

DR-512  
R.05/88

Application Number: 140222

## 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>
4938.0000	08-1553-000	06/01/2012	LT 3 3RD ADDN TO HOLMES ESTATE PB 3 P 11 OR 6733 P 1055 CA 221

### **2013 TAX ROLL**

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.

MTAGCaz (Flor Anne Militar)  
Applicant's Signature

04/25/2014  
Date

**NOTICE TO TAX COLLECTOR OF APPLICATION FOR TAX DEED**

To: Tax Collector of Escambia County Tax Collector County : Janet Holley

In accordance with the Florida Statutes, I,

US BANK AS CUST FOR CAZ CREEK

PO BOX 645132

LOCKBOX # 005132

CINCINNATI OH 45264

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

Certificate No.	Property No.	Date	Legal Description
2012/ 4938.000	08-1553-000	06/01/2012	LT 3 3RD ADDN TO HOLMES ESTATE PB 3 P 11 OR 6733 P 1055 CA 221

I agree to pay all delinquent taxes, redeem all outstanding tax 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 tax collector's fees, ownership and encumbrance report 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.

April 25, 2014

Applicant's Signature

Date

## TAX COLLECTOR'S CERTIFICATION

This is to certify that the holder listed below of Tax Sale Certificate Number 2012/ 4938.000, 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:  
08-1553-000

**Cert** US BANK AS CUST FOR CAZ CREEK  
**Holder** PO BOX 645132  
LOCKBOX # 005132  
CINCINNATI OH 45264

**Property** SWINEHART MICHAEL T &  
**Owner** SWINEHART BARBARA  
6 MANOR DR  
PENSACOLA FL 32507

LT 3  
3RD ADDN TO HOLMES ESTATE  
PB 3 P 11  
OR 6733 P 1055  
CA 221

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/ 4938.000	06/01/2012	993.54	0.00	49.68	1,043.22

## 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/ 4542.000	06/01/2013	585.04	6.25	29.25	620.54

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or included (County) 1,663.76
2. Total of Delinquent Taxes Paid by Tax Deed Applicant
3. Total of Current Taxes Paid by Tax Deed Applicant .{2013} 537.95
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 2,526.71
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. 28,694.00
15. Total of Lines 12 thru 14 (Statutory Opening Bid)
16. Redemption Fee 6.25
17. Total Amount to Redeem

\* Done this the 06th day of May, 2014

TAX COLLECTOR OF Escambia County Tax Collector County

Date of Sale: December 1, 2014

By Glenn Mahuron

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



# Chris Jones

## Escambia County Property Appraiser

[Real Estate Search](#)
[Tangible Property Search](#)
[Sale List](#)
[Amendment 1/Portability Calculations](#)
[Back](#)
[Navigate Mode](#) [Account](#) [Reference](#)
[Printer Friendly Version](#)

### General Information

**Reference:** 502S306032000003  
**Account:** 081553000  
**Owners:** SWINEHART MICHAEL T &  
 SWINEHART BARBARA  
**Mail:** 6 MANOR DR  
 PENSACOLA, FL 32507  
**Situs:** 6 MANOR DR 32507  
**Use Code:** SINGLE FAMILY RESID   
**Taxing Authority:** COUNTY MSTU  
**Tax Inquiry:** [Open Tax Inquiry Window](#)

Tax Inquiry link courtesy of Janet Holley  
 Escambia County Tax Collector

### 2014 Certified Roll Assessment

**Improvements:** \$64,577  
**Land:** \$27,573  
**Total:** \$92,150  
[Save Our Homes:](#) \$58,248

[Disclaimer](#)
[Amendment 1/Portability Calculations](#)

### Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
05/31/2011	6733	1055	\$105,000	WD	<a href="#">View Instr</a>
05/1999	4413	147	\$75,000	WD	<a href="#">View Instr</a>
09/1986	2530	725	\$68,000	WD	<a href="#">View Instr</a>
06/1983	1780	245	\$86,900	WD	<a href="#">View Instr</a>
02/1981	1517	220	\$6,500	WD	<a href="#">View Instr</a>

Official Records Inquiry courtesy of Pam Childers  
 Escambia County Clerk of the Circuit Court and  
 Comptroller

### 2014 Certified Roll Exemptions

HOMESTEAD EXEMPTION

### Legal Description

LT 3 3RD ADDN TO HOLMES ESTATE PB 3 P 11 OR  
 6733 P 1055...

