

## TAX COLLECTOR'S CERTIFICATION

APR 25, 2014 140227

This is to certify that the holder listed below of Tax Sale Certificate Number 2012/ 5412.000, 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:  
09-0583-755

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

**Property** SWIERS JACK W & STACY D  
**Owner** 7905 STALLWORTH LN  
PENSACOLA FL 32526

\*\*\*\* See Additional Legal Next Page \*\*\*\*

BEG AT NE COR OF LT 25 ALSO  
BEING SW COR OF KEEP S/D PB  
5 P 89 S 89 DEG 33 MIN 32  
SEC W ALG N LI LT 30 FT TO  
WLY R/W LI OF STALLWORTH LN

(63 FT R/W) S 00 DEG 15 MIN  
23 SEC E ALG WLY R/W LI  
480 FT FOR POB CONT S  
00 DEG 15 MIN 23 SEC E ALG  
SAME COURSE 81 91/100 FT

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/ 5412.000	06/01/2012	918.01	0.00	45.90	963.91

**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/ 4929.000	06/01/2013	843.30	6.25	42.17	891.72

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or included (County) 1,855.63
2. Total of Delinquent Taxes Paid by Tax Deed Applicant
3. Total of Current Taxes Paid by Tax Deed Applicant .{2013} 755.29
4. Ownership and Encumbrance Report Fee 250.00
5. Total Tax Deed Application Fee 75.00
6. Total Certified By Tax Collector To Clerk of Court 2,935.92
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. 40,054.00
15. Total of Lines 12 thru 14 (Statutory Opening Bid)
16. Redemption Fee 6.25
17. Total Amount to Redeem

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

TAX COLLECTOR OF Escambia County Tax Collector County

Date of Sale: December 1, 2014

By Glenn Mahuron

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

TAX COLLECTOR'S CERTIFICATION

S 89 DEG 44 MIN 37 SEC W  
138 FT N 00 DEG 15 MIN 23  
SEC W 81 91/100 FT N 89 DEG  
44 MIN 37 SEC E 138 FT T0  
POB BEING PART OF LT 25  
NATIONAL LAND SALES CO S/D  
PLAT DB 104 P 400  
OR 6058 P 1225

**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/ 5412.000	09-0583-755	06/01/2012	BEG AT NE COR OF LT 25 ALSO BEING SW COR OF KEEP S/D PB 5 P 89 S 89 DEG 33 MIN 32 SEC W ALG N LI LT 30 FT TO WLY R/W LI OF STALLWORTH LN (63 FT R/W) S 00 DEG 15 MIN 23 SEC E ALG WLY R/W LI 480 FT FOR POB CONT S 00 DEG 15 MIN 23 SEC E ALG SAME COURSE 81 91/100 FT S 89 DEG 44 MIN 37 SEC W 138 FT N 00 DEG 15 MIN 23 SEC W 81 91/100 FT N 89 DEG 44 MIN 37 SEC E 138 FT TO POB BEING PART OF LT 25 NATIONAL LAND SALES CO S/D PLAT DB 104 P 400 OR 6058 P 1225

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

## 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
5412.0000	09-0583-755	06/01/2012	BEG AT NE COR OF LT 25 ALSO BEING SW COR OF KEEP S/D PB 5 P 89 S 89 DEG 33 MIN 32 SEC W ALG N LI LT 30 FT TO WLY R/W LI OF STALLWORTH LN (63 FT R/W) S 00 DEG 15 MIN 23 SEC E ALG WLY R/W LI 480 FT FOR POB CONT S 00 DEG 15 MIN 23 SEC E ALG SAME COURSE 81 91/100 FT S 89 DEG 44 MIN 37 SEC W 138 FT N 00 DEG 15 MIN 23 SEC W 81 91/100 FT N 89 DEG 44 MIN 37 SEC E 138 FT TO POB BEING PART OF LT 25 NATIONAL LAND SALES CO S/D PLAT DB 104 P 400 OR 6058 P 1225

