

TAX COLLECTOR'S CERTIFICATION

**Application
Date / Number
Jul 7, 2014 / 140608**

This is to certify that the holder listed below of Tax Sale Certificate Number **2012 / 3785.0000** , 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: 06-1581-000**

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

Property Owner:
CICALE DESIREE
209 N DEVILLIERS ST
PENSACOLA , FLORIDA 32502

Legal Description:
E1/2 OF LT 6 AND ALL LTS 7 TO 10 BLK 70 PINECREST PLAT DB 55 P 261 OR 5819 P 1436 OR 4682 P 592

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	3785.0000	06/01/12	\$880.83	\$0.00	\$157.45	\$1,038.28

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	3096.0000	06/01/14	\$920.44	\$6.25	\$46.02	\$972.71

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

\$2,010.99
\$0.00
\$250.00
\$75.00
\$2,335.99
\$2,335.99
\$6.25

*Done this 7th day of July, 2014

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By 

Date of Sale: April 2012

* This certification must be surrendered to the Clerk of the Circuit Court no later than ten 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,

**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:

Certificate No.	Parcel ID Number	Date	Legal Description
3785.0000	06-1581-000	06/01/2012	E1/2 OF LT 6 AND ALL LTS 7 TO 10 BLK 70 PINECREST PLAT DB 55 P 261 OR 5819 P 1436 OR 4682 P 592

2013 TAX ROLL

CICALE DESIREE
209 N DEVILLIERS ST
PENSACOLA , Florida 32502

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

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.: 11847

January 15, 2015

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 01-15-1995, through 01-15-2015, and said search reveals the following:

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

Desiree Cicale

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: 

January 15, 2015

**OWNERSHIP AND ENCUMBRANCE REPORT
LEGAL DESCRIPTION**

File No.: 11847

January 15, 2015

The East one half of Lot 6, and all of Lots 7, 8, 9 and 10, Block 70, Pinecrest, The Albert Hazle Land Company's Subdivision of Lots 12 and 13 and a portion of Lot 5, Section 17, Township 2 South, Range 30 West, according to map recorded in Deed Book 55, Page 261, of the Public Records of Escambia County, Florida.

**OWNERSHIP AND ENCUMBRANCE REPORT
CONTINUATION PAGE**

File No.: 11847

January 15, 2015

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

1. Sales contract between Disiree Cicale and Billie Reed recorded in O.R. Book 6679, page 521.
2. Taxes for the year 2011 and 2013 delinquent. The assessed value is \$50,054.00. Tax ID 06-1581-000.

PLEASE NOTE THE FOLLOWING:

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

SOUTHERN GUARANTY TITLE COMPANY

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

PENSACOLA, FLORIDA 32503

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

Email: 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: 4-6-2015

TAX ACCOUNT NO.: 06-1581-000

CERTIFICATE NO.: 2012-3785

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.

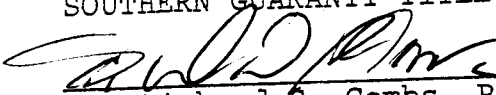
Desiree Cicale
209 N. Devolliers St.
Pensacola, FL 32502

Unknown Tenants
2611 North T St.
Pensacola, FL 32505

Billie Reed
2611 North T St.
Pensacola, FL 32505

Certified and delivered to Escambia County Tax Collector,
this 23rd day of January, 2015.

SOUTHERN GUARANTY TITLE COMPANY


by: Richard S. Combs, President

NOTE: The above listed addresses are based upon current information available, but said addresses are not guaranteed to be true or correct.

Prepared By: A. G. Condon, Jr.
Emmanuel, Sheppard & Condon
30 S. Spring Street
Pensacola, FL 32502
File Number: 03526-115045
Parcel ID #: 172S301400006070

WARRANTY DEED

This WARRANTY DEED, dated May 26, 2009, by
VICTORIA A. BLANCHARD, MARVIN D. JONES AND RANDALL D. JONES, whose post office
addresses are: 9001 Thompson Drive, Pensacola, FL 32534, 201 Pensacola Beach Blvd, #B17, Gulf Breeze, FL
32561 and 2516 Talbert St., Pensacola, FL 32507, respectively, hereinafter called the GRANTOR, to **DESIREE
CICALE AND JOHN J. CICALE**, as joint tenants with rights of survivorship, whose post office address is: 209
N. DeVilliers Street, Pensacola, FL 32502, hereinafter called the GRANTEE: (Wherever used herein the terms
"Grantor" and "Grantee" include all parties to this instrument and the heirs, legal representatives and assigns of
individuals, and the successors and assigns of corporations.)

