

### TAX COLLECTOR'S CERTIFICATION

Application  
Date / Number  
Apr 25, 2013 / 130122

This is to certify that the holder listed below of Tax Sale Certificate Number **2011 / 11670.0000**, 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: 15-3704-000**

**Certificate Holder:**  
CATALINA TAX CO LLC US BANK % CATALINA TAX CO LLC  
P.O. BOX 645040  
CINCINNATI, OHIO 45264-5040

**Property Owner:**  
KOTTEMAN TIMOTHY P  
PO BOX 1241  
POINT CLEAR, ALABAMA 36564

**Legal Description:**  
LTS 17 18 & 19 BLK 178 MAXENT TRACT OR 5957 P 1046 CA 101

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	11670.0000	06/01/11	\$3,994.17	\$0.00	\$199.71	\$4,193.88

**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
2012	11074.0000	06/01/12	\$3,815.28	\$6.25	\$190.76	\$4,012.29

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 (2012) Subject to 2013 taxes
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

\$8,206.17
\$0.00
\$3,398.82
\$150.00
\$75.00
\$11,829.99
\$11,829.99
\$6.25

\*Done this 25th day of April, 2013

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By \_\_\_\_\_

*Dorinda Makuron*

Date of Sale: \_\_\_\_\_

*May 5, 2014*

\* This certification must be surrendered to the Clerk of the Circuit Court no later than ten days after this 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.: 10348

May 22, 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 05-21-1993, through 05-21-2013, and said search reveals the following:

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

Timothy P. Kotteman AKA Timothy P. Kottemann

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

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

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

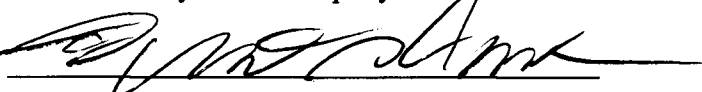
4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

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

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

Southern Guaranty Title Company

By: 

May 22, 2013

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 10348

May 22, 2013

**Lots 17, 18 and 19, Block 178, Maxent Tract, City of Pensacola, according to map of said City copyrighted by Thomas C. Watson in 1906, Escambia County, Florida.**

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 10348

May 22, 2013

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

1. That certain mortgage executed by Timothy P. Kottermann in favor of U.S. Small Business Administration dated 07/05/2006 and recorded 07/27/2006 in Official Records Book 5957, page 1049 of the public records of Escambia County, Florida, in the original amount of \$240,000.00.
2. That certain mortgage executed by Timothy P. Kottermann and Charles A. Pringle, Trustee in favor of U.S. Small Business Administration dated 08/18/2006 and recorded 11/08/2006 in Official Records Book 6027, page 841 of the public records of Escambia County, Florida, in the original amount of \$73,100.00.
3. Taxes for the year 2010-2011 delinquent. The assessed value is \$169,512.00. Tax ID 15-3704-000.

**PLEASE NOTE THE FOLLOWING:**

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

# 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: 10-7-2013

TAX ACCOUNT NO.: 15-3704-000

CERTIFICATE NO.: 2011-11670

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.

Timothy P. Kotteman aka  
Timothy P. Kottemann  
P.O. Box 1352  
Biloxi, MS 39533

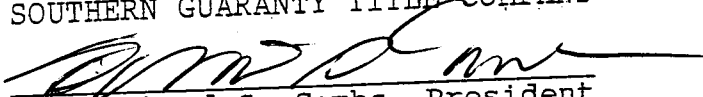
U.S. Small Business Administration  
801 Tom Martin Dr. Ste 120  
Birmingham, AL 35211

Unknown Tenants  
1310 Cypress St.  
Pensacola, FL 32502

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

Certified and delivered to Escambia County Tax Collector,  
this 22nd day of May, 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.

