Application Number: 140277

## **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. 3231.0000

**Parcel ID Number** 

05-3876-244

**Date** 06/01/2012

**Legal Description** 

LT 4 BLK D ESTATES AT MARCUS LAKE PB 16 P

39 OR 6476 P 661

2013 TAX ROLL

BOYD HENRY E JR 1/4TH INT BOYD JOHN W SR 1/4TH INT C/O JOSEPH BOYD 280 HAYWARD LN LAWRENCEVILLE, Georgia 30044

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.

PALMTREE (Omri Veader)

04/25/2014

#### TAX COLLECTOR'S CERTIFICATION

**Application Date/Number** APR 25, 2014 140277

This is to certify that the holder listed below of Tax Sale Certificate Number 2012/ 3231.000, 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: 05-3876-244

Cert PALM TREE TAX 2, LLC Holder PO BOX 37539

**BALTIMORE MD 21297** 

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

**Property** Owner **BOYD HENRY E JR 1/4TH INT BOYD JOHN W SR 1/4TH INT** 

C/O JOSEPH BOYD

4147 LACK ST PIERRE DR HARVEY LA 70058

LT 4 BLK D ESTATES AT MARCUS LAKE PB 16 P 39 OR 6476 P 661

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/ 3231.000	06/01/2012	3,857.88	0.00	192.89	4,050.77

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/ 2984.000	06/01/2013	3,689.17	6.25	184.46	3,879.88

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or included (County)	7,930.65
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	
3. Total of Current Taxes Paid by Tax Deed Applicant .{2013}	3,376.59
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	11,632.24
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	0.20
* Done this the 12th day of May, 2014	
TAX COLLECTOR OF Escambia County Tax Collector County	
Date of Sale: Ourmber 3, 2014 By Candice Ollies	)

## OR BK 5093 PG1428 Escambia County, Florida INSTRUMENT 2003-072553

RCD Mar 19, 2003 10:30 am Escambia County, Florida

	E.	
STATEOF FLORIDA,		
The foregoing instrument was:	acknowledged before me this F25 21,	∂1/13 by
HYAry	EBOYL	
who are personally known to m	ne or who have produced	ide Carellon Brinkman
	Cartin	Commission # CC 979225 Expires Nov. 7, 2004
	( all ska	Bonded Taru
	Notary Public	Atlantic Bonding Co., Inc.
STATEOF FLORIDA,	COUNTY OF	
The foregoing instrument was	acknowledged before me this	by
who are personally known to m	ne or who have produced	
		ERNIE LEE MAGAHA Clerk of the Circuit Court
	Notary Public	INSTRUMENT 2003-072553
OTATEOE EL ODIOA	COLINITY OF	
STATEOF FLORIDA,	COUNTY OF	
The foregoing instrument was	acknowledged before me this	by
		an identification
who are personally known to h	ne or who have produced	as identification.
	Notary Public	
STATEOF FLORIDA,	COUNTY OF	
,		
The foregoing instrument was	acknowledged before me this	by
who are personally known to n	ne or who have produced	as identification
and and porcentary another to	o vilo havo produced	
	Notary Public	·
***************************************	SCHEDI	(F==A-0000)
The following described real of	property located in the County of ESCAMBIA	
The street address of the Prop		
The legal description of the Pro	DENERGOLA PL	32505
	PROPERTY IN THE CITY OF PENS	SACOLA, COUNTY OF ESCAMBIA,
LOT 4, BLOCK, ESTA	TES AT MARCUS LAKE SUBDIVISION	ON, ACCORDING TO THE MAP OF PLAT ND 39A, OF THE PUBLIC RECORDS OF
	FORTH IN DEED BOOK 4943 AT I	CORPORATION, INC., A FLORIDA PAGE 1391 RECORDED ON 7/26/2002,

The permanent tax identification number of the Property is:

