

**TAX COLLECTOR'S CERTIFICATION**

**Application  
Date / Number  
Jul 28, 2013 / 130532**

This is to certify that the holder listed below of Tax Sale Certificate Number **2010 / 7367** , issued the **1st** day of **June, 2010**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 10-2043-365**

**Certificate Holder:**  
US BANK, AS C/F FL DUNDEE LIEN  
LOCKBOX # 005191  
PO BOX 645191  
CINCINNATI, OHIO 45264

**Property Owner:**  
SKITT DARREN G  
4312 WHITELEAF CT  
PENSACOLA , FLORIDA 32504

**Legal Description:** 19-3S3-142  
LT 115 BLK F LEEWARD S/D PHASE 2A & 2B PB 18 P 27/27A OR 5874 P 1891

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
2010	7367	06/01/10	\$427.48	\$0.00	\$213.21	\$640.69

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

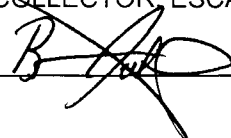
Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2013	6124.0000	06/01/13	\$323.17	\$6.25	\$16.16	\$345.58
2009	6962	06/01/09	\$661.09	\$6.25	\$307.41	\$974.75
2008	5554	05/30/08	\$1,092.09	\$6.25	\$884.60	\$1,982.94

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)	\$3,943.96
2. Total of Delinquent Taxes Paid by Tax Deed Application	\$0.00
3. Total of Current Taxes Paid by Tax Deed Applicant	
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	\$4,168.96
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	\$4,168.96
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 28th day of July, 2013

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By \_\_\_\_\_



Date of Sale: 4/7/14

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

## Notice to Tax Collector of Application for Tax Deed

### TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**US BANK, AS C/F FL DUNDEE LIEN  
LOCKBOX # 005191  
PO BOX 645191  
CINCINNATI, Ohio, 45264**

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

<b>Certificate No.</b>	<b>Parcel ID Number</b>	<b>Date</b>	<b>Legal Description</b>
7367	10-2043-365	06/01/2010	19-3S3-142 LT 115 BLK F LEEWARD S/D PHASE 2A & 2B PB 18 P 27/27A OR 5874 P 1891

### 2012 TAX ROLL

SKITT DARREN G  
4312 WHITELEAF CT  
PENSACOLA , Florida 32504

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.

glfunl (Jacob Prince)  
Applicant's Signature

07/28/2013  
Date

# Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

## OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 10757

September 17, 2013

Escambia County Tax Collector

P.O. Box 1312

Pensacola, Florida 32569

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 09-17-1993, through 09-17-2013, and said search reveals the following:

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

Darren G. Skitt

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: 

September 17, 2013

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**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 10757

September 17, 2013

**Lot 115, Block F, Leeward Subdivision Phasse 2A & 2B, as per plat thereof, recorded in  
Plat Book 18, Page 27 & 27A, of the Public Records of Escambia County, Florida**

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 10757

September 17, 2013

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

1. That certain mortgage executed by Darren G. Skitt in favor of Whitney National Bank dated 03/24/2006 and recorded in Official Records Book 5881, page 772, and also in Official Records Book 5874, page 1893, of the public records of Escambia County, Florida, in the original amount of \$48,000.00. (Note mortgage was recorded twice)
2. Homeowners Association Lien filed by Leeward Subdivision Homeowners Association, Inc. recorded in O.R. Book 6121, page 1567, and O.R. Book 6776, page 656.
3. Taxes for the year 2007-2012 delinquent. The assessed value is \$17,575.00. Tax ID 10-2043-365.

PLEASE NOTE THE FOLLOWING:

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

# SOUTHERN GUARANTY TITLE COMPANY

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

PENSACOLA, FLORIDA 32503

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

Email: rcsgr@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 04-07-2014

TAX ACCOUNT NO.: 10-2043-365

CERTIFICATE NO.: 2010-7367

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, 32521

Notify Escambia County, 190 Governmental Center, 32502

Homestead for \_\_\_\_\_ tax year.

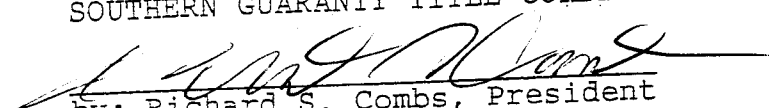
Darren G. Skitt  
4312 Whiteleaf Court  
Pensacola, FL 32504

Hancock Bank formerly  
Whitney National Bank  
101 W. Garden St.  
Pensacola, FL 32502

Leeward Subdivision HOA, Inc.  
P.O. Box 3416  
Pensacola, FL 32516

Certified and delivered to Escambia County Tax Collector,  
this 19th day of September, 2013.

