

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
9185	15-4700-040	05/30/2008	00-050-093 LT 4 BLK B PORT ROYAL PHASE II PB 15 P 98 OR 5612 P 1562 CA 73

2009 TAX ROLL

LDC OF NORTHWEST FLORIDA INC
PO BOX 12204
PENSACOLA, Florida 32591

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

04/25/2010
Date

TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Apr 25, 2010 / 2196

This is to certify that the holder listed below of Tax Sale Certificate Number **2008 / 9185**, issued the **30th day of May, 2008**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 15-4700-040**

Certificate Holder:

RILEY DICK N & BETTY N TRUSTEE OF RILEY LIVING TRU
C/O M&F BANK
NICEVILLE, FLORIDA 32578

Property Owner:

LDC OF NORTHWEST FLORIDA INC
PO BOX 12204
PENSACOLA, FLORIDA 32591

Legal Description: 00-0S0-093

LT 4 BLK B PORT ROYAL PHASE II PB 15 P 98 OR 5612 P 1562 CA 73

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
2008	9185	05/30/08	\$3,517.16	\$0.00	\$1,160.66	\$4,677.82

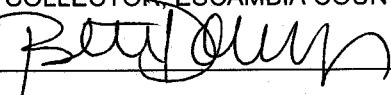
CERTIFICATES REDEEMED BY APPLICANT OR INCLUDED (COUNTY) IN CONNECTION WITH THIS APPLICATION:

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2009	11436	06/01/09	\$3,329.09	\$6.25	\$499.36	\$3,834.70

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County) \$8,512.52
2. Total of Delinquent Taxes Paid by Tax Deed Application \$0.00
3. Total of Current Taxes Paid by Tax Deed Applicant (2009) \$3,040.40
4. Ownership and Encumbrance Report Fee \$150.00
5. Tax Deed Application Fee \$75.00
6. Total Certified by Tax Collector to Clerk of Court \$11,777.92
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 \$11,777.92
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. Statutory (Opening) Bid; Total of Lines 12 thru 14 _____
16. Redemption Fee \$6.25
17. Total Amount to Redeem _____

*Done this 25th day of April, 2010

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By 

Date of Sale: November 1, 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



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 necessary to avoid obscuring any information on the original documents.

Case: 2008 TD 009185



00079061246

Dkt: TD83 Pg#:

Original Documents Follow

EXHIBIT A

LEGAL DESCRIPTIONS

Parcel 1 – Currently Owned by James D. Homyak:

Lot 5, Block B, Port Royal Phase II, according to plat recorded in Plat Book 15, Page 98, a resubdivision of a portion of Blocks 33, 36, and 43 of the Waterfront or Pintado Grant, according to the Map of City of Pensacola, copyrighted by Thomas C. Watson in 1906, Section 46, Township 2 South, Range 30 West, Escambia County, Florida.

Parcel 2 – Currently Owned by LDC of Northwest Florida, Inc.:

Lot 4, Block B, Port Royal Phase II, according to plat recorded in Plat Book 15, Page 98, a resubdivision of a portion of Blocks 33, 36, and 43 of the Waterfront or Pintado Grant, according to the Map of City of Pensacola, copyrighted by Thomas C. Watson in 1906, Section 46, Township 2 South, Range 30 West, Escambia County, Florida.

Parcel 3 – Currently Owned by Eric L. Frank:

Lot 1, Block C, Port Royal Phase II, according to plat recorded in Plat Book 15, Page 98, a resubdivision of a portion of Blocks 33, 36, and 43 of the Waterfront or Pintado Grant, according to the Map of City of Pensacola, copyrighted by Thomas C. Watson in 1906, Section 46, Township 2 South, Range 30 West, Escambia County, Florida.

Parcel 4 – Currently Owned by Willis C. Merrill, III:

Lot 2, Block B, Port Royal Phase II, according to plat recorded in Plat Book 15, Page 98, a resubdivision of a portion of Blocks 33, 36, and 43 of the Waterfront or Pintado Grant, according to the Map of City of Pensacola, copyrighted by Thomas C. Watson in 1906, Section 46, Township 2 South, Range 30 West, Escambia County, Florida.

construction of said Port Royal Phase II Owner's lot should be completed prior to 2009, such that the improvements (i.e. completed residence) are assessed by the Escambia County Property Appraiser on the tax roll for 2007, 2008, or 2009, the Owner, upon written notice to the City, shall be entitled to a refund of the amounts paid to the City pursuant to this Agreement applicable to the respective Port Royal Phase II Owner's lot. Said refund, if any, shall accrue to the applicable Port Royal Phase II Owner that is a party to this Agreement, and shall not accrue to any subsequent owner to the extent any of the Port Royal Phase II Owners should sell, convey, or assign their respective Port Royal Phase II lot to a third party, said lots being more particularly described on the attached Exhibit A.

4. **COVENANTS RUN WITH THE LAND.** The rights, obligations, covenants and restrictions of this Agreement shall run with and bind the land subject hereto, and shall inure to the benefit of and be enforceable by the City and the Port Royal Phase II Owners, their respective legal representatives, heirs, successors and assigns.

