

## Notice to Tax Collector of Application for Tax Deed

### TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

**TC 12, LLC BUYTHISTAXLIEN.COM**  
**TC 12 LLC**  
**TAMPA, Florida, 33601**

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>
11415	14-1978-000	06/01/2010	00-0S0-090 S 45 1/10 FT OF LT 7 AND OF W 10 FT OF LT 8 AND ALL LTS 13 14 15 BLK 236 NEW CITY TRACT OR 6076 P 1386 CA 38

### **2011 TAX ROLL**

DANIEL J NIXON III 1/2 INT ASHCRAFT  
RANDY C 1/2 INT  
PO BOX 12950  
PENSACOLA , Florida 32591-2950

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.

mmattp777 (Matt Pallardy)

Applicant's Signature

10/17/2012

Date

# TAX COLLECTOR'S CERTIFICATION

Application  
Date / Number  
Oct 17, 2012 / 120958

This is to certify that the holder listed below of Tax Sale Certificate Number **2010 / 11415** , 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: 14-1978-000**

**Certificate Holder:**  
TC 12, LLC BUYTHISTAXLIEN.COM  
TC 12 LLC  
TAMPA, FLORIDA 33601

**Property Owner:**  
DANIEL J NIXON III 1/2 INT ASHCRAFT RANDY C 1/2 INT  
PO BOX 12950  
PENSACOLA , FLORIDA 32591-2950

**Legal Description:** 00-0S0-090  
S 45 1/10 FT OF LT 7 AND OF W 10 FT OF LT 8 AND ALL LTS 13 14 15 BLK 236 NEW CITY TRACT OR 6076 P 1386  
CA 38

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
2012	10409.0000	06/01/12	\$2,546.66	\$0.00	\$127.33	\$2,673.99
2010	11415	06/01/10	\$3,148.69	\$0.00	\$665.82	\$3,814.51

**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	10985.0000	06/01/11	\$2,445.18	\$6.25	\$268.46	\$2,719.89

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
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

\$9,208.39
\$0.00
\$150.00
\$75.00
\$9,433.39
\$9,433.39
\$6.25

\*Done this 17th day of October, 2012

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By \_\_\_\_\_

*Blenda Mahurin*

Date of Sale: July 1, 2013

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

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



**BRANCH OFFICES**  
ARCHIVES AND RECORDS  
JUVENILE DIVISION

CENTURY

ARCHIVES AND RECORDS  
CHILD SUPPORT  
CIRCUIT CIVIL  
CIRCUIT CRIMINAL  
COUNTY CIVIL  
COUNTY CRIMINAL  
DOMESTIC RELATIONS  
FAMILY LAW  
JURY ASSEMBLY  
JUVENILE  
MENTAL HEALTH  
MIS  
OPERATIONAL SERVICES  
PROBATE  
TRAFFIC

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

CLERK TO THE BOARD OF  
COUNTY COMMISSIONERS

OFFICIAL RECORDS  
COUNTY TREASURY  
AUDITOR

## IMAGING COVER PAGE

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

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Case: 2010 TD 011415



00068376963

Dkt: TD83 Pg#:

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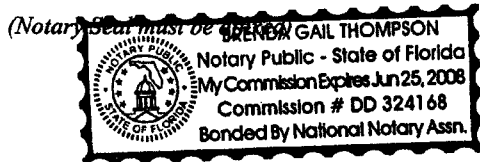
3

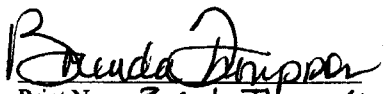
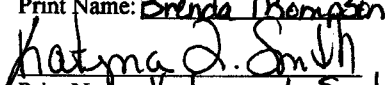
**Original Documents Follow**

STATE OF FLORIDA  
COUNTY OF ESCAMBIA


The foregoing instrument was acknowledged before me this 16 day of <sup>February</sup>~~January~~, 2007, by Rodney F. Jackson,  
the Vice - President of Bank of Pensacola, a Florida banking corporation, on behalf of said corporation. Said  
person did not take an oath and personally known to me.

  
Signature of Notary



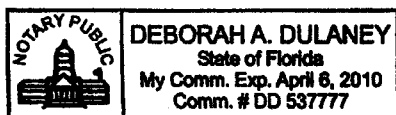
  
Print Name: Brenda Thompson  
  
Print Name: Katrina L. Smith

**BANK OF PENSACOLA,**  
a Florida banking corporation

By:   
Print Name: Rodney F. Jackson  
Title: Vice-President

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

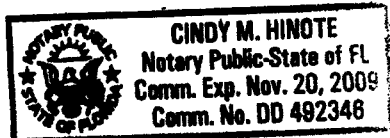
The foregoing instrument was acknowledged before me this 18th day of January, 2007, by Billy H. Montgomery, the President of Keeper Properties and Management, Inc., a Florida corporation, on behalf of the corporation as the Managing Member of East Hill Apartments, LLC, a Florida limited liability company, on behalf of the company. Such person is ~~personally known to me~~ or has produced his current Florida driver's license as identification.  
*and*



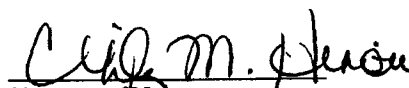
  
Signature of Notary Public

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of January, 2007, by J. Nixon Daniel, III. Said person did not take an oath and is personally known to me.

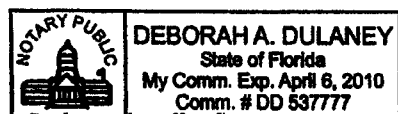


(Notary Seal must be affixed)


  
Signature of Notary

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of January, 2007, by Randy C. Ashcraft. Said person did not take an oath and is ~~personally known to me~~.  
*and*



(Notary Seal must be affixed)

  
Signature of Notary

4.6 Default. Any default or breach of warranty by the Borrower under this instrument or any misrepresentation by the Borrower contained herein shall constitute a default by Borrower under the Loan Documents, as hereby amended.

4.7 Successors and Assigns. This Agreement shall be binding upon and shall insure to the benefit of the parties hereto, their respective heirs, successors, successors-in-title and assigns.

4.8 Miscellaneous. All personal pronouns used herein whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. Titles of articles and sections as set forth herein are for convenience only and in no way define, limit, amplify or describe the scope or intent of any provisions hereof.

4.9 Severability. In the event any terms, items or provisions contained in this Agreement are in conflict with the laws of the State of Florida, this Agreement shall be affected only as to its application to such terms, items or provisions and shall in all other respects remain in full force and effect.

4.10 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Florida.

IN WITNESS WHEREOF, the Company, Borrower and Lender have executed this instrument as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Print Name: John P. Daniel

Print Name: Deborah C. Petch

Print Name: Cindy H. Hinton

Print Name: Colleen W. Rags

Print Name: John P. Daniel

Print Name: Deborah C. Petch

**EAST HILL APARTMENTS, LLC,**  
a Florida limited liability company

By Keeper Properties and Management, Inc.,  
a Florida corporation,  
Its Managing Member

By: Billy H. Montgomery  
Billy H. Montgomery, President

**BORROWERS:**

J. NIXON DANIEL, III

RANDY C. ASHCRAFT

### ARTICLE III - LOAN MODIFICATION

3.1 Modification of Note. The Note is hereby modified by that certain Renewal Promissory Note (the "Renewal Note") of even date herewith executed by Borrower in favor of Lender in the original principal amount of \$362,814.30, which is the outstanding principal balance of the Note as of the Effective Date. The Renewal Note shall mature on January 18, 2008.

