

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:

| Certificate No. | Parcel ID Number | Date | Legal Description |
|------------------------|-------------------------|-------------|--|
| 5408.0000 | 09-0581-000 | 06/01/2012 | LTS 19 AND 20 OR 4182 P 1446 OR 6111 P 1822 S/D PLAT DB 104 P 400 LESS OR 2024 P 857 MURPHY LESS OR 3040 P 107 BRUNO'S |

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/ 5408.000 | 09-0581-000 | 06/01/2012 | LTS 19 AND 20 OR 4182 P 1446 OR 6111 P 1822 S/D PLAT DB 104 P 400 LESS OR 2024 P 857 MURPHY LESS OR 3040 P 107 BRUNO'S |

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/ 5408.000, 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:

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

Property MABIE MARIANNE M TRUSTEE
Owner FOR MABIE MARIANNE TRUST
 PO BOX 499
 TAMPA FL 33601-0499

LTS 19 AND 20
 OR 4182 P 1446
 OR 6111 P 1822
 S/D PLAT DB 104 P 400
 LESS OR 2024 P 857 MURPHY

LESS OR 3040 P 107 BRUNO'S

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/ 5408.000 | 06/01/2012 | 8,298.87 | 0.00 | 556.72 | 8,855.59 |

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/ 4926.000 | 06/01/2013 | 8,265.29 | 6.25 | 413.26 | 8,684.80 |

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or included (County) 17,540.39
2. Total of Delinquent Taxes Paid by Tax Deed Applicant
3. Total of Current Taxes Paid by Tax Deed Applicant .{2013} 7,645.95
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 25,511.34
7. Clerk of Court Statutory Fee
8. Clerk of Court Certified Mail Charge
9. Clerk of Court Advertising Charge
10. Sheriff's Fee
11. _____
12. Total of Lines 6 thru 11
13. Interest Computed by Clerk of Court Per Florida Statutes{ % }
14. One-half of the assessed value of homestead property, if applicable pursuant to section 197.502, F.S.
15. Total of Lines 12 thru 14 (Statutory Opening Bid)
16. Redemption Fee 6.25
17. Total Amount to Redeem

* Done this the 06th day of May, 2014

TAX COLLECTOR OF Escambia County Tax Collector County

Date of Sale: December 1, 2014

By Glenda M. Johnson

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

This Assignment is hereby accepted upon the terms stated above this 25th day of February, 2004.

Signed, sealed and delivered
in the presence of:

LEFFERTS L. MABIE, III

Sign Name: *Suzanne M. Prigel*

Print Name: Suzanne M. Prigel

Lefferts L. Mabie III

Printed Name: Lefferts L. Mabie III

Sign Name: *Rita Evanoff*

Print Name: Rita Evanoff

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 25th day of February, 2004, by Lefferts L. Mabie III

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced

Rita Evanoff

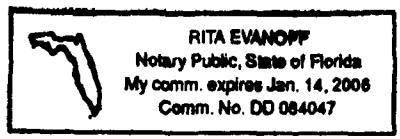
Print or Stamp Name: Rita Evanoff

Notary Public, State of Florida at Large

Commission No.: DD 084047

My Commission Expires: 1-14-06

1561740_v1



PERFECTION OF ANY SECURITY INTEREST OR LIEN THAT MAY APPEAR OR RELATE TO THE JUDGMENT.

IN WITNESS WHEREOF, this Assignment has been executed this 13TH day of February 2004.

Signed, sealed and delivered
in the presence of:

AURORA CREDIT SERVICES, INC.

Sign Name: Donald Morrison

By: Chad 31

Print Name: Donald Morrison

Its: President

Sign Name: Elwyn Manthei

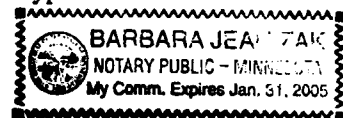
Print Name: Elwyn Manthei

STATE OF ~~FLORIDA~~ MINNESOTA
COUNTY OF DAKOTA

The foregoing instrument was acknowledged before me this 13TH day of FEBRUARY, 2004, by CHARLES ZAK

Personally Known X OR Produced Identification _____

Type of Identification Produced



Barbara Jean Zak

Print or Stamp Name: BARBARA JEAN ZAK
Notary Public, State of ~~Florida at Large~~ MINNESOTA
Commission No.: 6181058
My Commission Expires: 1-31-05

Prepared by: Yancey F. Langston
Moore Hill & Westmoreland, P.A.
P.O. Box 13290
Pensacola, Florida 32591-3290

ASSIGNMENT OF JUDGMENT

Aurora Credit Services, Inc., Assignee of Bank of America N.A., successor in interest to NationsBank, N.A., successor by merger to Boatmen's National Bank of Oklahoma, successor by merger to Boatmen's First National Bank of Oklahoma (herein referred to as "Assignor"), in consideration of the sum of Ten and No/100 Dollars (\$10.00) to it in hand this date paid and other good and valuable consideration by Lefferts L. Mabie, III, whose mailing address is P.O. Box 499, Tampa, Florida 33601-0499 (herein referred to as "Assignee"), hereby transfers and assigns to Assignee that certain Journal Entry of Judgment recovered by NationsBank, N.A. against Defendants Wayne H. Creasy, Marianne M. Mabie, individually, and as personal representative of the Estate of Lefferts L. Mabie, Jr., and Wayne H. Creasy, as Trustee of the Wayne H. Creasy Revocable Trust dated December 14, 1993, in the District Court in and for Tulsa County, State of Oklahoma dated January 5, 1999, Case No. CJ-97-03891, recorded on January 11, 1999, in Official Records Book 6159, at page 0205, et seq. of the public records of Tulsa County, Oklahoma and in Official Records Book 1740, page 285, et seq. of the public records of Santa Rosa County, Florida and in Official Records Book 4470, page 1095, et seq. of the public records of Escambia County, Florida (the "Judgment"), a copy of which is attached, and all right, title, interest, claim and demand therein, with full authority to Assignee to demand and receive the amount of the Judgment and costs to his own use, and on the payment of the Judgment or any part thereof to give to Defendants or any of them a discharge or satisfaction thereof. Assignor authorizes Assignee to sue out execution and all other legal processes necessary to the enforcement of the Judgment, the same to be done at his own cost.

