CERTIFICATION OF TAX DEED APPLICATION

Sections 197.502 and 197.542, Florida Statutes

FLORIDA

0424-06

Part 1: Tax Deed Application Information			
Applicant Name Applicant Address	TLGFY, LLC CAPITAL ONE, N.A., AS COLLATERAL ASSIGNEE OF TLGFY, LLC PO BOX 669139 DALLAS, TX 75266-9139	Application date	Jul 26, 2023
Property description	WILLOUGHBY BARBARA STEELE TYRON 401 N S ST PENSACOLA, FL 32505 401 N S ST 15-1610-000 LTS 18 19 AND N 16 5/10 FT OF LT 20 BLK 192 WEST KING TRACT OR 2882 P 949 OR 4928 P 129 OR 6317 P 86 (Full legal attached.)	Certificate #	2021 / 6794
		Date certificate issued	06/01/2021

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)
# 2021/6794	06/01/2021	648.41	32.42	680.83
			➔Part 2: Total*	**680.83**

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)
# 2023/7540	06/01/2023	878.15	6.25	43.91	928.31
# 2022/7380	06/01/2022	853.62	6.25	42.68	902.55
				Part 3: Total*	**1,830.86**

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)	2,511.69
2. Delinquent taxes paid by the applicant	0.00
3. Current taxes paid by the applicant	0.00
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)	2,886.69

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: Jennifer N. Cassidy
Signature, Tax Collector or Designee

Escambia, Florida
Date August 11th, 2023

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

+ $6.25

Part 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.	34,503.00
16. Statutory opening bid (total of Lines 7, 14, 15, and 16 if applicable)	

Sign here: _____ Date of sale 04/03/2024
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.

LTS 18 19 AND N 16 5/10 FT OF LT 20 BLK 192 WEST KING TRACT OR 2882 P 949 OR 4928 P 129 OR 6317 P 866 OR 6320 P 1750 OR 6424 P 1107 CA 126

APPLICATION FOR TAX DEED

Section 197.502, Florida Statutes

512
R. 12/16

Application Number: 2300515

To: Tax Collector of ESCAMBIA COUNTY, Florida

I,

TLGFY, LLC
CAPITAL ONE, N.A., AS COLLATERAL ASSIGNEE OF TLGFY, LLC
PO BOX 669139
DALLAS, TX 75266-9139,

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
15-1610-000	2021/6794	06-01-2021	LTS 18 19 AND N 16 5/10 FT OF LT 20 BLK 192 WEST KING TRACT OR 2882 P 949 OR 4928 P 129 OR 6317 P 866 OR 6320 P 1750 OR 6424 P 1107 CA 126

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
TLGFY, LLC
CAPITAL ONE, N.A., AS COLLATERAL ASSIGNEE OF
TLGFY, LLC
PO BOX 669139
DALLAS, TX 75266-9139

Applicant's signature

07-26-2023
Application Date

Chris Jones
Escambia County Property Appraiser

Real Estate Search **Tangible Property Search** **Sale List**

Back

Nav. Mode ◉ Account ○ Parcel ID

Printer Friendly Version

General Information

Parcel ID:	000S009060018192
Account:	151610000
Owners:	WILLOUGHBY BARBARA STEELE TYRON
Mail:	401 N S ST PENSACOLA, FL 32505
Situs:	401 N S ST 32505
Use Code:	SINGLE FAMILY RESID
Taxing Authority:	PENSACOLA CITY LIMITS
Tax Inquiry:	Open Tax Inquiry Window

Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2023	$9,845	$104,271	$114,116	$69,006
2022	$9,845	$93,042	$102,887	$66,997
2021	$9,845	$74,119	$83,964	$65,046

Disclaimer

Tax Estimator

File for New Homestead Exemption Online

Report Storm Damage

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
04/14/2008	6424	1107	$100	QC	
04/14/2008	6320	1750	$100	CJ	
04/04/2008	6317	866	$100	QC	
06/2002	4928	129	$100	QC	
06/1990	2882	949	$9,000	WD	

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

2023 Certified Roll Exemptions

HOMESTEAD EXEMPTION

Legal Description

LTS 18 19 AND N 16 5/10 FT OF LT 20 BLK 192 WEST KING TRACT OR 2882 P 949 OR 4928 P 129 OR 6317 P 866 OR 6320 P 1750...

