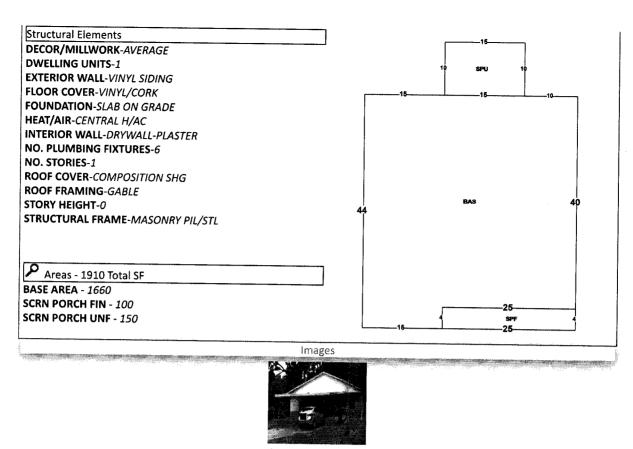
Account ○ Parcel ID 

◆

Printer Friendly Version

		27	○ Parcel						Printer Frier	luly version
General Infor	mation					Assess	ments		26 000	
Parcel ID:		211530	11250000	22		Year	Land	Imprv	Total	Cap Val
Account:		023507	000			2022	\$12,398	\$100,766	\$113,164	\$74,582
Owners:		WILLIA	MS ERNEST	J		2021	\$12,398	\$79,592	\$91,990	\$72,410
Mail:			AGLER DR OLA, FL 32			2020	\$12,398	\$69,863	\$82,261	\$71,411
Situs:		6726 Fl	AGLER DR	32503		į		Disclaim	or	
Use Code:		SINGLE	FAMILY RE	عر <sub>SID</sub>	•			Discialili	EI	
Taxing Authority:	COUNTY MSTU						10 marrock-copy or constitution and	Tax Estima	itor Exemption	
Tax Inquiry lin Escambia Cou Sales Data				ord		2022 6	wified Dell	Exemptions	NA CONTRACTOR OF THE PARTY OF T	
		10			Official Records	12 10 10 10 10 10 10 10 10 10 10 10 10 10	TEAD EXEM	and the same of th		for the same
Sale Date	Book	Page	Value	Type	(New Window)	HOIVIES	TEAD EXEIV	PTION		***************************************
04/14/2014	7154	1729	\$100	CJ	D <sub>o</sub>	Legal D	escription	Time Will Table	,	· · · · · · · · · · · · · · · · · · ·
04/04/2014	7154	1740	\$100	CJ	C <sub>b</sub>	COULD STREET CONTROL OF THE PARTY OF THE PAR	emokalika (ilika kanana ilika ka	CPB 4 P 82 C	R 7144 P 890	)
03/07/2014	7144	890	\$36,000	WD	D <sub>a</sub>					
04/23/2013	7007	805	\$100	CJ	C <sub>b</sub>	Extra Fe	atures	V27 / / / / / / / / / / / / / / / / / / /		
04/23/2013	7007	802	\$100	CI	D <sub>a</sub>	CARPO		enin ya Maria ya B		
Official Record Escambia Coul	ls Inqui nty Cler	ry court k of the	esy of Pan	Child	ers	GREEN	HOUSE			





10/21/2019 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:05/02/2023 (tc.6086)

Pam Childers CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY FLORIDA INST# 2023036106 5/8/2023 9:32 AM OFF REC BK: 8973 PG: 647 Doc Type: TDN

# NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That ASSEMBLY TAX 36 LLC holder of Tax Certificate No. 00788, issued the 1st day of June, A.D., 2021 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:

LT 22 MALARY PARK PB 4 P 82 OR 7144 P 890

SECTION 21, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 023507000 (0923-36)

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

### **ERNEST J WILLIAMS**

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 Wednesday in the month of September, which is the 6th day of September 2023.

