

## Notice to Tax Collector of Application for Tax Deed

**TO: Tax Collector of Escambia County**

In accordance with Florida Statutes, I,

**RMC GULF LIFT, LLC RMC GULF LIFT, LLC GULF  
SHORES  
8902 NORTH DALE MABRY HWY  
SUITE 200  
TAMPA, Florida, 33614**

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>   |
|------------------------|-------------------------|-------------|--|
| 3058.0000              | 05-1770-100             | 06/01/2011  | 05-2S3-040<br>BEG AT A PT ON E R/W LI OF FERRY PASS RD<br>WHERE R/W LI INTERSECTS TWP LI BETWEEN 1<br>AND 2 S RGE 30W SLY ALG E R/W LI 315 FT FOR<br>POB CONT SAME COURSE 200 FT E PARL TO TWP<br>LI 200 FT NLY PARL TO E R/W LI 200 FT WLY<br>PARL TO TWP LI 200 FT TO POB OR 5596 P 1564 |

**2013 TAX ROLL**  
DD PROPERTIES LLC  
4122 N DAVIS HWY  
PENSACOLA , Florida 32503

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.

GULFLIFT (Matt Sheehan)  
Applicant's Signature

11/07/2013  
Date

FORM 513  
(r.12/00)

**TAX COLLECTOR'S CERTIFICATION**

**APPLICATION DATE**

11/7/2013

**FULL LEGAL DESCRIPTION**  
**Parcel ID Number: 05-1770-100**

December 02, 2013  
Tax Year: 2010  
Certificate Number: 3058.0000

BEG AT A PT ON E R/W LI OF FERRY PASS RD WHERE R/W LI INTERSECTS TWP LI BETWEEN 1 AND 2 S RGE  
30W SLY ALG E R/W LI 315 FT FOR POB CONT SAME COURSE 200 FT E PARL TO TWP LI 200 FT NLY PARL TO E  
R/W LI 200 FT WLY PARL TO TWP LI 200 FT TO POB OR 5596 P 1564

# TAX COLLECTOR'S CERTIFICATION

Application  
Date / Number  
Nov 7, 2013 / 130827

This is to certify that the holder listed below of Tax Sale Certificate Number **2011 / 3058.0000** , issued the **1st day of June, 2011**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 05-1770-100**

**Certificate Holder:**  
RMC GULF LIFT, LLC RMC GULF LIFT, LLC GULF SHORES  
8902 NORTH DALE MABRY HWY  
SUITE 200  
TAMPA, FLORIDA 33614

**Property Owner:**  
DD PROPERTIES LLC  
4122 N DAVIS HWY  
PENSACOLA , FLORIDA 32503

**Legal Description:** 05-2S3-040

BEG AT A PT ON E R/W LI OF FERRY PASS RD WHERE R/W LI INTERSECTS TWP LI BETWEEN 1 AND 2 S RGE  
30W SLY ALG E R/W LI 315 FT FOR POB CONT SAME COURSE 20 ...

**See attachment for full legal description.**

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      |
|------------|--------------------|--------------|------------|---------|----------|------------|
| 2011       | 3058.0000          | 06/01/11     | \$6,121.99 | \$0.00  | \$803.51 | \$6,925.50 |

**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       | 2677.0000          | 06/01/13     | \$7,316.20 | \$6.25  | \$365.81 | \$7,688.26 |
| 2012       | 2929.0000          | 06/01/12     | \$7,703.35 | \$6.25  | \$491.09 | \$8,200.69 |

- Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
- Total of Delinquent Taxes Paid by Tax Deed Application
- Total of Current Taxes Paid by Tax Deed Applicant (2013)
- Ownership and Encumbrance Report Fee
- Tax Deed Application Fee
- Total Certified by Tax Collector to Clerk of Court
- Clerk of Court Statutory Fee
- Clerk of Court Certified Mail Charge
- Clerk of Court Advertising Charge
- Sheriff's Fee
- 
- Total of Lines 6 thru 11
- Interest Computed by Clerk of Court Per Florida Statutes.....( %)
- One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S.
- Statutory (Opening) Bid; Total of Lines 12 thru 14
- Redemption Fee
- Total Amount to Redeem

|             |
|-------------|
| \$22,814.45 |
| \$0.00      |
| \$6,250.52  |
| \$150.00    |
| \$75.00     |
| \$29,289.97 |
|             |
|             |
|             |
|             |
|             |
| \$29,289.97 |
|             |
|             |
|             |
| \$6.25      |
|             |

\*Done this 7th day of November, 2013

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Shirley Rich, CFCA  
Senior Deputy Tax Collector