Extra Features

None

Parcel Information

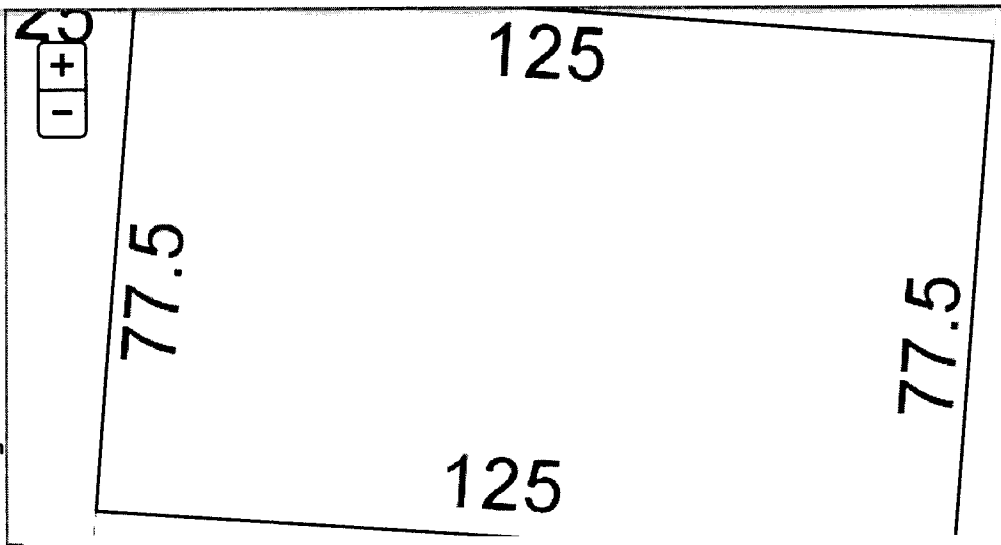
Launch Interactive Map

Section Map Id: CA126

Approx. Acreage: 0.2260

Zoned: R-1A
R-1A

Evacuation & Flood Information Open Report



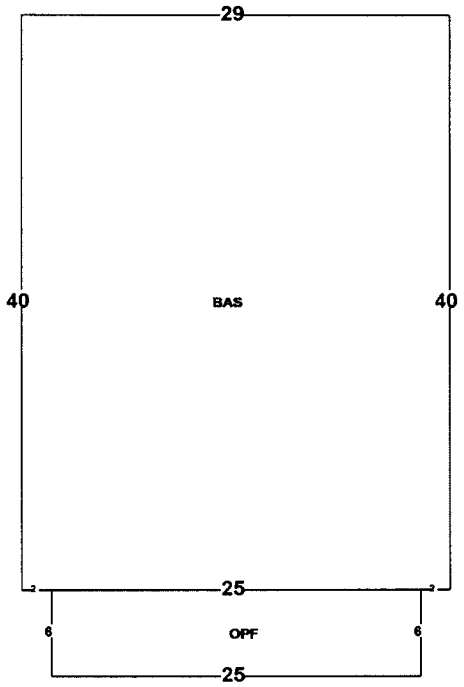
View Florida Department of Environmental Protection(DEP) Data

Buildings

Address:401 N S ST, Year Built: 2002, Effective Year: 2002, PA Building ID#: 25550

Structural Elements

DECOR/MILLWORK-*AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*VINYL SIDING*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*3*
NO. STORIES-*1*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*GABL/HIP COMBO*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*



Areas - 1310 Total SF

BASE AREA - *1160*
OPEN PORCH FIN - *150*

Images

7/29/2014 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:02/18/2023 (tc.3586)

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2023067575 8/18/2023 1:59 PM
OFF REC BK: 9027 PG: 1935 Doc Type: TDN

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **TLGFY LLC** holder of **Tax Certificate No. 06794**, 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:

LTS 18 19 AND N 16 5/10 FT OF LT 20 BLK 192 WEST KING TRACT OR 2882 P 949 OR 4928 P 129 OR 6317 P 866 OR 6320 P 1750 OR 6424 P 1107 CA 126

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 151610000 (0424-06)

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

BARBARA WILLOUGHBY and TYRON STEELE

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 April, which is the **3rd day of April 2024.**

Dated this 18th day of August 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.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ARCHIVES AND RECORDS
CHILDSUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
FAMILY LAW
JURY ASSEMBLY
JUVENILE
MENTAL HEALTH
MIS
OPERATIONAL SERVICES
PROBATE
TRAFFIC

COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

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

PAM CHILDERS, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 151610000 Certificate Number: 006794 of 2021

Payor: BARBARA WILLOUGHBY 401 N S ST PENSACOLA, FL 32505 **Date** 11/7/2023

Clerk's Check #	293727	Clerk's Total	$317.56 $229.50
Tax Collector Check #	1	Tax Collector's Total	$3,232.64
		Postage	$60.00
		Researcher Copies	$0.00
		Recording	$10.00
		Prep Fee	$7.00
		Total Received	~~$3,877.20~~ $3,246.50

PAM CHILDERS
Clerk of the Circuit Court

Received By: _____
Deputy Clerk

Escambia County Government Complex • 221 Palafox Place Ste 110 • PENSACOLA, FLORIDA 32502
(850) 595-3793 • FAX (850) 595-4827 • http://www.clerk.co.escambia.fl.us

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ARCHIVES AND RECORDS
CHILDSUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
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 # 2021 TD 006794
Redeemed Date 11/7/2023
Name BARBARA WILLOUGHBY 401 N S ST PENSACOLA, FL 32505

Clerk's Total = TAXDEED	$517.56 3229.50
Due Tax Collector = TAXDEED	$3,232.64
Postage = TD2	$60.00
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

Search Property | Property Sheet | Lien Holder's | Sold To | Redeem | Forms | Courtview | Benchmark

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 151610000 Certificate Number: 006794 of 2021

Redemption: No | Application Date: 7/26/2023 | Interest Rate: 18%

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 4/3/2024	Redemption Date 11/7/2023
Months	9	4
Tax Collector	$2,886.69	$2,886.69
Tax Collector Interest	$389.70	$173.20
Tax Collector Fee	$6.25	$6.25
Total Tax Collector	$3,282.64	$3,066.14 TC
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	$27.36
Total Clerk	$517.56	$483.36 CH
Release TDA Notice (Recording)	$10.00	$10.00
Release TDA Notice (Prep Fee)	$7.00	$7.00
Postage	$60.00	$0.00
Researcher Copies	$0.00	$0.00
Total Redemption Amount	$3,877.20	$3,566.50
	Repayment Overpayment Refund Amount	$310.70
Book/Page	9027	1935

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2023089294 11/7/2023 2:39 PM
OFF REC BK: 9065 PG: 766 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 9027, Page 1935, of Escambia County, for the tax certificate, tax deed, and property described below:

Tax Certificate No. Certificate No. 06794, issued the 1st day of June, A.D., 2021

TAX ACCOUNT NUMBER: **151610000 (0424-06)**

DESCRIPTION OF PROPERTY:

LTS 18 19 AND N 16 5/10 FT OF LT 20 BLK 192 WEST KING TRACT OR 2882 P 949 OR 4928 P 129 OR 6317 P 866 OR 6320 P 1750 OR 6424 P 1107 CA 126

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

NAME IN WHICH ASSESSED: BARBARA WILLOUGHBY and TYRON STEELE

Dated this 7th day of November 2023.

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

perdido
title & abstract, inc.