SCHEDULE B

THIS DOCUMENT WAS PREPARED BY: CANDI MILLS, 100 GREENSPRINGS HWY BHAM, AL 35209

# OR BK 5093 PG1427 Escambia County, Florida INSTRUMENT 2003-072553

- 29. NOTICE. Except as otherwise required by law, any notice or other communication to be provided under this Mortgage shell be in writing and mailed to the parties at the addresses described in this Mortgage or such other address as the parties may designate in writing from time to time. Any such notice so given and sent by first class mail, postage prepaid, shell be deemed given the earlier of three (3) days after such notice is sent or when received by the person to whom such notice is being given.
- 30. SEVERABILITY. Whenever poseible, each provision of this Mortgage shall be interpreted so as to be effective and valid under applicable state law. If any provision of this Mortgage violates the law or is unenforceable, the rest of the Mortgage shall continue to be valid and enforceable.
- 31. APPLICABLE LAW. This Mortgage shall be governed by the laws of the state where the Property is located. Unless applicable law provides otherwise, Mortgagor consents to the jurisdiction and venue of any court selected by Lender, in its sole discretion, located in that state.
- otherwise, Mortgagor consents to the jurisdiction and venue of any court selected by Lender, in its sole discretion, located in that state.

  32. NO THIRD-PARTY RIGHTS. No person is or shall be a third-party beneficiary of any provision of the Mortgage. All provisions of the Mortgage in lander are intended solely for the benefit of Lender, and no third party shall be entitled to assume or expect that Lender will waive or consent to the modification of any provision of the Mortgage, in Lender's sole discretion.

  33. PRESERVATION OF LABRITY AND PRIORITY. Without affecting the liability of Borrower, Mortgagor, or any guaranter of the Obligations, or any other person (except a person expressly released in writing) for the payment and performance of the Obligations, and without affecting the representative of any preson acquiring to right sole any person acquiring to right sole and performance of the Obligations, and without notice or consent: release any person liable for payment or performance of all or any part of the Obligations, and without notice or consent: release any person liable for payment or performance of all or any part of the Obligations, and without notice or consent: release any person liable for payment or performance of all or any part of the Obligations, or release or observed within any real or personal property securing the Obligations. Any part of the Obligations, or release or observed set with any real or personal property securing the Obligations. Any person acquiring or recording evidence of any interest of any nature in the Property shall be deemed, by acquiring such interest or recording any evidence thereof, to have consented to all or any such actions by Lender.
- 34. MISCELLANEOUS. Time is of the essence in the performance of this agreement. Mortgagor walves presentment, domand for payment, notice of dishonor and protest except as required by law. All references to Mortgagor in this Mortgagor shall include all persons signing below. If there is more than one Mortgagor, their Obligations shall be joint and several. This Mortgage represents the complete integrated understanding between Mortgagor and Lender pertaining to the terms and conditions hereof.
- 35. JURY TRIAL WAIVER, LENDER AND MORTGAGOR HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION ARMING OUT OF, OR BASED UPON, THIS MORTGAGE.
- 36. ADDITIONAL TERMS:

	, and agrees to the terms and conditions of this Mortgage, and acknowledges receipt of
Dated this 21st day of February, 2003  WITNESSEE  Card Briak  Card Briak  Dissua on Bordon	MORTGAGOR: HENRY E BOYD  HENRY E BOYD  HENRY E BOYD  FOR TOWN OF DRIVE PERSON OLA PL 32505  MORTGAGOR:
Jessicam Gordon	MORTGAGOR:
	MORTGAGOR:
	— Mortgagoя: —
	MORTOAGOR:
	MORTGAGOR:
	MORTGAGGR:

24.00 60301 cc#

DR BK 5093 PG1424 Escambia County, Florida INSTRUMENT 2003-072553

NTG DOC STANPS PD & ESC CD \$ 175.00 03/19/03 EMNIE JEE MOZONO, CLERN By:

INTANGIBLE TAX PD & ESC CD \$ 100.00 03/19/03 ERNIE LEE MOGRAPA, CLERK

Escambin, FL \$ 299.00

> After Recordation Return to: COMPASS BANK P. O. Box 10566 Birmingham, AL 35296

65-5456562100347282

## HOME EQUITY LINE MORTGAGE

BORROWER HENRY E BOYD	MORTGAGOR HENRY E BOYD, A SINGLE MAN
ADDRESS	
6090 TOULOUSE DRIVE PENSACOLA, FL 32505 TELEPHONE NO. DENTIFICATION NO.	6090 TOULOUSE DRIVE PENSACOLA, FL 32505 TELEPHONE NO. (DENTIFICATION NO.

In consideration of the loan or other credit accommodation hereinafter specified and any future advances or future Obligations, as defined herein,

In consideration of the loan or other credit accommodation hereinafter specified and any future advances or future Obligations, as defined herein, which may hereafter be advanced or incurred and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Mortgagor hereby mortgages, grants, assigns, and conveys to Compass Bank, 10060 Skinner Lake Drive, Jacksonville, Ft. 32246

(\*Lender'), its successors and assigns, the real property described in Schedule A which is attached to this Mortgage and incorporated herein together with all future and present improvements and fixtures; all privileges, hereditaments, and appurtenances; all leases, licenses and other agreements; all rents, issues and profits; all water, well, ditch, reservoir and mineral rights and stock, and standing timber and crops pertaining to the real property (collectively, "Property") until payment in full of all Obligations secured hereby.

Moreover, in further consideration, Mortgagor does, for Mortgagor and Mortgagor's heirs, representatives, successors, and assigns, hereby expressly warrant, covenant, and agree with Lender, its successors and assigns as follows:

1. OBLIGATIONS. This Mortgage and successors and assigns as follows:

1. OBLIGATIONS. This Mortgage shall secure the payment and performance of all presently existing or future evidences of indebtedness, liabilities, obligations and covenants of Berrower or Mortgagor (collectively, "Obligations") to Lender pursuant to:

(a) this Mortgage and the following promissory notes and other agreements:

INTEREST PATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	NUMBER	NUMBER
ARIABLE	\$50,000.00	02/21/03	02/21/38		56562100347282

all other presently existing or future evidences of indebtedness, liabilities, obligations, agreements, instruments, guaranties, or otherwise of Borrower or Mortgagor to Lender (whether executed for the same or different purposes than the foregoing); however, it securing such other indebtedness with the Property violates any state or federal law, rule, or regulation, including, but not limited to, failure to provide any right of rescission when required, Lender waives the security interest in the Property to the extent it causes any such violation;

(b) all amendments, extensions, renewals, modifications, replacements or substitutions to any of the foregoing.

used in this Paragraph 1, the terms Mortgagor and Borrower shall include and also mean any Mortgagor or Borrower if more than one.

2. FUTURE ADVANCES. This Mortgage shall secure not only existing Indebtedness, but also such future advances, whether such advances are obligatory or to be made at the option of Lender or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances were made on the date of the execution of this Mortgage, but such secured indebtedness shall not exceed at any time the maximum principal amount of \$50,000.00.

disbursements made for the payment of taxes, levies or insurance on the mortgaged Property with interest on such disbursements. Any such future advances, whether obligatory or to be made at the option of Lender or otherwise, may be made either prior to or after the due dates of the promissory notes or any other agreements secured by this Mortgage. This Mortgage is given for the specific purpose of securing any and all indebtedness by the Borrower and Mortgagor to Lender (but in no event shall the secured indebtedness exceed at any time the maximum principal amount set forth in this paragraph) in whatever manner this indebtedness may be evidenced or represented until this Mortgage is satisfied of record. All covenants and agreements contained in this Mortgage shall be applicable to all further advances made by Lender to Borrower or Mortgagor under

