

TAX COLLECTOR'S CERTIFICATION

APR 25, 2014 140198

This is to certify that the holder listed below of Tax Sale Certificate Number 2012/ 1163.000, Issued the 01st day of June, 2012, and which encumbers the following described property in the county of Escambia County Tax Collector State of Florida, to-wit:

02-2874-000

Cert US BANK AS CUST FOR CAZ CREEK

Holder PO BOX 645132

LOCKBOX # 005132

CINCINNATI OH 45264

Property TURK KENNETH

Owner 760 VICKERY DR

PENSACOLA FL 32514

**** See Additional Legal Next Page ****

BEG AT SW COR OF SEC N

ALG W LI OF SEC 508 3/10

FT ELY PARL TO S LI OF

SEC 404 FT FOR POB CONTINUE

SAME COURSE 272 FT NLY

PARL TO W LI OF SEC 180

8/10 FT WLY PARL TO S LI OF

SEC 272 FT SLY PARL TO W LI

OF SEC 180 8/10 FT TO POB

OR 1242 P 777

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 Application:

| Certificate | Date of Sale | Face Amount | T/C Fee | Interest | Total |
|----------------|--------------|-------------|---------|----------|----------|
| 2012/ 1163.000 | 06/01/2012 | 1,461.99 | 0.00 | 73.10 | 1,535.09 |

Certificates Redeemed by Applicant in Connection With This Tax Deed Application or included (County) in connection with this Tax Deed Application:

| Certificate | Date of Sale | Face Amount | T/C Fee | Interest | Total |
|---------------|--------------|-------------|---------|----------|----------|
| 2013/ 998.000 | 06/01/2013 | 1,400.16 | 6.25 | 70.01 | 1,476.42 |

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or included (County) 3,011.51
2. Total of Delinquent Taxes Paid by Tax Deed Applicant
3. Total of Current Taxes Paid by Tax Deed Applicant .{2013} 1,286.36
4. Ownership and Encumbrance Report Fee 250.00
5. Total Tax Deed Application Fee 75.00
6. Total Certified By Tax Collector To Clerk of Court 4,622.87
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. Total of Lines 12 thru 14 (Statutory Opening Bid)
16. Redemption Fee 6.25
17. Total Amount to Redeem

* Done this the 06th day of May, 2014

TAX COLLECTOR OF Escambia County Tax Collector County

Date of Sale: December 1, 2014By Glenda Maduro

* This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.

Form 513
{R 12/96}

TAX COLLECTOR'S CERTIFICATION

Application Date/Number
APR 25, 2014 140198

LESS DB 486 P 91/95
COUNTY RD R/W
S/D OF S 1/2
PLAT DB P P 375

NOTICE TO TAX COLLECTOR OF APPLICATION FOR TAX DEED

To: Tax Collector of Escambia County Tax Collector County : Janet Holley

In accordance with the Florida Statutes, I,

US BANK AS CUST FOR CAZ CREEK
PO BOX 645132
LOCKBOX # 005132
CINCINNATI OH 45264

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

| Certificate No. | Property No. | Date | Legal Description |
|-----------------|--------------|------------|---|
| 2012/ 1163.000 | 02-2874-000 | 06/01/2012 | BEG AT SW COR OF SEC N ALG W LI OF SEC 508 3/10 FT ELY PARL TO S LI OF SEC 404 FT FOR POB CONTINUE SAME COURSE 272 FT NLY PARL TO W LI OF SEC 180 8/10 FT WLY PARL TO S LI OF SEC 272 FT SLY PARL TO W LI OF SEC 180 8/10 FT TO POB OR 1242 P 777 LESS DB 486 P 91/95 COUNTY RD R/W S/D OF S 1/2 PLAT DB P P 375 |

I agree to pay all delinquent taxes, redeem all outstanding tax 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 tax collector's fees, ownership and encumbrance report 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.