Assignor represents and warrants that Assignor is the owner and holder of all rights to payment under the assigned Judgment. Assignor covenants, based on the records provided to Assignor by Bank of America, N.A., with Assignee that there is due on the Judgment as of January 29, 2004 the sum of One Million Three Hundred Eighty-Nine Thousand Seven Hundred Ninety-Nine and 40/100's Dollars (\$1,389,799.40). Assignor has not received and will not receive the amount due on the Judgment or any part thereof, and Assignor will not discharge or release the Judgment. Assignor has not done and will not do anything to hinder or prevent Assignee from enforcing the Judgment.

EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT DESCRIBED ABOVE, ASSIGNOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY TYPE, KIND, CHARACTER, OR NATURE WITH RESPECT TO THE JUDGMENT OR ANYTHING RELATING THERETO. FURTHERMORE, THE TRANSFER, ASSIGNMENT AND CONVEYANCE EFFECTED BY THIS ASSIGNMENT IS MADE WITHOUT ANY REPRESENTATIONS OR WARRANTIES BY ASSIGNOR REGARDING: (I) THE COLLECTABILITY OR VIABILITY OF THE JUDGMENT; (II) THE CREDITWORTHINESS OF ANY OBLIGOR ON THE JUDGMENT; OR (III) PRIORITY OR

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1
day of June, 2006 by ALLEN R. LEVIN, who is personally known to me.

Kimberly M. Logan
NOTARY PUBLIC
Typed Name: Kimberly M. Logan
Commission Expires: Jun 14, 2008
Commission No. DP328666

This instrument prepared by
and return to:
Lefferts L. Mabie, III
Post Office Box 499
Tampa, FL 33601

STATE OF FLORIDA

COUNTY OF ESCAMBIA

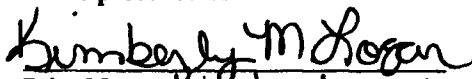
ASSIGNMENT OF MORTGAGE AND OTHER LOAN DOCUMENTS


I, the undersigned, the owner of a mortgage, and of the indebtedness secured by it and other documents, instruments and certificates, made by MARIANNE M. MABIE to ALLEN R. LEVIN for \$500,000 dated the 21st day of April, 1999, do for valuable consideration hereby assign and transfer to LEFFERTS L. MABIE, III, all of my rights, title, and interests in the following documents, instruments and certificates:

1. That certain Subordinated Mortgage executed by Marianne M. Mabie in favor of Allen R. Levin for \$500,000 dated the 21st day of April, 1999, and recorded in Official Records Book 4400, Page 0105, of the public records of Escambia County, Florida;
2. That certain Collateral Assignment of Note and Collateral Security Note executed by Marianne M. Mabie dated the 21st day of April, 1999, and recorded in Official Records Book 4400, Page 0101, of the public records of Escambia County, Florida;
3. That UCC-1 Financing Statement executed by Marianne M. Mabie in favor of Allen R. Levin and recorded in Official Records Book 4400, Page 0111, of the public records of Escambia County, Florida.

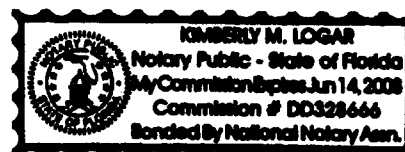
DATED this 7 day of June, 2006.

Signed, sealed and delivered
In the presence of:


Print Name: Kimberly M. Logan


Allen R. Levin

Print Name: _____



8. The Loan Documents, are hereby ratified, confirmed and affirmed by Maker. It is expressly understood and agreed that nothing contained herein shall be deemed to discharge, release, limit or otherwise affect any rights or claims of Holder against any persons or parties who are obligated to Holder under the Note or with respect to the indebtedness evidenced thereby except as provided in this First Modification to Note and Mortgage with respect to the Maker who have executed this First Modification to Note and Mortgage, and Holder expressly reserves all rights against all such other persons and parties, if any, obligated to Holder under the Note, or the Loan Documents, whether as makers, endorsers, sureties, guarantors or otherwise.

9. Except as expressly modified herein, all terms and provisions of the Note, Loan Documents and of all other documents securing, evidencing the obligations under or related to the Note, are hereby ratified and confirmed, and shall remain in full force and effect. Maker represents and warrants that no default has occurred as of the date hereof, and that Maker has no defense, offset, compensation or counterclaim with respect to the Note, Loan Documents or any related documents.

EXECUTED to be effective the 24th day of August, 2006

MAKER:



Marianne M. Mabie, Individually and as
Personal Representative of the Estate
of Lefferts L. Mabie, Jr., Deceased

HOLDER: Bank of Pensacola,
a Florida banking corporation

By: _____
Printed Name: _____
Title: _____

3. The Interest Rate section, which is designated at the top of the Note, shall be deleted in its entirety and shall be replaced with the following:

Prime Rate plus 0.5%.

The interest rate shall be published or announced by Bank of Pensacola from time to time as its Prime Rate (the Prime Rate) (but not necessarily the best or lowest rate charged borrowing customers of Bank of Pensacola) to be computed on a 360 day basis (i.e., interest for each day during which any of the Amount of Note is outstanding shall be computed at the Interest Rate divided by 360). Any change in the Prime Rate shall effect an adjustment of the interest payable hereunder and shall be adjusted monthly. However, in no event shall the interest rate be more than 12.00% per annum or less than 6.00% per annum.

4. The payment schedule of the Note, which is the indented paragraph under the paragraph commencing with "FOR VALUE RECEIVED" shall be deleted in its entirety and shall be replaced with the following:

In twenty three (23) monthly installments of accrued interest beginning September 24, 2006, with the entire remaining unpaid principal balance, together with any interest accrued thereon due and payable in full at maturity on August 24, 2008.