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.

Prepared by and return to:

**JUAN E. FIGUERAS**  
Attorney at Law  
**PARLADE & FIGUERAS**  
7050 S.W. 86th Avenue  
Miami, FL 33143  
305-595-2300  
File Number: 3491-49

[Space Above This Line For Recording Data]

## Warranty Deed

**This Warranty Deed** made this 23rd day of March, 2006 between **SIMPATICO AT LEEWARD ESTATES PHASE I, LLC**, a Florida Limited Liability Company whose post office address is 928 NW 16th Avenue, #2, Gainesville, FL 32601, grantor, and **DARREN G. SKITT**, a single man whose post office address is 1147 Old Nursery Way, Pensacola, FL 32514, grantee:

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

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Escambia County, Florida** to-wit:

**Lot 115, of Block F, of LEEWARD SUBDIVISION PHASE 2A & 2B, according to the Plat thereof, as recorded in Plat Book 18, at Pages 27 and 27A, of the Public Records of Escambia County, Florida.**

**Parcel Identification Number: a portion of 10-2039-100;200;300**

**Subject to taxes for 2006 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2005**.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Grisel Vega  
Witness Name: Grisel Vega  
Juan E. Eguaras  
Witness Name: Juan E. Eguaras

SIMPATICO AT LEEWARD ESTATES PHASE I, LLC, a Florida Limited Liability Company

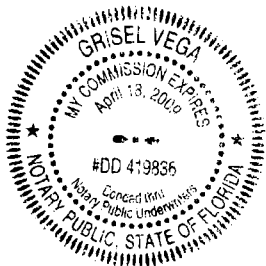
By: Manuel Llahues  
MANUEL R. LLAHUES, Managing Member

State of Florida  
County of Miami-Dade

The foregoing instrument was acknowledged before me this 23rd day of March, 2006 by MANUEL R. LLAHUES, Managing Member on behalf of SIMPATICO AT LEEWARD ESTATES PHASE I, LLC, a Florida Limited Liability Company. He  is personally known to me or  has produced N/A as identification.

[Notary Seal]

Notary Public Grisel Vega  
Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_





**WHEN RECORDED MAIL TO:**

Whitney National Bank  
P O BOX 61260  
New Orleans, LA 70161-0667

**This Mortgage prepared by:**

Name: Janet Y Monnerjahn  
Company: Whitney National Bank  
Address: 400 Labarre Road, Jefferson, LA 70121



**MORTGAGE**

**MAXIMUM LIEN.** The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$48,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

**THIS MORTGAGE** dated March 24, 2006, is made and executed between Darren Skitt, whose address is 1147 Old Nursery Way, Pensacola, FL 32514; a single man (referred to below as "Grantor") and Whitney National Bank, whose address is 101 West Garden Street, Pensacola, FL 32502 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Escambia County, State of Florida:

Lot 115, of Block F, of LEEWARD SUBDIVISION PHASE 2A & 2B, according to the Plat thereof, as recorded in Plat Book 18, at Pages 27 and 27A, of the Public Records of Escambia County, Florida

The Real Property or its address is commonly known as Lot 11, 5 Block F, Leeward Subdivision, Pensacola, FL 32514.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$48,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's

**MORTGAGE  
(Continued)**

**Note.** The word "Note" means the promissory note dated March 24, 2006, in the original principal amount of \$48,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X [Signature]  
Darren G Skitt

WITNESSES:  
X [Signature]  
X [Signature]  
Benjamin Meyers Jr.

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Florida )  
 ) SS  
COUNTY OF Escambia )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of March, 2006 by Darren G Skitt, a single person, who is personally known to me or who has produced FL Driver License as identification and did / did not take an oath.

