

TAX COLLECTOR'S CERTIFICATION

This is to certify that the holder listed below of Tax Sale Certificate Number 2007/ 7294.000, Issued the 01st day of June, 2007, and which encumbers the following described property in the county of Escambia County Tax Collector State of Florida, to-wit:
15-0369-000

Cert RILEY DICK N & BETTY N
Holder TRUSTEE OF RILEY LIVING TRUST
c/o M&F BANK
750 JOHN SIMS PARKWAY
NICEVILLE FL 32578

Property ALL SAINTS HOLINESS
Owner OF THE APOSTOLIC FAITH INC
1114 NORTH D ST
PENSACOLA FL, 32501

LTS 7 8 BLK 29
WEST KING TRACT
OR 320 P 110
OR 523 P 72
CA 106

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid.

Certificates owned by Applicant and Filed in Connection With This Application:

Certificate	Date of Sale	Face Amount	T/C Fee	Interest	Total
2007/ 7294.000	06/01/2007	87.13	0.00	27.45	114.58

Certificates Redeemed by Applicant in Connection With This Tax Deed Application or included (County) in connection with this Tax Deed Application:

Certificate	Date of Sale	Face Amount	T/C Fee	Interest	Total
2008/ 8761.000	11/26/2008	94.11	6.25	9.88	110.24

- | | |
|--|--------|
| 1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or included (County) | 224.82 |
| 2. Total of Delinquent Taxes Paid by Tax Deed Applicant | |
| 3. Total of Current Taxes Paid by Tax Deed Applicant .{2008} | 76.87 |
| 4. Ownership and Encumbrance Report Fee | 125.00 |
| 5. Total Tax Deed Application Fee | 75.00 |
| 6. Total Certified By Tax Collector To Clerk of Court | 501.69 |
| 7. Clerk of Court Statutory Fee | |
| 8. Clerk of Court Certified Mail Charge | |
| 9. Clerk of Court Advertising Charge | |
| 10. Sheriff's Fee | |
| 11. _____ | |
| 12. Total of Lines 6 thru 11 | 501.69 |
| 13. Interest Computed by Clerk of Court Per Florida Statutes{ % } | |
| 14. One-half of the assessed value of homestead property, if applicable pursuant to section 197.502, F.S. | |
| 15. Total of Lines 12 thru 14 (Statutory Opening Bid) | |
| 16. Redemption Fee | 6.25 |
| 17. Total Amount to Redeem | 507.94 |

* Done this the 29th day of May, 2009

TAX COLLECTOR OF Escambia County Tax Collector County

Date of Sale: _____

By _____

* This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.

10-053

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION

ARCHIVES AND RECORDS
CHILD SUPPORT
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**

CENTURY

CLERK TO THE BOARD OF
COUNTY COMMISSIONERS

OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

IMAGING COVER PAGE

This cover page is not a part of the original documents but is
necessary to avoid obscuring any information on
the original documents

Case: 2007 TD 007294



00078890004

Dkt: TD83 Pg#:

2

Original Documents Follow

ASSIGNMENT OF MORTGAGE

THIS ASSIGNMENT OF MORTGAGE (hereinafter referred to as the "Assignment") is made as of this 4th day of JUNE, 2009. By WAYNE WHEATLEY, whose address is P O BOX 1144, Gulf Breeze, Florida. 32562-1144 (hereinafter referred to as the "Assigner") for the benefit of NORTHERN HORIZONS LLC (hereinafter referred to as Assignee).

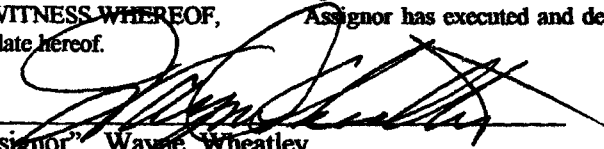
WITNESSETH: WHEREAS, Assignor is the holder of that certain Mortgage together with the debt and Note secured thereby, given by ALL SAINTS HOLINESS CHURCH OF THE APOSTOLIC FAITH, INC AND GLORIA L. TYSON, fka GLORIDA L. LOCKE as "Mortgagor".

Which Mortgage is recorded on the Public Records of ESCAMBIA County, State of Florida at O.R. Book 5869, Page 143-148.

and, whereas, Assignor is desirous of assigning said mortgage, together with the note and the debt therein described, to Assignee; and whereas, Assignee is desirous of receiving and holding said mortgage together with the Note and the debt therein described, from Assignor. Therefore, for and in consideration of the sum of ten dollar (USD), paid by Assignee and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, Assignor does hereby make the following assignment:

1. Assignment. Assignor has granted, bargained, sold assigned, conveyed and transferred, and by these presents does grant, bargain, sell, assign, convey and transfer unto Assignee, its heirs, successors and assigns, forever all of its right, title and interest in, to and under said Mortgage described above, together with the debt and Note secured thereby; together with any and all rights, interest and appurtenances thereto belonging; subject only to any right and equity of redemption of said Mortgage, its successors or assigns in the same.
2. Warranties and Representations. Assignor hereby warrants and represents that it is the present holder of the above described Mortgage and that there are no other holders of said Mortgage or any interest therein nor is there any default by mortgagor therein or in the note and debt secured thereby.
3. Governing Law. this Assignment shall be governed, construed and interpreted by, through and under the laws of the State of Florida.
4. Headings. Paragraph heading contained herein are for convenience of reference only and are not to be used in the construction of interpretation hereof.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment to Assignee on the date hereof.


"Assignor" Wayne Wheatley

State of Florida

County of SANTA ROSA

THE FOREGOING instrument was acknowledged before me this 4th day of JUNE,

2009, by


Notary Public

My commission Expires:

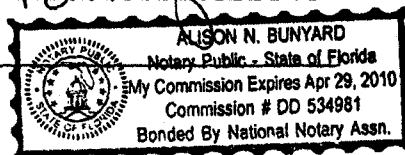


Exhibit "A"

PARCEL A:

LOTS 7 AND 8, BLOCK 29, WEST KING TRACT, ACCORDING TO MAP OF CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL B:

LOTS 9 AND 10, BLOCK 29, WEST KING TRACT, ACCORDING TO MAP OF CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

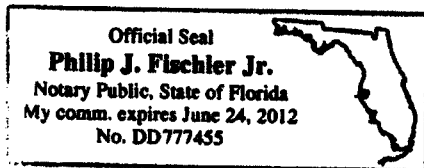
Parcel C

Lots 3 and 4, both inclusive, Block 112, West King Tract, Section 28, Township 2 South, Range 30 West, Escambia County, Florida, described according to map of the City of Pensacola, copyrighted by Thomas C. Watson in 1903.