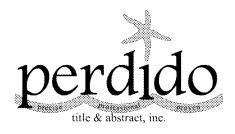
Dated this 5th day of May 2023.

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.

COUNTY

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

SCOTT LUNSFORD,	ESCAMBIA COUNTY TA	X COLLECTOR		
TAX ACCOUNT #:	02-3507-000	CERTIFICATE #:	2021-	788
REPORT IS LIMITEI	OT TITLE INSURANCE. THE TO THE PERSON(S) EXIPORT AS THE RECIPIENT	PRESSLY IDENTIFIED I	BY NAME IN TH	HE PROPERTY
listing of the owner(s) tax information and a encumbrances recorde title to said land as list	repared in accordance with to of record of the land describilisting and copies of all opened in the Official Record Booked on page 2 herein. It is the If a copy of any document land.	ped herein together with cu n or unsatisfied leases, mon oks of Escambia County, F e responsibility of the part	arrent and delinquetgages, judgment Torida that appea y named above to	uent ad valorem ts and r to encumber the o verify receipt of
and mineral or any sub	et to: Current year taxes; tax osurface rights of any kind on ups, boundary line disputes, a of the premises.	r nature; easements, restric	ctions and covena	ints of record;
	nsure or guarantee the validi rance policy, an opinion of ti			
Use of the term "Repo	ort" herein refers to the Prope	erty Information Report an	d the documents	attached hereto.
Period Searched:	June 14, 2003 to and inclu	uding June 14, 2023	Abstractor:	Cody Campbel
BY				

Michael A. Campbell,

THE ATTACHED REPORT IS ISSUED TO:

As President

Dated: June 16, 2023

#### PROPERTY INFORMATION REPORT

**CONTINUATION PAGE** 

June 16, 2023

Tax Account #: 02-3507-000

1. The Grantee(s) of the last deed(s) of record is/are: ERNEST JOSEPH WILLIAMS

By Virtue of Warranty Deed recorded 3/11/2014 in OR 7144/890

- 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 Central Credit Union of Florida recorded 3/11/2014 OR 7144/891
- 4. Taxes:

Taxes for the year(s) 2020 - 2022 are delinquent.

Tax Account #: 02-3507-000 Assessed Value: \$74,582.00

**Exemptions: HOMESTEAD EXEMPTION** 

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:	SEP 6, 2023
TAX ACCO	UNT #:	02-3507-000
CERTIFICA	ATE #:	2021-788
those person	s, firms, and/or agencies having l	tatutes, the following is a list of names and addresses of egal interest in or claim against the above-described ficate is being submitted as proper notification of tax deed
YES NO	Notify City of Pensacola, P.O. B Notify Escambia County, 190 G Homestead for <u>2022</u> tax year.	overnmental Center, 32502

ERNEST JOSEPH WILLIAMS 6726 FLAGLER DR PENSACOLA, FL 32503

CENTRAL CREDIT UNION OF FLORIDA 6200 N. "W" ST. PENSACOLA, FL 32522 CENTRAL CREDIT UNION OF FLORIDA 1200 E NINE MILE RD PENSACOLA, FL 32514

CENTRAL CREDIT UNION OF FLORIDA PO BOX 17048 PENSACOLA, FL 32522

Certified and delivered to Escambia County Tax Collector, this  $16^{th}$  day of June, 2023.

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

June 16, 2023 Tax Account #:02-3507-000

# LEGAL DESCRIPTION EXHIBIT "A"

LT 22 MALARY PARK PB 4 P 82 OR 7144 P 890

**SECTION 21, TOWNSHIP 1 S, RANGE 30 W** 

TAX ACCOUNT NUMBER 02-3507-000(0923-36)

PREPARED BY & RETURN TO:

Julie Messer, an employee of Name:

