

**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

CENTURY

**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: 2010 TD 008253



00033443047

Dkt: TD83 Pg#:

3

---

**Original Documents Follow**

### TAX COLLECTOR'S CERTIFICATION

**Application  
Date / Number**  
Apr 25, 2012 / 120298

This is to certify that the holder listed below of Tax Sale Certificate Number **2010 / 8253** , 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: 10-4598-215**

**Certificate Holder:**  
WELLS FARGO BANK OBO TAX LIEN SECURITIZATION TRUST  
PO BOX 741307  
ATLANTA, GEORGIA 30384-1307

**Property Owner:**  
CAPTAIN KIDD REEF LLC  
7263 CAPTAIN KIDD REEF  
PENSACOLA , FLORIDA 32507

**Legal Description:** 32-3S3-211  
LOT 42 PERDIDO KEY COVES UNIT #1 PB 7 P 26 OR 4672 P 1726

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	8253	06/01/10	\$7,864.49	\$0.00	\$393.22	\$8,257.71

**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
2011	8084.0000	06/01/11	\$6,120.65	\$6.25	\$306.03	\$6,432.93

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
2. Total of Delinquent Taxes Paid by Tax Deed Application
3. Total of Current Taxes Paid by Tax Deed Applicant (2011)
4. Ownership and Encumbrance Report Fee
5. Tax Deed Application Fee
6. Total Certified by Tax Collector to Clerk of Court
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
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
17. Total Amount to Redeem

\$14,690.64
\$0.00
\$5,381.95
\$150.00
\$75.00
\$20,297.59
\$20,297.59
\$6.25

\*Done this 25th day of April, 2012

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By *Blenda Makurou*

Date of Sale: *November 5, 2012*

\* 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,

**WELLS FARGO BANK OBO TAX LIEN  
SECURITIZATION TRUST  
PO BOX 741307  
ATLANTA, Georgia, 30384-1307**

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>
8253	10-4598-215	06/01/2010	32-3S3-211 LOT 42 PERDIDO KEY COVES UNIT #1 PB 7 P 26 OR 4672 P 1726

### 2011 TAX ROLL

CAPTAIN KIDD REEF LLC  
7263 CAPTAIN KIDD REEF  
PENSACOLA , Florida 32507

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.

wfremic10 (Shane Leach)  
Applicant's Signature

04/25/2012  
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: 2010 TD 008253



00097346513

Dkt: TD82 Pg#:

16

---

**Original Documents Follow**

# 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.: 9452

July 5, 2012

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 07-05-1992, through 07-05-2012, and said search reveals the following:

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

Captain Kidd Reef, LLC

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: 

July 5, 2012

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 9452

July 5, 2012

**Lot 42, Perdido Key Coves, Unit No. 1, as per plat thereof, recorded in Plat Book 7, Page 26, of the Public Records of Escambia County, Florida**

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 9452

July 5, 2012

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

1. Mortgage executed by Captain Kidd Reef, LLC to Coastal Bank & Trust formerly Bank of Pensacola, dated 03/09/2001 and recorded in Official Record Book 4672 on page 1728 of the public records of Escambia County, Florida. given to secure the original principal sum of \$456,000.00 Assignment of Rents & Leases recorded in O.R. Book 4672, page 1735. Subject to Modification of record.
2. Mortgage executed by Captain Kidd Reef, LLC to Landsouth Construction LLC, dated 11/20/2006 and recorded in Official Record Book 6045 on page 681 of the public records of Escambia County, Florida. given to secure the original principal sum of \$191,372.00
3. Mortgage executed by Captain Kidd Reef, LLC to Coastal Bank & Trust formerly Bank of Pensacola, dated 09/26/2007 and recorded in Official Record Book 6227 on page 1290 of the public records of Escambia County, Florida. given to secure the original principal sum of \$54,000.00 .
4. Foreclosure Judgment filed by Bank of Pensacola recorded in O.R. Book 6412, page 1237. NOTE: Sale cancelled 01-23-2009.
5. Maintenance Lien filed by Perdido Key Coves Maintenance Association recorded in O.R. Book 6313, page 1517.
6. Taxes for the year 2009-2011 delinquent. The assessed value is \$331,488.00. Tax ID 10-4598-215.

**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.

# 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: 11-5-2012

TAX ACCOUNT NO.: 10-4598-215

CERTIFICATE NO.: 2010-8253

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, 32521

      X   Notify Escambia County, 190 Governmental Center, 32502

      X   Homestead for        tax year.

Captain Kidd Reef, LLC  
7263 Captain Kiid Reef  
Pensacola, FL 32507

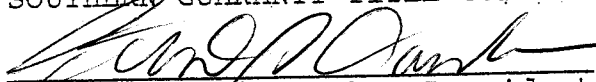
Landsouth Construction, LLC  
1680 The Greens Way, Ste 100  
Jacksonville Beach, FL 32250

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

Perdido Key Coves Mnt. Assoc., Inc.  
P.O. Box 34414  
Pensacola, FL 32507

Certified and delivered to Escambia County Tax Collector,  
this 13th day of July, 2012.

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.



10. 10  
10 50.00

OR BK 4672 PG1726  
Escambia County, Florida  
INSTRUMENT 2001-821272

DEED DOC STAMPS PD @ ESC CO \$1050.00  
03/12/01 CAMIE LEE NICHOLS, CLERK  
By: *Saline Arnold*

This instrument prepared by:  
A. ALAN MANNING, Esquire  
Clark, Partington, Hart, Larry,  
Bond, & Stackhouse  
Post Office Box 13010  
Pensacola, FL 32591-3010  
(850) 434-9200

Parcel ID Number: 32-3S-32-1100-000-042  
Grantee's TIN: \_\_\_\_\_

For Clerk's Use Only

**WARRANTY DEED (Statutory Form-Section 689.02, F.S.)**

This Indenture, Made this 9th day of March, 2001, between ALISON R. DAVENPORT, a married woman, Grantor, whose address is 7253 Captain Kidd Reef, Pensacola, FL 32504, and CAPTAIN KIDD REEF, L.L.C., a Florida limited liability company, whose address is 7253 Captain Kidd Reef, Pensacola, FL 32507 Grantee,

WITNESSETH, That said Grantor, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars, 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 said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida, to wit:

Lot 42, PERDIDO KEY COVES, Unit No. 1, a subdivision of a portion of Section 32, Township 3 South, Range 32, West, Escambia County, Florida, according to plat recorded in Plat Book 7, at Page 26, of the public records of said County.