Prepared by  
Edith Garcia, an employee of  
First American Title Insurance Company  
730 Bayfront Parkway  
Pensacola, Florida 32502-6251  
(850)438-0774

Return to: Grantee

File No.: 2101-1236745

## **WARRANTY DEED**

This indenture made on **July 14, 2006** A.D., by

**Clarence J. Nylund and Patricia L. Nylund, husband and wife**

whose address is: **8542 Scenic Hills Drive, Pensacola, FL 32514**  
hereinafter called the "grantor", to

**Timothy P. Kotteman, a single man**

whose address is: **1310 West Cypress Street, Pensacola, FL 32501**  
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

**Witnesseth**, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Escambia County, Florida**, to-wit:

**LOTS 17, 18 AND 19, BLOCK 178, MAXENT TRACT IN THE CITY OF PENSACOLA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.**

Parcel Identification Number: **00-0S-00-9080-017-178**

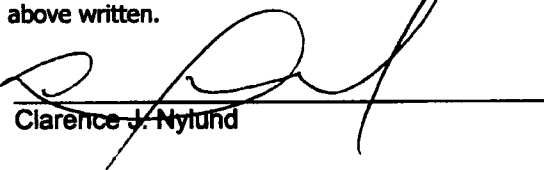
**Subject to** all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in any way 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 31st of 2005.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

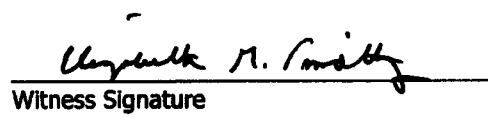
  
Clarence J. Nylund

  
Patricia L. Nylund

Signed, sealed and delivered in our presence:

  
Witness Signature

Print Name: Elizabeth M. Timothy

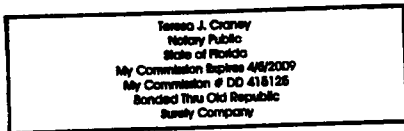
  
Witness Signature

Print Name: Elizabeth M. Timothy

State of FL

County of Escambia

The Foregoing Instrument Was Acknowledged before me on July 14, 2006, by Clarence J. Nylund and Patricia L. Nylund, husband and wife who is/are personally known to me or who has/have produced a valid driver's license as identification.



  
NOTARY PUBLIC

Teresa J. Cranney  
Notary Print Name  
My Commission Expires: \_\_\_\_\_

**EXHIBIT "A"**

LOTS 17, 18 AND 19, BLOCK 178, MAXENT TRACT IN THE CITY OF PENSACOLA, ACCORDING TO THE  
MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.



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

WHEN RECORDED MAIL TO:  
U.S. SMALL BUSINESS  
ADMINISTRATION  
14925 Kingsport Road  
Fort Worth, TX 76155-2243  
(817) 868-2300

THIS INSTRUMENT PREPARED BY:  
Sharon Robinson, Attorney

Kottemann Law Firm, PLLC  
Loan No.# 0000870203 DLB 96976240-04

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**DEED OF TRUST**  
**(Direct)**

This Deed of Trust, made this 18th day of August 2006, by and between **TIMOTHY P. KOTTEMANN, A SINGLE PERSON**, 2 Port Royal Way, Pensacola, FL 32502 hereinafter referred to as "Trustor/Grantor", and **Charles A. Pringle**, whose address is PO Box 211, Biloxi, Mississippi 39533 (601)-374-1747 hereinafter referred to as "Trustee", and the Administrator of the U.S. Small Business Administration, an agency of the Government of the United States of America, hereinafter referred to as "Beneficiary", who maintains an office and place of business at 2120 Riverfront Drive Suite 100, Little Rock, AR 72202.

WITNESSETH, that for and in consideration of \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged, the Trustor/Grantor does hereby bargain, sell, grant, assign, and convey unto the Trustee, his successors and assigns, in trust, with power of sale, all of the following described property situated and being in the County of ~~ESCAMBIA~~ State of ~~FLORIDA~~

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

Together with and including all buildings, all fixtures, including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the Trustor/Grantor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, and the rents, issues, and profits of the above described property. To have and to hold the same unto the Trustee, and the successors in interest of the Trustee, forever, in fee simple or such other estate, if any, as is stated herein in trust, to secure the payment of a promissory note dated August 18, 2006 in the principal sum of

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Kottmann Law Firm, PLLC

**\$73,100.00** and maturing on **August 18, 2036**. The beneficial owner and holder of said note and of the indebtedness evidenced thereby is the Beneficiary.

In the event said property, or any part thereof, or any interest in it, or if it is agreed that it will be in any manner or way, whether voluntary, involuntary, by the operation of law or otherwise, be sold, conveyed, or hypothecated, all obligations secured by the Deed or Deeds irrespective of the maturity dates expressed in any Note or Notes, evidencing same, at the option of the Beneficiary, and without demand or notice, shall become due and payable.