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 #: **15-1610-000** CERTIFICATE #: **2021-6794**

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: **January 11, 2004 to and including January 11, 2024** Abstractor: **Vicki Campbell**

BY

Michael A. Campbell,
As President
Dated: January 16, 2024

PROPERTY INFORMATION REPORT
CONTINUATION PAGE

January 16, 2024
Tax Account #: **15-1610-000**

1. The Grantee(s) of the last deed(s) of record is/are: **BARBARA WILLOUGHBY and TYRON STEELE**

   By Virtue of Quit Claim Deed recorded 4/22/2008 in OR 6317/866 Order Determining Homestead recorded 04/30/2008 - OR 6320/1750 and Quit Claim Deed recorded 02/11/2009 - OR 6424/1107

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 City of Pensacola recorded 06/28/2002 - OR 4928/130**
   b. **Mortgage in favor of City of Pensacola recorded 06/28/2002 - OR 4928/132**
   c. **Judgment in favor of Credit Acceptance Corporation recorded 12/21/2012 – OR 6951/1218**

4. Taxes:

   Taxes for the year(s) NONE are delinquent.
   Tax Account #: 15-1610-000
   Assessed Value: $69,006.00
   Exemptions: HOMESTEAD

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: **APR 3, 2024**

TAX ACCOUNT #: **15-1610-000**

CERTIFICATE #: **2021-6794**

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	
☒	☐	**Notify City of Pensacola, P.O. Box 12910, 32521**
☐	☒	**Notify Escambia County, 190 Governmental Center, 32502**
☒	☐	**Homestead for _2023_ tax year.**

TYRON STEELE AND
BARBARA WILLOUGHBY
401 N S ST
PENSACOLA, FL 32505

TYRON STEELE
1501 EAST BELMONT STREET
PENSACOLA, FL 32501

BARBARA WILLOUGHBY
7220 N PALAFOX ST APT 12001
PENSACOLA, FL 32503

CREDIT ACCEPTANCE CORPORATION
25505 W TWELVE MILE RD STE 3000
SOUTHFILED, MI 48034-8339

TYRON STEELE
200 E. BURGESS RD. APT. 51B
PENSACOLA, FL 32503

Certified and delivered to Escambia County Tax Collector, this 16th day of January, 2024.

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

January 16, 2024
Tax Account #:15-1610-000

LEGAL DESCRIPTION
EXHIBIT "A"

LTS 18 19 AND N 16 5/10 FT OF LT 20 BLK 192 WEST KING TRACT OR 2882 P 949 OR 4928 P 129 OR 6317 P 866 OR 6320 P 1750 OR 6424 P 1107 CA 126

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 15-1610-000(0424-06)

Prepared by:
M. Thomas Lane
Housing Manager
City of Pensacola
Post Office Box 12910
Pensacola, FL 32521-0031

10.50
63.00
36.00

OR BK 4928 PG0130
Escambia County, Florida
INSTRUMENT 2002-979750
MTG DOC STAMPS PD @ ESC CO $ 63.00
06/28/02 ERNIE LEE MAGAHA, CLERK
By:
INTANGIBLE TAX PD @ ESC CO $ 36.00
06/28/02 ERNIE LEE MAGAHA, CLERK
By:

CITY OF PENSACOLA
HOUSING DEPARTMENT
***HOME* HOUSING RECONSTRUCTION PROGRAM**

MORTGAGE

LOAN

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Ethel Mae Steele and Walter Steele, Sr., wife and husband, 401 North "S" St.,Pensacola, FL 32501, hereinafter called Mortgagor, in consideration of the principal sum specified in the Promissory Note(s) hereafter described, received from the City of Pensacola, a municipal corporation organized under the laws of Florida, Post Office Box 12910, Pensacola, Florida 32521, as administrator of the HOME Investment Trust Fund hereinafter called Mortgagee, (which terms Mortgagor and Mortgagee shall be construed to include the plural as well as the singular, whenever the context so permits or requires) hereby on this **25th** day of **June, 2002**, mortgages to the Mortgagee the real property in Escambia County, Florida, (the "Property") described as follows:

Lots 18, 19 & 20, LESS & EXCEPT the South 14 feet of Lot 20, Block 192, West King Tract, according to map of Pensacola, Florida, copyrighted by Thomas C. Watson in 1906.

as security for payment of the certain Promissory Note(s) (the "Note(s)"), dated this **25th** day of **June, 2002**, for the sum of **Eighteeen Thousand Dollars ($18,000.00)** [comprised of $10,500.00 in HOME Investment Partnership Act (HOME) Program funds as provided by the U.S. Department of Housing and Urban Development and $7,500.00 in Escambia/Pensacola State Housing Initiative Partnership (SHIP) Program funds provided by the State of Florida] , payable in **240** installments with interest at the fixed, simple rate of **Zero%** per year, signed by **Ethel Mae Steele and Walter Steele, Sr.**.

