

**TAX COLLECTOR'S CERTIFICATION**

**Application  
Date / Number  
Jul 7, 2014 / 140625**

This is to certify that the holder listed below of Tax Sale Certificate Number **2012 / 4796.0000**, 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: 08-0628-000**

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

**Property Owner:**  
MCCARTHY DALE C & SUZANNE W  
13932 PLAYA WAY  
PENSACOLA, FLORIDA 32507

**Legal Description:**  
LT 5 BLK 28 RE S/D OF BLK B 2ND ADDN TO AERO VISTA PB 2 P 81/81A OR 6019 P 99 CA 196

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
2013	4416.0000	06/01/13	\$450.92	\$0.00	\$22.55	\$473.47
2012	4796.0000	06/01/12	\$441.55	\$0.00	\$81.32	\$522.87

**CERTIFICATES REDEEMED BY APPLICANT OR INCLUDED (COUNTY) IN CONNECTION WITH THIS APPLICATION:**

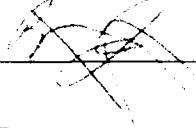
Cert. Year	Certificate Number	Date of Sale	Face Amt	T/C Fee	Interest	Total
2014	4071.0000	06/01/14	\$445.38	\$6.25	\$22.27	\$473.90

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

\$1,470.24
\$0.00
\$250.00
\$75.00
\$1,795.24
\$1,795.24
\$12.50

\*Done this 7th day of July, 2014

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

By  \_\_\_\_\_

Date of Sale: April 10 2015

\* 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:

<b>Certificate No.</b>	<b>Parcel ID Number</b>	<b>Date</b>	<b>Legal Description</b>
4796.0000	08-0628-000	06/01/2012	LT 5 BLK 28 RE S/D OF BLK B 2ND ADDN TO AERO VISTA PB 2 P 81/81A OR 6019 P 99 CA 196

**2013 TAX ROLL**

MCCARTHY DALE C & SUZANNE W  
13932 PLAYA WAY  
PENSACOLA , Florida 32507

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.: 11829

January 14, 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 01-14-1995, through 01-14-2015, and said search reveals the following:

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

Dale C. McCarthy and Suzanne W. McCarthy, husband and wife

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 14, 2015

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 11829

January 14, 2015

**Lot 5, Block 28, Re-Subdivision of Block B, 2nd Addition to Aero Vista, as per plat thereof,  
recorded in Plat Book 2, Page 81/81A, Escambia County, Florida.**

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 11829

January 14, 2015

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

1. That certain mortgage executed by Dale C. McCarthy and Suzanne W. McCarthy, husband and wife in favor of Coastal Bank & Trust formerly Bank of Pensacola dated 10/12/2006 and recorded 10/25/2006 in Official Records Book 6019, page 100 of the public records of Escambia County, Florida, in the original amount of \$115,920.00. Assignment of Rents & Leases recorded in O.R. Book 6019, page 108.
2. Taxes for the year 2011-2013 delinquent. The assessed value is \$25,187.00. Tax ID 08-0628-000.

**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.: 08-0628-000

CERTIFICATE NO.: 2012-4796

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

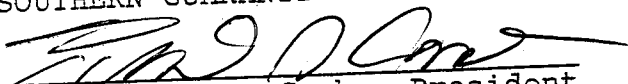
       X   Homestead for      tax year.

Dale C. McCarthy  
Suzanne W. McCarthy  
10099 Nelle Ave. Unit 302  
Pensacola, FL 32507

Coastal Bank & Trust  
formerly Bank of Pensacola  
125 W. Romana St.  
Pensacola, FL 32502

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.

10  
962.50

## Corporate Warranty Deed

This Indenture, made , October 12, 2006 A.D.

**Between**

**Lemonade of Pensacola, Inc.**, a Florida Corporation whose post office address is:  
803 Stanley Avenue, Pensacola, FL 32503 a corporation existing under the laws of  
the State of Florida, Grantor and **Dale C. McCarthy and Suzanne W. McCarthy,**  
**husband and wife** whose post office address is: 1194 Mahogany Mill Road, #1,  
Pensacola, FL 32507, Grantee,

**Witnesseth**, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00 ), to it in hand  
paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the  
following described land, situate, lying and being in the County of Escambia, State of Florida, to wit:

**LOTS 4 AND 5, BLOCK 28, OF A RE-SUBDIVISION INTO LOTS OF BLOCKS 25 THRU 36 OF  
BLOCK "B", SECOND ADDITION TO AERO VISTA, A SUBDIVISION OF A PORTION OF  
SECTIONS 50 AND 51, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA,  
ACCORDING TO PLAT RECORDED IN PLAT BOOK 2 AT PAGE 81 OF THE PUBLIC RECORDS OF  
SAID COUNTY.**

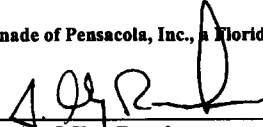
Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

Parcel Identification Number: **502S30-5012-004-028**

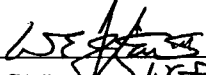

**And** the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all  
persons whomsoever.

**In Witness Whereof**, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer  
and caused its corporate seal to be affixed the day and year first above written.