The above described property is a vacant lot and not the constitutional homestead of Grantor who resides at 7253 Captain Kidd Reef, Pensacola, FL 32507.

Subject to zoning and other requirements imposed by governmental authorities; restrictions and matters appearing on the plat, if there is a recorded plat, or otherwise common to the subdivision, if the property is located within a subdivision; valid easements and mineral reservations of record affecting the property, if any, which are not hereby reimposed; and taxes for the current and subsequent years.

Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

"Grantor" and "Grantee" are used for singular or plural, as context requires.

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:

*A. Alan Manning*  
A. Alan Manning  
[Type/print name of witness]

*Alison R. Davenport*  
Alison R. Davenport

*Joyce A. Williams*  
Joyce A. Williams  
[Type/print name of witness]

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of March, 2001, by Alison R. Davenport, who ( ) is personally known to me or who (  ) has produced a driver license as identification.



**JOYCE A. WILLIAMS**  
Notary Public - State of FL  
Comm. Exp. Apr. 14, 2003  
Comm. No. CC804846

*Joyce A. Williams*

(Print/Type Name)  
NOTARY PUBLIC

Commission Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(NOTARIAL SEAL)  
CPH FILE NO. 01-0269jw

33-00  
1/29/01  
912-00

OR BK 4672 PG1728  
Escambia County, Florida  
INSTRUMENT 2001-821273  
MTG DOC STAMPS PD @ ESC CO \$1596.00  
03/12/01 ERNIE LEE MANNING, CLERK  
By: Ernie Lee Manning  
INTANGIBLE TAX PD @ ESC CO \$ 912.00  
03/12/01 ERNIE LEE MANNING, CLERK  
By: Ernie Lee Manning

This instrument prepared by:  
A. ALAN MANNING, Esquire  
Clark, Partington, Hart, Larry,  
Bond & Stackhouse  
Post Office Box 13010  
Pensacola, FL 32591-3010  
(850) 434-9200

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

For Clerk's Use Only

**MORTGAGE AND SECURITY AGREEMENT**

THIS MORTGAGE AND SECURITY AGREEMENT, dated the 9th day of March, 2001 from CAPTAIN KIDD REEF, L.L.C., a Florida limited liability company, whose address is 7253 Captain Kidd Reef, Pensacola, FL 32507 (hereinafter the "Mortgagor"), to BANK OF PENSACOLA, a Florida banking corporation, whose address is Post Office Box 12966, Pensacola, FL 32591-2966, (hereinafter the "Mortgagee"), WITNESSETH:

**SECTION 1.**

1.01 **PREMISES.** Mortgagor, for and in consideration of the premises, as security for the Secured Indebtedness, as that term is hereinafter defined, and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby bargain, sell, convey and grant unto the Mortgagee, its successors and assigns, the following (hereinafter collectively the "Premises"):

A. **REAL PROPERTY.** That certain real property lying and being in Escambia County, Florida and being more particularly described as follows:

Lot 42, PERDIDO KEY COVES, Unit No. 1, a subdivision of a portion of Section 32, Township 3 South, Range 32, West, Escambia County, Florida, according to plat recorded in Plat Book 7, at Page 26, of the public records of said County.

B. **IMPROVEMENTS.** All buildings, structures and improvements of every nature whatsoever now or hereafter situated on the Real Property, all building materials, plans, specifications, drawings and books and records pertaining to design or construction of any buildings, structures and improvements now or hereafter situated on the Real Property, and all gas and electric fixtures, radiators, heaters, engines and machinery, boilers, ranges, elevators and motors, plumbing and heating fixtures, carpeting and other floor coverings, fire extinguishers and any other safety equipment required by governmental regulation or law, washers, dryers, water heaters, mirrors, mantles, air conditioning apparatus, refrigeration plants, refrigerators, cooking apparatus and appurtenances, window screens, awnings and storm sashes which are or shall be attached to said buildings, structures or improvements and all other furnishings, fixtures, machinery, equipment, appliances, materials, chattels, inventory, accounts, farm products, consumer goods, general intangibles and personal property of every kind and nature whatsoever, now or hereafter owned by Mortgagor and located in, on or about, or used or intended to be used with or in connection with the use, operation and enjoyment of the Real Property, including all extensions, additions, improvements, betterments, after-acquired property, renewals, replacements and substitutions, or proceeds from a permitted sale of any of the foregoing, and all the right, title and interest of Mortgagor in any such furnishings, furniture, fixtures, machinery, equipment, appliances, and personal property subject to or covered by any prior security agreements, conditional sales contract, chattel mortgage or similar liens or claims, all of which are hereby declared and shall be deemed to be fixtures and accessions to the Real Property and a part of the Premises as between the parties hereto and all persons claiming by, through or under them.

C. **APPURTENANCES.** All easements, rights-of-way, strips and gores of land, vaults, streets, ways, alleys, and passages, sewer rights, water rights and powers, minerals, flowers, shrubs, trees and other emblements now or hereafter located on the Real Property or under or above the same or any part or parcel thereof and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances, reversions and remainders, whatsoever, in any way belonging, relating or appertaining to the Real Property or Improvements or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Mortgagor.

TO HAVE AND TO HOLD the same, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, to Mortgagee, its successors and assigns in fee simple forever.

