

**TAX COLLECTOR'S CERTIFICATION**

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 Holder** PALM TREE TAX 2, LLC  
 PO BOX 37539  
 BALTIMORE MD 21297

**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	

\* Done this the 12th day of May, 2014

Date of Sale: November 3, 2014 TAX COLLECTOR OF Escambia County Tax Collector County By Candice Lewis

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

### Notice to Tax Collector of Application for Tax Deed

**TO: Tax Collector of Escambia County**

In accordance with Florida Statutes, I,

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>
3231.0000	05-3876-244	06/01/2012	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)  
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

14-775

**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

By: 

August 5, 2014

**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**

**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.

# SOUTHERN GUARANTY TITLE COMPANY

4400 BAYOU BLVD., SUITE 13-B, CORDOVA SQUARE

PENSACOLA, FLORIDA 32503

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

Email: rcsqt@aol.com

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

CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 11-03-2014

TAX ACCOUNT NO.: 05-3876-244

CERTIFICATE NO.: 2012-3231

In compliance with Section 197.256, Florida Statutes, the following is a list of names and addresses of those persons, firms and/or agencies having legal interest in or claim against the above described property. The above referenced tax sale certificate is being submitted as proper notification of tax deed sale.

YES NO

- Notify City of Pensacola, P.O. Box 12910, 32521  
 Notify Escambia County, 190 Governmental Center, 32502  
 Homestead for \_\_\_\_\_ tax year.

Henry E. Boyd, Jr.  
Stephen D. Boyd  
Joseph C. Boyd  
4147 Lac St. Pierre Dr.  
Harvey, LA 70059

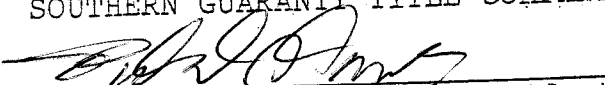
Unknown Tenants  
6090 Toulouse Dr.  
Pensacola, FL 32505

Joseph C. Boyd  
480 Hayward Lane  
Lawrenceville, GA 30044

Compass Bank  
10060 Skinner Lake Dr.  
Jacksonville, FL 32246

John W. Boyd, Sr.  
6947 Foxmoor Way  
Douglasville, GA 30044  
Certified and delivered to Escambia County Tax Collector,  
this 6th day of August, 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.

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.,

Deceased.

CASE NO.: 2009 CP 653  
DIVISION: ~~W~~

ERDIE LEE MAGAHA  
CLERK OF CIRCUIT COURT  
ESCAMBIA COUNTY FL  
2009 JUN 24 P 2:54  
PROBATE DIVISION  
FILED & RECORDED

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:

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

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

23aw

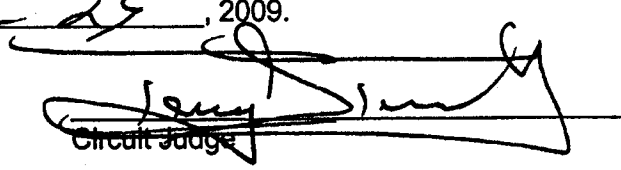
Said property consisting solely of the following described real and personal property located in Escambia County, Florida:

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 June 23, 2009.

  
Circuit Judge

Conformed copy to:  
James C. Taylor, Esquire



10.50  
348.60

OR BK 4943 PG 139 1  
Escambia County, Florida  
INSTRUMENT 2002-988949

DEED DOC STAMPS PD & ESC CO \$ 348.60  
07/26/02 ERNIE LEE, Notary Public, Clerk  
By: Ernie Lee

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:

[Signature]  
Witness Name: TRACY RATZIN  
[Signature]  
Witness Name: VINCE J. WHIBBS, JR.