AND Mortgagor agrees:

1. This Mortgage shall not be subordinated under any circumstances.

2. This Mortgage shall also secure all extensions or renewals of the Note(s), such future or additional advances as may be made by the Mortgagee at the option of the Mortgagee to the Mortgagor, and also, the payment of any and all notes, liabilities, and obligations of the Mortgagor to the Mortgagee, its successors or assigns, whether as maker, endorser, guarantor or otherwise, and whether such notes, liabilities or obligations, or any of them, be now in existence or accrue or arise hereafter, or be now owned or held by the Mortgagee, or be acquired hereafter, it being the intent and purpose of the Mortgagor to secure, by this Mortgage, all notes, claims, demands, liabilities and obligations which the Mortgagee, its successors or assigns, may have, hold or acquire at any time during the life of this Mortgage against the Mortgagor. Provided that the total of the amount secured hereby shall not exceed at any one time the sum of **Eighteeen Thousand Dollars ($18,000.00)** in the aggregate; and provided, further, that all such advances, notes, claims, demands or liabilities and obligations secured hereby be incurred or arise or come into existence either on or prior to the date of this Mortgage, or on or before 20 years after the date of this Mortgage or within such lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable consideration.

3. To make all payments required by the Note(s) and this Mortgage promptly when due.

4. To pay all taxes, assessments, liens and encumbrances on the property promptly when due. If they are not promptly paid, the Mortgagee may pay them without waiving the option to foreclose, and such payments, with interest at the maximum rate allowed by law, shall be payable on demand by Mortgagee and shall be secured by this Mortgage.

5. To keep all buildings and improvements now or hereafter on the property insured against loss or damage by fire, flood or such other risks and matters, as Mortgagee may from time to time require in amounts required by Mortgagee, not exceeding in the aggregate 100 percent of the full insurable value of the Property and shall pay the premiums for such insurance as the same become due and payable. If the Mortgagor shall not do so, the Mortgagee may do so without waiving the option to foreclose, and the cost thereof, with interest thereon from the date of payment at the maximum rate allowed by law, shall be payable upon demand by Mortgagee and shall be secured by this Mortgage. All policies of insurance (the "Policies") shall be issued by an insurer acceptable to Mortgagee and shall contain the standard New York Mortgagee non-contribution provision naming Mortgagee as the person to which all payments made by such insurance company shall be paid. Mortgagor will provide the Mortgagee a copy of the policy(ies) and Certificate(s) of Insurance from the insurance company listing Mortgagee as an additional named insured or mortgagee. Not later than 30 days prior to the expiration date of the Policies, Mortgagor will deliver to Mortgagee evidence satisfactory to Mortgagee of the renewal of each of the Policies. If the Property shall be damaged or destroyed, in whole or in part, by fire or other casualty, Mortgagor shall give prompt notice thereof to Mortgagee. Sums paid to Mortgagee by any insurer may be retained and applied by Mortgagee toward the payment of the indebtedness secured by this Mortgage in such priority and proportions as Mortgagee in its discretion shall deem proper, or, at the discretion of Mortgagee, the same may be paid, either in whole or in part, to Mortgagor for such purposes as Mortgagee shall designate. If Mortgagee shall receive and retain such insurance money, the lien of this Mortgage shall be reduced only by the amount thereof received after expenses of collection and retained by Mortgagee and actually applied by Mortgagee in reduction of the indebtedness secured thereby.

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6. That Mortgagor will not commit, permit or suffer any waste, impairment or deterioration of the Property. Upon failure of Mortgagor to keep the buildings and improvements on the property in good condition or repair, Mortgagee may demand either the adequate repair of the buildings, an increase in the amount of security, or the immediate repayment of the debt secured hereby. Failure of Mortgagor to comply with the demand of Mortgagee for a period of fifteen days shall constitute a breach of this Mortgage.

