

**TAX COLLECTOR'S CERTIFICATION**

**Application  
Date / Number  
Dec 19, 2013 / 130950**

This is to certify that the holder listed below of Tax Sale Certificate Number **2011 / 11375.0000** , 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: 15-1046-000**

**Certificate Holder:**  
TRC-SPE LLC US BANK, CUSTODIAN FOR TRC-SPE  
50 SOUTH 16TH STREET SUITE 195  
PHILADELPHIA, PENNSYLVANIA 19102

**Property Owner:**  
MARSHALL CALLIE MAE EST OF  
C/O WILLIE F MARSHALL  
910 NORTH L ST  
PENSACOLA , FLORIDA 32501

**Legal Description: 00-0S0-090**  
LT 5 BLK 107 WEST KING TRACT OR 2508 P 544 OR 4799 P 1073 CA 115

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       | 11375.0000         | 06/01/11     | \$1,244.28 | \$0.00  | \$112.51 | \$1,356.79 |

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

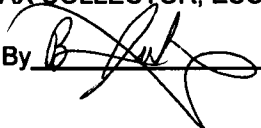
| Cert. Year | Certificate Number | Date of Sale | Face Amt   | T/C Fee | Interest | Total      |
|------------|--------------------|--------------|------------|---------|----------|------------|
| 2013       | 9846.0000          | 06/01/13     | \$1,050.00 | \$6.25  | \$52.50  | \$1,108.75 |
| 2012       | 10772.0000         | 06/01/12     | \$1,110.00 | \$6.25  | \$87.88  | \$1,204.13 |

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 (2013)
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

|            |
|------------|
| \$3,669.67 |
| \$0.00     |
| \$899.07   |
| \$150.00   |
| \$75.00    |
| \$4,793.74 |
|            |
|            |
|            |
|            |
|            |
| \$4,793.74 |
|            |
|            |
|            |
|            |
|            |
| \$6.25     |
|            |

\*Done this 19th day of December, 2013

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By  \_\_\_\_\_

Date of Sale: 4/5/14 \_\_\_\_\_

\* 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,

**TRC-SPE LLC US BANK, CUSTODIAN FOR TRC-SPE  
50 SOUTH 16TH STREET SUITE 195  
PHILADELPHIA, Pennsylvania, 19102**

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>  |
|------------------------|-------------------------|-------------|---|
| 11375.0000             | 15-1046-000             | 06/01/2011  | 00-050-090<br>LT 5 BLK 107 WEST KING TRACT OR 2508 P 544<br>OR 4799 P 1073 CA 115 |

**2013 TAX ROLL**

MARSHALL CALLIE MAE EST OF  
C/O WILLIE F MARSHALL  
910 NORTH L ST  
PENSACOLA , Florida 32501

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.

trcspellc (Dan Friedman)  
Applicant's Signature

12/19/2013  
Date

# 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.: 11046

January 7, 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 01-07-1994, through 01-07-2014, and said search reveals the following:

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

Estate of Callie Mae Marshall

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

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

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

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

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

Southern Guaranty Title Company

By: 

January 7, 2014

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 11046

January 7, 2014

**Lot 5, Block 107, West King Tract, City of Pensacola, according to map of said City  
copyrighted by Thomas C. Watson in 1906.**

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 11046

January 7, 2014

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

1. That certain mortgage executed by Callie Mae Marshall and Willie F. Marshall in favor of City of Pensacola dated 07/23/2002 and recorded 09/05/2002 in Official Records Book 4966, page 1697 of the public records of Escambia County, Florida, in the original amount of \$36,000.00
2. That certain mortgage executed by Callie Mae Marshall and Willie F. Marshall in favor of City of Pensacola dated 07/23/2002 and recorded 09/05/2002 in Official Records Book 4966, page 1699 of the public records of Escambia County, Florida, in the original amount of \$24,000.00.
3. Taxes for the year 2010-2012 delinquent. The assessed value is \$46,673.00. Tax ID 15-1046-000.