All covenants and agreements contained in this Mortgage shall be applicable to all further advances made by Lender to Borrower or Mortgagor under this future advance clause.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS. Mortgagor represents, warrants and covenants to Lender that:

(a) Mortgagor has see simple marketable title to the Property and shall maintain the Property free of all liens, security interests, encumbrances and claims except for this Mortgage and those described in Schedule B which is attached to this Mortgage and incorporated herein by reference, which Mortgagor agrees to pay and perform in a timely manner;

(b) Mortgagor is in compliance in all respects with all applicable federal, state and local laws and regulations, including, without limitation, those relating to "Hazardous Materials" as defined herein, and other environmental matters (the "Environmental Laws"), and neither the federal government nor the state where the Property is located nor any other governmental matters pending, or to the best of the Mortgagor's knowledge, threatened, which involve the Property. Neither Mortgagor nor, to the best of Mortgagor's knowledge, any other party has used, generated, released, discharged, stored, or disposed of any Hazardous Materials as defined herein, in connection with the Property or transported any Hazardous Materials' shall mean any substance, material, or waste which is or becomes regulated by any governmental authority including, but not limited to: (i) petroleum; (ii) frisible or nonfrisible asbestos; (iii) polychlorinated bipheryls; (iv) those substances materials or wastes defined as a "hazardous waste' pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or listed pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous substance, materials or

# RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinance Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Fiorida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgment by the County of the veracity of any disclosure statement.

Name of Roadway:

6090 Toulouse Drive, Pensacola, FL 32505

Legal Address of Property:

6090 Toulouse Drive, Pensacola, FL 32505

The County (X) has accepted (

) has not accepted the abutting roadway for maintenance.

This form completed by:

Whibbs, Whibbs & Johnson, P.A.

105 E. Gregory Square Pensacola, FL 32501

WHIBBS, JR.

AS TO SELLER(S):

Marcus Lake Development Corporation, Inc.

a Florida corporation

Raiph M. Boyd Vice President

(Corporate Seal)

AS TO BUYER(S):

Witness Name: James M. SLEV

Witness Name: ARAGY RATZIN

Henry E Boyd

(Seal)

RCD Jul 26, 2002 08:47 am Escambia County, Florida

ERNIE LEE MAGAHA Clerk of the Circuit Court INSTRUMENT 2002-988949

OR BK 4943 PG1391 INSTRUMENT

07/25/02 EMIE LEE, N

Prepared by and return to: Vincent J. Whibbs, Jr. Attorney at Law Whibbs, Whibbs & Johnson, P.A. 105 E. Gregory Square Pensacola, FL 32501

File Number: 02-0620 Will Call No.:

Grantee S.S. No.

Parcel Identification No. 12-2S-30-4009-040-004

[Space Above This Line For Recording Data]

## Warranty Deed (STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 18th day of July, 2002 between Marcus Lake Development Corporation, Inc., a Florida corporation whose post office address is 2280 North Ninth Avenue, Pensacola, FL 32503 of the County of Escambia, State of Florida, grantor\*, and Henry E. Boyd, a single man whose post office address is 7041 Rampart Way, Pensacola, FL 32505 of the County of Escambia, State of Florida, grantee\*,

Witnesseth, that said grantor, for and in consideration of the sum of 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 grantee's heirs and assigns forever, the following described land, situate, lying and being in Escambia County, Florida, to-wit:

Lot 4, Block D. Estates at Marcus Lake, according to the map or plat thereof as recorded in Plat Book 16, Page(s) 39 and 39A, Public Records of Escambia County, Florida.

Subject to taxes for 2002 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

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

\* "Grantor" and "Grantee" are used for singular or plural, as context requires.

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:

Marcus Lake Development Corporation, Inc.

a Florida corporation

Ralph M. Boyo

Vice President

(Corporate Seal)

State of Florida County of Escambia

The foregoing instrument was acknowledged before me this 18th day of July, 2002 by Ralph M. Boyd, Vice President of Marcus Lake Development Corporation, Inc., a Florida corporation, on behalf of the corporation. He [X] is personally known to me or [] has produced a driver's license as identification.