7. To pay all expenses reasonably incurred by Mortgagee due to failure of Mortgagor to comply with the agreements in the Note(s) or this Mortgage including reasonable attorney's fees. The cost thereof, with interest thereon from the date of payment at the maximum rate allowed by law, shall also be secured by this Mortgage.

8. That if any of the installments of principal or interest due by the terms of the Note(s) are not paid when due, or if any agreement in this Mortgage, other than the agreement to make the payments, is breached, the entire unpaid principal balance of the Note(s) plus interest, costs, and expenses, including reasonable attorneys' fees and costs of abstracts of title incurred in collecting or attempting to collect the indebtedness secured hereby, shall immediately become due at the option of Mortgagee, and Mortgagee may foreclose this Mortgage in the manner provided by law, and have the Property sold to satisfy or apply on the indebtedness hereby secured.

9. If this is a junior mortgage, Mortgagor shall pay all installments or principal and interest and perform each and every covenant and obligation of the prior mortgage(s) and shall not increase the amount due on such prior mortgage(s) without the prior written consent of Mortgagee. Failure of Mortgagor to do so shall constitute a default hereunder. Upon failure of Mortgagor to do so, Mortgagee may (but shall not be required to) make such payments or perform such covenants or obligations and the cost of same, together with interest at the maximum rate allowed by law, shall be payable by Mortgagor upon demand by Mortgagee and shall be secured by the lien of this Mortgage.

10. Notwithstanding any other provisions hereof, Mortgagee shall under no circumstances be entitled to collect any interest or other payment hereunder which would render this instrument usurious as to the Mortgagor under the laws of the State of Florida.

IN WITNESS WHEREOF, Mortgagor has hereunto set Mortgagor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Tom Lane

James Wilson

Barbara Willoughby

Mortgagor (SEAL)

Ethel Mae Steele
401 North "S" St., Pensacola, FL 32501

Walter Steele, Sr.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this **25th** day of **June, 2002**, by **Ethel Mae Steele and Walter Steele, Sr.** (X) who are personally known to me, or who have produced _____ as identification and who ( ) did (X) did not take an oath.

Notary Public

M. THOMAS LANE
Notary Public-State of FL
Comm. Exp. Sept. 27, 2005
Comm. No. DD 039648

RCD Jun 28, 2002 09:15 am
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-979750

2H

10.52
147.00
84.00

OR BK 4928 PG0132
Escambia County, Florida
INSTRUMENT 2002-979751

MTG DOC STAMPS PD @ ESC CO $ 147.00
06/28/02 ERNIE LEE MAGAHA, CLERK
By:

CITY OF PENSACOLA
HOUSING DEPARTMENT
HOME HOUSING RECONSTRUCTION PROGRAM

MORTGAGE

INTANGIBLE TAX PD @ ESC CO $ 84.00
06/28/02 ERNIE LEE MAGAHA, CLERK
By:

GRANT

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Ethel Mae Steele and Walter Steele, Sr., wife and husband, 401 North "S" St., Pensacola, FL 32501, hereinafter called Mortgagor, in consideration of the principal Grant sum specified in the Promissory Note(s) hereafter described, received from **The City of Pensacola**, a municipal corporation organized under the laws of Florida, Post Office Box 12910, Pensacola, Florida 32521, as administrator of the HOME Investment Trust Fund, hereinafter called Mortgagee, (which terms Mortgagor and Mortgagee shall be construed to include the plural as well as the singular, whenever the context so permits or requires) hereby on this **25th** day of **June, 2002**, mortgages to the Mortgagee the real property in Escambia County, Florida, (the "Property") described as follows:

Lots 18, 19 & 20, LESS & EXCEPT the South 14 feet of Lot 20, Block 192, West King Tract, according to map of Pensacola, Florida, copyrighted by Thomas C. Watson in 1906.

as security for payment of the certain promissory note(s) (the "Note(s)"), dated this **25th** day of **June, 2002**, for the sum of **$ 42,000.00** [comprised of $34,500.00 in HOME Investment Partnership Act (HOME) Program funds as provided by the U.S. Department of Housing and Urban Development and $7,500.00 in Escambia/Pensacola State Housing Initiative Partnership (SHIP) Program funds provided by the State of Florida], payable if the property is sold or if ownership of the property is transferred within twenty (20) years from the date of the grant, with interest at the rate of zero percent (0%) per year, signed by **Ethel Mae Steele and Walter Steele, Sr.**.