3.2 Modification of Security Instruments. Borrower acknowledges and agrees that the Security Instruments secure and shall continue to secure the Renewal Note. Accordingly, the Security Instruments are hereby modified and amended to secure and to continue to secure the Renewal Note. The "Note" as defined in the Mortgage and other Loan Documents shall mean and refer to the Renewal Note.

3.3 Affirmation of Loan Documents. The Loan Documents, as hereby modified, are hereby ratified, confirmed and affirmed by Borrower.

### ARTICLE IV - GENERAL CONDITIONS

4.1 No Waiver or Implication. Borrower hereby agrees that nothing herein shall constitute a waiver by Lender of any default, whether known or unknown, which may exist under the Note or any other Loan Document and that Lender is in no way obligated to grant any future indulgence, waiver or consent or enter into any further agreement of modification with respect to the Loan or any matter relating to the Loan.

4.2 Status and Reaffirmation. For purposes of this Section 4.2, the terms "Borrower Parties" and "Lender Parties" shall mean and include Borrower, the Company and any other persons or entities, if any, obligated on the Loan, in the case of "Borrower Parties", and Lender, in the case of "Lender Parties", respectively. Borrower Parties hereby acknowledge, represent and agree that Borrower Parties have no defenses, setoffs, claims, counterclaims or causes of action of any kind or nature whatsoever with respect to the Loan, the Loan Documents or the indebtedness evidenced or secured thereby (all of said defenses, setoffs, claims, counterclaims or causes of action being hereinafter referred to as "Loan Related Claims"); and that, to the extent that Borrower Parties may be deemed to have any Loan Related Claims, Borrower Parties hereby expressly waive, release and relinquish any and all such Loan Related Claims, whether or not known to or suspected by Borrower Parties. Nothing herein shall constitute a novation of the Note or any other Loan Document. Except as expressly amended and modified herein, all terms, covenants and provision of the Loan Documents shall remain unaltered and in full force and effect. Borrower Parties, jointly and severally, hereby ratify, re-affirm and confirm all of Borrower Parties' respective obligations set forth in the Note and other Loan Documents, as hereby renewed and amended, and agree to perform each and all of the covenants, agreements and obligations contained therein and to be bound by each and all of the terms and provisions thereof.

4.3 Reservation of Rights. It is expressly understood and agreed that nothing contained herein shall be deemed to discharge, release, limit or otherwise affect any rights or claims of Lender against any persons or parties who are obligated to Lender under the Note or the Renewal Note or with respect to the indebtedness evidenced thereby except as provided in this Agreement with respect to those Borrower Parties who have executed this Agreement, and Lender expressly reserves all rights against all such other persons and parties, if any, obligated to Lender under the Note, the Renewal Note or the other Loan Documents, whether as makers, endorsers, sureties, guarantors or otherwise.

4.4 Taxes. Borrower shall pay when due, and shall defend, indemnify and hold Lender harmless from and against all liability for, any and all documentary stamp tax, excise tax, intangible tax and other taxes or fees assessed or levied by any taxing authority against or with respect to this Agreement, the Renewal Note, the Note, the Security Instruments, the other Loan Documents or the obligation and indebtedness evidenced or secured thereby.

4.5 Warranty of Title. Borrower hereby warrants to Lender that Borrower is the owner in fee simple of the Mortgaged Property (as defined in the Mortgage as hereby amended); that Borrower has full right, power and authority to encumber the Mortgaged Property and to enter into and perform this Agreement; that there are no liens, claims, encumbrances or other title exceptions against or affecting the Mortgaged Property except as permitted by the Mortgage; and that Borrower shall preserve such title to the Mortgaged Property and shall forever warrant and defend the same unto Lender and its successors and assigns against the claims of all persons and parties whosoever.

THIS INSTRUMENT PREPARED  
BY AND RETURN TO :  
John P. Daniel, Esquire  
Beggs & Lane  
Post Office Box 12950  
Pensacola, Florida 32576-2950  
(850) 432-2451  
FBN: 784291

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

### **LOAN ASSUMPTION AND MODIFICATION AGREEMENT**

THIS LOAN ASSUMPTION AND MODIFICATION AGREEMENT (this "Agreement") is made and entered into this 18th day of January, 2007 by and between **EAST HILL APARTMENTS, LLC**, a Florida limited liability company, whose address is 4771 Bayou Boulevard, Suite 159, Pensacola, Florida 32503 (the "Company"); **J. NIXON DANIEL, III AND RANDY C. ASHCRAFT**, whose mailing address is P. O. Box 12950, Pensacola, Florida 32591-2950 (individually and collectively referred to as "Borrower"), and **BANK OF PENSACOLA**, a Florida banking corporation, with offices at 125 West Romana Street, Suite 400, Pensacola, Florida 32502 ("Lender").

### **ARTICLE I - BACKGROUND AND CONSIDERATION**

1.1 **Background.** On June 27, 2006, Lender made a certain renewal loan to East Hill Apartments, LLC, a Florida limited liability company, in the original principal amount of \$393,089.55, which renewal loan was evidenced by that certain Promissory Note dated June 27, 2006 in the amount of \$393,089.55. Said promissory note is secured by that certain Mortgage from East Hill Apartments, LLC to Bank of Pensacola dated June 17, 2002, recorded in O.R. Book 4928, Page 173, public records of Escambia County, Florida, and by that certain Assignment of Rents and Leases dated June 17, 2002, recorded in O.R. Book 4928, Page 179, public records of Escambia County, Florida. Said promissory note is herein after referred to as the "Note"; said mortgage is hereinafter referred to as the "Mortgage"; said assignment is hereinafter referred to as the "Assignment"; and said loan is hereinafter referred to as the "Loan". The Mortgage, the Assignment and all other instruments, guaranties, assignments and agreements securing the Note are hereinafter referred to collectively as "Security Instruments". The Note, Security Instruments and all other agreements, assignments and documents relating to the Loan are hereinafter referred to as the "Loan Documents". Borrower is the present owner of fee simple title to the real and personal property encumbered by the Security Instruments. The present unpaid principal balance of the Note is \$362,814.30. Lender has agreed to allow Borrower to assume the unpaid principal balance of the Note, to release the Company from liability under the Note, and to modify the Loan, Note and Security Instruments as hereinafter provided.

1.2 **Consideration.** For and in consideration of the mutual covenants and conditions hereinafter set forth and for other good and valuable consideration, the undersigned parties hereto do hereby agree as set forth hereinbelow.