5. The Note shall be modified to become a revolving line of credit. Accordingly, the following provision is added to the Note:

This Note contemplates multiple loan advances, on a revolving basis. Maker agrees that the internal records of Holder shall constitute, for all purposes, prima facie evidence of (i) the amount of principal and interest owing on the Note from time to time, (ii) the amount of each advance made to Maker under the Note and (iii) the amount of each principal and/or interest payment received by the Holder on the Note. Holder will have no obligation to advance funds under the Note if: (a) Maker or any guarantor is in default under the terms of the Note, or any other loan documents; (b) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor's guarantee of this Note or any other loan with Holder; (c) Maker has applied funds provided pursuant to this Note for purposes other than as permitted in the Loan Documents; or (d) Holder in good faith deems itself materially insecure under the Note or any other agreement between Holder and Maker.

6. Maker hereby acknowledges and re-affirms that certain Acknowledgment of Security dated June 30, 2005 pertaining to the 3,000 shares of common capital stock of First National Bank of Santa Rosa and hereby affirms that said Acknowledgment of Security remains valid and enforceable.

7. Except as expressly modified herein, the terms and provisions of the Mortgage and other Loan Documents shall remain in full force and effect. If a default or event of default occurs under any provision of the Mortgage, or in payment of any indebtedness secured thereby, including the Note as modified herein, the entire principal and accrued interest and late charges, shall become due and payable at once, as permitted in the Mortgage and other Loan Documents. The failure to exercise that option shall not constitute a waiver of the right to exercise the option in the event of a subsequent default.

THIS INSTRUMENT WAS PREPARED BY
ROBERT S. RUSHING OF
EMMANUEL, SHEPPARD & CONDON
ATTORNEYS AT LAW
30 S. SPRING STREET
PENSACOLA, FLORIDA 32502
OUR FILE NO: B0005-113739

STATE OF FLORIDA
COUNTY OF ESCAMBIA

FIRST MODIFICATION TO NOTE AND MORTGAGE

WHEREAS, Marianne M. Mabie, individually and as Personal Representative of the Estate of Lefferts L. Mabie, Jr. (hereinafter collectively, individually and interchangeably "Maker") has executed a Renewal Note dated June 30, 2005, payable to the order of Bank of Pensacola ("Holder"), in the original principal amount of Six Hundred Seventy Nine Thousand Eight Hundred Forty and 47/100 (\$679,840.47) Dollars, ("the Note"); and

WHEREAS, in connection with the Note, the Maker executed certain loan documents, and include individually, collectively, interchangeably and without limitation that certain Mortgage and Security Agreement dated June 30, 2005 which is recorded in Official Records Book 5691, Page 1230 of the public records of Escambia County, Florida (hereinafter the "Mortgage"), the Assignment of Rents and Leases dated June 30, 2005 and recorded in Official Records Book 5691, Page 1243 of the public records of Escambia County, Florida, all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, pledges, assignments, security agreements, mortgages, collateral mortgages, deeds of trust, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection therewith and any other loan documents pertaining thereto (collectively, individually and interchangeably the "Loan Documents"); and

WHEREAS, Maker and Holder desire to modify various terms of the Note and therefore the Maker and Holder agree as follows:

AGREEMENT

1. The Amount of Note, which is designated as \$679,840.47 as set forth at the top of the Note, shall be reduced to \$671,840.00.
2. The Maturity Date, which is designated at the top of the Note, shall be changed to August 24, 2008.

THIS FIRST MODIFICATION TO NOTE AND MORTGAGE RENEWS AND MODIFIES THAT CERTAIN RENEWAL NOTE FROM BORROWER TO LENDER DATED JUNE 30, 2005 IN THE ORIGINAL PRINCIPAL AMOUNT OF \$679,840.47, THEREFORE THIS FIRST MODIFICATION TO NOTE AND MORTGAGE IS EXEMPT FROM DOCUMENTARY STAMP TAXES AND INTANGIBLE TAXES DUE UNDER CHAPTER 201, FLORIDA STATUTES.

✓
PARCEL 5

Lots 19 and 20, Section 13, Township 1 South, Range 31 West, Escambia County, Florida.

LESS AND EXCEPT Commence at the Northwest corner of Section 13, Township 1 South, Range 31 West, Escambia County, Florida; thence Southerly along the West line of said Section 13 for a distance of 2636.72 feet; thence Easterly at an interior angle to the right of 89 degrees 06'34" for a distance of 15.00 feet to the POINT OF BEGINNING; thence continue Easterly along the projection of aforesaid line for a distance of 208.71 feet; thence Northerly at an interior angle to the right of 90 degrees 53'06" for a distance of 208.71 feet; thence Westerly at an interior angle to the right of 89 degrees 06'34" for a distance of 208.71 feet; thence southerly at an interior angle to the right of 90 degrees 53'06" for a distance of 208.71 feet to the POINT OF BEGINNING. All lying and being in Section 13, Township 1 South, Range 31 West, Escambia County, Florida.

ALSO, LESS AND EXCEPT: Commence at the Northwest corner of Section 13, Township 1 North, Range 31 West, Escambia County, Florida; thence go South along the West line of Section 13 for a distance of 1320.96 feet; thence deflect 90 degrees 16'22" to the left and go a distance of 15.00 feet; thence deflect 90 degrees 16'22" to the right and go a distance of 523.42 feet to the POINT OF BEGINNING; thence continue along same line a distance of 131.28 feet; thence deflect 90 degrees 50'16" to the left and go a distance of 896.83 feet to the Westerly right of way line of Pine Forest Road (150' R/W); thence deflect 116 degrees 45'48" to the left and go along said right of way line a distance of 147.02 feet; thence deflect 63 degrees 14'12" to the left and go a distance of 828.71 feet to the POINT OF BEGINNING. Containing 2.60 acres, more or less.