Old Town Title of Pensacola, LLC

Address: 411 W. Gregory Street

Pensacola, FL 32502

227 90

File No. 14-02-3608

Parcel No.: 211S30-1125-000-022

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

This WARRANTY DEED, made the 4th day of March, 2014, by DENNIS E. CAMPBELL, ERNESTINE WILLIAMS and ALMA SHERAN NOLES, hereinafter called the Grantors, to ERNEST JOSEPH WILLIAMS, a single person, whose post office address is \_\_\_6726 Flagler Dr, Pensacola, FL 32503\_\_\_, hereinafter called the Grantee:

WITNESSETH: That the Grantors, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate in County of Escambia, State of Florida, viz:

Lot 22, Malary Park, a subdivision of Lot 11 and a portion of Lots 12, 24 and 25, of Section 21, Township 1 South, Range 30 West, Escambia County, Florida, according to plat recorded in Plat Book 4 at page 82 of the public records of said county.

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

THE ABOVE-DESCRIBED PROPERTY IS NOT THE CONSTITUTIONAL HOMESTEAD OF THE GRANTORS, NOR IS IT CONTIGUOUS TO SUCH.

AND SUBSEQUENT YEARS, RESTRICTIONS, SUBJECT TO TAXES FOR THE YEAR 2014 RESERVATIONS, COVENANTS AND EASEMENTS OF RECORD, IF ANY.

TO HAVE AND TO HOLD the same in fee simple forever.

And the Grantors hereby covenant with the Grantee that the Grantors are lawfully seized of said land in fee simple, that the Grantors have good right and lawful authority to sell and convey said land and that the Grantors hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever. Grantors further warrant that said land is free of all encumbrances, except as noted herein and except taxes accruing subsequent to December 31, 2014

IN WITNESS WHEREOF, the said Grantors have signed and sealed these presents, the day and year first above written.

Signed, sealed and delivered in the presence of:

Signature as to Dennis Thelma

Witness Signature as to Dennis

Printed Name

Witness Signature as to Ernastin Printed Name:

Witness Signature as to Ernestine & Alma Printed Name: Pope Lello

COUNTY OF 6 Teachowne

Name: Alma Sheran Noles

Name: Dennis E. Campbell

us tirue Name: Ernestine Williams

Address: 1920 Elodie Lane, Gulf Breeze, FL 32563

Address: 1920 Elodie Lane, Gulf Breeze, FL 32563

Address: 1920 Elodie Lane, Gulf Breeze, FL

State of Florida County of Escambia

The foregoing instrument was acknowledged before me this 7th day of March, 2014, by Expestine Williams and Alma Sheran Noles, who did produced a firster license as identification. Messer

w. el

c.A. Messe

漢字を W W

Notary Public
State of Florida Commission No. EE173165 Commission Expires: March 21, 2016

The foregoing instrument was acknowledged before me this

Dennis E. Campbell, who are personally known to me or who have produced driver license day of March, 2014, by as identification.



STATE OF Louisiana

**Hayes Babin** Notary Public ID #9126 Terrebonne Parish, LA Commission is for life.

Signature of Notary
Printed Name Hayes Babin Hala b
My commission expires Furth my Life

Recorded in Public Records 03/11/2014 at 02:30 PM OR Book 7144 Page 891, Instrument #2014016480, Pam Childers Clerk of the Circuit Court Escambia County, FL Recording \$52.50 MTG Stamps \$145.60

RETURN TO:
OLD TOWN TITLE OF PENSACOLA
411 W. GREGORY ST.
PENSACOLA,FL. 32502
14-02-3608

PREPARED BY
MAUREEN LITTLEFIELD
6200 N. "W" ST.
Pensacola, FL 32505

145.60

WHEN RECORDED, MAIL TO Central Credit Union of Florida PO BOX 17048 Pensacola, FL 32522