Marcus Lake Development Corporation, Inc.  
a Florida corporation

By: [Signature]  
Ralph M. Boyd  
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]

[Signature]  
Notary Public, State of Florida

Printed Name: Tracy Ratzin

My Commission Expires: April 11, 2006



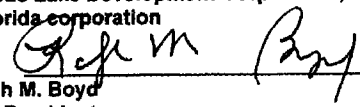
## RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

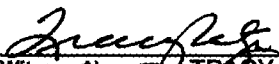

**ATTENTION:** Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County. The disclosure must additionally provide that Escambia County does not accept roads 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, Florida. 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 (  ) 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

**AS TO SELLER(S):**


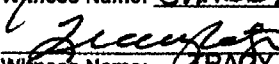
Marcus Lake Development Corporation, Inc.  
a Florida corporation

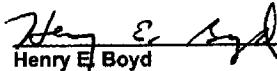
By:   
Ralph M. Boyd  
Vice President

  
Witness Name: TRACY RATZIN  
  
Witness Name: VINCE J. WHIBBS, JR.

(Corporate Seal)

**AS TO BUYER(S):**

  
Witness Name: JAMES M. ELEN  
  
Witness Name: TRACY RATZIN

 (Seal)  
Henry E. Boyd

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

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

60301  
CC# 24.00  
175.00  
100.00  
299.00

DR BK 5093 PG 1424  
Escambia County, Florida  
INSTRUMENT 2003-072553

NTG DOC STAMPS PD @ ESC CO \$ 175.00  
03/19/03 ERNIE LEE MORRIS, CLERK  
By: *D. Hughes*

INTANGIBLE TAX PD @ ESC CO \$ 100.00  
03/19/03 ERNIE LEE MORRIS, CLERK  
By: *D. Hughes*

Escambia, FL  
\$ 299.00

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

65-5456562100347282

**HOME EQUITY LINE MORTGAGE**

<b>BORROWER</b>		<b>MORTGAGOR</b>	
HENRY E BOYD		HENRY E BOYD, A SINGLE MAN	
<b>ADDRESS</b>		<b>ADDRESS</b>	
6090 TOULOUSE DRIVE PENSACOLA, FL 32505		6090 TOULOUSE DRIVE PENSACOLA, FL 32505	
<b>TELEPHONE NO.</b>	<b>IDENTIFICATION NO.</b>	<b>TELEPHONE NO.</b>	<b>IDENTIFICATION NO.</b>

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, FL 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 shall secure the payment and performance of all presently existing or future evidences of indebtedness, liabilities, obligations and covenants of Borrower or Mortgagor (collectively, "Obligations") to Lender pursuant to:

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

INTEREST RATE	PRINCIPAL AMOUNT/ CREDIT LIMIT	FUNDING/ AGREEMENT DATE	MATURITY DATE	CUSTOMER NUMBER	LOAN NUMBER
VARIABLE	\$50,000.00	02/21/03	02/21/38		56562100347282

all other presently existing or future evidences of indebtedness, liabilities, obligations, agreements, instruments, guarantees, or otherwise of Borrower or Mortgagor to Lender (whether executed for the same or different purposes than the foregoing); however, if 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.

As 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, plus interest thereon, and any 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 this future advance clause.

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

(a) Mortgagor has fee 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 or quasi governmental entity has filed a lien on the Property, nor are there any governmental, judicial or administrative actions with respect to environmental 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 to or from the Property. Mortgagor shall not commit or permit such actions to be taken in the future. The term "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) friable or nonfriable asbestos; (iii) polychlorinated biphenyls; (iv) those substances, materials or wastes designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act or listed pursuant to Section 307 of the Clean Water Act or any amendments or replacements to these statutes; (v) those substances, materials or wastes defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act or any amendments or replacements to that statute; and (vi) those substances, materials or wastes defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, or any amendments or replacements to that statute or any other similar state or federal statute, rule, regulation or ordinance now or hereafter in effect. Mortgagor shall not lease or permit the sublease of the Property to a tenant or subtenant whose operations may result in contamination of the Property with Hazardous Materials or toxic substances;

(c) All applicable laws and regulations including, without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101 et seq. (and all regulations promulgated thereunder) and all zoning and building laws and regulations relating to the Property by virtue of any federal, state or municipal authority with jurisdiction over the Property, presently are and shall be observed and complied with in all material respects, and all rights, licenses, permits, and certificates of occupancy (including but not limited to zoning variances, special exceptions for nonconforming uses, and final inspection approvals), whether temporary or permanent, which are material to the use and occupancy of the Property, presently are and shall be obtained, preserved and, where necessary, renewed;

