

## Notice to Tax Collector of Application for Tax Deed

**TO: Tax Collector of Escambia County**

In accordance with Florida Statutes, I,

**DBW TL HOLDCO 2013 LLC DBW TL HOLDCO 2013  
LLC  
10 NORTH PARK PLACE  
SUITE 300  
MORRISTOWN, New Jersey, 07960**

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>
12283	17-0010-526	06/01/2010	28-2S2-610 UNIT B-1 BAYWATCH CONDO PHASE 2 ALSO 1/48 INT IN COMMON ELEMENTS OR 4538 P 943 SHEET 1A

**2012 TAX ROLL**

LUTHER FAMILY LIMITED PARTNERSHIP  
26 MARQUARDT LN  
GROTON , Connecticut 06340

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.

towercap (Donna Ernwein)

Applicant's Signature

07/28/2013

Date

## TAX COLLECTOR'S CERTIFICATION

13-873  
Application  
Date / Number  
Jul 28, 2013 / 130656

This is to certify that the holder listed below of Tax Sale Certificate Number **2010 / 12283**, 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: 17-0010-526**

**Certificate Holder:**

DBW TL HOLDCO 2013 LLC DBW TL HOLDCO 2013 LLC  
10 NORTH PARK PLACE  
SUITE 300  
MORRISTOWN, NEW JERSEY 07960

**Property Owner:**

LUTHER FAMILY LIMITED PARTNERSHIP  
26 MARQUARDT LN  
GROTON, CONNECTICUT 06340

**Legal Description:** 28-2S2-610

UNIT B-1 BAYWATCH CONDO PHASE 2 ALSO 1/48 INT IN COMMON ELEMENTS OR 4538 P 943 SHEET 1A

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	12283	06/01/10	\$1,561.88	\$0.00	\$78.09	\$1,639.97

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

Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2013	10245.0000	06/01/13	\$2,307.44	\$6.25	\$115.37	\$2,429.06
2012	11215.0000	06/01/12	\$1,797.42	\$6.25	\$94.36	\$1,898.03
2011	11805.0000	06/01/11	\$1,666.79	\$6.25	\$153.48	\$1,826.52
2009	11467	06/01/09	\$2,109.70	\$6.25	\$747.19	\$2,863.14

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

\$10,656.72
\$0.00
\$150.00
\$75.00
\$10,881.72
\$10,881.72
\$6.25

\*Done this 28th day of July, 2013

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Bra [Signature]

Date of Sale: December 9, 2013

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

EXHIBIT A

Unit B-1, Building B, Phase 2, Baywatch, a Condominium (the "Condominium"), according to the Declaration of Condominium dated the 6th day of June, 1985, and recorded on June 14, 1985, under Comptroller's File for Record No. 376340 and in Official Record Book 2077, at Pages 13 through 251, as amended by Supplemental Declarations of Condominium to add subsequent Phases 2, 3, 4, 5, 6, 7 and 8, respectively, and with the Supplemental Declarations for Phases 2, 3 and 4, each dated June 6, 1985, and being recorded in Official Record Book 2077, Pages 252, 301 and 336, respectively, and with Supplemental Declarations for Phases 5, 6, 7 and 8 each being dated June 27, 1986, and being recorded in Official Record Book 2250, Pages 351, 384, 417 and 447, respectively, which has been established upon a portion of the leasehold estate described in an Amended Lease Agreement ("Amended Lease") wherein the Santa Rosa Island Authority, an agency of Escambia County, Florida, is the Lessor ("Lessor") and Grace B. Futch is the Lessee, and which is dated February 25, 1982, and recorded in Official Record Book 1624, at Pages 400 through 409, all of the public records of Escambia County, Florida.

PROPERTY IDENTIFICATION NUMBER: 28-2S-26-1015-001-002

Instrument 00222046

Filed and recorded in the  
public records  
JULY 20, 1995  
at 03:32 P.M.  
in Book and Page noted  
above or herein  
and record verified  
JIM MOYE,  
COMPTROLLER  
Escambia County,  
Florida

22. Special provision (if any). This is a second mortgage, subject only to a first mortgage dated \_\_\_\_\_  
executed by \_\_\_\_\_  
in favor of \_\_\_\_\_  
in the principal sum of \$ \_\_\_\_\_, which mortgage was recorded on \_\_\_\_\_  
Official Records Book \_\_\_\_\_ at Page \_\_\_\_\_, of the Public Records of \_\_\_\_\_  
County, Florida. Mortgagor agrees not to create or permit the creation of any other mortgage, charge, lien or encumbrance against the  
mortgaged property or any portion thereof (except the first mortgage identified above and this mortgage) without obtaining the written  
consent of Mortgagee.

IN WITNESS WHEREOF, Mortgagor has executed this mortgage as of the date first stated above.  
WITNESSES TO ALL SIGNATURES: \_\_\_\_\_ MORTGAGOR(S): \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
(TYPE OR PRINT NAME) \_\_\_\_\_

RANDALL SCOTT LUTHER  
92 KILLINGWORTH TPKE  
CLINTON CT 06413

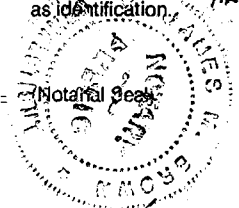
SIGNATURE \_\_\_\_\_  
(TYPE OR PRINT NAME) \_\_\_\_\_

MARTHA A LUTHER  
92 KILLINGWORTH TPKE  
CLINTON CT 06413

Leon Brown  
Leon Brown  
K G Kuzak  
K G KRUZEK } WITNESSES

CONNECTICUT (INDIVIDUAL ACKNOWLEDGEMENT)  
STATE OF FLORIDA  
COUNTY OF HARTFORD

The foregoing instrument was acknowledged before me this 18th day of JULY, 1995  
by RANDALL S. LUTHER AND MARTHA A. LUTHER who is personally  
known to me or who has produced VALID CONNECTICUT DRIVERS LICENSES  
as identification. HAVE



SIGNATURE \_\_\_\_\_

Notary Public

(TYPE OR PRINT NAME) \_\_\_\_\_

James M. Brown

Title or Rank: \_\_\_\_\_

Notary Public

Serial number, if any: \_\_\_\_\_

MY COMMISSION EXPIRES DECEMBER 31, 1998

CONNECTICUT (CORPORATE ACKNOWLEDGEMENT)  
STATE OF FLORIDA  
COUNTY OF HARTFORD

The foregoing instrument was acknowledged before me this 18th day of JULY, 1995  
by MARTHA A. LUTHER of NA  
a \_\_\_\_\_ corporation, on behalf of the corporation  
He/she is personally known to me or has produced \_\_\_\_\_  
as identification.