	MORTGAGE	SPACE ABOVE IS FOR RECORDER'S USE
THIS MORTGAGE is made on 03/07/	/14	, between the Mortgagor,
ERNEST JOSEPH WILLIAMS, AN UNMARRIED		
a/k/a Ernest Williams		
(herein "Borrower"), and the Mortgagee,	Central Credit Union of Florida	, а
corporation organized and existing under	the laws of State of Florida	
whose address is 6200 N. "W" ST. Pensac	Ola, FL 32522	(herein "Lender").
is evidenced by Borrower's note dated providing for monthly installments of prir due and payable on 03/21/34	03/07/14 and extensions noipal and interest, with the balant of the indebtedness evidenced thereon, advanced in accordance overants and agreements of Bo	by the Note, with interest thereon; the herewith to protect the security of this prower herein contained, Borrower does
SEE ATTACHED EXHIBIT A		
which has the address of 6726 Flagler I	Orive (Street)	
Pensacola	, Floric	la 32503 (herein "Property Address");
(City)		(Zip Code)
appurtenances and rents, all of which s Mortgage; and all of the foregoing, toge leasehold) are hereinafter referred to as the Borrower covenants that Borrower	hall be deemed to be and remail ther with said property (or the e "Property." is lawfully seised of the estate by, and that the Property is une er warrants and will defend gen	the property, and all easements, rights, no part of the property covered by this leasehold estate if this Mortgage is on a hereby conveyed and has the right to noumbered, except for encumbrances of erally the title to the Property against all

Order: QuickView\_Gtr Gte Doc: 7144-891 REC ALL

CUNA Mutual Group 2013 All Rights Reserved

Page 1

EFL209-e

BK: 7144 PG: 892

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest

indebtedness evidenced by the Note and late charges as provided in the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender may agree in writing at the time of expertises of this Mattagae that interest on the charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall appear to pay the same of be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the

deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any.

5. Hazard Insurance. Borrower shall keep the improvements now existing or hereafter erected on the

Property insured against loss by fire, hazards included within the term "extended coverage", flood and such other

hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make

proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration

or repair of the Property or to the sums secured by this Mortgage.

or repair or the Property or to the sums secured by this Mortgage.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents

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Page 2

7144 PG: 893 BK:

> 7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Mortgage, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lenders with a property of the later applicable to the later applicable to the later and the later applicable to the later a

> Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action

hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable

cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or

other security agreement with a lien which has priority over this Mortgage.

10. Borrower Not Released; Forbearance by Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or

preclude the exercise of any such right or remedy

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements 11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

12 Notice Except for any notice required under applicable law to be given in another manner. (a) any notice

12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by First Class mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by First Class mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given

in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Note are declared to be severable. As used herein, "costs", "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the

time of execution or after recordation hereof.

15. Rehabilitation Loan Agreement. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

16. Transfer of Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Lender if exercise is prohibited by

federal law as of the date of this Mortgage.

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> If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Mortgage. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Mortgage without further notice or demand on Borrower.
>
> NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:
>
> 17. Acceleration; Remedies. Except as provided in paragraph 16 hereof, upon Borrower's breach of any

covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, foreclosureby judicial proceeding, and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Borrower to acceleration and foreclosure. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceedingall expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports.

18. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys', except where prohibited by law, fees and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured

hereby shall remain in full force and effect as if no acceleration had occurred.

19. Assignment of Rents; Appointment of Receiver. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due

and payable.

. Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

20. Release. Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without

charge to Borrower. Borrower shall pay all costs of recordation, if any.

21. Attorneys' Fees. As used in this Mortgage and in the Note, "attorneys' fees" shall include attorneys' fees, if any, which may be awarded by an appellate court.

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 REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

## NOTICE TO BORROWER

Do not sign this Mortgage if it contains blank spaces. All spaces should be completed before you sign.