5. **BINDING EFFECT.** The rights granted herein and the various terms, conditions, extensions, and waivers set forth herein, shall be binding upon and inure to the benefit of the City and the Port Royal Phase II Owners, and their respective heirs, successors and assigns and all those claiming by, through or under each such Port Royal Phase II Owner or its, his, or her heirs, successors and assigns.

6. **DEFAULT.** In the event any of the Port Royal Phase II Owners, or their respective successors, heirs, or assigns, should fail to make any of the scheduled payments as more fully set forth in paragraph 3 above, the City shall retain its right to declare a Default pursuant to the terms of the Master Lease. Further, to the extent any of the Port Royal Phase II Owners, or their respective successors, heirs, or assigns, should fail to comply with the extension of the Performance Schedule provisions of the Master Lease, the City shall retain its right to declare a Default pursuant to the terms of the Master Lease.

7. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the City and the Port Royal Phase II Owners concerning their respective rights and obligations concerning their respective lots in Port Royal Phase II. All prior agreements, understandings and negotiations between the Parties whether written or oral are hereby superseded. This agreement may be amended only in writing.

[END OF TEXT]

Eric L. Frank
Willis C. Merrill, III

Lot 1, Block C, Port Royal Phase II
Lot 2, Block B, Port Royal Phase II

WHEREAS, since the Port Royal Phase II Owners have not completed construction of residences on their respective lots, the Port Royal Phase II Owners are in violation of the Performance Schedule provisions of the Master Lease;

WHEREAS, the City and Port Royal Phase II Owners have agreed to an extension of the Performance Schedule provisions of the Master Lease pursuant to this Agreement;

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt, sufficiency and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. EXTENSION OF PERFORMANCE SCHEDULE. For and in consideration of the Reimbursement Compensation from the Port Royal Phase II Owners to the City, as more fully set forth in paragraph 3 below, the Performance Schedule provisions at Article XII of the Master Lease are hereby extended, as to each of the above-referenced lots owned by the Port Royal Phase II Owners through December 31, 2009.

2. WAIVER OF DEFAULT. For and in consideration of the Reimbursement Compensation from the Port Royal Phase II Owners to the City, as more fully set forth in paragraph 3 below, the City hereby agrees to waive any right to declare a default under the Master Lease against any of the Port Royal Phase II Owners (as to their respective lots) resulting from the violation of the Performance Schedule provisions at Article XII of the Master Lease through December 31, 2009.

3. REIMBURSEMENT COMPENSATION. For and in consideration of the extension of the Performance Schedule provisions of the Master Lease and the waiver of default resulting from any violation of said Performance Schedule provisions, as more fully set forth in paragraphs 1 and 2 above, the Port Royal Phase II Owners hereby agree to pay the City the amounts described as set forth in Exhibit B attached hereto and incorporated herein. Each of the Port Royal Phase II Owners, as to his, her or its respective lot, shall make payments to the City applicable to calendar years 2005 through 2009 to reimburse the City for lost ad valorem tax revenues since said lots were not improved within the seven year term of the Master Lease Performance Schedule. The amount of each owner's payments shall be determined by whether the lot is in Block B or Block C.

The payments applicable to calendar years 2005 and 2006 shall be due and payable to City from each of the Port Royal Phase II Owners simultaneous with the execution of this Agreement. The payments for 2007, 2008, and 2009 shall, at the option of each Port Royal Phase II Owners, be made on November 1st of each respective calendar year, or otherwise upon execution of this Agreement at the discounted present values for each year as set forth in the Exhibit B. If any Port Royal Phase II Owner should pay the amounts described in the attached schedule for 2007, 2008, and 2009 simultaneous with the execution of this Agreement, and

Prepared By:

Matthew C. Hoffman
Shell, Fleming, Davis & Menge, P.A.
226 South Palafox Place, Seville Tower – 9th Floor
Pensacola, Florida 32502
SFD&M File No.: MH140.00000

Kramer A. Litvak
Litvak, Beasley & Wilson, LLP
226 E. Government St.
Pensacola, Florida 32501

STATE OF FLORIDA

COUNTY OF ESCAMBIA

LEASE EXTENSION AGREEMENT

This Lease Extension Agreement ("Agreement") is made and entered into as of the 14th day of August, 2006 by and between the **CITY OF PENSACOLA**, a municipal corporation of the State of Florida, ("City") and **JAMES D. HOMYAK, LDC OF NORTHWEST FLORIDA, INC.**, a Florida corporation, **ERIC L. FRANK**, and **WILLIS C. MERRILL, III** (collectively "Port Royal Phase II Owners").