**1.02 PERMITTED ENCUMBRANCES.** Mortgagor, for himself, his heirs, successors, assigns and legal representatives, covenants with Mortgagee, its successors and assigns, that: (i) Mortgagor is indefeasibly seized of the Premises in fee simple; that Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for Mortgagor, its successors and assigns at all times peaceably and quietly to enter upon, hold, occupy and enjoy the Premises and every part thereof; that the Premises and every part thereof is free from all encumbrances of every kind and character except for taxes assessed for the year of closing, Covenants, conditions and restrictions recorded in O. R. Book 384, page 986, as amended in O. R. Book 398, page 278, O. R. Book 436, page 647, O. R. Book 591, page 881, together with Articles of Incorporation recorded in O. R. Book 1024, page 736, which includes Maintenance of Roads and Canals deeded to Association by O. R. Book 656, page 795; and Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Perdido Key Coves, as recorded in Plat Book 7, Page 26; all in the public records of Escambia County, Florida (the "Permitted Encumbrances"); that the Mortgagor will make such further assurances to perfect the fee simple title to the Premises in Mortgagee, its successors and assigns, as may reasonably be required; that the Mortgagor does hereby fully warrant the title to the Premises and every part thereof and will defend the same against the lawful claims of all persons whomsoever except for the Permitted Encumbrances; (ii) Mortgagor shall duly, promptly and fully perform, discharge, execute, effect, complete, comply with and abide by each and every of the stipulations, agreements, conditions and covenants of the Note and all other documents or instruments evidencing or securing the Secured Indebtedness, as those terms are hereinafter defined; (iii) the Premises and its use fully complies with all applicable building and zoning codes and other land use regulations, any applicable environmental laws or regulations, and any other applicable laws or regulations; (iv) no part of the Real Property has been artificially filled; and (v) Mortgagor has lawful access to the Premises from a public road.

**1.03 SECURED INDEBTEDNESS.** This conveyance is intended to be and is a real property Mortgage and a "Security Agreement" governed by the laws of the State of Florida concerning mortgages and the Uniform Commercial Code as adopted in Florida, and is intended to secure the payment of the following (the "Secured Indebtedness"):

A. The existing indebtedness represented by that certain promissory note (the "Note") of date even herewith for the sum of **FOUR HUNDRED FIFTY-SIX THOUSAND and 00/100 DOLLARS (\$456,000.00)** made by the Mortgagor payable to the order of Mortgagee with interest from date until paid at the rate therein specified, the said principal and interest payable in the manner and upon the terms, provisions and conditions set forth in the Note, together with any and all renewals, extensions, modifications, consolidations and extensions thereof;

B. Such future or additional advances as may be made by Mortgagee at the option of Mortgagee to the Mortgagor, and also, the payment of any and all notes, liabilities, and obligations of the Mortgagor to Mortgagee, its successors or assigns, whether as maker, endorser, guarantor or otherwise, and whether such notes, liabilities or obligations, or any of them, be now in existence or accrue or arise hereafter, or be now owned or held by Mortgagee, or be acquired hereafter, it being the intent and purpose of the Mortgagor to secure, by the Mortgage, all notes, claims, demands, liabilities and obligations which Mortgagee, its successors or assigns, may have, hold or acquire at any time during the life of this Mortgage against the Mortgagor. Provided that, notwithstanding the foregoing, the total of all amounts secured hereby shall not exceed at any one time the sum of Nine Hundred Twelve Thousand and 00/100 Dollars (\$912,000.00); and provided, further, that all such advances, notes, claims, demands or liabilities and obligations secured hereby be incurred or arise or come into existence either on or prior to the date of this Mortgage, or on or before twenty (20) years after the date of this Mortgage or within such lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable consideration. The Mortgagor hereby waives, on behalf of himself and his successors and assigns, the right to file for record a notice limiting the maximum principal amount which may be secured by this Mortgage as provided for in Florida Statutes 697.04(1)(b); and

C. The compliance with all the covenants, agreements and stipulations of this Mortgage, the Note, and any and all documents or instruments evidencing, securing or otherwise executed in connection with the Secured Indebtedness.

**1.04 ASSIGNMENT OF LEASES AND RENTS.** Mortgagor hereby assigns, transfers, sets over and pledges to Mortgagee, its successors and assigns, as further security and means for the discharge of the Secured Indebtedness, all leases of all or any part of the Premises now made, executed or delivered, whether written or verbal, or to be hereafter made, be the same written or verbal, and all of the rents, issues and profits of the Premises and the improvements now or hereafter thereon, which rents, issues and profits may become due and payable at any time during the life of this Mortgage when any amount shall be due and unpaid by the Mortgagor hereunder or when the Mortgagor shall otherwise be in default hereunder, whether said rents, issues and profits shall be due from the present or any future tenants or leases thereof, with full power and authority in Mortgagee or its assigns to collect and receive the same from said tenants or leases or from any real estate agent or other person collecting the same, and to give proper receipts and acquittances therefor and after paying all commissions of any rental agent collecting the same and any attorney's fees and other expenses incurred in collecting the same to apply the net proceeds of such collections upon any and all indebtedness, obligations, undertakings or liabilities of the Mortgagor hereunder.

IN WITNESS WHEREOF, the Mortgagor, in pursuance of due and legal action of its members executed these presents by causing its name to be signed by its members hereto the day and year first above written.

Signed, sealed and delivered  
in the presence of:

MORTGAGOR:

*A. Alan Penning*  
A. Alan Penning  
[Type/Print Name of Witness]

CAPTAIN KIDD REEF, L.L.C., a Florida  
limited liability company

*Joyce A. Williams*  
Joyce A. Williams  
[Type/Print Name of Witness]

By: *[Signature]*  
JAMES D. DAVENPORT, Member

By: *[Signature]*  
JOSEPH R. GILCHRIST, Member

STATE OF FLORIDA            )  
  :  
COUNTY OF ESCAMBIA        )

The foregoing instrument was acknowledged before me this 9th day of March, 2001, by JAMES D. DAVENPORT and JOSEPH R. GILCHRIST, all of the members of CAPTAIN KIDD REEF, L.L.C., a Florida limited liability company, on behalf of said corporation. They ( ) are personally known to me or (  ) have shown me driver licenses as identification.