AND Mortgagor agrees:

1. To complete the reconstruction of the residence located on the property described above, which is the sole purpose of the Grant made by Mortgagee to Mortgagor.

2. The Mortgage shall not be subordinated under any circumstances.

3. This Mortgage shall also secure all extensions or renewals of the Note(s), and such future or additional advances as may be made by the Mortgagee at the option of the Mortgagee to the Mortgagor.

4. To pay all taxes, assessments, liens and encumbrances on the property promptly when due. If they are not promptly paid, the Mortgagee may pay them without waiving the option to foreclose, and such payments, with interest at the maximum rate allowed by law, shall be payable on demand by Mortgagee and shall be secured by this Mortgage.

5. To keep all buildings and improvements now or hereafter on the property insured against loss or damage by fire, flood or such other risks and matters, as Mortgagee may from time to time require in amounts required by Mortgagee, not exceeding in the aggregate 100 percent of the full insurable value of the property and shall pay the premiums for such insurance as the same become due and payable. If the Mortgagor shall not do so, the Mortgagee may do so without waiving the option to foreclose, and the cost thereof, with interest thereon from the date of payment at the maximum rate allowed by law, shall be payable upon demand by Mortgagee and shall be secured by this Mortgage. Mortgagor will provide the Mortgagee a copy of the policy(ies) and Certificate(s) of Insurance from the insurance company listing Mortgagee as an additional named insured or mortgagee. Not later than 30 days prior to the expiration date of the Policies, Mortgagor will deliver to Mortgagee evidence satisfactory to Mortgagee of the renewal of each of the Policies. If the Property shall be damaged or destroyed, in whole or in part, by fire or other casualty, Mortgagor shall give prompt notice thereof to Mortgagee. Sums paid to Mortgagee by any insurer may be retained and applied by Mortgagee toward the payment of the indebtedness secured by this Mortgage in such priority and proportions as Mortgagee in its discretion shall deem proper, or, at the discretion of Mortgagee, the same may be paid, either in whole or in part, to Mortgagor for such purposes as Mortgagee shall designate. If Mortgagee shall receive and retain such insurance money, the lien of this Mortgage shall be reduced only by the amount thereof received after expenses of collection and retained by Mortgagee and actually applied by Mortgagee in reduction of the indebtedness secured thereby.

6. That Mortgagor will not commit, permit or suffer any waste, impairment or deterioration of the property. Upon failure of Mortgagor to keep the buildings and improvements on the property in good condition or repair, Mortgagee may demand either the adequate repair of the buildings, an increase in the amount of security, or the immediate repayment of the debt secured hereby. Failure of Mortgagor to comply with the demand of Mortgagee for a period of fifteen days shall constitute a breach of this Mortgage.

7. To pay all expenses reasonably incurred by Mortgagee due to failure of Mortgagor to comply with the agreements in the Note(s) or this Mortgage including reasonable attorney's fees. The cost thereof, with interest thereon from the date of payment at the maximum rate allowed by law, shall also be secured by this Mortgage.

8. That if any agreement in this Mortgage is breached, the entire unpaid principal balance of the Note(s) plus costs and expenses, including reasonable attorney's fees and costs of abstracts of title incurred in collecting or attempting to collect the indebtedness secured hereby, shall immediately become due at the option of Mortgagee, and Mortgagee may foreclose this Mortgage in the manner provided by law, and have the property sold to satisfy or apply on the indebtedness hereby secured.