WITNESSETH:

WHEREAS, the City entered into that certain Lease Between City of Pensacola and Port Royal Phase II, Inc. (the "Master Lease"), dated May 1, 1997, said Master Lease being recorded in **Official Records Book 4128, Page 1052** of the public records of Escambia County, Florida;

WHEREAS, Port Royal Phase II, Inc. subsequently subleased each of the residential lots created pursuant to the Master Lease to various third party purchasers, otherwise referred to as "Sublessees" in the Master Lease;

WHEREAS, the Master Lease included a Performance Schedule at Article XII requiring completion of all residences on each of the residential lots created pursuant to the Master Lease within seven years from the date of the Master Lease;

WHEREAS, the Port Royal Phase II Owners each own the following vacant residential lots in Port Royal Phase II, each of which are more particularly described on the attached Exhibit A:

James D. Homyak

Lot 5, Block B, Port Royal Phase II

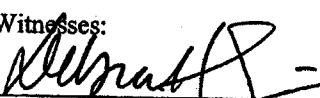
LDC of Northwest Florida, Inc.

Lot 4, Block B, Port Royal Phase II

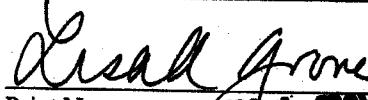
26. WAIVER OF JURY TRIAL. NO PARTY TO THIS INSTRUMENT OR ANY HEIR, PERSONAL REPRESENTATIVE, SUCCESSOR OR ASSIGNEE OF A PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS INSTRUMENT, ANY RELATED INSTRUMENT, ANY COLLATERAL FOR THE NOTE OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NO PARTY SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE, OR HAS NOT BEEN, WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH, OR REPRESENTED TO, ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

IN WITNESS WHEREOF, this instrument has been executed on the date first above written.

Witnesses:



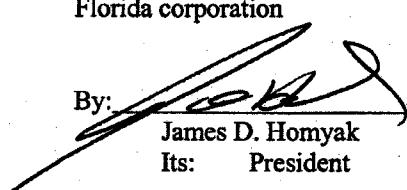
Print Name: Debora H. Sincere



Print Name: LISA A. GROVE

LDC of Northwest Florida, Inc., a
Florida corporation

By:


James D. Homyak

Its: President

[corporate seal]



STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of April, 2005 by James D. Homyak as President of LDC of Northwest Florida, Inc., a Florida corporation, on behalf of the corporation who (check one):

Is personally known to me; or

Produced the following identification:

[NOTARYS EAL]

Notary Public, State of Florida

Print Name: LISA A. GROVE



This instrument prepared by and return to:

Stephen L. Walker
Moulton McEachern & Walker
Bank of America Building
5041 Bayou Boulevard
Suite 300
Pensacola, Florida 32503

STATE OF FLORIDA

COUNTY OF ESCAMBIA

MORTGAGE AND ASSIGNMENT OF RENTS, LEASES AND PROFITS

This Mortgage is made this 5th day of April, 2005 by **LDC OF NORTHWEST FLORIDA, INC.**, a Florida corporation ("Mortgagor"), and **BANK OF PENSACOLA**, ("Mortgagee").

WITNESSETH:

WHEREAS, Mortgagor is indebted to Mortgagee in the principal sum of **One Hundred Sixty One Thousand Two Hundred Fifty and no/100 Dollars (\$161,250.00)**, together with interest thereon, as evidenced by that certain promissory note of even date herewith executed by Mortgagor and delivered to Mortgagee ("Note"), which by reference is made a part hereof to the same extent as though set out in full herein;

NOW, THEREFORE, to secure the performance by Mortgagor of all covenants and conditions in the Note and in this Mortgage and in all other instruments securing the Note, and in order to charge the properties, interests and rights hereinafter described with such payment and performance and to secure additional advances, renewals, extensions and modifications thereof and for and in consideration of the sum of **Ten and No/100 Dollars (\$10.00)**, Mortgagor does hereby mortgage, sell, pledge and assign to Mortgagee and, where applicable, grant a security interest in all of Mortgagor's right, title and interest in and to:

THE MORTGAGED PROPERTY

A. All of Mortgagor's leasehold interest in the land located in Escambia County, Florida, more particularly described as:

Lot 4, Block B, PORT ROYAL PHASE II, according to plat recorded in Plat Book 15, page 98, a Resubdivision of a portion of Blocks 33, 36, and 43 of the Waterfront or Pintado Grant, according to the map of the City of Pensacola copyrighted by Thomas C. Watson in 1906, Section 46, Township 2 South, Range 30 West, Escambia County, Florida

("Premises"); to have and to hold the same, together with (i) all the improvements now or hereafter erected on the Premises; (ii) all fixtures now or hereafter attached thereto ("Fixtures"); (iii) all tenements, hereditaments, streets, alleys, rights of way, easements, rights, powers, privileges, immunities and appurtenances thereunto belonging or in anywise appertaining; (iv) the reversion and reversions, remainder and remainders; and (v) all the estate, right, title, interest, homestead, right of dower, separate

RESIDENTIAL SALES
ABUTTING ROADWAY
MAINTENANCE DISCLOSURE

ATTENTION: Sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County requires this disclosure by attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway: Port Royal Way, Pensacola, Florida
Legal Address of Property: Lot 4, Block B, Port Royal Phase II, Escambia County, Florida

The County () has accepted (x) has not accepted the abutting roadway for maintenance (in City).