Subject property is not the homestead of the mortgagors.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

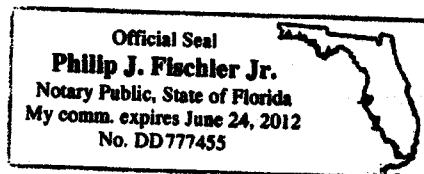
The foregoing was acknowledged before me on this the 26th day of November, 2008 by Elmore Locke, III, as Vice President of All Saints Holiness Church of the Apostolic Faith, Inc, a Florida Corporation, who is personally known to me or who has produced _____ as identification.



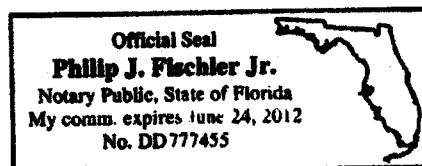
Sign: [Signature]
Print: PHILIP J. FISCHLER JR.
NOTARY PUBLIC
State of: FLA
My Commission Expires: 6-24-2012
My Commission Number: DD777455

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing was acknowledged before me on this the 26th day of November, 2008 by Wayne Wheatley, who is personally known to me or who has produced _____ as identification.



Sign: [Signature]
Print: PHILIP J. FISCHLER JR.
NOTARY PUBLIC
State of: FLORIDA
My Commission Expires: 6-24-2012
My Commission Number: DD777455



Sign: [Signature]
Print: PHILIP J. FISCHLER JR.
Sign: [Signature]
Print: T. A. Walliser

All Saints Holiness Church of the
Apostolic Faith, Inc, a Florida
Corporation

[Signature]
by: Elmore Locke, III, Vice -President,

Signed, Sealed and Delivered in
the Presence of:

Sign: [Signature]
Print: PHILIP J. FISCHLER JR.
Sign: [Signature]
Print: Tisha Christopher

MORTGAGEE:

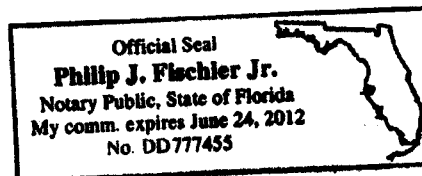
[Signature]
Wayne Wheatley

STATE OF FLORIDA
COUNTY OF Bay

The foregoing instrument was acknowledged before me this 24th day of November, 2008, by Gloria Tyson, Individually and as President of All Saints Holiness Church of the Apostolic Faith, Inc., a Florida Corporation, who is personally known to me and who did not take an oath.


[Signature]
Print: PHILIP J. FISCHLER JR.
NOTARY PUBLIC
My Commission Expires: 6-24-2012
My Commission Number: DD777452

RECORD & RETURN TO:
WILSON, HARRELL, SMITH
& FARRINGTON, P.A.
307 SOUTH PALAFOX STREET
PENSACOLA, FL 32502
FILE # 1-43818



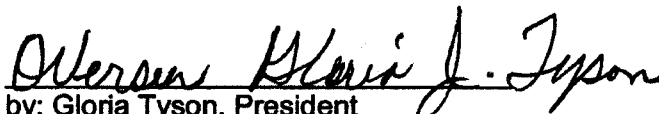
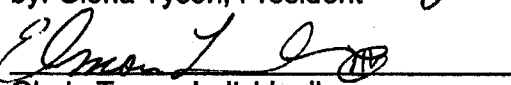
- c. The first payment of principal and interest will begin on the 22nd Day of November, 2008 in the amount of \$780.56.
3. The terms and provisions of the MORTGAGE as amended and modified as follows:
 - a. The principal amount is \$106,378.00.
 - b. The final principal and interest payment date is October 22, 2011. Said payment being a balloon payment in the amount of \$104,265.24, plus accrued interest and late fees, if any.
4. Nothing herein invalidates or shall impair or release any covenant, condition, agreement, or stipulation in NOTE and MORTGAGE and the same, except as herein modified, shall continue in full force and effect, and the undersigned further covenant and agree to perform and comply with and abide by each of the covenants, agreements, conditions, and stipulations of NOTE and MORTGAGE which are not inconsistent herewith.
5. ALL MORTGAGEE'S rights against all parties including but not limited to all parties secondarily liable, are hereby reserved.
6. This Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators and assigns, or successors and assigns of the respective parties hereto.

Signed, Sealed and Delivered in
the Presence of:

Sign: 
Print: Philip J. Walker
Sign: T. A. Walker
Print: T. A. Walker

MORTGAGOR:

All Saints Holiness Church of the
Apostolic Faith, Inc, a Florida
Corporation


by: Gloria Tyson, President

Gloria Tyson, Individually

MORTGAGOR:

Signed, Sealed and Delivered in
the Presence of:

442

NOTE AND MORTGAGE MODIFICATION AGREEMENT

THIS AGREEMENT, made and entered into this 7th day of November, 2008, by and between **All Saints Holiness Church of the Apostolic Faith, Inc.**, a Florida Corporation, hereinafter referred to as "**MORTGAGOR**", and **Wayne Wheatley**, whose address is: P.O. Box 1144, Gulf Breeze, FL 32562 hereinafter referred to as "**MORTGAGEE**".

RECITALS

A. **MORTGAGEE** is the owner and holder of that certain mortgage ("**MORTGAGE**") dated March 22, 2006, given by the **MORTGAGOR** to **MORTGAGEE**, recorded in Official Records Book 5869, Page 143, of the Public Records of Escambia County, Florida, securing a debt evidenced by a Promissory Note ("**NOTE**") dated March 22, 2006, in the original amount of One Hundred Fifty Eight Thousand Dollars and NO/100 _____ Dollars (\$158,000.00) which mortgage encumbers property more particularly described as:

SEE ATTACHED

B. **MORTGAGOR**, the owner in fee simple of all of the property subject to Mortgage, has requested Mortgagee to modify Note and Mortgage and the parties have mutually agreed to modify the terms thereof in the manner hereinafter appearing.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and in consideration of the sum of TEN DOLLARS (\$10.00), each to the other in hand paid, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually covenant and agree as follows:

1. The unpaid principal balance of NOTE is One Hundred Six Thousand Three Hundred Seventy Eight Thousand Dollars (\$106,378.00) and that interest has been paid to October 22, 2008.
2. The terms and provisions of the NOTE are restated and/or amended and modified as follows:
 - a. The principal amount is \$ 106,378.00.
 - b. The interest rate is 8.00% per annum, and, if applicable, is subject to change under the conditions otherwise outlined in the NOTE.