**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: 4-7-2014

TAX ACCOUNT NO.: 15-1046-000

CERTIFICATE NO.: 2011-11375

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        tax year.

Beneficiaries and Heirs of the  
Estate of Callie Mae Marshall  
c/o Willie F. Marshall  
910 North L St.  
Pensacola, FL 32501

City of Pensacola  
Attn: Housing Dept.  
P.O. Box 12910  
Pensacola, FL 32521

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

**This Warranty Deed**

OR BK 4799 PG 1073  
Escambia County, Florida  
INSTRUMENT 2001-901086

Made this 8<sup>th</sup> day of November A.D. 2001  
by

Chester N. Lane

hereinafter called the grantor, to

Callie Mae Marshall

whose post office address is: 910 North "L" St  
Pensacola, FL 32501

Grantee's SSN:  
hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of \$ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, remises, releases, conveys and confirms unto the grantee, all that certain land situate in County, Florida, viz:

Lot 5, Block 107, West King Tract, City of Pensacola, Known as 910 No. "L" St. Pensacola FL 32501

SUBJECT TO covenants, restrictions, easements of record and taxes for the current year.

**Parcel Identification Number:**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining. To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 19

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

Signed, sealed and delivered in our presence:

Christina M. Smith  
Christina M. Smith  
401 E. 9 Mile Rd  
Pensacola, FL 32514

Chester N. Lane [S]  
Chester N. Lane  
1301 W. Jackson St.  
Pensacola, FL 32501 [S]

James M. Smith  
James M. Smith  
401 E. 9 Mile Rd  
Pensacola, FL 32514

\_\_\_\_\_[S]  
\_\_\_\_\_[S]

State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of November, 2001, by Chester N. Lane

who is personally known to me or who has produced and who \_\_\_\_\_ as identification take an oath.

PREPARED BY: Christina M. Smith  
RECORD & RETURN TO: 401 E. 9 Mile Rd, Pensacola, FL 32514

Christina M. Smith  
Print Name: CHRISTINA M. SMITH  
Notary Public  
My Commission Expires: 11/01/2005  
Escambia County, Florida  
01-077006

Prepared by:  
✓ M. Thomas Lane  
Housing Manager  
City of Pensacola  
Post Office Box 12910  
Pensacola, FL 32521-0031

OR BK 4966 P61697  
Escambia County, Florida  
INSTRUMENT 2002-002575

MTB REC STAMPS PD @ ESC CO \$ 125.00  
09/05/02 ERNIE LEE MURPHY, CLERK  
By: *[Signature]*  
INTRINSIBLE-TAX PD @ ESC CO \$ 72.00  
09/05/02 ERNIE LEE MURPHY, CLERK  
By: *[Signature]*

CITY OF PENSACOLA  
HOUSING DEPARTMENT  
HOME HOUSING RECONSTRUCTION PROGRAM

MORTGAGE

LOAN

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

**10.50**  
**126.00**  
**72.00**

**Callie Mae Marshall and Willie F. Marshall, 910 North "L" St., Pensacola, FL 32501**, hereinafter called Mortgagor, in consideration of the principal sum specified in the Promissory Note(s) hereafter described, received from the City of Pensacola, a municipal corporation organized under the laws of Florida, Post Office Box 12910, Pensacola, Florida 32521, as administrator of the HOME Investment Trust Fund hereinafter called Mortgagee, (which terms Mortgagor and Mortgagee shall be construed to include the plural as well as the singular, whenever the context so permits or requires) hereby on this 23rd day of July 2002, mortgages to the Mortgagee the real property in Escambia County, Florida, (the "Property") described as follows:

Lot 5, Block 107, West King Tract, City of Pensacola, according to map of said City, copyrighted by Thomas C. Watson in 1906.

as security for payment of the certain Promissory Note(s) (the "Note(s)"), dated this 23rd day of July 2002, for the sum of Thirty Six Thousand Dollars (\$36,000.00) [comprised of \$28,500.00 in HOME Investment Partnership Act (HOME) Program funds as provided by the U.S. Department of Housing and Urban Development and \$7,500.00 in Escambia/Pensacola State Housing Initiative Partnership (SHIP) Program funds provided by the State of Florida], payable in 240 installments with interest at the fixed, simple rate of Zero% per year, signed by Callie Mae Marshall and Willie F. Marshall.

