

**TAX COLLECTOR'S CERTIFICATION**

**Application  
Date / Number  
Aug 28, 2013 / 130770**

This is to certify that the holder listed below of Tax Sale Certificate Number **2011 / 9367.0000** , 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: 11-4469-073**

**Certificate Holder:**  
PPF HOLDINGS III LTD.  
U.S. BANK CUSTODIAN FOR PPF HO  
P.O. BOX 645051  
CINCINNATI, OHIO 45264

**Property Owner:**  
HAWKS DEMPSEY C  
3363 HWY 97 SOUTH  
CANTONMENT , FLORIDA 32533

**Legal Description:** 36-1N3-131  
BEG AT SE COR OF SE1/4 0F SW1/4 N 0 DEG 14 MIN 2 SEC E ALG E LI OF SD SW1/4 726 44/100 FT N 89 DEG 46 MIN 47 SEC W 45 81/100 FT TO W R/W LI OF S-97 A ...

**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	9367.0000	06/01/11	\$2,659.45	\$0.00	\$132.97	\$2,792.42

**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	8209.0000	06/01/13	\$2,351.86	\$6.25	\$117.59	\$2,475.70
2012	8838.0000	06/01/12	\$2,520.33	\$6.25	\$126.02	\$2,652.60

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

\$7,920.72
\$0.00
\$150.00
\$75.00
\$8,145.72
\$8,145.72
\$84,922.50
\$6.25

\*Done this 28th day of August, 2013

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By Shirley Rich, CFCA  
Senior Deputy Tax Collector

Date of Sale: 7<sup>th</sup> July 2014

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

## Notice to Tax Collector of Application for Tax Deed

**TO: Tax Collector of Escambia County**

In accordance with Florida Statutes, I,

**PPF HOLDINGS III LTD.  
U.S. BANK CUSTODIAN FOR PPF HO  
P.O. BOX 645051  
CINCINNATI, Ohio, 45264**

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

<b>Certificate No.</b>	<b>Parcel ID Number</b>	<b>Date</b>	<b>Legal Description</b>
9367.0000	11-4469-073	06/01/2011	36-1N3-131 BEG AT SE COR OF SE1/4 OF SW1/4 N 0 DEG 14 MIN 2 SEC E ALG E LI OF SD SW1/4 726 44/100 FT N 89 DEG 46 MIN 47 SEC W 45 81/100 FT TO W R/W LI OF S-97 AND POB CONT N 89 DEG 46 MIN 47 SEC W 250 FT N 0 DEG 13 MIN 13 SEC E 135 FT S 89 DEG 46 MIN 47 SEC E 250 FT TO W R/W LI S-97 S 0 DEG 13 MIN 13 SEC W AND ALG SD W R/W LI 135 FT TO POB OR 5053 P 983

### **2012 TAX ROLL**

HAWKS DEMPSEY C  
3363 HWY 97 SOUTH  
CANTONMENT , Florida 32533

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.

tda2012 (Taimur Jamil)

Applicant's Signature

08/28/2013

Date

**FULL LEGAL DESCRIPTION**  
**Parcel ID Number: 11-4469-073**

September 04, 2013  
Tax Year: 2010  
Certificate Number: 9367.0000

BEG AT SE COR OF SE1/4 OF SW1/4 N 0 DEG 14 MIN 2 SEC E ALG E LI OF SD SW1/4 726 44/100 FT N 89 DEG 46 MIN 47 SEC W 45 81/100 FT TO W R/W LI OF S-97 AND POB CONT N 89 DEG 46 MIN 47 SEC W 250 FT N 0 DEG 13 MIN 13 SEC E 135 FT S 89 DEG 46 MIN 47 SEC E 250 FT TO W R/W LI S-97 S 0 DEG 13 MIN 13 SEC W AND ALG SD W R/W LI 135 FT TO POB OR 5053 P 983

# 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.: 11003

October 21, 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 10-21-1993, through 10-21-2013, and said search reveals the following:

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

Dempsey C. Hawks, a married man

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

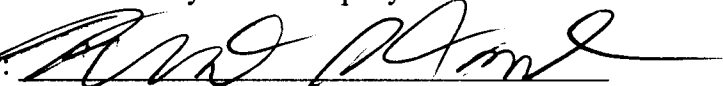
4. Taxes:

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: 