**DEBRA RENEE GUNN**  
Notary Public State of Florida  
Comm. Exp: Feb. 13, 2009  
Comm. No. DD 396885  
Notary I.D. No: 222532

[Signature]  
(Signature of Person Taking Acknowledgment)

Debra Renee Gunn  
(Name of Acknowledger Typed, Printed or Stamped)

Notary  
(Title or Rank)

222532  
(Serial Number, if any)

**DEBRA RENEE GUNN**  
Notary Public State of Florida  
Comm. Exp: Feb. 13, 2009  
Comm. No. DD 396885  
Notary I.D. No: 222532

**DEBRA RENEE GUNN**  
Notary Public State of Florida  
Comm. Exp: Feb. 13, 2009  
Comm. No. DD 396885  
Notary I.D. No: 222532

**WHEN RECORDED MAIL TO:**

Whitney National Bank  
P O BOX 61260  
New Orleans, LA 70161-9967

**This Mortgage prepared by:**

Name: Janet Y Monnerjahn  
Company: Whitney National Bank  
Address: 400 Labarre Road, Jefferson, LA 70121



**MORTGAGE**

**MAXIMUM LIEN.** The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$48,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

**THIS MORTGAGE** dated March 24, 2006, is made and executed between Darren Skitt, whose address is 1147 Old Nursery Way, Pensacola, FL 32514; a single man (referred to below as "Grantor") and Whitney National Bank, whose address is 101 West Garden Street, Pensacola, FL 32502 (referred to below as "Lender").

**GRANT OF MORTGAGE.** For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all easements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Escambia County, State of Florida:

Lot 115, of Block F, of LEEWARD SUBDIVISION PHASE 2A & 2B, according to the Plat thereof, as recorded in Plat Book 18, at Pages 27 and 27A, of the Public Records of Escambia County, Florida

The Real Property or its address is commonly known as Lot 11, 5 Block F, Leeward Subdivision, Pensacola, FL 32514.

**CROSS-COLLATERALIZATION.** In addition to the Note, this Mortgage secures all obligations, debts and liabilities, plus interest thereon, of Grantor to Lender, or any one or more of them, as well as all claims by Lender against Grantor or any one or more of them, whether now existing or hereafter arising, whether related or unrelated to the purpose of the Note, whether voluntary or otherwise, whether due or not due, direct or indirect, determined or undetermined, absolute or contingent, liquidated or unliquidated whether Grantor may be liable individually or jointly with others, whether obligated as guarantor, surety, accommodation party or otherwise, and whether recovery upon such amounts may be or hereafter may become barred by any statute of limitations, and whether the obligation to repay such amounts may be or hereafter may become otherwise unenforceable.

Grantor presently assigns to Lender all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

**THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$48,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

**Possession and Use.** Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

**Duty to Maintain.** Grantor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's

**MORTGAGE  
(Continued)**

**Note.** The word "Note" means the promissory note dated March 24, 2006, in the original principal amount of \$48,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

**Personal Property.** The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

**Property.** The word "Property" means collectively the Real Property and the Personal Property.

**Real Property.** The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

**Related Documents.** The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness.

**Rents.** The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property.

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X [Signature]  
Darren G Skitt

WITNESSES:  
X [Signature]  
Tim Morgan  
X [Signature]  
Benjamin Mofers Jr

**INDIVIDUAL ACKNOWLEDGMENT**

STATE OF Florida

)

COUNTY OF Escambia

) SS

)

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of March, 2006 by Darren G Skitt, a single person, who is personally known to me or who has produced FL Drivers License as identification and did / did not take an oath.

**DEBRA RENEE GUNN**  
Notary Public - State of Florida  
Comm. Exp: Feb. 13, 2009  
Comm. No. DD 308885  
Notary I.D. No: 222532

[Signature]  
(Signature of Person Taking Acknowledgment)

Debra Renee Gunn  
(Name of Acknowledger Typed, Printed or Stamped)

Notary  
(Title or Rank)

222532  
(Serial Number, if any)

THIS INSTRUMENT WAS PREPARED BY  
(AND IS TO BE RETURNED TO):

Leeward Subdivision  
Homeowners' Association, Inc.  
4051 G Barrancas Avenue, PMB #258  
Pensacola, Florida 32507-3482

CLAIM OF LIEN

STATE OF FLORIDA

COUNTY OF ESCAMBIA

Leeward Subdivision Homeowners' Association, Inc., a Florida non-profit corporation (herein "Association"), with its address being in C/O 4051 G Barrancas Avenue, PMB #258, Pensacola, Florida, 32507-3482, pursuant to the provisions of the Declaration of Covenants, Conditions and Restrictions for Leeward Subdivision Phase 1, as recorded on October 26, 2005, in Official Records Book 5762, Page 509 of the public records of Escambia County, Florida, as amended by Amendment to Declaration of Covenants, Conditions and Restrictions for Leeward Subdivision Phase 1 Adding Leeward Subdivision Phase 2A & 2B, dated December 28, 2005, and recorded in Official Records Book 5846, at Page 1782 of the public records of Escambia County, Florida, and the applicable provisions of Florida Statutes Section 720, does hereby file this Claim of Lien against the following described real property in Escambia County, Florida, to-wit:

LOT 115, BLOCK F, of LEEWARD SUBDIVISION PHASE  
2A & 2B, ACCORDING TO THE PLAT THEREOF AS RECORDED IN  
PLAT BOOK 18, AT PAGES 27 AND 27A, OF THE PUBLIC  
RECORDS OF ESCAMBIA COUNTY, FLORIDA.

The name and address of the record owner(s) is as follows:

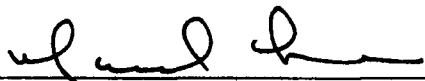
Darren G. Skitt  
1147 Old Nursery Way  
Pensacola, FL 32514

The amount due the Association is \$ 989.00, as of the 2<sup>nd</sup> day of April, 2007, as a result of unpaid assessments, maintenance fees, delinquent fees, late charges, costs, and interest, from April 1, 2006 through April 2, 2007. The assessments were due, and continue to be due, on the first day of each calendar month (the respective "due dates"). Interest accrues at the rate of 12% per annum. This Claim of Lien also secures all unpaid assessments which may accrue subsequent to April 2, 2007, and subsequent to the recording of this Claim of Lien, and prior to the entry of a Certificate of Title, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process.

A true and correct copy of this Claim of Lien is being furnished by both regular U. S. Mail and certified U. S. Mail to the owner at the above address this date.

IN WITNESS WHEREOF, Leeward Subdivision Homeowners' Association, Inc. has executed this Claim of Lien effective as of the 2nd day of April, 2007.


LEEWARD SUBDIVISION  
HOMEOWNERS' ASSOCIATION, INC.,  
a Florida Corporation

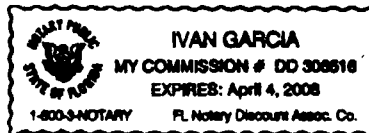
By:   
Manuel R. Llahues,  
Its President

STATE OF FLORIDA

COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged, subscribed and sworn to before me this 2nd day of April, 2007, by Manuel R. Llahues, as President of Leeward Subdivision Homeowners' Association, Inc., a Florida corporation, on behalf of said corporation. He is personally known to me or has produced his valid Florida driver's license as identification.

  
Notary Public, State of Florida at Large  
My Commission Expires: 4-4-2008



Prepared By and Return To:  
Kerry Anne Schultz, Esquire  
Fountain, Schultz & Associates, P.L.  
2045 Fountain Professional Court, Suite A  
Navarre, Florida 32566

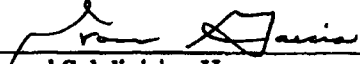
STATE OF FLORIDA  
COUNTY OF SANTA ROSA

**CLAIM OF LIEN**

BEFORE ME, the undersigned authority, personally appeared Ivan Garcia, who, being duly sworn, deposes and says that he is the Secretary and Treasurer of Leeward Subdivision Homeowners Association, Inc., a Florida not-for-profit corporation (the "Association"), and that in accordance with the provisions of the Declaration of Covenants, Conditions, and Restrictions of Leeward Subdivision Homeowners Association, Inc., recorded in Official Records Book 5762 at Page 509 of the Public Records of Escambia County, Florida, the Association hereby claims a lien for the following sums: unpaid annual assessments, interest and late fees in the amount of \$7,310.65 for the years 2006, 2007, 2008, 2009, 2010 and 2011; attorney's fees to date in the amount of \$100.00, costs to date in the amount of \$10.88, for a total amount due of \$7,421.53, which is now due along with those assessments, costs, interest, and fees which shall accrue subsequent to the recording of this lien, against the following parcel in Escambia County, Florida, to wit:

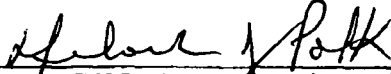
Lot 115, Block F, of LEEWARD SUBDIVISION PHASE 2A and 2B, according to the plat thereof, as recorded in Plat Book 18, at Pages 27 and 27A, of the Public Records of Escambia County, Florida.