This form completed by: Stephen L. Walker, Esq.
Moulton McEachern & Walker
5041 Bayou Boulevard, Suite 300
Pensacola, FL 32503

Date: April 5th, 2005

AS TO SELLER(S):

Witnesses:

Print Name: Debra H. Sincere

Print Name: Shaeen Bencie Clinard

J. Collier Merrill

AS TO BUYER(S):

Witnesses:

Print Name: Debra H. Sincere

Print Name: Lisa A. Grove

LDC of Northwest Florida, Inc.

By:

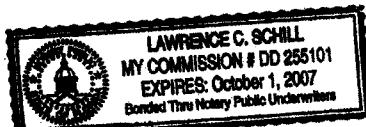
James D. Homyak
Its: President

[corporate seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of April, 2005 by J. Collier Merrill, who (check one):

- is personally known to me; or
 produced the following identification:



[NOTARY SEAL]

Notary Public, State of Florida
Print Name: Lawrence C. Schill

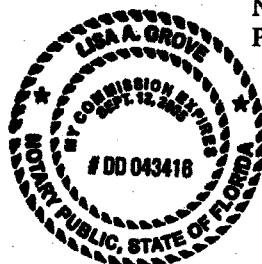
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of April, 2005, by James D. Homyak, as President of LDC of Northwest Florida, Inc., a Florida corporation, on behalf of the corporation, who (check one)

- is personally known to me; or
 produced the following identification:

[NOTARY SEAL]

Notary Public, State of Florida
Print Name: Lisa A. Grove



3. Taxes for the year 2005.

Assignor, in consideration of the premises, does hereby for himself and his successors and assigns covenants and agrees with the Assignee that the Assignor is the lawful owner of the above described Lease; that the Lease is in full force and effect and not in default and is free and clear of and from all encumbrances, except as aforesaid; and that he will warrant and defend the same unto the Assignee against the lawful claims and demands of all persons whatsoever.

Assignee, in consideration of the premises, does hereby promise, covenant and agree to and with the Assignor that Assignee will, effective as and from the date of the execution and delivery of this instrument and during the residue of the term of the Lease, assume and faithfully observe and perform all of the covenants and conditions contained in the Lease.

Assignor represents and warrants that the subject property is vacant and not the homestead or residence of the Assignor, nor the residence of any member of Assignor's family, nor contiguous thereto.

The terms "Assignor" and "Assignee" herein or any pronouns in place thereof, shall mean and include the masculine or feminine, the singular or plural number, individuals, firms, or corporations and each of their respective successors, heirs, executors, administrators and assigns, jointly and severally, according to the context thereof.

IN WITNESS WHEREOF, the Assignor and the Assignee have executed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

Print Name: Lawrence C. Schill

J. Collier Merrill

Print Name: Shanell Sincere

Print Name: Debra H. Sincere

Print Name: Lisa A. Grove

LDC of Northwest Florida, Inc.

By: James D. Homayak
Its: President

[corporate seal]

This instrument prepared by and return to:

Stephen L. Walker, Attorney
Moulton McEachern & Walker
5041 Bayou Boulevard, Suite 300
Pensacola, Florida 32503

STATE OF FLORIDA
COUNTY OF ESCAMBIA

Property Appraisers Parcel
Identification No.: 00-0S-00-9300-004-002

ASSIGNMENT OF SUBLEASE

THIS ASSIGNMENT OF SUBLEASE, made and executed this 5th day of April, 2005 by **J. COLLIER MERRILL**, a single man, Post Office Box 710, Pensacola, Florida 32593, "Assignor" and **LDC OF NORTHWEST FLORIDA, INC.**, a Florida corporation, Post Office Box 12204, Pensacola, Florida 32591, "Assignee."

WITNESSETH

The Assignor, in consideration of TEN AND NO/100 DOLLARS (\$10.00) paid in hand, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and other covenants and agreements of the Assignee hereinafter contained does hereby grant, bargain, sell, transfer, deliver, assign and set over unto the Assignee, and the their executors, administrators and assigns, do hereby assume, acquire and accept, the following described property:

Lot 4, Block B, PORT ROYAL PHASE II, according to plat recorded in Plat Book 15, page 98, a Resubdivision of a portion of Blocks 33, 36, and 43 of the Waterfront or Pintado Grant, according to the map of the City of Pensacola copyrighted by Thomas C. Watson in 1906, Section 46, Township 2 South, Range 30 West, Escambia County, Florida

TO HAVE AND TO HOLD the same unto the Assignee for the full unexpired term of that certain lease between the City of Pensacola and Port Royal Phase II, Inc. recorded in O.R. Book 4128, page 1052 and partial assignment of lease and sublease between Port Royal Phase II and Assignor recorded in O.R. Book 4207, page 352, both of the public records of Escambia County, Florida, hereinafter collectively referred to as the "Lease."