October 21, 2013

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 11003

October 21, 2013

**361N313101001011 - Full Legal Description**

BEG AT SE COR OF SE1/4 0F SW1/4 N 0 DEG 14 MIN 2 SEC E ALG E LI OF SD SW1/4 726 44/100 FT N 89 DEG 46 MIN 47 SEC W 45 81/100 FT TO W R/W LI OF S-97 AND POB CONT N 89 DEG 46 MIN 47 SEC W 250 FT N 0 DEG 13 MIN 13 SEC E 135 FT S 89 DEG 46 MIN 47 SEC E 250 FT TO W R/W LI S-97 S 0 DEG 13 MIN 13 SEC W AND ALG SD W R/W LI 135 FT TO POB OR 5053 P 983

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 11003

October 21, 2013

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

1. That certain mortgage executed by Dempsey C. Hawks, a married man in favor of Coastal Bank & Trust formerly Bank of Pensacola dated 01/09/2003 and recorded 01/21/2003 in Official Records Book 5053, page 985 of the public records of Escambia County, Florida, in the original amount of \$85,050.00.
2. That certain mortgage executed by Dempsey C. Hawks and Malinda Hawks in favor of Coastal Bank & Trust dated 04/17/2009 and recorded 04/29/2009 in Official Records Book 6453, page 836 of the public records of Escambia County, Florida, in the original amount of \$25,000.00.
3. Taxes for the year 2010-2012 delinquent. The assessed value is \$169,845.00. Tax ID 11-4469-073.

**PLEASE NOTE THE FOLLOWING:**

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

# SOUTHERN GUARANTY TITLE COMPANY

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

PENSACOLA, FLORIDA 32503

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

Email: rcsqt@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 07-07-2014

TAX ACCOUNT NO.: 11-4469-073

CERTIFICATE NO.: 2011-9367

In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES NO

- Notify City of Pensacola, P.O. Box 12910, 32521
- Notify Escambia County, 190 Governmental Center, 32502
- Homestead for 2012 tax year.

Dempsey C. Hawks & Malinda Hawks  
3363 Hwy 97 South  
Cantonment, FL 32533

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

Certified and delivered to Escambia County Tax Collector,  
this 23rd day of October, 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.

945.50  
945-1

OR BK 5053 P60983  
Escambia County, Florida  
INSTRUMENT 2003-050485

DEED DOC STAMPS PD @ ESC CO \$ 945.00  
01/21/03 EMILIE LEE JARVIN, CLERK  
By: Sally Arnold

This instrument prepared by:  
Richard M. Colbert  
Clark, Partington, Hart, Larry,  
Bond & Stackhouse  
Post Office Box 13010  
Pensacola, FL 32591-3010

Parcel ID Number:

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**GENERAL WARRANTY DEED**

KNOW ALL MEN BY THESE PRESENTS, that LAMAR G. SMITH, an unmarried man, Grantor, whose mailing address is: 3363 Highway 97 South, Cantonment, Florida, 32533 for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does bargain, sell, convey and grant unto DEMPSEY C. HAWKS, a married man, Grantee, whose mailing address is: 2531 Southern Oaks Drive Cantonment, Florida 32533, Grantees' heirs and assigns, forever, the property, situated, lying and being in the County of Escambia, State of Florida, described on the Exhibit "A" attached hereto and made a part hereof (the "Property")

Subject to valid easements and mineral reservations of record affecting the property, if any, which are not hereby reimposed; and taxes for the current year and subsequent years. Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining, free from all exemptions and right of homestead.

Grantor covenants that he is lawfully seized of an indefeasible estate in fee simple in the said property and has a good right to convey the same; that said property is free from encumbrances; that said Grantees shall have the peaceable and quiet possession thereof; and that Grantor fully warrants the title to said property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents, effective the 9<sup>th</sup> day of January, 2003.

WITNESSES:

*Richard M. Colbert*

**RICHARD M. COLBERT**

Print/Type Name of Witness

*Lamar G. Smith*

LAMAR G. SMITH

*Jacquelyn P. Boozer*

**JACQUELYN P. BOOZER**

Print/Type Name of Witness

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of January, 2003 by Lamar G. Smith, who ( ) is personally known to me or ( X ) has produced valid drivers' licenses as identification.