(Notarial Seal)

SIGNATURE \_\_\_\_\_

Notary Public

(TYPE OR PRINT NAME) \_\_\_\_\_

Title or Rank: \_\_\_\_\_

Serial number, if any: \_\_\_\_\_

OR BK3803 Pg0760  
INSTRUMENT 00222046

13. **Enforcement and collection expenses.** Mortgagor shall pay all expenses, including attorney's fees, reasonably incurred by Mortgagee with respect to collection of the indebtedness secured hereby or enforcement of Mortgagee's rights hereunder (including foreclosure or other litigation expenses and also including such costs and attorney's fees as may be incurred on appeal), arising out of any default by Mortgagor, and the amount thereof shall become part of the indebtedness secured hereby, shall, at the option of Mortgagee, become immediately due and payable, and shall bear interest at the highest lawful rate specified in any note evidencing any indebtedness secured hereby.

14. **Acceleration upon default.** If Mortgagor fails to pay any indebtedness secured hereby promptly when due (or within such grace period as may be provided in the note or notes evidencing the indebtedness), or if Mortgagor materially breaches any other covenant herein or otherwise materially defaults hereunder, then Mortgagee may declare all indebtedness secured hereby to be accelerated and immediately due and payable. Mortgagee's failure to declare an acceleration shall not impair the right to do so in the event of a continuing or subsequent breach or default.

15. **Acceleration upon transfer of mortgaged property.** If all or any part of the mortgaged property or an interest therein is sold or transferred by Mortgagor in any manner whatsoever without Mortgagee's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this mortgage except a wrap-around 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 pursuant to a court order entered in proceedings for the dissolution of the marriage of tenants by the entirety, directing that the mortgaged property be transferred to one of the parties thereto; or (d) the grant of any leasehold interest of three (3) years or less not containing an option to purchase, Mortgagee may, at Mortgagee's option, declare all of the sums secured by this mortgage to be accelerated and immediately due and payable. Mortgagee shall have waived such option to accelerate if, and only if, prior to the sale or transfer, Mortgagee and the person or persons to whom the property is to be sold or transferred reach agreement in writing that (i) the credit and such other matters as may be required by Mortgagee (including, without limitation, Mortgagee's approval of the skill, knowledge, ability, business performance, and experience) of such person or persons is satisfactory to Mortgagee, and (ii) the interest payable on the sums secured by this mortgage shall be at such rate as Mortgagee in its sole discretion shall determine; and (iii) Mortgagee shall have received payment of such amount as an assumption fee as Mortgagee in its sole discretion shall determine. In determining such rate or payment, or both, Mortgagee may, but is not required to, consider the Mortgagee's costs actually incurred, the creditworthiness of the transferee, the protection of Mortgagee's security, the profitability of Mortgagee's loan portfolio, or any one or more of the foregoing. Mortgagee's right to accelerate this mortgage upon any sale or transfer of the mortgaged property or any interest therein is included in this mortgage as a material inducement to Mortgagee's making the loan or loans secured hereby and has been relied upon by Mortgagee in establishing the terms and conditions thereof; accordingly, the limitations contained in this paragraph shall be strictly construed against the Mortgagor and Mortgagor's successor(s) in interest and in favor of Mortgagee. If Mortgagee has waived the option to accelerate provided in this paragraph, and if Mortgagor's successor(s) in interest executes a written assumption agreement, in form and substance satisfactory to Mortgagee, undertaking to pay all indebtedness secured hereby and to perform all obligations set forth herein, and if Mortgagor's successor(s) in interest executes such other agreements as Mortgagee may reasonably require, Mortgagee shall release Mortgagor from all obligations under this mortgage and the note. If Mortgagee has not waived its option to accelerate as provided in this paragraph, Mortgagee may deal with the successor or successors in interest without in any way discharging or reducing Mortgagor's liability for Mortgagor's obligations secured hereby.

16. **No waiver.** No delay by Mortgagee in exercising any option, right, or remedy hereunder or otherwise afforded by law shall waive or preclude the exercise thereof during the continuance of any breach or default hereunder. No waiver by Mortgagee of any provision, breach, or default shall be a waiver of any other provision or a consent to any subsequent breach or default.

17. **Default under other mortgages.** If the mortgaged property or any part thereof is now or hereafter encumbered by any other mortgage held by Mortgagee, then, at the option of Mortgagee, any default hereunder shall also be a default under each and all of such other mortgages, and any default under any of such other mortgages shall also, at Mortgagee's option, be a default hereunder. Any default by Mortgagor in any term, covenant, or provision of any other mortgage held by any other party that may now or hereafter encumber the mortgaged property, or any part thereof, shall, at the option of Mortgagee, also constitute a default hereunder.

18. **Extensions, leniencies, and releases.** Mortgagee may grant extensions of time for payment and other leniencies with respect to any indebtedness secured hereby, and may waive or fail to enforce any of Mortgagee's rights hereunder, and may release a portion or portions of the mortgaged property from the lien hereof, without releasing or diminishing the obligation or liability of any person constituting Mortgagor, or any guarantor or endorser.

19. **Subrogation.** Mortgagee shall be subrogated to the lien (notwithstanding its release of record) of any vendor, mortgagee, or other lienholder paid or discharged by the proceeds of any loan or advance made by Mortgagee to Mortgagor and secured hereby.

20. **Release or satisfaction.** Whenever there is no outstanding obligation secured hereby and no commitment to make advances, Mortgagee shall on written demand by Mortgagor give a release hereof, in recordable form.