**Lemonade of Pensacola, Inc., a Florida Corporation**

By:   
by: **J. Clay Roesch**  
Its: **President**

**Signed and Sealed in Our Presence:**

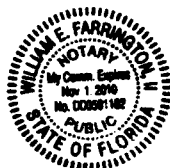
  
Witness Print Name: **William E. Farrington II**  
  
Witness Print Name: **Angela E. Bonds**

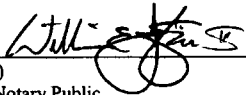
(Corporate Seal)



State of Florida  
County of Escambia

The foregoing instrument was acknowledged before me this 12th day of October, 2006, by by: J. Clay Roesch, the President of Lemonade  
of Pensacola, Inc. a Florida Corporation existing under the laws of the State of Florida, on behalf of the corporation.  
He/She is personally known to me or has produced Delicense-FE as identification.



 (Seal)  
Notary Public  
Notary Printed Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Prepared by:  
William E. Farrington, II, an employee of  
Wilson, Harrell, Farrington & Ford, P.A.,  
13020 Sorrento Road  
Pensacola, Florida 32507

File Number: 1-41824

231.84  
19.50  
406.00

1-41824  
WILSON, HARRELL, SMITH  
& FARRINGTON, P.A.  
307 SOUTH PALAFOX STREET  
PENSACOLA, FLORIDA 32502

**REAL ESTATE MORTGAGE AND SECURITY AGREEMENT**

Mortgagors (last name(s) first):

Mortgagee:

DALE C MCCARTHY

BANK OF PENSACOLA

SUZANNE W MCCARTHY

125 WEST ROMANA STREET, SUITE 400

1194 MAHOGANY MILL RD # 1

PENSACOLA, FL 32502

Mailing Address

PENSACOLA, FL 32507-3943

City State Zip

*This instrument was prepared by:*

BANK OF PENSACOLA

125 WEST ROMANA STREET, SUITE 400

PENSACOLA, FL 32502

**Know All Men By These Presents: That whereas** DALE C MCCARTHY  
SUZANNE W MCCARTHY, husband and wife

(whether one or more, hereinafter called the "Borrower") have become justly indebted  
to BANK OF PENSACOLA with offices in PENSACOLA  
Florida, (together with its successors and assigns, hereinaftcalled "Mortgagee") in the sum of  
\*\*ONE HUNDRED FIFTEEN THOUSAND NINE HUNDRED TWENTY\*\* \*\*DOLLARS AND ZERO CENTS\*\* Dollars (\$ 115,920.00 )  
together with interest thereon, as evidenced by a promissory note or notes of even date  
herewith. (If the maturity date of the note or notes is 20 years or longer, indicate the latest  
maturity date here: \_\_\_\_\_).

This conveyance is intended to be and is a real property Mortgage and a "Security Agreement" governed by the laws of the State of Florida concerning mortgages and the Uniform Commercial Code as adopted in Florida, and is intended to secure the payment of the following (the "Secured Indebtedness"):

A. The existing indebtedness represented by that certain promissory note of even date herewith for the sum of ONE HUNDRED FIFTEEN THOUSAND NINE HUNDRED TWENTY DOLLARS & NO/100 DOLLARS (\$ 115,920.00 ) made by mortgagor payable to the order of Mortgagee with interest from date until paid at the rate therein specified, the said principal and interest payable in the manner and upon the terms, provisions and conditions set forth in the Note, together with any and all renewals, extensions, modifications, consolidations and extensions thereof;

B. Such future or additional advances as may be made by Mortgagee at the option of Mortgagee to the Mortgagor; provided that, notwithstanding the foregoing, the total of all amounts secured hereby shall not exceed at any one time the sum of TWO HUNDRED THIRTY ONE THOUSAND EIGHT HUNDRED FORTY & NO/100 DOLLARS (\$ 231,840.00 ); and provided, further, that all such advances, notes, claims, demands or liabilities and obligations secured hereby be incurred or arise or come into existence either on or prior to the date of this Mortgage, or on or before twenty (20) years after the date of this Mortgage or within sucher lesser period of time as may hereafter be provided by law as a prerequisite for the sufficiency of actual notice or record notice of such advances, notes, claims, demands or liabilities and obligations as against the rights of creditors or subsequent purchasers for a valuable consideration. The Mortgagor hereby waives, on behalf of himself/herself and his/her successors and assigns, the right to file for record a notice limiting the maximum principal amount which may be secured by this Mortgage as provided for in Florida Statute 697.04(1)(b).