April 25, 2014

Applicant's Signature

Date

Notice to Tax Collector of Application for Tax Deed

TO: Tax Collector of Escambia County

In accordance with Florida Statutes, I,

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

| Certificate No. | Parcel ID Number | Date | Legal Description |
|-----------------|------------------|------------|---|
| 1163.0000 | 02-2874-000 | 06/01/2012 | BEG AT SW COR OF SEC N ALG W LI OF SEC 508 3/10 FT ELY PARL TO S LI OF SEC 404 FT FOR POB CONTINUE SAME COURSE 272 FT NLY PARL TO W LI OF SEC 180 8/10 FT WLY PARL TO S LI OF SEC 272 FT SLY PARL TO W LI OF SEC 180 8/10 FT TO POB OR 1242 P 777 LESS DB 486 P 91/95 COUNTY RD R/W S/D OF S 1/2 PLAT DB P P 375 |

2013 TAX ROLL

WILLIAMS BOBBY O CAROLYN A
PO BOX 838
BAGDAD, Florida 32530

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.

MTAGCaz (Flor Anne Militar)
Applicant's Signature

04/25/2014
Date

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

14-863

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 11464

September 3, 2014

Escambia County Tax Collector

P.O. Box 1312

Pensacola, Florida 32591

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 09-03-1994, through 09-03-2014, and said search reveals the following:

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

Kenneth Turk

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

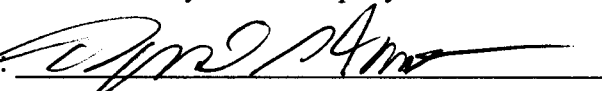
4. Taxes:

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: 

September 3, 2014

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 11464

September 3, 2014

201S302101004001 - Full Legal Description

BEG AT SW COR OF SEC N ALG W LI OF SEC 508 3/10 FT ELY PARL TO S LI OF SEC 404 FT FOR POB
CONTINUE SAME COURSE 272 FT NLY PARL TO W LI OF SEC 180 8/10 FT WLY PARL TO S LI OF SEC 272 FT
SLY PARL TO W LI OF SEC 180 8/10 FT TO POB OR 6934 P 857 LESS DB 486 P 91/95 COUNTY RD R/W S/D OF S
1/2 PLAT DB P P 375

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 11464

September 3, 2014

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

1. That certain mortgage executed by Kenneth Turk in favor of Tracy D. Wells, successor Trustee of the Carolyn Williams Living Trust dated 04-09-2012 dated 11/08/2012 and recorded 11/14/2012 in Official Records Book 6934, page 859 of the public records of Escambia County, Florida, in the original amount of \$130,000.00. Mortgage Assignment to Wendy Fisk recorded in O.R. Book 6976, page 514.
2. Taxes for the year 2011-2013 delinquent. The assessed value is \$80,770.00. Tax ID 02-2874-000.

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: 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: 12-1-2014

TAX ACCOUNT NO.: 02-2874-000

CERTIFICATE NO.: 2012-1163

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

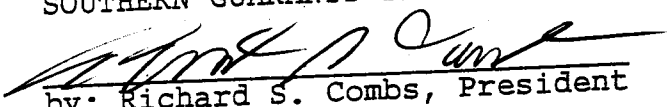
 X Homestead for tax year.

Kenneth Turk
760 Vickery Dr.
Pensacola, FL 32514

Wendy Fisk
P.O. Box 224
Bagdad, FL 32530

Certified and delivered to Escambia County Tax Collector,
this 10th day of September, 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.

Prepared by and return to:

Michael D. Tidwell
811 N. Spring Street
Pensacola, FL 32501
850-434-3223

Trustee's Deed

This Trustee's Deed made this 8th day of November, 2012, between Tracy D. Wells, Successor Trustee of the Carolyn Williams Living Trust dated April 9, 2012, whose post office address is 4850 Beaver Run, Milton, Florida 32570, grantor, and Kenneth Turk, a single man, whose post office address is 760 Vickery Drive, Pensacola, FL 32514, grantee:

(Whenever used herein the terms 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, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantees heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida, to-wit:

Commence at the Southwest corner of Section 20, Township 1 South, Range 30 West, Escambia County, Florida; thence run North along the West line of said Section 20 for 508 feet; thence run Easterly and parallel to the South line of said Section 20 for 404.0 feet to the Point of Beginning; thence continue Easterly along the same line for 272.00 feet; thence run Northerly and parallel to the West line of said Section 20 for 180.8 feet; thence run Westerly and parallel to the South line of said Section 20 for 272.0 feet; thence Southerly and parallel to the West line of said Section 20 for 180.8 feet to the Point of Beginning.

