

TAX COLLECTOR'S CERTIFICATION

**Application
Date / Number
Aug 28, 2013 / 130771**

This is to certify that the holder listed below of Tax Sale Certificate Number **2011 / 9415.0000** , 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: 12-0110-900**

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

Property Owner:
DAVIS JOHN C JR & LYNN B
402 E POPLAR ST
ATMORE , ALABAMA 36502

Legal Description: 04-2N3-124
BEG AT NW COR OF E1/2 OF SE 1/4 OF NW1/4 ELY ALG N LI OF SD SE1/4 460 FT TO W R/W LI US 29 HWY S ALG SD R/W 220 FT TO POB W PARL TO N LI SD SE1/4 400 ...
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	9415.0000	06/01/11	\$1,243.03	\$0.00	\$62.15	\$1,305.18

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	8257.0000	06/01/13	\$727.70	\$6.25	\$36.39	\$770.34
2012	8886.0000	06/01/12	\$757.10	\$6.25	\$44.95	\$808.30

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

\$2,883.82
\$0.00
\$150.00
\$75.00
\$3,108.82
\$3,108.82
\$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: 4th 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:

Certificate No.	Parcel ID Number	Date	Legal Description
9415.0000	12-0110-900	06/01/2011	04-2N3-124 BEG AT NW COR OF E1/2 OF SE 1/4 OF NW1/4 ELY ALG N LI OF SD SE1/4 460 FT TO W R/W LI US 29 HWY S ALG SD R/W 220 FT TO POB W PARL TO N LI SD SE1/4 400 FT S PARL TO R/W LI OF HWY 105 FT E PARL TO N LI OF SD SE1/4 400 FT N ALG R/W LI SD HWY 105 FT TO POB OR 2018 P 850

2012 TAX ROLL

DAVIS JOHN C JR & LYNN B
402 E POPLAR ST
ATMORE , Alabama 36502

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

FORM 513
(r.12/00)

TAX COLLECTOR'S CERTIFICATION

APPLICATION DATE

8/28/2013

FULL LEGAL DESCRIPTION
Parcel ID Number: 12-0110-900

September 04, 2013
Tax Year: 2010
Certificate Number: 9415.0000

BEG AT NW COR OF E1/2 OF SE 1/4 OF NW1/4 ELY ALG N LI OF SD SE1/4 460 FT TO W R/W LI US 29 HWY S ALG SD R/W 220 FT TO POB W PARL TO N LI SD SE1/4 400 FT S PARL TO R/W LI OF HWY 105 FT E PARL TO N LI OF SD SE1/4 400 FT N ALG R/W LI SD HWY 105 FT TO POB OR 2018 P 850

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.: 11004

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:

John C. Davis, Jr. and Lynn B. Davis, husband and wife

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.: 11004

October 21, 2013

042N312401000004 - Full Legal Description

BEG AT NW COR OF E1/2 OF SE 1/4 OF NW1/4 ELY ALG N LI OF SD SE1/4 460 FT TO W R/W LI US 29 HWY S
ALG SD R/W 220 FT TO POB W PARL TO N LI SD SE1/4 400 FT S PARL TO R/W LI OF HWY 105 FT E PARL TO N
LI OF SD SE1/4 400 FT N ALG R/W LI SD HWY 105 FT TO POB OR 2018 P 850

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 11004

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 John C. Davis, Jr. and Lynn B. Davis, husband and wife in favor of First National Bank & Trust dated 03/18/2008 and recorded 04/10/2008 in Official Records Book 63112, page 315 of the public records of Escambia County, Florida, in the original amount of \$75,001.30.
2. Tax Lien filed by IRS recorded in O.R. Book 5639, page 279.
3. Taxes for the year 2010-2012 delinquent. The assessed value is \$36,637.00. Tax ID 12-0110-900.

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: 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: 07-07-2014

TAX ACCOUNT NO.: 12-0110-900

CERTIFICATE NO.: 2011-9415

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.

John C. Davis, Jr.
Lynn B. Davis
402 E. Poplar St.
Atmore, AL 36502

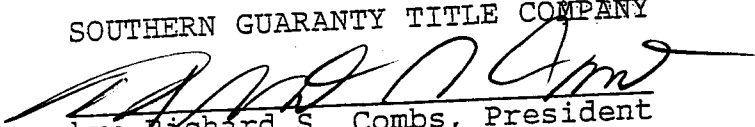
First National Bank & Trust
P.O. Box 27
Atmore, AL 36504

Unknown Tenants
6649 Hwy 29 North
Molino, FL 32577

Internal Revenue Service
400 W. Bay St. Ste 35045
Jacksonville, FL 32202-4437

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.