**2013 TAX ROLL**

SWIERS JACK W & STACY D  
7905 STALLWORTH LN  
PENSACOLA, Florida 32526

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

**Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503

Telephone: 850-478-8121

Facsimile: 850-476-1437

14-846

**OWNERSHIP AND ENCUMBRANCE REPORT**

File No.: 11493

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:

Jack W. Swiers and Stacy D. Swiers, husband and wife

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

3. The following unsatisfied mortgages, liens and judgments affecting the land covered by this Report appear of record:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF


4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

The foregoing report is prepared and furnished for information only, is not intended to constitute or imply any opinion, warranty, guaranty, insurance, or similar assurance as to the status of title, and no determination has been made of the authenticity of any instrument described or referred to herein. The name search for the purposes of determining applicable judgments and liens is limited to the apparent record owner(s) shown herein, No attempt has been made to determine whether the land is subject to liens or assessments which are not shown as existing liens by the public records. The Company's liability hereunder shall not exceed the cost of this Report, or \$1,000.00 whichever is less.

THIS REPORT SHALL NOT BE USED FOR THE ISSUANCE OF TITLE INSURANCE.

Southern Guaranty Title Company

By: 

September 5, 2014

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 11493

September 5, 2014

**131S311100016025 - Full Legal Description**

BEG AT NE COR OF LT 25 ALSO BEING SW COR OF KEEP S/D PB 5 P 89 S 89 DEG 33 MIN 32 SEC W ALG N LI  
LT 30 FT TO WLY R/W LI OF STALLWORTH LN (63 FT R/W) S 00 DEG 15 MIN 23 SEC E ALG WLY R/W LI 480  
FT FOR POB CONT S 00 DEG 15 MIN 23 SEC E ALG SAME COURSE 81 91/100 FT S 89 DEG 44 MIN 37 SEC W 138  
FT N 00 DEG 15 MIN 23 SEC W 81 91/100 FT N 89 DEG 44 MIN 37 SEC E 138 FT TO POB BEING PART OF LT 25  
NATIONAL LAND SALES CO S/D PLAT DB 104 P 400 OR 6058 P 1225

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 11493

September 5, 2014

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

1. That certain mortgage executed by Jack W. Swiers and Stacy D. Swiers, husband and wife in favor of Crafton Pete Hold and Patricia Holt, husband and wife, dated 12/22/2006 and recorded 12/28/2006 in Official Records Book 6058, page 1226 of the public records of Escambia County, Florida, in the original amount of \$134,500.00.
2. Civil Restitution Lien filed by State of Florida/Escambia County recorded in O.R. Book 4459, page 116, and O.R. Book 4567, page 1022.
3. Taxes for the year 2011-2013 delinquent. The assessed value is \$81,309.00. Tax ID 09-0583-755.

PLEASE NOTE THE FOLLOWING:

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

# SOUTHERN GUARANTY TITLE COMPANY

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

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

Email: 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.: 09-0583-755

CERTIFICATE NO.: 2012-5412

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

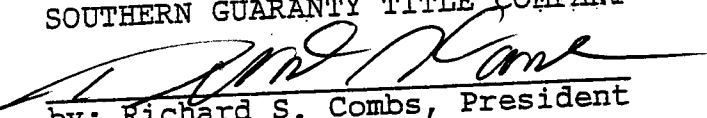
  X       Homestead for 2013 tax year.

Jack W. Swiers  
Stacy D. Swiers  
7905 Stallworth Lane  
Pensacola, FL 32526

Crafton Pete Holt  
Patricia Holt  
2075 Ceyton Rd.  
Pensacola, FL 32526

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.