Julie A Messer Notary Public State of Florida Commission No. EE17; Commission Expires: March	3165 1 21, 2016
duced <u>driver license</u> as	identification and
efore me this 03/07/14	(date)
County ss:	
NMLSR ID Number	<del></del>
729868	
Name of Borrower Typed, Printed or Sta	amped
X	inted or Stamped (Seal)
	<u> </u>
Signature of Borrower	(Seal)
Mailing Address of Borrower, Typed, Pr	inted or Stamped
Name of Borrower Typed, Printed or Sta	mped
Signature of Borrower	(Seal)
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ernest joseph williams	· i beal)
Cianatura of Dama(Jon )	(9201)
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Order: QuickView\_Gtr Gte Doc: 7144-891 REC ALL

BK: 7144 PG: 896 Last Page

Exhibit "A"

Lot 22, Malary Park, a subdivision of Lot 11 and a portion of Lots 12, 24 and 25, of Section 21, Township 1 South, Range 30 West, Escambia County, Florida, according to plat recorded in Plat Book 4 at page 82 of the public records of said county.

Order: QuickView\_Gtr Gte Doc: 7144-891 REC ALL

#### **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: 023507000 Certificate Number: 000788 of 2021

Payor: ERNEST J WILLIAMS 6726 FLAGLER DR PENSACOLA, FL 32503 Date 6/29/2023

Clerk's Check #

Clerk's Total

\$490.20

Tax Collector Check #

1

Tax Collector's Total \$2,611.66

007.50

Postage

\$27.52

Researcher Copies

\$0.00

Recording

\$10.00

Prep Fee

\$7.00

Total Received

\$3,146.28

2,4669.53

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

## **Escambia County Receipt of Transaction** Receipt # 2023049447

Cashiered by: mkj

Pam Childers Clerk of Court Escambia County, Florida

**Received From** 

**WILLIAMS, ERNEST J** 6726 FLAGLER DR PENSACOLA, FL 32503

On Behalf Of:

On: 6/29/23 10:02 am Transaction # 101805844

CaseNumber 2021 TD 000788						
Fee Description	Fee	<b>Prior Paid</b>	Waived	Due	Paid	Balance
(RECORD2) RECORD FEE FIRST PAGE	10.00	10.00	0.00	0.00	0.00	0.00
(TD1) TAX DEED APPLICATION	60.00	60.00	0.00	0.00	0.00	0.00
(TD7) ONLINE AUCTION FEE	59.00	59.00	0.00	0.00	0.00	0.00
(TD4) PREPARE ANY INSTRUMENT	7.00	0.00	0.00	7.00	7.00	0.00
(TD4) PREPARE ANY INSTRUMENT	7.00	7.00	0.00	0.00	0.00	0.00
(TAXDEED) TAX DEED CERTIFICATES	320.00	320.00	0.00	0.00	0.00	0.00
(TAXDEED) TAX DEED CERTIFICATES	2652.53	0.00	0.00	2652.53	2652.53	0.00
(RECORD2) RECORD FEE FIRST PAGE	10.00	0.00	0.00	10.00	10.00	0.00
Total:	3125.53	456.00	0.00	2669.53	2669.53	0.00
	٨.					
Grand Total:	3125.53	456.00	0.00	2669.53	2669.53	0.00

PAYMEN'	

Payment Type	Reference		Amount	Refund	Overage	Change	<b>Net Amount</b>
отс	~ ~ Authorization Code:100227	ОК	2669.53	0.00	0.00	0.00	2669.53

Payments Total: 2669.53

0.00

0.00

2762.96

2669.53

0.00

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2023051833 6/29/2023 10:11 AM
OFF REC BK: 9000 PG: 1422 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 8973, Page 647, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 00788, issued the 1st day of June, A.D., 2021

TAX ACCOUNT NUMBER: 023507000 (0923-36)

**DESCRIPTION OF PROPERTY:** 

LT 22 MALARY PARK PB 4 P 82 OR 7144 P 890

SECTION 21, TOWNSHIP 1 S, RANGE 30 W

NAME IN WHICH ASSESSED: ERNEST J WILLIAMS

Dated this 29th day of June 2023.

COMPTAG

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

By:

Emily Hogg Deputy Clerk