SUBJECT to the following:

1. All of the terms, provisions, conditions, rights, privileges and obligations contained in the Lease and the Declaration of Condominium and accompanying condominium documents, and of other covenants, conditions, restrictions, reservations and easements of record affecting the property.
2. All applicable zoning or governmental regulations and ordinances.

SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE
PENSACOLA, FLORIDA 32503
TEL. (850) 478-8121 FAX (850) 476-1437
Email: rcsqt@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 11-01-10

TAX ACCOUNT NO.: 15-4700-040

CERTIFICATE NO.: 2008-9185

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

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

Notify Escambia County, 190 Governmental Center, 32501

Notify Homestead for _____ tax year.

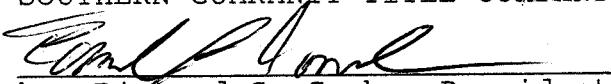
LDC of Northwest Florida, Inc.
P.O. Box 12204
Pensacola, FL 32591

Coastal Bank & Trust SBM to
Bank of Pensacola
125 W. Romana St., 4th Floor
Pensacola, FL 32502

Port Royal HOA, Inc.
P.O. Box 12711
Pensacola, FL 32591-1271

Certified and delivered to Escambia County Tax Collector,
this 28th day of July, 2010.

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.: 8081

July 27, 2010

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

1. That certain mortgage executed by LDC of Northwest Florida, Inc. in favor of Coastal Bank & Trust SBM to Bank of Pensacola dated April 5, 2005 and recorded April 7, 2005 in Official Records Book 5612, page 1566 of the public records of Escambia County, Florida, in the original amount of \$161,250.00.
2. Lease Extension Agreement by City of Pensacola recorded in O.R. Book 5971, page 995.
3. Subject to terms and conditions of any controlling leases, subleases, lease assignments, or condominium documents applicable to this parcel.
4. Taxes for the year 2007-2008 delinquent. The assessed value is \$152,000.00. Tax ID 15-4700-040.

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.: 8081

July 27, 2010

Lot 4, Block B, PORT ROYAL PHASE II, according to plat recorded in Plat Book 15, page 98, a Resubdivision of a portion of Blocks 33, 36, and 43 of the Waterfront or Pintado Grant, according to the map of the City of Pensacola copyrighted by Thomas C. Watson in 1906, Section 46, Township 2 South, Range 30 West, Escambia County, Florida

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.: 8081

July 27, 2010

Escambia County Tax Collector
P.O. Box 1312
Pensacola, FL 32569
ATTN: Beth Donnelly

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 07-27-90, through 07-27-10, and said search reveals the following:

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

LDC of Northwest Florida, 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:

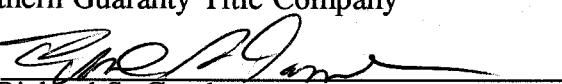
SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

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

July 27, 2010

ERNIE LEE MAGAHA
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

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**

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: 2008 TD 009185



00025714709

Dkt: TD82 Pg#:

15

Original Documents Follow

Escambia County Receipt of Transaction

Receipt # 2019032380

Cashiered by: Inorwood

Pam Childers
Clerk of Court
Escambia County, Florida

Received From

KEVIN MOORE

On Behalf Of:

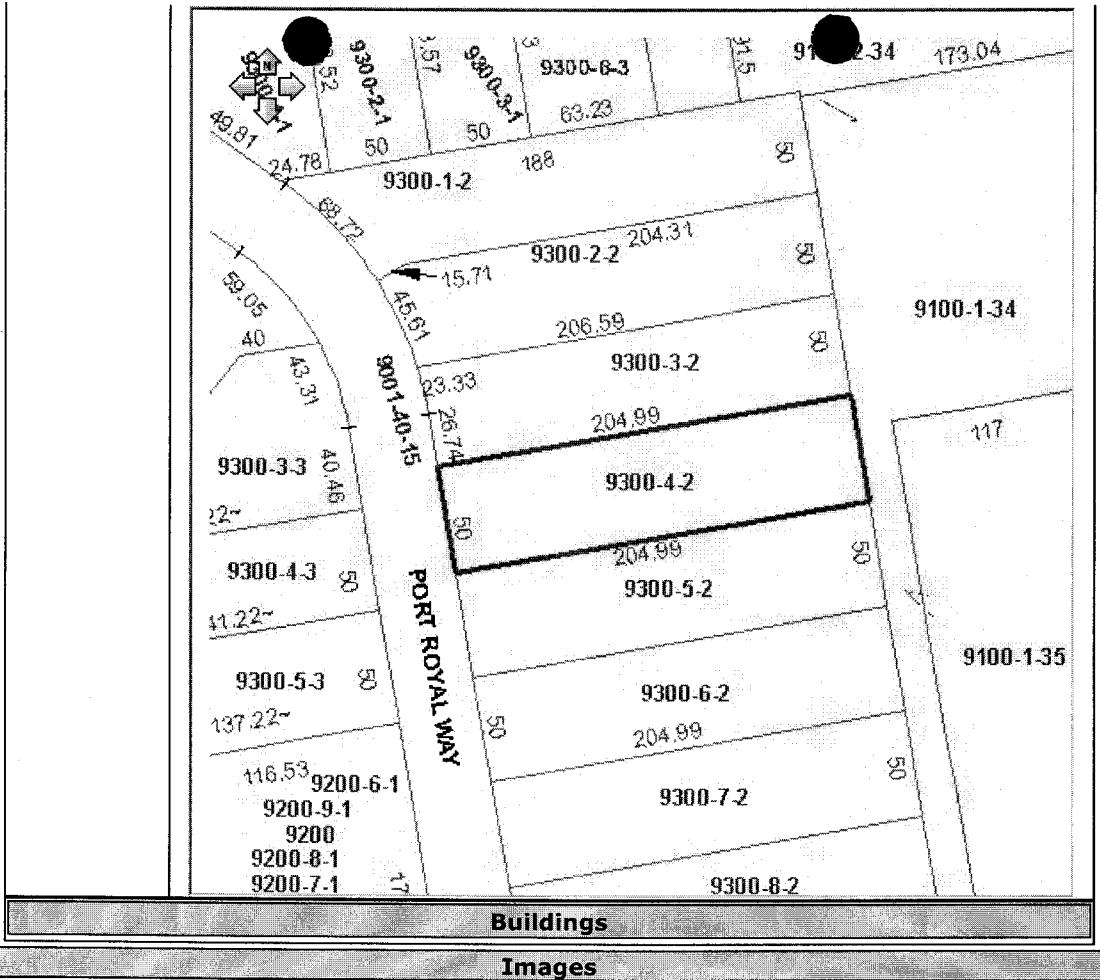
On: 4/9/19 9:07 am
Transaction # 101351989