AND Mortgagor agrees:

1. This Mortgage shall not be subordinated under any circumstances.
2. This Mortgage shall also secure all extensions or renewals of the Note(s), such future or additional advances as may be made by the Mortgagee at the option of the Mortgagee to the Mortgagor, and also, the payment of any and all notes, liabilities, and obligations of the Mortgagor to the Mortgagee, its successors or assigns, whether as maker, endorser, guarantor or otherwise, and whether such notes, liabilities or obligations, or any of them, be now in existence or accrue or arise hereafter, or be now owned or held by the Mortgagee, or be acquired hereafter, it being the intent and purpose of the Mortgagor to secure, by this Mortgage, all notes, claims, demands, liabilities and obligations which the Mortgagee, its successors or assigns, may have, hold or acquire at any time during the life of this Mortgage against the Mortgagor. Provided that the total of the amount secured hereby shall not exceed at any one time the sum of Thirty Six Thousand Dollars (\$36,000.00) in the aggregate; 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 20 years after the date of this Mortgage or within such lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable consideration.
3. To make all payments required by the Note(s) and this Mortgage promptly when due.
4. To pay all taxes, assessments, liens and encumbrances on the property promptly when due. If they are not promptly paid, the Mortgagee may pay them without waiving the option to foreclose, and such payments, with interest at the maximum rate allowed by law, shall be payable on demand by Mortgagee and shall be secured by this Mortgage.
5. To keep all buildings and improvements now or hereafter on the property insured against loss or damage by fire, flood or such other risks and matters, as Mortgagee may from time to time require in amounts required by Mortgagee, not exceeding in the aggregate 100 percent of the full insurable value of the Property and shall pay the premiums for such insurance as the same become due and payable. If the Mortgagor shall not do so, the Mortgagee may do so without waiving the option to foreclose, and the cost thereof, with interest thereon from the date of payment at the maximum rate allowed by law, shall be payable upon demand by Mortgagee and shall be secured by this Mortgage. All policies of insurance (the "Policies") shall be issued by an insurer acceptable to Mortgagee and shall contain the standard New York Mortgagee non-contribution provision naming Mortgagee as the person to which all payments made by such insurance company shall be paid. Mortgagor will provide the Mortgagee a copy of the policy(ies) and Certificate(s) of Insurance from the insurance company listing Mortgagee as an additional named insured or mortgagee. Not later than 30 days prior to the expiration date of the Policies, Mortgagor will deliver to Mortgagee evidence satisfactory to Mortgagee of the renewal of each of the Policies. If the Property shall be damaged or destroyed, in whole or in part, by fire or other casualty, Mortgagor shall give prompt notice thereof to Mortgagee. Sums paid to Mortgagee by any insurer may be retained and applied by Mortgagee toward the payment of the indebtedness secured by this Mortgage in such priority and proportions as Mortgagee in its discretion shall deem proper, or, at the discretion of Mortgagee, the same may be paid, either in whole or in part, to Mortgagor for such purposes as Mortgagee shall designate. If Mortgagee shall receive and retain such insurance money, the lien of this Mortgage shall be reduced only by the amount thereof received after expenses of collection and retained by Mortgagee and actually applied by Mortgagee in reduction of the indebtedness secured thereby.