Date of Sale: 4<sup>th</sup> August 2014

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

Prepared by:  
Stephen B. Shell, of  
SHELL, FLEMING, DAVIS &  
MENGE Post Office Box 1831  
Pensacola, Florida 32591-1831

STATE OF FLORIDA

COUNTY OF ESCAMBIA

ASSIGNMENT OF MORTGAGE

CABINETS DIRECT, INC., the owner of a mortgage (and of the indebtedness secured thereby, and all associated loan documents) made by **DD PROPERTIES, LLC** to **COMPASS BANK** on the 16<sup>th</sup> day of March, 2005, and recorded in Official Record Book 6502 at Page 111 of the public records of the above County (see **Exhibit A**), as assigned to Cabinets Direct, Inc. by Assignment of Mortgage and Other Loan Documents recorded in Official Record Book 6731 at Page 1429 of the public records of the above County, for valuable considerations does hereby assign and transfer the said mortgage, together with the note, associated loan documents and indebtedness secured thereby, with all accrued interest thereon, to **ELFINDALE LAND AND DEVELOPMENT COMPANY**, as to an undivided one-half interest, and **E.R. FRIDGE AND JUDITH A. FRIDGE, husband and wife**, as to an undivided one-half interest, their respective successors and/or assigns, without recourse.

CABINETS DIRECT, INC.

By: David L. Paris

David Paris, President

STATE OF

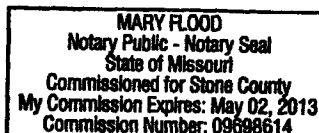
MISSOURI

COUNTY OF

CHRISTIAN

The foregoing instrument was acknowledged before me this 25 day of July, 2011, by David Paris, the President of Cabinets Direct, Inc., a Missouri corporation, on behalf of that corporation. He ( ) is personally known to me or ( ) has produced a valid Missouri driver's license as identification.

Typed name: Mary Flood  
Notary Public Mary Flood  
My commission expires: 05-02-2013



**EXHIBIT "A"**

**LIST OF MORTGAGE AND OTHER LOAN DOCUMENTS**

1. Mortgage dated March 16, 2005 executed by Borrower, and recorded in Official Records Book 5596, Page 1567, as modified by that Partial Release of Mortgage dated August 25, 2009 and recorded in Official Records Book 6502, Page 111, all of the public records of Escambia County, Florida (collectively the "Mortgage"); and
2. Assignment of Rents dated recorded in Official Records Book 5596, Page 1576 of the Public Records of Escambia County, Florida (the "Assignment of Rents"); and
3. Promissory Note dated March 16, 2005 from DD PROPERTIES, LLC, a Missouri limited liability company (the "Borrower") to COMPASS BANK, an Alabama banking corporation (the "Lender"), (the "Note"); and
4. Unlimited Continuing Guaranty, dated March 16, 2005, executed by Douglas M. Durham (the "Durham Guaranty"); and
5. Unlimited Continuing Guaranty, dated March 16, 2005, executed by David L. Paris (the "Paris Guaranty"); and
6. All other documents relating or pertaining, in any way, to the above documents.

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of June, 2011, by Jerry Landowski, Vice President of COMPASS BANK, an Alabama banking corporation, on behalf of the corporation, who ☒ is personally known to me or ( ) has produced \_\_\_\_\_ as identification.



Danielle Tirado  
Notary Public  
Danielle Tirado

Prepared by:  
Matthew C. Hoffman, Esq.  
Carver, Darden, Koretzky, Tessier,  
Finn, Blossman & Areaux, LLC  
801 West Romana St., Suite A  
Pensacola, FL 32502  
File No. 4003.41134

### ASSIGNMENT OF MORTGAGE AND OTHER LOAN DOCUMENTS

KNOW ALL MEN BY THESE PRESENTS:

That COMPASS BANK, an Alabama banking corporation ("Assignor"), having an address of 3<sup>rd</sup> Floor FL-JX-GP-SPA, 10060 Skinner Lake Drive, Jacksonville, Florida 32246, in consideration of the sum of Ten and No/100ths (\$10.00) Dollars and other valuable considerations, received from or on behalf of CABINETS DIRECT, INC., a Missouri corporation, and its successors and/or assigns ("Assignee"), having an address of 4122 N. Davis Hwy., Pensacola, FL 32503, on or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over without recourse and without representation or warranty of any kind, express or implied, except as set forth in paragraph 6 of that certain Purchase and Sale of Note, with an effective date of June 13, 2011 between Assignor and Assignee, unto Assignee that certain mortgage (the "Mortgage") and those other loan documents described on Exhibit "A" attached hereto and made a part hereof. The Mortgage and other loan documents described on Exhibit "A" (including without limitation the Promissory Note also described on Exhibit "A") are hereinafter referred to as the "Mortgage and Other Loan Documents".