WITNESSETH: That the GRANTOR, for and in consideration of the sum of \$10.00 and other valuable
considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases,
conveys and confirms unto the GRANTEE, all that certain land situate in Escambia County, Florida, viz:

The East one half of Lot 6, and all of Lots 7, 8, 9 and 10, Block 70, Pinecrest, The Albert Hazle Land
Company's Subdivision of Lots 12 and 13 and a portion of Lot 5, Section 17, Township 2 South, Range 30
West, according to map recorded in Deed Book 55, page 261 of the public records of Escambia County,
Florida.

Grantors warrant and represent that the following described property does not constitute the homestead of
any of the Grantors for any purposes under Florida law or the Florida constitution and the property is not
adjacent to or contiguous to any of the Grantors' homestead.

This deed is given to evidence the complete performance and payment in full of that certain Contract for
Deed dated February 28, 2005 and recorded in O.R. Book 5819, page 1436 of the public records of Escambia
County, Florida.

Grantors and Grantee acknowledge that Emmanuel, Sheppard & Condon has prepared this instrument without
benefit of a title search, and Emmanuel, Sheppard & Condon is not rendering any opinion as to the sufficiency of the
title nor to the adequacy of the legal description of the property conveyed herein.

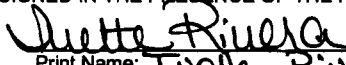
SUBJECT TO covenants, conditions, restrictions, reservations, limitations, easements and agreements of record, if
any; taxes and assessments for the year 2005 and subsequent years; and to all applicable zoning ordinances and/or
restrictions and prohibitions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, to
have and to hold, the same in fee simple forever.


AND THE GRANTOR hereby covenants with said GRANTEE that except as above noted, the GRANTOR is lawfully
seized of said land in fee simple; that the GRANTOR has good right and lawful authority to sell and convey said land;
that the GRANTOR hereby fully warrants the title to said land and will defend the same against the lawful claims of all
persons whomsoever.

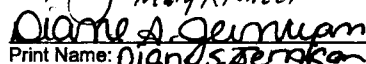
IN WITNESS WHEREOF, GRANTOR has signed and sealed these presents the date set forth above.

SIGNED IN THE PRESENCE OF THE FOLLOWING WITNESSES:

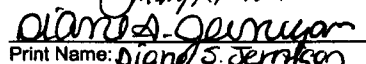

Print Name: Ivette Rivera

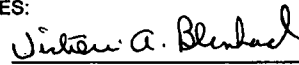

Print Name: Mary K Kheel

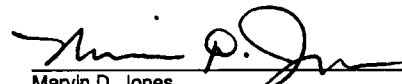

Print Name: Mary K Kheel


Print Name: Diane S Jerrison


Print Name: Mary K Kheel


Print Name: Diane S Jerrison


Victoria A. Blanchard

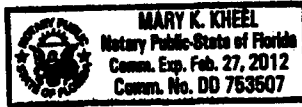

Marvin D. Jones


Randall D. Jones

NOTE; DOCUMENTARY STAMPS WERE PAID WITH THE RECORDING OF THE ORIGINAL CONTRACT FOR DEED RECORDED IN O.R. BOOK 5819, PAGE 1436 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FL.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

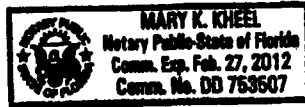
THE FOREGOING INSTRUMENT was sworn to, subscribed and acknowledged before me this 26th day of May, 2009 by Victoria A. Blanchard, who is personally known to me or who produced FL Drivers License as identification.



Mary K. Kheel
Print Name: Mary K. Kheel

STATE OF FLORIDA
COUNTY OF ESCAMBIA

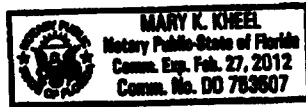
THE FOREGOING INSTRUMENT was sworn to, subscribed and acknowledged before me this 8th day of July, 2009 by Marvin D. Jones, who is personally known to me or who produced FL Drivers License as identification.



Mary K. Kheel
Print Name: Mary K. Kheel

STATE OF FLORIDA
COUNTY OF ESCAMBIA

THE FOREGOING INSTRUMENT was sworn to, subscribed and acknowledged before me this 8th day of July, 2009 by Randall D. Jones, who is personally known to me or who produced FL Drivers License as identification.