[Notary Seal]

TRACY RATZEN COMMISSION # DO 092305 EXPIRES: April 11, 2006

WHIBBS JR

Printed Name: Tracy Ratzin

My Commission Expires:

April 11, 2006

Said property consisting solely of the following described real and personal property located in Escambia County, Florida:

Lot 4, Block D, Estates at Marcus Lake, according to the map or plat thereof as recorded in Plat Book 16, Pages 39 and 39A of the public records of Escambia County, Florida.

- 2. Those to whom specified parts of the decedent's estate are assigned by this order shall be entitled to receive and collect the same, and to maintain actions to enforce the right.
- 3. Debtors of the decedent, those holding property of the decedent, and those with whom securities or other property of decedent are registered, are authorized and empowered to comply with this order by paying, delivering, or transferring to those specified above the parts of the decedent's estate assigned to them by this order, and the persons so paying, delivering, or transferring shall not be accountable to anyone else for the property.

ORDERED on \_\_\_\_\_

Conformed copy to: James C. Taylor, Esquire Recorded in Public Records 06/25/2009 at 02:19 PM OR Book 6476 Page 661, Instrument #2009042636, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL

## IN THE CIRCUIT COURT IN AND FOR ESCAMBIA COUNTY, FLORIDA PROBATE DIVISION

IN RE:

**ESTATE OF** 

HENRY E. BOYD, a/k/a

HENRY EDWARD BOYD, SR.,

CASE NO.: 2009 CP 653

DIVISION:

Deceased.

ORDER OF SUMMARY ADMINISTRATION

On the petition of Henry E. Boyd, Jr. for summary administration of the estate of Henry E. Boyd, a/k/a Henry Edward Boyd, Sr., deceased, the Court finding that the decedent died on August 5, 2005 that all interested persons have been served proper notice of the petition and hearing, or have waived notice thereof; that the material allegations of the petition are true; that the will dated June 24, 2005, has been admitted to probate by order of this court as and for the last will of the decedent; and that the decedent's estate qualifies for summary administration and an Order of Summary Administration should be entered, it is

## ADJUDGED that:

There be immediate distribution of the assets of the decedent as follows: 1.

NAME	ADDRESS	ASSET, SHARE OR AMOUNT
Henry E. Boyd, Jr.	4147 Lac St. Pierre Dr. Harvey, LA 70059	one-fourth
John W. Boyd, Sr.	6947 Foxmoor Way Douglasville, CA 30134	one-fourth
Joseph C. Boyd	480 Hayward Lane Lawrenceville, GA 30044	one-fourth
Stephen D. Boyd	4147 Lac St. Pierre Dr. Harvey, LA 70059	one-fourth

Case: 2009 CP 000653 00055657126

Dkt: CPOSA Pg#: 2

2300

# SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE PENSACOLA, FLORIDA 32503 TEL. (850) 478-8121 FAX (850) 476-1437

Email: rcsgt@aol.com

Janet Holley

Escambia County Tax Collector P.O. Box 1312	
Pensacola, FL 32596	
CERTIFICATION:	TITLE SEARCH FOR TDA
TAX DEED SALE DATE: 11-03-2014	
TAX ACCOUNT NO.: 05-3876-244	
CERTIFICATE NO.: 2012-3231	
In compliance with Section 197.256 is a list of names and addresses of agencies having legal interest in described property. The above reference submitted as proper notifications.	or claim against the above proposed tax sale certificate is
YES NO  X Notify City of Pensacola	a. P.O. Box 12910, 32521
X Notify Escambia County,	190 Governmental Center, 32502
X Homestead for tax	year.
Henry E. Boyd, Jr. Stephen D. Boyd Joseph C. Boyd 4147 Lac St. Pierre Dr. Harvey, LA 70059	Unknown Tenants 6090 Toulouse Dr. Pensacola, FL 32505  Compass Bank 10060 Skinner Lake Dr.
Joseph C. Boyd 480 Hayward Lane Lawrenceville, GA 30044	Jacksonville, FL 32246
John W. Boyd, Sr. 6947 Foxmoor Way Douglasville, GA 30044 Certified and delivered to Escamb this 6th day of August , 20	oia County Tax Collector,
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.: 11399 August 5, 2014