MORTGAGE NOTE

Pensacola, FLORIDA
March 22, 2006

\$158,000.00

FOR VALUE RECEIVED, the undersigned, (jointly and severally, if more than one) promises to pay Wayne Wheatley, or order, in the manner hereinafter specified, the principal sum of One Hundred Fifty Eight Thousand dollars and Zero cents (\$158,000.00) with interest from date at the rate of 14.9 per cent per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America at P.O. Box 95372, New Orleans, LA 70195 or at such place as may be hereafter be designated by written notice from the holder to the maker hereof, on the date and in the manner following:

59 consecutive monthly payments of \$1,985.19, principal and interest, with the first payment commencing 30 days from date, with the final balloon payment of \$157,922.04, together with accrued interest if any, due on or before 3/22/2011. Late charges shall accrue at the rate of 5% for any payment not received before 10 days late. There shall be a prepayment penalty of 3% of the balance if paid in full within the first three years from date. Holder shall require a 30 day written notice of payoff for the entire term of the note and mortgage.

This note with interest is secured by a mortgage on real estate, of even date herewith, made by the maker hereof in favor of the said Payee, and shall be construed and enforced according to the laws of the State of Florida.

If default be made in the payment of any of the sums or interest mentioned herein or in said mortgage for a period of 30 days, or in the performance of any of the agreements contained herein or in said mortgage, then the entire principal sum and accrued interest shall at the option of the holder hereof become at once due and collectible without notice, time being of the essence, and said principal sum and accrued interest shall both bear interest from such time until paid at the highest rate allowable under the laws of the State of Florida. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

Option is hereby given to the undersigned to pay more or the entire principal sum remaining unpaid at any time hereafter, with interest to date of payment only.

Each person liable hereon whether maker or endorser, hereby waives presentment, protest, notice, notice of protest and notice of dishonor and agrees to pay all costs, including a reasonable attorney's fee, whether suit be brought or not, if, after maturity of this note or default hereunder, or under said mortgage, counsel shall be employed to collect this note or to protect the security of said mortgage.

Whenever used herein the terms "holder", "maker" and "payee" shall be construed in the singular or plural as the context may require or admit.

Notwithstanding any provisions in this note to the contrary, no interest, charges, fees or other payments of any kind in excess of those permitted by law shall accrue or become payable hereunder and any excess payments which may be made shall, at the option of the Lender, be refunded directly to the Maker of this note or be applied to principal in reduction of the balance of this note. If lender elects to pay unpaid but due obligations required of the mortgagor by the terms of this note and mortgage, Mortgagor hereby agrees to pay to Lender a service charge of \$75.00 for each item so paid.

Lender requires a 30 day written notice of mortgagors' intent to accelerate or prepay the entire principal balance of this note. Payoff statement must come directly from the Lender with Lender's signature of authorization to be valid and relied upon.

Late charges, if any, will be charged as compensation for cash management disruption and the additional collection efforts borne by the lender.

In the event of default and upon notification of such by Lender to Mortgagor by certified mail, certified only required, the note will be deemed to have been modified by Lender and Mortgagor/Maker, by rolling the overdue interest, at point of default, in with the principal and agreeing to a new rate of interest equal to the maximum allowed by law.

Maker's Address
1304 Roosevelt Drive
Panama City, Florida 32401



All Saints Holiness Church of the Apostolic Faith, Inc.
and Gloria L. Tyson, fka Gloria L. Locke

By: Gloria L. Tyson
Gloria L. Tyson, fka Gloria L. Locke
President

Gloria L. Tyson
Gloria L. Tyson, fka Gloria L. Locke, individually
Elmore Locke, III
Elmore Locke, III
Vice-President of All Saints Holiness Church of the
Apostolic Faith, Inc.

Exhibit "A"

File Number: 2006-4146

PARCEL A:

LOTS 7 AND 8, BLOCK 29, WEST KING TRACT, ACCORDING TO MAP OF CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL B:

LOTS 9 AND 10, BLOCK 29, WEST KING TRACT, ACCORDING TO MAP OF CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, COPYRIGHTED BY THOMAS C. WATSON IN 1906.

PARCEL C:

Lots 21 and 22, Block 2 of First Addition Lincoln Park, Panama City, Florida, according to the Plat thereof as recorded in Plat Book 3, Page 21 of the public records of Bay County, Florida.

Parcel D:

Lots 3 and 4, both inclusive, Block 112, West King Tract, Section 28, Township 2 South, Range 30 West, Escambia County, Florida, described according to map of the City of Pensacola, copyrighted by Thomas C. Watson in 1903.

Subject property is not the homestead of the mortgagors.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.

Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

All Saints Holiness Church of the Apostolic Faith, Inc.

Gloria L. Tyson (Seal)
Gloria L. Tyson, President

Gloria L. Tyson (Seal)
Gloria L. Tyson, fka Gloria L. Locke

CCP
5/24/01

(Seal)

1-4 FAMILY RIDER

Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 3/22/2006 and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned All Saints Holiness Church of the Apostolic Faith, Inc. and Gloria L. Tyson, fka Gloria L. Locke to secure Borrower's Note to Wayne Wheatley of the same date and covering the Property described in the Security Instrument and located at:

1112 North D Street, 1114 North D Street, 1100 "M" Street
Pensacola, Florida 32501
And 1304 Roosevelt Drive, Panama City, Florida 32401

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."
- B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.
- E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Section 19 is deleted.
- F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing the first sentence in Section 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Section 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES.** Upon Lender's request after default, Borrower shall assign to Lender All leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

AND the MORTGAGOR hereby further covenants and agrees to pay promptly when due the principal and interest and other sums of money provided for in said note and this mortgage, or either; to pay all singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said property; to permit, commit or suffer no waste, impairment or deterioration of said land or the improvements thereon at any time; to keep the buildings now or hereafter on said land fully insured in a sum of not less than **Full Insurable Value** in a company or companies acceptable to the MORTGAGEE, the policy or policies to be held by and payable to, said MORTGAGEE and in the event any sum of money becomes payable by virtue of such insurance the MORTGAGEE shall have the right to receive and apply the same to the indebtedness hereby secured, accounting to the MORTGAGOR for any surplus; to pay all costs, charges and expenses, including lawyer's fees and title searches, reasonably incurred or paid by the MORTGAGEE because of the failure of the MORTGAGOR to promptly and fully comply with the agreements, stipulations, conditions and covenants of said note and this mortgage, or either; to perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants set forth in said note and this mortgage or either. In the event the MORTGAGOR fails to pay when due any tax, assessments, insurance premium or other sum of money payable by virtue of said note and this mortgage, or either, the MORTGAGEE may pay the same without waiving or affecting the option to foreclose or any other right hereunder and all such payments shall bear from date thereof at the interest rate specified in the note.