EXHIBIT "A"

PARCEL 1

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID SECTION 32, A DISTANCE OF 1,341.3 FEET; THENCE NORTHEASTLY AT AN ANGLE OF 93 DEGREES 30 MINUTES TO THE LEFT, A DISTANCE OF 107 FEET; THENCE WESTERLY, DEFLECTING AT AN ANGLE OF 86 DEGREES 24 MINUTES TO THE LEFT, AND FOLLOWING THE LINE OF AN EXISTING AND PREVIOUSLY EXISTING FENCE A DISTANCE OF 370.3 FEET TO THE EASTERLY LINE OF 9TH AVENUE EXTENSION FROM THE CITY OF PENSACOLA, FLORIDA, FOR THE POINT OF BEGINNING OF THE TRACT HEREINAFTER DESCRIBED; THENCE NORTHEASTLY AT AN ANGLE OF 73 DEGREES 11 MINUTES TO THE LEFT, AND FOLLOWING THE EASTERLY RIGHT OF WAY LINE OF THE SAID 9TH AVENUE A DISTANCE OF 110 FEET; THENCE EASTERLY AT AN ANGLE OF 106 DEGREES 49 MINUTES TO THE LEFT, AND RUNNING PARALLEL TO THE FENCE LINE FIRST ABOVE MENTIONED, A DISTANCE OF 200 FEET; THENCE SOUTHERLY PARALLEL TO THE EASTERLY LINE OF SAID 9TH AVENUE EXTENSION A DISTANCE OF 110 FEET TO THE SAID LINE OF AN EXISTING FENCE; THENCE WESTERLY ALONG THE LINE OF AN EXISTING AND PREVIOUSLY EXISTING FENCE A DISTANCE OF 200 FEET TO THE POINT OF BEGINNING.

PARCEL 2

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, THENCE WESTERLY ALONG THE SOUTHERLY LINE OF SAID SECTION 32, A DISTANCE OF 1567.4 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE THE SAME COURSE WESTERLY A DISTANCE OF 25 FEET; THENCE 90 DEGREES RIGHT FOR 106 FEET, MORE OR LESS, TO THE SOUTH LINE OF THE PARCEL 1, ABOVE DESCRIBED; THENCE EASTERLY ALONG SAID SOUTH LINE A DISTANCE OF 25 FEET; THENCE SOUTHERLY 106 FEET, MORE OR LESS TO THE POINT OF BEGINNING. Less and except any portion contained in Order of Taking recorded in O.R. Book 4080, page 1054.

PARCEL 3

THAT PORTION OF THE "NOT INCLUDED IN PLAT" OF ASS SUBDIVISION OF FRACTIONAL SECTION 32, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT FILED IN PLAT BOOK 1 AT PAGE 82 OF THE PUBLIC RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTH 63 DEGREES 50 MINUTES 00 SECONDS WEST, ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 1341.3 FEET; THENCE NORTH 22 DEGREES 40 MINUTES 00 SECONDS EAST, 107.0 FEET TO A IRON PIPE FOR THE POINT OF BEGINNING; THENCE CONTINUE NORTH 22 DEGREES 40 MINUTES 00 SECONDS EAST 263.30 FEET TO AN IRON PIPE IN THE SOUTH RIGHT OF WAY LINE OF DOUGLAS AVENUE (66 FOOT RIGHT OF WAY); THENCE NORTH 70 DEGREES 53 MINUTES 00 SECONDS WEST ALONG SAID LINE 57.5 FEET TO AN IRON PIPE; THENCE SOUTH 37 DEGREES 29 MINUTES 25 SECONDS WEST, 153.31 FEET TO AN IRON PIPE; THENCE NORTH 63 DEGREES 43 MINUTES 51 SECONDS WEST 35.0 FEET TO AN IRON PIPE; THENCE SOUTH 43 DEGREES 03 MINUTES 00 SECONDS WEST, 110.0 FEET TO AN IRON PIPE; THENCE SOUTH 63 DEGREES 43 MINUTES 51 SECONDS EAST 170.25 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 32, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 63 DEGREES 50 MINUTES 00 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 1341.30 FEET; THENCE NORTH 22 DEGREES 40 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 107.40 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 22 DEGREES 40 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 170.90 FEET TO THE SOUTH RIGHT OF WAY LINE OF DOUGLAS AVENUE (66' R/W) THENCE 70 DEGREES 53 MINUTES 00 SECONDS WEST ALONG SAID SOUTH RIGHT OF WAY LINE FOR A DISTANCE OF 14.50 FEET; THENCE SOUTH 22 DEGREES 40 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 170.00 FEET; THENCE SOUTH 67 DEGREES 20 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 14.47 FEET TO THE POINT OF BEGINNING.

MORE PARTICULARLY DESCRIBED BY NORTHWEST FLORIDA ENGINEERING & SURVEYING, INC., AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF FRACTIONAL SECTION 32, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE NORTH 63 DEGREES 50 MINUTES 00 SECONDS WEST 1341.30 FEET ALONG THE SOUTH LINE OF THE AFORESAID SECTION 32; THENCE NORTH 22 DEGREES 40 MINUTES 00 SECONDS EAST 105.92 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 22 DEGREES 40 MINUTES 00 SECONDS EAST 92.40 FEET; THENCE NORTH 63 DEGREES 34 MINUTES 24 SECONDS WEST 14.62 FEET; THENCE NORTH 22 DEGREES 43 MINUTES 45 SECONDS EAST 169.92 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF DOUGLAS AVENUE (R/W UNDETERMINED); THENCE NORTH 70 DEGREES 44 MINUTES 35 SECONDS WEST 43.01 FEET ALONG THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF DOUGLAS AVENUE; THENCE SOUTH 37 DEGREES 32 MINUTES 09 SECONDS WEST 153.30 FEET; THENCE NORTH 63 DEGREES 55 MINUTES 11 SECONDS WEST 235.10 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF 9TH AVENUE (100' R/W); THENCE SOUTH 43 DEGREES 03 MINUTES 53 SECONDS WEST 110.75 FEET ALONG THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF 9TH AVENUE; THENCE SOUTH 63 DEGREES 48 MINUTES 51 SECONDS EAST 125.95 FEET; THENCE SOUTH 26 DEGREES 11 MINUTES 15 SECONDS WEST 105.76 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF UNDERWOOD AVENUE (66' R/W); THENCE SOUTH 63 DEGREES 50 MINUTES 00 SECONDS WEST 25.00 FEET ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF UNDERWOOD AVENUE; THENCE NORTH 26 DEGREES 11 MINUTES 15 SECONDS EAST 105.85 FEET; THENCE SOUTH 63 DEGREES 48 MINUTES 51 SECONDS EAST 219.71 FEET TO THE POINT OF BEGINNING. SAID PARCEL OF LAND IS SITUATED IN FRACTIONAL SECTION 32, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 1.1314 ACRES MORE OR LESS.