**JACQUELYN P. BOOZER**  
NOTARY PUBLIC STATE OF FL  
COMMISSION EXP OCT 30, 2004  
COMM. NO. CC 973405

*Jacquelyn P. Boozer*

(Print/Type Name)

NOTARY PUBLIC

Commission number: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

(NOTARIAL SEAL)



**EXHIBIT "A"**

The South 135.00 feet of property described in O.R. Book 2471, at Page 678, of the Public Records of Escambia County, Florida more particularly described as follows: Commencing at the Southeast corner of the Southwest ¼ of Section 36, Township 1 North, Range 31 West, Escambia County Florida (said point being 6.35 feet South and 11.79 feet West of a 2" Iron Pipe used to describe the above referenced property) Thence North 00 degrees 14 minutes 02 seconds East along the East Line of said Southwest ¼ for 726.44 feet; thence North 89 degrees 46 minutes 47 seconds West for 45.81 feet to a D.O.T. Monument in the West right of way line of C-97 (100' R/W) and the Point of Beginning; thence continue North 89 degrees 46 minutes 47 seconds West along the same course for 250.00 feet to an iron pipe marked #3286; thence North 00 degrees 13 minutes 13 seconds East for 135.00 feet to an iron pipe marked #1292; thence South 89 degrees 46 minutes 47 seconds East for 250.00 feet to an iron pipe on the West right of way line of said C-97; thence South 00 degrees 13 minutes 13 seconds West and along said West right of way line for 135.00 feet to Point of Beginning.

RCD Jan 21, 2003 02:35 pm  
Escambia County, Florida

ERNIE LEE MASANA  
Clerk of the Circuit Court  
INSTRUMENT 2003-050485

37.52  
297.88  
170.10

OR BK 5053 P80985  
Escambia County, Florida  
INSTRUMENT 2003-050486

MTG DOC STAMPS PD @ ESC CO \$ 297.85  
01/21/03 ERNIE LEE HERRERA, CLERK  
By: *Sallye Arnold*

INTANGIBLE TAX PD @ ESC CO \$ 170.10  
01/21/03 ERNIE LEE HERRERA, CLERK  
By: *Sallye Arnold*

**REAL ESTATE MORTGAGE AND SECURITY AGREEMENT**

Mortgagors (last name(s) first):

Mortgagee:

DEMPSEY C HAWKS

BANK OF PENSACOLA

a married man

400 WEST GARDEN STREET

2531 SOUTHERN OAKS DR

PENSACOLA, FL 32501

Mailing Address

CANTONMENT, FL 32533

City State Zip

*This instrument was prepared by:*

BANK OF PENSACOLA

400 WEST GARDEN STREET

PENSACOLA, FL 32501

Know All Men By These Presents: That whereas DEMPSEY C HAWKS

a married man

(whether one or more, hereinafter called the "Borrower") have become justly indebted to BANK OF PENSACOLA with offices in PENSACOLA;

Florida, (together with its successors and assigns, hereinaftcalled "Mortgagee") in the sum of \*\*EIGHTY FIVE THOUSAND FIFTY DOLLARS AND ZERO CENTS\*\* Dollars (\$ 85050.00)

together with interest thereon, as evidenced by a promissory note or notes of even date herewith. (If the maturity date of the note or notes is 20 years or longer, indicate the latest maturity date here: \_\_\_\_\_).

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

A. The existing indebtedness represented by that certain promissory note of even date herewith for the sum of EIGHTY FIVE THOUSAND FIFTY DOLLARS AND NO/100 DOLLARS (\$ 85,050.00) made by mortgagor payable to the order of Mortgagee with interest from date until paid at the rate therein specified, the said principal and interest payable in the manner and upon the terms, provisions and conditions set forth in the Note, together with any and all renewals, extensions, modifications, consolidations and extensions thereof;

B. Such future or additional advances as may be made by Mortgagee at the option of Mortgagee to the Mortgagor; provided that, notwithstanding the foregoing, the total of all amounts secured hereby shall not exceed at any one time the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 DOLLARS (\$ 150,000.00); and provided, further, that all such advances, notes, claims, demands or liabilities and obligations secured hereby be incurred or arise or come into existence either on or prior to the date of this Mortgage, or on or before twenty (20) years after the date of this Mortgage or within sucher lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable consideration. The Mortgagor hereby waives, on behalf of himself/herself and his/her successors and assigns, the right to file for record a notice limiting the maximum principal amount which may be secured by this Mortgage as provided for in Florida Statute 697.04(1)(b).