21. **General provisions.** The singular shall include the plural and any gender shall be applicable to all genders when the context permits or implies. If more than one person constitutes Mortgagor, their covenants and obligations hereunder shall be joint and several. Mortgagee's rights expressed herein are in addition to and cumulative of any other rights and remedies provided by law. When the context permits, the terms "Mortgagor" and "Mortgagee" shall extend to and include their respective heirs, legal representatives, successors, and assigns. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance. Time is of the essence.

2. **Secured indebtedness; future advances; maximum amount and time.** This mortgage shall secure (a) the initial indebtedness of Mortgagor (and each of them, if more than one) to Mortgagee, as evidenced by a negotiable Promissory Note of even date herewith, executed by Mortgagor and payable to Mortgagee, in the amount specified above, (b) any future advances made by Mortgagee to Mortgagor (or any of them, if more than one), and (c) all other indebtedness of Mortgagor (and each of them, if more than one) to Mortgagee, however and wherever incurred or evidenced, whether primary, secondary, direct, indirect, absolute, contingent, sole, joint or several, due or to become due, or which may be hereafter contracted or acquired, whether arising in the ordinary course of business or otherwise. The total amount of indebtedness secured hereby may decrease or increase from time to time, but the total unpaid balance so secured at any one time shall not exceed the maximum principal amount specified above, plus interest thereon, and any disbursements made for the payment of taxes, levies, or insurance on the mortgaged property, and for maintenance, repair, protection, and preservation of the mortgaged property, with interest on such disbursements, all as provided in this mortgage. This mortgage shall not secure any future advances made more than twenty years from the date hereof.

3. **Payment of secured indebtedness.** Mortgagor shall pay all indebtedness and perform all obligations secured hereby promptly when due. However, if any party signing this mortgage has not executed, endorsed, or guaranteed any promissory note or notes secured by this mortgage, then such party shall have no personal liability under or in connection with such promissory note or notes.

4. **Title covenants.** Mortgagor covenants that the mortgaged property is free from all encumbrances (other than this mortgage) except as may be specifically stated herein, that lawful seisin of and good right to encumber the mortgaged property are vested in Mortgagor, and that Mortgagor hereby fully warrants the title to the mortgaged property and will defend the same against the lawful claims of all persons whomsoever.

5. **Improvements, fixtures, etc.** This mortgage extends to and shall encumber all buildings, improvements, fixtures or appurtenances now or hereafter erected or existing upon the mortgaged property, including all elevators and all gas, steam, electric, water, cooking, refrigerating, lighting, plumbing, heating, air conditioning, ventilation, and power systems, machines, appliances, fixtures, and appurtenances, even though they be detached or detachable, all of which shall be deemed part of the mortgaged property.

6. **Maintenance and repair.** Mortgagor shall permit, commit, or suffer no waste, impairment, or deterioration of the mortgaged property. Mortgagor shall maintain the mortgaged property in good condition and repair. If Mortgagor fails to do so, then Mortgagee, without waiving the option to foreclose, may take some or all measures that Mortgagee reasonably deems necessary or desirable for the maintenance, repair, preservation, or protection of the mortgaged property, and any expenses reasonably incurred by Mortgagee in so doing shall become part of the indebtedness secured hereby, shall, at the option of the Mortgagee, become immediately due and payable, and shall bear interest at the highest lawful rate specified in any note evidencing any indebtedness secured hereby. Mortgagee shall have no obligation to care for and maintain the mortgaged property, or, having taken some measures therefor, to continue the same or take other measures. If this mortgage covers a unit in a condominium or a planned unit development, Mortgagor shall perform all of Mortgagor's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development and constituent documents.

7. **Hazard insurance.** If any buildings now or hereafter constitute part of the mortgaged property, Mortgagor shall keep the same insured against loss or damage by fire and other hazards included within the term "extended coverage," and against such other hazards as Mortgagee may require, in the full insurable value thereof (or such lesser amount as Mortgagee may authorize in writing), with an insurer of high financial reputation and to which Mortgagee has no reasonable objection. The policy or policies of insurance shall contain a standard mortgagee clause in favor of Mortgagee and shall be delivered to Mortgagee. Mortgagor shall pay all premiums and charges for the maintenance and renewal of the insurance, and shall furnish Mortgagee with receipts and proofs thereof not less than ten days before the expiration thereof, without notice or demand from Mortgagee. If Mortgagor fails to do so, then Mortgagee, without waiving the option to foreclose, may obtain such insurance for the protection of Mortgagee, and any expenses reasonably incurred by Mortgagee in so doing shall become part of the indebtedness secured hereby, shall, at the option of Mortgagee, become immediately due and payable, and shall bear interest at the highest lawful rate specified in any note evidencing any indebtedness secured hereby. In the event of loss, the insurance proceeds shall be applied by Mortgagee to the reduction of the indebtedness secured hereby, or to the restoration and repair of the mortgaged property, at the option of Mortgagee. Mortgagee shall have the full power to settle or compromise claims under all policies and to demand, receive, and receipt for all monies becoming payable thereunder. In the event of foreclosure of this mortgage or transfer of the mortgaged property in full or partial satisfaction of the indebtedness secured hereby, all interest of Mortgagor in the policy or policies of insurance (including any claim to proceeds attributable to losses theretofore occurring but not yet paid to Mortgagor) shall pass to the purchaser, grantee, or transferee.

8. **Rents and profits.** This mortgage shall extend to and encumber all rents, issues, profits, proceeds, and revenues derived from the mortgaged property, but Mortgagor may receive the same while this mortgage is not in default.

9. **Receiver.** If this mortgage falls into default, Mortgagee shall be entitled to the appointment of a receiver to take charge of the mortgaged property, and the rents, issues, profits, proceeds, and revenues arising therefrom, and hold the same subject to the direction of a court of competent jurisdiction, regardless of the solvency of Mortgagor or the adequacy of the security.

10. **Taxes, assessments, and liens.** Mortgagor shall pay all taxes, assessments, liens and other charges upon or with respect to the mortgaged property before the same become delinquent, and shall furnish Mortgagee with receipts and proofs thereof at least ten days before the last day allowed for payment free from penalty, without notice or demand from Mortgagee. If Mortgagor fails to do so, then Mortgagee, without waiving the option to foreclose, may pay the same, together with any penalty that may have accrued thereon, and with any expense attending the same, including the reasonable charge for services of counsel, or for any person employed to aid in the discharge or in the matter of the adjustment thereof, or for advice in respect thereto, and any amounts so paid shall become part of the indebtedness secured hereby, shall, at the option of Mortgagee, become immediately due and payable, and shall bear interest at the highest lawful rate specified in any note evidencing any indebtedness secured hereby.