**RECORD OWNER: DARREN G. SKITT**

  
\_\_\_\_\_  
Leeward Subdivision Homeowners  
Association, Inc.  
By: Ivan Garcia  
Its: Secretary and Treasurer

Sworn to and subscribed before me this 19<sup>th</sup> day of October, 2011, and the foregoing instrument was acknowledged before me this same day by Ivan Garcia, as Secretary and Treasurer of Leeward Subdivision Homeowners Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation and, who (X) is personally known to me or ( ) produced a Florida Driver's License as identification.

[SEAL]

  
\_\_\_\_\_  
NOTARY PUBLIC Deborah J Polk



DEBORAH JANE POLK  
MY COMMISSION # DD 067799  
EXPIRES: October 14, 2011  
Bonded Thru Budget Notary Services

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

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

**CERTIFICATE # 07367 of 2010**

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on March 6, 2014, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

DARREN G SKITT 4312 WHITELEAF CT PENSACOLA, FL 32504	HANCOCK BANK FORMERLY WHITNEY NATIONAL BANK 101 W GARDEN ST PENSACOLA FL 32502
LEEWARD SUBDIVISION HOA INC PO BOX 3416 PENSACOLA FL 32516	

WITNESS my official seal this 6th day of March 2014.

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA



By:  
Emily Hogg  
Deputy Clerk





## 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 April 7, 2014, 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 US BANK AS C/F FL DUNDEE LIEN holder of Tax Certificate No. 07367, issued the 1st day of June, A.D., 2010 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

**LT 115 BLK F LEEWARD S/D PHASE 2A & 2B PB 18 P 27/27A OR 5874 P 1891**

**SECTION 19, TOWNSHIP 3 S, RANGE 31 W**

**TAX ACCOUNT NUMBER 102043365 (14-235)**

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

**DARREN G SKITT**

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at public auction at 9:00 A.M. on the first Monday in the month of April, which is the 7th day of April 2014.

Dated this 6th day of March 2014.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

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**Post Property:**

10658 NOREASTER WAY 32507



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

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**Personal Services:**

**DARREN G SKITT**  
4312 WHITELEAF CT  
PENSACOLA, FL 32504

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA



By:  
Emily Hogg  
Deputy Clerk

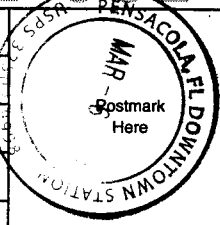
7008 1830 0000 0238 3935

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

For delivery information visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

Postage	\$ 0.49
Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 6.49</b>



10/7367

Sent To: LEEWARD SUBDIVISION HOA INC  
 Street, or PO: [14-235]  
 City, State: PO BOX 3416 PENSACOLA FL 32516

PS Form Instructions

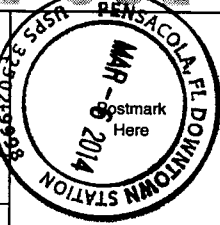
7008 1830 0000 0238 3942

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

For delivery information visit our website at [www.usps.com](http://www.usps.com).

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Postage	\$ 0.49
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Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 6.49</b>



Sent To: HANCOCK BANK FORMERLY  
 Street, or PO: WHITNEY NATIONAL BANK [14-235]  
 City, State: 101 W GARDEN ST PENSACOLA FL 32502

PS Form Instructions

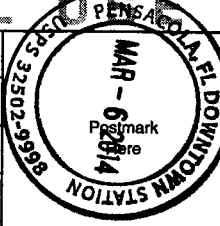
7008 1830 0000 0238 3959

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

For delivery information visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

Postage	\$ 0.49
Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
<b>Total Postage &amp; Fees</b>	<b>\$ 6.49</b>



Sent To: DARREN G SKITT [14-235]  
 Street, or PO B: 4312 WHITELEAF CT  
 City, State: PENSACOLA, FL 32504

PS Form Instructions

10/7367

**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:

LEEWARD SUBDIVISION HOA INC  
 [14-235]  
 PO BOX 3416  
 PENSACOLA FL 32516

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X *Patricia Garcia*  Agent  Addressee

B. Received by (Printed Name) C. Date of Delivery  
*Patricia Garcia* 3-7-14

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number

(Transfer from service label)

7008 1830 0000 0238 3935

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
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- Attach this card to the back of the mailpiece, or on the front if space permits.