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 claiming by, through or under grantors.

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

Signed, sealed and delivered in our presence:

«Seller»

T. Andrew Marks
Witness Name: T. Andrew Marks

Kristen Marks
Witness Name: Kristen Marks

Tracy D. Wells
Tracy D. Wells, Successor Trustee

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 8 day of November, 2012 by Tracy D. Wells, Successor Trustee of the Carolyn Williams Living Trust dated April 9, 2012, who ☒ are personally known or ☐ have produced a driver's license as identification.

[Notary Seal]



Amanda Simmons

Notary Public

Printed Name: Amanda Simmons

My Commission Expires: 8-16-14

Prepared by and return to:
Michael D. Tidwell, P.A.
811 N. Spring Street
Pensacola, FL 32501
850-434-3223

MORTGAGE

This Indenture, Made this November 8th, 2012 by and between Kenneth Turk, a single man, whose address is 760 Vickery Drive, Pensacola, FL 32514, hereinafter called the Mortgagor, and Tracy D. Wells, Successor Trustee of the Carolyn Williams Living Trust dated April 9, 2012, whose address is 4850 Beaver Run, Milton, Florida 32570 hereinafter called the Mortgagee:

The terms "Mortgagor" and "Mortgagee" shall include heirs, personal representatives, successors, legal representatives and assigns, and shall denote the singular and/or the plural, and the masculine and/or the feminine and natural and/or artificial persons, whenever and wherever the context so admits or requires.

Witnesseth, that the said Mortgagor, for and in consideration of the aggregate sum named in the promissory note, a copy of which is attached hereto and made a part hereof, the receipt of which is hereby acknowledged, does grant, bargain and sell to the said Mortgagee, his successors and assigns, in fee simple, the following described land, situate, lying and being in Escambia County, Florida, to-wit:

Commence at the Southwest corner of Section 20, Township 1 South, Range 30 West, Escambia County, Florida; thence run North along the West line of said Section 20 for 508 feet; thence run Easterly and parallel to the South line of said Section 20 for 404.0 feet to the Point of Beginning; thence continue Easterly along the same line for 272.00 feet; thence run Northerly and parallel to the West line of said Section 20 for 180.8 feet; thence run Westerly and parallel to the South line of said Section 20 for 272.0 feet; thence Southerly and parallel to the West line of said Section 20 for 180.8 feet to the Point of Beginning.

TOGETHER WITH all improvements now or hereafter located on said real property and all fixtures, appliances, apparatus, equipment, fittings, furnishings, accessories, heating and air conditioning equipment, plumbing, machinery, articles, of personal property, and all building materials, supplies and goods delivered to the real property for purposes of being affixed to, installed, incorporated or otherwise used in the buildings, structures or other improvements now or hereafter located thereon, together with all additions and replacements of any of same (except those owned by lessees of said real property) now or hereafter affixed or attached (whether actually or constructively) thereto, placed upon, or used in any way in connection with the complete or comfortable use, occupancy, operation or maintenance of said real property, all licenses and permits used or required in connection with the use of said real property, all leases of said real property now or hereafter entered into and all right, title and interest of Mortgagor thereunder, including, without limitation, cash or securities deposited thereunder pursuant to said leases, and all rents, issues, proceeds, revenues and profits accruing from said real property and, without limitation, all oil, gas, minerals, water, crops, trees, timber and other emblements, and any rights or interest therein, and together with all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims, including, without limitation, proceeds of insurance and condemnation awards (the foregoing real property and tangible and intangible personal property hereinafter referred to collectively as the Mortgaged Property). Mortgagor hereby grants to Mortgagee a security interest in the foregoing described tangible and intangible personal property.