11. **Inspection.** Mortgagee and Mortgagee's representatives may enter upon the mortgaged property for inspection at all reasonable times and in a reasonable manner, both before and after default.

12. **Eminent domain.** This mortgage extends to and shall encumber any judgments, awards, damages, and settlements hereafter rendered or paid and resulting from condemnation proceedings with respect to the mortgaged property or the taking of the mortgaged property or any part thereof under the power of eminent domain, and Mortgagee may require that any sums payable to Mortgagor and arising out of the power of eminent domain with respect to the property shall be applied to the indebtedness secured hereby.

OR Bk3803 Pg0758  
INSTRUMENT 00222046

D S PD \$0.00  
Mort \$290.15 ASUM \$0.00  
JULY 20, 1995  
Jim Moye, Comptroller  
Cert. Reg. 38-2043328-2T-01  
BY: *Jim Moye* D.C.

# NationsBank®

NationsBank of Florida, N. A.

## Real Estate Mortgage

This instrument prepared by:

**KRISTIN CROUCH**

NationsBank of Florida, N.A.

400 N. Ashley Dr. 8th Floor

Tampa, FL 33602

Received \$165.69  
in payment of Taxes due on  
Class "C" Intangible Personal  
Property, pursuant to FL Statutes  
JIM MOYE,  
COMPTROLLER  
Escambia County, FL

Date: ~~27/14/95~~ July 17, 1995

JULY 18, 1995

Mortgagor (Name(s) and mailing address):

**RANDALL SCOTT LUTHER AND MARTHA A LUTHER, HIS WIFE**  
92 KILLINGWORTH TPKE  
CLINTON CT 06413

Mortgagee (Name(s) and mailing address):

**NATIONSBANK OF FLORIDA, N.A.**  
P.O. BOX 26041  
GREENSBORO, NC 27420

Amount of initial indebtedness secured hereby:

**Eighty Two Thousand Eight Hundred Forty Six and 22/100**Date final payment due: **07/28/10**

Maximum principal indebtedness, including future advances, that may be secured hereby:

**Eighty Two Thousand Eight Hundred Forty Six and 22/100**

Mortgaged property:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

**THIS IS NOT THE HOMESTEAD PROPERTY OF THE  
MORTGAGORS HEREIN**

1. **Mortgage.** In consideration of Ten Dollars and other valuable considerations received by Mortgagor (named above), Mortgagor hereby, on the date stated above, mortgages to Mortgagee (named above) the mortgaged property described herein, for the purposes identified below.

Name: THE LUTHER FAMILY LIMITED PARTNERSHIP

Control No. / Loan No: 3627-25356 / DLB 88405140-05

EXHIBIT "A"

Unit B-1, Building B, Phase 2, Baywatch, a Condominium (the "Condominium") according to the Declaration of Condominium dated the 6th day of June, 1985, and recorded on June 14, 1985, under Comptroller's File for Record No. 376340 and in Official Record Book 2077, at Pages 13 through 251, as amended by Supplemental Declarations of Condominium to add subsequent Phases 2,3,4, 5,6,7 and 8, respectively, and with the Supplemental Declarations for Phases 2,3 and 4, each dated June 6, 1985, and being recorded in Official Record Book 2077, Pages 252, 301 and 336, respectively, and with the Supplemental Declarations for Phases 5,6,7 and 8 each being dated June 27, 1986, and being recorded in Official Record Book 2250, Pages 351, 384, 417 and 447, respectively, which has been established upon a portion of the leasehold estate described in an Amended Lease Agreement ("Amended Lease") wherein the Santa Rosa Island Authority, an agency of Escambia County, Florida, is the Lessor ("Lessor") and Grace B. Futch is the Lessee, and which is dated February 25, 1982, and recorded in Official Record Book 1624, at Pages 400 through 409, all of the public records of Escambia County, Florida.

More commonly known as: 1150 Fort Pickens Road #B1, Pensacola, Florida, 32507



9. In compliance with section 101.106 of the Rules and Regulations of the Small Business Administration [13 C.F.R. 101.106], this instrument is to be construed and enforced in accordance with applicable Federal law.

10. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 26 Marquardt Lane, Groton, Connecticut 06340 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 2120 Riverfront Drive #100 Little Rock, Arkansas, 72202.

IN WITNESS WHEREOF, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

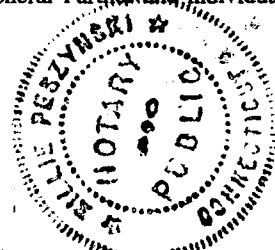
Connecticut  
STATE OF ~~FLORIDA~~ )  
COUNTY OF New London )ss

The foregoing instrument was acknowledged before me this the  
16th day of June, 2005 by  
Elbridge W. Luther, General Partner and individually  
who produced a CT Drivers License as identification.

Notary Public, State of Florida at Large CT  
My Commission Expires: \_\_\_\_\_

BILLIE PESZYNSKI  
NOTARY PUBLIC - CT  
MY COMMISSION EXPIRES NOV. 30, 2009

The Luther Family Limited Partnership  
By: Elbridge W. Luther  
Elbridge W. Luther, General Partner and individually



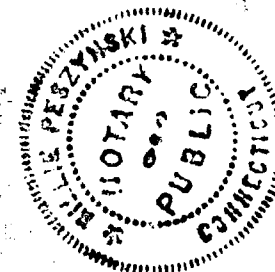
Connecticut  
STATE OF ~~FLORIDA~~ )  
COUNTY OF New London )ss

The foregoing instrument was acknowledged before me this the  
16th day of June, 2005 by  
Cherie A. Luther, General Partner and individually  
who produced a CT Drivers License as identification.