This instrument prepared by:

Name: Jan Gaston an employee of  
Reliable Land Title Corporation  
Address: 15 West La Rua Street  
Pensacola, Florida 32501

Return to: Reliable Land Title Corporation  
FILE NO. 06-12-017PJ  
Address: 15 West La Rua Street  
Pensacola, Florida 32501

Property Appraisers Parcel Identification Number(s): 13-1S-31-  
1100-016-025

**THIS WARRANTY DEED** Made the 22nd day of December, 2006 by Crafton Pete Holt aka Pete Holt and Patricia Holt husband and wife whose post office address is 2075 Ceyton Road, Pensacola, FL 32526, hereinafter called the grantor, to Jack W. Swlers and Stacy D. Swlers husband and wife whose post office address is 7905 Stallworth Lane, Pensacola, FL 32526 hereinafter called the grantee:

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

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

A portion of Lot 25 of the National Land Sales Company's Subdivision of Section 13, Township 1 South, Range 31 West, according to the Plat of said Subdivision recorded in Deed Book 104, Page 401, of the Public Records of Escambia County, Florida, more particularly described as follows: Commencing at a 6 inch square concrete monument at the Northeast corner of said Lot 25, also being the Southwest corner of Keep Subdivision as recorded in Plat Book 5, Page 89, of the Public Records of said County; thence South 89 degrees 33 minutes 32 seconds West along the North line of said Lot 25 for 30.00 feet to a capped iron pipe marked P.E.A.I., L.B. #1292 on the Westerly Right of Way line of Stallworth Lane (63' R/W); thence South 00 degrees 15 minutes 23 seconds East along said Westerly Right of Way line for 480.00 feet to a capped iron pipe marked P.E.A.I., L.B. #1292, and the Point of Beginning; thence continue South 00 degrees 15 minutes 23 seconds East, along same course of 81.91 feet to a capped iron pipe marked P.E.A.I., L.B. #1292 which is North 00 degrees 15 minutes 23 seconds West and 81.90 feet from a 1 inch iron pipe at the intersection of the Northerly Right of Way line of Kersey Road and the Westerly Right of Way line of Stallworth Lane; thence South 89 degrees 44 minutes 37 seconds West for 138.00 feet to a capped iron pipe marked P.E.A.I., L.B. #1292; thence North 00 degrees 15 minutes 23 seconds West for 81.91 feet to a capped iron pipe marked P.E.A.I., L.B. #1292; thence North 89 degrees 44 minutes 37 seconds East for 138.00 feet for the Point of Beginning.

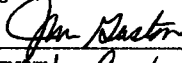
**Together**, with all the tenements, hereditaments and appurtenances thereto belonging or in otherwise appertaining.

**To Have and to Hold**, the same in fee simple forever.

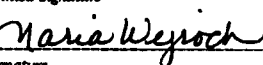
**And** the grantor hereby covenants with the grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31<sup>ST</sup>, 2005. **FURTHER SUBJECT TO** restrictions, reservations, covenants and easements of record, if any, however this reference shall not operate to reimpose same.

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

Signed, sealed and delivered in the presence of:

  
\_\_\_\_\_  
Signature Jan Gaston


Printed Signature

  
\_\_\_\_\_  
Signature MARIA WEIROCH  
Printed Signature

STATE OF FLORIDA

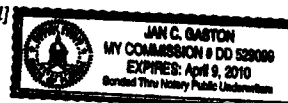
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 22nd day of December, 2006 by Crafton Pete Holt and Patricia Holt who is personally known to me and who did not take an oath.

  
\_\_\_\_\_  
Notary Public

My Commission Expires:

[seal]



## PURCHASE MONEY MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that Jack W. Swiers and Stacy D. Swiers, husband and wife, hereinafter called the "Mortgagor", for and in consideration of the sum of Ten Dollars and Other Valuable Consideration in hand paid by Crafton Pete Holt and Patricia Holt, husband and wife, hereinafter called the "Mortgagee", the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, alien, remise, release and convey and confirm unto the said Mortgagee, its successors and assigns, forever, the following described real estate, situate, lying and being the County of Escambia, State of Florida, to-wit:

### SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD the same, together with the tenements, hereditaments and appurtenances thereunto belonging, and the rents and issue thereof, unto the Mortgagee, in fee simple, forever.