1. This conveyance is made upon and subject to the further trust that the said Trustor/Grantor shall remain in quiet and peaceable possession of the above granted and described premises and take the rents, issues and profits thereof to his own use until default be made in any payment of an installment due on said note or in the performance of any of the covenants or conditions contained therein or in this Deed of Trust; and, also to secure the reimbursement of the Beneficiary or any other holder of said note, the Trustee or any substitute trustee of any and all costs and expenses incurred, including reasonable attorneys' fees, on account of any litigation which may arise with respect to this Trust or with respect to the indebtedness evidenced by said note, the protection and maintenance of the property hereinabove described or in obtaining possession of said property after any sale which may be made as hereinafter provided.

2. Upon the full payment of the indebtedness evidenced by said note and the interest thereon, the payment of all other sums herein provided for, the repayment of all monies advanced or expended pursuant to said note or this instrument, and upon the payment of all other proper costs, charges, commissions, and expenses, the above described property shall be released and reconveyed to and at the cost of the Trustor/Grantor.

3. Upon default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby, the Beneficiary or his assigns may without notice and without regard to the adequacy of security for the indebtedness secured, either personally or by attorney or agent without bringing any action or proceeding, or by a receiver to be appointed by the court, enter upon and take possession of said property or any part thereof, and do any acts which Beneficiary deems proper to protect the security hereof, and either with or without taking possession of said property, collect and receive the rents, royalties, issues, and profits thereof, including rents accrued and unpaid, and apply the same, less costs of operation and collection, upon the indebtedness secured by this Deed of Trust, said rents, royalties, issues, and profits, being hereby assigned to Beneficiary as further security for the payment of such indebtedness. Exercise of rights under this paragraph shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice but shall be cumulative to any right and remedy to declare a default and to cause notice of default to be recorded as hereinafter provided, and cumulative to any other right and/or remedy hereunder, or provided by law, and may be exercised concurrently or independently. Expenses incurred by Beneficiary hereunder including reasonable attorneys' fees shall be secured hereby.

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4. The Trustor/Grantor covenants and agrees that if he shall fail to pay said indebtedness, or any part thereof, when due, or shall fail to perform any covenant or agreement of this instrument or of the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the Beneficiary or assigns, regardless of maturity, and the Beneficiary or assigns may enter upon said property and collect the rents and profits thereof. Upon such default in payment or performance, and before or after such entry, the Trustee, acting in the execution of this Trust, shall have the power to sell said property, and it shall be the Trustee's duty to sell said property (and in case of any default of any purchaser, to resell) at public auction, to the highest bidder, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county or political subdivision in which said property is situated, all other notice being hereby waived by the Trustor/Grantor (and the Beneficiary or any person on behalf of the Beneficiary may bid and purchase at such sale). Such sale will be held at a suitable place to be selected by the Beneficiary within said county or political subdivision. The Trustee is hereby authorized to execute and deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of a default upon which the execution of the power of sale herein granted depends; and the said Trustor/Grantor hereby constitutes and appoints the Trustee as his agent and attorney in fact to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be binding and conclusive upon the Trustor/Grantor, and said conveyance shall be effectual to bar all equity or right of redemption, homestead, dower, right of appraisement, and all other rights and exemptions of the Trustor/Grantor, all of which are hereby expressly waived and conveyed to the Trustee. In the event of a sale as hereinabove provided, the Trustor/Grantor, or any person in possession under the Trustor/Grantor, shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to all other remedies for the collection of said indebtedness. The Beneficiary or Assigns may take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

5. In the event of a sale as provided in paragraph 4, the Trustee shall be paid a fee by the Beneficiary in an amount as provided by state law, or if not provided by state law, in an amount that is deemed reasonable and shall be approved by the Beneficiary as to reasonableness. Said fee shall be in addition to the costs and expenses incurred by the Trustee in conducting such sale. The amount of such costs and expenses shall be deducted and paid from the sale's proceeds. It is further agreed that if said property shall be advertised for sale as herein provided and not sold, the Trustee shall be entitled to a reasonable fee, in an amount acceptable to the Beneficiary for the services so rendered. The Trustee shall also be reimbursed by the Beneficiary for all costs and expenses incurred in connection with the advertising of said property for sale if the sale is not consummated.