TO HAVE AND TO HOLD the Mortgaged Property, together with all and singular the tenements, hereditaments, easements and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders thereof and all the estate, right, title, interest,

homestead, separate estate, possession, claim and demand whatsoever, as well in law as in equity, of Mortgagor and unto the same, and every part thereof, with the appurtenances of Mortgagor in and to the same, and every part and parcel thereof unto Mortgagee. And the said Mortgagor hereby covenants with said Mortgagee that the said Mortgagor is indefeasibly seized of said real property in fee simple; that the said Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for the said Mortgagee at all times peaceably and quietly to enter upon, occupy and enjoy said real property and every part thereof; that the said real property and every part thereof is free from all encumbrances; that the said Mortgagor will make such further assurances to perfect the fee simple title to said real property in said Mortgagee as may reasonably be required; and that the said Mortgagor, does hereby fully warrant the title to said real property, and every part thereof, and will defend the same against the lawful claims of all persons whomsoever.

KT

THE FOREGOING CONVEYANCE is intended to be, and is, a mortgage to secure the payment of promissory note of date ~~September 14, 2012~~ ^{August 15, 2010}, for the sum of **One Hundred Thirty Thousand Dollars and 00/100 (\$130,000.00)** made by the said Mortgagor payable to the order of the said Mortgagee after date, with interest.

And also to secure the payment of any and all notes, liabilities and obligations of Mortgagor to Mortgagee, whether as maker, endorser, guarantor, or otherwise, which may now be in existence or accrue or arise hereafter, or be now owned or held by Mortgagee, or be acquired hereafter, it being the intent and purpose of Mortgagor to secure by this mortgage all notes for future advances and all other notes, claims, demands, liabilities, and obligations which Mortgagee may have, hold or acquire at any time within twenty years from the date of this mortgage against Mortgagor. The total amount of the indebtedness that may be secured by this mortgage may increase or decrease from time to time, but the total unpaid balance secured at any one time by this mortgage shall not exceed a maximum principal amount of **\$130,000.00**, plus interest, and any disbursements made by Mortgagee for the payment of taxes, levies or insurance on the property encumbered by this mortgage, with interest on such disbursements.

AND THE SAID MORTGAGOR does hereby covenant and agree:

1. To pay all and singular the principal, the interest and other sums of money payable by virtue of the said promissory note, and this mortgage, each and every one, promptly on the days, respectively, the same become due.

2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature and kind now on the Mortgaged Property, or that hereafter may be levied or assessed thereupon, each and every one of them and any and all documentary stamps, intangible taxes and assessments now or hereafter required to be paid by governmental authority on said note or on this mortgage; and if the same, or any part thereof, be not promptly paid when due and payable, said Mortgagee may at any time pay the same; without waiving or affecting the option to foreclose this mortgage by reason of such default, or any right hereunder, and every payment so made shall bear interest from the date thereof at the highest rate allowed by law, and all such payments, with interest as aforesaid, shall be secured by the lien hereof. Mortgagor shall furnish Mortgagee receipt for ad valorem taxes on the Mortgaged Property no later than 15 days after the due date of same.

3. To pay all and singular the costs, fees, charges and expenses, of every nature and kind, including all the costs of an abstract of title to the above described lands found to be convenient or expedient in connection with any suit for the foreclosure of this mortgage, and also including all costs and expenses of the said suit, including attorney's fee in a reasonable amount to the attorney of the plaintiff foreclosing, which costs and fees shall be included in the lien of this mortgage, because of the failure on the part of the said Mortgagor to perform, comply with and abide by all or any of the covenants, conditions and stipulations of said promissory note, and this mortgage, and in the foreclosure of this mortgage and in collecting the amount secured hereby, each and every such payment shall bear interest from date thereof until paid at the highest rate allowed by law, and such payments with interest thereon as aforesaid, shall be secured by the lien hereof. "Attorney's fees," as that phrase is used in this mortgage shall include, among

other action by any governmental body or agency, entity or person concerning violation of or compliance with any such Applicable Laws. Mortgagor covenants and agrees to abide by all Applicable Laws pertaining to Prohibited Substances, and covenants and agrees not to allow any such Prohibited Substances to be discharged, disbursed, released, dumped, stored, treated, generated, manufactured, used or disposed of (whether by Mortgagor or otherwise) in, on, under, or over (the Mortgaged Property or any real property adjacent to or in the immediate vicinity of the Mortgaged Property owned by Mortgagor.