Notary Public, State of Florida at Large CT  
My Commission Expires: \_\_\_\_\_

BILLIE PESZYNSKI  
NOTARY PUBLIC - CT  
MY COMMISSION EXPIRES NOV. 30, 2009

By: Cherie A. Luther  
Cherie A. Luther, General Partner and individually



THE LUTHER FAMILY LIMITED PARTNERSHIP  
3627-25356 / DLB 88405140-05

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assigns, regardless of maturity, and the mortgagee or his assigns may before or after entry sell said property without appraisal (the mortgagor having waived and assigned to the mortgagee all rights of appraisal):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as hereinabove provided, the mortgagor or any person in possession under the mortgagor shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees; secondly, to pay the indebtedness secured hereby; and thirdly, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale hereinabove granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the *deficiency without regard to appraisal*.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property, the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts therefor to the said mortgagee.

c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or for foreclosure by mortgagee's sale, or court proceedings, or in any other litigation or proceeding affecting said premises. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For better security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property hereinabove described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by this instrument, mortgagor hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so; and such advances shall become part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this conveyance shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good repair and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof; in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof; and the full amount of each and every such payment shall be immediately due and payable and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all buildings or improvements now being erected or to be erected on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagor's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagor shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits accruing after default as security for the indebtedness secured hereby, with the right to enter upon said property for the purpose of collecting such rents and profits. This instrument shall operate as an assignment of any rentals on said property to that extent.

MAIL ANY NOTICE OF DEFAULT TO:  
U.S. SMALL BUSINESS ADMINISTRATION  
2120 Riverfront Drive #100  
Little Rock, Arkansas, 72202

THIS INSTRUMENT PREPARED BY AND MAIL TO:  
Richard J. Lavelle  
U.S. SMALL BUSINESS ADMINISTRATION  
P.O. Box 419004  
Sacramento, California 95841-9004  
(916)735-1500

THE LUTHER FAMILY LIMITED PARTNERSHIP  
# 3627-25356 Loan No. DLB 88405140-05

Instrument exempt from  
Class "C" Intangible Tax  
ERNIE LEE MAGAHA, CLERK

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### **MORTGAGE (Direct)**

This mortgage made and entered into this 26th day of May 2005, by and between The Luther Family Limited Partnership, 26 Marquardt Lane, Groton, Connecticut 06340 (hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at 2120 Riverfront Drive #100, Little Rock, Arkansas, 72202

**WITNESSETH**, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Escambia, State of Florida:

Described in Exhibit "A" attached hereto and made a part hereof.

It is hereby agreed between the parties hereto, that if the mortgagor, subsequent to the date of this mortgage, conveys, contracts, or attempts to sell the above described mortgaged property in any way or manner whatsoever, while said property is mortgaged to the mortgagee, and without the written consent of the mortgagee, then and in such event the whole sum of principal and interest of the debt secured by this mortgage shall, at the option of the mortgagee, become immediately due and payable, and this mortgage may be foreclosed at once if said debt is not paid in full.

"This transaction is exempt from the Florida Intangible Tax since a governmental agency is holder of the indebtedness".

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

The mortgagor covenants that he is lawfully seized and possessed of and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated May 26, 2005 in the principal sum of \$170,000.00 and maturing on May 26, 2035.

1. The mortgagor covenants and agrees as follows:

a. He will promptly pay the indebtedness evidenced by said promissory note at the times and in the manner therein provided.

IN WITNESS WHEREOF, They have hereunto set their hands and seals this 6 day of  
May, 1998.

Signed, Sealed and Delivered  
in the presence of:

Amanda M. Payne  
Amanda M. Payne

Randall S. Luther  
RANDALL S. LUTHER

Patricia A. Grenier  
Patricia A. Grenier

Martha A. Luther  
MARTHA A. LUTHER

STATE OF Connecticut  
SS.  
COUNTY OF Hartford

May 6, 1998

Personally Appeared RANDALL S. LUTHER and MARTHA A. LUTHER, signers  
and sealers of the foregoing instrument, and acknowledged the same to be their free act and  
deed before me.

Mary A. [Signature]

Notary Public

My Commission Expires: 6/30/99

RCD Mar 24, 2000 12:11 pm  
Escambia County, Florida

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 00-718263

CONWAY &  
LONDREGAN, P.C.  
ATTORNEYS AT LAW

36 HUNTINGTON ST.  
P. O. BOX 1351  
NEW LONDON, CT  
06320-1351

49 WHITEHALL AVENUE  
P. O. BOX 396  
MYSTIC, CT  
06355-0396

By: *[Signature]*

QUIT-CLAIM DEED

*TO ALL PEOPLE TO WHOM THESE PRESENTS SHALL COME, GREETINGS:*

**RANDALL S. LUTHER** and **MARTHA A. LUTHER**, of the Town of Clinton,  
County of Middlesex and State of Connecticut  
hereinafter referred to as Releasors

*for the consideration of* ONE HUNDRED ELEVEN THOUSAND AND 00/100  
(\$111,000.00) DOLLARS

*received to their full satisfaction of* **THE LUTHER FAMILY LIMITED  
PARTNERSHIP**, dated **January 1, 1998**, hereinafter referred to as Releasee

*does remise, release, and forever QUIT CLAIM unto the said,* **THE LUTHER FAMILY  
LIMITED PARTNERSHIP**, dated **January 1, 1998**, its heirs, successors and/or assigns  
forever, all the right, title, interest, claim and demand whatsoever as the said releasors have  
or ought to have in or to

Unit B-1, Building B, Phase 2, Baywatch, a Condominium (the "Condominium"),  
according to the Declaration of Condominium dated the 6th day of June, 1985, and  
recorded on June 14, 1985, under Comptroller's File for Record No. 376340 and in Official  
Record Book 2077, at Pages 13 through 251, as amended by Supplemental Declarations of  
Condominium to add subsequent Phases 2, 3, 4, 5, 6, 7 and 8, respectively, and with the  
Supplemental Declarations for Phases 2, 3 and 4, each dated June 6, 1985, and being  
recorded in Official Record Book 2077, Pages 252, 301 and 336, respectively, and with  
Supplemental Declarations for Phases 5, 6, 7 and 8 each being dated June 27, 1986, and  
being recorded in Official Record Book 2250, Pages 351, 384, 417 and 447, respectively,  
which has been established upon a portion of the leasehold estate described in an Amended  
Lease Agreement ("Amended Lease") wherein the Santa Rosa Island Authority, an agency  
of Escambia County, Florida, is the Lessor ("Lessor") and Grace B. Futch is the Lessee, and  
which is dated February 25, 1982, and recorded in Official Record Book 1624, at Pages 400  
through 409, all of the public records of Escambia County, Florida.