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

- 1. That certain mortgage executed by Henry E. Boyd, deceased in favor of Compass Bank dated 02/21/2003 and recorded 03/19/2003 in Official Records Book 5093, page 1424 of the public records of Escambia County, Florida, in the original amount of \$50,000.00.
- 2. Taxes for the year 2011-2013 delinquent. The assessed value is \$209,290.00. Tax ID 05-3876-244.

#### 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.: 11399

August 5, 2014

Lot 4, Block D, Estates at Marcus Lake, as per plat thereof, recorded in Plat Book 16, Page 39 & 39A, of the Public Records of Escambia County, Florida

## **Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503 Telephone: 850-478-8121 Facsimile: 850-476-1437 14-775

### OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 11399 August 5, 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 08-05-1994, through 08-05-2014, and said search reveals the following:

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

Henry E. Boyd, Jr., John W. Boyd, Sr., Joseph C. Boyd and Stephen D. Boyd

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

August 5, 2014

#### 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 November 3, 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 PALM TREE TAX 2 LLC holder of Tax Certificate No. 03231, 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:

LT 4 BLK D ESTATES AT MARCUS LAKE PB 16 P 39 OR 6476 P 661

**SECTION 12, TOWNSHIP 2 S, RANGE 30 W** 

TAX ACCOUNT NUMBER 053876244 (14-775)

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

## HENRY E BOYD JR and JOHN W BOYD SR and JOSEPH C BOYD and STEPHEN D BOYD

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 November, which is the 3rd day of November 2014.

Dated this 2nd 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.

**Post Property:** 

**6090 TOULOUSE DR 32505** 

COMP TO SOURT THE SOURT TH

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

#### 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 November 3, 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 PALM TREE TAX 2 LLC holder of Tax Certificate No. 03231, 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:

LT 4 BLK D ESTATES AT MARCUS LAKE PB 16 P 39 OR 6476 P 661

**SECTION 12, TOWNSHIP 2 S, RANGE 30 W** 

TAX ACCOUNT NUMBER 053876244 (14-775)

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

## HENRY E BOYD JR and JOHN W BOYD SR and JOSEPH C BOYD and STEPHEN D BOYD

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 November, which is the 3rd day of November 2014.

Dated this 2nd 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.

COUNT

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

## STATE OF FLORIDA COUNTY OF ESCAMBIA

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

## **CERTIFICATE # 03231 of 2012**

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on October 2, 2014, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

				_
HENRY E BOYD JR		JOHN W BOYD SR		
i	C/O JOSEPH BOYD	- 1	C/O JOSEPH BOYD	
	4147 LAC ST PIERRE D	R	4147 LAC ST PIERRE DR	
	HARVEY, LA 70059		HARVEY, LA 70059	
	JOSEPH C BOYD	٦	STEPHEN D BOYD	
	C/O JOSEPH BOYD	1	C/O JOSEPH BOYD	
	4147 LAC ST PIERRE DI	R	4147 LAC ST PIERRE DR	
	HARVEY, LA 70059		HARVEY, LA 70059	
JOSEPH C BOYD			JOHN W BOYD SR	
480 HAYWARD LANE			6947 FOXMOOR WAY	
LAWRENCEVILLE GA 30044		14	DOUGLASVILLE GA 3004	14
HENRY E BOYD JR		_	OMPASS BANK	
C/O TENANTS 6090 TOULOUSE DR		"		
		_	0060 SKINNER LAKE DR	
	PENSACOLA FL 32505	ال	ACKSONVILLE FL 32246	
		_		

WITNESS my official seal this 2nd day of October 2014.