*Joyce A. Williams*  
\_\_\_\_\_  
(Print/Type Name)  
NOTARY PUBLIC  
Commission number: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

(NOTARIAL SEAL)

CPHH file #01-0269jw

 **JOYCE A. WILLIAMS**  
Notary Public - State of FL.  
Comm. Exp. Apr. 14, 2003  
Comm. No. CC904946

RCD Mar 12, 2001 11:44 am  
Escambia County, Florida  
  
Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 2001-821273

This Instrument was Prepared By:  
Neil L. Wilcove  
Freeman Mathis & Gary, LLP  
1600 Galleria Parkway  
Suite 1600  
Atlanta, Georgia 30339

### MORTGAGE

Captain Kidd Reef, LLC, whose address is 7263 Captain Kidd Reef, Pensacola, Florida 32507 ("Mortgagor"), in consideration of the principal sum specified in the Promissory Note ("Note") (hereunder defined), received from Landsouth Construction, LLC ("LandSouth" or "Mortgagee"), whose address is 1680 The Greens Way, Suite 100, Jacksonville Beach, Florida 32250 ("Mortgage"), hereby on this 20<sup>th</sup> day of November, 2006, mortgages to the Mortgagee the real property in Escambia County, Florida, described as follows:

Lot 42, Perdido Key Coves Unit #1, according to plat recorded in Plat Book 7, Page 26 of public records of Escambia County, Florida

as security for payment of the following:

Note of even date herewith in the original principal sum of One Hundred Ninety-One Thousand Three Hundred Seventy Two and 00/100 Dollars (\$191,372.00) from Mortgagor, together with interest thereon until paid at the rate specified therein, the said principal and interest payable in the manner and upon the terms, provisions and conditions set forth therein.

#### **THIS IS A SECOND MORTGAGE ON THE ABOVE-REFERENCED PROPERTY**

AND Mortgagor agrees:

1. To make or cause to be made payments required by the Note and this Mortgage promptly when due.
2. To pay all taxes, assessments, liens and encumbrances on the property promptly when due. If they are not promptly paid, the Mortgagee may pay them without waiving the option to foreclose, and such payments, with interest at a rate 2% higher than the Note secured hereby or at the maximum rate allowed by law, whichever is lesser, shall be payable on demand by Mortgagee and shall be secured by this Mortgage.
3. To pay all expenses reasonably incurred by Mortgagee due to failure of Mortgagor to comply with the agreements in the Note or this Mortgage, including reasonable attorney's fees. The cost thereof, with interest thereon from the date of payment at the rate specified in the Note, shall also be secured by this Mortgage.
4. That if any of the installments of principal or interest due by the terms of the Note are not paid when due, or if any agreement in this Mortgage other than the agreement to make the payments is breached, the entire unpaid principal balance of the Note plus interest, costs, and attorney's fees, shall immediately become due at the option of Mortgagee, and Mortgagee may foreclose this Mortgage in the manner provided by law, and have the mortgaged property sold to satisfy or apply on the indebtedness hereby secured.
5. The rents and profits of the mortgaged property are also hereby mortgaged, and if proceedings to foreclose this Mortgage shall be instituted, the court having jurisdiction

hereof may appoint a receiver of the mortgaged property, and apply those rents and profits to the indebtedness hereby secured, regardless of the solvency of the Mortgagor or the adequacy of the security.

- 6. Mortgagor shall pay all installments of principal and interest and perform each and every covenant and obligation of the First Mortgage, and failure of Mortgagor to do so shall constitute a default hereunder. Upon failure of Mortgagor to do so, Mortgagee may (but shall not be required to) make such payments or perform such covenants or obligations and the cost of same, together with interest at a rate 2% higher than the Note secured hereby or at the maximum rate allowed by law, whichever is lesser, shall be payable by Mortgagor upon demand by Mortgagee and shall be secured by the lien of this Mortgage.
- 7. Notwithstanding any other provisions hereof, Mortgagee shall under no circumstances be entitled to collect any interest or other payment hereunder which would render this instrument usurious as to the Mortgagor under the laws of the State of Florida.

IN WITNESS WHEREOF, Mortgagor has executed these presents, this the day and year first above written.

WITNESSES:

Mortgagor:

[Signature]

Alison R. Davenport, Member  
Captain Kidd Reef, LLC

Marc Carlson  
Print/Type Name of Witness

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 21 day of November, 2006, by Alison R. Davenport. They are () personally known to me or () have produced a driver license as identification.

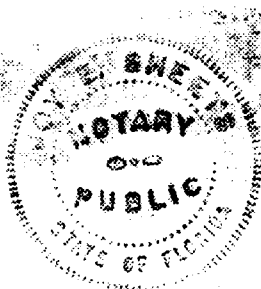
[Signature]

Joy E. Sheets  
(Print/Type Name)


NOTARY PUBLIC

My Commission expires: 3/15/08  
Notary Certificate No. DD30002

(NOTARIAL SEAL)



CMG0260.DOC

 Joy E. Sheets  
My Commission DD300021  
Expires March 15, 2008

**IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA**

**BANK OF PENSACOLA,**

**Plaintiff,**

v.

**CASE NO.: 2008 CA 001490**

**CAPTAIN KIDD REEF, LLC, a Florida limited liability company; ALISON R. DAVENPORT; JAMES D. DAVENPORT; MARK GOLDSTEIN; SYD EGENHAUSER; LANDSOUTH CONSTRUCTION, LLC, a Georgia limited liability company; and PERDIDO KEY COVES MAINTENANCE ASSOCIATION, INC., a Florida corporation,**

**Defendants.**

CIRCUIT CIVIL DIVISION  
FILED & RECORDED  
2008 DEC 29 P 4 15  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY FL

**SUMMARY FINAL JUDGMENT OF FORECLOSURE**

THIS MATTER came on before the Court on Plaintiff, BANK OF PENSACOLA's, Motion for Summary Final Judgment of Foreclosure. The Court has considered the pleadings and affidavits, has heard argument of the Parties, and has been advised that the Stipulation is no longer in effect. The Court finds that there are no disputed material issues of fact, and that Plaintiff is entitled to a Summary Final Judgment of Foreclosure. The undisputed facts are, and the Court specifically finds and decides, as follows:

1. This Court has jurisdiction over the Parties to this action and the subject matter herein. Plaintiff's Motion for Summary Judgment is hereby granted.
2. Defendants, CAPTAIN KIDD REEF, LLC (hereinafter "CAPTAIN KIDD"); ALISON R. DAVENPORT (hereinafter "A. DAVENPORT"); JAMES D.

Docs - \$189.00  
Intang - \$108.00  
Mtg + Rel - 61.00

CC 4677116692

**REAL ESTATE MORTGAGE AND SECURITY AGREEMENT**

Mortgagors (last name(s) first):

CAPTAIN KIDD REEF, L.L.C.