### **ARTICLE II - LOAN ASSUMPTION AND RELEASE OF COMPANY**

1.1 **Assumption of Loan.** By and with Lender's consent, Borrower hereby assumes and agrees to pay the unpaid principal balance of the Note. Lender represents and agrees that the current unpaid principal balance of the Note is \$362,814.30 and that interest on the Note is current to the date of this Agreement.

1.2 **Release of Company.** Lender hereby releases the Company, Billy H. Montgomery and Joy Ann Brinkman Montgomery from any and all obligation and liability under the Loan, Note and Security Instruments and other Loan Documents.

**DOCUMENTARY STAMP TAX IN THE AMOUNT OF \$1,270.15 ON THE RENEWAL NOTE REFERRED TO HEREIN IN THE PRINCIPAL AMOUNT OF \$362,814.30, WHICH IS THE UNPAID PRINCIPAL AMOUNT OF THE NOTE HEREBY ASSUMED BY BORROWER, HAS BEEN PAID UPON THE RECORDING OF THIS LOAN ASSUMPTION AND MODIFICATION AGREEMENT. THE INDEBTEDNESS EVIDENCED BY THE RENEWAL NOTE REFERRED TO HEREIN IS EXEMPT FROM INTANGIBLE TAXES PURSUANT TO FLA. STAT. SECTION 199.145.**



File Number: 02-9411

**FULL LEGAL**

Exhibit "A" to

**THE WEST 10 FEET OF LOT NUMBERED 8 AND ALL OF LOTS NUMBERED 13, 14 AND 15, IN BLOCK 236, LESS THE WEST 10 FEET OF THE NORTH 87.4 FEET OF LOT 8, ALL IN THE NEW CITY TRACT, IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906, AND ALSO THE SOUTH 45.1 FEET OF LOT 7, BLOCK 236, OF THE NEW CITY TRACT, IN THE CITY OF PENSACOLA, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.**

RCD Jun 28, 2002 09:25 am  
Escambia County, Florida

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2002-979774

above become endangered by reason of the enforcement of any lien or encumbrance thereon, or if a petition to condemn any part of the mortgaged property be filed by any authority, person or entity having power of eminent domain, or if any law, either state or federal, be passed imposing or authorizing the imposition of a specific tax upon this mortgage or the indebtedness hereby secured or permitting or authorizing the deduction of any such tax from the principal or interest secured by this Mortgage or by virtue of which any tax or assessment upon the mortgaged property shall be charged against the owner of this Mortgage, or if at any time any of the covenants contained in this Mortgage or in any note or other evidence of indebtedness secured hereby be declared invalid or unenforceable by any court of competent jurisdiction, or if Mortgagors fail to do and perform any other act or thing herein required or agreed to be done, then in any of said events the whole of the indebtedness hereby secured, or any portion or part thereof which may at said date not have been paid, with interest thereon, shall at once become due and payable and this Mortgage shall be subject to foreclosure at the option of Mortgagee, notice of the exercise of such option being hereby expressly waived by Mortgagors, and Mortgagee shall have the right to enter upon and take possession of the mortgaged property. If an event of default occurs and remains uncured, then in either or any such event, the aggregate sum or sums secured hereby then remaining unpaid, with interest accrued at that time, and all moneys secured hereby, shall become due and payable forthwith, or thereafter, at the option of Mortgagee, or its assigns, as fully and completely as if all of the said sums of money were originally stipulated to be paid on such date, anything in the Note or any instrument or instruments or in this Mortgage to the contrary notwithstanding; and thereupon, or thereafter, at the option of Mortgagee, or its assigns, without notice or demand, suit at law or in equity may be prosecuted as if all moneys secured hereby had matured prior to its institution. The Mortgagee, or its assigns, may do either or both of the following as to the amount so declared due and payable: (i) bring an action to enforce payment of the amount so declared due and payable, with or without bringing an action to foreclose this Mortgage; and/or (ii) foreclose this mortgage as to the amount so declared due and payable, and the Premises, or any part or parts thereof, in one or more sales as determined by Mortgagee, shall be sold to satisfy and pay the same with costs, expenses and allowances. In addition, Mortgagee shall also be entitled to take such action and avail itself of such remedies as may be available under the Uniform Commercial Code in effect in the State of Florida.

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 17th day of June, 2002.

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

EAST HILL APARTMENTS, LLC, a Florida limited liability company  
By its manager: Keeper Properties and Management, Inc., a Florida corporation

By: Joy Ann Brinkman-Montgomery  
Joy Ann Brinkman-Montgomery, its president

Dorothy A. Garrett  
(Type or Print Name of Witness)

Brenda J. Lynn  
(Type or Print Name of Witness)

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17th day of June, 2002, by Joy Ann Brinkman-Montgomery, the president of Keeper Properties and Management, Inc., a Florida corporation, manager of East Hill Apartments, LLC, a Florida limited liability company, on behalf of the company.

(NOTARIAL SEAL)

Dorothy A. Garrett  
Type/Print Name of Notary)

Personally Known To Me  
OR  
Produced Identification  
Type of Identification Produced Florida Drivers License



Dorothy A. Garrett  
MY COMMISSION # DD085448 EXPIRES  
January 10, 2006  
BONDED THRU TROY FARM INSURANCE, INC.

according to the order of said court. The Mortgagor hereby specifically waives the right to object to the appointment of a receiver as described herein and hereby expressly consents that such appointment shall be made as an admitted equity and is Mortgagee's absolute right, and that the appointment may be done without notice to the Mortgagor. Mortgagor further consents to the appointment of Mortgagee or any officer or employee of Mortgagee as receiver.

10. That they will not cause or allow possession of the mortgaged property to be in any other person or entity to the exclusion of Mortgagors and will not cause or allow all or any part of the mortgaged property or any interest therein to be sold, assigned, transferred or conveyed by Mortgagors, or any of them, without Mortgagee's prior written consent, excluding only (a) the creation of a lien or encumbrance expressly subordinate to this mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant, or (d) (if the mortgaged property is the Mortgagors' residence) the grant of any leasehold interest of one year or less (including all mandatory or optional renewal periods) not containing an option to purchase. Mortgagee may withhold its consent or may condition its consent to any such transfer of possession of, or an interest in, the mortgaged property upon the transferee's agreeing to pay a greater rate of interest on all or any part of the indebtedness secured by this mortgage, upon Mortgagee's approval of the creditworthiness of the transferee, and upon the transferee's payment to Mortgagee of a reasonable transfer or assumption fee. Upon breach by Mortgagors, or any of them, of the covenants herein contained, Mortgagee may, at its election, accelerate maturity of the indebtedness hereby secured and proceed to foreclose this mortgage as hereinafter provided or as provided by law.