FILE NO. T-37596-C
DOC. 211.50
SUR
REC. 5.00

This instrument was prepared by:

WARRANTY DEED

STATE OF FLORIDA

COUNTY OF ESCAMBIA Rt. 3, Box 786-E, Cantonment, FL 32533
Grantee's Address

KNOW ALL MEN BY THESE PRESENTS: That JAMES CALVIN BARTON and LARELDA FAYE BARTON, husband and wife

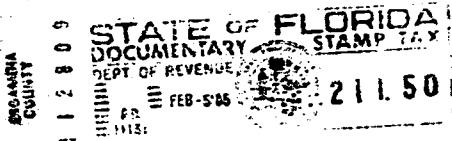
Grantor*
for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt of which is hereby acknowledged has bargained, sold, conveyed and granted unto JOHN C. DAVIS, JR. and LYNN B. DAVIS, husband and wife

grantee's heirs, executors, administrators and assigns, forever, the following described property, situate, lying and being in the County of Escambia, State of Florida, to wit:

Commence at the Northwest corner of the East 1/2 of the Southeast 1/4 of the Northwest 1/4 of Section 4, Township 2 North, Range 31 West, of Escambia County, Florida; thence Easterly along the North line of said Southeast 1/4, 450 feet to the West R/W line of U.S. 29 Highway; thence South along said R/W line 200 feet to the Point of Beginning; thence West parallel to the North line of said Southeast 1/4 400 feet; thence South parallel to the R/W line of said Highway 105 feet; thence East parallel to the North line of said Southeast 1/4 400 feet; thence North along the R/W line of said Highway 105 feet to the Point of Beginning.

This instrument prepared by
Linda K. Alvarez
312 S. Baylen St.

An employee of Chelsea
Title & Guaranty Co.
Pursuant to the issuance
of a Title Insurance Policy



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

*Wherever used herein, the term "grantee/grantor" shall include the heirs, personal representatives, successors and/or assigns of the respective parties herein, the use of singular number shall include the plural, and the plural the singular, the use of any gender shall include all genders.

IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal on February 1, 1985

Signed, sealed and delivered in the presence of:

Linda K. Alvarez (SEAL)
James Calvin Barton (SEAL)
Larelda Faye Barton (SEAL)

(SEAL)

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 1st day of February, 1985 by James Calvin Barton and Larelda Faye Barton, husband and wife

CLERK FILE NO. 346190
FILED AND RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY
FEB 4 1 51 PM '85

Linda K. Alvarez
Notary Public
(Notary Seal)
8-1-88
My Commission Expires

This document was prepared by FIRST NATIONAL BANK & TRUST, P.O.
BOX 27, ATMORE, AL 36504

State of Florida's Documentary Stamp Tax required by law in
the amount of \$ has been paid to the
Clerk of the Circuit Court (or the County Comptroller, if
applicable) for the County of
State of Florida.

Return to:

TVM OF-460
Taylor & Van Matre, P.A.
Post Office Box 9396
Pensacola, FL 32513

State of Florida

Space Above This Line For Recording Data

MORTGAGE

(With Future Advance Clause)

1. DATE AND PARTIES. The date of this Mortgage (Security Instrument) is 03-18-2008 and the parties, their addresses and tax identification numbers, if required, are as follows:

MORTGAGOR:

JOHN C. DAVIS JR AND LYNN B. DAVIS, HUSBAND AND WIFE
6849 HIGHWAY 28 N
MOLINO, FL 32577-5278

- If checked, refer to the attached Addendum incorporated herein, for additional Mortgages, their signatures and acknowledgments.

LENDER:

THE FIRST NATIONAL BANK & TRUST
ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA
POST OFFICE BOX 27
ATMORE, AL 36504

2. CONVEYANCE. For good and valuable consideration, the receipt and sufficiency of which is acknowledged, and to secure the Secured Debt (defined below) and Mortgagor's performance under this Security Instrument, Mortgagor grants, bargains, conveys and mortgages to Lender the following described property:
SEE ATTACHED EXHIBIT "A" INCORPORATED BY REFERENCE HEREIN. SUBJECT PROPERTY IS HOMESTEAD OF MORTGAGORS.

The property is located in ESCAMBIA at 6849 HWY 28 NORTH
(County)
MOLINO, Florida 32577
(Address) (City) (ZIP Code)

Together with all rights, easements, appurtenances, royalties, mineral rights, oil and gas rights, all water and riparian rights, ditches, and water stock and all existing and future improvements, structures, fixtures, and replacements that may now, or at any time in the future, be part of the real estate described above (all referred to as "Property").