16. That this instrument is intended to be and is a security agreement pursuant to the Uniform Commercial Code for any of the items specified above as part of the Mortgaged Property which, under applicable law, may be subject to a security interest pursuant to the Uniform Commercial Code, and Mortgagor hereby grants Mortgagee a security interest in said items. Mortgagor agrees that the recording and/or filing of this instrument, or a reproduction hereof, in the public records and/or any other appropriate index (including, without limitation, the Florida Secretary of State's office) shall also constitute a financing statement for any of the items indicated above as being a part of the Mortgaged Property. Any reproduction of this instrument or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Mortgagor agrees to execute and deliver to Mortgagee, upon Mortgagee's request, any financing statements, as well as extensions, renewals and amendments thereof, and reproductions of this instrument in such form as Mortgagee may require to perfect a security interest with respect to said items. Mortgagor shall pay all costs of filing such financing statements and any extensions, renewals, amendments and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Mortgagee may reasonably require. Without the prior written consent of Mortgagee, Mortgagor shall not create or suffer to be created pursuant to the Uniform Commercial Code any other security interest in said items. Upon Mortgagor's breach of any covenant or agreement of Mortgagor contained in this instrument, including the covenants to pay when due all sums secured by this instrument, Mortgagee shall have the remedies of a secured party under the Uniform Commercial Code and, at Mortgagee's option, may also invoke the remedies provided elsewhere in this instrument as to such items. In exercising any of said remedies Mortgagee may proceed against the items of real property and any items of personal property specified above as part of the Mortgaged Property separately or together and in any order whatsoever, without in any way affecting the availability of Mortgagee's remedies under the Uniform Commercial Code or of the remedies provided elsewhere in this instrument.

17. If Mortgagor fails to pay any claim, lien or encumbrance which is superior to this mortgage (it being agreed by Mortgagor that any such failure shall constitute a breach or default hereunder), or when due, any tax or assessment or insurance premium, or to keep the Mortgaged Property in repair, or shall commit or permit waste, or if there be commenced any action or proceeding affecting the Mortgaged Property or the title thereto, or the interest of Mortgagee therein, including, but not limited to, eminent domain and bankruptcy or reorganization proceedings, then Mortgagee, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, with right of subrogation thereunder, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action therein as Mortgagee deems advisable, and for any such purposes Mortgagee may advance such sums of money, including all costs, reasonable attorney's fees and other items of expense as it deems necessary, and in so doing any funds advanced shall bear interest at the maximum rate provided by law and shall be due and repayable immediately without demand, and any such expenditures shall be secured by the lien of this mortgage. In such event, Mortgagee shall be the sole judge of the legality, validity and priority of any such claim, lien, encumbrance, tax, assessment and premium and of the amount necessary to be paid in satisfaction thereof. Mortgagee shall not be held accountable for any delay in making any such payment, which delay may result in any additional interest, costs, charges, expenses or otherwise. Mortgagee shall be subrogated for further security to the lien of any and all liens or encumbrances paid out of the proceeds of the loan secured by this mortgage, even though the lien or encumbrances are to be paid from such proceeds and to be released.

20. That this mortgage pertains to real property situate, lying and being in the State of Florida and shall be construed and enforced in accordance with the laws of the State of Florida.

Wherever used herein the terms "Mortgagor" and "Mortgagee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one. Wherever used the singular numbers shall include the plural and the plural the singular, and the use of any gender shall include all genders.

Cindi E Woodward
Witness Name: Cindi E Woodward

Kenneth Turk
Kenneth Turk

Kristen Marks
Witness Names: Kristen Marks

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 8 day of November, 2012 by Kenneth Turk who ☐ are personally known or ☒ have produced a driver's license as identification.

[Notary Seal]

Amanda Simmons
Notary Public

Printed Name: Amanda Simmons

My Commission Expires: 8-16-14



PROMISSORY NOTE

\$ 130,000.00

Pensacola, Escambia County, Florida

FOR VALUE RECEIVED, the undersigned promise to pay to the order of Tracy D. Wells, Successor Trustee of the Carolyn Williams Living Trust dated April 9, 2012 who has a mailing address of: 4850 Beaver Run, Milton, Florida 32570 or at such other address as may be indicated in writing, in the manner hereinafter specified, the principal sum of One Hundred Thirty Thousand Dollars and 00/100 (\$130,000.00) with interest from the date hereof, at the rate of 5.00 % per annum on the balance from time to time remaining unpaid. The said principal and interest shall be payable in lawful money of the United States of America, on the date and in the following manner:

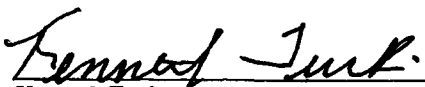
The sum of \$1,378.85 representing a payment of principal and interest shall be due and payable on August 15, 2010 and on the 15th day of each month thereafter until July 15, 2020 at which time the remaining principal balance, together with any accrued but unpaid interest, shall be due.