*(Wherever used herein the term's "mortgagor" and "mortgagee" include all the parties to this instrument and their heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations; and the term "note" includes all the notes herein described if more than one.)*

AND the said Mortgagor hereby covenants with the said Mortgagee that the said Mortgagor is indefeasibly seized of said land in fee simple; that the said Mortgagor has full power and lawful right to convey the same in fee simple as aforesaid; that it shall be lawful for the said Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy said land and every part thereof; that the said land and every part thereof is free from all encumbrances; that the said Mortgagor will make such further assurances to perfect the fee simple title to said land in said Mortgagee as may reasonably be required; and that the said Mortgagor does hereby fully warrant the title to said land, and every part thereof, and will defend the same against the lawful claims of all persons whomsoever.

The foregoing conveyance is a mortgage to secure the payment of the following obligations now in existence, or now being made or incurred, to-wit:

Promissory Note dated **December 22, 2006**, in the original principal sum of **\$134,500.00** and becoming due and payable as set forth in said note.

AND THE SAID Mortgagor does hereby covenant and agree:

1. To pay all and singular the principal, the interest and other sums of money payable by virtue of the said above-mentioned note and other obligations and this deed, each and every, promptly on the days, respectively, the same become due.
2. To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature and kind now on said property, or that hereafter may be levied or assessed thereupon, each and every of them; and if the same, or any part thereof, be not promptly paid when due and payable, said Mortgagee may at any time pay the same, without waiving or affecting the option to foreclose this mortgage by reason of such default, or any right hereunder, an every payment so made shall bear interest from the date thereof at the note rate, and all such payments, with interest as aforesaid, shall be secured by the lien hereof.
3. To pay all costs, fees, charges and expenses of every nature and kind, including the costs of an abstract of title or title search to the above-described lands and reasonable attorneys' fees, incurred by Mortgagee in the collection of the obligation secured hereby or the protection of the security therefore, or because of the failure on the part of the Mortgagor to perform, comply with and abide by all or any of the covenants, conditions and stipulations of the promissory note and other obligations secured hereby, and of this mortgage, whether suit be brought or not; and in the foreclosure of this mortgage and in collecting the amount secured hereby, to pay all costs and expenses, including reasonable attorneys' fees, to the attorney of the Mortgagee. All such costs, fees, charges and expenses shall be secured by the lien of this mortgage and each and every of such payments made shall bear interest from the date thereof until paid at the note rate which shall also be secured by the lien hereof.
4. To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof.
5. To keep the buildings, now or hereafter on said land, insured against fire, flood and windstorm, in a sum not less than an amount acceptable to the Mortgagee, in a company or companies satisfactory to Mortgagee, loss, if any, payable to the Mortgagee, as its interest may appear, and in the event any sum of money becomes payable under such policy or policies, the Mortgagee, shall have the option to receive and apply the same on account of the indebtedness secured hereby, or to permit Mortgagor to receive and use it, or any part thereof, for the purpose of improving said land, without thereby waiving or impairing any equity, lien or right under or by virtue of this mortgage; and Mortgagee may place and pay for such insurance, or any part thereof, without waiving or affecting the option to

foreclose, or any right hereunder, and each and every such payment shall bear interest from date thereof until paid at the note rate, and all such payments, with interest, is empowered to adjust, compromise, submit to arbitration and appraisal and collect, and apply to the reduction of said indebtedness, any claim or loss arising under any insurance policy covering said premises; and to that end the Mortgagee is irrevocably appointed the attorney in fact of the Mortgagor to execute and deliver such receipts, releases and other writings as shall be requisite to accomplish such adjustment, compromise, arbitration, appraisal and collection.

6. That if any of the said installments of principal or interest due or payable by the terms of promissory notes or other obligations or other sums of money due or payable by virtue of this instrument, be not promptly and fully paid within 30 (thirty) days when the same become severally due and payable, without demand or notice, or if each and every the stipulations, covenants, agreements and conditions of the said promissory notes or other obligations, and of this deed, any or either, are not duly and promptly performed, complied with and abided by, or should Mortgagor file a proceeding in bankruptcy, the entire aggregate sum mentioned in the promissory notes and other obligations then remaining unpaid, with interest accrued, shall become due and payable forthwith or thereafter at the option of the Mortgagee as fully and completely as if said aggregate sum and accrued interest were originally stipulated to be paid on such day, anything in the said promissory notes or other obligations or herein, to the contrary notwithstanding.