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

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7. In the event said property is sold pursuant to the authorization contained in this instrument or at a judicial foreclosure sale and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and evidenced by said promissory note, the Beneficiary will be entitled to a deficiency judgment for the amount of the deficiency without regard to appraisal, the Trustor/Grantor having waived and assigned all rights of appraisal to the Trustee.

8. The Trustor/Grantor covenants and agrees as follows:

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

b. He will pay, at least ten days before delinquency, all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and will promptly deliver the official receipts thereof to the Beneficiary.

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

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

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

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f. He will keep the said premises in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted, and in the event of the failure of the Trustor/Grantor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, the Beneficiary may make such repairs as in the Beneficiary's discretion it may deem necessary for the proper preservation thereof, and any sums paid for such repairs shall bear interest from date of payment at the rate specified in the note, shall be due and payable on demand and shall be fully secured by this Deed of Trust.

g. He will not without the prior written consent of the Beneficiary voluntarily create or permit to be created against the property subject to this Deed of Trust any lien or liens inferior or superior to the lien of this Deed of Trust and further that he will keep and maintain the same free from the claim of all persons supplying labor or materials which will enter into the construction of any and all buildings now being erected or to be erected on said premises.

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

9. In the event the Trustor/Grantor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged to the property hereinabove described, the Beneficiary is hereby authorized to pay the same and any sum so paid by the Beneficiary shall be added to and become a part of the principal amount of the indebtedness evidenced by said promissory note. If the Trustor/Grantor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay such sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and executing this Deed of Trust, then this Deed of Trust shall be canceled and surrendered.

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

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

12. That all awards of damages in connection with any condemnation for public use of or injury to any of said property are hereby assigned and shall be paid to Beneficiary, who may apply the same to payment of the installments last due under said note, and the Beneficiary is hereby authorized, in the name of the Trustor/Grantor, to execute and deliver valid acquittances thereof and to appeal from any such award.

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13. The irrevocable right to appoint a substitute trustee or trustees is hereby expressly granted to the Beneficiary, his successors or assigns, to be exercised at any time hereafter without notice and without specifying any reason therefor, by filing for record in the office where this instrument is recorded an instrument of appointment. The Trustor/Grantor and the Trustee herein named or that may hereinafter be substituted hereunder expressly waive notice of the exercise of this right as well as any requirement or application to any court for the removal, appointment or substitution of any trustee hereunder.

14. Notice of the exercise of any option granted herein to the Beneficiary or to the holder of the note secured hereby is not required to be given the Trustor/Grantor, the Trustor/Grantor having hereby waived such notice.

15. If more than one person joins in the execution of this instrument as Trustor/Grantor or if anyone so joined be of the feminine sex, the pronouns and relative words used herein shall be read as if written in the plural or feminine, respectively, and the term "Beneficiary" shall include any payee of the indebtedness hereby secured or any assignee or transferee thereof whether by operation of law or otherwise. The covenants herein contained shall bind and the rights herein granted or conveyed shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto.

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

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

IN WITNESS WHEREOF, the Trustor/Grantor has executed this instrument and the Trustee and Beneficiary have accepted the delivery of this instrument as of the day and year aforesaid.

STATE OF FLORIDA )  
 )  
 ) ss  
COUNTY OF Escombia )

T.P. Kottemann  
TIMOTHY P KOTTEMANN

The foregoing instrument was acknowledged before me this  
9th day of November, 2006, by  
Timothy P. Kottemann  
who produced a FLORIDA DRIVER LICENSE  
as identification.

[Signature]  
Notary Public, State of Florida at Large  
My Commission Expires: \_\_\_\_\_

Teresa J. Croney  
Notary Public  
State of Florida  
My Commission Expires 4/6/2009  
My Commission # DD 418125  
Bonded thru Old Republic  
Surety Company

Application No. / Loan No.: 600870202 /  
Kottmann Timothy P

**EXHIBIT "A"**

**LOTS 17, 18 AND 19, BLOCK 178, MAXENT TRACT IN THE CITY OF PENSACOLA, ACCORDING  
TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.**

**More commonly known as: 1310 W. Cypress St., Pensacola, FL 32501**

MAIL ANY NOTICE OF DEFAULT TO:  
U.S. SMALL BUSINESS ADMINISTRATION  
801 Tom Martin Drive Suite 120  
Birmingham, AL 35211