3. SECURED DEBT AND FUTURE ADVANCES. The term "Secured Debt" is defined as follows:
A. The initial indebtedness secured by this Security Instrument is the debt incurred under the terms of all promissory note(s), contract(s), guaranty(ies) or other evidence of debt described below and all their extensions, renewals, modifications or substitutions. (When referencing the debts below it is suggested that you include items such as borrowers' names, note amounts, interest rates, maturity dates, etc.) LOAN #8034102 IN THE NAME OF JOHN C DAVIS JR AND LYNN B DAVIS IN THE AMOUNT OF \$75,001.30 WITH AN INTEREST RATE OF 8.71% MATURING ON 3/10/2013 ALONG WITH ALL RENEWALS, ADDITIONS, EXTENSIONS AND MODIFICATIONS THEREOF WITH THE SAME OR WITH A DIFFERENT LOAN NUMBER.

B. All future advances made within 20 years from the date of this Security Instrument from Lender to Mortgagor or other future obligations of Mortgagor to Lender pursuant to section 4 of this Security Instrument under any promissory note, contract, guaranty, or other evidence of debt executed by Mortgagor in favor of Lender after this Security Instrument whether or not this Security Instrument is specifically referenced. If more than one person signs this Security Instrument, each Mortgagor agrees that this Security Instrument will secure all future advances and future obligations that are given to or incurred by any one or more Mortgagor, or any one or more Mortgagor and others. All future advances and other

[Handwritten signatures] (page 1 of 4)

future obligations are secured by this Security Instrument even though all or part may not yet be advanced. All future advances and other future obligations are secured as if made on the date of this Security Instrument. Nothing in this Security Instrument shall constitute a commitment to make additional or future loans or advances in any amount. Any such commitment must be agreed to in a separate writing.

C. All obligations Mortgagor owes to Lender, which may later arise, to the extent not prohibited by law, including, but not limited to, liabilities for overdrafts relating to any deposit account agreement between Mortgagor and Lender.

D. All additional sums advanced and expenses incurred by Lender for insuring, preserving or otherwise protecting the Property and its value and any other sums advanced and expenses incurred by Lender under the terms of this Security Instrument.

This Security Instrument will not secure any other debt if Lender fails to give any required notice of the right of rescission.

4. **MAXIMUM OBLIGATION LIMIT; FUTURE ADVANCES.** The total principal amount secured by this Security Instrument at any one time shall not exceed \$ 78,336.00. This limitation of amount does not include interest and other fees and charges validly made pursuant to this Security Instrument. Also, this limitation does not apply to advances made under the terms of this Security Instrument to protect Lender's security and to perform any of the covenants contained in this Security Instrument.

5. **PAYMENTS.** Mortgagor agrees that all payments under the Secured Debt will be paid when due and in accordance with the terms of the Secured Debt and this Security Instrument.

6. **WARRANTY OF TITLE.** Mortgagor warrants that Mortgagor is or will be lawfully seized of the estate conveyed by this Security Instrument and has the right to grant, bargain, convey, sell, and mortgage the Property. Mortgagor also warrants that the Property is unencumbered, except for encumbrances of record.

7. **PRIOR SECURITY INTERESTS.** With regard to any other mortgage, deed of trust, security agreement or other lien document that created a prior security interest or encumbrance on the Property, Mortgagor agrees:

A. To make all payments when due and to perform or comply with all covenants.

B. To promptly deliver to Lender any notices that Mortgagor receives from the holder.

C. Not to allow any modification or extension of, nor to request any future advances under any note or agreement secured by the lien document without Lender's prior written consent.

8. **CLAIMS AGAINST TITLE.** Mortgagor will pay all taxes, assessments, liens, encumbrances, lease payments, ground rents, utilities, and other charges relating to the Property when due. Lender may require Mortgagor to provide to Lender copies of all notices that such amounts are due and the receipts evidencing Mortgagor's payment. Mortgagor will defend title to the Property against any claims that would impair the lien of this Security Instrument. Mortgagor agrees to assign to Lender, as requested by Lender, any rights, claims or defenses Mortgagor may have against parties who supply labor or materials to maintain or improve the Property.

9. **DUE ON SALE OR ENCUMBRANCE.** Lender may, at its option, declare the entire balance of the Secured Debt to be immediately due and payable upon the creation of, or contract for the creation of, any lien, encumbrance, transfer or sale of the Property. This right is subject to the restrictions imposed by federal law (12 C.F.R. 591), as applicable. This covenant shall run with the Property and shall remain in effect until the Secured Debt is paid in full and this Security Instrument is released.

10. **PROPERTY CONDITION, ALTERATIONS AND INSPECTION.** Mortgagor will keep the Property in good condition and make all repairs that are reasonably necessary. Mortgagor shall not commit or allow any waste, impairment, or deterioration of the Property. Mortgagor will keep the Property free of noxious weeds and grasses. Mortgagor agrees that the nature of the occupancy and use will not substantially change without Lender's prior written consent. Mortgagor will not permit any change in any license, restrictive covenant or easement without Lender's prior written consent. Mortgagor will notify Lender of all demands, proceedings, claims and actions against Mortgagor, and of any loss or damage to the Property.