COMPTROL

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

#### 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 November 3, 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 PALM TREE TAX 2 LLC holder of Tax Certificate No. 03231, 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:

LT 4 BLK D ESTATES AT MARCUS LAKE PB 16 P 39 OR 6476 P 661

**SECTION 12, TOWNSHIP 2 S, RANGE 30 W** 

TAX ACCOUNT NUMBER 053876244 (14-775)

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

#### HENRY E BOYD JR and JOHN W BOYD SR and JOSEPH C BOYD and STEPHEN D BOYD

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 November, which is the 3rd day of November 2014.

Dated this 2nd 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.

**Post Property:** 

**6090 TOULOUSE DR 32505** 



PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

# ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

## **NON-ENFORCEABLE RETURN OF SERVICE**

14-775

**Document Number: ECSO14CIV044719NON** 

. .

Agency Number: 15-000195

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT # 03231 2012

Attorney/Agent:
PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff:

RE HENRY E BOYD JR AND JOHN W BOYD SR AND JOSEPH C BOYD AND STEPHEN D BOYD

**Defendant:** 

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 10/2/2014 at 1:44 PM and served same at 12:36 PM on 10/6/2014 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY, the within named, to wit: , .

POSTED TO PROPERTY PER INSTRUCTIONS FROM CLERK'S OFFICE.

DAVID MORGAN, SHERIFF ESCAMBIA COUNTY, FLORIDA

Rv.

L. LITTLEJOHN, CPS

Service Fee: Receipt No:

\$40.00 BILL

Printed By: DLRUPERT

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



**US POSTAGE** 10/02/2014 neopost

\$06.489

FIRST-CLASS MAIL

041L11221084 ZIP 32502

FOR THE COLUMN

0010/05/14

U

322

RETURN TO SENDER ATTEMPTED - NOT KNOWN UNABLE TO FORWARD

\*2887-84182-82-41

3259103333 ж ::

12/3231

**HENRY E BOYD JR [14-775]** PENSACOLA FL 32505 **6090 TOULOUSE DR** C/O TENANTS

3259100333

and the state of t	A. Clanetturo
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 malipiece, or on the front if space permits.	A. Signature  X. Arricle (ample) Agent  B. Received by (Printed Name) C. Date of Delivery  D. is delivery address different from item 1? Yes
I. Article Addressed to:	If YES, enter delivery address below:
COMPASS BANK [14-775] 10060 SKINNER LAKE DR JACKSONVILLE FL 32246	3. Service Type  ☐ Certified Mail* ☐ Priority Mail Express** ☐ Requirement ☐ Return Receipt for Merchandise
	☐ Registered ☐ Return Receipt for Merchandree ☐ Insured Mail ☐ Collect on Delivery
	4. Restricted Delivery? (Extra Fee) ☐ Yes
2. Article Number 7008 1830	0000 0242 5536
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.	A. Signature  X
<ul> <li>Attach this card to the back of the mallplece, or on the front if space permits.</li> </ul>	
Article Addressed to:	D. Is delivery address different from item ??  If YES, enter delivery address below:  \[ \text{\$\exititt{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\texit{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\text{\$\
HENRY E BOYD JR [14-775] C/O JOSEPH BOYD	
4147 LAC ST PIERRE DR HARVEY, LA 7005	3. Service Type ☐ Certified Mail* ☐ Priority Mail Express* ☐ Registered ☐ Return Receipt for Merchandise ☐ Insured Mail ☐ Collect on Delivery
	4. Restricted Delivery? (Extra Fee)
2. Article Number 7008 183	0 0000 0242 5741