7263 CAPTAIN KIDD REEF  
Mailing Address  
PENSACOLA, FL 32507-9432  
City State Zip

Mortgagee:

BANK OF PENSACOLA

125 WEST ROMANA STREET, SUITE 400

PENSACOLA, FL 32502

*This instrument was prepared by:*

BANK OF PENSACOLA

125 WEST ROMANA STREET, SUITE 400

PENSACOLA, FL 32502

**Know All Men By These Presents: That whereas ALISON R DAVENPORT A MARRIED WOMAN (BORROWER) AND CAPTAIN KIDD REEF, L.L.C. (MORTGAGOR)**

(whether one or more, hereinafter called the "Borrower") ha~~VE~~VE become justly indebted to BANK OF PENSACOLA with offices in PENSACOLA; Florida, (together with its successors and assigns, hereinaftcalled "Mortgagee") in the sum of \*\*FIFTY FOUR THOUSAND DOLLARS AND ZERO CENTS\*\* Dollars (\$ 54000.00) together with interest thereon, as evidenced by a promissory note or notes of even date herewith. (If the maturity date of the note or notes is 20 years or longer, indicate the latest maturity date here: \_\_\_\_\_).

This conveyance is intended to be and is a real property Mortgage and a "Security Agreement" governed by the laws of the State of Florida concerning mortgages and the Uniform Commercial Code as adopted in Florida, and is intended to secure the payment of the following (the "Secured Indebtedness"):

A. The existing indebtedness represented by that certain promissory note of even date herewith for the sum of FIFTY FOUR THOUSAND AND NO/100TH DOLLARS (\$ 54,000.00) made by mortgagor payable to the order of Mortgagee with interest from date until paid at the rate therein specified, the said principal and interest payable in the manner and upon the terms, provisions and conditions set forth in the Note, together with any and all renewals, extensions, modifications, consolidations and extensions thereof;

B. Such future or additional advances as may be made by Mortgagee at the option of Mortgagee to the Mortgagor; provided that, notwithstanding the foregoing, the total of all amounts secured hereby shall not exceed at any one time the sum of FIFTY FOUR THOUSAND AND NO/100TH DOLLARS (\$ 54,000.00); and provided, further, that all such advances, notes, claims, demands or liabilities and obligations secured hereby be incurred or arise or come into existence either on or prior to the date of this Mortgage, or on or before twenty (20) years after the date of this Mortgage or within sucher lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable consideration. The Mortgagor hereby waives, on behalf of himself/herself and his/her successors and assigns, the right to file for record a notice limiting the maximum principal amount which may be secured by this Mortgage as provided for in Florida Statute 697.04(1)(b).



NOW, THEREFORE, in consideration of the premises, and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances) now or hereafter owed by any of the above-named Borrowers to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned CAPTAIN KIDD REEF, L.L.C. A FLORIDA LIMITED LIABILITY COMPANY

(whether one or more, hereinafter called "Mortgagors") do hereby assign, grant, bargain, sell and convey unto Mortgagee the following described real property situated in ESCAMBIA County, State of Florida, viz:

LOT 42, PERDIDO KEY COVES, UNIT NO. 1, A SUBDIVISION OF A PORTION OF SECTION 32, TOWNSHIP 3, SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 7, AT PAGE 26, OF THE PUBLIC RECORDS OF SAID COUNTY.

together with all rents and other revenues thereof and all rights (including riparian rights), privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, smoke, fire, and intrusion detection devices, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property."

To Have And To Hold the same and every part thereof unto Mortgagee, its successors and assigns forever.

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including future advances), Mortgagors hereby assign and transfer to Mortgagee, and grant to Mortgagee a security interest in, all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagors, or any of them, located, whether permanently or temporarily, on the mortgaged property, and all building materials, household appliances, equipment, fixtures and fittings now owned or hereafter acquired by Mortgagors, or any of them, located or stored on any other real property, which are or shall be purchased by Mortgagors, or any of them, for the purpose, or with the intention, of making improvements on the mortgaged property or to the premises located on said property. The personal property herein transferred includes limitation, all lumber, bricks, building stones, building blocks, sand, cement roofing, materials, paint, doors, windows, storm doors, storm windows, nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building materials, equipment and appliances of every kind and character used or useful in connection with improvements to real property.

For the purpose of further securing the payment of said indebtedness Mortgagors warrant covenant and agree with Mortgagee, its successors and assigns, as follows:

1. That they are lawfully seized in fee and possessed of the mortgaged property and have a good right to convey the same as aforesaid, and they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

2. That they will pay when due all taxes, assessments, or other liens or mortgages taking priority over this mortgage, and should default be made in the payment of the same, or any part thereof, Mortgagee may pay the same (but Mortgagee is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Mortgagors shall perform all of Mortgagors' obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. Should Mortgagors default in any of such obligations, Mortgagee may perform Mortgagors' obligations (but Mortgagee is not obligated to do so).

(Mark if applicable) This is a construction mortgage that secures an obligation incurred for the construction of an improvement on land (and may include the acquisition cost of the land).

In Witness Whereof, each of the undersigned has hereunto set his or her signature and seal, or has caused this instrument to be executed by its officer(s), partner(s), member(s), or agent(s) thereunto duly authorized, this 26TH day of SEPTEMBER, '2007'

*Brenda Thompson*

Brenda Thompson  
[Type or Print Name of Witness]

*Joyce Hudson*

Joyce Hudson  
[Type or Print Name of Witness]

CAPTAIN KIDD REEF, L.L.C.