Reference may be had to an Assignment of Lease dated July 18, 1995 and recorded in Book  
3803, Page 754 of the Public Records of Escambia County, Florida.

Property Identification Number: 28-2S-26-1015-001-002.

Subject to easements, covenants, restrictions, liens and mortgages of record.

The grantee herein assumes and agrees to pay all taxes and special assessments levied  
against the above-described property now or hereafter coming due.

The Scrivener has prepared this deed at the request of the Releasor without the benefit of a  
title examination.

To Have and to Hold the premises, with all the appurtenances, unto the said Releasee, its  
heirs, successors and assigns, forever, so that neither the Releasor, nor their heirs nor any  
other person under them shall hereafter have any claim, right or title in or to the premises,  
or any part thereof, but therefrom they are by these presents forever barred and excluded.

CONWAY &  
LONDREGAN, P.C.  
ATTORNEYS AT LAW

36 HUNTINGTON ST.  
P.O. BOX 1351  
NEW LONDON, CT  
06320-1351

11 MASONS ISLAND ROAD  
P.O. BOX 398  
MYSTIC, CT  
06355-0398

# 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: 12-9-2013

TAX ACCOUNT NO.: 17-0010-526

CERTIFICATE NO.: 2010-12283

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.

The Luther Family Limited  
Partnership dated 1-1-1998  
26 Marquardt Lane  
Groton, CT 06340

Bank of America formerly Nationsbank  
of Florida, N.A.  
P.O. Box 26041  
Greensboro, NC 27420

Unknown Tenants  
1150 Ft. Pickens Rd., B-1  
Pensacola Beach, FL 32561

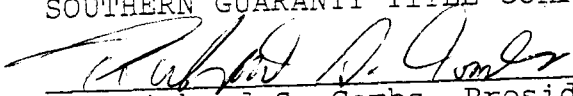
U.S. Small Business Administration  
2120 Riverfront Dr. #100  
Little Rock, AR 72202

Baywatch Condominium Assoc.  
P.O. Box 1568  
Gulf Breeze, FL 32562

SRIA  
P.O. Box 1208  
Pensacola Beach, FL 32562

Certified and delivered to Escambia County Tax Collector,  
this 1st day of August, 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.: 10508

August 1, 2013

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

1. That certain mortgage executed by Randall Scott Luther and Martha A. Luther in favor of Nationsbank of Florida, N.A. NKA Bank of America dated 07/18/1995 and recorded 07/20/1995 in Official Records Book 3803, page 758 of the public records of Escambia County, Florida, in the original amount of \$82,846.22.
2. That certain mortgage executed by The Luther Family Limited Partnership dated 01-01-1998 in favor of U.S. Small Business Administration dated 05/26/2005 and recorded 11/15/2005 in Official Records Book 5776, page 1287 of the public records of Escambia County, Florida, in the original amount of \$170,000.00.
3. Subject to interest of Baywatch Condominium Association.
4. Subject to terms and conditions of any controlling Santa Rosa Island leases, subleases, lease assignments or condominium documents applicable to this parcel.
5. Taxes for the year 2008-2012 delinquent. The assessed value is \$113,553.00. Tax ID 17-0010-526.

**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.: 10508

August 1, 2013

Unit B-1, Building B, Phase 2, Baywatch, a Condominium (the "Condominium"), according to the Declaration of Condominium dated the 6th day of June, 1985, and recorded on June 14, 1985, under Comptroller's File for Record No. 376340 and in Official Record Book 2077, at Pages 13 through 251, as amended by Supplemental Declarations of Condominium to add subsequent Phases 2, 3, 4, 5, 6, 7 and 8, respectively, and with the Supplemental Declarations for Phases 2, 3 and 4, each dated June 6, 1985, and being recorded in Official Record Book 2077, Pages 252, 301 and 336, respectively, and with Supplemental Declarations for Phases 5, 6, 7 and 8 each being dated June 27, 1986, and being recorded in Official Record Book 2250, Pages 351, 384, 417 and 447, respectively, which has been established upon a portion of the leasehold estate described in an Amended Lease Agreement ("Amended Lease") wherein the Santa Rosa Island Authority, an agency of Escambia County, Florida, is the Lessor ("Lessor") and Grace B. Futch is the Lessee, and which is dated February 25, 1982, and recorded in Official Record Book 1624, at Pages 400 through 409, all of the public records of Escambia County, Florida.

# **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.: 10508

August 1, 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 08-01-1993, through 08-01-2013, and said search reveals the following:

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

The Luther Family Limited Partnership dated 01-01-1998

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:  \_\_\_\_\_

August 1, 2013

DWELLING UNITS-1.00  
ROOF FRAMING-WOOD FRAME/TRUS  
ROOF COVER-COMPOSITION SHG  
INTERIOR WALL-DRYWALL-PLASTER  
FLOOR COVER-CARPET  
NO. STORIES-1.00  
DECOR/MILLWORK-ABOVE AVERAGE  
HEAT/AIR-CENTRAL H/AC  
STRUCTURAL FRAME-WOOD FRAME



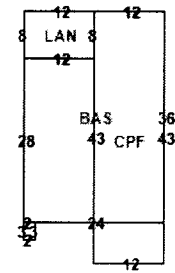
Areas - 1386 Total SF

BASE AREA - 768

CARPORT FIN - 516

LANAI - 96

UTILITY FIN - 6



Images

None

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:08/13/2013 (tc.4499)



# Chris Jones Escambia County Property Appraiser

Real Estate  
Search

Tangible Property  
Search

Sale  
List

Amendment 1/Portability  
Calculations

[Back](#)

← Navigate Mode Account Reference →

[Printer Friendly Version](#)