11. That, except as otherwise expressly disclosed to Mortgagee in writing on the date of this mortgage, no Hazardous Substance (as defined below) has been released or disposed of on or under the mortgaged property by Mortgagors or, to the best of Mortgagors knowledge, by any third party or any predecessor in interest or title to the mortgaged property; no underground storage tanks, whether in use or not in use, are located on or under any part of the mortgaged property; Mortgagors and the mortgaged property are and will remain in compliance with all applicable local, state and federal environmental laws and regulations; no notice has been received by Mortgagors from any governmental authority or any other person claiming violation of any environmental protection law or regulation or demanding payment, indemnity or contribution for any environmental damage or injury to natural resources, relating in any way to the mortgaged property, and Mortgagors will notify Mortgagee promptly in writing if any such notice is hereafter received; and any Hazardous Substance used or produced in Mortgagors business will be used, produced, stored and disposed of in strict compliance with all applicable environmental laws and regulations. Mortgagors will notify mortgagee immediately if any Hazardous Substance is released or discovered on or under the mortgaged property, and Mortgagors will take or cause to be taken such remedial action as may be necessary in order to remedy such released or discovered Hazardous Substance and to obtain certificate of remediation or other certificate of compliance from applicable governmental authorities. At Mortgagee's request, Mortgagors will promptly obtain at Mortgagors' expense, and deliver to Mortgagee an environmental inspection report or will update a previous report, in form acceptable to Mortgagee, prepared by a competent environmental professional reasonably satisfactory to Mortgagee. As used herein, the term "Hazardous Substance" includes, without limitation, any hazardous or toxic substance and any substance or material that is regulated or controlled by the federal Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA), the federal Hazardous Materials Transportation Act, the federal Resource Conservation and Recovery Act, the Federal Clean Water Act, the federal Clean Air Act, the federal Toxic Substance Control Act, or any other federal, state or local environmental law, ordinance, or regulation now or hereafter in effect. Mortgagors agree to indemnify Mortgagee against any and all liability and expense (including attorneys' fees and litigation expenses) incurred by Mortgagee on account of breach by Mortgagors of any representation, warranty or covenant set forth in this paragraph. This agreement to indemnify shall survive payment of the secured indebtedness, satisfaction of this mortgage, and foreclosure of this mortgage.

12. That, if this is a construction mortgage, Mortgagors will perform and comply with, or will cause the Borrower to perform and comply with, the terms of any construction loan agreement made with Mortgagee with regard to any improvements to be made on the mortgaged property.

13. That all the covenants and agreements of Mortgagors herein contained shall extend to and bind their respective heirs, executors, administrators, successors and assigns, and that such covenants and agreements and all options, rights, privileges and powers herein given, granted or secured to Mortgagee shall inure to the benefit of the successors and assigns of Mortgagee.

14. That the provisions of this mortgage and the note or notes secured hereby are severable, and that the invalidity or unenforceability of any provision of this mortgage or of any such note or notes shall not affect the validity and enforceability of the other provisions of this mortgage or of such note or notes. The remedies provided to Mortgagee herein are cumulative with the rights and remedies of Mortgagee at law and in equity, and such rights and remedies may be exercised concurrently or consecutively. A carbon or photostatic copy of this mortgage may be filed as a financing statement in any public office.

If the Borrower pays and discharges all the indebtedness hereby secured (including future advances) as the same becomes due and payable, and if Mortgagors in all things do and perform all acts and agreements by them herein agreed to be done according to the tenor and effect thereof, then and in that event only this conveyance and the security interest herein granted shall be and become null and void, but if default is made in the payment of any indebtedness hereby secured or any renewals or extensions thereof or any part thereof, or if any interest thereon remain unpaid when due, or if default be made in the repayment of any sum expended by Mortgagee under the authority of any provision of this Mortgage, or if the interest of Mortgagee in the mortgaged property or any of the personal property described

such insurance, and to demand, receive and give receipt for all sums becoming due thereunder. Said insurance proceeds, if collected, may be credited on the indebtedness secured by this mortgage, less cost of collection, or may be used in repairing or reconstructing the premises on the mortgaged property, at Mortgagee's election. Any application of the insurance proceeds to repairing or reconstructing the premises on the mortgaged property shall not extend or postpone the due date of any installment payments of the indebtedness hereby secured or reduce the amount of such installments.

4. That commencing upon written request by Mortgagee and continuing until the indebtedness secured hereby is paid in full, Mortgagors will pay to Mortgagee concurrently with, and on the due dates of, payments on the indebtedness hereby secured a sum equal to the ground rents, if any, next due on the mortgaged property, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the mortgaged property, plus water rents, fire district charges, taxes and assessments next due on the mortgaged property (all as estimated by Mortgagee), less any sums already paid to Mortgagee therefor, divided by the number of months or other payment periods to elapse before one month or payment period prior to the date when such ground rents, premiums, water rents, fire district charges, taxes and assessments will become due, such sums to be held by Mortgagee in trust, to pay said ground rents, premiums, water rents, fire district charges, taxes and assessments. All payments mentioned in the preceding sentence and the payments to be made on the indebtedness secured hereby shall be added together and the aggregate amount thereof shall be paid by Mortgagors each month or other payment periods in a single payment to be applied by Mortgagee to the following items in the order set forth: (a) ground rents, taxes, water rents, fire district charges, assessments, fire and other hazard insurance premiums; (b) interest on the indebtedness secured hereby; and (c) the balance, if any, shall be applied toward the payment of the sum hereby secured. Any deficiency in the amount of such aggregate monthly or other periodic payments shall constitute a default under this mortgage. Any excess funds accumulated under this paragraph after payment of the items herein mentioned shall be credited in calculating the monthly or other periodic payments of the same nature required hereunder in the subsequent year; but if the actual amount of any such item shall exceed the estimate therefor, Mortgagors shall without demand forthwith make good the deficiency. Failure by Mortgagors to do so before the due date of such item shall be a default hereunder. If the mortgaged property is sold under foreclosure or is otherwise acquired by Mortgagee after default, any remaining balance of the accumulations under this paragraph shall be credited to the principal of the secured indebtedness as of the date of the foreclosure sale or as of the date the property is otherwise acquired.

5. That they will take good care of the mortgaged property and the personal property described above and will not commit or permit any waste thereon or thereof or the removal of any oil, gas or mineral therefrom, and that they will keep the same repaired and at all times will maintain the same in at least as good condition as it now is, reasonable wear and tear alone excepted. If Mortgagors fail to make repairs to the mortgaged property, Mortgagee may make such repairs at Mortgagor's expense (but Mortgagee is not obligated to do so). Mortgagee, its agents and employees, may enter the mortgaged property and any improvements thereon at any reasonable time for the purpose of inspecting or repairing such improvements.

6. That all amounts expended by Mortgagee for insurance or for the payment of taxes or assessments or to discharge liens on the mortgaged property or other obligations of Mortgagors or to make repairs to the mortgaged property or any improvements thereon shall become a debt due Mortgagee, shall be payable at once without demand upon or notice to any person, shall bear interest at the rate of interest payable on the principal sum of the note described above, or if no such rate of interest is specified in the note or if the rate specified would be unlawful, at the maximum rate allowed by law from the date of payment by Mortgagee, and such debt and the interest thereon shall be secured by this mortgage. Upon failure of Mortgagors to reimburse Mortgagee for all amounts so expended, at the election of Mortgagee and with or without notice to any person, Mortgagee may declare the entire indebtedness secured by this mortgage due and payable and may foreclose this Mortgage as hereinafter provided or as provided by law.