Mary K. Kheel
Print Name: Mary K. Kheel

SALES CONTRACT

1. **Purchase and Sale:** All that tract or parcel of land lying and being deeded 2611 N T Street, Pensacola Fl. Furthermore described as: The East Half OF Lot 6 and all of Lots 7,8,9 and 10, Block 70 Pinecrest Plat DB 55 P 261 or 329 P858, The Albert Hazel Land Company's Subdivision of Lot's 12 and 13 and a portion of Lot 5, section 17, Township 2 South, Range 30 West according to map record in Deed Book pg.53 at page 261 Account: 061581000 Reference 172S301400006070 Map S-096-N of the public records of Escambia County, Florida

2. **Purchase Price and Method of Payment.** The purchase price of said real property shall be \$138,000.00 dollars to be paid as follows: A down payment of \$10,000.00 the receipt of which is hereby acknowledged. The balance due at settlement to Seller is \$131,832.32 and shall be paid in monthly payments of \$1,481.79, due the first of each month consecutively with an interest rate of 8.75 per cent. A late fee of \$25.00 dollars shall be due past the 5th day of the month. An additional fee of 5% of the total rent shall be due for any rent past 15 days of the due date. The property taxes and insurance shall be the full responsibility of the Buyer and shall be paid on time without penalty each year until said loan is paid in full.

3. **Warranty of Title:** It is disclosed that said bar/property is under contract to Hazel York aka Hazel Jones as primary lien holder and as soon as said bar is free and clear from the estate of Hazel Jones/York this contract shall be recordable with Desiree Cicale as primary lien holder. At the time the Seller is primary lien holder she shall provide a Warranty of Title and agrees to convey good and marketable title to said Property by general warranty deed subject only to (A) zoning ordinance affecting said Property, (B) general utility, sewer, and drainage easements of record upon which the building(s) does not encroach, (C) subdivision easements and restrictions of record, and (D) leases, other easements other restrictions and encumbrances specified in the Agreement.

4. **Destruction of Property:** Should the property be destroyed or substantially damaged, Buyer is responsible to build, repair and replace any items, buildings, property etc and bring the property back to its original use. It is the responsibility of the Buyer to purchase insurance for said property keeping the market value at replacement status and naming the Seller, Desiree Cicale, as Primary lien holder.

5. **Conditions of Property:** This sale is As Is and from this day forward the Seller releases herself from any responsibility in connection with any aspect of mechanical, electrical or structural failure, or any liabilities from the conduct of business herewith.

6. **Agreement:** All parties agree that this documentation discloses the nature of the business transaction and the Seller agrees to transfer her beer and wine license at the time of this agreement. Any monies owed that have not been disclosed that are due because of the Buyers

RECORDED AS RECEIVED

business transaction shall be due and payable throughout the term of this lease. Any monies owed, due to the Buyers actions shall be due at the time of disclosure, such as but not limited to Department of Revenue, IRS Claims etc.

7. **Dispute or Arbitration:** All parties agree that if it becomes necessary for the Seller to foreclose due to nonpayment or if the buyer deems it necessary due to inability to fulfill financial obligation, the Seller shall agree not to proceed with judgments issued if a quit claim deed is issued in return and the property is in its original condition without harm, such as toxic waste, fire etc. In the event an Attorney is needed due to a failure of responsibility to cooperate and adhere to the terms and conditions set forth the Buyer shall be responsible for all attorneys fees necessary to restore said property to the Seller.


8. **Brokerage:** Both the Seller and the Buyer acknowledge that there are no real estate brokers involved in said transaction.

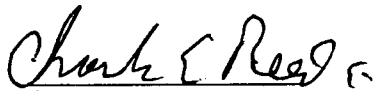
9. **Successors and Assigns:** This agreement shall inure to the benefit of and be binding upon, the parties hereto, their heirs, successors, administrators, executors and assigns.

10. **Entire Agreement:** This agreement constitutes the entire agreement between the parties hereto and no modification, representation, or inducement not included shall be binding unless an addendum is added and signed and witnessed by all parties hereto. It is noted that this contract gives the Seller full contract agreement from February 1st, 2005 and is signed and delivered June 17, 2006.

By signing this agreement we agree to the terms and conditions herein: June 17, 2006


Billie Reed (Buyer)


Desiree Cicale (Seller)


Witness:


Witness: