

## Notice to Tax Collector of Application for Tax Deed

**TO: Tax Collector of Escambia County**

In accordance with Florida Statutes, I,

**CAP ONE AS COLL ASSN RMCTL2013**

**PO BOX 54426**

**NEW ORLEANS, Louisiana, 70154**

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

| <b>Certificate No.</b> | <b>Parcel ID Number</b> | <b>Date</b> | <b>Legal Description</b>   |
|------------------------|-------------------------|-------------|--|
| 1879.0000              | 03-2192-100             | 06/01/2012  | A PART OF LT 2 BLK 1 FERRY PASS HEIGHTS<br>MORE PARTICULARLY DESCRIBED AS FOLLOWS<br>BEG AT SW COR SD LT 2 N 10 DEG 48 MIN 04<br>SEC W ALG ELY R/W DAVIS HIGHWAY (SR #291<br>80 FT R/W) FOR 15 25/100 FT FOR POB N 10<br>DEG 48 MIN 04 SEC W ALG ELY R/W 96 56/100<br>FT N 89 DEG 40 MIN 26 SEC E 217 56/100 FT S<br>0 DEG 20 MIN 34 SEC E 95 FT S 89 DEG 40 MIN<br>26 SEC W 200 FT TO SD ELY R/W AND POB PB 1<br>P 60 OR 5301 P 752 |

**2013 TAX ROLL**

OSWALD BEVERLY K TRUSTEE FOR 4718A  
LAND TRUST  
323 NORTH MAIN ST  
COLUMBIA , Illinois 62236

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.

rmctl2013 (Matt Sheehan)

Applicant's Signature

07/07/2014

Date

FORM 513  
(r.12/00)

**TAX COLLECTOR'S CERTIFICATION**

**APPLICATION DATE**

7/7/2014

**FULL LEGAL DESCRIPTION**  
**Parcel ID Number: 03-2192-100**

July 11, 2014  
Tax Year: 2011  
Certificate Number: 1879.0000

A PART OF LT 2 BLK 1 FERRY PASS HEIGHTS MORE PARTICULARLY DESCRIBED AS FOLLOWS BEG AT SW COR SD LT 2 N 10 DEG 48 MIN 04 SEC W ALG ELY R/W DAVIS HIGHWAY (SR #291 80 FT R/W) FOR 15 25/100 FT FOR POB N 10 DEG 48 MIN 04 SEC W ALG ELY R/W 96 56/100 FT N 89 DEG 40 MIN 26 SEC E 217 56/100 FT S 0 DEG 20 MIN 34 SEC E 95 FT S 89 DEG 40 MIN 26 SEC W 200 FT TO SD ELY R/W AND POB PB 1 P 60 OR 5301 P 752

# TAX COLLECTOR'S CERTIFICATION

Application  
Date / Number  
Jul 7, 2014 / 140581

This is to certify that the holder listed below of Tax Sale Certificate Number **2012 / 1879.0000**, issued the **1st** day of **June, 2012**, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: **Parcel ID Number: 03-2192-100**

**Certificate Holder:**  
CAP ONE AS COLL ASSN RMCTL2013  
PO BOX 54426  
NEW ORLEANS, LOUISIANA 70154

**Property Owner:**  
OSWALD BEVERLY K TRUSTEE FOR 4718A LAND TRUST  
323 NORTH MAIN ST  
COLUMBIA, ILLINOIS 62236

**Legal Description:**

A PART OF LT 2 BLK 1 FERRY PASS HEIGHTS MORE PARTICULARLY DESCRIBED AS FOLLOWS BEG AT SW COR SD LT 2 N 10 DEG 48 MIN 04 SEC W ALG ELY R/W DAVIS HIGHW ...

**See attachment for full legal description.**

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid:

**CERTIFICATES OWNED BY APPLICANT AND FILED IN CONNECTION WITH THIS TAX DEED APPLICATION:**

| Cert. Year | Certificate Number | Date of Sale | Face Amt   | T/C Fee | Interest | Total      |
|------------|--------------------|--------------|------------|---------|----------|------------|
| 2012       | 1879.0000          | 06/01/12     | \$4,824.26 | \$0.00  | \$653.29 | \$5,477.55 |

**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      |
|------------|--------------------|--------------|------------|---------|----------|------------|
| 2014       | 1414.0000          | 06/01/14     | \$5,005.33 | \$6.25  | \$250.27 | \$5,261.85 |
| 2013       | 1700.0000          | 06/01/13     | \$4,786.47 | \$6.25  | \$239.32 | \$5,032.04 |

- Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or Included (County)
- Total of Delinquent Taxes Paid by Tax Deed Application
- Total of Current Taxes Paid by Tax Deed Applicant
- Ownership and Encumbrance Report Fee
- Tax Deed Application Fee
- Total Certified by Tax Collector to Clerk of Court
- Clerk of Court Statutory Fee
- Clerk of Court Certified Mail Charge
- Clerk of Court Advertising Charge
- Sheriff's Fee
- 
- Total of Lines 6 thru 11
- Interest Computed by Clerk of Court Per Florida Statutes.....( %)
- One-Half of the assessed value of homestead property. If applicable pursuant to section 197.502, F.S.
- Statutory (Opening) Bid; Total of Lines 12 thru 14
- Redemption Fee
- Total Amount to Redeem

|             |
|-------------|
| \$15,771.44 |
| \$0.00      |
|             |
| \$250.00    |
| \$75.00     |
| \$16,096.44 |
|             |
|             |
|             |
|             |
|             |
| \$16,096.44 |
|             |
|             |
|             |
| \$6.25      |
|             |

\*Done this 7th day of July, 2014

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By

*[Signature]*

Date of Sale: March 3, 2015

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

And the Grantor by this Deed full warrants the title to the above-described real estate and will defend the title against the lawful claims of all persons whatsoever. "Grantor", "Grantee", "Trustee", and "Beneficiary" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the Grantor aforesaid has set its hand and seal this 1st day of March, 2013.

Domex Properties Limited Partnership,  
an Indiana limited Partnership

By: Beverly K. Oswald  
Beverly K. Oswald, Manager

Witnesses:

Alice Friedlich  
Signature  
Alice Friedlich  
Printed name

Adam Friedlich  
Signature  
Adam Friedlich  
Printed name

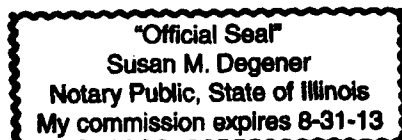
STATE OF ILLINOIS  
COUNTY OF MONROE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Beverly Oswald, who [is personally known to me] OR [has produced \_\_\_\_\_ as identification] and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 1 day of March, 2013.

Susan M. Degener  
NOTARY PUBLIC  
My commission expires:

8-31-13



mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. If there are co-trustees, it is specifically understood that the signature of only one of the Co-Trustees shall be required to accomplish the foregoing.

Any contract, obligation or indebtedness incurred or entered into by Trustee in connection with said property shall be as Trustee of an express trust and not individually and the Trustees shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only as far as the trust property and funds in the actual possession of Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of said Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Trustee or for the purpose or with the intention of binding said Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the trustee individually on account of any instrument executed by or on account of any representation warranty, covenant, undertaking or agreement of the said Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of each beneficiary under this Deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

In the event of the death of the Trustee, the successor trustee under the trust agreement referred to above shall be named in wiring by the Trustee, and upon a recording in the public records of Escambia County, Florida, of a death certificate of the Trustee or of any successor trustee, title to the land described herein shall be deemed to be held by the successor trustee and to pass to the successor trustee without the requirement of recording any further or additional documents.

The deed is given and accepted in accordance with Section 69.071, Florida Statutes. The Trustee shall have no personal liability whatsoever for action as trustee under the trust agreement referred to above or by virtue of taking title to the land described above and the sole liability of Trustee hereunder shall be limited to the property which the Trustee holds under the trust agreement referred to above.

Full power and authority is hereby granted to said Trustee to improve, subdivide, protect, conserve, sell, lease, encumber and otherwise manage and dispose of said property or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to re-subdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey said property or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or in any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for real or personal property, to submit said property or any part thereof to condominium, to place restrictions on the property or any part thereof, to grant easements or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof and to deal with said property and every part thereof if all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Trustee, or be obliged or privileged to inquire into any terms of this trust have been complied with, or be obliged to inquire into the necessity of expediency of any act of the Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or Declaration of Trust or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument (a) that at the time of its delivery the trust created by this Indenture and by the Trust Agreement and Declaration of Trust was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in the Trust Agreement and Declaration of Trust and is binding upon all beneficiaries under those instruments, (c) that Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease,

Prepared By and Return to:  
Price & Associates, LLC, Attorneys at Law  
43 N. Kringle Place, P. O. Box 100  
Santa Claus, IN 47579

**WARRANTY DEED TO TRUSTEE UNDER  
LAND TRUST 4718A**

THIS WARRANTY DEED made this 1<sup>st</sup> day of March, 2013, by Domex Properties Limited Partnership, an Indiana limited partnership, hereinafter called "Grantor", to Beverly K. Oswald, as Trustee under that certain land trust dated January 1, 2013, and numbered 4718A, (hereinafter referred to as "Trustee") with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of the property hereinafter described.

**WITNESSETH:**

That the Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Trustee, all that certain land situated in Escambia County, Florida, to-wit:

A PART OF LOT 2, BLOCK 1, FERRY PASS HEIGHTS, A SUBDIVISION OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT OF SAID SUBDIVISION RECORDED IN PLAT BOOK 1, AT PAGE 60, OF THE PUBLIC RECORDS OF EXCAMBIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 2; THENCE NORTH 10 DEGREES 48'04" WEST ALONG THE EASTERLY RIGHT-OF-WAY OF DAVIS HIGHWAY (S.R. #291, 80' R/W) FOR A DISTANCE OF 15.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 10 DEGREES 48'04" WEST ALONG SAID EASTERLY RIGHT-OF-WAY FOR A DISTANCE OF 96.56 FEET; THENCE NORTH 89 DEGREES 40'26" EAST FOR A DISTANCE OF 217.56 FEET; THENCE SOUTH 00 DEGREES 20'34" EAST FOR A DISTANCE OF 95.00 FEET; THENCE SOUTH 89 DEGREES 40'26" WEST FOR A DISTANCE OF 200.00 FEET TO THE SAID EASTERLY RIGHT-OF-WAY AND THE POINT OF BEGINNING. ALL LYING AND BEING IN SAID FERRY PASS HEIGHTS SUBDIVISION.

This conveyance is subject to:

1. Taxes and Assessments for the year 2013 and subsequent years.
2. Zoning and other governmental regulations.

TO HAVE AND TO HOLD the above described real estate in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the Land Trust No. 4718A, dated January 1, 2013 (Trust Agreement).

# SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE  
PENSACOLA, FLORIDA 32503

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

Email: rcsgrt@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 3-2-2015

TAX ACCOUNT NO.: 03-2192-100

CERTIFICATE NO.: 2012-1879

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

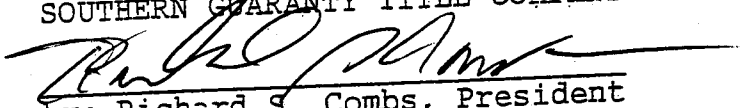
      X   Homestead for        tax year.

Beverly K. Oswald, as Trustee  
of the 4718A Trust dated 1-1-2013  
323 North Main St.  
Columbia, IL 62236

Unknown Tenants  
6308 N. Davis Hwy.  
Pensacola, FL 32504

Certified and delivered to Escambia County Tax Collector,  
this 11th day of December, 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.

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 11795

December 10, 2014

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

1. Taxes for the year 2011-2013 delinquent. The assessed value is \$239,391.00. Tax ID 03-2192-000.

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.

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 11795

December 10, 2014

**301S307901021001 - Full Legal Description**

A PART OF LT 2 BLK 1 FERRY PASS HEIGHTS MORE PARTICULARLY DESCRIBED AS FOLLOWS BEG AT SW COR SD LT 2 N 10 DEG 48 MIN 04 SEC W ALG ELY R/W DAVIS HIGHWAY (SR #291 80 FT R/W) FOR 15 25/100 FT FOR POB N 10 DEG 48 MIN 04 SEC W ALG ELY R/W 96 56/100 FT N 89 DEG 40 MIN 26 SEC E 217 56/100 FT S 0 DEG 20 MIN 34 SEC E 95 FT S 89 DEG 40 MIN 26 SEC W 200 FT TO SD ELY R/W AND POB PB 1 P 60 OR 6996 P 268

# **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.: 11795

December 10, 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 12-10-1994, through 12-10-2014, and said search reveals the following:

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

Beverly K. Oswald, as Trustee of the 4718A Trust dated 01-01-2013

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: 

December 10, 2014



# Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

January 15, 2015

CAP ONE AS COLL ASSN RMCTL2013  
PO BOX 54426  
NEW ORLEANS LA 70154

Dear Certificate Holder:

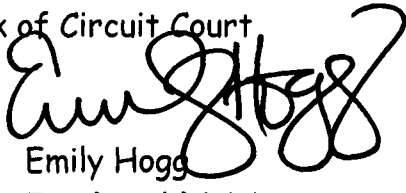
The records of this office show that an application for a tax deed had been made on the property represented by the numbered certificate listed below. The property redeemed prior to sale; therefore your application fees are now refundable.

| TAX CERT       | APP FEES | INTEREST | TOTAL           |
|----------------|----------|----------|-----------------|
| 2012 TD 001879 | \$526.00 | \$47.34  | \$573.34        |
| TOTAL          |          |          | <b>\$573.34</b> |

Very truly yours,

PAM CHILDERS  
Clerk of Circuit Court

By:

  
Emily Hogg

Tax Deed Division