Lender or Lender's agents may, at Lender's option, enter the Property at any reasonable time for the purpose of inspecting the Property. Lender shall give Mortgagor notice at the time of or before an inspection specifying a reasonable purpose for the inspection. Any inspection of the Property shall be entirely for Lender's benefit and Mortgagor will in no way rely on Lender's inspection.

11. **AUTHORITY TO PERFORM.** If Mortgagor fails to perform any duty or any of the covenants contained in this Security Instrument, Lender may, without notice, perform or cause them to be performed. Mortgagor appoints Lender as attorney in fact to sign Mortgagor's name or pay any amount necessary for performance. Lender's right to perform for Mortgagor shall not create an obligation to perform, and Lender's failure to perform will not preclude Lender from exercising any of Lender's other rights under the law or this Security Instrument. If any construction on the Property is discontinued or not carried on in a reasonable manner, Lender may take all steps necessary to protect Lender's security interest in the Property, including completion of the construction.

12. **ASSIGNMENT OF LEASES AND RENTS.** Mortgagor irrevocably grants, bargains, conveys and mortgages to Lender as additional security all the right, title and interest in and to any and all existing or future leases, subleases, and any other written or verbal agreements for the use and occupancy of any portion of the Property, including any extensions, renewals, modifications or substitutions of such agreements (all referred to as "Leases") and rents, issues and profits (all referred to as "Rents"). Mortgagor will promptly provide Lender with true and correct copies of all existing and future Leases. Mortgagor may collect, receive, enjoy and use the Rents so long as Mortgagor is not in default under the terms of this Security Instrument.

Mortgagor agrees that this assignment is immediately effective between the parties to this Security Instrument and effective as to third parties on the recording of this Security Instrument. Mortgagor agrees that Lender is entitled to notify Mortgagor or Mortgagor's tenants to make payments of Rents due or to become due directly to Lender after such recording. However, Lender agrees not to notify Mortgagor's tenants until Mortgagor defaults and Lender notifies Mortgagor in writing of the default and demands that Mortgagor and Mortgagor's tenants pay all Rents due or to become due directly to Lender. On receiving notice of default, Mortgagor will endorse and deliver to Lender any payment of Rents in Mortgagor's possession and will receive any Rents in trust for Lender and will not commingle the Rents with any other funds. Any amounts collected will be applied as provided in this Security Instrument. Mortgagor warrants that no default exists under the Leases or any applicable landlord/tenant law. Mortgagor also agrees to maintain and require any tenant to comply with the terms of the Leases and applicable law.

ABD (page 2 of 4) JLD

13. **LEASEHOLDS; CONDOMINIUMS; PLANNED UNIT DEVELOPMENTS.** Mortgagor agrees to comply with the provisions of any lease if this Security Instrument is on a leasehold. If the Property includes a unit in a condominium or a planned unit development, Mortgagor will perform all of Mortgagor's duties under the covenants, by-laws, or regulations of the condominium or planned unit development.
14. **DEFAULT.** Mortgagor will be in default if any party obligated on the Secured Debt fails to make payment when due. Mortgagor will be in default if a breach occurs under the terms of this Security Instrument or any other document executed for the purpose of creating, securing or guarantying the Secured Debt. A good faith belief by Lender that Lender at any time is insecure with respect to any person or entity obligated on the Secured Debt or that the prospect of any payment or the value of the Property is impaired shall also constitute an event of default.
15. **REMEDIES ON DEFAULT.** In some instances, federal and state law will require Lender to provide Mortgagor with notice of the right to cure or other notices and may establish time schedules for foreclosure actions. Subject to these limitations, if any, Lender may accelerate the Secured Debt and foreclose this Security Instrument in a manner provided by law if Mortgagor is in default.

At the option of Lender, all or any part of the agreed fees and charges, accrued interest and principal shall become immediately due and payable, after giving notice if required by law, upon the occurrence of a default or anytime thereafter. In addition, Lender shall be entitled to all the remedies provided by law, the terms of the Secured Debt, this Security Instrument and any related documents. All remedies are distinct, cumulative and not exclusive, and the Lender is entitled to all remedies provided at law or equity, whether or not expressly set forth. The acceptance by Lender of any sum in payment or partial payment on the Secured Debt after the balance is due or is accelerated or after foreclosure proceedings are filed shall not constitute a waiver of Lender's right to require complete cure of any existing default. By not exercising any remedy on Mortgagor's default, Lender does not waive Lender's right to later consider the event a default if it continues or happens again.