- 6. That Mortgagor will not commit, permit or suffer any waste, impairment or deterioration of the Property. Upon failure of Mortgagor to keep the buildings and improvements on the property in good condition or repair, Mortgagee may demand either the adequate repair of the buildings, an increase in the amount of security, or the immediate repayment of the debt secured hereby. Failure of Mortgagor to comply with the demand of Mortgagee for a period of fifteen days shall constitute a breach of this Mortgage.
- 7. To pay all expenses reasonably incurred by Mortgagee due to failure of Mortgagor to comply with the agreements in the Note(s) or this Mortgage including reasonable attorney's fees. The cost thereof, with interest thereon from the date of payment at the maximum rate allowed by law, shall also be secured by this Mortgage.
- 8. That if any of the installments of principal or interest due by the terms of the Note(s) are not paid when due, or if any agreement in this Mortgage, other than the agreement to make the payments, is breached, the entire unpaid principal balance of the Note(s) plus interest, costs, and expenses, including reasonable attorneys' fees and costs of abstracts of title incurred in collecting or attempting to collect the indebtedness secured hereby, shall immediately become due at the option of Mortgagee, and Mortgagee may foreclose this Mortgage in the manner provided by law, and have the Property sold to satisfy or apply on the indebtedness hereby secured.
- 9. If this is a junior mortgage, Mortgagor shall pay all installments or principal and interest and perform each and every covenant and obligation of the prior mortgage(s) and shall not increase the amount due on such prior mortgage(s) without the prior written consent of Mortgagee. Failure of Mortgagor to do so shall constitute a default hereunder. Upon failure of Mortgagor to do so, Mortgagee may (but shall not be required to) make such payments or perform such covenants or obligations and the cost of same, together with interest at the maximum rate allowed by law, shall be payable by Mortgagor upon demand by Mortgagee and shall be secured by the lien of this Mortgage.
- 10. Notwithstanding any other provisions hereof, Mortgagee shall under no circumstances be entitled to collect any interest or other payment hereunder which would render this instrument usurious as to the Mortgagor under the laws of the State of Florida.

IN WITNESS WHEREOF, Mortgagor has hereunto set Mortgagor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

Callie Mae Marshall (SEAL)  
Mortgagor

Callie Mae Marshall  
910 North "L" St., Pensacola, FL 32501

Tom Lane  
Tom Lane

James Wilson  
James Wilson

Willie P. Marshall (SEAL)  
Willie P. Marshall

Barbara Wood

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23rd day of July 2002, by Callie Mae Marshall and Willie F. Marshall (X) who are personally known to me, or who have produced \_\_\_\_\_ as identification and who ( ) did (X) did not take an oath.

M. Thomas Lane  
Notary Public

M. THOMAS LANE  
Notary Public-State of FL  
Comm. Exp. Sept. 27, 2005  
Comm. No. DD 039648

RCD Sep 05, 2002 09:18 am  
Escambia County, Florida  
ERNIE LEE MABAMA  
Clerk of the Circuit Court  
INSTRUMENT 2002-002573

Prepared by:  
✓ M. Thomas Lane  
Housing Manager  
City of Pensacola  
Post Office Box 12910  
Pensacola, FL 32521-0031

DR BK 4966 PB1699  
Escambia County, Florida  
INSTRUMENT 2002-002576

HTS REC STAMPS PD 0 ESC CO \$ 04.00  
09/05/02 ERIC LEE MARSHALL, CLERK  
BY: *[Signature]*

CITY OF PENSACOLA  
HOUSING DEPARTMENT  
HOME HOUSING RECONSTRUCTION PROGRAM

MORTGAGE

GRANT

INTANGIBLE TRS PD 0 ESC CO \$ 48.00  
09/05/02 ERIC LEE MARSHALL, CLERK  
BY: *[Signature]*

2002  
09  
05  
07  
08  
08  
07  
05  
01  
STATE OF FLORIDA  
COUNTY OF ESCAMBIA

Callie Mae Marshall and Willie F. Marshall, 910 North "L" St., Pensacola, FL 32501, hereinafter called Mortgagor, in consideration of the principal Grant sum specified in the Promissory Note(s) hereafter described, received from The City of Pensacola, a municipal corporation organized under the laws of Florida, Post Office Box 12910, Pensacola, Florida 32521, as administrator of the HOME Investment Trust Fund, hereinafter called Mortgagee, (which terms Mortgagor and Mortgagee shall be construed to include the plural as well as the singular, whenever the context so permits or requires) hereby on this 23rd day of July 2002, mortgages to the Mortgagee the real property in Escambia County, Florida, (the "Property") described as follows:

Lot 5, Block 107, West King Tract, City of Pensacola, according to map of said City, copyrighted by Thomas C. Watson in 1906.

as security for payment of the certain promissory note(s) (the "Note(s)"), dated this 27th day of July 2002, for the sum of \$ 24,000.00 [comprised of \$16, 500.00 in HOME Investment Partnership Act (HOME) Program funds as provided by the U.S. Department of Housing and Urban Development and \$7,500.00 in Escambia/Pensacola State Housing Initiative Partnership (SHIP) Program funds provided by the State of Florida], payable if the property is sold or if ownership of the property is transferred within twenty (20) years from the date of the grant, with interest at the rate of zero percent (0%) per year, signed by Callie Mae Marshall and Willie F. Marshall.

AND Mortgagor agrees:


1. To complete the reconstruction of the residence located on the property described above, which is the sole purpose of the Grant made by Mortgagee to Mortgagor.
2. The Mortgage shall not be subordinated under any circumstances.
3. This Mortgage shall also secure all extensions or renewals of the Note(s), and such future or additional advances as may be made by the Mortgagee at the option of the Mortgagee to the Mortgagor.
4. To pay all taxes, assessments, liens and encumbrances on the property promptly when due. If they are not promptly paid, the Mortgagee may pay them without waiving the option to foreclose, and such payments, with interest at the maximum rate allowed by law, shall be payable on demand by Mortgagee and shall be secured by this Mortgage.
5. To keep all buildings and improvements now or hereafter on the property insured against loss or damage by fire, flood or such other risks and matters, as Mortgagee may from time to time require in amounts required by Mortgagee, not exceeding in the aggregate 100 percent of the full insurable value of the property and shall pay the premiums for such insurance as the same become due and payable. If the Mortgagor shall not do so, the Mortgagee may do so without waiving the option to foreclose, and the cost thereof, with interest thereon from the date of payment at the maximum rate allowed by law, shall be payable upon demand by Mortgagee and shall be secured by this Mortgage. Mortgagor will provide the Mortgagee a copy of the policy(ies) and Certificate(s) of Insurance from the insurance company listing Mortgagee as an additional named insured or mortgagee. Not later than 30 days prior to the expiration date of the Policies, Mortgagor will deliver to Mortgagee evidence satisfactory to Mortgagee of the renewal of each of the Policies. If the Property shall be damaged or destroyed, in whole or in part, by fire or other casualty, Mortgagor shall give prompt notice thereof to Mortgagee. Sums paid to Mortgagee by any insurer may be retained and applied by Mortgagee toward the payment of the indebtedness secured by this Mortgage in such priority and proportions as Mortgagee in its discretion shall deem proper, or, at the discretion of Mortgagee, the same may be paid, either in whole or in part, to Mortgagor for such purposes as Mortgagee shall designate. If Mortgagee shall receive and retain such insurance money, the lien of this Mortgage shall be reduced only by the amount thereof received after expenses of collection and retained by Mortgagee and actually applied by Mortgagee in reduction of the indebtedness secured thereby.
6. That Mortgagor will not commit, permit or suffer any waste, impairment or deterioration of the property. Upon failure of Mortgagor to keep the buildings and improvements on the property in good condition or repair, Mortgagee may demand either the adequate repair of the buildings, an increase in the amount of security, or the immediate repayment of the debt secured hereby. Failure of Mortgagor to comply with the demand of Mortgagee for a period of fifteen days shall constitute a breach of this Mortgage.
7. To pay all expenses reasonably incurred by Mortgagee due to failure of Mortgagor to comply with the agreements in the Note(s) or this Mortgage including reasonable attorney's fees. The cost thereof, with interest thereon from the date of payment at the maximum rate allowed by law, shall also be secured by this Mortgage.
8. That if any agreement in this Mortgage is breached, the entire unpaid principal balance of the Note(s) plus costs and expenses, including reasonable attorney's fees and costs of abstracts of title incurred in collecting or attempting to collect the indebtedness secured hereby, shall immediately become due at the option of Mortgagee, and Mortgagee may foreclose this Mortgage in the manner provided by law, and have the property sold to satisfy or apply on the indebtedness hereby secured.


6H

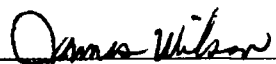
- 9. If this is a junior mortgage, Mortgagor shall pay all installments or principal and interest and perform each and every covenant and obligation of the prior mortgage(s) and shall not increase the amount due on such prior mortgage(s) without the prior written consent of Mortgagee. Failure of Mortgagor to do so shall constitute a default hereunder. Upon failure of Mortgagor to do so, Mortgagee may (but shall not be required to) make such payments or perform such covenants or obligations and the cost of same, together with interest at the maximum rate allowed by law, shall be payable by Mortgagor upon demand by Mortgagee and shall be secured by the lien of this Mortgage.
- 10. Notwithstanding any other provisions hereof, Mortgagee shall under no circumstances be entitled to collect any interest or other payment hereunder which would render this instrument usurious as to the Mortgagor under the laws of the State of Florida.

IN WITNESS WHEREOF, Mortgagor has hereunto set Mortgagor's hand and seal the day and year first above written.

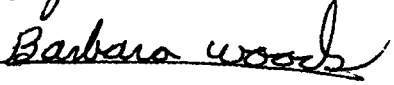
Signed, sealed and delivered in the presence of:

  
Tom Lane

 (SEAL)  
Mortgagor  
Callie Mae Marshall  
910 North "L" St., Pensacola, FL 32501

  
James Wilson

 (SEAL)  
Willie F. Marshall



STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this day, July 23, 2002, by Callie Mae Marshall and Willie F. Marshall (X) who are personally known to me, or who have produced \_\_\_\_\_ as identification and who ( ) did ( ) not take an oath.

  
Notary Public

M. THOMAS LANE  
Notary Public-State of FL  
Comm. Exp. Sept. 27, 2005  
Comm. No. DD 039648

RCD Sep 05, 2002 09:18 am  
Escambia County, Florida  
ERNIE LEE MABANA  
Clerk of the Circuit Court  
INSTRUMENT 2002-002576

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

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

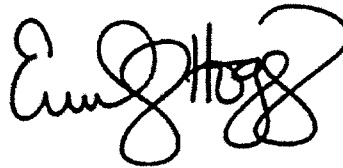
**CERTIFICATE # 11375 of 2011**

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on March 6, 2014, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

|   |  |
|---|--|
| EST OF CALLIE MAE MARSHALL<br>C/O WILLIE F MARSHALL<br>910 NORTH L ST<br>PENSACOLA FL 32501 | CITY OF PENSACOLA<br>ATTN: HOUSING DEPT<br>P O BOX 12910<br>PENSACOLA FL 32521 |
|---|--|

WITNESS my official seal this 6th day of March 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 April 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 TRC-SPE LLC holder of Tax Certificate No. 11375, 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:

**LT 5 BLK 107 WEST KING TRACT OR 2508 P 544 OR 4799 P 1073 CA 115**

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

**TAX ACCOUNT NUMBER 151046000 (14-281)**

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

**EST OF CALLIE MAE MARSHALL**

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 April, which is the **7th day of April 2014**.

Dated this 6th day of March 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:

910 N L ST 32501



PAM CHILDERS  
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ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
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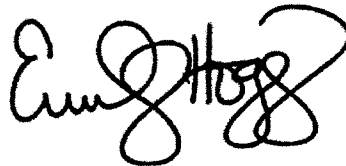
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### Personal Services:

**EST OF CALLIE MAE MARSHALL**  
C/O WILLIE F MARSHALL  
910 NORTH L ST  
PENSACOLA FL 32501

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA



By:  
Emily Hogg  
Deputy Clerk

11/11375

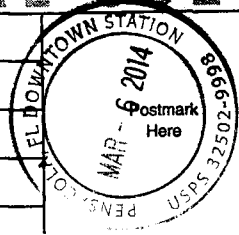
7008 1830 0000 0238 5090

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**CERTIFIED MAIL™ RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at [www.usps.com](http://www.usps.com)

**OFFICIAL USE**

|   |             |
|---|-------------|
| Postage   | \$ 0.49     |
| Certified Fee                                     | 3.30        |
| Return Receipt Fee<br>(Endorsement Required)      | 2.70        |
| Restricted Delivery Fee<br>(Endorsement Required) |             |
| <b>Total Price</b>                                | <b>6.49</b> |



Sent To  
 Street, Apt or PO Box  
 City, State

CITY OF PENSACOLA [14-281]  
 ATTN: HOUSING DEPT  
 P O BOX 12910  
 PENSACOLA FL 32521

PS Form 3800, August 2008 See Reverse for Instructions

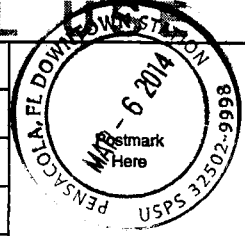
7008 1830 0000 0238 5083

U.S. Postal Service  
**CERTIFIED MAIL™ RECEIPT**  
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|   |             |
|---|-------------|
| Postage   | \$ 0.49     |
| Certified Fee                                     | 3.30        |
| Return Receipt Fee<br>(Endorsement Required)      | 2.70        |
| Restricted Delivery Fee<br>(Endorsement Required) |             |
| <b>Total Price</b>                                | <b>6.49</b> |



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 C/O WILLIE F MARSHALL  
 910 NORTH L ST  
 PENSACOLA FL 32501

PS Form 3800, August 2008 See Reverse for Instructions



11/11375

**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:

CITY OF PENSACOLA [14-281]  
 ATTN: HOUSING DEPT  
 P O BOX 12910  
 PENSACOLA FL 32521

2. Article Number

*(Transfer from service label)*

7008 1830 0000 0238 5090

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

*x Dustin L. Griffin*

Agent

Addressee

B. Received by (*Printed Name*)

*Dustin L. Griffin*

C. Date of Delivery

*MAR 07 2014*

D. Is delivery address different from item 1?  Yes

If YES, enter delivery address below:  No

3. Service Type

Certified Mail

Express Mail

Registered

Return Receipt for Merchandise

Insured Mail

C.O.D.

4. Restricted Delivery? (*Extra Fee*)

Yes

ESCAMBIA COUNTY SHERIFF'S OFFICE  
ESCAMBIA COUNTY, FLORIDA

14-281

**NON-ENFORCEABLE RETURN OF SERVICE**

**Document Number:** ECSO14CIV010768NON

**Agency Number:** 14-005671

**Court:** TAX DEED

**County:** ESCAMBIA

**Case Number:** CERT NO 11375 2011

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

**Plaintiff:** RE: EST OF CALLIE MAE MARSHALL

**Defendant:**

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

Received this Writ on 3/6/2014 at 4:10 PM and served same at 10:10 AM on 3/10/2014 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY , the within named, to wit: , .

POSTED TO PROPERTY PER INSTRUCTIONS FROM CLERKS OFFICE.

DAVID MORGAN, SHERIFF  
ESCAMBIA COUNTY, FLORIDA

By: \_\_\_\_\_



V. BELL, CPS

Service Fee: \$40.00  
Receipt No: BILL

Printed By: NDSCHERER

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