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

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

SEE ATTACHED EXHIBIT 'A'

SUBJECT PROPERTY IS NOT THE HOMESTEAD OF THE MORTGAGOR

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

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

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

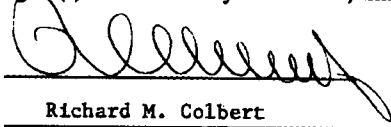
For the purpose of further securing the payment of said indebtedness Mortgagors warrant covenant and agree with Mortgagee, its successors and assigns, as follows:

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

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

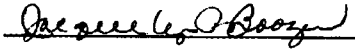
(Mark if applicable) This is a construction mortgage that secures an obligation incurred for the construction of an improvement on land (and may include the acquisition cost of the land).

In Witness Whereof, each of the undersigned has hereunto set his or her signature and seal, or has caused this instrument to be executed by its officer(s), partner(s), member(s), or agent(s) thereunto duly authorized, this 9TH day of JANUARY, 2003.



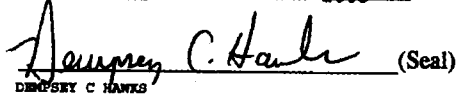
Richard M. Colbert

[Type or Print Name of Witness]



Jacquelyn P. Boozer

[Type or Print Name of Witness]

 (Seal)

DEMPSEY C HANKS

(Seal)

(Seal)

(Seal)

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

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

~~\_\_\_\_\_~~ \_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_

**EXHIBIT "A"**

The South 135.00 feet of property described in O.R. Book 2471, at Page 678, of the Public Records of Escambia County, Florida more particularly described as follows: Commencing at the Southeast corner of the Southwest  $\frac{1}{4}$  of Section 36, Township 1 North, Range 31 West, Escambia County Florida (said point being 6.35 feet South and 11.79 feet West of a 2" Iron Pipe used to describe the above referenced property) Thence North 00 degrees 14 minutes 02 seconds East along the East Line of said Southwest  $\frac{1}{4}$  for 726.44 feet; thence North 89 degrees 46 minutes 47 seconds West for 45.81 feet to a D.O.T. Monument in the West right of way line of C-97 (100' R/W) and the Point of Beginning; thence continue North 89 degrees 46 minutes 47 seconds West along the same course for 250.00 feet to an iron pipe marked #3286; thence North 00 degrees 13 minutes 13 seconds East for 135.00 feet to an iron pipe marked #1292; thence South 89 degrees 46 minutes 47 seconds East for 250.00 feet to an iron pipe on the West right of way line of said C-97; thence South 00 degrees 13 minutes 13 seconds West and along said West right of way line for 135.00 feet to Point of Beginning.

RCD Jan 21, 2003 02:35 pm  
Escambia County, Florida

ERNIE LEE MABANA  
Clerk of the Circuit Court  
INSTRUMENT 2003-050486

*Deed  
Intangible Tax - 50.00*

**REAL ESTATE MORTGAGE AND SECURITY AGREEMENT**

Mortgagors (last name(s) first):

HAWKS, DEMPSEY C , A MARRIED MAN

HAWKS, MALINDA , A MARRIED WOMAN

3363 S HWY 97

Mailing Address

CANTONMENT, FL 32533-4608

City State Zip

Mortgagee:

COASTAL BANK AND TRUST OF FLORIDA

125 WEST ROMANA STREET, SUITE 400

PENSACOLA, FL 32502

*This instrument was prepared by:*

COASTAL BANK AND TRUST OF FLORIDA

125 WEST ROMANA STREET, SUITE 400

PENSACOLA, FL 32502

**Know All Men By These Presents: That whereas** DEMPSEY C HAWKS , A MARRIED MAN

MALINDA HAWKS , A MARRIED WOMAN

(whether one or more, hereinafter called the "Borrower") have become justly indebted  
to COASTAL BANK AND TRUST OF FLORIDA with offices in PENSACOLA;

Florida, (together with its successors and assigns, hereinaftcalled "Mortgagee") in the sum of  
\*\*TWENTY FIVE THOUSAND DOLLARS AND ZERO CENTS\*\* Dollars (\$ 25000.00)

together with interest thereon, as evidenced by a promissory note or notes of even date  
herewith. (If the maturity date of the note or notes is 20 years or longer, indicate the latest  
maturity date here: \_\_\_\_\_).