*Alison R. Davenport* (Seal)

ALISON R. DAVENPORT, MANAGER/MEMBER (Seal)

*James J. Davenport* (Seal)

JAMES J. DAVENPORT, MANAGER/MEMBER (Seal)

\_\_\_\_\_ (Seal)

ATTEST: \_\_\_\_\_

Its \_\_\_\_\_  
(Corporate Seal)

By \_\_\_\_\_

Its \_\_\_\_\_

This instrument prepared by:  
Edsel F. Matthews, Jr., PA  
308 South Jefferson Street  
Pensacola, Florida 32502

**LIEN FOR MAINTENANCE ASSESSMENTS**

Pursuant to the provisions of the Declaration of Protective Covenants recorded in Official Record Book 436, Page 647, of the Public Records of Escambia County, Florida, and as amended, **PERDIDO KEY COVES MAINTENANCE ASSOCIATION, INC.**, does hereby file this Lien against the following described property:

**Lot 42, PERDIDO KEY COVES, UNIT NO. 1, a subdivision of a portion of Section 32, Township 3 South, Range 32 West, Escambia County, Florida as recorded in Plat Book 7 at Page 26 of the Public Records of said County.**

The total amount due the Lienor is Three Hundred Sixteen and 80/100 dollars (\$316.80), consisting of unpaid assessments and late fees through March 31, 2008. The Claim of Lien shall also secure all unpaid assessments, interest, costs and attorneys' fees which are due and which may accrue subsequent to the date of this Claim of Lien and prior to entry of Final Judgment of Foreclosure.

The owner of record of the above referenced property is Captain Kidd Reef, LLC, of 7263 Captain Kidd Reef, Pensacola, Florida 32507. A copy of this Claim of Lien has been furnished by regular and certified mail to the owner, at the above address, this 14<sup>th</sup> day of April, 2008.

**IN WITNESS WHEREOF, PERDIDO KEY COVES MAINTENANCE ASSOCIATION, INC.**, by and through its authorized agent, has executed these presents this 29 day of March, 2008.

**PERDIDO KEY COVES  
MAINTENANCE ASSOCIATION, INC.**

By: [Signature]  
Its: President  
Post Office Box 34414  
Pensacola, Florida 32507

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

ACKNOWLEDGED BEFORE ME, this 29 day of March, 2008, by Bobby McCarley, as authorized agent for **PERDIDO KEY COVES MAINTENANCE ASSOCIATION, INC.**, who is personally known to me or who did produce \_\_\_\_\_ as identification.

Melna D. Eddleman  
NOTARY PUBLIC

NOTARY PUBLIC-STATE OF FLORIDA  
**Melna D. Eddleman**  
Commission # DDS31427  
Expires: MAY 02, 2010  
Bonded Thru Atlantic Bonding Co., Inc.

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

9000016493

VOID AFTER 6 MONTHS

PAY SEVENTY NINE THOUSAND FOUR HUNDRED SIXTY ONE AND 19/100  
 JANET HOLLEY TAX COLLECTOR

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

DATE: 09/25/2012  
 AMOUNT: 79,461.19

*Ernie Lee Magaha*

ERNIE LEE MAGAHA, CLERK OF THE COURT



⑈9000016493⑈ ⑆063100277⑆ 898033991356⑈

ERNIE LEE MAGAHA  
 CLERK OF THE COURT & COMPTROLLER

9000016493

Date	Case Number	Description	Amount
09/25/2012	2010 TD 004964	PAYMENT TAX DEEDS	1,217.37
09/25/2012	2009 TD 003206	PAYMENT TAX DEEDS	3,102.21
09/25/2012	2009 TD 003203	PAYMENT TAX DEEDS	2,766.03
09/25/2012	2009 TD 001582	PAYMENT TAX DEEDS	2,479.85
09/25/2012	2009 TD 003188	PAYMENT TAX DEEDS	2,915.69
09/25/2012	2009 TD 004223	PAYMENT TAX DEEDS	3,115.67
09/25/2012	2009 TD 003195	PAYMENT TAX DEEDS	3,200.00
09/25/2012	2009 TD 003193	PAYMENT TAX DEEDS	2,456.07
09/25/2012	2009 TD 003177	PAYMENT TAX DEEDS	2,561.16
09/25/2012	2009 TD 003082	PAYMENT TAX DEEDS	2,458.58

There are additional check details for this check that total: 57,887.82

9000016493

Check: 9000016493 09/25/2012 JANET HOLLEY TAX COLLECTOR Check Amount: 79,461.19

2009 TD 03198 3,015.95  
 2010 TD 05974 2,683.54  
 2009 TD 03195 3,085.16  
 2009 TD 03194 3,602.80  
 2009 TD 03196 3,315.07  
 2009 TD 03096 816.94  
 2009 TD 08253 21,826.16  
 2009 TD 03182 3,150.08  
 2009 TD 03208 3,113.04  
 2009 TD 03189 3,103.54

2009 TD 03187 2,674.16  
 2009 TD 03190 3,111.86  
 2009 TD 03205 3,101.12  
 2009 TD 03058 1,288.40

*Ernie Lee Magaha*  
 9-25-12

**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

63-27  
631

90 [REDACTED]

PAY

\*FOUR HUNDRED THIRTY ONE AND 08/100

WELLS FARGO BANK OBO TAX LIENS  
SECURITIZATION TRUST

TO THE  
ORDER  
OF

WELLS FARGO BANK OBO TAX LIENS SECURITIZATI  
P O BOX 741307  
ATLANTA, GA 30384

DATE AMOUNT

09/25/2012

431.08

*Ernie Lee Magaha*

ERNIE LEE MAGAHA, CLERK OF THE COURT



⑈9000016508⑈ ⑆0631002 [REDACTED]

**ERNIE LEE MAGAHA**  
CLERK OF THE COURT & COMPTROLLER

9000016508

<u>Date</u>	<u>Case Number</u>	<u>Description</u>	<u>Amount</u>
09/25/2012	2010 TD 008253	PAYMENT TAX DEEDS	431.08

9000016508

Check: 9000016508 09/25/2012 WELLS FARGO BANK OBO TAX LIENS Check Amount: 431.08  
SECURITIZATION TRUST

**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

63-27  
631

9000016500

PAY

\*ONE THOUSAND TWENTY SEVEN AND 01/100

PHILLIP A BATES PA

TO THE PHILLIP A BATES PA  
ORDER 25 W CEDAR ST, SUITE 550  
OF PENSACOLA, FL 32501

DATE AMOUNT  
09/25/2012 1,027.01

*Ernie Lee Magaha*

ERNIE LEE MAGAHA, CLERK OF THE COURT



⑈9000016500⑈ ⑆063100277⑆ 898033991356⑈

**ERNIE LEE MAGAHA**  
CLERK OF THE COURT & COMPTROLLER

9000016500

<u>Date</u>	<u>Case Number</u>	<u>Description</u>	<u>Amount</u>
09/25/2012	2010 TD 008253	PAYMENT TAX DEEDS	1,027.01