12/3231

		٤,	:
ET. Comment			
<ul> <li>Complete items 1, 2, and 3. Alsitem 4 if Restricted Delivery is 6</li> <li>Print your name and address o so that we can return the card</li> <li>Attach this card to the back of or on the front if space permits</li> <li>Article Addressed to:</li> </ul>	desired. n the reverse to you. the maliplece,	B. Received by (Printed Name)  D. Is delivery address different from If YES, enter delivery address be	Agent Addressee C. Date of Delivery  Item 1?  Yes No
STEPHEN D BOYD C/O JOSEPH BO 4147 LAC ST PIER HARVEY, LA 7	DYD RE DR	☐ Registered ☐ Return F☐ Insured Mail ☐ Collect c  4. Restricted Delivery? (Extra Fee)	Aall Express™ lecelpt for Merchandise on Delivery □ Yes
2. Article Number	7008 18	30 0000 0242 5499	
(Transfer from service label) PS Form 3811_July 2013		letum Receipt	
ES LAMITORAL COMPANDA		(高温) · ·	
Complete items 1, 2, and 3. Al item 4 if Restricted Delivery is Print your name and address os that we can return the card Attach this card to the back of or on the front if space permits 1. Article Addressed to:  JOSEPH C BOYD [C/O JOSEPH BO	desired. on the reverse to you. the mallplece, 3.	A. Signature  X  B. Received by (Printed Name)  D. Is delivery address different from If YES, enter delivery address by	Agent Addressee C. Date of Delivery Item 1? Yes elow: No
4147 LAC ST PIER HARVEY, LA 79	RE DR 005 <b>8</b>	☐ Registered ☐ Return I☐ Insured Mail ☐ Collect  4. Restricted Delivery? (Extra Fee)	
Article Number     (Transfer from service label) —	ነበበፀ ተወ	30 0000 0242 5482	
Complete items 1, 2, and 3. All item 4 if Restricted Delivery is Print your name and address of so that we can return the card Attach this card to the back of or on the front if space permits	so complete desired. In the reverse to you. the maliplece,	COMPLETE THIS SECTION OF.  A. Signature  X  B. Received by (Printed Name)	Agent Addressee C. Date of Delivery
JOHN W BOYD SR   C/O JOSEPH BO	ΥÐ	D. Is delivery address different from If YES, enter delivery address be	
4147 LAC ST PIERI HARVEY, LA 70			Aali Express™ lecelpt for Merchandise on Delivery ☐ Yes
2. Article Number	7008 183	0 0000 0242 5758	
(Transfer from service label) PS Form 3811, July 2013		letum Receipt	

12/3231



12 3231



**1**425

02450

0000

08

000

30

40

40

2

City, S

Sent To

Street, Ap

or PO Box

City, State

Certified Fee

Return Receipt Fee (Endorsement Required)

Restricted Delivery Fee (Endorsement Required)

Sent To

or PO Box

City, State

Total Postage & Fees

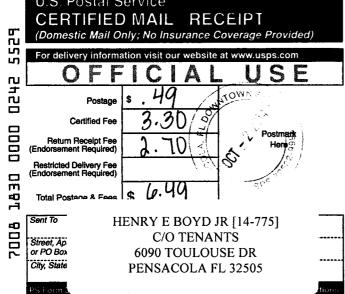
U.S. Postal Service

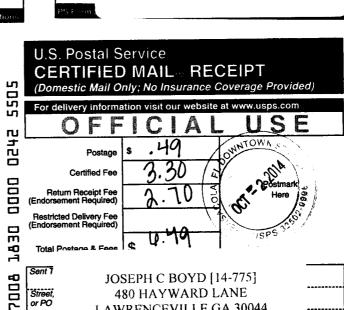
Certified Fee

Return Receipt Fee (Endorsement Required)

Restricted Delivery Fee (Endorsement Required)

Total Postage & Fees | \$





LAWRENCEVILLE GA 30044

JACKSONVILLE FL 32246



U.S. Postal Service