### Extra Features

None

### Parcel Information

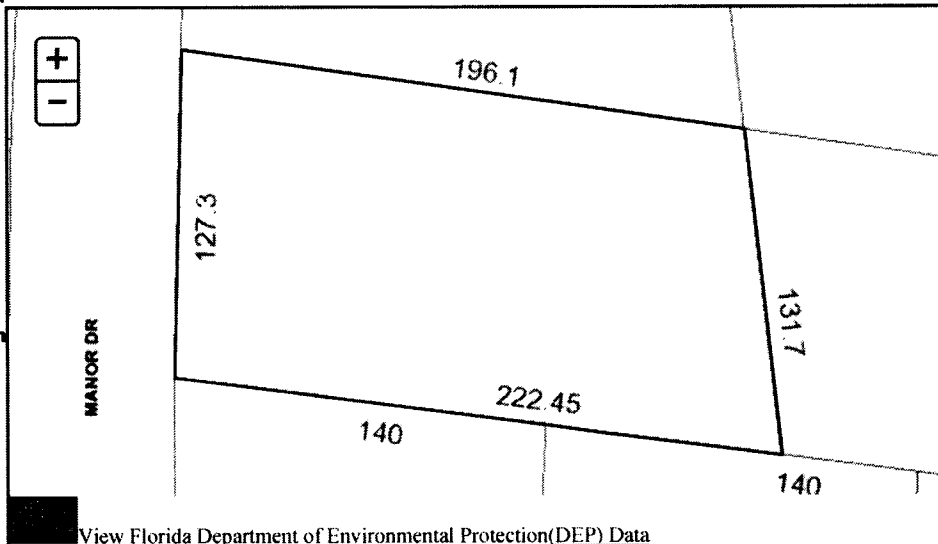
[Launch Interactive Map](#)

**Section**  
**Map Id:**  
 CA221

**Approx. Acreage:**  
 0.6800

**Zoned:**   
 R-1

**Evacuation & Flood Information**  
[Open Report](#)



[View Florida Department of Environmental Protection\(DEP\) Data](#)

### Buildings

Building 1 - Address: 6 MANOR DR, Year Built: 1952, Effective Year: 1962

### Structural Elements

**DECOR/MILLWORK-AVERAGE**  
**DWELLING UNITS-1.00**  
**EXTERIOR WALL-BRICK-FACE**

D. Mortgagor hereby agrees Mortgagor shall be fully liable for all costs and expenses related to the use, storage, and disposal of hazardous material kept or permitted on the demised premises by Mortgagor, and Mortgagor shall give immediate notice to Mortgagee of any violation or potential violation of the foregoing provisions. Mortgagor shall defend, indemnify and hold harmless Mortgagee and its agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses (including, without limitation, attorney and consultant fees, court costs, and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to (1) the presence, disposal, release, or threatened release of any hazardous material that is on, from, or affecting the soil, water, vegetation, buildings, personal property, persons, animals, or otherwise; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to any such hazardous material; (3) any lawsuit brought or threatened, settlement reached, or government order relating to any such hazardous material; or (4) any violation of any laws applicable thereto.

E. The failure of the Mortgagor to comply fully with all requirements in subparagraphs A through D, inclusive, shall constitute a default under this Mortgage and under the note or other obligations secured thereby.

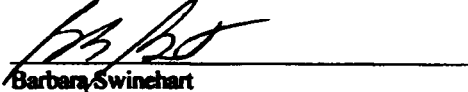
IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be executed on February \_\_\_\_\_, 2012, with an effective date of May 31, 2011.

*Signed, sealed and delivered  
in the presence of:*

\_\_\_\_\_  
Typed Name: \_\_\_\_\_

\_\_\_\_\_  
Typed Name: \_\_\_\_\_

  
Michael T. Swinchart

  
Barbara Swinchart

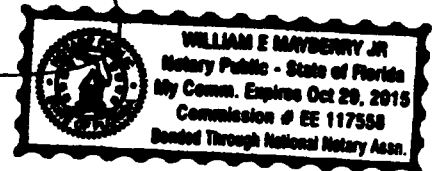
**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

The foregoing instrument was acknowledged before me this 19 day of March, 2012 by Michael T. Swinchart and Barbara Swinchart, ( ) who are personally known to me or (X) who have produced a Florida Drivers License as identification.

\_\_\_\_\_  
NOTARY PUBLIC - STATE OF FLORIDA

Typed Name:

My Commission Expires:



does hereby warrant title to said property and every part thereof, and will defend the same against the lawful claims of all persons whomsoever.