All payments shall be first applied to late charges, if any, then to the payment of accrued interest, and the balance remaining, if any, shall be applied to the payment of the principal sum.

This note may be prepaid, in whole or in part, at any time prior to maturity.

If default be made in the payment of any installment under this note, and if such default is not made good within 10 days, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder of this Note. Failure to exercise this option shall not constitute a waiver of the right to exercise the same at a later time for the same default or for any subsequent default. Any payment not received within 10 days of the due date shall include a late charge of 5% of the payment due. In the event of default in the payment of this note, and if the same is placed in the hands of any attorney for collection, the undersigned hereby agree to pay all costs of collection, including a reasonable attorneys' fee.

Makers waive demand, presentment for payment, protest, and notice of nonpayment and dishonor.


Kenneth Turk

Prepared By and Return Original To:

Kristen Marks, Esq.
433 E. Government St., Ste. B
Pensacola, Florida 32502
(850) 439-1191

ASSIGNMENT OF MORTGAGE

For Good and Valuable Consideration, the sufficiency of which is hereby acknowledged, the undersigned, **Tracy D. Wells, Successor Trustee of the Carolyn Williams Living Trust dated April 9, 2012** (Acceptance as Successor Trustee and Affidavit of Death recorded in the Public Records for Escambia County, Florida, in Official Records Book 6869, Page 293), whose address is: **4850 Beaver Run, Milton, Florida 32570**

By these presents does convey, grant, bargain, sell, assign, transfer and set over the described mortgage and any modifications, bearing the date **November 8, 2012**, together with the certain Promissory Note described therein with all interest, all liens, and any rights due or to become due thereon to:

Wendy Fisk, whose address is: **Post Office Box 224, Bagdad, Florida 32530**

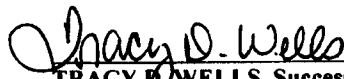
Said Mortgage is recorded on: **November 14, 2012 in Official Records Book 6934, Page 859-866, Public Records of Escambia County, Florida.**

Original Mortgagor(s): **Kenneth Turk**

Original Mortgage Amount: **\$ 130,000.00**

IN WITNESS WHEREOF, the undersigned corporation has caused this instrument to be executed as a sealed instrument by its duly authorized officers.

Dated this 7 day of February, 2013.



TRACY D. WELLS, Successor Trustee of the Carolyn Williams Living Trust dated April 9, 2012

State of Florida
County of Escambia

On February 7, 2013, before me, the undersigned authority, personally appeared, **Tracy D. Wells**, who acknowledged the foregoing instrument and is personally known to me.



KRISTEN MARKS
Florida Notary Public



KRISTEN MARKS
MY COMMISSION # EE 207641
EXPIRES: October 12, 2016
Bonded thru Budget Notary Services

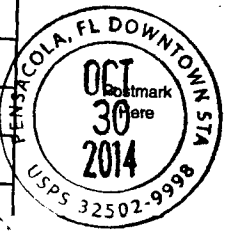
7009 2250 0003 8665 2258

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

OFFICIAL USE

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



Sent
Street
or PO
City,
PS F

KENNETH TURK [14-863]
760 VICKERY DR
PENSACOLA, FL 32514

Instructions

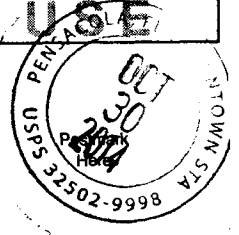
5922 5998 E000 0522 6007

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| Total Postage & Fees | \$ 6.49 |



Sent
Street
or PO
City,
PS F

WENDY FISK [14-863]
PO BOX 224
BAGDAD FL 32530

Instructions

12/01/163

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:

KENNETH TURK [14-863]
760 VICKERY DR
PENSACOLA, FL 32514

2. Article Number

(Transfer from service label)

7009 2250 0003 8665 2258

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Kenneth Turk*☒ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ YesIf 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

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:

WENDY FISK [14-863]
PO BOX 224
BAGDAD FL 32530

2. Article Number

(Transfer from service label)

7009 2250 0003 8665 2265

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Lee E Fisk*☒ Agent☐ Addressee

B. Received by (Printed Name)

Lee E Fisk

C. Date of Delivery

10/3/14

D. Is delivery address different from item 1? ☐ YesIf 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

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

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

CERTIFICATE # 01163 of 2012

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on October 30, 2014, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

| | |
|---|---|
| KENNETH TURK 760 VICKERY DR PENSACOLA, FL 32514 | WENDY FISK PO BOX 224 BAGDAD FL 32530 |
|---|---|

WITNESS my official seal this 30th day of October 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 December 1, 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 US BANK AS CUST FOR CAZ CREEK holder of Tax Certificate No. 01163, issued the 1st day of June, A.D., 2012 has filed same in my office and has made application for a tax deed to be issued thereon. Said certificate embraces the following described property in the County of Escambia, State of Florida, to wit:

BEG AT SW COR OF SEC N ALG W LI OF SEC 508 3/10 FT ELY PARL TO S LI OF SEC 404 FT FOR POB CONTINUE SAME COURSE 272 FT NLY PARL TO W LI OF SEC 180 8/10 FT WLY PARL TO S LI OF SEC 272 FT SLY PARL TO W LI OF SEC 180 8/10 FT TO POB OR 1242 P 777 LESS DB 486 P 91/95 COUNTY RD R/W S/D OF S 1/2 PLAT DB P P 375

SECTION 20, TOWNSHIP 1 S, RANGE 30 W

TAX ACCOUNT NUMBER 022874000 (14-863)

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

KENNETH TURK

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 December, which is the 1st day of December 2014.

Dated this 30th day of October 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:

760 VICKERY DR 32514



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

By:
Emily Hogg
Deputy Clerk

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Personal Services:

KENNETH TURK
760 VICKERY DR
PENSACOLA, FL 32514

PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA



By:
Emily Hogg
Deputy Clerk

ESCAMBIA COUNTY SHERIFF'S OFFICE
ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE

Document Number: ECSO14CIV049619NON

Agency Number: 15-001243

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT #01163 2012

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE: KENNETH TURK

Defendant:

Type of Process: WARNING/NOTICE OF APPLICATION FOR TAX DEED

Individual

Received this Writ on 10/30/2014 at 9:38 AM and served same on KENNETH TURK , at 7:52 AM on 10/31/2014 in ESCAMBIA COUNTY, FLORIDA, by delivering a true copy of this Writ together with a copy of the initial pleadings, if any, with the date and hour of service endorsed thereon by me.

DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By: _____



T. ANTHONY, CPS

Service Fee: \$40.00
Receipt No: BILL

Printed By: NDSCHERER

WARNING

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Personal Services:

**KENNETH TURK
760 VICKERY DR
PENSACOLA, FL 32514**

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



By:
Emily Hogg
Deputy Clerk

2014 OCT 30 A 9:38

RECEIVED

ESCAMBIA COUNTY SHERIFF'S OFFICE
ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE

Document Number: ECSO14CIV049497NON

Agency Number: 15-001176

Court: TAX DEED

County: ESCAMBIA

Case Number: CERT # 01163 2012

Attorney/Agent:

PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE KENNETH TURK

Defendant:

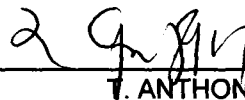
Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 10/30/2014 at 9:35 AM and served same at 7:52 AM on 10/31/2014 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY , the within named, to wit: , .

POSTED TO PROPERTY PER CLERKS OFFICE INSTRUCTIONS

DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY, FLORIDA

By: _____



T. ANTHONY, CPS

Service Fee: \$40.00
Receipt No: BILL

Printed By: LCMITCHE

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Post Property:

760 VICKERY DR 32514



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk

2014 OCT 30 A 9:35

RECEIVED