Non-Case Fees

Fee Description	Fee	Prior Paid	Waived	Due	Paid	Balance
Total:	8.00	0.00	0.00	8.00	8.00	0.00
Grand Total:	8.00	0.00	0.00	8.00	8.00	0.00

PAYMENTS

Payment Type	Reference	Amount	Refund	Overage	Change	Net Amount
CASH	OK	8.00	0.00	0.00	0.00	8.00
Payments Total:		8.00	0.00	0.00	0.00	8.00



Last Updated:05/05/2010 (tc.2340)



Chris Jones

Escambia County Property Appraiser

[Real Estate Search](#) [Tangible Property Search](#) [Amendment 1 Calculations](#)

[Back](#)



Navigate Mode **Account**
 Reference

[Printer Friendly Version](#)

General Information		2009 Certified Roll Assessment	
Reference:	000S009300004002	Improvements:	\$0
Account:	154700040	Land:	\$152,000
Owners:	LDC OF NORTHWEST FLORIDA INC	Total:	\$152,000
Mail:	PO BOX 12204 PENSACOLA, FL 32591	Save Our Homes:	\$0
Situs:	PORT ROYAL WAY	Disclaimer	
Use Code:	VACANT RESIDENTIAL	Amendment 1 Calculations	
Taxing Authority:	PENSACOLA CITY LIMITS		
Tax Inquiry:	Open Tax Inquiry Window		
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector			

Sales Data				2009 Certified Roll Exemptions			
Sale Date	Book	Page	Value	Type	Official Records (New Window)	Legal Description	Extra Features
04/2005	5612	1562	\$215,000	LI	View Instr	LT 4 BLK B PORT ROYAL PHASE II PB 15 P 98 OR 5612 P 1562...	
12/1997	4207	352	\$105,000	LI	View Instr		
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court							

Parcel Information	Restore Map	Get Map Image	Launch Interactive Map
Section Map Id: CA073 Approx. Acreage: 0.2400 Zoned: WRD			

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

Receipt Type **Case** Outstanding Amount **0.00**
Receipt Number **1150090** Receipt Date **05/11/2010**

Case Number **2008 TD 009185**

Description **DICK N & BETTY N RILEY TRUSTEES VS**

Action **TAX DEED APPLICATION**

Judge

Received From **DICK & BETTY RILEY TRUSTEES**

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

Total Received	390.00
Net Received	390.00
<hr/>	
Change	0.00

Receipt Payments **Amount Reference Description**
Cash 390.00 ONC TRANS 792227

Receipt Applications **Amount**
Holding 330.00
Service Charge 60.00

Disbursement Accounts **Amount**
DEPOSITS - TAX DEEDS 330.00
TAX DEED CERTIFICATE 60.00
CLERKS FEE

Deputy Clerk: **bbr** Transaction Date **05/11/2010 11:03:00**

Comments



Print Date:

5/11/2010 11:02:02

AM

Transaction #: 793805

Receipt #: 201021137

Cashier Date: 5/11/2010 11:02:04 AM (BROBINSON)

MARIE LEE MAGAHA
Clerk of the Circuit Court
Escambia County, FL
P. O. Box 333
Pensacola, FL 32591
850-595-3930