PARCEL 4

Commence at the Intersection of the North right-of-way of Dunaway Lane (66' R/W) and the West right-of-way of Pine Forest Road (S.R. 297, 150' R/W) for a Point of Beginning; thence run along North right-of-way of Dunaway Lane (66' R/W) North 88°15'15" West for 751.31 feet to a point of curve of a circular curve, being concave to the Southeast, said curve having a radius of 933.90 feet and a central angle of 29°30'35"; thence along the arc of said curve an arc distance of 480.99 feet to the point of tangency; thence South 62°16'10" West for a 100.99 feet to a point of curve of a circular curve being concave to the Northwest, having a radius of 867.90 feet and a central angle of 06°55'23"; thence run Southwesterly along the arc or said curve an arc distance of 104.87 feet; thence run North 02°28'18" East for 918.92 feet; thence South 88°09'21" East for 331.66 feet; thence South 02°24'24" West for 273.25 feet; thence South 88°08'45" East for 601.10 feet; thence South 25°04'20" East for 270.00 feet; thence North 80°25'23" East for 308.19 feet to a point of a circular curve concave to the West, said point being on the West right-of-way of Pine Forest Road (S.R. 297, 150' R/W), said curve having a radius of 2764.93 feet, and a central angle of 04°47'44" thence southerly along the arc of said curve an arc distance of 231.42 feet to the Point of Beginning. The above described property lying and being in Section 13, Township 1 South, Range 31 West, Escambia County, Florida.

Section 6.04 Invalid Provisions to Affect No Others. In the event that any of the covenants, agreements, terms or provisions contained in the Note, this Mortgage or the other Loan Documents, as applicable, shall be invalid, illegal or unenforceable in any respect, the validity of the remaining covenants, agreements, terms or provisions contained herein or in the Indebtedness, as applicable, shall be in no way affected, prejudiced or disturbed thereby.

Section 6.05 Changes, Etc. Neither this Mortgage nor any term hereof may be changed, waived, discharged or terminated orally, or by any action or inaction, but only by an instrument in writing signed by the party against which enforcement of the change, waiver, discharge or termination is sought. The modification hereof or of the Indebtedness, as applicable, or the release of any part of the Mortgaged Property from the lien hereof shall not impair the priority of the lien of this Mortgage.

Section 6.06 Governing Law. This Mortgage is made by the Mortgagor under the laws of the State of Florida and shall be construed, interpreted, enforced and governed by and in accordance with the laws of such state, without regard to principles of conflicts of law.

Section 6.07 WAIVER OF JURY TRIAL. NO PARTY TO THIS MORTGAGE OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS MORTGAGE, ANY OTHER LOAN DOCUMENT OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG THE PARTIES, OR ANY OF THEM. NO PARTY OR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF A PARTY SHALL SEEK TO CONSOLIDATE ANY SUCH ACTION, IN WHICH A JURY TRIAL HAS BEEN WAIVED, WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT OR HAS NOT BEEN WAIVED. THE PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

IN WITNESS WHEREOF, the Mortgagor has executed this Mortgage on the date first set forth above.

WITNESSES:

MORTGAGOR:

Mary Janet Rogers
Printed Name: Mary Janet Rogers

Linda A. Smarr
Printed Name: Linda B. Smarr

Marianne M. Mable
MARIANNE M. MABLE, Individually and as Personal Representative of the Estate of Lefferts L. Mable, Jr., Deceased

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was sworn, subscribed and acknowledged before me this _____ day of June, 2005, by Marianne M. Mable, Individually and as Personal Representative of the Estate of Lefferts L. Mable, Jr., Deceased. She (☒) is personally known to me or (☐) has produced a _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)



Mary Janet Rogers
Notary Public (Signature)

(Printed Name)

(Title or Rank)

(Serial Number, if any)

112.00
1359.68
1471.68

THIS INSTRUMENT WAS PREPARED BY
GERALD L. BROWN
EMMANUEL, SHEPPARD & CONDON
ATTORNEYS AT LAW
30 S. SPRING STREET
PENSACOLA, FLORIDA 32502
File No. B0005-89385b

STATE OF FLORIDA
COUNTY OF ESCAMBIA

MORTGAGE AND SECURITY AGREEMENT

THIS MORTGAGE ("Mortgage") is made and delivered this 30th day of June, 2005, between **MARIANNE M. MABIE**, Individually and as Personal Representative of the Estate of **Lefferts L. Mable, Jr., Deceased**, having a mailing address of and principal place of business at 600 Bay Cliffs Road, Gulf Breeze, Florida 32561, ("Mortgagor") and **BANK OF PENSACOLA**, a banking corporation, having a mailing address of 400 W. Garden Street, Pensacola, Florida 32501, ("Lender").