7. It is further covenanted and agreed by said parties that in the event of a suit being instituted to foreclose this mortgage, the Mortgagee shall be entitled to apply, at any time pending such foreclosure suit, to the Court having jurisdiction thereof for the appointment of a Receiver of all and singular the mortgaged property, and of all the rents, income, profits, issues and revenues thereof, from whatsoever source derived; and thereupon it is hereby expressly covenanted and agreed that the Court shall forthwith appoint a Receiver of said mortgaged property, all and singular, and of such rents, income, profits, issues and revenues thereof, from whatsoever source derived; with the usual powers and duties of Receivers in like cases; and such appointment shall be made by such Court as a matter of strict right to the Mortgagee and without reference to the adequacy or inadequacy of the value of the property hereby mortgaged, or to the solvency or insolvency of the Mortgagor and that such rents, profits, income, issues and revenues shall be applied by such Receiver to the payment of the mortgage indebtedness, costs and charges, according to the order of such Court. All costs of the Receiver shall be secured by the lien of this mortgage.

8. To perform, comply with and abide by each and every one of the stipulations, agreements, conditions and covenants in said promissory note and other obligations and in this mortgage set forth.

9. It is further stipulated and agreed by and between the parties that the Mortgagee shall have the right to exercise any option or privilege herein given or reserved and to enforce any duty of the Mortgagor at any time without further or other notice regardless of any prior waiver by Mortgagee or default of Mortgagor or delay by Mortgagee in exercising any right, option, or privilege or enforcing such duty of Mortgagor, and no waiver by Mortgagee of default of Mortgagor nor delay of Mortgagee in exercising any right, privilege or option or in enforcing any duty of Mortgagor shall be deemed, held, or construed to be a waiver of any of the terms or provisions of this Mortgage or of any subsequent or continuing default.

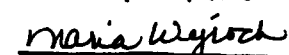
10. It is understood and agreed by Mortgagor that as part of the inducement to Mortgagee to make the loan evidenced by the Note and secured by this Mortgage, Mortgagee has relied upon the creditworthiness and the reliability of Mortgagor. Mortgagor shall not sell, convey, transfer, lease (other than a space lease) or further encumber any interest in or any part of the Mortgaged property without the prior written consent of the Mortgagee having been obtained. Any such sale, conveyance, transfer, pledge, lease (other than a space lease) or encumbrance made without the Mortgagee's prior written consent shall constitute an Event of Default hereunder.


IN WITNESS WHEREOF, Mortgagor has executed this mortgage, this 22<sup>nd</sup> day of December 2006.

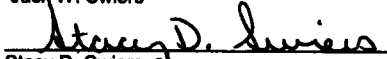
Signed, Sealed and Delivered  
In the Presence of:

  
Witness:

  
Witness: JAN GASTON

  
Witness: MARIA WOJCIK

  
Jack W. Swiers

  
Stacy D. Swiers

State of Florida  
County of Escambia

I HEREBY CERTIFY, that on this 22<sup>nd</sup> day of December, 2006 before me personally appeared Jack W. Swiers and Stacy D. Swiers, who have produced his driver's license as identification, who are the person described in and who executed the foregoing instrument, and who after being duly sworn says that the execution hereof is his/her free act and deed for the uses and purposes herein mentioned. An oath was administered.

SWORN TO AND SUBSCRIBED before me the undersigned Notary Public by my hand and official seal, the day and year last aforesaid.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires:



Prepared by:  
Reliable Land Title Corp  
15 West LaRue Street  
Pensacola, FL 32501  
File No: 06-12-017 PJ