29. **NOTICE.** Except as otherwise required by law, any notice or other communication to be provided under this Mortgage shall 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, shall 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 possible, 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.
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 favor of Lender 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 LIABILITY AND PRIORITY.** Without affecting the liability of Borrower, Mortgagor, or any guarantor 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 rights of Lender with respect to any Property not expressly released in writing, and without impairing in any way the priority of this Mortgage over the interest of any person acquired or first evidenced by recording subsequent to the recording of this Mortgage, Lender may, either before or after the maturity of the Obligations, and without notice or consent: release any person liable for payment or performance of all or any part of the Obligations; make any agreement altering the terms of payment or performance of all or any part of the Obligations; exercise or refrain from exercising or waive any right or remedy that Lender may have under this Mortgage; accept additional security of any kind for any of the Obligations; or release or otherwise deal with any real or personal property securing the Obligations. Any person acquiring or recording evidence of any interest 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 waives presentment, demand for payment, notice of dishonor and protest except as required by law. All references to Mortgagor in this Mortgage 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 ARISING OUT OF, OR BASED UPON, THIS MORTGAGE.**
36. **ADDITIONAL TERMS:**

Mortgagor acknowledges that Mortgagor has read, understands, and agrees to the terms and conditions of this Mortgage, and acknowledges receipt of an exact copy of same.

Dated this 21st day of February, 2003

WITNESSES:

Carl Breen  
Carl Breen  
Jessica m Gordon  
Jessica m Gordon

MORTGAGOR: HENRY E BOYD

Henry E. Boyd  
 HENRY E BOYD  
 6090 TOULOUSE DRIVE  
 PENSACOLA, FL 32505  
 MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

MORTGAGOR:

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

STATE OF FLORIDA, COUNTY OF Escambia

The foregoing instrument was acknowledged before me this Feb 21, 2003 by Henry E Boyd

who are personally known to me or who have produced \_\_\_\_\_ as identification  
Carolyn Brinkman  
Commission # CC 979225  
Expires Nov. 7, 2004  
Bonded Thru Atlantic Bonding Co., Inc.

STATE OF FLORIDA, COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_

who are personally known to me or who have produced \_\_\_\_\_ as identification.  
Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 2003-072553

STATE OF FLORIDA, COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_

who are personally known to me or who have produced \_\_\_\_\_ as identification.  
Notary Public

STATE OF FLORIDA, COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ by \_\_\_\_\_

who are personally known to me or who have produced \_\_\_\_\_ as identification.  
Notary Public

**SCHEDULE A**

The following described real property located in the County of ESCAMBIA, State of Florida:  
The street address of the Property (if applicable) is: 6090 TOULOUSE DRIVE  
The legal description of the Property is: PENSACOLA, FL 32505

**THE FOLLOWING REAL PROPERTY IN THE CITY OF PENSACOLA, COUNTY OF ESCAMBIA, STATE OF FLORIDA, TO-WIT:**

**LOT 4, BLOCK, ESTATES AT MARCUS LAKE SUBDIVISION, ACCORDING TO THE MAP OF PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE 39 AND 39A, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY.**

**BY FEE SIMPLE DEED FROM MARCUS LAKE DEVELOPMENT CORPORATION, INC., A FLORIDA CORPORATION AS SET FORTH IN DEED BOOK 4943 AT PAGE 1391 RECORDED ON 7/26/2002, ESCAMBIA COUNTY RECORDS.**

The permanent tax identification number of the Property is:

**SCHEDULE B**

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

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 C/O JOSEPH BOYD 4147 LAC ST PIERRE DR HARVEY, LA 70059	JOHN W BOYD SR C/O JOSEPH BOYD 4147 LAC ST PIERRE DR HARVEY, LA 70059
JOSEPH C BOYD C/O JOSEPH BOYD 4147 LAC ST PIERRE DR HARVEY, LA 70059	STEPHEN D BOYD C/O JOSEPH BOYD 4147 LAC ST PIERRE DR HARVEY, LA 70059
JOSEPH C BOYD 480 HAYWARD LANE LAWRENCEVILLE GA 30044	JOHN W BOYD SR 6947 FOXMOOR WAY DOUGLASVILLE GA 30044
HENRY E BOYD JR C/O TENANTS 6090 TOULOUSE DR PENSACOLA FL 32505	COMPASS BANK 10060 SKINNER LAKE DR JACKSONVILLE FL 32246

WITNESS my official seal this 2nd 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 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.