WITNESSETH:

WHEREAS, Mortgagor, **MARIANNE M. MABIE**, Individually and as Personal Representative of the Estate of **Lefferts L. Mable, Jr., Deceased**, is indebted to Lender in the original principal sum of SIX HUNDRED SEVENTY NINE THOUSAND EIGHT HUNDRED FORTY AND 47/100 DOLLARS (\$679,840.47), together with interest thereon, as evidenced by that certain Renewal Promissory Note of even date herewith executed by Mortgagor and delivered to Lender, (such Renewal Promissory Note, together with any and all renewals, extensions, modifications, restatements, substitutions and replacements thereof being hereinafter collectively called the "Note"); and

WHEREAS, Mortgagor, **MARIANNE M. MABIE**, Individually and as Personal Representative of the Estate of **Lefferts L. Mable, Jr., Deceased**, has executed the Note, and other documents relating or pertaining to the Note and any other indebtedness (as defined *infra*), obligations or liabilities owed to Lender, including without limitation, all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Note and other indebtedness (hereinafter collectively the "Loan Documents"); and

WHEREAS, Mortgagor hereby grants this Mortgage to secure any and all present and future loans, advances, and/or other extensions of credit obtained and/or to be obtained by Mortgagor from Lender, as well as Lender's successors and assigns, from time to time, one or more times, now and in the future, and any and all promissory notes evidencing such present and/or future loans, advances, and/or other extensions of credit, including without limitation, the Note and any and all Future Advances (as defined in Section 1.02) that Lender may make on behalf of Mortgagor as provided in this Mortgage, and any covenants and agreements set forth in the Loan Documents, together with interest thereon, (hereinafter collectively the "Indebtedness").

ARTICLE ONE GRANTS OF SECURITY

Section 1.01 To secure the Note and any other Indebtedness, Mortgagor does by these presents specifically mortgage, hypothecate, pledge and assign unto Lender, its successors and assigns, any and all of Mortgagor's present and future rights, title and interest in and to the following described property:

- (a) The land located in the County of Escambia, State of Florida,

as set forth on Exhibit A attached hereto and incorporated herein,

together with all mineral, oil and gas rights appurtenant to said land, and all shrubbery, trees and crops now growing or hereafter grown upon said land (collectively the "Land"); and

- (b) **TOGETHER WITH** all buildings, structures, roads, drives, parking lots, sewerage and utility lines and all other improvements now or hereafter located on said Land and all fixtures, contract rights and general intangibles (as such terms are defined in the UCC under Florida law) now or hereafter located on or used in the development or operation of, the Land, including but not limited to: (i) all property and equipment affixed to the Land, which, to the fullest extent permitted by law, shall be deemed fixtures and a part of the Land, (ii) any and all rights and benefits of Mortgagor relating to the Land, including, but not limited to, construction contracts, architect contracts, service contracts, advertising contracts, purchase orders, general intangibles, permits, licenses, actions and right of action, deposits by or with Mortgagor, prepaid expenses, permits, licenses, interests, estates or other claims, insurance proceeds, and prepaid insurance premiums, and (iii) all right title and interest of the Mortgagor in all trade names hereinafter used in connection with the Land (hereinafter collectively the "Improvements"); and

PINE FOREST ROAD**PARCEL 1:**

Commence at the Intersection of the North right-of-way of Dunaway Lane (66' R/W) and the West right-of-way of Pine Forest Road (S. R. 297, 150' R/W) for a Point of Beginning; thence run along North right-of-way of Dunaway Lane (66' R/W) North 88° 13' 15" West for 751.31 feet to a point of curve of a circular curve, being concave to the Southeast, said curve having a radius of 933.90 feet and a central angle of 29° 30' 35"; thence along the arc of said curve an arc distance of 480.99 feet to the point of tangency; thence South 62° 16' 10" West for a 100.99 feet to a point of curve of a circular being concave to the Northwest, having a radius of 867.90 feet and a central angle of 06° 55' 23"; thence run Southwesterly along the arc of said curve an arc distance of 104.87 feet; thence run North 02° 28' 18" East for 918.92 feet; thence South 88° 09' 21" East for 331.66 feet; thence South 02° 24' 24" West for 273.25 feet; thence South 88° 08' 45" East for 601.10 feet; thence South 25° 04' 20" East for 270.00 feet; thence North 80° 25' 23" East for 308.19 feet to a point of a circular curve concave to the West, said point being on the West right-of-way of Pine Forest Road (S. R. 297 150' R/W), said curve having a radius of 2764.93 feet, and a central angle of 04° 47' 44" thence Southerly along the arc of said curve an arc distance of 231.42 feet to the Point of Beginning. The above described property lying and being in Section 13, Township 1 South, Range 31 West, Escambia County, Florida.

Parcel Identification No.: 131S311100002051 and 131S311100001051

PARCEL 2:

Lots 19 and 20 OF SECTION 13, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA;

LESS AND EXCEPT: Commence at the Northwest corner of Section 13, Township 1 South, Range 31 West, Escambia County, Florida; thence Southerly along the West line of said Section 13 for a distance of 2636.72 feet; thence Easterly at an interior angle to the right of 89° 06' 54" for a distance of 15.00 feet to the Point of Beginning; thence continue Easterly along the projection of aforesaid line for a distance of 208.71 feet; thence Northerly at an interior angle to the right of 90° 53' 06" for a distance of 208.71 feet; thence Westerly at an interior angle to the right of 89° 06' 54" for a distance of 208.71 feet; thence Southerly at an interior angle to the right of 90° 53' 06" for a distance of 208.71 feet to the Point of Beginning. All lying and being in Section 13, Township 1 South, Range 31 West, Escambia County, Florida.

ALSO, LESS AND EXCEPT: Any portion lying the right of way of Pine Forest Road and Chelle Road.

ALSO, LESS AND EXCEPT: Commence at the Northwest corner of Section 13, Township 1 North, Range 31 West, Escambia County, Florida; thence go South along the West line of Section 13 for a distance of 1320.96 feet; thence deflect 90° 16' 22" to the left and go a distance of 15.00 feet; thence deflect 90° 16' 22" to the right and go a distance of 523.42 feet to the Point of Beginning; thence continue along same line a distance of 131.28 feet; thence deflect 90° 50' 16" to the left and go a distance of 896.83 feet to the Westerly right of way line of Pine Forest Road (150' R/W); thence deflect 116° 45' 48" to the left and go along said right of way line a distance of 147.02 feet; thence deflect 63° 14' 12" to the left and go a distance of 147.02 feet; thence deflect 63° 14' 12" to the left and go a distance of 828.71 feet to the Point of Beginning. Containing 2.60 acres, more or less.