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9. If this is a junior mortgage, Mortgagor shall pay all installments or principal and interest and perform each and every covenant and obligation of the prior mortgage(s) and shall not increase the amount due on such prior mortgage(s) without the prior written consent of Mortgagee. Failure of Mortgagor to do so shall constitute a default hereunder. Upon failure of Mortgagor to do so, Mortgagee may (but shall not be required to) make such payments or perform such covenants or obligations and the cost of same, together with interest at the maximum rate allowed by law, shall be payable by Mortgagor upon demand by Mortgagee and shall be secured by the lien of this Mortgage.

10. Notwithstanding any other provisions hereof, Mortgagee shall under no circumstances be entitled to collect any interest or other payment hereunder which would render this instrument usurious as to the Mortgagor under the laws of the State of Florida.

IN WITNESS WHEREOF, Mortgagor has hereunto set Mortgagor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of :

X Ethel Steele (SEAL)
Mortgagor
Ethel Mae Steele
401 North "S" St., Pensacola, FL 32501

Tom Lane

James Wilson

X Walter Steele
Mortgagor
Walter Steele, Sr.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Barbara Willoughby

The foregoing instrument was acknowledged before me this day, June 25, 2002, by Ethel Mae Seele and Walter Steele, Sr. (X) who are personally known to me, or who have produced _____ as identification and who ( ) did (X) not take an oath.

Notary Public

M. THOMAS LANE
Notary Public-State of FL
Comm. Exp. Sept. 27, 2005
Comm. No. DD 039648

PREPARED BY:
M. Thomas Lane
Housing Dept.
City of Pensacola
P O Box 12910
Pensacola, FL 32521-0031

RCD Jun 28, 2002 09:15 am
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2002-979751

2H

Recorded in Public Records 12/21/2012 at 11:27 AM OR Book 6951 Page 1218, Instrument #2012097201, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

IN THE COUNTY COURT IN AND FOR
ESCAMBIA COUNTY, FLORIDA

CIVIL DIVISION

CASE NO: 2011-CC-002099

CREDIT ACCEPTANCE CORPORATION,

Plaintiff,

vs.

BARBARA WILLOUGHBY
ASHLEY WILLOUGHBY,

Defendant,

ERNIE LEE MAGAHA
CLERK OF CIRCUIT COURT
ESCAMBIA COUNTY, FL

2012 DEC 20 A 9:39

COUNTY CIVIL DIVISION
FILED & RECORDED

FINAL JUDGMENT

IT IS ADJUDGED THAT plaintiff, CREDIT ACCEPTANCE CORPORATION , (25505 W TWELVE MILE RD STE 3000 SOUTHFILED MI 48034-8339) recover from defendant, BARBARA WILLOUGHBY, Social Security Number [redacted] and ASHLEY WILLOUGHB[redacted], the sum of $10,768.32, on principal, prejudgment interest of $1,338.30 and costs in the sum of $400.00, for a total due of $12,506.62 at the prevailing statutory interest rate of 4.75% per year from this date through December 31 of this current year, for which let execution issue. Thereafter, on January 1 of each succeeding year until the judgment is paid, the interest rate will adjust in accordance with section 55.03, Florida Statutes.It is further ordered and adjudged that the Defendant shall complete the Fact Information Sheet pursuant to Florida Rule of Civil Procedure Form 1.977 and return it to plaintiff's attorney within 45 days from the date of this final judgment, unless the final judgment is satisfied or a motion for new trial or notice of appeal is filed.

Jurisdiction of this case is retained to enter further orders that are proper to compel the Defendant to complete form 1.977 and return it to the plaintiff's attorney.

DONE AND ORDERED in ESCAMBIA County, Florida this 19 day of December 2012.

COUNTY COURT JUDGE

Copies furnished to:
KEVIN SPINOZZA, Esq.
Pollack & Rosen, P.A.
806 Douglas Road
South Tower, Suite 200
Coral Gables, Florida 33134
Telephone No: 305-448-0006
LegalPleadings@PollackRosen.com
Mail@PollackRosen.com

MAC 12/20/12

Ashley Willoughby
BARBARA WILLOUGHBY
7220 N PALAFOX ST APT#12001 PENSACOLA FL 32503
File Number:1768493

Case: 2011 CC 002099
00062308610
Dkt: CC1036 Pg#: 1