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

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**Post Property:**

6090 TOULOUSE DR 32505



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**

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

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

  
L. LITTLEJOHN, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: DLRUPERT

**WARNING**

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**6090 TOULOUSE DR 32505**



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

By:  
Emily Hogg  
Deputy Clerk

RECEIVED  
OCT - 2 2 1:44

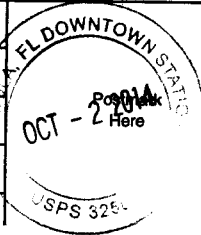
12/3231

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

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



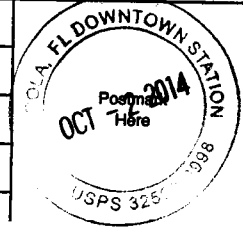
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C/O JOSEPH BOYD  
4147 LAC ST PIERRE DR  
HARVEY, LA 70058

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
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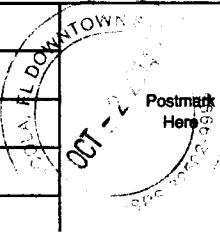
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C/O JOSEPH BOYD  
4147 LAC ST PIERRE DR  
HARVEY, LA 70058

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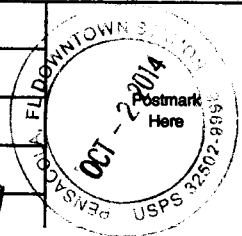
Sent To: HENRY E BOYD JR [14-775]  
C/O TENANTS  
6090 TOULOUSE DR  
PENSACOLA FL 32505

U.S. Postal Service  
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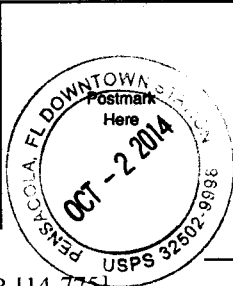
Sent To: COMPASS BANK [14-775]  
10060 SKINNER LAKE DR  
JACKSONVILLE FL 32246

U.S. Postal Service  
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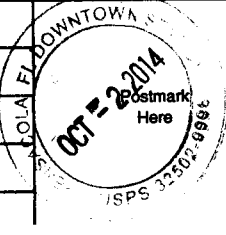
Sent To: JOHN W BOYD SR [14-775]  
6947 FOXMOOR WAY  
DOUGLASVILLE GA 30044

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
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Return Receipt Fee (Endorsement Required)	2.70
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 6.49



Sent To: JOSEPH C BOYD [14-775]  
480 HAYWARD LANE  
LAWRENCEVILLE GA 30044

7008 1830 0000 0242 5758

7008 1830 0000 0242 5747

7008 1830 0000 0242 5529

9555 2420 0000 0242 5536

7008 1830 0000 0242 5512

5055 2420 0000 0242 5505

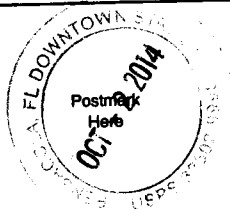
7008 1830 0000 0242 5482

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

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



Sent To  
Street, Ap  
or PO Box  
City, State  
PS Form

JOSEPH C BOYD [14-775]  
C/O JOSEPH BOYD  
4147 LAC ST PIERRE DR  
HARVEY, LA 70058

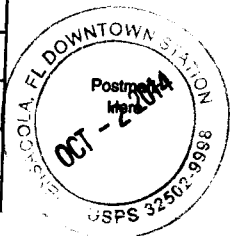
7008 1830 0000 0242 5499

U.S. Postal Service  
**CERTIFIED MAIL RECEIPT**  
(Domestic Mail Only; No Insurance Coverage Provided)