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

A. The existing indebtedness represented by that certain promissory note of even date herewith for the sum of TWENTY FIVE THOUSAND & 00/100TH DOLLARS (\$ 25,000.00) made by mortgagor payable to the order of Mortgagee with interest from date until paid at the rate therein specified, the said principal and interest payable in the manner and upon the terms, provisions and conditions set forth in the Note, together with any and all renewals, extensions, modifications, consolidations and extensions thereof;

B. Such future or additional advances as may be made by Mortgagee at the option of Mortgagee to the Mortgagor; provided that, notwithstanding the foregoing, the total of all amounts secured hereby shall not exceed at any one time the sum of FIFTY THOUSAND & 00/100TH DOLLARS (\$ 50,000.00); and provided, further, that all such advances, notes, claims, demands or liabilities and obligations secured hereby be incurred or arise or come into existence either on or prior to the date of this Mortgage, or on or before twenty (20) years after the date of this Mortgage or within sucher lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable consideration. The Mortgagor hereby waives, on behalf of himself/herself and his/her successors and assigns, the right to file for record a notice limiting the maximum principal amount which may be secured by this Mortgage as provided for in Florida Statute 697.04(1)(b).

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

MALINDA HAWES , A MARRIED WOMAN

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

SEE EXHIBIT A

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

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

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

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

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

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

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

In Witness Whereof, each of the undersigned has hereunto set his or her signature and seal, or has caused this instrument to be executed by its officer(s), partner(s), member(s), or agent(s) thereunto duly authorized, this 17TH day of APRIL, 2009.

Brenda Thompson

Brenda Thompson  
[Type or Print Name of Witness]

Marvis Myers

Marvis Myers  
[Type or Print Name of Witness]

Dempsey C. Hawks (Seal)

Dempsey C. Hawks, A MARRIED MAN (Seal)

Malinda Hawks (Seal)

Malinda Hawks, A MARRIED WOMAN (Seal)

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

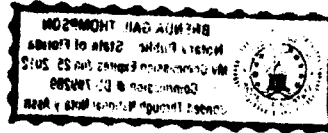
Its \_\_\_\_\_  
(Corporate Seal)

\_\_\_\_\_

By \_\_\_\_\_

Its \_\_\_\_\_





Block "A"

[REDACTED]

RECORDED AS RECEIVED

OFFICE OF THE CLERK OF THE SUPREME COURT  
STATE OF FLORIDA

STATE OF FLORIDA  
OFFICE OF THE CLERK OF THE SUPREME COURT

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

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

**CERTIFICATE # 09367 of 2011**

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on June 5, 2014, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

DEMPSEY C HAWKS 3363 HWY 97 SOUTH CANTONMENT, FL 32533	MALINDA HAWKS 3363 HWY 97 SOUTH CANTONMENT FL 32533
COASTAL BANK & TRUST FORMERLY BANK OF PENSACOLA 125 W ROMANA ST PENSACOLA FL 32502	

WITNESS my official seal this 5th day of June 2014.

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA



By:  
Emily Hogg  
Deputy Clerk

## WARNING

THERE ARE UNPAID TAXES ON PROPERTY WHICH YOU OWN OR IN WHICH YOU HAVE A LEGAL INTEREST. THE PROPERTY WILL BE SOLD AT PUBLIC AUCTION ON July 7, 2014, UNLESS THE TAXES ARE PAID. SHOULD YOU NEED FURTHER INFORMATION CONTACT THE CLERK OF THE CIRCUIT COURT IMMEDIATELY AT THE COUNTY COURTHOUSE IN PENSACOLA, FLORIDA, OR CALL 850-595-3793.

## NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That PPF HOLDINGS III LTD US BANK CUSTODIAN FOR PPF HO holder of Tax Certificate No. 09367, issued the 1st day of June, A.D., 2011 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:

BEG AT SE COR OF SE1/4 OF SW1/4 N 0 DEG 14 MIN 2 SEC E ALG E LI OF SD SW1/4 726 44/100 FT N 89 DEG 46 MIN 47 SEC W 45 81/100 FT TO W R/W LI OF S-97 AND POB CONT N 89 DEG 46 MIN 47 SEC W 250 FT N 0 DEG 13 MIN 13 SEC E 135 FT S 89 DEG 46 MIN 47 SEC E 250 FT TO W R/W LI S-97 S 0 DEG 13 MIN 13 SEC W AND ALG SD W R/W LI 135 FT TO POB OR 5053 P 983

SECTION 36, TOWNSHIP 1 N, RANGE 31 W

TAX ACCOUNT NUMBER 114469073 (14-496)

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

**DEMPSEY C HAWKS**

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

Dated this 5th day of June 2014.

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



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

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### Post Property:

3363 HWY 97 SOUTH 32533



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

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### Personal Services:

**DEMPSEY C HAWKS**  
3363 HWY 97 SOUTH  
CANTONMENT, FL 32533

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



By:  
Emily Hogg  
Deputy Clerk