If any sum of money herein referred to be not promptly paid within 30 days next after the same becomes due or if each and every the agreements, stipulations, conditions and covenants of said note and this mortgage, or either, are not fully performed, complied with and abided by, then the entire sum mentioned in said note and this mortgage, or the entire balance unpaid thereon, shall forthwith or thereafter, at the option of the MORTGAGEE, become and be due and payable, anything in said note or herein to the contrary notwithstanding. Failure by the MORTGAGEE to exercise any of the rights or options herein provided shall not constitute a waiver of any rights or options under said note or this mortgage accrued or thereafter accruing.

IN WITNESS WHEREOF, MORTGAGOR has signed and sealed these presents the date set forth above. THIS IS A BALLOON MORTGAGE AND THE FINAL PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE DUE UPON MATURITY IS \$157,922.28, TOGETHER WITH ACCRUED INTEREST, IF ANY, AND ALL ADVANCEMENTS MADE BY THE MORTGAGEE UNDER THE TERMS OF THIS MORTGAGE.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

Signature: 

Print Name: PHILIP S. FRENCH


All Saints Holiness Church of the Apostolic Faith, Inc.

By: 

Gloria L. Tyson, President

Signature: 

Print Name: D. TIMBIE

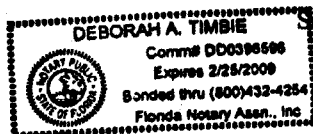


Gloria L. Tyson, fka Gloria L. Locke

State of Florida
County of Escambia

THE FOREGOING INSTRUMENT was sworn and acknowledged before me on 3/22/2006 by :Gloria L. Tyson, President of All Saints Holiness Church of the Apostolic Faith, Inc. and Gloria L. Tyson, fka Gloria L. Locke, and who is/are personally known to me or has produced drivers license, as identification.

Notary Seal



Signature: 

Prepared By : Debbie Timbie
ESQUIRE TITLE RESEARCH INC.
17 W. GOVERNMENT STREET, STE. A
PENSACOLA, FLORIDA 32502
Our File Number: 2006-4146

**THIS IS A BALLOON MORTGAGE AND THE FINAL
PRINCIPAL PAYMENT OR THE PRINCIPAL BALANCE
DUE UPON MATURITY IS \$157,922.04
TOGETHER WITH ACCRUED INTEREST, IF ANY, AND
ALL ADVANCEMENTS MADE BY THE MORTGAGEE
UNDER THE TERMS OF THIS MORTGAGE.**

BALLOON MORTGAGE

This MORTGAGE DEED executed, on 3/22/2006 by All Saints Holiness Church of the Apostolic Faith, Inc. and Gloria L. Tyson, fka Gloria L. Locke, and whose post office address is: 1304 Roosevelt Drive Panama City, Florida 32401 hereinafter called the MORTGAGOR, to Wayne Wheatley whose post office address P.O. Box 1144 Gulf Breeze, Florida 32562-1144, hereinafter called the MORTGAGEE:

(Wherever used herein the terms "MORTGAGOR" and "MORTGAGEE" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "NOTE" includes all the notes herein described if more than one.) WITNESSETH, that for good and valuable considerations and also in consideration of the aggregate sum named in the promissory note of even date herewith, hereafter described, the MORTGAGOR hereby grants, sells, aliens, remises, conveys and confirms unto the MORTGAGEE all the certain land of which the MORTGAGOR is now seized and in possession situate in ESCAMBIA County, Florida, viz:

SEE ATTACHED

TO HAVE AND TO HOLD, the same, together with the tenements, hereditaments and appurtenances thereto belonging and the rents, issue and profits thereof, unto the MORTGAGEE, in fee simple.

AND the MORTGAGOR covenants with the MORTGAGEE that the MORTGAGOR is indefeasibly seized of said land in fee simple; that the MORTGAGOR has good right and lawful authority to convey said land as aforesaid; that the MORTGAGOR will make such further assurances to perfect the fee simple title to said land in the MORTGAGEE as may reasonably be required; that the MORTGAGOR hereby fully warrants the title to said land will defend the same against the lawful claims of all persons whomsoever; and that said land is free and clear of all encumbrances {Type "See Attached EXHIBIT - B" or enter clause(s)}.

PROVIDED ALWAYS, that if said MORTGAGOR shall pay unto said MORTGAGEE the certain promissory note attached as EXHIBIT-A hereto and shall perform, comply with and abide by each and every the agreements, stipulations, conditions and covenants thereof, and of this mortgage, then this mortgage and the estate hereby created, shall cease, determine and be null and void.

437844

FILED
TWO
ESCA

DEC 31 3 35 PM '76

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE

PENSACOLA, FLORIDA 32503

TEL. (850) 478-8121 FAX (850) 476-1437

Email: rcs@t@aol.com

Janet Holley
Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32596

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 01-04-10

TAX ACCOUNT NO.: 15-0369-000

CERTIFICATE NO.: 2007-7294

In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES NO

 X Notify City of Pensacola, P.O. Box 12910, 32596

 X Notify Escambia County, 190 Governmental Center, 32501


 X Homestead for tax year.

All Saints Holiness Church of the Apostolic Faith, Inc.
1114 North D St.
Pensacola, FL 32501
and 1112 North D St. (property)
Pensacola, FL 32501

Northern Horizons LLC
Wayne Wheatley
P.O. Box 1144
Gulf Breeze, FL 32562-1144

Certified and delivered to Escambia County Tax Collector,
this 2nd day of July, 2009.

SOUTHERN GUARANTY TITLE COMPANY


by: Richard S. Combs, President

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

OWNERSHIP AND ENCUMBERANCE REPORT

CONTINUATION PAGE

File No.: 7441

June 25, 2009

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

1. That certain mortgage executed by All Saints Holiness Church of the Apostolic Faith, Inc. and Glorida L. Tyson in favor of Wayne Wheatley dated March 22, 2006 and recorded March 27, 2006 in Official Records Book 5869, page 143 of the public records of Escambia County, Florida, in the original amount of \$158,000.00. Assigned to Northern Horizons, LLC in O.R. Book 6467, page 1668.
2. 2007 certificate delinquent. The assessed value is \$73,532.00. Tax ID 15-0369-000.

PLEASE NOTE THE FOLLOWING:

- A. Taxes and Assessments due now or in subsequent years.
- B. Subject to Easements, Restrictions and Covenants of record.
- C. Oil, gas, mineral or any other subsurface rights of any kind or nature.
- D. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

**OWNERSHIP AND ENCUMBERANCE REPORT
LEGAL DESCRIPTION**

File No.: 7441

June 25, 2009

Lots 7 and 8, Block 29, West King Tract, City of Pensacola,
Escambia County, Florida, according to the map of said City
copyrighted by Thomas C. Watson in 1906.