9000016500

Check: 9000016500 09/25/2012 PHILLIP A BATES PA

Check Amount: 1,027.01



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

**Tax Deed - Redemption Calculator**  
**Account: 104598215 Certificate Number: 008253 of 2010**

Redemption  Yes  
 Application Date   
 Interest Rate

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="11/05/2012"/>	Redemption Date <input type="text" value="09/18/2012"/>
Months	7	5
Tax Collector	<input type="text" value="\$20,297.59"/>	<input type="text" value="\$20,297.59"/>
Tax Collector Interest	\$2,131.25	\$1,522.32
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$6.25"/>
<b>Total Tax Collector</b>	<b>\$22,435.09</b>	<b>\$21,826.16</b>
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="\$221.00"/>	<input type="text" value="\$221.00"/>
App. Fee Interest	\$42.11	\$30.08
<b>Total Clerk</b>	<b>\$443.11</b>	<b>\$431.08</b>
Postage	<input type="text" value="\$24.00"/>	<input type="text" value="\$24.00"/>
Researcher Copies	<input type="text" value="\$11.00"/>	<input type="text" value="\$11.00"/>
<b>Total Redemption Amount</b>	<b>\$22,913.20</b>	<b>\$22,292.24</b>
	Repayment Overpayment Refund Amount	\$620.96 + 120 + 221 + 65 = 1,026.96

**Notes**  ACTUAL SHERIFF 80.00 COM FEE \$20.50  
 5/17/2012 Recd message from Brian Olson (850) 830-5242 to  
 provide redemption quote. Tel tt Brian and provided quote..BBR

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

Receipt Type	<b>Case</b>	Outstanding Amount	<b>0.00</b>
Receipt Number	<b>1453501</b>	Receipt Date	<b>09/18/2012</b>
Case Number	<b>2010 TD 008253</b>		
Description	<b>WELLS FARGO BANK OBO TAX LIENS VS</b>		
Action	<b>TAX DEED REDEMPTION</b>		
Judge			
Received From	<b>PHILLIP A. BATES PA.</b>		
On Behalf Of	<b>WELLS FARGO BANK OBO TAX LIENS</b>		

Total Received	<b>22,978.20</b>
Net Received	<b>22,913.20</b>
Change	<b>65.00</b>

Receipt Payments	Amount	Reference	Description
Check	<b>22,978.20</b>	<b>029026269</b>	
Change	<b>65.00-</b>		

Receipt Applications	Amount
Holding	<b>22,878.20</b>
Service Charge	<b>35.00</b>

Deputy Clerk:            nlk                            Transaction Date    09/18/2012    10:51:46

Comments



CBST

OFFICIAL CHECK

029026269

Division of SYNOVUS BANK  
P.O. BOX 120 • COLUMBUS, GA 31902

DATE July 31, 2012

64-60  
611

PAY TWENTY TWO THOUSAND NINE HUNDRED SEVENTY EIGHT DOLLARS AND TWENTY CENTS

\$ 22,978.20

TO THE ORDER OF  
Clerk of Circuit Court

REMITTER Synovus Bank  
FOR Property Redemption  
PAYABLE THROUGH SYNOVUS BANK COLUMBUS, GEORGIA

#029026269 #0611006051

301357451

*Anthony James*  
AUTHORIZED SIGNATURE

® TRADE MARK

**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: 104598215 Certificate Number: 008253 of 2010**

**Payor: PHILLIP A BATES PA. PO BOX 1390 PENSACOLA, FL 32591-12390 Date 09/18/2012**

Clerk's Check #	29026269	Clerk's Total	\$443.11
Tax Collector Check #	1	Tax Collector's Total	\$22,435.09
		Postage	\$24.00
		Researcher Copies	\$11.00
		Total Received	\$22,913.20

**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  
 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 # 2010 TD 008253**  
**Redeemed Date 09/18/2012**

**Name PHILLIP A BATES PA. PO BOX 1390 PENSACOLA, FL 32591-12390**

Clerk's Total = TAXDEED	\$443.11
Due Tax Collector = TAXDEED	\$22,435.09
Postage = TD2	\$24.00
ResearcherCopies = TD6	\$11.00

**Apply Docket Codes**

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
06/01/2010	TAXDEED	TAX DEED CERTIFICATES Receipt: 1415661 Date: 05/24/2012	341.00	0.00	
06/01/2010	TD1	TAX DEED APPLICATION Receipt: 1415661 Date: 05/24/2012	60.00	0.00	
06/04/2012	TD83	TAX COLLECTOR CERTIFICATION	0.00	0.00	
08/23/2012	TD82	O & E REPORT	0.00	0.00	
09/18/2012	TD2	POSTAGE TAX DEEDS	24.00	24.00	
09/18/2012	TAXDEED	TAXDEED Due Tax Collector	22,435.09	22,435.09	
09/18/2012	TAXDEED	TAXDEED Clerk's Total	443.11	443.11	
09/18/2012	TD6	TITLE RESEARCHER COPY CHARGES	11.00	11.00	

**FINANCIAL SUMMARY**

Rcd	Docket Application	Owed	Paid	Dismissed	Due
1	Service Charge	\$95.00	\$60.00	\$0.00	\$35.00
2	Holding	\$23,219.20	\$341.00	\$0.00	\$22,878.20
	<b>TOTAL</b>	<b>\$23,314.20</b>	<b>\$401.00</b>	<b>\$0.00</b>	<b>\$22,913.20</b>



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

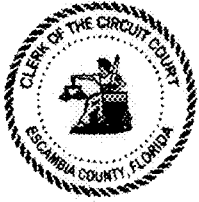
**Tax Deed - Redemption Calculator**  
**Account: 104598215 Certificate Number: 008253 of 2010**