16. **EXPENSES; ADVANCES ON COVENANTS; ATTORNEYS' FEES; COLLECTION COSTS.** Except when prohibited by law, Mortgagor agrees to pay all of Lender's expenses if Mortgagor breaches any covenant in this Security Instrument. Mortgagor will also pay on demand any amount incurred by Lender for insuring, inspecting, preserving or otherwise protecting the Property and Lender's security interest. These expenses will bear interest from the date of the payment until paid in full at the highest interest rate in effect as provided in the terms of the Secured Debt. Mortgagor agrees to pay all costs and expenses incurred by Lender in collecting, enforcing or protecting Lender's rights and remedies under this Security Instrument. This amount may include, but is not limited to, reasonable attorneys' fees, court costs, and other legal expenses. This Security Instrument shall remain in effect until released. Mortgagor agrees to pay for any recordation costs of such release.
17. **ENVIRONMENTAL LAWS AND HAZARDOUS SUBSTANCES.** As used in this section, (1) Environmental Law means, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA, 42 U.S.C. 9601 et seq.), and all other federal, state and local laws, regulations, ordinances, court orders, attorney general opinions or interpretive letters concerning the public health, safety, welfare, environment or a hazardous substance; and (2) Hazardous Substance means any toxic, radioactive or hazardous material, waste, pollutant or contaminant which has characteristics which render the substance dangerous or potentially dangerous to the public health, safety, welfare or environment. The term includes, without limitation, any substances defined as "hazardous material," "toxic substances," "hazardous waste" or "hazardous substance" under any Environmental Law.
- Mortgagor represents, warrants and agrees that:
- Except as previously disclosed and acknowledged in writing to Lender, no Hazardous Substance is or will be located, stored or released on or in the Property. This restriction does not apply to small quantities of Hazardous Substances that are generally recognized to be appropriate for the normal use and maintenance of the Property.
 - Except as previously disclosed and acknowledged in writing to Lender, Mortgagor and every tenant have been, are, and shall remain in full compliance with any applicable Environmental Law.
 - Mortgagor shall immediately notify Lender if a release or threatened release of a Hazardous Substance occurs on, under or about the Property or there is a violation of any Environmental Law concerning the Property. In such an event, Mortgagor shall take all necessary remedial action in accordance with any Environmental Law.
 - Mortgagor shall immediately notify Lender in writing as soon as Mortgagor has reason to believe there is any pending or threatened investigation, claim, or proceeding relating to the release or threatened release of any Hazardous Substance or the violation of any Environmental Law.





18. **CONDEMNATION.** Mortgagor will give Lender prompt notice of any pending or threatened action, by private or public entities to purchase or take any or all of the Property through condemnation, eminent domain, or any other means. Mortgagor authorizes Lender to intervene in Mortgagor's name in any of the above described actions or claims. Mortgagor assigns to Lender the proceeds of any award or claim for damages connected with a condemnation or other taking of all or any part of the Property. Such proceeds shall be considered payments and will be applied as provided in this Security Instrument. This assignment of proceeds is subject to the terms of any prior mortgage, deed of trust, security agreement or other lien document.
19. **INSURANCE.** Mortgagor shall keep Property insured against loss by fire, flood, theft and other hazards and risks reasonably associated with the Property due to its type and location. This insurance shall be maintained in the amounts and for the periods that Lender requires. What Lender requires pursuant to the preceding two sentences can change during the term of the Secured Debt. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Lender's approval, which shall not be unreasonably withheld. If Mortgagor fails to maintain the coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property according to the terms of this Security Instrument.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard "mortgage clause" and, where applicable, "loss payee clause." Mortgagor shall immediately notify Lender of cancellation or termination of the insurance. Lender shall have the right to hold the policies and renewals. If Lender requires, Mortgagor shall immediately give to Lender all receipts of paid premiums and renewal notices. Upon loss, Mortgagor shall give immediate notice to the insurance carrier and Lender. Lender may make proof of loss if not made immediately by Mortgagor.

Unless otherwise agreed in writing, all insurance proceeds shall be applied to the restoration or repair of the Property or to the Secured Debt, whether or not then due, at Lender's option. Any application of proceeds to principal shall not extend or postpone the due date of the scheduled payment nor change the amount of any payment. Any excess will be paid to the Mortgagor. If the Property is acquired by Lender, Mortgagor's right to any insurance policies and proceeds resulting from damage to the Property before the acquisition shall pass to Lender to the extent of the Secured Debt immediately before the acquisition.