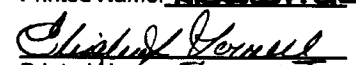
Concurrently with the execution of this Assignment of Mortgage and Other Loan Documents, Assignor has executed an Allonge in favor of Assignee, endorsing without recourse, that certain Promissory Note as also described on the attached Exhibit "A" (the "Note") described in and secured by the Mortgage, and the monies due and to become due thereunder. Assignor hereby authorizes Assignee to file all financing statements, proofs of claim and other documents appropriate to evidence the assignments set forth herein with all appropriate filing jurisdictions.

This Assignment of Mortgage and Other Loan Documents is being made without recourse, and without representation or warranty of any kind, express or implied, except as set forth in paragraph 6 of that certain Purchase and Sale of Note, with an effective date of June 13, 2011 between Assignor and Assignee.

TO HAVE AND TO HOLD the same unto the Assignee, its successors and assigns, forever.

IN WITNESS WHEREOF, the undersigned, acting through its duly authorized officer, has executed this Assignment of Mortgage and Other Loan Documents, this 10 day of June, 2011.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

  
Printed Name: RICHARD P. SILVA, SR.  
  
Printed Name: Elizabeth Terrell

COMPASS BANK,  
An Alabama banking corporation

By:   
Jerry Landowski, Vice President

## **Exhibit A**

### **Parcel 1**

Begin at a point on the East Right-of-Way Line of the Ferry Pass Road (also known as State Road No. 1-A), where same intersects Township line between 1 and 2 South, Range 30 West, thence run in a Southerly direction along the East Right-of-Way-Line of said road a distance of 415 feet for the Point of Beginning of this description, thence continue same direction 100 feet to a stake, thence run East and parallel to Township line a distance of 200 feet to a stake, thence run in a Northerly direction and parallel to the East line of said road a distance of 100 feet to a stake, thence run in a Westerly direction and parallel to Township line a distance of 200 feet to Point of Beginning of this description, lying and being in Section 5, Township 2 South, Range 30 West, City of Pensacola, Escambia County, Florida.

### **Parcel 2**

A parcel of land in Section 5, Township 2 South, Range 30 West, described as follows: Begin at a point on the East right of way line of the Ferry Pass Road (also known as State Road No. 1A) where same intersects Township line between 1 and 2 South, Range 30 West; thence run in a Southerly direction along the East right of way line of said road a distance of 315 feet for Point of Beginning of this description: thence continue same direction 100 feet to a stake: thence run East and parallel to Township line a distance of 200 feet to a stake: thence run a Northerly direction and parallel to the East line of said road a distance of 100 feet to a stake: thence run in a Westerly direction and parallel to Township line a distance of 200 feet to Point of Beginning of this description.

### **Parcel 3**

Lots 2, 3 and the South 50 feet of Lot 4, Block D, First Addition to Pinecrest, a subdivision of a portion of Section 17, Township 2 South, Range 30 West, Escambia County, Florida, according to Plat recorded in Plat Book 2, Page 17, of the public records of said County.



# MORTGAGE (Continued)

Page 8

additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

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

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

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

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

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

GRANTOR:

DD PROPERTIES LLC

By: *Douglas M. Durham*  
DOUGLAS M. DURHAM, MANAGING MEMBER OF DD PROPERTIES LLC

By: *David L. Paris*  
DAVID L. PARIS, MANAGING MEMBER OF DD PROPERTIES LLC

WITNESSES:

X *Stephane L. Watts*  
*Stephane L. Watts*

X *William A. Altkan*  
*William A. Altkan*

## LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF FloridaCOUNTY OF Escambia

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of March, 2005, by DOUGLAS M. DURHAM, MANAGING MEMBER and DAVID L. PARIS, MANAGING MEMBER of DD PROPERTIES LLC, member (or agent), on behalf of DD PROPERTIES LLC, a limited liability company. They are personally known to me or have produced current drivers licenses as identification and did / did not take an oath.

*Stephane L. Watts*  
(Signature of Person Taking Acknowledgment)

*Stephane L. Watts*  
(Name of Acknowledger Typed, Printed or Stamped)

(Title or Rank)

(Serial Number, if any)



Stephane L. Watts  
MY COMMISSION # DD010500 EXPIRES  
April 22, 2005  
BONDED THRU TROY FAIR INSURANCE, INC.