### EXHIBIT "A"

A portion of Lot 25 of the National Land Sales Company's Subdivision of Section 13, Township 1 South, Range 31 West, according to the Plat of said Subdivision recorded in Deed Book 104, Page 401, of the Public Records of Escambia County, Florida, more particularly described as follows: Commencing at a 6 inch square concrete monument at the Northeast corner of said Lot 25, also being the Southwest corner of Keep Subdivision as recorded in Plat Book 5, Page 89, of the Public Records of said County; thence South 89 degrees 33 minutes 32 seconds West along the North line of said Lot 25 for 30.00 feet to a capped iron pipe marked P.E.A.I., L.B. #1292 on the Westerly Right of Way line of Stallworth Lane (63' R/W); thence South 00 degrees 15 minutes 23 seconds East along said Westerly Right of Way line for 480.00 feet to a capped iron pipe marked P.E.A.I., L.B. #1292, and the Point of Beginning; thence continue South 00 degrees 15 minutes 23 seconds East, along same course of 81.91 feet to a capped iron pipe marked P.E.A.I., L.B. #1292 which is North 00 degrees 15 minutes 23 seconds West and 81.90 feet from a 1 inch iron pipe at the intersection of the Northerly Right of Way line of Kersey Road and the Westerly Right of Way line of Stallworth Lane; thence South 89 degrees 44 minutes 37 seconds West for 138.00 feet to a capped iron pipe marked P.E.A.I., L.B. #1292; thence North 00 degrees 15 minutes 23 seconds West for 81.91 feet to a capped iron pipe marked P.E.A.I., L.B. #1292; thence North 89 degrees 44 minutes 37 seconds East for 138.00 feet for the Point of Beginning.

OR BK 4459 PG 0116  
Escambia County, Florida  
INSTRUMENT 99-651328

RCD Aug 25, 1999 04:16 pm  
Escambia County, Florida

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 99-651328

IN THE COUNTY COURT IN AND FOR  
ESCAMBIA COUNTY, FLORIDA

THE STATE OF FLORIDA,  
Plaintiff,

Case No.: 99MT 0348A  
Division: I

vs.

Jack Wesley Swiers

Defendant,

Social Security Number: [REDACTED]

**CIVIL RESTITUTION LIEN ORDER  
IN FAVOR OF ESCAMBIA COUNTY, FLORIDA**

Pursuant to the provisions of the Florida Civil Restitution Lien and Crime Victims'  
Remedy Act of 1994,

IT IS ADJUDGED THAT a civil restitution lien is hereby entered against the above named  
defendant and in favor of Escambia County, Florida in the amount of \$ 2000.00 that shall bear  
interest at the rate set forth in §55.03 Florida Statutes, for which let execution issue.

ORDERED at Pensacola, Escambia County, Florida, on the 12<sup>th</sup> day of August,  
1999.

[Signature]  
County Judge

Defendant's Address: 907 Freemont Ave.  
Pensacola, FL 32505

Defendant's Date of Birth: 12/15/69

Copy: Defendant  
Certified Copy: Clerk of Court (Recording)

Certified to be a true copy of the  
original on file in this office.

Witness my hand and official seal  
ERNEE LEE MAGAHA

Clerk Circuit Court and County Court  
Escambia County, Florida

Restitution Lien Form  
Revision: 7/28/97

By: [Signature] D.C.  
Date: 8/16/99

OR BK 4567 PG1022  
Escambia County, Florida  
INSTRUMENT 00-741225

RCD Jun 07, 2000 01:19 pm  
Escambia County, Florida

Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 00-741225

IN THE COUNTY COURT IN AND FOR  
ESCAMBIA COUNTY, FLORIDA

THE STATE OF FLORIDA,  
Plaintiff

vs.

Case No.: 17-00-MT-0321A  
Division: I

Jack Wesley Swiers Defendant,

Social Security Number:

**CIVIL RESTITUTION LIEN ORDER  
IN FAVOR OF ESCAMBIA COUNTY, FLORIDA**

Pursuant to the provisions of the Florida Civil Restitution Lien and Crime Victims' Remedy Act of 1994,

IT IS ADJUDGED THAT a civil restitution lien is hereby entered against the above names defendant and in favor of Escambia County, Florida in the amount of \$ 3000 that shall bear interest at the rate set forth in §55.03 Florida Statutes, for which let execution issue.