Southern Guaranty Title Company

4400 Bayou Blvd., Suite 13B

Pensacola, Florida 32503

Telephone: (850) 478-8121

Facsimile: (850) 476-1437

OWNERSHIP AND ENCUMBERANCE REPORT

File No.: 7441

June 25, 2009

Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32569
ATTN: Glenda Mahuron

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 06-25-89, through 06-25-09, and said search reveals the following:

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

All Saints Holiness Chruch of the Apostolic Faith, Inc.

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

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

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

The foregoing report is prepared and furnished for information only, is not intended to constitute or imply any opinion, warranty, guaranty, insurance, or similar assurance as to the status of title, and no determination has been made of the authenticity of any instrument described or referred to herein. The name search for the purposes of determining applicable judgments and liens is limited to the apparent record owner(s) shown herein. No attempt has been made to determine whether the land is subject to liens or assessments which are not shown as existing liens by the public records. The Company's liability hereunder shall not exceed the cost of this Report, or \$1,000.00 whichever is less.

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

Southern Guaranty Title Company

BY: 

Richard S. Combs

June 25, 2009

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION

CENTURY

ARCHIVES AND RECORDS
CHILD SUPPORT
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

CLERK TO THE BOARD OF
COUNTY COMMISSIONERS

OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

IMAGING COVER PAGE

This cover page is not a part of the original documents but is
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the original documents

Case: 2007 TD 007294



00059610738

Dkt: TD82 Pg#:

18

Original Documents Follow

WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON January 4, 2010, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **DICK N & BETTY N RILEY TRUSTEES RILEY LIVING TRUST** holder of Tax Certificate No. 07294, issued the 1st day of June, A.D., 2007 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 7 8 BLK 29 WEST KING TRACT OR 320 P 110 OR 523 P 72 CA 106

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 150369000 (10-053)

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

ALL SAINTS HOLINESS OF THE APOSTOLIC FAITH INC

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at the courthouse door at 9:00 A.M. on the first Monday in the month of January, which is the 4th day of January 2010.


Dated this 3rd day of December 2009.

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 Maryline Avila 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.

Personal Services:

**ALL SAINTS HOLINESS OF THE
APOSTOLIC FAITH INC**
1114 NORTH D ST
PENSACOLA, FL 32501

**ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA**

By: 
Maryline Avila
Deputy Clerk

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**ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA**

Post Property:

1112 N D ST

By:



Maryline Avila
Deputy Clerk

WARNING

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TAX ACCOUNT NUMBER 150369000 (10-053)

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ALL SAINTS HOLINESS OF THE APOSTOLIC FAITH INC

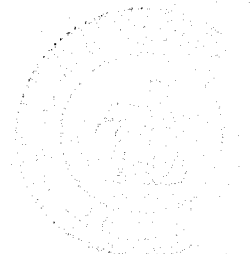
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Dated this 3rd day of December 2009.

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**ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA**

By: 
Maryline Avila
Deputy Clerk



**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

**CERTIFICATE OF NOTICE OF MAILING
NOTICE OF APPLICATION FOR TAX DEED**

CERTIFICATE # 07294 of 2007

I, ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on December 3, 2009, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:


ALL SAINTS HOLINESS OF THE APOSTOLIC FAITH INC 1114 NORTH D ST PENSACOLA, FL 32501	NORTHERN HORIZONS LLC WAYNE WHEATLEY PO BOX 1144 GULF BREEZE FL 32562-1144
--	---

WITNESS my official seal this 3rd day of December 2009.

**ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT**

SEAL



BY: 
Maryline Avila
Deputy Clerk

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION

CENTURY

ARCHIVES AND RECORDS
CHILD SUPPORT
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

CLERK TO THE BOARD OF
COUNTY COMMISSIONERS

OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

IMAGING COVER PAGE

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the original documents

Case: 2007 TD 007294



00026256528

Dkt: TD81 Pg#:

5

Original Documents Follow

7002 0860 0006 5061 7789

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$.44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.54



Sent To NORTHERN HORIZONS LLC [10-053]
WAYNE WHEATLEY
PO BOX 1144
GULF BREEZE FL 32562-1144

Street, Apt. No.
or PO Box No.
City, State, ZIP

PS Form 3811

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

ALL SAINTS HOLINESS OF THE
APOSTOLIC FAITH INC [10-053]
1114 NORTH D ST
PENSACOLA, FL 32501

2. Article Number
(Transfer from service label)

7002 0860 0006 5061 7796

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

NORTHERN HORIZONS LLC [10-053]
WAYNE WHEATLEY
PO BOX 1144
GULF BREEZE FL 32562-1144

2. Article Number
(Transfer from service label)

7002 0860 0006 5061 7789

PS Form 3811, February 2004

Domestic Return Receipt

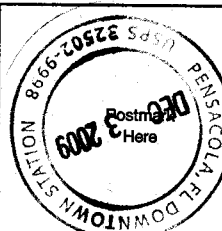
102595-02-M-1540

7002 0860 0006 5061 7796

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

OFFICIAL USE

Postage	\$.44
Certified Fee	2.80
Return Receipt Fee (Endorsement Required)	2.30
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.54



Sent To ALL SAINTS HOLINESS OF THE
APOSTOLIC FAITH INC [10-053]
1114 NORTH D ST
PENSACOLA, FL 32501

Street, Apt. No.;
or PO Box No.
City, State, ZIP+

RECIPIENT: COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☒ Addressee
- B. Received by (Printed Name) C. Date of Delivery
- George C. Williams 12/18/05
- D. Is delivery address different from item 1? ☐ Yes ☒ No
- If YES, enter delivery address below:

3. Service Type
- ☒ Certified Mail ☐ Express Mail
- ☐ Registered ☐ Return Receipt for Merchandise
- ☐ Insured Mail ☐ C.O.D.
4. Restricted Delivery? (Extra Fee) ☐ Yes

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION

CENTURY

ARCHIVES AND RECORDS
CHILD SUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
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COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

CLERK TO THE BOARD OF
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OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

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Case: 2007 TD 007294



00058301546

Dkt: TD84 Pg#:

2

Original Documents Follow

WARNING

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NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **DICK N & BETTY N RILEY TRUSTEES RILEY LIVING TRUST** holder of **Tax Certificate No. 07294**, issued the **1st day of June, A.D., 2007** 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:

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SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 150369000 (10-053)

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Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at the courthouse door at 9:00 A.M. on the **first Monday** in the month of **January**, which is the **4th day of January 2010**.

Dated this 3rd day of December 2009.

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 Maryline Avila 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.