**Compass Bank  
Florida Processing Center  
10060 Skinner Lake Drive  
Jacksonville, FL 32246**

**Compass Bank  
Florida Processing Center  
10080 Skinner Lake Drive  
Jacksonville, FL 32246**

78.00  
7222.50  
1270.00

10163-42558

**Name:** LISA L POWELL  
**Company:** Compass Bank  
**Address:** 10060 Skinner Lake Drive, Jacksonville, FL 32246



\*0650000000000000000000000000AFS0745\*

**MAXIMUM LIEN.** The total amount of indebtedness secured by this Mortgage may decrease or increase from time to time, but the maximum amount of principal indebtedness which may be outstanding at any one time shall not exceed \$635,000.00, plus interest, and amounts expended or advanced by Lender for the payment of taxes, levies or insurance on the Property, and interest on such amounts.

THIS MORTGAGE dated March 16, 2005, is made and executed between DD PROPERTIES LLC, whose address is 2878 WHISPER LAKE DRIVE, GULF BREEZE, FL 32561 (referred to below as "Grantor") and Compass Bank, whose address is 10060 Skinner Lake Drive, Jacksonville, FL 32246 (referred to below as "Lender").

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

See SEE EXHIBIT A , which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 4122 N DAVIS HIGHWAY & 203 NORTH "P" STREET, PENSACOLA, FL.

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

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

**FUTURE ADVANCES.** Specifically, without limitation, this Mortgage secures, in addition to the amounts specified in the Note, all future amounts Lender in its discretion may loan to Grantor within twenty (20) years of the date of this Mortgage, together with all interest thereon; however, in no event shall such future advances (excluding interest) exceed in the aggregate \$1,270,000.00.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$635,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

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

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

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

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

**Compliance With Environmental Laws.** Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any

## **Exhibit A**

### **Parcel 1**

**Begin at a point on the East Right-of-Way Line of the Ferry Pass Road (also known as State Road No. 1-A), where same intersects Township line between 1 and 2 South, Range 30 West, thence run in a Southerly direction along the East Right-of-Way-Line of said road a distance of 415 feet for the Point of Beginning of this description, thence continue same direction 100 feet to a stake, thence run East and parallel to Township line a distance of 200 feet to a stake, thence run in a Northerly direction and parallel to the East line of said road a distance of 100 feet to a stake, thence run in a Westerly direction and parallel to Township line a distance of 200 feet to Point of Beginning of this description, lying and being in Section 5, Township 2 South, Range 30 West, City of Pensacola, Escambia County, Florida.**

### **Parcel 2**

**A parcel of land in Section 5, Township 2 South, Range 30 West, described as follows: Begin at a point on the East right of way line of the Ferry Pass Road (also known as State Road No. 1A) where same intersects Township line between 1 and 2 South, Range 30 West; thence run in a Southerly direction along the East right of way line of said road a distance of 315 feet for Point of Beginning of this description: thence continue same direction 100 feet to a stake: thence run East and parallel to Township line a distance of 200 feet to a stake: thence run a Northerly direction and parallel to the East line of said road a distance of 100 feet to a stake: thence run in a Westerly direction and parallel to Township line a distance of 200 feet to Point of Beginning of this description.**

Signed, sealed and delivered  
in the presence of:

**NWB ENTERPRISES, LLC, a Florida limited liability company**

Name: John O'Brien

Name: William H. Mitchell

By: Neal W Braxton  
Neal William Braxton, Manager

STATE OF FLORIDA  
COUNTY OF ESCAMBIA



The foregoing instrument was acknowledged before me this 16th day of March, 2005, by Neal William Braxton, as Manager of NWB Enterprises, LLC, a Florida limited liability company, on behalf of the company, who did not take an oath and who:

☐ is/are personally known to me.  
☒ produced current Florida driver's license as identification.  
☐ produced \_\_\_\_\_ as identification.

**(Notary Seal Must Be Affixed)**



Stephne L. Watts  
MY COMMISSION # DD010500 EXPIRES  
April 22, 2005  
BONDED THRU TROY FAIN INSURANCE, INC.