- 20. **ESCROW FOR TAXES AND INSURANCE.** Unless otherwise provided in a separate agreement, Mortgagor will not be required to pay to Lender funds for taxes and insurance in escrow.
- 21. **FINANCIAL REPORTS AND ADDITIONAL DOCUMENTS.** Mortgagor will provide to Lender upon request, any financial statement or information Lender may deem reasonably necessary. Mortgagor agrees to sign, deliver, and file any additional documents or certifications that Lender may consider necessary to perfect, continue, and preserve Mortgagor's obligations under this Security Instrument and Lender's lien status on the Property.
- 22. **JOINT AND INDIVIDUAL LIABILITY; CO-SIGNERS; SUCCESSORS AND ASSIGNS BOUND.** All duties under this Security Instrument are joint and individual. If Mortgagor signs this Security Instrument but does not sign an evidence of debt, Mortgagor does so only to mortgage Mortgagor's interest in the Property to secure payment of the Secured Debt and Mortgagor does not agree to be personally liable on the Secured Debt. If this Security Instrument secures a guaranty between Lender and Mortgagor, Mortgagor agrees to waive any rights that may prevent Lender from bringing any action or claim against Mortgagor or any party indebted under the obligation. These rights may include, but are not limited to, any anti-deficiency or one-action laws. Mortgagor agrees that Lender and any party to this Security Instrument may extend, modify or make any change in the terms of this Security Instrument or any evidence of debt without Mortgagor's consent. Such a change will not release Mortgagor from the terms of this Security Instrument. The duties and benefits of this Security Instrument shall bind and benefit the successors and assigns of Mortgagor and Lender.
- 23. **APPLICABLE LAW; SEVERABILITY; INTERPRETATION.** This Security Instrument is governed by the laws of the jurisdiction in which Lender is located, except to the extent otherwise required by the laws of the jurisdiction where the Property is located. This Security Instrument is complete and fully integrated. This Security Instrument may not be amended or modified by oral agreement. Any section in this Security Instrument, attachments, or any agreement related to the Secured Debt that conflicts with applicable law will not be effective, unless that law expressly or impliedly permits the variations by written agreement. If any section of this Security Instrument cannot be enforced according to its terms, that section will be severed and will not affect the enforceability of the remainder of this Security Instrument. Whenever used, the singular shall include the plural and the plural the singular. The captions and headings of the sections of this Security Instrument are for convenience only and are not to be used to interpret or define the terms of this Security Instrument. Time is of the essence in this Security Instrument.
- 24. **NOTICE.** Unless otherwise required by law, any notice shall be given by delivering it or by mailing it by first class mail to the appropriate party's address on page 1 of this Security Instrument, or to any other address designated in writing. Notice to one mortgagor will be deemed to be notice to all mortgagors.
- 25. **WAIVERS.** Except to the extent prohibited by law, Mortgagor waives all appraisal and homestead exemption rights relating to the Property.
- 26. **OTHER TERMS.** If checked, the following are applicable to this Security Instrument:
 - Line of Credit.** The Secured Debt includes a revolving line of credit provision. Although the Secured Debt may be reduced to a zero balance, this Security Instrument will remain in effect until released.
 - Construction Loan.** This Security Instrument secures an obligation incurred for the construction of an improvement on the Property.
 - Fixture Filing.** Mortgagor grants to Lender a security interest in all goods that Mortgagor owns now or in the future and that are or will become fixtures related to the Property. This Security Instrument suffices as a financing statement and any carbon, photographic or other reproduction may be filed of record for purposes of Article 9 of the Uniform Commercial Code.
 - Riders.** The covenants and agreements of each of the riders checked below are incorporated into and supplement and amend the terms of this Security Instrument. [Check all applicable boxes]
 - Condominium Rider Planned Unit Development Rider Other
 - Additional Terms.**
- Payment of this note or mortgage is subject to the terms of a home improvement installment contract of even date between maker and payee or mortgagor and mortgagee.**

SIGNATURES: By signing below, Mortgagor agrees to the terms and covenants contained in this Security Instrument and in any attachments. Mortgagor also acknowledges receipt of a copy of this Security Instrument on the date stated on page 1.


 (Signature) JOHN C. DAVIS JR.

 (Date)

 (Signature) LYNN B. DAVIS

 (Date)

.....
 (Witness) (Witness)

ACKNOWLEDGMENT:
 STATE OF ALABAMA COUNTY OF ESCAMBIA } ss.
 This instrument was acknowledged before me this 18TH day of MARCH, 2008
 JOHN C. DAVIS JR. LYNN B. DAVIS, HUSBAND AND WIFE
 who is personally known to me or who has produced as identification.
 My commission expires: 1/25/2012



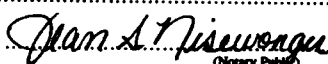


 (Notary Public)

EXHIBIT "A"

Commence at the NW corner of the E 1/2 of the SE 1/4 of the NW 1/4 of Section 4, Township 2 North, Range 31 West, of Escambia County, Florida; thence Easterly along the North line of said SE 1/4, 460 feet to the West right-of-way line of U.S. 29 Highway; thence South along said R/W line 220 feet to the Point of Beginning; thence West parallel to the North line of said SE 1/4, 400 feet; thence South parallel to the R/W line of said Highway, 105 feet; thence East parallel to the North line of said SE 1/4, 400 feet; thence North along the R/W line of said Highway, 105 feet to the Point of Beginning.