7. That no delay or failure of Mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage shall be taken or deemed as a waiver of the right to exercise such option or to declare such forfeiture either as to past or present defaults on the part of Mortgagors, and that the procurement of insurance or payment of taxes or other liens or assessments or obligations by Mortgagee shall not be taken or deemed as a waiver of the right to accelerate the maturity of the indebtedness hereby secured by reason of the failure of Mortgagors to procure such insurance or to pay such taxes, liens, assessments or obligations, it being agreed by Mortgagors that no terms or conditions contained in this Mortgage can be waived, altered or changed except by a writing signed by Mortgagee.

8. That those Mortgagors who are obligated as the Borrower or as guarantor or endorser to pay the indebtedness hereby secured will well and truly pay and discharge such indebtedness as it shall become due and payable, including the note or notes described above, any renewals or extensions thereof, and any other notes or obligations of such Mortgagors to Mortgagee, whether now or hereafter incurred.

9. In the event a suit shall be instituted to foreclose this Mortgage, Mortgagee, its successors or assigns, shall be entitled to apply at any time pending such foreclosure suit to the court having jurisdiction thereof for the appointment of a receiver for all and singular the Premises and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived, with the usual powers and duties of receivers in like cases and such appointment shall be made by such court as a matter of strict right to Mortgagee, its successors or assigns, without reference to the adequacy or inadequacy of the value of the property hereby mortgaged or to the solvency or insolvency of the Mortgagor, Mortgagor's legal representatives, successors or assigns, and that such rents, profits, incomes, issues, and revenues shall be applied by such receiver to the payment of the Secured Indebtedness, costs and charges,

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 East Hill Apartments, LLC, 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:

SEE EXHIBIT "A" ANNEXED HERETO AND MADE A PART HEREOF

### THIS IS A BALLOON MORTGAGE

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 aforesaid, and they will warrant and forever defend the title 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' obligation (but Mortgagee is not obligated to do so).
3. That they will keep the buildings on the mortgaged property continuously insured in such amounts, in such manner and with such companies as may be satisfactory to Mortgagee against loss by fire (including so-called extended coverage), wind and such other hazards (including flood and water damage) as Mortgagee may specify from time to time, with loss, if any, payable to Mortgagee under a mortgagee's loss payable clause acceptable to Mortgagee, and will deposit with Mortgagee policies of such insurance or at Mortgagee's election, certificates thereof, and will pay the premiums therefor as the same become due. Mortgagors shall have the right to provide such insurance through a policy or policies independently obtained and paid for by Mortgagors or through an existing policy, Mortgagee may, for reasonable cause, refuse to accept any policy of insurance obtained by Mortgagors. Mortgagors shall give immediate notice in writing to Mortgagee of any loss or damage to the mortgaged property from any cause whatever. If Mortgagors fail to keep said property insured as above specified, Mortgagee may insure said property (but Mortgagee is not obligated to do so) for its insurable value against loss by fire, wind and other hazards for the benefit of Mortgagors and Mortgagee or for the benefit of Mortgagee alone, at Mortgagee's election. The proceeds of such insurance shall be paid by the insurer to Mortgagee, which is hereby granted full power to settle and compromise claims under all policies, to endorse in the name of Mortgagors any check or draft representing the proceeds of any

NTS DOC STANDS PD @ ESC CO \$1400.00

06/28/02 ERNIE LEE MAGNAN CLERK

By: Sallye Arnold

INTANGIBLE TAX PD @ ESC CO \$ 800.00

06/28/02 ERNIE LEE MAGNAN CLERK

By: Sallye Arnold

28250  
140000  
80000

Prepared by:  
Stephen R. Moorhead, Esquire  
McDonald, Fleming, Moorhead, Ferguson, Green & Smith, LLP  
4300 Bayou Blvd., Suite 13  
Pensacola, FL 32503

File No.: 02-9411

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

**REAL ESTATE MORTGAGE AND SECURITY AGREEMENT**

Mortgagors (last name(s) first):

East Hill Apartments, LLC, a Florida

limited liability company

1920 E. Hatton Street

Mailing Address

Pensacola FL 32503

City State Zip

Mortgagee:

Bank of Pensacola

400 West Garden Street

Pensacola, FL 32501

THIS MORTGAGE IS TO BE FILED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY AND SHALL  
CONSTITUTE A FIXTURE FILING IN ACCORDANCE WITH THE PROVISIONS OF SECTION 679 OF THE  
FLORIDA STATUTES.

Known All Men By These Presents: That whereas East Hill Apartments, LLC, a Florida limited liability  
company (whether one or more, hereinafter called the "Borrower") has become justly indebted to Bank of Pensacola  
with offices in Pensacola, Florida, (together with its successors and assigns, hereinafter called "Mortgagee") in the sum  
of Four Hundred Thousand and NO/100 Dollars (\$400,000.00) 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: N/A).

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  
Four Hundred Thousand and NO/100 DOLLARS (\$400,000.00) made by "Borrower" 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 Eight Hundred Thousand and NO/100 DOLLARS (\$800,000.00); 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/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).

Prepared by and return to:  
John P. Daniel, Esq.  
Beggs & Lane, LLP  
P. O. Box 12950 (32591-2950)  
501 Commendencia Street  
Pensacola, Florida 32502

### General Warranty Deed

THIS DEED is made and given this 18th day of January, 2007, by

**East Hill Apartments, LLC**, whose address is 4771 Bayou Boulevard, Suite 159, Pensacola, Florida 32503, hereinafter called the grantor, to

**J. Nixon Daniel, III and Randy C. Ashcraft, as tenants in common in equal undivided interests**, whose mailing address is P. O. Box 12950, Pensacola, Florida 32591-2950, hereinafter called the grantee:

**Witnesseth**, that the grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain real property situate in Escambia County, Florida, viz:

The West 10 feet of Lot numbered 8 and all of Lots numbered 13, 14 and 15, in Block 236, LESS the West 10 feet of the North 87.4 feet of Lot 8, all in the New City Tract, in the City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906, and also the South 45.1 feet of Lot 7, Block 236, of the New City Tract, in the City of Pensacola, Escambia County, Florida, according to the map of said City copyrighted by Thomas C. Watson in 1906.

Subject to that certain Mortgage executed by East Hill Apartments, LLC, in favor of Bank of Pensacola, a Florida banking corporation, dated June 17, 2002, recorded in Official Records Book 4928, page 173, and that certain Assignment of Rents and Leases dated June 17, 2002, recorded in Official Records Book 4928, Page 179, all of the Public Records of Escambia County, Florida, securing a note in the original principal amount of \$400,000.00.

Parcel ID Number: 000S00-9025-008-236

**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, 2006.

(Whenever used herein the term "grantor" and "grantee" shall be used for singular or plural, natural or artificial, which terms shall include the heirs, legal representatives, successors and assigns of grantor and grantee whenever the context so requires or admits.)