WHEN RECORDED MAIL TO:  
U.S. SMALL BUSINESS ADMINISTRATION  
14925 Kingsport Road  
Fort Worth, TX 76155-2243

THIS INSTRUMENT PREPARED BY AND MAIL TO:  
Andrew Neubauer, Attorney

KOTTEMANN TIMOTHY P  
#0000870202 LOAN NO. DLH 97016240-08

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**MORTGAGE  
(Direct)**

This mortgage made and entered into this 5th day of July 2006, by and between TIMOTHY P. KOTTEMANN, WHO ACQUIRED TITLE AS TIMOTHY J. KOTTEMAN, A SINGLE PERSON, #2 TPK  
Port Royal Way, Pensacola, FL 32502 (hereinafter referred to as mortgagor) and the Administrator of the Small Business Administration, an agency of the Government of the United States of America (hereinafter referred to as mortgagee), who maintains an office and place of business at 801 Tom Martin Drive Suite 120, Birmingham, AL, 35211.

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

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

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

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

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the



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Kottemann Timothy P

possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

FOR THE PURPOSE OF SECURING: (1) Payment of the principal and interest as set forth above; (2) Payment of any and all obligations and liability, which are now due or may hereafter become due from Mortgagor; (3) Performance of each agreement of Mortgagor hereincontained; (4) Payment of all sums to be paid to Mortgagee pursuant to the terms hereof.

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

This instrument is given to secure the payment of a promissory note dated July 5, 2006 in the principal sum of \$240,000.00 and maturing on July 5, 2036.

1. The mortgagor covenants and agrees as follows:

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

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

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

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

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

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums therefor. All insurance shall be carried in companies acceptable to mortgagee and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagor will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by

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Kottmann Timothy P

mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or other transfer of title to said property in extinguishment of the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

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

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

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

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

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

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

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

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

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once

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Kottemann Timothy P

during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal [, county, or city/or Commonwealth] courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee; or

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

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

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

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

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

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

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

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

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Kottemann Timothy P

waives any rights or immunity purportedly conferred by Commonwealth law limiting Mortgagee's right to a deficiency judgement after either a judicial foreclosure or a foreclosure under the power of sale referred to above.

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

11. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at #2 Port Royal Way, Pensacola, FL 32502 and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 801 Tom Martin Drive Suite 120, Birmingham, AL 35211.


If any one or more of the provisions contained in this Mortgage shall for any reason be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Mortgage.

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

STATE OF FLORIDA )  
 )ss  
COUNTY OF Escambia )

  
\_\_\_\_\_  
Timothy P. Kottemann

The foregoing instrument was acknowledged before me this  
14 day of July, 2026 by  
TIMOTHY P. KOTTEMAN  
who produced a MISS. KRIPPI OLIVIA LENSE  
as identification.

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

Teresa J. Croney  
Notary Public  
State of Florida  
My Commission Expires  
My Commission # D  
Bonded thru Old Republic  
Surety Company

Teresa J. Croney  
Notary Public  
State of Florida  
My Commission Expires 4/8/2009  
My Commission # DD 416128  
Bonded thru Old Republic  
Surety Company

Application No. / Loan No.: 0000870202 / DLH 97016240-08  
Kottemann Timothy P

**EXHIBIT "A"**

**LOTS 17, 18 AND 19, BLOCK 178, MAXENT TRACT IN THE CITY OF PENSACOLA, ACCORDING TO THE MAP OF SAID CITY COPYRIGHTED BY THOMAS C. WATSON IN 1906.**

**More commonly known as: 1310 W. Cypress St., Pensacola, FL 32501**

ESCAMBIA COUNTY TAX COLLECTOR  
TDA UPDATE

Tax I.D. No. 15-3704-000

Name: Timothy P. Kottemann

Update from: 5-21-13 through 2-19-14

FILINGS:


Instrument: Improvement Lien  
Recording Date: 12-16-13  
Book/Page: 7114/555  
Address: City of Pensacola  
P.O. Box 12910, Pensacola, FL 32521

Instrument: \_\_\_\_\_  
Recording Date: \_\_\_\_\_  
Book/Page: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

Instrument: \_\_\_\_\_  
Recording Date: \_\_\_\_\_  
Book/Page: \_\_\_\_\_  
Address: \_\_\_\_\_  
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Instrument: \_\_\_\_\_  
Recording Date: \_\_\_\_\_  
Book/Page: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

SOUTHERN GUARANTY TITLE COMPANY

  
By: Richard Combs

Date: 2-19-14

This instrument  
was prepared by  
Richard Barker, Jr.  
Chief Financial Officer  
City of Pensacola, Florida

**LIEN FOR IMPROVEMENTS**

The **CITY OF PENSACOLA**, a Florida municipal corporation, acting pursuant to Sections 4-3-19,  
4-3-20, and 4-3-22 Code of the City of Pensacola, does hereby claim and impose a Lien of the following  
described real property located in Pensacola, Escambia County, Florida, to-wit

KOTTEMAN, TIMOTHY P  
1310 Cypress St

Lts 17-19 Block 178 Maxent Tract

in the total amount of \$219.00 (Two Hundred Nineteen & 00/100)  
for all cost incurred in clearing weeds, undergrowth, trash, filth, garbage or other refuse from the  
aforementioned property on or about the 30th day of September, 2013. Said lien shall be  
equal in dignity to all other special assessments for benefits against property within the City.

DATED this 5th day of December, 2013.

THE CITY OF PENSACOLA  
a municipal corporation

Colleen M. Castille

BY:

COLLEEN M. CASTILLE  
CITY ADMINISTRATOR

ATTEST  
Richard D. Bennett  
CITY CLERK  
(SEAL)  
OFFICE

STATE OF FLORIDA

COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this 10<sup>th</sup> day of  
December, 2013, by Colleen M. Castille, City Administrator of the City of Pensacola, a Florida  
municipal corporation, on behalf of said municipal corporation. She is personally known to me and did/did  
not take an oath.

BETTY A. ALLEN  
Commission # EE 139747  
Expires October 20, 2015  
Book & Page Filed in Escambia County, Florida

Betty A. Allen  
NOTARY PUBLIC

**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.: 10348

May 22, 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 05-21-1993, through 05-21-2013, and said search reveals the following:

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

Timothy P. Kotteman AKA Timothy P. Kottemann

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

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

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

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

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

Southern Guaranty Title Company

By: 

May 22, 2013



**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 10348

May 22, 2013

**Lots 17, 18 and 19, Block 178, Maxent Tract, City of Pensacola, according to map of said City copyrighted by Thomas C. Watson in 1906, Escambia County, Florida.**

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 10348

May 22, 2013

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

1. That certain mortgage executed by Timothy P. Kottermann in favor of U.S. Small Business Administration dated 07/05/2006 and recorded 07/27/2006 in Official Records Book 5957, page 1049 of the public records of Escambia County, Florida, in the original amount of \$240,000.00.
2. That certain mortgage executed by Timothy P. Kottemann and Charles A. Pringle, Trustee in favor of U.S. Small Business Administration dated 08/18/2006 and recorded 11/08/2006 in Official Records Book 6027, page 841 of the public records of Escambia County, Florida, in the original amount of \$73,100.00.
3. Taxes for the year 2010-2011 delinquent. The assessed value is \$169,512.00. Tax ID 15-3704-000.

**PLEASE NOTE THE FOLLOWING:**

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

# 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: 10-7-2013

TAX ACCOUNT NO.: 15-3704-000

CERTIFICATE NO.: 2011-11670

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.

Timothy P. Kotteman aka  
Timothy P. Kottemann  
P.O. Box 1352  
Biloxi, MS 39533

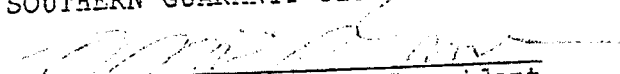
U.S. Small Business Administration  
801 Tom Martin Dr. Ste 120  
Birmingham, AL 35211

Unknown Tenants  
1310 Cypress St.  
Pensacola, FL 32502

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

Certified and delivered to Escambia County Tax Collector,  
this 22nd day of May, 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.