SIGNED FOR IDENTIFICATION:



JOHN C. DAVIS, JR.



DATE



LYNN B. DAVIS



DATE

\$10.00 DUE

1872

Department of the Treasury - Internal Revenue Service

Form 668 (Y)(c)
 (Rev. February 2004)

Notice of Federal Tax Lien

Area: SMALL BUSINESS/SELF EMPLOYED AREA #5 Lien Unit Phone: (800) 913-6050	Serial Number 226077805	For Optional Use by Recording Office
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As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this liability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue.

Name of Taxpayer JOHN C DAVIS
 DBA DAVIS AND DAVIS

Residence 6649 HWY 29 N
 MOLINO, FL 32577

IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refuted by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a).

Kind of Tax (a)	Tax Period Ending (b)	Identifying Number (c)	Date of Assessment (d)	Last Day for Refiling (e)	Unpaid Balance of Assessment (f)
6721	12/31/2000	59-3039741	04/07/2003	05/07/2013	1650.00
940	12/31/1999	59-3039741	03/06/2000	04/05/2010	
940	12/31/1999	59-3039741	06/03/2002	07/03/2012	4085.35
940	12/31/2000	59-3039741	05/20/2002	06/19/2012	794.71
941	03/31/2000	59-3039741	12/04/2000	01/03/2011	2598.99
941	06/30/2000	59-3039741	11/26/2001	12/26/2011	14313.72
941	09/30/2000	59-3039741	11/26/2001	12/26/2011	6840.86
941	12/31/2000	59-3039741	11/26/2001	12/26/2011	1936.55

Place of Filing CLERK OF CIRCUIT COURT ESCAMBIA COUNTY PENSACOLA, FL 32595	Total	\$ 32220.18
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This notice was prepared and signed at JACKSONVILLE, FL, on this,

the 03rd day of May, 2005.

Signature <i>C Sherwood</i> for J. GREGORY	Title REVENUE OFFICER (850) 435-8464	25-07-2410
--	--	------------

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING
NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 09415 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:

JOHN C DAVIS JR 402 E POPLAR ST ATMORE, AL 36502	LYNN B DAVIS 402 E POPLAR ST ATMORE, AL 36502
JOHN C DAVIS JR C/O TENANT 6649 HWY 29 NORTH MOLINO FL 32577	FIRST NATIONAL BANK & TRUST PO BOX 27 ATMORE AL 36504
IRS COLLECTION ADVISORY GROUP 400 W BAY STREET STE 35045 JACKSONVILLE FL 32202	

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 holder of Tax Certificate No. 09415, 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 NW COR OF E1/2 OF SE 1/4 OF NW1/4 ELY ALG N LI OF SD SE1/4 460 FT TO W R/W LI US 29 HWY S ALG SD R/W 220 FT TO POB W PARL TO N LI SD SE1/4 400 FT S PARL TO R/W LI OF HWY 105 FT E PARL TO N LI OF SD SE1/4 400 FT N ALG R/W LI SD HWY 105 FT TO POB OR 2018 P 850

SECTION 04, TOWNSHIP 2 N, RANGE 31 W

TAX ACCOUNT NUMBER 120110900 (14-504)

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

JOHN C DAVIS JR and LYNN B DAVIS

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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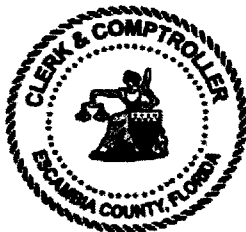
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Post Property:

6649 HWY 29 NORTH 32577



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

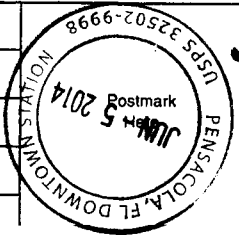
7008 1830 0000 0244 1758

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$.49
Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.49



Sent To: IRS COLLECTION ADVISORY GROUP [14-504]
 Street or PO: 400 W BAY STREET
 City, State: STE 35045 JACKSONVILLE FL 32202

PS Form 3800, August 2007

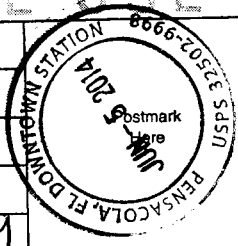
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Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.49