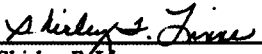
Parcel Identification No.: 131S311100001019

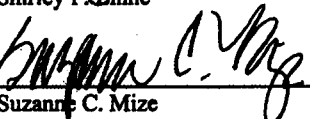
And Marianne M. Mable, as Personal Representative of the Estate of Lefferts L. Mable, Jr., does covenant that in all things preliminary to and in and about the sale and this conveyance, the power of sale contained in the will and the laws of Florida have been followed and complied with in all respects.


IN WITNESS WHEREOF, Marianne M. Mable, as Personal Representative of the Estate of Lefferts L. Mable, Jr., Deceased, has set her hand and seal on the day and year set forth below.

DATED this 6th day of February, 2007.

Signed, sealed and delivered
in the presence of:

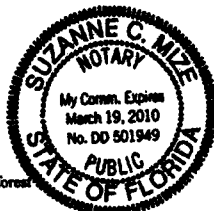

Shirley F. Linne

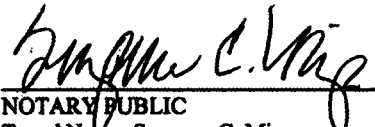

Suzanne C. Mize


MARIANNE M. MABIE, as
Personal Representative

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 6th day of February, 2007 by MARIANNE M. MABIE, as Personal Representative of the Estate of Lefferts L. Mable, Jr., who is personally known to me.




NOTARY PUBLIC
Typed Name: Suzanne C. Mize
My Commission No: March 19, 2010
My Commission Expires: DD 501949

clients\mable.mrs\pr-deed.pine forest

10.00
17.00
70
2.00
29.70

Without benefit of title examination
this instrument prepared by:
William V. Linne, Esquire
127 Palafox Place, Suite 100
Pensacola, FL 32502

STATE OF FLORIDA
COUNTY OF ESCAMBIA

PERSONAL REPRESENTATIVE'S DEED

THIS INDENTURE is made and executed the 6th day of February, 2007, by **MARIANNE M. MABIE**, as Personal Representative of the Estate of **LEFFERTS L. MABIE, JR.**, deceased, hereinafter called the "Grantor", who has bargained, sold, conveyed and granted an undivided interest unto **MARIANNE M. MABIE**, as Trustee under the Revocable Living Trust Agreement of Marianne M. Mabie dated December 16, 2005, hereinafter called the "Grantee", whose address is: 825 Bayshore Drive, #907, Pensacola, Florida 32507, its successors and assigns forever, hereinafter called the "Grantee":

WITNESSETH:

That the Grantor, pursuant to the Florida laws of testate succession as applied to the Estate of Lefferts L. Mabie, Jr., which estate is being administered in Probate Division Proceeding Number, 96-APR-CP-117-PRO, Santa Rosa County, Florida, and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration received from the Grantee, hereby conveys an undivided interest the following described real property located in Escambia County, Florida:

**Parcel Identification Nos.: 131S311100002051; 131S311100001051;
and 131S311100001019**

**FULL LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART
HEREOF AS EXHIBIT "A"**

The above property is subject to taxes for current year and to valid easements and restrictions of record affecting the above property, if any, which are not hereby reimposed. Subject also to liens, encumbrances, oil, gas and mineral reservations of record.

Subject to that certain note and mortgage and the indebtedness secured thereby from Marianne M. Mabie, individually and as Personal Representative of the Estate of Lefferts L. Mabie, Jr. to Bank of Pensacola in the original amount of \$679,840.47, dated June 30, 2005, and recorded in Official Record Book 5691, page 1243, of the public records of Escambia County, Florida. The Grantor shall continue to be responsible for the payment of all obligations under the terms of said mortgage and the indebtedness secured thereby.

In the event of the resignation, death or inability of Marianne M. Mabie to manage the affairs of the Trust (as determined by two qualified physicians), then **LEFFERTS L. MABIE, III**, shall serve as successor Trustee. In the event of the resignation, death or inability of Lefferts L. Mabie, III to manage the affairs of the Trust (as determined by two qualified physicians), then **SYNOVUS TRUST COMPANY, N.A.** shall serve as successor Trustee.

For so long as two or more trustees are serving as Trustees hereunder, each Trustee may delegate in writing authority to one of their number to act independently and to execute documents on behalf of all Trustees. If such written delegation of authority is given, any third party dealing with the Trustees shall be entitled to rely on the execution of any document or any action taken by the Trustee receiving such written delegation, as having been performed with full authority to bind all of the Trustees in all respects.

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.: 09-0581-000

CERTIFICATE NO.: 2012-5408

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.

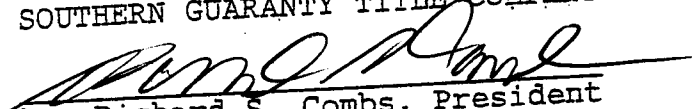
Marianne M. Mabie, Trustee of the
Marianne M. Mabie Trust dated 12-16-05
36 Star Lake Dr. and P.O. Box 499
Pensacola, FL 32507 Tampa, FL 33601

Lefferts L. Mabie, III
36 Star Lake Dr.
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 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.: 11492

September 5, 2014

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

1. Mortgage executed by Marianne M. Mabie, individually, and as Personal Representative of the Estate of Lefferts L. Mabie, Jr. to Coastal Bank & Trust formerly Bank of Pensacola, dated 06/30/2005 and recorded in Official Record Book 5691 on page 1230 of the public records of Escambia County, Florida. given to secure the original principal sum of \$679,840.47. Mortgage Modification recorded in O.R. Book 5978, page 1833. Assignmewnt of Rents and Leases recorded in O.R. Book 5691, page 1243.
2. Subject to interest of Leferts L. Mabie, III per instruments recorded in O.R. Book 6330, page 278, and O.R. Book 6870, page 1319.
3. Taxes for the year 2011-2013 delinquent. The assessed value is \$485,782.00. Tax ID 09-0581-000.