Redemption  No  Application Date  Interest Rate

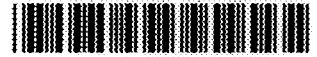
	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <input type="text" value="11/05/2012"/>	Redemption Date <input type="text" value="11/05/2012"/> <input type="checkbox"/>
Months	7	7
Tax Collector	<input type="text" value="\$20,297.59"/>	<input type="text" value="\$0.00"/>
Tax Collector Interest	\$2,131.25	\$0.00
Tax Collector Fee	<input type="text" value="\$6.25"/>	<input type="text" value="\$0.00"/>
<b>Total Tax Collector</b>	<b>\$22,435.09</b>	<b>\$0.00</b>
Clerk Fee	<input type="text" value="\$60.00"/>	<input type="text" value="\$0.00"/>
Sheriff Fee	<input type="text" value="\$120.00"/>	<input type="text" value="\$0.00"/>
Legal Advertisement	<input type="text" value="\$221.00"/>	<input type="text" value="\$0.00"/>
App. Fee Interest	\$42.11	\$0.00
<b>Total Clerk</b>	<b>\$443.11</b>	<b>\$0.00</b>
Postage	<input type="text" value="\$60.00"/>	<input type="text" value="\$0.00"/>
Researcher Copies	<input type="text" value="\$40.00"/>	<input type="text" value="\$0.00"/>
<b>Total Redemption Amount</b>	<b>\$22,978.20</b>	<b>\$0.00</b>
	Repayment Overpayment Refund Amount	<input type="text" value="\$22,978.20"/>

Notes: ACTUAL SHERIFF 80.00 COM FEE \$  
 5/17/2012 Recd message from Brian Olson (850) 830-5242 to provide redemption quote. Tel tt Brian and provided quote..BBR

*amount needed to redeem property.*  
*Make check payable to: Clerk of Circuit Court*  
*(cashier's check)*



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



**Print Date:**  
 5/24/2012 12:33:06  
 PM

Transaction #: **938144**  
 Receipt #: **201231629**  
 Cashier Date: **5/24/2012 12:33:06 PM (MAVILA)**

Customer Information	Transaction Information	Payment Summary
(TXD) TAX DEED DIVISION CLERK OF THE CIRCUIT COURT 221 PALAFOX PLACE Pensacola, FL 32502	Date Received: 05/24/2012 Source Code: Over the Counter Q Code: Return Code: Government Trans Type: Recording Agent Ref Num:	Total Fees \$401.00 Total Payments \$401.00

1 Payments	
CLERK	\$401.00

0 Recorded Items	
------------------	--

0 Search Items	
----------------	--

1 Miscellaneous Items		
(MISCFEE) MISCELLANEOUS FEES TAX CERT#08253 OF 2010		
TAXCR	341	\$341.00
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 1415661 Receipt Date 05/24/2012

Case Number 2010 TD 008253

Description WELLS FARGO BANK OBO TAX LIENS VS

Action TAX DEED APPLICATION

Judge

Received From WELLS FARGO BANK OBO TAX LIENS

On Behalf Of WELLS FARGO BANK OBO TAX LIENS

Total Received	401.00
Net Received	401.00
Change	0.00

Receipt Payments	Amount	Reference Description
Cash	401.00	ONCORE TRANS#938144

Receipt Applications	Amount
Holding	341.00
Service Charge	60.00

Deputy Clerk: mavila Transaction Date 05/24/2012 12:33:47

Comments



# 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	
<b>Reference:</b>	3235321100000042
<b>Account:</b>	104598215
<b>Owners:</b>	CAPTAIN KIDD REEF LLC
<b>Mail:</b>	7263 CAPTAIN KIDD REEF PENSACOLA, FL 32507
<b>Situs:</b>	7263 CAPTAIN KIDD REEF 32507
<b>Use Code:</b>	SINGLE FAMILY RESID <input type="checkbox"/>
<b>Taxing Authority:</b>	COUNTY MSTU
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>
Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector	

2011 Certified Roll Assessment	
<b>Improvements:</b>	\$155,738
<b>Land:</b>	\$175,750
<b>Total:</b>	\$331,488
<b>Save Our Homes:</b>	\$0
<a href="#">Disclaimer</a>	
<a href="#">Amendment 1 Calculations</a>	

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
03/2001	4672	1726	\$150,000	WD	<a href="#">View Instr</a>
08/1999	4457	428	\$130,000	WD	<a href="#">View Instr</a>
10/1994	3690	169	\$46,000	WD	<a href="#">View Instr</a>
01/1973	6897	91	\$5,900	WD	<a href="#">View Instr</a>
Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court					

2011 Certified Roll Exemptions	
None	
Legal Description	
LOT 42 PERDIDO KEY COVES UNIT #1 PB 7 P 26 OR 4672 P 1726	
Extra Features	
BOAT DOCK BOAT LIFT OPEN PORCH POOL SEA WALL	

**Parcel Information** [Restore Map](#) [Get Map Image](#) [Launch Interactive Map](#)

**Section Map Id:**  
32-3S-32

**Approx. Acreage:**  
0.2900

**Zoned:**   
R-2PK

**Buildings**

**Building 1 - Address: 7263 CAPTAIN KIDD REEF, Year Built: 2001, Effective Year: 2001**

**Structural Elements**

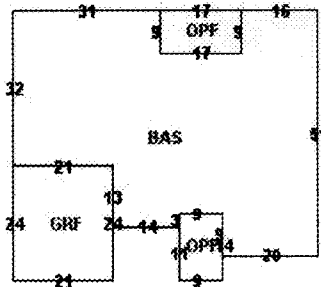
**FOUNDATION-SLAB ON GRADE**  
**EXTERIOR WALL-STUCCO**  
**NO. PLUMBING FIXTURES-11.00**  
**DWELLING UNITS-1.00**  
**ROOF FRAMING-HIP-HI PITCH**  
**ROOF COVER-DIMEN/ARCH SHNG**  
**INTERIOR WALL-DRYWALL-DECORAT**  
**STORY HEIGHT-12.00**  
**NO. STORIES-1.00**  
**FLOOR COVER-CARPET**  
**FLOOR COVER-TILE/STAIN CONC/BRICK**  
**DECOR/MILLWORK-ABOVE AVERAGE**  
**HEAT/AIR-CENTRAL H/AC**  
**STRUCTURAL FRAME-WOOD FRAME**

**Areas - 3330 Total SF**

**BASE AREA - 2547**

**GARAGE FIN - 504**

**OPEN PORCH FIN - 279**



**Images**



1/7/10



5/28/03

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.