Sent To: JOHN C DAVIS JR [14-504]
 Street or PO: C/O TENANT
 City, State: 6649 HWY 29 NORTH MOLINO FL 32577

PS Form 3800, August 2007

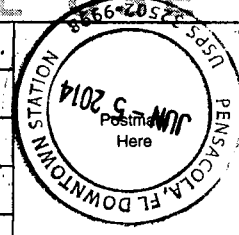
7008 1830 0000 0244 1796

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$.49
Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.49



Sent To: FIRST NATIONAL BANK & TRUST [14-504]
 Street or PO: PO BOX 27
 City, State: ATMORE AL 36504

PS Form 3800, August 2007

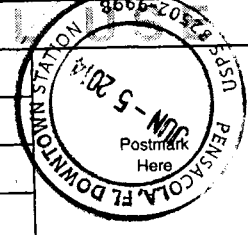
7008 1830 0000 0244 1772

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$.49
Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.49



Sent To: LYNN B DAVIS [14-504]
 Street or PO: 402 E POPLAR ST
 City, State: ATMORE, AL 36502

PS Form 3800, August 2007

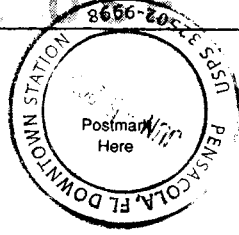
7008 1830 0000 0244 1765

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

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OFFICIAL USE

Postage	\$.49
Certified Fee	3.30
Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.49



Sent To: JOHN C DAVIS JR [14-504]
 Street or PO: 402 E POPLAR ST
 City, State: ATMORE, AL 36502

PS Form 3800, August 2007

11/9415

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

FIRST NATIONAL BANK & TRUST
 [14-504]
 PO BOX 27
 ATMORE AL 36504

2. Article Number

(Transfer from service label)

7008 1830 0000 0244 1796

PS Form 3811, July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Carl Staples*

Agent

Addressee

B. Received by (Printed Name)

C.S.

C. Date of Delivery

6/11/14

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

JUN 11 2014

3. Service Type

Certified Mail®

Priority Mail Express™

Registered

Return Receipt for Merchandise

Insured Mail

Collect on Delivery

4. Restricted Delivery? (Extra Fee)

Yes

11/9415

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

IRS COLLECTION ADVISORY GROUP
 [14-504]
 400 W BAY STREET
 STE 35045
 JACKSONVILLE FL 32202

2. Article Number

(Transfer from service label)

7008 1830 0000 0244 1758

PS Form 3811, July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

Agent

Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

Certified Mail®

Priority Mail Express™

Registered

Return Receipt for Merchandise

Insured Mail

Collect on Delivery

4. Restricted Delivery? (Extra Fee)

Yes

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

LYNN B DAVIS [14-504]
402 E POPLAR ST
ATMORE, AL 36502

2. Article Number

(Transfer from service label)

7008 1830 0000 0244 1772

PS Form 3811, July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *John Davis*

Agent

Addressee

B. Received by (Printed Name)

John Davis

C. Date of Delivery

6-13

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No

3. Service Type

Certified Mail®

Priority Mail Express™

Registered

Return Receipt for Merchandise

Insured Mail

Collect on Delivery

4. Restricted Delivery? (Extra Fee)

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ATMORE, AL 36502

2. Article Number

(Transfer from service label)

7008 1830 0000 0244 1765

PS Form 3811, July 2013

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *John Davis*

Agent

Addressee

B. Received by (Printed Name)

John Davis

C. Date of Delivery

6-13

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3. Service Type

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Yes

11/9415

PAM CHILDERS
CLERK OF THE CIRCUIT COURT & COM
OFFICIAL RECORDS DIVISIC
221 Palafox Place
P.O. Box 333
Pensacola, FL 32591-0333

CERTIFIED MAIL™



7008 1830 0800 0244 1789

REPOST
06/05/2014

US POSTAGE

\$06.48



ZIP 32502
041L11221084

VTE

JOHN C DAVIS JR [14-5041
C/O TENANT
6649 HWY 29 NORTH
MOLINO FL 32577

6/6 WA ATT NMB

6/7 WA ATT @ Home

NIXIE 322 FE 1989 0006/15/14

NOT DELIVERABLE AS ADDRESSED
RETURN TO SENDER
UNABLE TO FORWARD

BC: 32591033333 *2087-04258-05-41

325778827833

11/9415

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NOTICE OF APPLICATION FOR TAX DEED

NOTICE IS HEREBY GIVEN, That **PPF HOLDINGS III LTD** holder of **Tax Certificate No. 09415**, 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:

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TAX ACCOUNT NUMBER 120110900 (14-504)

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Post Property:

6649 HWY 29 NORTH 32577



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

By:
Emily Hogg
Deputy Clerk