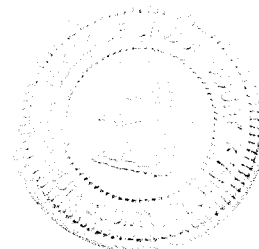
Personal Services:

**ALL SAINTS HOLINESS OF THE
APOSTOLIC FAITH INC
1114 NORTH D ST
PENSACOLA, FL 32501**

**ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA**

By:

M. Avila
Maryline Avila
Deputy Clerk



ESCAMBIA COUNTY SHERIFF'S OFFICE
ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE

Document Number: ECSO09CIV062876NON

Agency Number: 10-002982

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT#07294, 2007

Attorney/Agent:

HONORABLE ERNIE LEE MAGAHA
CLERK OF COURTS
TAX DEED DIVISION

Plaintiff: RE: ALL SAINTS HOLINESS OF THE APOSTOLIC FAITH INC
Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 12/3/2009 at 11:00 AM and served same at 10:00 AM on 12/7/2009 in ESCAMBIA COUNTY, FLORIDA, by serving ALL SAINTS HOLINESS OF THE APOSTOLIC FAITH INC , the within named, to wit: . .

POSTED TO PROPERTY PER INSTRUCTIONS FROM CLERKS OFFICE

DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By: T. Newton 925
T. NEWTON, CPS

Service Fee: \$40.00
Receipt No: BILL

Printed By: NDCURRAN

WARNING

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Dated this 3rd day of December 2009.

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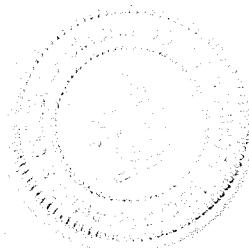
**ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA**

Post Property:

1112 N D ST

By:

M. Avila
**Maryline Avila
Deputy Clerk**



ESCAMBIA COUNTY FL
SHERIFF'S OFFICE
CIVIL UNIT

2009 DEC - 3 A 11:00

RECEIVED

ESCAMBIA COUNTY SHERIFF'S OFFICE
ESCAMBIA COUNTY, FLORIDA
NON-ENFORCEABLE RETURN OF SERVICE

Agency Number: 10-002983

Document Number: ECSO09CIV062912NON

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT#07284, 2007

Attorney/Agent:

HONORABLE ERNIE LEE MAGAHA

CLERK OF COURTS

TAX DEED DIVISION

Plaintiff: RE: ALL SAINTS HOLINESS OF THE APOSTOLIC FAITH INC
Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 12/3/2009 at 11:00 AM and served same at 10:00 AM on 12/7/2009 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY, the within named, to wit: . . .

POSTED TO PROPERTY PER INSTRUCTIONS FROM CLERKS OFFICE

DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By: T. Newton 925
T. NEWTON, CPS

Service Fee: \$40.00
Receipt No: BILL

Printed By: NDCURRA

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION

CENTURY

ARCHIVES AND RECORDS
CHILD SUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
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**COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT**

CLERK TO THE BOARD OF
COUNTY COMMISSIONERS

OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

IMAGING COVER PAGE

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Case: 2007 TD 007294



00046403951

Dkt: TD84 Pg#:

5

Original Documents Follow

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**RILEY DICK N & BETTY N TRUSTEE OF RILEY
LIVING TRU
c/o M&F BANK
NICEVILLE, Florida, 32578**

holder of the following tax sale certificate hereby surrender same to the Tax Collector and make tax deed application thereon:

Certificate No.	Parcel ID Number	Date	Legal Description
7294	15-0369-000	06/01/2007	00-050-09060070029 LTS 7 8 BLK 29 WEST KING TRACT OR 320 P 110 OR 523 P 72 CA 106

2008 TAX ROLL

ALL SAINTS HOLINESS OF THE APOSTOLIC FAITH INC

I agree to pay all delinquent taxes, redeem all outstanding certificates not in my possession, pay any omitted taxes, and pay current taxes, if due, covering the land, and pay any interest earned (a) on tax certificates not in my possession, (b) on omitted taxes or (c) on delinquent taxes. I also agree to pay all Tax Collector's fees, ownership and encumbrance reports costs, Clerk of the Court costs, charges and fees and Sheriff's costs, if applicable. Attached is the above-mentioned tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

dick668 (DICK RILEY)
Applicant's Signature

05/20/2009
Date

TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
May 20, 2009 / 1688

This is to certify that the holder listed below of Tax Sale Certificate Number **2007 / 7294**, issued the **1st day of June, 2007**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 15-0369-000**

Certificate Holder:
RILEY DICK N & BETTY N TRUSTEE OF RILEY LIVING TRU
c/o M&F BANK
NICEVILLE, FLORIDA 32578

Property Owner ALL SAINTS HOLINESS OF THE APOSTOLIC
FAITH INC

Legal Description: 00-0S0-090 60070029

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid:

CERTIFICATES OWNED BY APPLICANT AND FILED IN CONNECTION WITH THIS TAX DEED APPLICATION:

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2007	7294	06/01/07	\$87.13	\$0.00	\$27.45	\$114.58

CERTIFICATES REDEEMED BY APPLICANT OR INCLUDED (COUNTY) IN CONNECTION WITH THIS APPLICATION:

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2008	8761	05/30/08	\$94.11	\$6.25	\$9.88	\$110.24

- Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
- Total of Delinquent Taxes Paid by Tax Deed Application
- Total of Current Taxes Paid by Tax Deed Applicant (2008)
- Ownership and Encumbrance Report Fee
- Tax Deed Application Fee
- Total Certified by Tax Collector to Clerk of Court
- Clerk of Court Statutory Fee
- Clerk of Court Certified Mail Charge
- Clerk of Court Advertising Charge
- Sheriff's Fee
-
- Total of Lines 6 thru 11
- Interest Computed by Clerk of Court Per Florida Statutes.....(%)
- One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S.
- Statutory (Opening) Bid; Total of Lines 12 thru 14
- Redemption Fee
- Total Amount to Redeem

\$224.82
\$0.00
\$76.87
\$125.00
\$75.00
\$501.69
\$501.69
\$6.25

*Done this 20th day of May, 2009

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Candice Lewis

Date of Sale: January 4, 2010

* This certification must be surrendered to the Clerk of the Circuit Court no later than ten days after this date.