Customer Information	Transaction Information	Payment Summary
TXD) TAX DEED DIVISION CLERK OF THE CIRCUIT COURT 21 PALAFOX PLACE Pensacola, FL 32502	DateReceived: 05/11/2010 Source Code: Drop-off Q Code: Return Code: Government Trans Type: Recording Agent Ref Num:	Total Fees \$390.00 Total Payments \$390.00

Payments	
 CLERK	\$390.00

Recorded Items

Search Items

Miscellaneous Items			
 (MISCfee) MISCELLANEOUS FEES TX			
ERT 2008 TD 009185			
TAXCR	330		\$330.00
TAXCT	1		\$60.00

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

Receipt Type	Case	Outstanding Amount	0.00
Receipt Number	1195277	Receipt Date	09/10/2010

Case Number	2008 TD 009185
-------------	-----------------------

Description	DICK N & BETTY N RILEY TRUSTEES VS
-------------	---

Action **TAX DEED REDEMPTION**

Judge

Received From **LDC OF NORTHWEST FLORIDA INC**

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

Total Received	13,485.80
Net Received	13,485.80
<hr/>	
Change	0.00

Receipt Payments	Amount	Reference	Description
Check	13,485.80	0935090136	

Receipt Applications	Amount
Holding	13,451.80
Service Charge	34.00

Deputy Clerk: **mavila** Transaction Date **09/10/2010 13:33:42**

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 # 2008 TD 009185

Redeemed Date 09/10/2010

Name LDC OF NORTHWEST FLORIDA INC PO BOX 12204 PENSACOLA, FL 32591

Clerk's Total = TAXDEED	\$430.95
Due Tax Collector = TAXDEED	\$13,020.85
Postage = TD2	\$24.00
ResearcherCopies = TD6	\$10.00

Apply Docket Codes

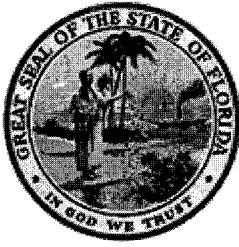
• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
05/30/2008	TD1	TAX DEED APPLICATION Receipt: 1150090 Date: 05/11/2010	60.00	0.00	
05/30/2008	TAXDEED	TAX DEED CERTIFICATES Receipt: 1150090 Date: 05/11/2010	330.00	0.00	
06/14/2010	TD83	TAX COLLECTOR CERTIFICATION	0.00	0.00	
08/04/2010	TD82	O & E REPORT	0.00	0.00	
09/10/2010	TAXDEED	TAXDEED Clerk's Total	430.95	430.95	
09/10/2010	TD2	POSTAGE TAX DEEDS	24.00	24.00	
09/10/2010	TAXDEED	TAXDEED Due Tax Collector	13,020.85	13,020.85	
09/10/2010	TD6	TITLE RESEARCHER COPY CHARGES	10.00	10.00	

FINANCIAL SUMMARY

Rcd	Docket Application	Owed	Paid	Dismissed	Due
1	Service Charge	\$94.00	\$60.00	\$0.00	\$34.00
2	Holding	\$13,781.80	\$330.00	\$0.00	\$13,451.80
	TOTAL	\$13,875.80	\$390.00	\$0.00	\$13,485.80

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
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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**

ERNIE LEE MAGAHA, CLERK OF THE CIRCUIT COURT
 Tax Certificate Redeemed From Sale
 Account: 154700040 Certificate Number: 009185 of 2008

Payor: LDC OF NORTHWEST FLORIDA INC PO BOX 12204 PENSACOLA, FL 32591 **Date**
 09/10/2010

Clerk's Check #	935090136	Clerk's Total	\$430.95
Tax Collector Check #	1	Tax Collector's Total	\$13,020.85
		Postage	\$24.00
		Researcher Copies	\$10.00
		Total Received	\$13,485.80

ERNIE LEE MAGAHA
 Clerk of the Circuit Court

Received By: Y.M. Huie
 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>

[Search Property](#)[Property Sheet](#)[Lien Holder's](#)[Redeem](#)[Forms](#)[Courtview](#)

Redeemed From Sale



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

Tax Deed - Redemption Calculator

Account: 154700040 Certificate Number: 009185 of 2008

Redemption

Application Date

04/25/2010

Interest Rate

18%

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date 11/01/2010	Redemption Date 09/10/2010  
Months	7	5
Tax Collector	\$11,777.92	\$11,777.92
Tax Collector Interest	\$1,236.68	\$883.34
Tax Collector Fee	\$6.25	\$6.25
Total Tax Collector	\$13,020.85	\$12,667.51
Clerk Fee	\$60.00	\$60.00
Sheriff Fee	\$120.00	\$120.00
Legal Advertisement	\$210.00	\$210.00
App. Fee Interest	\$40.95	\$29.25
Total Clerk	\$430.95	\$419.25
Postage	\$24.00	\$24.00
Researcher Copies	\$10.00	\$10.00
Total Redemption Amount	\$13,485.80	\$13,120.76
	Repayment Overpayment Refund Amount	\$365.04 + 120 + 210 = 695.04