**In Witness Whereof**, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Printed Name

John P. Daniel

Witness Printed Name

Deborah C. Patch

**EAST HILL APARTMENTS, LLC,**  
a Florida limited liability company

By Keeper Properties and Management, Inc.,  
a Florida corporation,  
Its Managing Member

By:

Billy H. Montgomery  
Billy H. Montgomery, President

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of January, 2007, by Billy H. Montgomery, the President of Keeper Properties and Management, Inc., a Florida corporation, on behalf of the corporation as the Managing Member of East Hill Apartments, LLC, a Florida limited liability company, on behalf of the company. Such person is personally known to me or has produced his current Florida driver's license as identification.



**DEBORAH A. DULANEY**  
Notary Public  
State of Florida  
My Comm. Exp. April 6, 2010  
Comm. # DD 53777

Deborah A. Dulaney  
Notary Public

Print Name: Deborah A. Dulaney

My Commission

Expires: 4/6/10

# 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: 7-1-2013

TAX ACCOUNT NO.: 14-1978-000

CERTIFICATE NO.: 2010-11415

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

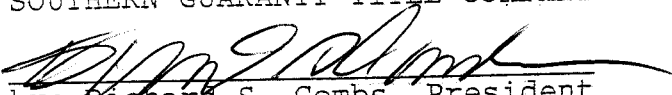
      X   Notify City of Pensacola, P.O. Box 12910, 32521  
      X   Notify Escambia County, 190 Governmental Center, 32502  
      X   Homestead for        tax year.

J. Nixon Daniel, III  
Randy C. Ashcraft  
P.O. Box 12950  
Pensacola, FL 32591-2950

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

Certified and delivered to Escambia County Tax Collector,  
this 8th day of January, 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.



**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 10051

January 7, 2013

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

1. Mortgage executed by East Hill Apartments, LLC to Coastal Bank & Trust formerly Bank of Pensacola, dated 06/17/2002 and recorded in Official Record Book 4928 on page 173 of the public records of Escambia County, Florida. given to secure the original principal sum of \$400,000.00. Assignment of Rents and Leases recorded in O.R. Book 4928, page 179. Modification and Assumption Agreement recorded in O.R. Book 6094, page 1549.
2. Taxes for the year 2009-2011 delinquent. The assessed value is \$120,731.00. Tax ID 14-1978-000.

PLEASE NOTE THE FOLLOWING:

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

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 10051

January 7, 2013

**South 45.1 feet of Lot 7 and of West 10 feet of Lot 8 and all Lots 13, 14 and 15, Block 236,  
New City Tract.**

# **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.: 10051

January 7, 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 01-07-1993, through 01-07-2013, and said search reveals the following:

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

J. Nixon Daniel III and Randy C. Ashcraft

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: 

January 7, 2013

**PAM CHILDERS**  
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

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Case: 2010 TD 011415



00091442818

Dkt: TD82 Pg#:

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17

**Original Documents Follow**



# CASHIER'S CHECK

06/03/2013

61-1/620

5500800475

J. Nixon Daniel /

Purchaser / Purchased For

ELEVEN THOUSAND TWO HUNDRED FOUR DOLLARS AND 87 CENTS

PAY TO THE ORDER OF: Escambia County Clerk of Court

\$11,204.87

Regions Bank

*Amanda Ford*  
Authorized Signature

Security  
Features  
Details on  
Back  
Branch FL00001  
CC001100

⑈5500800475⑈ ⑆06200019⑆ 0000742651⑈

7009 2250 0003 8664 2839

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Postage	\$ 0.46
Certified Fee	3.10
Return Receipt Fee (Endorsement Required)	2.55
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.11



Sent To  
 Street, Apt. No.,  
 or PO Box No.  
 City, State, ZIP+4

J NIXON DANIEL III [13-485]  
 P O BOX 12950  
 PENSACOLA FL 32591

PS Form 3800

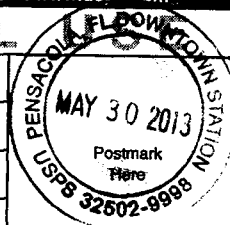
7009 2250 0003 8664 2853

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Return Receipt Fee (Endorsement Required)	2.55
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.11



Sent To  
 Street, Apt. No.,  
 or PO Box No.  
 City, State, ZIP+4

RANDY C ASHCRAFT [13-485]  
 P O BOX 12950  
 PENSACOLA FL 32591

PS Form 3800, Aug

7009 2250 0003 8664 2860

U.S. Postal Service  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
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For delivery information visit our website at [www.usps.com](http://www.usps.com).

**OFFICIAL USE**

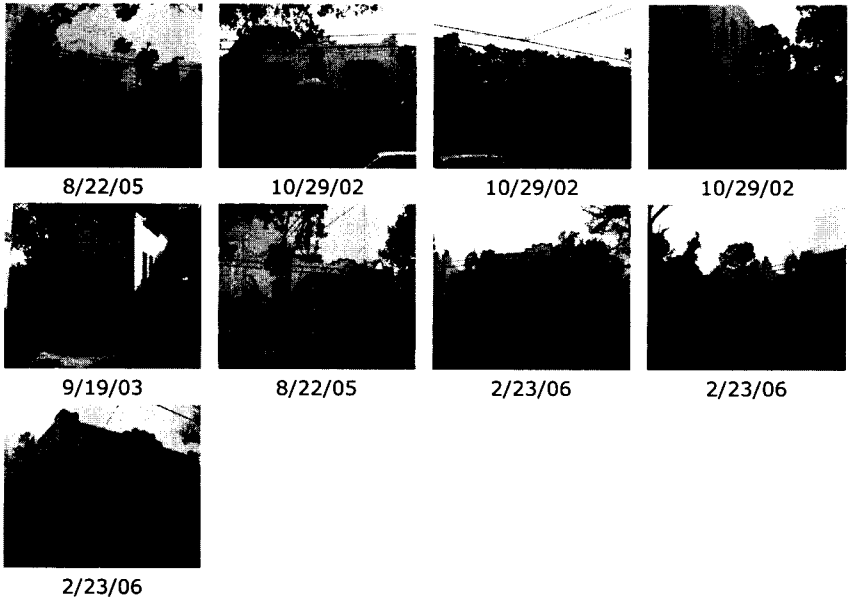
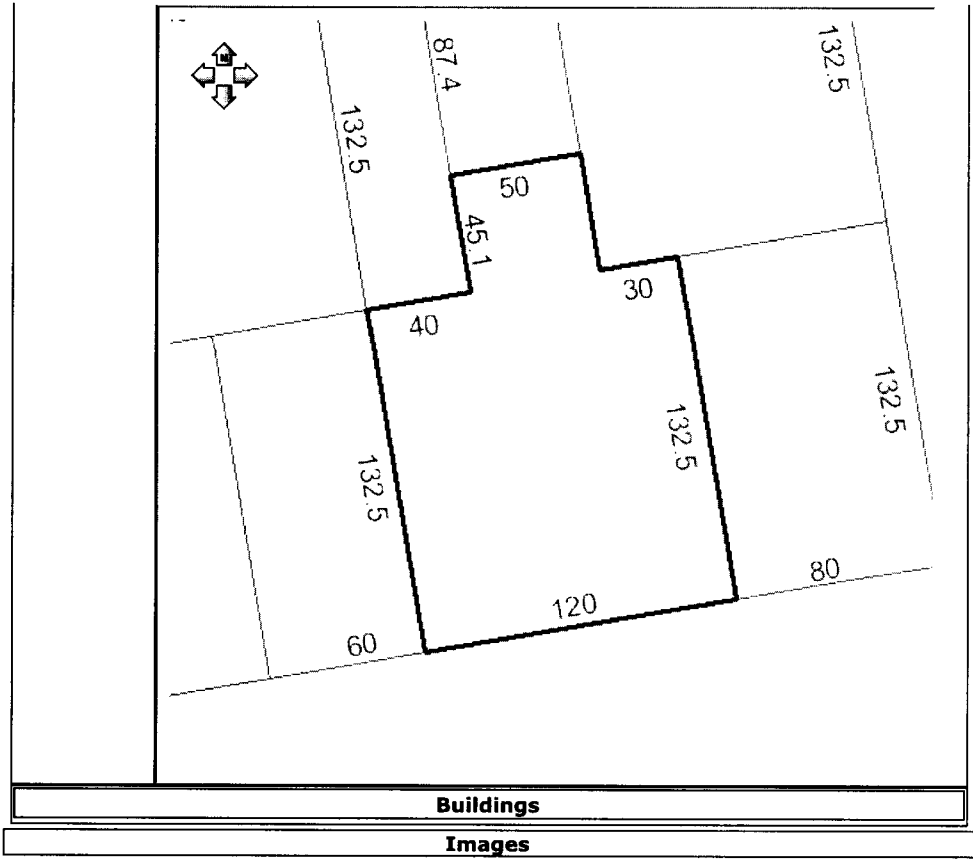
Postage	\$ 0.46
Certified Fee	3.10
Return Receipt Fee (Endorsement Required)	2.55
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.11



Sent To  
 Street, Apt. No.,  
 or PO Box No.  
 City, State, ZIP+4

COASTAL BANK & TRUST [13-485]  
 FKA BANK OF PENSACOLA  
 125 W ROMANA ST, 4TH FLOOR  
 PENSACOLA, FL 32502

PS Form 3800, A



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

Last Updated: 11/02/2012 (tc.2613)



# Chris Jones

## Escambia County Property Appraiser

Real Estate Search | Tangible Property Search | Amendment 1 Calculations

[Back](#)

**Navigate Mode** ☒ **Account**  
☐ **Reference**

[Printer Friendly Version](#)

<b>General Information</b> <b>Reference:</b> 000S009025008236 <b>Account:</b> 141978000 <b>Owners:</b> DANIEL J NIXON III 1/2 INT ASHCRAFT RANDY C 1/2 INT <b>Mail:</b> PO BOX 12950 PENSACOLA, FL 325912950 <b>Situs:</b> 1812 E LAKEVIEW ST 32503 <b>Use Code:</b> VACANT RESIDENTIAL <input checked="" type="checkbox"/> <b>Taxing Authority:</b> PENSACOLA CITY LIMITS <b>Tax Inquiry:</b> <a href="#">Open Tax Inquiry Window</a> Tax Inquiry link courtesy of Janet Holley, Escambia County Tax Collector					<b>2012 Certified Roll Assessment</b> <b>Improvements:</b> \$0 <b>Land:</b> \$120,731 <b>Total:</b> \$120,731 <b>Save Our Homes:</b> \$0  <a href="#">Disclaimer</a>  <a href="#">Amendment 1 Calculations</a>																													
<b>Sales Data</b>					<b>2012 Certified Roll Exemptions</b> None																													
<table border="1"> <thead> <tr> <th>Sale Date</th> <th>Book</th> <th>Page</th> <th>Value</th> <th>Type</th> <th>Official Records (New Window)</th> </tr> </thead> <tbody> <tr> <td>01/2007</td> <td>6076</td> <td>1386</td> <td>\$550,000</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>06/2002</td> <td>4928</td> <td>171</td> <td>\$495,000</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>07/1990</td> <td>2882</td> <td>919</td> <td>\$180,000</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> <tr> <td>08/1988</td> <td>2599</td> <td>511</td> <td>\$166,000</td> <td>WD</td> <td><a href="#">View Instr</a></td> </tr> </tbody> </table>	Sale Date	Book	Page	Value	Type	Official Records (New Window)	01/2007	6076	1386	\$550,000	WD	<a href="#">View Instr</a>	06/2002	4928	171	\$495,000	WD	<a href="#">View Instr</a>	07/1990	2882	919	\$180,000	WD	<a href="#">View Instr</a>	08/1988	2599	511	\$166,000	WD	<a href="#">View Instr</a>	<b>Legal Description</b> <input checked="" type="checkbox"/> S 45 1/10 FT OF LT 7 AND OF W 10 FT OF LT 8 AND ALL LTS 13 14 15 BLK 236 NEW CITY TRACT...		<b>Extra Features</b> None	
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Official Records Inquiry courtesy of Ernie Lee Magaha, Escambia County Clerk of the Court																																		
<b>Parcel Information</b>																																		
<a href="#">Restore Map</a> <a href="#">Get Map Image</a> <a href="#">Launch Interactive Map</a>																																		
<b>Section Map Id:</b> CA038  <b>Approx. Acreage:</b> 0.4200  <b>Zoned:</b> <input checked="" type="checkbox"/> R-1AAA																																		



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

**Tax Deed - Redemption Calculator**

**Account: 141978000 Certificate Number: 011415 of 2010**

Redemption	<input type="button" value="No"/>	Application Date	<input type="text" value="10/17/2012"/>	Interest Rate	<input type="text" value="18%"/>
Final Redemption Payment ESTIMATED			Redemption Overpayment ACTUAL		
Auction Date <input type="text" value="07/01/2013"/>			Redemption Date <input type="text" value="07/01/2013"/>		
Months	9		9		
Tax Collector	<input type="text" value="\$9,433.39"/>		<input type="text" value="\$0.00"/>		
Tax Collector Interest	<input type="text" value="\$1,273.51"/>		<input type="text" value="\$0.00"/>		
Tax Collector Fee	<input type="text" value="\$6.25"/>		<input type="text" value="\$0.00"/>		
Total Tax Collector	<input type="text" value="\$10,713.15"/>		<input type="text" value="\$0.00"/>		
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	<input type="text" value="\$54.14"/>		<input type="text" value="\$0.00"/>		
Total Clerk	<input type="text" value="\$455.14"/>		<input type="text" value="\$0.00"/>		
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"/>		
Total Redemption Amount	<input type="text" value="\$11,268.29"/>		<input type="text" value="\$0.00"/>		
Repayment Overpayment Refund Amount			<input type="text" value="\$11,268.29"/>		

Notes: 
 ACTUAL SHERIFF \$40.00 - NO SERVES/ONLY POST/ COM FEE \$




- Left VM for Nixon

**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>1468522</b>	Receipt Date	<b>11/02/2012</b>
Case Number	<b>2010 TD 011415</b>		
Description	<b>TC 12, LLC VS</b>		
Action	<b>TAX DEED APPLICATION</b>		
Judge			
Received From	<b>TC12 LLC BUYTHISTAXLIEN.COM</b>		
On Behalf Of	<b>TC 12, LLC</b>		

Total Received	<b>401.00</b>
Net Received	<b>401.00</b>
Change	<b>0.00</b>

<b>Receipt Payments</b>	<b>Amount</b>	<b>Reference Description</b>
<b>Check</b>	<b>401.00</b>	<b>3057</b>

<b>Receipt Applications</b>	<b>Amount</b>
<b>Holding</b>	<b>341.00</b>
<b>Service Charge</b>	<b>60.00</b>

Deputy Clerk:	mkj	Transaction Date	11/02/2012 14:38:45
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Comments

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



**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 011415**

**Redeemed Date 06/04/2013**

**Name J NIXON DANIEL P O BOX 12950 PENSACOLA FL 32591**

<input type="checkbox"/> Clerk's Total = TAXDEED	\$455.14
<input type="checkbox"/> Due Tax Collector = TAXDEED	\$10,719.40
<input type="checkbox"/> Postage = TD2	\$18.33
<input type="checkbox"/> ResearcherCopies = TD6	\$12.00

**• For Office Use Only**

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
06/01/2010	TAXDEED	TAX DEED CERTIFICATES Receipt: 1468522 Date: 11/02/2012	341.00	0.00	
06/01/2010	TD1	TAX DEED APPLICATION Receipt: 1468522 Date: 11/02/2012	60.00	0.00	
11/21/2012	TD83	TAX COLLECTOR CERTIFICATION	0.00	0.00	
01/28/2013	TD82	O & E REPORT	0.00	0.00	

**FINANCIAL SUMMARY**

Rcd	Docket Application	Owed	Paid	Dismissed	Due
1	Service Charge	\$60.00	\$60.00	\$0.00	\$0.00
2	Holding	\$341.00	\$341.00	\$0.00	\$0.00
	<b>TOTAL</b>	<b>\$401.00</b>	<b>\$401.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**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 July 1, 2013, 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 **TC 12, LLC** holder of **Tax Certificate No. 11415**, 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:

**S 45 1/10 FT OF LT 7 AND OF W 10 FT OF LT 8 AND ALL LTS 13 14 15 BLK 236 NEW CITY TRACT OR 6076 P 1386 CA 38**

**SECTION 00, TOWNSHIP 0 S, RANGE 00 W**

**TAX ACCOUNT NUMBER 141978000 (13-485)**

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

**J NIXON DANIEL III and RANDY C ASHCRAFT**

Unless said certificate shall be redeemed according to law, the property described therein will be sold to the highest bidder at the courthouse door at 9:00 A.M. on the **first** Monday in the month of July, which is the **1st day of July 2013**.

Dated this 30th day of May 2013.

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

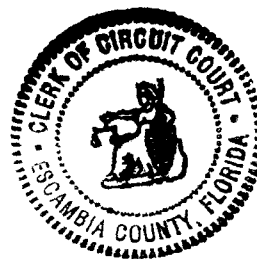
**PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA**

**Post Property:**

**1812 E LAKEVIEW ST**

By:

Maryline Avila  
Deputy Clerk



**ESCAMBIA COUNTY SHERIFF'S OFFICE**  
**ESCAMBIA COUNTY, FLORIDA**

**NON-ENFORCEABLE RETURN OF SERVICE**

**Document Number:** ECSO13CIV026411NON

**Agency Number:** 13-008930

**Court:** TAX DEED

**County:** ESCAMBIA

**Case Number:** CERT NO 11415, 2010

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEEDS

**Plaintiff:** RE: J NIXON DANIEL III AND RANDY C ASHCRAFT

**Defendant:**

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

Received this Writ on 5/29/2013 at 10:19 AM and served same at 11:45 AM on 5/30/2013 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY , the within named, to wit: , .

POSTED TO PROPERTY PER CLERKS INSTRUCTIONS

DAVID MORGAN, SHERIFF  
ESCAMBIA COUNTY, FLORIDA

By: K. Lucas 921

K. LUCAS, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: LCMITCHE

13-485

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p>RANDY C ASHCRAFT [13-485] P O BOX 12950 PENSACOLA FL 32591</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>BOBBY MURPHY 5-31-13</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7009 2250 0003 8664 2853</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
PS Form 3811, February 2004		102595-02-M-1540	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<p>1. Article Addressed to:</p> <p>COASTAL BANK &amp; TRUST [13-485] FKA BANK OF PENSACOLA 125 W ROMANA ST, 4TH FLOOR PENSACOLA, FL 32502</p>		<p>A. Signature <input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) C. Date of Delivery</p> <p>R. BRAXSON 5/31/13</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>If YES, enter delivery address below:</p>	
<p>2. Article Number (Transfer from service label)</p> <p>7009 2250 0003 8664 2860</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
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<p>2. Article Number (Transfer from service label)</p> <p>7009 2250 0003 8664 2839</p>		<p>3. Service Type</p> <p><input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail</p> <p><input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise</p> <p><input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.</p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>	
PS Form 3811, February 2004		102595-02-M-1540	

# THE ESCAMBIA SUN-PRESS, LLC



PUBLISHED WEEKLY SINCE 1948

(Warrington) Pensacola, Escambia County, Florida

## STATE OF FLORIDA

County of Escambia

Before the undersigned authority personally appeared  
Michael J. Driver

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

NOTICE in the matter of SALE  
JULY 1, 2013 - TAX CERTIFICATE #11415

                     in the CIRCUIT Court  
was published in said newspaper in the issues of                       
MAY 30, JUNE 6, 13, 20, 2013

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

Michael J. Driver

PUBLISHER

Sworn to and subscribed before me this 20<sup>TH</sup>  
day of JUNE A.D., 2013

Denise G. Turner

DENISE G. TURNER

NOTARY PUBLIC

Denise G. Turner  
Notary Public  
State of Florida

My Commission Expires 08/24/2016  
My Commission No. EE 207775

### NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That  
TC 12, LLC holder of Tax Certificate  
No. 11415, issued the 1st day of June,  
A.D., 2010 has filed same in my office  
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to be issued thereon. Said certificate  
embraces the following described  
property in the County of Escambia,  
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S 45 1/10 FT OF LT 7 AND OF W 10  
FT OF LT 8 AND ALL LTS 13 14 15  
BLK 236 NEW CITY TRACT OR  
6076 P 1386 CA 38

SECTION 00, TOWNSHIP 0 S,  
RANGE 00 W

TAX ACCOUNT NUMBER  
141978000 (13-485)

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highest bidder at the courthouse door at  
9:00 A.M. on the first Monday in the  
month of July, which is the 1st day of  
July 2013.

Dated this 30th day of May 2013.

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

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA  
(SEAL)

By: Maryline Avila  
Deputy Clerk

oaw-4w-5-30-6-6-13-20-2013