**Ernie Lee Magaha,
Clerk of the Circuit Court of Escambia County Florida**

Receipt Type	Case	Outstanding Amount	0.00
Receipt Number	1071527	Receipt Date	10/07/2009

Case Number	2007 TD 007294
Description	DICK N AND BETTY N RILEY TRUSTEES VS

Action **TAX DEED APPLICATION**

Judge

Received From **DICK N AND BETTY N RILEY TRUSTEES**

On Behalf Of **DICK N AND BETTY N RILEY TRUSTEES**

Total Received	390.00
Net Received	390.00
Change	0.00

Receipt Payments	Amount	Reference Description
Cash	390.00	ONCORE TRANS#759286

Receipt Applications	Amount
Holding	330.00
Service Charge	60.00

Deputy Clerk: mavila Transaction Date 10/07/2009 15:03:56

Comments

ERNIE LEE MAGAHA
 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



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION
CENTURY

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

COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT

Case # 2007 TD 007294
Redeemed Date 12/28/2009

Name ELMORE LOCKE III 1114 N D ST PENSACOLA FL 32501

Clerk's Total = TAXDEED	\$436.80
Due Tax Collector = TAXDEED	\$568.14
Postage = TD2	\$12.00
ResearcherCopies = TD6	\$13.00

Apply Docket Codes

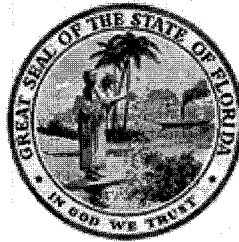
• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
06/17/2007	TAXDEED	TAX DEED CERTIFICATES Receipt: 1071527 Date: 10/07/2009	330.00	0.00	
06/17/2007	TD1	TAX DEED APPLICATION Receipt: 1071527 Date: 10/07/2009	60.00	0.00	
09/15/2009	TD82	O & E REPORT	0.00	0.00	
09/15/2009	TD83	TAX COLLECTOR CERTIFICATION	0.00	0.00	
12/03/2009	TD81	CERTIFICATE OF MAILING	0.00	0.00	
12/15/2009	TD84	CORRESPONDENCE(cert mail receipts, green cards)mva	0.00	0.00	
12/18/2009	TD84	CORRESPONDENCE(sheriff notice, property posted, All Saints Holiness of the Apostolic Faith Inc served)mva	0.00	0.00	
12/28/2009	TAXDEED	TAXDEED Due Tax Collector	568.14	568.14	
12/28/2009	TD2	POSTAGE TAX DEEDS	12.00	12.00	
12/28/2009	TAXDEED	TAXDEED Clerk's Total	436.80	436.80	
12/28/2009	TD6	TITLE RESEARCHER COPY CHARGES	13.00	13.00	

FINANCIAL SUMMARY

Rcd	Docket Application	Owed	Paid	Dismissed	Due
1	Service Charge	\$85.00	\$60.00	\$0.00	\$25.00
2	Holding	\$1,334.94	\$330.00	\$0.00	\$1,004.94
	TOTAL	\$1,419.94	\$390.00	\$0.00	\$1,029.94

ERNIE LEE MAGAHA
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

**ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT
Tax Certificate Redeemed From Sale
Account: 150369000 Certificate Number: 007294 of 2007**

Payor: ELMORE LOCKE III 1114 N D ST PENSACOLA FL 32501 Date 12/28/2009

Clerk's Check #	1	Clerk's Total	\$436.80
Tax Collector Check #	1	Tax Collector's Total	\$568.14
		Postage	\$12.00
		Researcher Copies	\$13.00
		Total Received	\$1,029.94

ERNIE LEE MAGAHA
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>**




ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

Tax Deed - Redemption Calculator

Account: 150369000 Certificate Number: 007294 of 2007

Redemption ☒ Yes Application Date Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="01/04/2010"/>	Redemption Date <input type="text" value="12/28/2009"/> 
Months	8	7
Tax Collector	<input type="text" value="\$501.69"/>	<input type="text" value="\$501.69"/>
Tax Collector Interest	\$60.20	\$52.68
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
Total Tax Collector	\$568.14	\$560.62
Clerk Fee	<input type="text" value="\$60.00"/>	<input type="text" value="\$60.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$120.00"/>
Legal Advertisement	<input type="text" value="\$210.00"/>	<input type="text" value="\$210.00"/>
App. Fee Interest	\$46.80	\$40.95
Total Clerk	\$436.80	\$430.95
Postage	<input type="text" value="\$12.00"/>	<input type="text" value="\$12.00"/>
Researcher Copies	<input type="text" value="\$13.00"/>	<input type="text" value="\$13.00"/>
Total Redemption Amount	\$1,029.94	\$1,016.57
	Repayment Overpayment Refund Amount	$13.37 + 40.00 = 53.37$

Notes: ACTUAL SHERIFF \$80.00 COM FEE \$18.50
 12-04-2009 ELMORE LOCKE III CALLED FOR QUOTE.MVA
 12-04-2009 RENEE FROM PROP APPR OFFICE CALLED FOR QUOTE, HAD

Submit

Reset

Print Preview

**Ernie Lee Magaha,
Clerk of the Circuit Court of Escambia County Florida**

Receipt Type	Case	Outstanding Amount	0.00
Receipt Number	1098046	Receipt Date	12/28/2009

Case Number	2007 TD 007294
Description	DICK N AND BETTY N RILEY TRUSTEES VS

Action **TAX DEED REDEMPTION**

Judge

Received From **ELMORE LOCKE III**

On Behalf Of **DICK N AND BETTY N RILEY TRUSTEES**

Total Received	1,029.94
Net Received	1,029.94
Change	0.00

Receipt Payments	Amount	Reference Description
Cash	1,029.94	CASH

Receipt Applications	Amount
Holding	1,004.94
Service Charge	25.00

Deputy Clerk: mavila Transaction Date 12/28/2009 10:25:37

Comments

THE ESCAMBIA SUN-PRESS, LLC



PUBLISHED WEEKLY SINCE 1948

(Warrington) Pensacola, Escambia County, Florida

STATE OF FLORIDA

County of Escambia

NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That DICK N & BETTY N RILEY TRUSTEES RILEY LIVING TRUST holder of Tax Certificate No. 07294, issued the 1st day of June, A.D., 2007 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 7 8 BLK 29 WEST KING TRACT
OR 320 P 110 OR 523 P 72 CA 106
SECTION 00, TOWNSHIP 0 S,
RANGE 00 W

TAX ACCOUNT NUMBER
150369000 (10-053)

The assessment of the said property under the said certificate issued was in the name of ALL SAINTS HOLINESS OF THE APOSTOLIC FAITH INC

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at the courthouse door at 9:00 A.M. on the first Monday in the month of January, which is the 4th day of January 2010.

Dated this 3rd day of December 2009.

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 Maryline Avila 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.