General Information	
<b>Reference:</b>	282S261015001002
<b>Account:</b>	170010526
<b>Owners:</b>	LUTHER FAMILY LIMITED PARTNERSHIP
<b>Mail:</b>	26 MARQUARDT LN GROTON, CT 06340
<b>Situs:</b>	1150 FT PICKENS RD B-1 32561
<b>Use Code:</b>	CONDO-RES UNIT
<b>Taxing Authority:</b>	PENSACOLA BEACH
<b>Tax Inquiry:</b>	<a href="#">Open Tax Inquiry Window</a>
Tax Inquiry link courtesy of Janet Holley Escambia County Tax Collector	

2013 Certified Roll Assessment	
<b>Improvements:</b>	\$130,900
<b>Land:</b>	\$0
<b>Total:</b>	\$130,900
<b>Save Our Homes:</b>	\$0

[Disclaimer](#)

[Amendment 1/Portability Calculations](#)

Sales Data					
Sale Date	Book	Page	Value	Type	Official Records (New Window)
04/1998	4538	943	\$111,000	QC	<a href="#">View Instr</a>
07/1995	3803	754	\$89,300	LI	<a href="#">View Instr</a>
03/1993	3324	711	\$63,000	CT	<a href="#">View Instr</a>
12/1992	3289	659	\$100	LI	<a href="#">View Instr</a>
05/1989	2697	831	\$100	LI	<a href="#">View Instr</a>
06/1985	2084	757	\$99,900	LI	<a href="#">View Instr</a>

Official Records Inquiry courtesy of Pam Childers  
Escambia County Clerk of the Circuit Court and  
Comptroller

2013 Certified Roll Exemptions
None

Legal Description
UNIT B-1 BAYWATCH CONDO PHASE 2 ALSO 1/87 INT IN COMMON ELEMENTS...

Extra Features
None

## Parcel Information

[Launch Interactive Map](#)

**Section**  
**Map Id:**  
PB001-2



**Approx. Acreage:**  
5.5900

**Zoned:**   
HDR/C-PB

**Evacuation & Flood Information**  
[Open Report](#)

## Buildings

Building 1 - Address: 1150 FT PICKENS RD B-1, Year Built: 1985, Effective Year: 1985

**Structural Elements**  
FOUNDATION-SLAB ON GRADE  
EXTERIOR WALL-SIDING-LAP.AAVG  
NO. PLUMBING FIXTURES-6.00

Payment Processing Center  
P.O. Box 1029  
Hickory, NC 28603-1029

# PAYMENT ENCLOSED

PRESORTED  
First-Class Mail  
U.S. Postage Paid  
FISERV

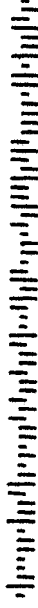
ADDRESS SERVICE REQUESTED

#BWNHNJW

ACTIVE  
OCT 21 2013

05650592

91 4 HHHFNP1 32591



PLEASE POST THIS PAYMENT FOR OUR MUTUAL CUSTOMER

Account: 17-0010-526

\$12,259.09

70-2382/719

0038721505

LUTHER FAMILY PARTNERSHIP DBA  
BEACH ACCOMODATIONS  
26 MARQUARDT LN  
GROTON, CT 06340-3322

Please Direct Any Questions  
To: (855) 739-0856  
Payment Processing Center  
P.O. Box 1029  
Hickory, NC 28603-1029  
NORTHERN TRUST

October 21, 2013

MEMO: account # 17-0010-526

Pay TWELVE THOUSAND TWO HUNDRED FIFTY NINE AND 09/100 ----- DOLLARS

\$ \*\*\*\*12,259.09

To  
The  
Order  
Of

36274 2629180 074223 074223 00002/00002 k74211  
ESCAMBIA COUNTY TAX COLLECTOR  
PO BOX 1312  
PENSACOLA, FL 32591-1312

REMITTANCE VOID IF NOT CASHED WITHIN 90 DAYS.

AUTHORIZED SIGNATURE

WARNING: THIS BORDER CONTAINS MICRO-TYPE WHICH WILL NOT REPRODUCE ON A COPIER

⑈0038721505⑈ ⑆071923828⑆ 0035109978⑈

TO WHOM IT MAY CONCERN:

We received your check # 38721505 in the amount of \$12,259.09.  
The check must be a CASHIER'S CHECK payable to ESCAMBIA COUNTY CLERK OF COURT. I have enclosed your payment. Please remit your cashier's check to ESCAMBIA COUNTY TAX DEED DIVISION, ATTN EMILY, 221 Palafox Place, STE 110, Pensacola, FL 32502. If you have any questions, please feel free to contact our office at 850-595-3793. Thank you.

CERT NO  
12283/2010

PROPERTY  
1150 FT PICKENS RD

OWNER  
LUTHER FAMILY PARTNERSHIP

TOTAL DUE BY 12/09/2013  
\$12,259.09

Very truly yours,

PAM CHILDERS  
Clerk of Circuit Court

By:

Mylinda Johnson  
Tax Deed Division



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

13-875

October 29, 2013

LUTHER FAMILY PARTNERSHIP DBA  
BEACH ACCOMODATIONS  
26 MARQUARDT LN  
GROTON CONNECTICUT 06340

To Whom It May Concern:

We received your check # 38721505 in the amount of \$12,259.09.  
The check must be a CASHIER'S CHECK payable to ESCAMBIA COUNTY CLERK OF COURT. I have enclosed your payment. Please remit your cashier's check to ESCAMBIA COUNTY TAX DEED DIVISION, ATTN EMILY, 221 Palafox Place, STE 110, Pensacola, FL 32502. If you have any questions, please feel free to contact our office at 850-595-3793. Thank you.