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.: 11492

September 5, 2014

131S311100001019 - Full Legal Description

LTS 19 AND 20 OR 4182 P 1446 OR 6111 P 1822 S/D PLAT DB 104 P 400 LESS OR 2024 P 857 MURPHY LESS OR
3040 P 107 BRUNO'S

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

14-891

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 11492

September 5, 2014

Escambia County Tax Collector

P.O. Box 1312

Pensacola, Florida 32591

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 09-05-1994, through 09-05-2014, and said search reveals the following:

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

Marianne M. Mabie, as Trustee of the Revocable Living Trust Agreement of Marianne M. Mabie dated 12-16-2005

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

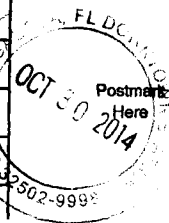
By: 

September 5, 2014

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

OFFICIAL USE

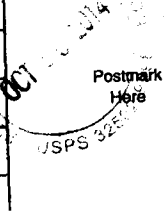
| | | |
|--|---------|---|
| Postage | \$.49 |  |
| Certified Fee | 3.30 | |
| Return Receipt Fee (Endorsement Required) | 2.70 | |
| Restricted Delivery Fee (Endorsement Required) | | |
| Total Postage & Fees | \$ 6.49 | |

Sent To
MARIANNE M MABIE TR [14-891]
36 STAR LAKE DR
PENSACOLA FL 32507

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

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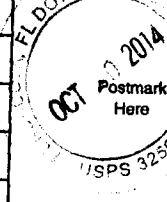
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|--|---------|--|
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| Restricted Delivery Fee (Endorsement Required) | | |
| Total Postage & Fees | \$ 6.49 | |

Sent To
MARIANNE M MABIE TR [14-891]
PO BOX 499
TAMPA, FL 33601-0499

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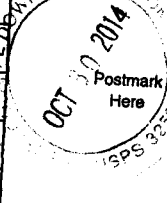
| | | |
|--|---------|---|
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Sent To
MARIANNE MABIE TRUST [14-891]
PO BOX 499
TAMPA, FL 33601-0499

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

OFFICIAL USE

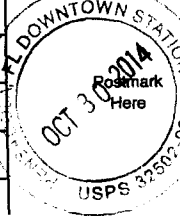
| | | |
|--|---------|--|
| Postage | \$.49 |  |
| Certified Fee | 3.30 | |
| Return Receipt Fee (Endorsement Required) | 2.70 | |
| Restricted Delivery Fee (Endorsement Required) | | |
| Total Postage & Fees | \$ 6.49 | |

Sent To
COASTAL BANK & TRUST
FORMERLY BANK OF PENSACOLA
[14-891]
125 W ROMANA ST
PENSACOLA FL 32502

U.S. Postal ServiceTM
CERTIFIED MAIL[®] RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com.

OFFICIAL USE

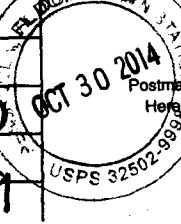
| | | |
|--|---------|---|
| Postage | \$.49 |  |
| Certified Fee | 3.30 | |
| Return Receipt Fee (Endorsement Required) | 2.70 | |
| Restricted Delivery Fee (Endorsement Required) | | |
| Total Postage & Fees | \$ 6.49 | |

Sent To
LEFFERTS L MABIE III [14-891]
36 STAR LAKE DR
PENSACOLA FL 32507

U.S. Postal ServiceTM
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
MARIANNE MABIE TRUST [14-891]
36 STAR LAKE DR
PENSACOLA FL 32507

80150/21

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:

COASTAL BANK & TRUST
FORMERLY BANK OF PENSACOLA
[14-891]
125 W ROMANA ST
PENSACOLA FL 32502

2. Article Number

(Transfer from service label)

7008 1830 0000 0244 4674

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

L. M. Graham

☒ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

10-31-14

D. Is delivery address different from item 1? ☐ YesIf 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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent☐ Addressee

B. Received by (Printed Name)

Date of Delivery

10-31-14

D. Is delivery address different from item 1? ☐ YesIf 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 4643

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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:

MARIANNE M MABIE TR [14-891]
36 STAR LAKE DR
PENSACOLA FL 32507

2. Article Number

(Transfer from service label)

7008 1830 0000 0244 4650

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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:

MARIANNE MABIE TRUST [14-891]
36 STAR LAKE DR
PENSACOLA FL 32507

2. Article Number

(Transfer from service label)

7008 1830 0000 0244 4650

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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:

LEFFERTS L MARIE III [14-891]
36 STAR LAKE DR
PENSACOLA FL 32507

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
[Signature] ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

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

3. Service Type
☐ Certified Mail ☐ 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 4667

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

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. 05408**, 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:

LTS 19 AND 20 OR 4182 P 1446 OR 6111 P 1822 S/D PLAT DB 104 P 400 LESS OR 2024 P 857 MURPHY LESS OR 3040 P 107 BRUNO'S

SECTION 13, TOWNSHIP 1 S, RANGE 31 W

TAX ACCOUNT NUMBER 090581000 (14-891)

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

MARIANNE M MABIE TR and MARIANNE MABIE TRUST

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

**STATE OF FLORIDA
COUNTY OF ESCAMBIA**

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

CERTIFICATE # 05408 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:

| | |
|---|--|
| MARIANNE M MABIE TR PO BOX 499 TAMPA, FL 33601-0499 | MARIANNE MABIE TRUST PO BOX 499 TAMPA, FL 33601-0499 |
| MARIANNE M MABIE TR 36 STAR LAKE DR PENSACOLA FL 32507 | MARIANNE MABIE TRUST 36 STAR LAKE DR PENSACOLA FL 32507 |
| LEFFERTS L MABIE III 36 STAR LAKE DR PENSACOLA FL 32507 | COASTAL BANK & TRUST FORMERLY BANK OF PENSACOLA 125 W ROMANA ST PENSACOLA FL 32502 |

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

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Post Property:

PINE FOREST RD 32526



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:
Emily Hogg
Deputy Clerk