  
 Notary Public  
  
 Name of Notary Printed  
 My Commission Expires: \_\_\_\_\_  
 Commission Number: \_\_\_\_\_

This Instrument Prepared By:  
WILLIAM H. MITCHEM  
Beggs and Lane  
Post Office Box 12950  
501 Commendencia Street  
Pensacola, Florida 32591  
(850) 432-2451  
Florida Bar No.: 187836

Parcel I.D. Number(s):  
05-2S-30-4004-000-001 and  
05-2S-30-4004-000-000

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **NWB ENTERPRISES, LLC, a Florida limited liability company**, whose address is 4034 N. Davis Hwy., Pensacola, Florida 32503, (herein "Grantor"), for and in consideration of the sum of Ten Dollars and other good and valuable considerations, the receipt, adequacy and sufficiency of which is hereby acknowledged, does hereby bargain, sell, remise, confirm, convey and grant unto **DD PROPERTIES LLC, a Missouri limited liability company** (herein "Grantee"), whose address is 882 W. Tracker Road, Nixa, Missouri 65714, its successors and assigns, forever, the following described real property located in Escambia County, Florida:

SEE EXHIBIT A ATTACHED AND INCORPORATED HEREIN

Subject to zoning restrictions, prohibitions and other requirements imposed by governmental authorities; restrictions of record and matters appearing on the Plat, if there is a recorded Plat, affecting the above-described property; easements and mineral reservations of record affecting the property, if any, which are not hereby reimposed; and any liens for ad valorem real property taxes for the year 2005 and subsequent years.

Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, free from all exemptions and right of homestead, in fee simple forever. And Grantor covenants that Grantor is well seized of an indefeasible estate in fee simple in said property and has a good right to convey the same; that it is free of lien or encumbrances, and that Grantor, Grantor's heirs, executors, administrators, successors and assigns, will forever warrant and defend title to the above-described property against the lawful claims of all persons whomsoever, subject to the exceptions set forth herein.

The subject property is not the homestead of Grantor nor does it adjoin Grantor's constitutional homestead. No member of Grantor's family resides thereon.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 16<sup>th</sup> day of March, 2005.

# 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: 8-4-2014

TAX ACCOUNT NO.: 05-1770-100

CERTIFICATE NO.: 2011-3058

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

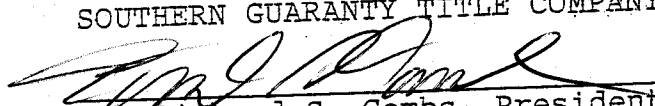
      X   Notify City of Pensacola, P.O. Box 12910, 32521  
      X   Notify Escambia County, 190 Governmental Center, 32502  
      X   Homestead for        tax year.

DD Properties LLC  
4122 N. Davis Hwy.  
Pensacola, FL 32503  
and  
Douglas Durham, Mgr. Member  
2878 Whisper Lake Dr.  
Gulf Breeze, FL 32563

Elfindale Land and Development Company  
E.R. Fridge and Judith A. Fridge  
No address found

Certified and delivered to Escambia County Tax Collector,  
this 9th day of May, 2014.

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.: 11118

May 2, 2014

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

1. Mortgage executed by DD Properties LLC to Compass Bank, dated 03/16/2005 and recorded in Official Record Book 5596 on page 1567 of the public records of Escambia County, Florida. given to secure the original principal sum of \$635,000.00. Assignment of Rents and Leases recorded in O.R. Book 5596, page 1576. Assignment to Elfindale Land and Development Co. 1/2 interest, and E.R. Fridge and Judith A. Fridge, 1/2 interest, recorded in O.R. Book 6753, page 1770.
2. Taxes for the year 2010-2013 delinquent. The assessed value is \$313,772.00. Tax ID 05-1770-100.

**PLEASE NOTE THE FOLLOWING:**

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

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 11118

May 2, 2014

**052S304004000001 - Full Legal Description**

BEG AT A PT ON E R/W LI OF FERRY PASS RD WHERE R/W LI INTERSECTS TWP LI BETWEEN 1 AND 2 S  
RGE 30W SLY ALG E R/W LI 315 FT FOR POB CONT SAME COURSE 200 FT E PARL TO TWP LI 200 FT NLY  
PARL TO E R/W LI 200 FT WLY PARL TO TWP LI 200 FT TO POB OR 5596 P 1564



# **Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

## **OWNERSHIP AND ENCUMBRANCE REPORT**

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May 2, 2014

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 05-01-1994, through 05-01-2014, and said search reveals the following:

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

DD Properties LLC

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

3. The following unsatisfied mortgages, liens and judgments affecting the land covered by this Report appear of record:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

The foregoing report is prepared and furnished for information only, is not intended to constitute or imply any opinion, warranty, guaranty, insurance, or similar assurance as to the status of title, and no determination has been made of the authenticity of any instrument described or referred to herein. The name search for the purposes of determining applicable judgments and liens is limited to the apparent record owner(s) shown herein. No attempt has been made to determine whether the land is subject to liens or assessments which are not shown as existing liens by the public records. The Company's liability hereunder shall not exceed the cost of this Report, or \$1,000.00 whichever is less.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

By: 

May 2, 2014