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA
(SEAL)

By: Maryliné Avila
Deputy Clerk

oaw-4w-12-3-10-17-24-2009

Before the undersigned authority personally appeared
Michael J. Driver

who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly newspaper published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a

NOTICE in the matter of SALE

DATE: 01/04/2010 - TAX CERT #: 07294

in the CIRCUIT Court
was published in said newspaper in the issues of
DECEMBER 3, 10, 17, 24, 2009

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Michael J. Driver

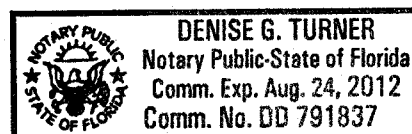
PUBLISHER

Sworn to and subscribed before me this 24TH
day of DECEMBER A.D., 2009

Denise G. Turner

DENISE G. TURNER

NOTARY PUBLIC



ERNIE LEE MAGAHA
 CLERK OF THE COURT & COMPTROLLER
 P.O. BOX 333
 PENSACOLA, FL 32591-0333
 (850) 595-4140
REGISTRY ACCOUNT

Bank of America
 PENSACOLA, FLORIDA

63-27
 631

9000011694

VOID AFTER 6 MONTHS

PAY

*FIFTY THREE AND 37/100

ELMORE LOCKE III

DATE

AMOUNT

12/30/2009

53.37

TO THE ORDER OF
 ELMORE LOCKE III
 1114 N D STREET
 PENSACOLA, FL 32501

Ernie Lee Magaha

ERNIE LEE MAGAHA, CLERK OF THE COURT



⑈9000011694⑈ ⑆063100277⑆ 898033991356⑈

ERNIE LEE MAGAHA
 CLERK OF THE COURT & COMPTROLLER

9000011694

Date	Case Number	Description	Amount
12/30/2009	2007 TD 007294	PAYMENT TAX DEEDS	53.37

9000011694

Check: 9000011694 12/30/2009 ELMORE LOCKE III

Check Amount: 53.37

ERNIE LEE MAGAHA
 CLERK OF THE COURT & COMPTROLLER
 P.O. BOX 333
 PENSACOLA, FL 32591-0333
 (850) 595-4140
REGISTRY ACCOUNT

Bank of America
 PENSACOLA, FLORIDA

9000011690

63-27
 631

VOID AFTER 6 MONTHS

PAY

*FOUR HUNDRED THIRTY AND 95/100

DICK N & BETTY N RILEY

TO THE
 ORDER
 OF

DICK N & BETTY N RILEY
 TRUSTEE OF RILEY LIVING TRUST
 668 MERIONETH DRIVE
 FORT WALTON BEACH, FL 32547

DATE

AMOUNT

12/30/2009

430.95

Ernie Lee Magaha

ERNIE LEE MAGAHA, CLERK OF THE COURT



⑈9000011690⑈ ⑆063100277⑆ 898033991356⑈

ERNIE LEE MAGAHA
 CLERK OF THE COURT & COMPTROLLER

9000011690

Date	Case Number	Description	Amount
12/30/2009	2007 TD 007294	PAYMENT TAX DEEDS	430.95

9000011690

Check: 9000011690 12/30/2009 DICK N & BETTY N RILEY

Check Amount:

430.95

ERNIE LEE MAGAHA
 CLERK OF THE COURT & COMPTROLLER
 P.O. BOX 333
 PENSACOLA, FL 32591-0333
 (850) 595-4140
REGISTRY ACCOUNT

Bank of America
 PENSACOLA, FLORIDA
 VOID AFTER 6 MONTHS

9000011700

63-27
 631

PAY

*FIVE THOUSAND SEVEN HUNDRED TWENTY FIVE AND 82/100

JANET HOLLEY TAX COLLECTOR

TO THE
 ORDER
 OF

JANET HOLLEY TAX COLLECTOR
 213 PALAFOX PLACE
 PENSACOLA, FL 32502

DATE

AMOUNT

12/30/2009

5,725.82

Ernie Lee Magaha

ERNIE LEE MAGAHA, CLERK OF THE COURT



⑈9000011700⑈ ⑆063100277⑆ 898033991356⑈

ERNIE LEE MAGAHA
 CLERK OF THE COURT & COMPTROLLER

9000011700

Date	Case Number	Description	Amount
12/30/2009	2007 TD 007294	PAYMENT TAX DEEDS	560.62
12/30/2009	2007 TD 007487	PAYMENT TAX DEEDS	755.29
12/30/2009	2007 TD 007214	PAYMENT TAX DEEDS	2,756.56
12/30/2009	2007 TD 005864	PAYMENT TAX DEEDS	1,010.03
12/30/2009	2007 TD 001888	PAYMENT TAX DEEDS	643.32

9000011700

Check: 9000011700 12/30/2009 JANET HOLLEY TAX COLLECTOR

Check Amount: 5,725.82

Maryline Avila

From: "Maryline Avila" <mavila@escambiaclerk.com>
To: "Dana Moye" <dmoye@escambiaclerk.com>
Cc: "Carolyn Holland" <cholland@escambiaclerk.com>; "Brenda Robinson" <brobinson@escambiaclerk.com>
Sent: Monday, December 28, 2009 11:28 AM
Subject: Check Request Tax Cert 2007 TD 07294

2007 TD 07294

Please issue checks:

Janet Holley Tax Collector
\$560.62(taxes due)

Dick N & Betty N Riley Trustees
C/O M&F Bank
750 John Sims Prkwy
Niceville FL 32578
\$430.95(\$390.00 app fees \$40.95 interest)

10-053

ELMORE LOCKE III
1114 N D ST
PENSACOLA FL 32501
\$53.37(overpayment refund)

Maryline Avila
Escambia County
Clerk of Circuit Court
Tax Deeds Division
(850) 595-3793
(850) 595-4827
mavila@escambiaclerk.com

ERNIE LEE MAGAHA
CLERK OF THE CIRCUIT COURT



BRANCH OFFICES
ARCHIVES AND RECORDS
JUVENILE DIVISION

CENTURY

ARCHIVES AND RECORDS
CHILD SUPPORT
CIRCUIT CIVIL
CIRCUIT CRIMINAL
COUNTY CIVIL
COUNTY CRIMINAL
DOMESTIC RELATIONS
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JURY ASSEMBLY
JUVENILE
MENTAL HEALTH
MIS
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TRAFFIC

**COUNTY OF ESCAMBIA
OFFICE OF THE
CLERK OF THE CIRCUIT COURT**

CLERK TO THE BOARD OF
COUNTY COMMISSIONERS

OFFICIAL RECORDS
COUNTY TREASURY
AUDITOR

IMAGING COVER PAGE

This cover page is not a part of the original documents but is
necessary to avoid obscuring any information on
the original documents

Case: 2007 TD 007294



00036264750

Dkt: TD80 Pg#:

13

Original Documents Follow