

## 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>
5351.0000	09-0504-000	06/01/2012	S 150 FT OF N 1050 FT OF W 150 FT OF SE1/4 BLK 7 PLAT DB 67 P 345 OR 4231 P 817

**2013 TAX ROLL**

MCARTHUR RICHARD C & MICHELLE S  
8631 REDWING DR  
PENSACOLA, Florida 32534

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/ 5351.000	09-0504-000	06/01/2012	S 150 FT OF N 1050 FT OF W 150 FT OF SE1/4 BLK 7 PLAT DB 67 P 345 OR 4231 P 817

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/ 5351.000, 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:  
09-0504-000

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

**Property** MCARTHUR RICHARD C & MICHELLE  
**Owner** S  
8631 REDWING DR  
PENSACOLA FL 32534

S 150 FT OF N 1050 FT OF  
W 150 FT OF SE1/4 BLK 7  
PLAT DB 67 P 345  
OR 4231 P 817

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/ 5351.000	06/01/2012	926.02	0.00	46.30	972.32

## 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/ 4881.000	06/01/2013	879.33	6.25	43.97	929.55

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or included (County) 1,901.87
2. Total of Delinquent Taxes Paid by Tax Deed Applicant
3. Total of Current Taxes Paid by Tax Deed Applicant .{2013} 801.22
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 3,028.09
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. 41,515.00
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

Date of Sale: December 1, 2014 TAX COLLECTOR OF Escambia County Tax Collector County

By [Signature]



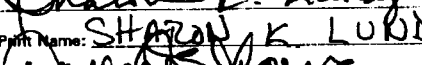
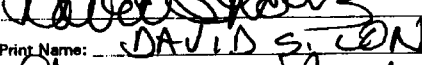
\* This certification must be surrendered to the Clerk of the Circuit Court no later than ten (10) days after this date.

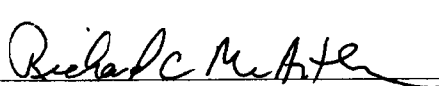
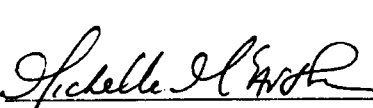
11. LAW THAT GOVERNS THIS MORTGAGE

The law that applies in the place that the Property is located will govern this Mortgage. The law of the State of Florida will govern the Agreement. If any term of this Mortgage or of the Agreement conflicts with the law, all other terms of this Mortgage and of the Agreement will still remain in effect if they can be given effect without the conflicting term. This means that any terms of this Mortgage and of the Agreement which conflict with the law can be separated from the remaining terms, and the remaining terms will still be enforced.

By signing this Mortgage I agree to all of the above.

WITNESSES:

  
Print Name: DAVID S. LONG  
  
Print Name: SHARON K. LUNDY  
  
Print Name: DAVID S. LONG  
  
Print Name: SHARON K. LUNDY

  
Print Name: RICHARD C. MCARTHUR  
  
Print Name: MICHELLE S. MCARTHUR

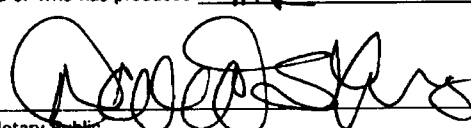
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Florida  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of January, 1999 by Richard C. McArthur, who is personally known to me or who has produced MT as identification.



[NOTARIAL SEAL]

  
Notary Public  
Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Serial No. \_\_\_\_\_

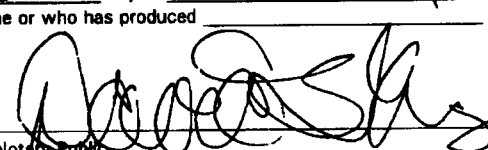
INDIVIDUAL ACKNOWLEDGEMENT

STATE OF Florida  
COUNTY OF Escambia

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of January, 1999 by Michelle S. McArthur, who is personally known to me or who has produced FL a.i. as identification.



[NOTARIAL SEAL]

  
Notary Public  
Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_  
Serial No. \_\_\_\_\_

RCD Feb 02, 1999 03:27 pm  
Escambia County, Florida

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 99-575991

**4. BORROWER'S OBLIGATION TO OBTAIN AND TO KEEP HAZARD INSURANCE ON THE PROPERTY**

**(A) Generally**

I will obtain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies, and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender. Lender may not require me to obtain an amount of coverage that is more than the value of all buildings and other improvements on the Property. I may choose the insurance company, but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. All of the insurance policies and renewals of those policies must include what is known as a "standard mortgagee clause" to protect Lender. The form of all policies and the form of all renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals.

I will pay the premiums on the insurance policies by paying the insurance company directly when the premium payments are due. If Lender requires, I will promptly give Lender all receipts of paid premiums and all renewal notices that I receive. If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company is called "proceeds". The proceeds will be used to reduce the amount that I owe to Lender under the Agreement and this Mortgage, unless Lender and I have agreed to use the proceeds for repairs, restoration or otherwise.

The Lender has the authority to settle any claim for insurance benefits and to collect the proceeds. Lender then may use the proceeds to reduce the amount that I owe to Lender under the Agreement and under this Mortgage or to repair or restore the Property as Lender may see fit.

If any proceeds are used to reduce the amount that I owe to Lender under the Agreement, that use will not delay the due date or change the amount of any of my monthly payments under the Agreement and this Mortgage. However, Lender and I may agree in writing to those delays or changes.

If Lender acquires the Property by purchase at foreclosure sale, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender will belong to Lender. However, Lender's rights in those proceeds will not be greater than the amount that I owe to Lender under the Agreement and under this Mortgage.

**(B) Agreements that Apply to Condominiums**

(i) If the Property includes a unit in a Condominium Project, the Owners Association may maintain a hazard insurance policy which covers the entire Condominium Project. That policy will be called the "master policy". So long as the master policy remains in effect and meets the requirements stated in this Paragraph 4: (a) my obligation to obtain and to keep hazard insurance on the Property is satisfied; and (b) if there is a conflict, concerning the use of proceeds, between (1) the terms of this Paragraph 4, and (2) the law or the terms of the declaration, by-laws, regulations or other documents creating or governing the Condominium Project, then that law or the terms of those documents will govern the use of proceeds. I will promptly give Lender notice if the master policy is interrupted or terminated. During any time that the master policy is not in effect, the terms of (a) and (b) of this subparagraph 4(B)(i) will not apply.

(ii) If the Property includes a unit in a Condominium Project, it is possible that proceeds will be paid to me instead of being used to repair or to restore the Property. I give Lender my rights to those proceeds. All of the proceeds described in this subparagraph 4(B)(ii) will be paid to Lender and will be used to reduce the amount that I owe to Lender under the Agreement and under this Mortgage. If any of those proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me.

**5. BORROWER'S OBLIGATION TO MAINTAIN THE PROPERTY AND TO FULFILL OBLIGATIONS IN LEASE, AND AGREEMENTS ABOUT CONDOMINIUMS**

**(A) Agreements about Maintaining the Property and Keeping Promises in Lease**

I will keep the Property in good repair. I will not destroy or substantially change the Property, and I will not allow the Property to deteriorate. If I do not own but am a tenant on the Property, I will fulfill my obligations under my lease.

**(B) Agreements that Apply to Condominiums**

If the Property is a unit in a Condominium Project, I will fulfill all of my obligations under the declaration, by-laws, regulations and other documents that create or govern the Condominium Project. Also, I will not divide the Property into smaller parts that may be owned separately (known as "partition or subdivision"). I will not consent to certain actions unless I have first given Lender notice and obtained Lender's consent in writing. Those actions are:

(a) The abandonment or termination of the Condominium Project unless the abandonment or termination is required by law;  
(b) Any significant change to the declaration, by-laws or regulations of the Owners Association, trust agreement, articles of incorporation, or other documents that create or govern the Condominium Project, including, for example, a change in the percentage of ownership rights held by unit owners in the Condominium Project; and

(c) A decision by the Owners Association to terminate professional management and to begin self-management of the Condominium project.

**6. LENDER'S RIGHT TO TAKE ACTION TO PROTECT THE PROPERTY**

If: (A) I do not keep my promises and agreements made in this Mortgage, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, a legal proceeding in bankruptcy, in probate, for condemnation, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the Property and Lender's rights in the Property. Lender's actions under this Paragraph 6 may include, for example, obtaining insurance on the Property, appearing in court, paying reasonable attorney's fees, and entering on the Property to make repairs.

I will pay to Lender any amounts, with interest at the same rate stated in the Agreement, which Lender spends under this Paragraph 6. This Mortgage will protect Lender in case I do not keep this promise to pay those amounts, with interest. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and I may agree in writing to terms of payment that are different from those in this paragraph.

Although Lender may take action under this Paragraph 6, Lender does not have to do so.

**7. LENDER'S RIGHTS IF BORROWER TRANSFERS THE PROPERTY**

If I sell or transfer all or part of the Property or any rights in the Property, Lender will require Immediate Payment in Full.

**8. CONTINUATION OF BORROWER'S OBLIGATIONS**

My obligations under this Mortgage are binding upon me, upon my heirs and legal representatives in the event of my death, and upon anyone who obtains my rights in the Property.

Lender may allow a person who takes over my rights and obligations to delay or to change the amount of the monthly payments of principal and interest due under the Agreement or under this Mortgage. Even if Lender does this, however, that person and I will both still be fully obligated under the Agreement and under this Mortgage unless Lender specifically releases me in writing from my obligations. Lender may allow those delays or changes for a person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a person for not fulfilling obligations under the Agreement or under this Mortgage, even if Lender is requested to do so.

**9. CONTINUATION OF LENDER'S RIGHTS**

Even if Lender does not exercise or enforce any right of Lender under the Agreement, this Mortgage or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will still have the right to demand that I make Immediate Payment in Full of the amount that I owe to Lender under the Agreement and under this Mortgage.

**10. LENDER'S ABILITY TO ENFORCE MORE THAN ONE OF LENDER'S RIGHTS; OBLIGATIONS OF BORROWER; AGREEMENTS CONCERNING CAPTIONS**

Each of Lender's rights under this Mortgage is separate. Lender may exercise and enforce one or more of those rights, as well as any of Lender's other rights under the law, one at a time or all at once.

If more than one person signs this Mortgage as Borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Mortgage. Lender may enforce Lender's rights under this Mortgage against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under the Agreement and under this Mortgage. However, if one of us does not sign the Agreement, then: (A) that person is signing this Mortgage only to give that person's rights in the Property to Lender under the terms of this Mortgage; and (B) that person is not personally obligated to make payments or to act under the Agreement or under this Mortgage.

The captions and titles of this Mortgage are for convenience only. They may not be used to interpret or to define the terms of this Mortgage.

**DESCRIPTION OF THE PROPERTY**

The Property is described in (A) through (J) below:

(A) The property which is located at 8631 REDWING DRIVE PENSACOLA, FL. 32534  
ADDRESS

This property is in ESCAMBIA County in the State of Florida. It has the following legal description:

**THE SOUTH 150 FEET OF THE NORTH 1050 FEET OF THE WEST 150 FEET OF THE SOUTH QUARTER  
OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.**

(If the property is a condominium, the following must be completed:) This property is part of a condominium project known as N/A  
(called the "Condominium Project"). This property includes my unit and all of my rights in the common elements of the Condominium Project:

- (B) All buildings and other improvements that are located on the property described in paragraph (A) of this section;
- (C) All rights in other property that I have as owner of the property described in paragraph (A) of this section. These rights are known as "easements, rights and appurtenances attached to the property";
- (D) All rents or royalties from the property described in paragraphs (A) and (B) of this section;
- (E) All mineral, oil and gas rights and profits, water rights and water stock that are part of the property described in paragraph (A) of this section;
- (F) All rights that I have in the land which lies in the streets or roads in front of, or next to, the property described in paragraph (A) of this section;
- (G) All fixtures that are now or in the future will be on the property described in paragraphs (A) and (B) of this section, and all replacements of and additions to those fixtures, except for those fixtures, replacements or additions that under the law are "consumer goods" and that I acquire more than twenty (20) days after the date of the Agreement;
- (H) All of the rights and property described in paragraphs (A) through (F) of this section that I acquire in the future.
- (I) All replacements of or additions to the property described in paragraphs (B) through (F) and paragraph (H) of this section; and
- (J) All judgments, awards and settlements arising because the property described in paragraphs (A) through (I) of this section has been condemned or damaged in whole or in part (including proceeds of insurance); provided, however, that any sum received by Lender will be applied to any amounts which I owe under the Agreement.

**BORROWER'S RIGHTS TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY**

I promise that except for the "exceptions" listed in the description of the Property: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender, and (C) there are no outstanding claims or charges against the Property.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

**BORROWER'S OBLIGATIONS UNDER AGREEMENT SECURED BY MORTGAGE**

I owe Lender under the terms of the Agreement, as defined in this Mortgage. My obligations under the Agreement are secured by this Mortgage, and the Agreement (which term shall include any modification, renewal, extension or alteration of the Agreement) is hereby made a part of the Mortgage to the same extent as if the provisions of the Agreement were set out in full in this Mortgage.

I promise and I agree with Lender as follows:

**1. BORROWER'S PROMISE TO PAY AMOUNTS ADVANCED UNDER THE AGREEMENT, FINANCE AND OTHER CHARGES, AND TO FULFILL OTHER PAYMENT OBLIGATIONS**

I will promptly pay to Lender when due: all amounts advanced under the Agreement, finance charges and other charges as stated in the Agreement and any amounts expended by Lender under this Mortgage.

**2. LENDER'S APPLICATION OF BORROWER'S PAYMENTS**

Unless the law requires or Lender chooses otherwise, Lender will apply each of my payments under the Agreement and under Paragraph 1 above in the following order and for the following purposes:

- (A) First to pay finance charges then due under the Agreement; and
- (B) Next, to late and other charges, if any; and
- (C) Next, to Lender's costs and expenses, if any; and
- (D) Next, to pay any Advances made under the Agreement or payments made under this Mortgage.

**3. BORROWER'S OBLIGATION TO PAY CHARGES AND ASSESSMENTS AND TO SATISFY CLAIMS AGAINST THE PROPERTY**

I will pay all taxes, assessments, and any other charges and fines that may be imposed on the Property and that may be superior to this Mortgage. I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property. I will do this by making payments, when they are due, directly to the persons entitled to them. (In this Mortgage, the word "person" means any person, organization, governmental authority, or other party.) Upon request, I will give Lender a receipt which shows that I have made these payments.

Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "lien". I will promptly pay or satisfy all liens against the Property that may be superior to this Mortgage. However, this Mortgage does not require me to satisfy a superior lien if: (a) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves the way in which I agree to pay that obligation; or (b) I, in good faith, argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced and no part of the Property must be given up.

**Condominium Assessments**

If the Property includes a unit in a Condominium Project, I will promptly pay when they are due all assessments imposed by the owners association or other organization that governs the Condominium Project. That association or organization will be called the "Owners Association".

THIS INSTRUMENT PREPARED BY

(Name) KERRI BRIDGES, AN EMPLOYEE OF COMPASS BANK

(Address) 701 South 32nd Street, Birmingham, AL 35233

MTS DOC STAMPS PD 8 EFC CO \$ 105.00  
02/02/99 ERNIE LEE, NEMMO CLEM

INTANGIBLE TAX PD 8 EFC CO \$ 60.00  
02/02/99 ERNIE LEE, NEMMO CLEM

**EQUITY LINE OF CREDIT MORTGAGE**  
**(Florida Residential Property)**

STATE OF FLORIDA )  
COUNTY OF ESCAMBIA )

NOTICE: This is a Future Advance Mortgage which secures an open-end credit plan which contains provisions allowing for changes in the Annual Percentage Rate applicable to the balance owed under the Account. Increases in the Annual Percentage Rate may result in higher minimum monthly payments and increased finance charges. Decreases in the Annual Percentage Rate may result in lower minimum monthly payments and lower finance charges.

**WORDS OFTEN USED IN THIS DOCUMENT**

- (A) "Mortgage." This document, which is dated JANUARY 26, 1999, will be called the "Mortgage."  
(B) "Borrower." RICHARD C. MCARTHUR AND WIFE, MICHELLE S. MCARTHUR  
Borrower's address is: 8631 REDWING DRIVE, PENSACOLA, FL. 32534  
(C) "Lender." Compass Bank will be called "Lender." Lender is a corporation or association which was formed and which exists under the laws of the State of Florida or the United States.  
Lender's address is: 701 South 32nd Street, Birmingham, AL 35233  
(D) "Agreement." The "Compass Equity Line of Credit Agreement and Disclosure Statement" signed by Borrower and dated Jan. 26, 1999, as it may be amended, will be called the "Agreement." The Agreement establishes an open-end credit plan (hereinafter called the "Account") which permits Borrower to borrow and repay, and reborrow and repay, amounts from Lender up to a maximum principal at any one time outstanding not exceeding the credit limit of \$ 30,000.00. All methods of obtaining credit are collectively referred to as "Advances".  
(E) "Maturity Date." All sums owing under the Agreement and this Mortgage must be paid in full by the date that is thirty-five(35) years from the date of this Mortgage (the "Maturity Date"). Unless terminated sooner in accordance with the terms of the Agreement, Lender's obligations to make Advances under the Agreement will terminate twenty (20) years from the date of this Mortgage. The Agreement permits the Borrower to repay any balance outstanding at the time of termination of the Agreement by continuing to make minimum monthly payments in accordance with the Agreement; provided, however, that all sums owing under the Agreement and this Mortgage must be paid in full by the Maturity date.  
(F) "Property." The property that is described below in the section titled "Description Of The Property" will be called the "Property".

**INTEREST RATE ADJUSTMENTS**

The Monthly Periodic Rate applicable to your Account will be the prime rate as published in the Wall Street Journal's "Money Rates" table ("Index Rate") in effect on the last business day of the previous calendar month plus 0 percentage points (the "Annual Percentage Rate") divided by 12. If multiple rates are quoted in the table, then the highest rate will be considered the Index Rate. The Monthly Periodic Rate on the date of this Mortgage is 0.6458 % and the Annual Percentage Rate shall be 7.750000 %. The Monthly Periodic Rate and the Annual Percentage Rate may vary from billing cycle to billing cycle based on increases and decreases in the Index Rate. The Annual Percentage Rate corresponding to the Monthly Periodic Rate does not include costs other than interest. The Annual Percentage Rate applicable to your Account will increase if the Index Rate in effect on the last business day of the calendar month increases from one month to the next. An increase will take effect in the current billing cycle and may result in a higher finance charge and a higher minimum payment amount. The maximum Annual Percentage Rate applicable to the Account shall be 18.0000 % and the minimum Annual Percentage Rate shall be 7.0000 %.

**PAYMENT ADJUSTMENTS**

The Agreement provides for a minimum monthly payment which will be no less than the amount of interest calculated for the past month.

**FUTURE ADVANCES**

The Account is an open-end credit plan which obligates Lender to make Advances up to the credit limit set forth above. I agree that this Mortgage will remain in effect as long as any amounts are outstanding on the Account, or the Lender has any obligation to make Advances under the Agreement. The total unpaid balance secured by this Mortgage at any one time shall not exceed the credit limit set forth above, plus interest on that amount, and any amounts which Lender spends under Paragraph 6 of this Mortgage, with interest on such amounts. Lender will not make advances under the Agreement or this Mortgage more than twenty (20) years from the date of this Mortgage.

**BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY**

I hereby mortgage and, where applicable, grant a security interest in the Property to Lender. This means that, by signing this Mortgage, I am encumbering the Property and granting lien rights in the Property to Lender, subject to the terms of this Mortgage. The Lender has those rights that the law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that might result if I fail to:

- (A) Pay all amounts that I owe Lender under the Agreement, or other evidence of indebtedness arising out of the Agreement or Account;  
(B) Pay, with interest, any amounts that Lender spends under this Mortgage to protect the Property or Lender's rights in the Property; and  
(C) Keep all of my other promises and agreements under this Mortgage and under the Agreement.

If I keep the promises and agreements listed in (A) through (C) above and Lender's obligation to make Advances under the Agreement has terminated, this Mortgage and the transfer of my rights in the Property will become void and will end. This Mortgage secures only the promises and agreements listed in (A) through (C) above even though I may have other agreements with Lender.

**LENDER'S RIGHTS IF BORROWER FAILS TO KEEP PROMISES AND AGREEMENTS**

If an Event of Default (as defined below) occurs, Lender may terminate the Account and require that I pay immediately the entire amount then remaining unpaid under the agreement and under this Mortgage. Lender may take these actions without making any further demand for payment. This requirement will be called "Immediate Payment in Full".

At the option of Lender, the occurrence of any of the following events shall constitute an "Event of Default":

- (A) Failure by you to meet the repayment terms of the Agreement;  
(B) Fraud or material misrepresentation by you in connection with the Account, application for the Account or any financial information requested under Section 15 of the Agreement; or  
(C) Any action or failure to act by you which adversely affects Lender's security for the Account or any right of Lender in such security, including, without limitation, the failure by you to maintain insurance on the Property as required by this Mortgage, or the voluntary or involuntary sale or transfer of all or part of the Property. Transfer of the Property caused by your death or condemnation shall constitute involuntary transfer under this Mortgage.

If I fail to make Immediate Payment in Full, Lender may foreclose this Mortgage in the manner provided by law, have the Property sold and use the money received from the sale of the Property to pay the following amounts:

- (1) all expenses of the sale, including advertising and selling costs and attorney's and auctioneer's fees;  
(2) all amounts that I owe Lender under the Agreement and under this Mortgage; and  
(3) any surplus, that amount remaining after paying (1) and (2), will be paid to the Borrower or as may be required by law.

If the money received from the public sale does not pay all of the expenses and amounts I owe Lender under the Agreement and this Mortgage, I will promptly pay all amounts remaining due after the sale, plus interest at the rate stated in the Agreement. The Lender may bid at the public sale, and if the Lender is the highest bidder, the Property will be purchased for credit against the balance due from Borrower.

## 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 Ordinances 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: 8631 Redwing Drive

Legal Address of Property: 8631 Redwing Drive

The County ( ☒ ) has accepted ( ☐ ) has not accepted the abutting roadway for maintenance.

This form completed by: Richard A. Carson  
11388 Co. Highway S-55  
Ackley, Iowa 50601

WITNESSES AS TO SELLER(S):

Carrie J. Butt  
Print name: Carrie J. Butt

Wayne G. Zeigler  
Print name: Wayne G. Zeigler

WITNESSES AS TO BUYER(S):

Dennis W. Hamer  
Print name: DENNIS W. HAMER

JR Rawson  
Print name: JR Rawson

Richard A. Carson  
Richard A. Carson

Clarita B. Carson  
Clarita B. Carson

Richard C. McArthur  
Richard C. McArthur

Michelle S. McArthur  
Michelle S. McArthur

This form approved by the  
Escambia County Board of  
County Commissioners  
Effective: 4/15/95

RCD Mar 10, 1998 12:03 pm  
Escambia County, Florida

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 98-464050

# This Warranty Deed

OR BK 4231 PBO817  
Escambia County, Florida  
INSTRUMENT 98-464050

DEED JCC STAMPS PD @ ESC CO \$ 584.50  
03/13/98 ERNIE LEE MAGNAN, CLERK  
Pvt. Mike Arnold

Made this 27th day of **February** A.D. 19 **98**  
by **Richard A. Carson and Clarita M. Carson,**  
husband and wife

hereinafter called the grantor, to  
**Richard C. McArthur and Michelle S.**  
**McArthur, husband and wife**

whose post office address is:  
# 425 41 6831 / 426-96-3121

**Grantees' SSN:**

hereinafter called the grantee:

(Whoever used herein the term "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 grantor, for and in consideration of the sum of \$ **10.00**  
and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alien, remises, releases, conveys and confirms unto the grantee, all that certain land situate in **Escambia**  
County, Florida, viz:

**The South 150 feet of the North 1050 feet of the West 150 feet**  
**of the Southeast Quarter of Section 12, Township 1 South, Range**  
**31 West, Escambia County, Florida.**

**SUBJECT TO Covenants, restrictions, easements of record and taxes for**  
**the current year.**

**Said property is not the homestead of the Grantor(s) under the laws**  
**and constitution of the State of Florida in that neither Grantor(s)**  
**or any members of the household of Grantor(s) reside thereon.**

**Parcel Identification Number: 12-18-31-1100-010-007**

**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 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; and that said land is  
free of all encumbrances except taxes accruing subsequent to December 31, 19 97

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above  
written.

*Signed, sealed and delivered in our presence:*

1st Witness sign: Carrie J. Butt  
Print Name: Carrie J. Butt

PRINT: Carrie J. Butt

2nd Witness sign: Wayne G. Zeigler  
Print Name: Wayne G. Zeigler

PRINT: Wayne G. Zeigler

Richard A. Carson LS  
Richard A. Carson

Clarita M. Carson LS  
Clarita M. Carson

11388 Co. Highway 8-55 LS  
Akley, Iowa 50801

NAME & ADDRESS LS

State of Iowa  
County of Harrison

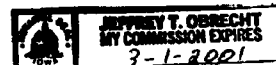
The foregoing instrument was acknowledged before me this 27th day of **February**, 19 **98**,  
by **Richard A. Carson and Clarita M. Carson, husband and wife**

who is personally known to me or who has produced a current driver's license as identification.

Return to  
Lawyers Title Agency of  
North Florida, Inc.  
P.O. Box 12027  
Pensacola, FL 32508

Notary signature: Jeffrey T. Obrecht  
Notary Public  
My Commission Expires: 3-1-2001

THIS INSTRUMENT PREPARED BY:  
JR Rawson, an employee of  
Lawyers Title Agency of North Florida, Inc.  
2100 Creighton Road  
Pensacola, Florida 32504  
File No: 3A-54489



# SOUTHERN GUARANTY TITLE COMPANY

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

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

Email: rcsgrt@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.: 09-0504-000

CERTIFICATE NO.: 2012-5351

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

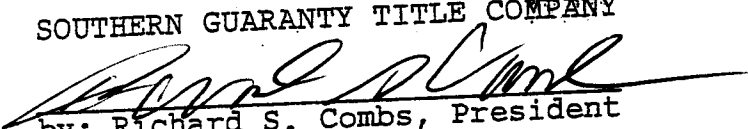
  X      Homestead for 2013 tax year.

Richard C. McArthur  
Michelle S. McArthur  
8631 Redwing Dr.  
Pensacola, FL 32534

Compass Bank  
701 South 32nd St.  
Birmingham, AL 35233

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.: 11490

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 Richard C. McArthur and Michelle S. McArthur in favor of Compass Bank dated 01/26/1999 and recorded 02/02/1999 in Official Records Book 4367, page 1108 of the public records of Escambia County, Florida, in the original amount of \$30,000.00
2. Taxes for the year 2011-2013 delinquent. The assessed value is \$84,275.00. Tax ID 09-0504-000.

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.: 11490

September 4, 2014

**The South 150 feet of the North 1050 feet of the West 150 feet of the Southeast quarter of  
Section 12, Township 1 South, Range 31 West, Escambia County, Florida.**

**Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

14-887

**OWNERSHIP AND ENCUMBRANCE REPORT**

File No.: 11490

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:

Richard C. McArthur and Michelle S. McArthur, divorced

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

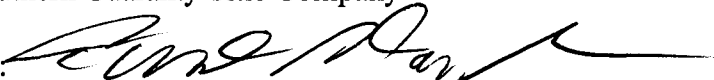
4. Taxes:

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

7008 1830 0000 0244 4926

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: RICHARD C MCARTHUR [14-887]  
 Street, or PO: 8631 REDWING DR  
 City, State, ZIP: PENSACOLA, FL 32534

7008 1830 0000 0244 4926

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

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**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: MICHELLE S MCARTHUR [14-887]  
 Street, or PO: 8631 REDWING DR  
 City, State, ZIP: PENSACOLA, FL 32534

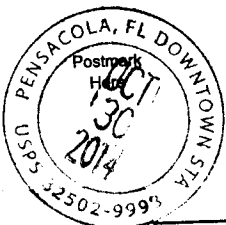
7008 1830 0000 0244 4933

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: COMPASS BANK [14-887]  
 Street, or PO: 701 SOUTH 32ND ST  
 City, State, ZIP: BIRMINGHAM AL 35233

12/05351

12/5351

**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:

COMPASS BANK [14-887]  
701 SOUTH 32ND ST  
BIRMINGHAM AL 35233

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

*[Signature]*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

12-14

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

3. Service Type

☐ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number

(Transfer from service label)

7008 1830 0000 0244 4933

PS Form 3811, February 2004

Domestic Return Receipt

1000-02-11-100

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

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

**CERTIFICATE # 05351 of 2012**

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, do hereby certify that I did on October 30, 2014, mail a copy of the foregoing Notice of Application for Tax Deed, addressed to:

RICHARD C MCARTHUR 8631 REDWING DR PENSACOLA, FL 32534	MICHELLE S MCARTHUR 8631 REDWING DR PENSACOLA, FL 32534
COMPASS BANK 701 SOUTH 32ND ST BIRMINGHAM AL 35233	

WITNESS my official seal this 30th 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 December 1, 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 US BANK AS CUST FOR CAZ CREEK holder of Tax Certificate No. 05351, 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:

S 150 FT OF N 1050 FT OF W 150 FT OF SE1/4 BLK 7 PLAT DB 67 P 345 OR 4231 P 817

SECTION 12, TOWNSHIP 1 S, RANGE 31 W

TAX ACCOUNT NUMBER 090504000 (14-887)

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

**RICHARD C MCARTHUR and MICHELLE S MCARTHUR**

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 December, which is the 1st day of December 2014.

Dated this 30th 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:

8631 REDWING DR 32534



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

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### Personal Services:

**MICHELLE S MCARTHUR**  
8631 REDWING DR  
PENSACOLA, FL 32534

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



By:   
Emily Hogg  
Deputy Clerk

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**RICHARD C MCARTHUR**  
8631 REDWING DR  
PENSACOLA, FL 32534

**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**

---

**Document Number:** ECSO14CIV049458NON

**Agency Number:** 15-001197

**Court:** TAX DEED

**County:** ESCAMBIA

**Case Number:** CERT NO 05351 2012

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

**Plaintiff:** RE: RICHARD C MCARTHUR AND MICHELLE S MCARTHUR

**Defendant:**

**Type of Process:** NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 10/30/2014 at 9:36 AM and served same at 8:20 AM on 10/31/2014 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY , the within named, to wit: , .

POSTED TO PROPERTY PER CLERKS OFFICE INSTRUCTIONS

DAVID MORGAN, SHERIFF  
ESCAMBIA COUNTY, FLORIDA

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



J. BARTON, CPS

Service Fee: \$40.00  
Receipt No: BILL

Printed By: LCMITCHE

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**Post Property:**

8631 REDWING DR 32534



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

2014 OCT 30 A 9:36

RECEIVED

ESCAMBIA COUNTY SHERIFF'S OFFICE  
ESCAMBIA COUNTY, FLORIDA

**NON-ENFORCEABLE RETURN OF SERVICE**

**Document Number:** ECSO14CIV049527NON

**Agency Number:** 15-001270

**Court:** TAX DEED

**County:** ESCAMBIA

**Case Number:** CERT NO 05351 2012

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

**Plaintiff:** RE: RICHARD C MCARTHUR AND MICHELLE S MCARTHUR

**Defendant:**

**Type of Process:** NOTICE OF APPLICATION FOR TAX DEED

Individual

Received this Writ on 10/30/2014 at 9:39 AM and served same on RICHARD C MCARTHUR , at 8:20 AM on 10/31/2014 in ESCAMBIA COUNTY, FLORIDA, by delivering a true copy of this Writ together with a copy of the initial pleadings, if any, with the date and hour of service endorsed thereon by me.

DAVID MORGAN, SHERIFF  
ESCAMBIA COUNTY, FLORIDA

By:



J. BARTON, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: LCMITCHE

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**NOTICE OF APPLICATION FOR TAX DEED**

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S 150 FT OF N 1050 FT OF W 150 FT OF SE1/4 BLK 7 PLAT DB 67 P 345 OR 4231 P 817

SECTION 12, TOWNSHIP 1 S, RANGE 31 W

TAX ACCOUNT NUMBER 090504000 (14-887)

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

**RICHARD C MCARTHUR and MICHELLE S MCARTHUR**

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 December, which is the 1st day of December 2014.

Dated this 30th 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.

**Personal Services:**

**RICHARD C MCARTHUR**  
8631 REDWING DR  
PENSACOLA, FL 32534

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



By:  
Emily Hogg  
Deputy Clerk

RECEIVED  
OCT 31 2014 A 9 39  
CLERK

ESCAMBIA COUNTY SHERIFF'S OFFICE  
ESCAMBIA COUNTY, FLORIDA

**NON-ENFORCEABLE RETURN OF SERVICE**

**Document Number:** ECSO14CIV049550NON

**Agency Number:** 15-001271

**Court:** TAX DEED

**County:** ESCAMBIA

**Case Number:** CERT NO 05351 2012

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

**Plaintiff:** RE: RICHARD C MCARTHUR AND MICHELLE S MCARTHUR

**Defendant:**

**Type of Process:** NOTICE OF APPLICATION FOR TAX DEED

Substitute

Received this Writ on 10/30/2014 at 9:39 AM and served same on MICHELLE S MCARTHUR , in ESCAMBIA COUNTY, FLORIDA, at 8:20 AM on 10/31/2014 by leaving a true copy of this Writ together with a copy of the initial pleadings, if any, with the date and hour of service endorsed thereon by me, at the within named individual's usual place of abode, with a person residing therein who is 15 years of age, or older, to wit: RICHARD MCARTHUR, RESIDENT, as a member of the household and informing said person of their contents.

DAVID MORGAN, SHERIFF  
ESCAMBIA COUNTY, FLORIDA

By: 

J. BARTON, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: LCMITCHE

**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 December 1, 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.**

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**Personal Services:**

**MICHELLE S MCARTHUR**  
8631 REDWING DR  
PENSACOLA, FL 32534

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



By:  
Emily Hogg  
Deputy Clerk

RECEIVED  
2014 OCT 30 A 9:39



**Pam Childers**

Clerk of the Circuit Court and Comptroller, Escambia County

12TD05351

Clerk of Courts • County Comptroller • Clerk of the Board of County Commissioners • Recorder •

December 31, 2015

Richard McArthur  
8631 Redwing Dr  
Pensacola, FL 32534

Dear Mr. McArthur,

Our records indicate that a refund check was mailed to you in relation to a Tax Deed case. The property was either sold or redeemed. The Escambia County check # 900022299 in the amount of \$52.48 has not been cashed. State law requires us to report and remit the funds to the State if you have not claimed your property. To claim your property, you will be asked to sign an affidavit. Please check the appropriate box below, sign in the space provided, and return this to us no later than two weeks from the date of this letter.

- ☐ The above address information is correct and I do not wish to claim the monies.
- ☐ The above address information is incorrect. Please forward an affidavit to the following address: \_\_\_\_\_
- ☐ The original check has been found and is being returned to your office. Once the check is received, a new check will be issued to me.
- ☐ Other (please provide an explanation below or attach a separate explanation).

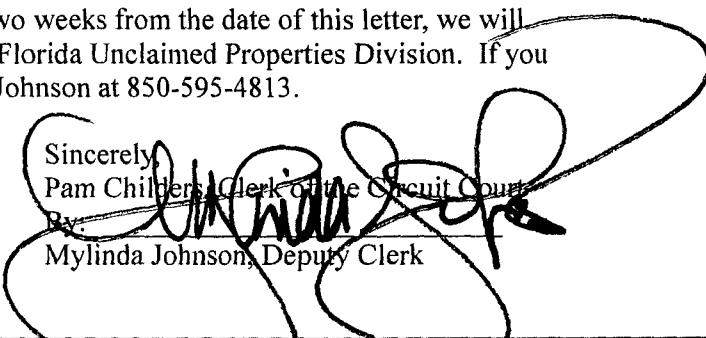
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Your prompt attention and assistance is appreciated. Please return to the following address:

Clerk of the Circuit Court  
Official Records  
221 Palafox Place, Ste 110  
Pensacola, FL 32502

If no response is received from you within two weeks from the date of this letter, we will report and remit your monies to the State of Florida Unclaimed Properties Division. If you have any questions, please contact Mylinda Johnson at 850-595-4813.

Sincerely,  
Pam Childers, Clerk of the Circuit Court  
By:   
Mylinda Johnson, Deputy Clerk

IN THE CIRCUIT COURT OF THE FIRST JUDICIAL CIRCUIT  
IN AND FOR ESCAMBIA COUNTY, FLORIDA

IN THE MATTER OF UNCLAIMED FUNDS  
IN THE REGISTRY OF THE COURT OF  
ESCAMBIA COUNTY, FLORIDA

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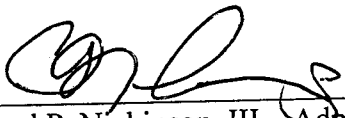
**ORDER OF DIRECTION REGARDING UNCLAIMED FUNDS**

Pam Childers, the Clerk of the Circuit Court for Escambia County, Florida, stipulates that certain Court Registry funds itemized in Attachment A, attached hereto, shall be remitted to the Florida Department of Financial Services, Bureau of Unclaimed Property, Reporting Section. The right to withdraw said funds has been adjudicated or is not in dispute, and the money remained so deposited in the Court Registry of Escambia County, Florida, for more than one year and unclaimed by the person entitled thereto. It is therefore,

ORDERED that the all cases as itemized in Attachment A involving Court Registry funds in the amount of \$ 90,484.17, be remitted in compliance with Section 717.113, Florida Statutes, and it is hereby,

ORDERED that a copy of this Order be filed in the action in which the money was originally deposited, and this Order shall be noted in the progress docket in the action of each case listed in Attachment A.

DONE AND ORDERED this 15th day of April, 2016, in Pensacola, Escambia County, Florida.

  
\_\_\_\_\_  
Edward P. Nickinson, III – Administrative Judge