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

**OFFICIAL USE**

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



Sent To  
Street, Ap  
or PO Box  
City, State  
PS Form

STEPHEN D BOYD [14-775]  
C/O JOSEPH BOYD  
4147 LAC ST PIERRE DR  
HARVEY, LA 70058

12/3231

- 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:

STEPHEN D BOYD [14-775]  
C/O JOSEPH BOYD  
4147 LAC ST PIERRE DR  
HARVEY, LA 70058

A. Signature  Agent  
 *Stephen Boyd*  Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Certified Mail®  Priority Mail Express™
- Registered  Return Receipt for Merchandise
- Insured Mail  Collect on Delivery

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
(Transfer from service label)

7008 1830 0000 0242 5499

PS Form 3811, July 2013

Domestic Return Receipt

12/3231

THIS SECTION

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1. Article Addressed to:

JOSEPH C BOYD [14-775]  
C/O JOSEPH BOYD  
4147 LAC ST PIERRE DR  
HARVEY, LA 70058

COMPLETE THIS SECTION

A. Signature  Agent  
 *Stephen Boyd*  Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Certified Mail®  Priority Mail Express™
- Registered  Return Receipt for Merchandise
- Insured Mail  Collect on Delivery

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
(Transfer from service label)

7008 1830 0000 0242 5482

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:

JOHN W BOYD SR [14-775]  
C/O JOSEPH BOYD  
4147 LAC ST PIERRE DR  
HARVEY, LA 70058

COMPLETE THIS SECTION ON

A. Signature  Agent  
 *Stephen Boyd*  Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Certified Mail®  Priority Mail Express™
- Registered  Return Receipt for Merchandise
- Insured Mail  Collect on Delivery

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number  
(Transfer from service label)

7008 1830 0000 0242 5758

PS Form 3811, July 2013

Domestic Return Receipt

- 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:

COMPASS BANK [14-775]  
10060 SKINNER LAKE DR  
JACKSONVILLE FL 32246

A. Signature

X *Angela Campbell*  Agent  Addressee

B. Received by (Printed Name)

C. Date of Delivery

*ACE*

*10/16*

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Certified Mail®  Priority Mail Express™  
 Registered  Return Receipt for Merchandise  
 Insured Mail  Collect on Delivery

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number

(Transfer from service label)

7008 1830 0000 0242 5536

PS Form 3811, July 2013

Domestic Return Receipt

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:

HENRY E BOYD JR [14-775]  
C/O JOSEPH BOYD  
4147 LAC ST PIERRE DR  
HARVEY, LA 70058

A. Signature

X *Henry Boyd*  Agent  Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
If YES, enter delivery address below:  No

3. Service Type

- Certified Mail®  Priority Mail Express™  
 Registered  Return Receipt for Merchandise  
 Insured Mail  Collect on Delivery

4. Restricted Delivery? (Extra Fee)  Yes

2. Article Number

(Transfer from service label)

7008 1830 0000 0242 5741

PS Form 3811, July 2013

Domestic Return Receipt

12/3231

**CERTIFIED MAIL**



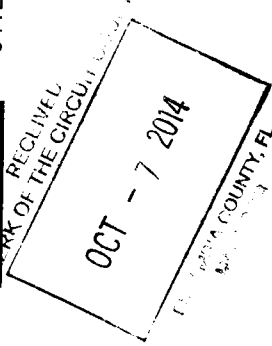
**PAM CHILDERS**  
CLERK OF THE CIRCUIT COURT & I  
OFFICIAL RECORDS DIVI  
221 Palafox Place  
P.O. Box 333  
Pensacola, FL 32591-0333

*AKS*

neopost<sup>®</sup>  
10/02/2014  
**US POSTAGE**  
FIRST-CLASS MAIL  
**\$06.48<sup>0</sup>**



ZIP 32502  
041L11221084



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

322 DC 1 0010/05/14  
RETURN TO SENDER  
ATTEMPTED - NOT KNOWN  
UNABLE TO FORWARD

3259100333  
RC: 32591033333 \*2087-04102-02-41

12/3231