13-739

11/11670

ESCAMBIA COUNTY TAX COLLECTOR  
TDA UPDATE

Tax I.D. No. 15-3704-000

Name: Timothy P. Kotteman

Update from: 9-1-2013 through 3-14-2014

FILINGS:

Instrument: Improvement Lien filed by the City of Pensacola  
Recording Date: 12-16-13  
Book/Page: 7114/555  
Address: City of Pensacola  
P.O. Box 12910, Pensacola, FL 32521

Instrument: \_\_\_\_\_  
Recording Date: \_\_\_\_\_  
Book/Page: \_\_\_\_\_  
Address: \_\_\_\_\_

Instrument: \_\_\_\_\_  
Recording Date: \_\_\_\_\_  
Book/Page: \_\_\_\_\_  
Address: \_\_\_\_\_

Instrument: \_\_\_\_\_  
Recording Date: \_\_\_\_\_  
Book/Page: \_\_\_\_\_  
Address: \_\_\_\_\_

SOUTHERN GUARANTY TITLE COMPANY



By: Richard Combs

Date: 3-14-2014

This instrument  
was prepared by  
Richard Barker, Jr.  
Chief Financial Officer  
City of Pensacola, Florida

**LIEN FOR IMPROVEMENTS**

The **CITY OF PENSACOLA**, a Florida municipal corporation, acting pursuant to Sections 4-3-19,  
4-3-20, and 4-3-22 Code of the City of Pensacola, does hereby claim and impose a Lien of the following  
described real property located in Pensacola, Escambia County, Florida, to-wit

KOTTEMAN, TIMOTHY P  
1310 Cypress St

Lts 17-19 Block 178 Maxent Tract

in the total amount of \$219.00 (Two Hundred Nineteen & 00/100)  
for all cost incurred in clearing weeds, undergrowth, trash, filth, garbage or other refuse from the  
aforementioned property on or about the 30th day of September, 2013. Said lien shall be  
equal in dignity to all other special assessments for benefits against property within the City.

DATED this 5th day of December, 2013.

THE CITY OF PENSACOLA  
a municipal corporation

Colleen M. Castille

BY:

COLLEEN M. CASTILLE  
CITY ADMINISTRATOR

ATTEST:  
Erica A. Bennett  
CITY CLERK  
(SEAL)  
OR

STATE OF FLORIDA

COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was acknowledged before me this 10<sup>th</sup> day of  
December, 2013, by Colleen M. Castille, City Administrator of the City of Pensacola, a Florida  
municipal corporation, on behalf of said municipal corporation. She is personally known to me and ~~did~~  
not take an oath.

BETTY A. ALLEN  
Commission # EE 139747  
Expires October 20, 2015  
Berk-J. Trow, Troy Fair Inc. escambia POC-305-7018

Betty A. Allen  
NOTARY PUBLIC

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING  
NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 11670 of 2011

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on April 3, 2014, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

TIMOTHY P KOTTEMAN AKA TIMOTHY P KOTTEMANN PO BOX 1352 BILOXI, MS 39533	TIMOTHY P KOTTEMAN AKA TIMOTHY P KOTTEMANN 1310 CYPRESS ST PENSACOLA, FL 32502
US SMALL BUSINESS ADMINISTRATION 2120 RIVERFRONT DR STE 100 LITTLE ROCK, AR 72202	US SMALL BUSINESS ADMINISTRATION 801 TOM MARTIN DR STE 120 BIRMINGHAM, AL 35211
CITY OF PENSACOLA PO BOX 12910 PENSACOLA FL 32521	

WITNESS my official seal this 3rd day of April 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 May 5, 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 CATALINA TAX CO LLC holder of Tax Certificate No. 11670, 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:

LTS 17 18 & 19 BLK 178 MAXENT TRACT OR 5957 P 1046 CA 101

SECTION 00, TOWNSHIP 0 S, RANGE 00 W

TAX ACCOUNT NUMBER 153704000 (13-739)

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

TIMOTHY P KOTTEMAN AKA TIMOTHY P KOTTEMANN

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 May, which is the 5th day of May 2014.

Dated this 3rd day of April 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

## WARNING

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**LTS 17 18 & 19 BLK 178 MAXENT TRACT OR 5957 P 1046 CA 101**

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

**TAX ACCOUNT NUMBER 153704000 (13-739)**

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

**TIMOTHY P KOTTEMAN AKA TIMOTHY P KOTTEMANN**

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 May, which is the 5th day of May 2014.

Dated this 3rd day of April 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.

**Post Property:**

**1310 CYPRESS ST 32502**



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

By:  
Emily Hogg  
Deputy Clerk