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HANCOCK BANK FORMERLY  
 WHITNEY NATIONAL BANK [14-235]  
 101 W GARDEN ST  
 PENSACOLA FL 32502

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature  
 X *John M. Kestka*  Agent  Addressee

B. Received by (Printed Name) C. Date of Delivery  
*John M. Kestka* 3-7-14

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type  
 Certified Mail  Express Mail  
 Registered  Return Receipt for Merchandise  
 Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number

(Transfer from service label)

7008 1830 0000 0238 3942

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

BL

ESCAMBIA COUNTY SHERIFF'S OFFICE  
ESCAMBIA COUNTY, FLORIDA

**NON-ENFORCEABLE RETURN OF SERVICE**

14-235

**Document Number:** ECSO14CIV010756NON

**Agency Number:** 14-005682

**Court:** TAX DEED

**County:** ESCAMBIA

**Case Number:** CERT NO 07367, 2010

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

**Plaintiff:** RE: DARREN G SKITT

**Defendant:**

**Type of Process:** NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 3/6/2014 at 4:11 PM and served same at 9:10 AM on 3/10/2014 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY , the within named, to wit: , .

POSTED TO PROPERTY PER INSTRUCTIONS FROM CLERK'S OFFICE.

DAVID MORGAN, SHERIFF  
ESCAMBIA COUNTY, FLORIDA

By:   
HUNNICUTT, D SENIOR DEPUTY

Service Fee: \$40.00  
Receipt No: BILL

Printed By: JLBRYANT

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Dated this 6th day of March 2014.

In accordance with the AMERICANS WITH DISABILITIES ACT, if you are a person with a disability who needs special accommodation in order to participate in this proceeding you are entitled to the provision of certain assistance. Please contact Emily Hogg not later than seven days prior to the proceeding at Escambia County Government Complex, 221 Palafox Place Ste 110, Pensacola FL 32502. Telephone: 850-595-3793.

**Post Property:**

**10658 NOREASTER WAY 32507**

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



By:  
Emily Hogg  
Deputy Clerk

*RECEIVED  
2014 MAR 6 P 4:11 P  
Escambia County, FL  
Sheriff's Office  
CIVIL Unit*

ESCAMBIA COUNTY SHERIFF'S OFFICE  
ESCAMBIA COUNTY, FLORIDA

**NON-ENFORCEABLE RETURN OF SERVICE**

14-235

**Document Number:** ECISO14CIV010718NON

**Agency Number:** 14-005634

**Court:** TAX DEED

**County:** ESCAMBIA

**Case Number:** CERT # 07367 2010

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

**Plaintiff:** RE DARREN G SKITT

**Defendant:**

**Type of Process:** NOTICE OF APPLICATION FOR TAX DEED

Substitute

Received this Writ on 3/6/2014 at 4:08 PM and served same on DARREN G SKITT , in ESCAMBIA COUNTY, FLORIDA, at 8:10 AM on 3/11/2014 by leaving a true copy of this Writ together with a copy of the initial pleadings, if any, with the date and hour of service endorsed thereon by me, at the within named individual's usual place of abode, with a person residing therein who is 15 years of age, or older, to wit: HEATHER SKITT, WIFE, as a member of the household and informing said person of their contents.

DAVID MORGAN, SHERIFF  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_

*L. Littlejohn*  
L. LITTLEJOHN, OPS

Service Fee: \$40.00  
Receipt No: BILL

Printed By: DLRUPERT



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**DARREN G SKITT**  
4312 WHITELEAF CT  
PENSACOLA, FL 32504

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA



By:  
Emily Hogg  
Deputy Clerk

MAR 11 2014  
 9:08 AM  
 P 4:08  
 RECEIVED

**CERTIFIED MAIL™**



7008 1830 0000 0238 3959

CLERK O **PAM CHILDERS** ROLLER  
OFFICIAL RECORDS DIVISION  
221 Palatof Place  
P.O. Box 333  
Pensacola, FL 32591-0333

neopost<sup>SM</sup> FIRST-CLASS MAIL  
03/06/2014 **\$06.48<sup>00</sup>**  
**US POSTAGE**  
ZIP 32502  
041L11221084



ESCALANTE, UT  
MAR 28 2014  
433  
3/21/14

UNCLAIMED  
PESCOLO  
ARRRREN G SKITT [14-235]  
2 WHITE PEAR CT

NIXIE 322 DE 1009 0003426/14

RETURN TO SENDER  
UNCLAIMED  
UNABLE TO FORWARD

BC: 32591033333 \*2087-04979-06-36



10/7367