NOW, THEREFORE, in consideration of the premises, and in order to secure the payment of said indebtedness and any renewals or extensions thereof and the interest thereon, and all other indebtedness (including future advances) now or hereafter owed by any of the above-named Borrowers to Mortgagee, whether such indebtedness is primary or secondary, direct or indirect, contingent or absolute, matured or unmatured, joint or several, and otherwise secured or not, and to secure compliance with all the covenants and stipulations hereinafter contained, the undersigned DALE C MCCARTHY

SUZANNE W MCCARTHY

(whether one or more, hereinafter called "Mortgagors") do hereby assign, grant, bargain, sell and convey unto Mortgagee the following described real property situated in ESCAMBLA County, State of Florida, viz:

See Attached

together with all rents and other revenues thereof and all rights (including riparian rights), privileges, easements, tenements, interests, improvements and appurtenances thereunto belonging or in anywise appertaining, including any after-acquired title and easements and all rights, title and interest now or hereafter owned by Mortgagors in and to all buildings and improvements, storm and screen windows and doors, gas, steam, electric, solar and other heating, lighting, ventilating, air-conditioning, refrigerating and cooking apparatus, elevators, plumbing, sprinkling, smoke, fire, and intrusion detection devices, and other equipment and fixtures now or hereafter attached or appertaining to said premises, all of which shall be deemed to be real property and conveyed by this mortgage, and all of which real property, equipment and fixtures are sometimes hereinafter called the "mortgaged property."

To Have And To Hold the same and every part thereof unto Mortgagee, its successors and assigns forever.

And for the consideration aforesaid, and as additional security for all of the indebtedness described above (including future advances), Mortgagors hereby assign and transfer to Mortgagee, and grant to Mortgagee a security interest in, all building materials, household appliances, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by Mortgagors, or any of them, located, whether permanently or temporarily, on the mortgaged property, and all building materials, household appliances, equipment, fixtures and fittings now owned or hereafter acquired by Mortgagors, or any of them, located or stored on any other real property, which are or shall be purchased by Mortgagors, or any of them, for the purpose, or with the intention, of making improvements on the mortgaged property or to the premises located on said property. The personal property herein transferred includes limitation, all lumber, bricks, building stones, building blocks, sand, cement roofing, materials, paint, doors, windows, storm doors, storm windows, nails, wires and wiring, hardware, plumbing and plumbing fixtures, heating and air conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, and in general all building materials, equipment and appliances of every kind and character used or useful in connection with improvements to real property.


For the purpose of further securing the payment of said indebtedness Mortgagors warrant covenant and agree with Mortgagee, its successors and assigns, as follows:

1. That they are lawfully seized in fee and possessed of the mortgaged property and have a good right to convey the same as aforesaid, and they will warrant and forever defend the title against the lawful claims of all persons whomsoever, and that the mortgaged property is free and clear of all encumbrances, easements and restrictions not herein specifically mentioned.

2. That they will pay when due all taxes, assessments, or other liens or mortgages taking priority over this mortgage, and should default be made in the payment of the same, or any part thereof, Mortgagee may pay the same (but Mortgagee is not obligated to do so). If the mortgaged property or any part thereof is a unit in a condominium or a planned unit development, Mortgagors shall perform all of Mortgagors' obligations under the declaration or covenants creating or covering the condominium or planned unit development, the bylaws and regulations of the condominium or planned unit development, and constituent documents. Should Mortgagors default in any of such obligations, Mortgagee may perform Mortgagors' obligations (but Mortgagee is not obligated to do so).

(Mark if applicable) This is a construction mortgage that secures an obligation incurred for the construction of an improvement on land (and may include the acquisition cost of the land).

In Witness Whereof, each of the undersigned has hereunto set his or her signature and seal, or has caused this instrument to be executed by its officer(s), partner(s), member(s), or agent(s) thereunto duly authorized, this 12TH day of OCTOBER, 2006.

  
\_\_\_\_\_

Wendy White  
[Type or Print Name of Witness]

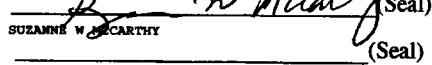
  
\_\_\_\_\_

WENDY WHITE

[Type or Print Name of Witness]

  
\_\_\_\_\_ (Seal)

DALE C. MCCARTHY (Seal)

  
\_\_\_\_\_ (Seal)

SUZANNE W. MCCARTHY (Seal)

\_\_\_\_\_ (Seal)

ATTEST: \_\_\_\_\_

Its \_\_\_\_\_  
(Corporate Seal)

By \_\_\_\_\_

Its \_\_\_\_\_

**Exhibit "A"**

LOTS 4 AND 5, BLOCK 28, OF A RE-SUBDIVISION INTO LOTS OF BLOCKS 25 THRU 36 OF BLOCK "B", SECOND ADDITION TO AERO VISTA, A SUBDIVISION OF A PORTION OF SECTIONS 50 AND 51, TOWNSHIP 2 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT RECORDED IN PLAT BOOK 2 AT PAGE 81 OF THE PUBLIC RECORDS OF SAID COUNTY.