This conveyance is intended to be and is a mortgage to secure the payment of the following:

(a) That certain promissory note from Mortgagor to Mortgagee with an effective date of May 31, 2011, in the principal amount of Fifty Thousand and No/100 Dollars (\$50,000.00) payable at the interest rate and on the terms specified in said promissory note ("Note"). This Mortgage also secures all renewals, extensions, modifications and consolidations of said note.

(b) Such future or additional advances that may be made by Mortgagee at its option to the Mortgagor, or the successor in title to Mortgagor, for any purpose, provided that all such advances are to be made within twenty (20) years from the date of this mortgage or within such lesser period of time as may be hereafter provided by law as a prerequisite for the sufficiency of actual notice or record notice of such optional future or additional advances as against the rights of creditors or subsequent purchasers for a valuable consideration, although there may be no advance made at the time of the execution of this Mortgage and although there may be no indebtedness outstanding at the time any advance is made. It is intended that the lien of this mortgage shall be valid as to all such indebtedness and future advances from the time this mortgage is filed for record ("Additional Advance Agreement"). The total amount of indebtedness that may be secured by this Mortgage may decrease or increase from time to time, provided, however, that the total unpaid balance secured at any time shall not exceed a maximum principal amount equal to double the amount of said Note plus interest thereon, and any disbursements made by the Mortgagee for the payment of taxes, levies or insurance on the property covered by this Mortgage, together with interest thereon, plus reasonable attorney's fees and court costs incurred in the collection of any or all of said sums of money. To the extent that this Mortgage may secure more than one note, a default in the payment of one note shall constitute a default in the payment of all other notes. However, this provision as to future advances shall not be construed to obligate Mortgagee to make any additional advances or loans.

(c) Any and all other notes, liabilities, and obligations of Mortgagor to Mortgagee, whether such notes, liabilities and obligations be now in existence or accrue or arise hereafter, or be now owned or held by Mortgagee or be acquired hereafter, whether or not related to the real estate herein described and whether or not otherwise secured, provided that the total amount of indebtedness secured by this Mortgage may decrease or increase from time to time but the total balance so secured at any one time shall not exceed the maximum principal amounts specified in the preceding subparagraph, plus interest thereon, and any disbursements made for the payment of taxes, levies, or insurance on the property covered by the lien of this Mortgage, with interest on such disbursements, and provided further that all such notes, liabilities and obligations secured hereby be incurred or arise or come into existence either on or prior to the date of this Mortgage, or within the period of time specified in the preceding subparagraph. And it is expressly understood and agreed that Mortgagee in its dealings in the future with any such notes, liabilities, and obligations of the Mortgagor, or one or more of them, intends to rely upon, and will rely upon, the provisions of this subparagraph.

**AND MORTGAGOR FURTHER COVENANTS AND AGREES AS FOLLOWS:**

1. To pay all and singular the principal and interest, and other sums of money payable by virtue of all indebtedness described above, by virtue of any instrument or instruments evidencing one or more future or additional advances to be made under this Mortgage, and by virtue of any provision contained in this Mortgage, promptly on the days that the same respectively become due.

2. To keep perfect and unimpaired the security hereby given and to permit, commit or suffer no

PREPARED BY AND RETURN TO:  
CHARLES L. HOFFMAN, JR., OF  
SHELL, FLEMING, DAVIS & MENGE, P.A.  
226 PALAFOX PLACE  
SEVILLE TOWER - NINTH FLOOR  
PENSACOLA, FLORIDA 32502  
SFD&M FILE NO.: H1469.25951

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

**MORTGAGE**

**THIS MORTGAGE**, dated with an effective date of May 31, 2011, from Michael T. and Barbara Swinchart (hereinafter called "MORTGAGOR"), (but which term shall include the plural as well as the singular whenever the context so permits or requires) to VERNE R. KENNEDY (hereinafter called "MORTGAGEE"),

**WITNESSETH:**

Mortgagor, for and in consideration of the principal sum set forth in the promissory note hereafter mentioned, the receipt of which is hereby acknowledged, and other good and valuable considerations, does hereby bargain, sell, convey, and grant unto Mortgagee, its successors and assigns, forever the following described parcel of real property in Escambia County, Florida, to-wit:

Lot 3, Third Addition to Holmes Estate, 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 3, Page 11 of the Public Records of said County.

and all structures and improvements now or hereafter on said land and all fixtures attached thereto and all rents, issues, proceeds, and property accruing therefrom, and all gas, steam, electric, water and other heating, cooling, cooking, refrigerating, lighting, plumbing, ventilating, irrigating, and power systems, machines, equipment, appliances, fixtures and appurtenances which now or hereafter may pertain to or be used with, in or on said premises, even though they may be detached or detachable. Together with all building materials and equipment of every character and description, all lighting, heating, and plumbing fixtures of every character and description, and all other property and things now owned or hereafter acquired, used, or useful in connection with the construction of the buildings and improvements erected or to be erected on the above-described real estate, wherever the same may be located, whether on or adjacent to said real estate, in storage, or otherwise.

**TO HAVE AND TO HOLD** the same, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining to Mortgagee, the successors and assigns of Mortgagee, in fee simple forever.

**AND** Mortgagor, for Mortgagor and the heirs and legal representatives of Mortgagor, covenants with Mortgagee, and the successors and assigns of Mortgagee, that Mortgagor is indefeasibly seized of said property in fee simple; that Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for Mortgagee, its successors and assigns, at all times peaceably and quietly to enter upon, hold, occupy, and enjoy said property and every part thereof; and the said property and every part thereof is free from all encumbrances of every kind and character except as is heretofore or hereafter indicated; and that the Mortgagor will make such further assurances to perfect the fee simple title to said land in Mortgagee, the successors and assigns of Mortgagee, as may reasonably be required; and that Mortgagor

THIS INSTRUMENT PREPARED BY AND RETURN TO:

SURETY LAND TITLE OF FLORIDA, LLC  
358 WEST NINE MILE ROAD SUITE D  
PENSACOLA, FLORIDA 32534  
Property Appraisers Parcel Identification (Folio) Number: 502S30-6032-000-803  
Incidental to the issuance of a title insurance policy

## WARRANTY DEED

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 31st day of May, 2011 by ADAM B. GEIGER and JENNIFER GEIGER, HUSBAND AND WIFE and , whose post office address is 12680 Lillian Highway, Pensacola, FL 32506 herein called the grantors, to MICHAEL T. SWINEHART and BARBARA SWINEHART, HUSBAND AND WIFE whose post office address is 6 Manor Drive, Pensacola, FL 32507, hereinafter called the Grantees:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the grantors, for and in consideration of the sum of TEN AND 00/100'S (\$10.00) Dollars 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, State of Florida, viz.:

Lot 3, Third Addition to Holmes Estate, 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 3, Page 11, of the Public Records of said County.

Subject to easements, restrictions and reservations of record and taxes for the year 2010 and thereafter.

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 grantors hereby covenant with said grantees that the grantors are lawfully seized of said land in fee simple; that the grantors have good right and lawful authority to sell and convey said land, and hereby warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2011.

IN WITNESS WHEREOF, the said grantors have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

ADAM B. GEIGER

JENNIFER GEIGER

STATE OF FLORIDA  
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 31st day of May, 2011 by ADAM B. GEIGER and JENNIFER GEIGER, HUSBAND AND WIFE, who are personally known to me or have produced A CURRENT DRIVER LICENSE as identification.

SEAL

JOANNE GUNN  
NOTARY PUBLIC  
COMMISSION # EE 58539  
EXPIRES 1-25-15  
STATE OF FLORIDA

Notary Public

Printed Notary Name

My Commission Expires:



# SOUTHERN GUARANTY TITLE COMPANY

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

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

Email: rcsgr@aol.com

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

## CERTIFICATION: TITLE SEARCH FOR TDA

TAX DEED SALE DATE: 12-1-2014

TAX ACCOUNT NO.: 08-1553-000

CERTIFICATE NO.: 2012-4938

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 2013 tax year.

Michael T. Swinehart  
Barbara Swinehart  
6 Manor Dr.  
Pensacola, FL 32507

Verne R. Kennedy  
339 Deer Point Dr.  
Gulf Breeze, FL 32561

Certified and delivered to Escambia County Tax Collector,  
this 10th day of September, 2014.

SOUTHERN GUARANTY TITLE COMPANY

  
by: Richard S. Combs, President

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

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 11487

September 4, 2014

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

1. That certain mortgage executed by Michael T. Swinehart and Barbara Swinehart, husband and wife in favor of Verne R. Kennedy dated 05/31/2011 and recorded 03/26/2012 in Official Records Book 6835, page 1518 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 \$92,150.00. Tax ID 08-1553-000.

PLEASE NOTE THE FOLLOWING:

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

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 11487

September 4, 2014

**Lot 3, Block , Third Addition to Holmes Estate, as per plat thereof, recorded in Plat Book 3, Page 11, 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

14-889

**OWNERSHIP AND ENCUMBRANCE REPORT**

File No.: 11487

September 4, 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 09-04-1994, through 09-04-2014, and said search reveals the following:

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

Michael T. Swinehart and Barbara Swinehart, 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: 

September 4, 2014