CERT NO  
12283/2010

PROPERTY  
1150 FT PICKENS RD

OWNER  
LUTHER FAMILY PARTNERSHIP

TOTAL DUE BY 12/09/2013  
\$12,259.09

Very truly yours,

PAM CHILDERS  
Clerk of Circuit Court

By:

Myllinda Johnson  
Tax Deed Division

**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



**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

**PAM CHILDERS, CLERK OF THE CIRCUIT COURT**  
**Tax Certificate Redeemed From Sale**  
**Account: 170010526 Certificate Number: 012283 of 2010**

**Payor: LUTHER FAMILY PARTNERSHIP 26 MARQUARDT LANE GROTON, CT 06340 Date 11/06/2013**

Clerk's Check #	1312701158	Clerk's Total	\$506.33
Tax Collector Check #	1	Tax Collector's Total	\$11,704.10
		Postage	\$36.66
		Researcher Copies	\$12.00
		Total Received	\$12,259.09

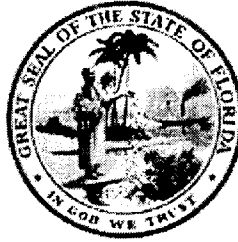
**PAM CHILDERS**  
Clerk of the Circuit Court

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>**



**PAM CHILDERS**  
 CLERK OF THE CIRCUIT COURT  
 ARCHIVES AND RECORDS  
 CHILDSUPPORT  
 CIRCUIT CIVIL  
 CIRCUIT CRIMINAL  
 COUNTY CIVIL  
 COUNTY CRIMINAL  
 DOMESTIC RELATIONS  
 FAMILY LAW  
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 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

**Case # 2010 TD 012283  
 Redeemed Date 11/06/2013**

**Name LUTHER FAMILY PARTNERSHIP 26 MARQUARDT LANE GROTON, CT 06340**

Clerk's Total = TAXDEED	\$506.33
Due Tax Collector = TAXDEED	\$11,704.10
Postage = <del>TD2</del> <i>TaxDeed</i>	\$36.66
ResearcherCopies = TD6	\$12.00

• For Office Use Only

Date	Docket	Desc	Amount Owed	Amount Due	Payee Name
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**FINANCIAL SUMMARY**

No Information Available - See Dockets

Search Property	Property Sheet	Lien Holder's	Redeem	Forms	Courtview	Benchmark
Redeemed From Sale						



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

**Tax Deed - Redemption Calculator**

**Account: 170010526 Certificate Number: 012283 of 2010**

Redemption ☒ Yes Application Date 07/28/2013 Interest Rate 18%

	Final Redemption Payment ESTIMATED	Redemption Overpayment ACTUAL
	Auction Date <u>12/09/2013</u>	Redemption Date <u>11/06/2013</u>
Months	5	4
Tax Collector	<u>\$10,881.72</u>	<u>\$10,881.72</u>
Tax Collector Interest	\$816.13	\$652.90
Tax Collector Fee	<u>\$6.25</u>	<u>\$6.25</u>
Total Tax Collector	\$11,704.10	<u>\$11,540.87</u> TC
Clerk Fee	<u>\$130.00</u>	<u>\$130.00</u>
Sheriff Fee	<u>\$120.00</u>	<u>\$120.00</u>
Legal Advertisement	<u>\$221.00</u>	<u>\$221.00</u>
App. Fee Interest	\$35.33	<u>\$28.26</u>
Total Clerk	\$506.33	<u>\$499.26</u> CH
Postage	<u>\$36.66</u>	<u>\$36.66</u>
Researcher Copies	<u>\$12.00</u>	<u>\$12.00</u>
Total Redemption Amount	\$12,259.09	\$12,088.79
	Repayment Overpayment Refund Amount	<u>\$170.30 + 36.66 + 120.00 + \$326.96</u>

ACTUAL SHERIFF \$40.00 / COM \$21.50

10/15/13 mr. luther called for quote. ebh

Notes 10-29-2013 Received check (trust check) payable to Janet

**Submit**

**Reset**

**Print Preview**

\$326.96  
redeemer



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

November 13, 2013

DBW TL HOLDCO 2013 LLC  
10 NORTH PARK PLACE SUITE 300  
MORRISTOWN NJ 07960

Dear Certificate Holder:

The records of this office show that an application for a tax deed had been made on the property represented by the numbered certificate listed below. The property redeemed prior to sale; therefore your application fees are now refundable.

TAX CERT	APP FEES	INTEREST	TOTAL
2010 TD 12283	\$471.00	\$28.26	\$499.26
TOTAL			\$499.26

Very truly yours,

PAM CHILDERS  
Clerk of Circuit Court

By:

Emily Hogg

Tax Deed Division



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

November 13, 2013

LUTHER FAMILY PARTNERSHIP  
26 MARQUARDT LANE  
GROTON CT 06340

Dear Redeemer,

The records of this office show that an application for a tax deed had been made on the property represented by the numbered certificate listed below. The property was redeemed by you. A refund of unused fees/interest is enclosed.

If you have any questions, please feel free to give me a call.

CERTIFICATE NUMBER

REFUND

2010 TD 12283

\$326.96

**TOTAL      \$326.96**

Very truly yours,

PAM CHILDERS  
Clerk of Circuit Court

By:

A handwritten signature in black ink, appearing to read "Emily Hogg", is written over the printed name.

Emily Hogg

Tax Deed Division

# 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 P. Driver

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

NOTICE in the matter of SALE

DATE: 12/09/2013 - TAX CERT #: 12283

in the CIRCUIT Court  
was published in said newspaper in the issues of

NOVEMBER 7, 14, 21, 28, 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.

PUBLISHER

Sworn to and subscribed before me this 28<sup>TH</sup>  
day of NOVEMBER A.D., 20 13

HEATHER PARDEE

NOTARY PUBLIC

### NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That  
TRC-SPE LLC US BANK, CUSTODI-  
AN FOR TRC-SPE holder of Tax  
Certificate No. 12283, 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:

UNIT B-1 BAYWATCH CONDO  
PHASE 2 ALSO 1/87 INT IN COM-  
MON ELEMENTS OR 4538 P 943  
SHEET 1A SECTION 28, TOWNSHIP  
2 S, RANGE 26 W

TAX ACCOUNT NUMBER  
170010526 (13-875)

The assessment of the said property  
under the said certificate issued was in  
the name of LUTHER FAMILY LIM-  
ITED PARTNERSHIP

Unless said certificate shall be  
redeemed according to law, the prop-  
erty described therein will be sold to the  
highest bidder at public auction at 9:00  
A.M. on the second Monday in the  
month of December, which is the 9th  
day of December 2013.

Dated this 7th day of November 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 Emily Hogg not  
later than seven days prior to the pro-  
ceeding 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: Emily Hogg  
Deputy Clerk

oaw-4w-11-07-14-21-28-2013

Heather Pardee  
Notary Public  
State of Florida  
My Commission Expires 06/24/2016  
My Commission No. EE 210456