ACTUAL SHERIFF \$40.00 COM FEE \$19.50
08-18-2010 Homyak from LDC of Northwest Florida came in for
Notes quote...mva  

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

9000012969

VOID AFTER 6 MONTHS

PAY

*SIX HUNDRED NINETY FIVE AND 04/100

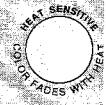
LDC OF NORTHWEST FLORIDA INC

TO THE
ORDER
OF
LDC OF NORTHWEST FLORIDA INC
P O BOX 12204
PENSACOLA, FL 32591

DATE
09/14/2010
AMOUNT
695.04

Ernie Lee Magaha

ERNIE LEE MAGAHA, CLERK OF THE COURT



9000012969 063100277 898033991356

ERNIE LEE MAGAHA
CLERK OF THE COURT & COMPTROLLER

9000012969

Case Number	Description	Amount
2008 TD 009185	PAYMENT TAX DEEDS	695.04

Case Number

Description

Amount

2008 TD 009185

PAYMENT TAX DEEDS

695.04

9000012969

Check: 9000012969 09/14/2010 LDC OF NORTHWEST FLORIDA INC

Check Amount:

695.04

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

9000012957

VOID AFTER 6 MONTHS

PAY

*THREE THOUSAND SEVENTY THREE AND 43/100

DICK N AND BETTY N RILEY TRUSTEES

TO THE
 ORDER
 OF DICK N AND BETTY N RILEY TRUSTEES
 C/O M&F BANK
 750 JOHN SIMS PKWY
 NICEVILLE, FL 32578

DATE
 09/14/2010
 AMOUNT
 3,073.43

Ernie Lee Magaha

ERNIE LEE MAGAHA, CLERK OF THE COURT



9000012957 063100277 898033991356**

ERNIE LEE MAGAHA
 CLERK OF THE COURT & COMPTROLLER

9000012957

date	Case Number	Description	Amount
9/14/2010	2008 TD 009094	PAYMENT TAX DEEDS	419.25
9/14/2010	2008 TD 000632	PAYMENT TAX DEEDS	500.95
9/14/2010	2008 TD 009185	PAYMENT TAX DEEDS	419.25
9/14/2010	2008 TD 001962	PAYMENT TAX DEEDS	419.25
9/14/2010	2008 TD 000281	PAYMENT TAX DEEDS	476.23
9/14/2010	2008 TD 006070	PAYMENT TAX DEEDS	419.25
9/14/2010	2008 TD 006076	PAYMENT TAX DEEDS	419.25

9000012957

Check: 9000012957 09/14/2010 DICK N AND BETTY N RILEY TRUSTEES Check Amount: 3,073.43

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

9000012966

VOID AFTER 6 MONTHS

PAY *EIGHTY THREE THOUSAND NINE HUNDRED TWENTY ONE AND 36/100

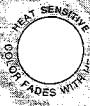
JANET HOLLEY TAX COLLECTOR

TO THE JANET HOLLEY TAX COLLECTOR
ORDER 213 PALAFOX PLACE
OF PENSACOLA, FL 32502

DATE AMOUNT
09/14/2010 83,921.36

Ernie Lee Magaha

ERNIE LEE MAGAHA CLERK OF THE COURT



9000012966 063100277 898033991356

ERNIE LEE MAGAHA
CLERK OF THE COURT & COMPTROLLER

9000012966

date	Case Number	Description	Amount
9/14/2010	2008 TD 004569	PAYMENT TAX DEEDS	6.25
9/14/2010	2008 TD 009185	PAYMENT TAX DEEDS	12,667.51
9/14/2010	2008 TD 009094	PAYMENT TAX DEEDS	3,268.91
9/14/2010	2008 TD 008497	PAYMENT TAX DEEDS	12.50
9/14/2010	2008 TD 001962	PAYMENT TAX DEEDS	2,057.34
9/14/2010	2008 TD 006076	PAYMENT TAX DEEDS	7,404.91
9/14/2010	2007 TD 003308	PAYMENT TAX DEEDS	444.01
9/14/2010	2008 TD 004569	PAYMENT TAX DEEDS	3,704.02
9/14/2010	2008 TD 000632	PAYMENT TAX DEEDS	3,164.33
9/14/2010	2008 TD 006030	PAYMENT TAX DEEDS	3,623.69

There are additional check details for this check that total:

47,267.00
9000012966

Check: 9000012966 09/14/2010 JANET HOLLEY TAX COLLECTOR Check Amount: 83,921.36

2008 TD 00281 / 4,458.84
2008 TD 05283 / 3,344.28
2008 TD 006076 / 6,614.69
2008 TD 04384 / 31,820.88
2008 TD 07238 / 10,29.20

Cash due / 9-15-10

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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OPERATIONAL SERVICES
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 TRAFFIC

**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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necessary to avoid obscuring any information on
the original documents

Case: 2008 TD 009185



00012707901

Dkt: TD80 Pg#:

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Original Documents Follow