2000 ORDERED at Pensacola, Escambia County, Florida, on the 23 day of May,

Ernie Lee Magaha  
County Judge

Defendant's Address: 5433 DOVER Ave.  
Pensacola FL 32526

Defendant's Date of Birth: 12/15/69

Copy: Defendant  
Certified Copy: clerk of Court (Recording)

rev. 9/99

Certified to be a true copy of the  
original on file in this office.  
Witness my hand and official seal  
ERNIE LEE MAGAHA  
Clerk Circuit Court and County Court  
Escambia County, Florida

By: Wilson

Date: 5/31/2000

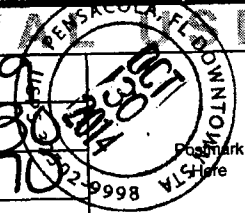
7009 2250 0003 8665 2852

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> 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 1  
 Street or PO  
 City, S

CRAFTON PETE HOLT [14-846]  
 2075 CEYTON RD  
 PENSACOLA FL 32526

PS Form

Instructions

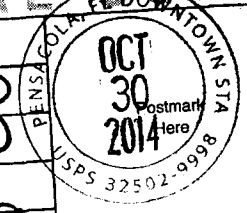
7009 2250 0003 8665 2845

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

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



Sent  
 Street or PO  
 City, S

STACY D SWIERS [14-846]  
 7905 STALL WORTH LN  
 PENSACOLA, FL 32526

PS Form

Instructions

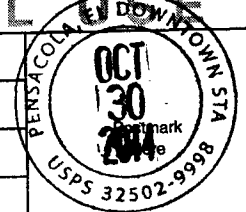
7009 2250 0003 8665 2838

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> RECEIPT**  
 (Domestic Mail Only; No Insurance Coverage Provided)

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



Sent  
 Street or PO  
 City, S

JACK W SWIERS [14-846]  
 7905 STALL WORTH LN  
 PENSACOLA, FL 32526

PS Form

Instructions

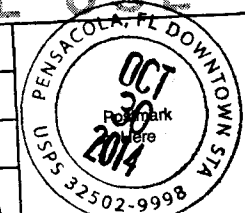
7009 2250 0003 8665 2866

U.S. Postal Service<sup>TM</sup>  
**CERTIFIED MAIL<sup>TM</sup> 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  
 Street or PO  
 City, S

PATRICIA HOLT [14-846]  
 2075 CEYTON RD  
 PENSACOLA FL 32526

PS Form

Instructions

12/05412



## 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:

CRAFTON PETE HOLT [14-846]  
2075 CEYTON RD  
PENSACOLA FL 32526

2. Article Number

(Transfer from service label)

7009 2250 0003 8665 2852

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

x *Pete Holt*☐ Agent☐ Addressee

B. Received by (Printed Name)

Pete Holt

C. Date of Delivery

10/31/2014

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

x *Pete Holt*☐ Agent☐ Addressee

B. Received by (Printed Name)

Pete Holt

C. Date of Delivery

10-31-2014

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)

7009 2250 0003 8665 2869

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

PATRICIA HOLT [14-846]  
2075 CEYTON RD  
PENSACOLA FL 32526

1. Article Addressed to:

- 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.

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

x *Stacy Swiers*☐ Agent☐ Addressee

B. Received by (Printed Name)

Stacy Swiers

C. Date of Delivery

10/31/2014

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)

7009 2250 0003 8665 2838

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:

JACK W SWIERS [14-846]  
7905 STALLWORTH LN  
PENSACOLA, FL 32526

2. Article Number

(Transfer from service label)

7009 2250 0003 8665 2838

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:

STACY D SWIERS [14-846]  
7905 STALLWORTH LN  
PENSACOLA, FL 32526

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

x *Stacy Swiers*☐ Agent☐ Addressee

B. Received by (Printed Name)

Stacy Swiers

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)

7009 2250 0003 8665 2845

**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

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

**CERTIFICATE # 05412 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:

JACK W SWIERS 7905 STALLWORTH LN PENSACOLA, FL 32526	STACY D SWIERS 7905 STALLWORTH LN PENSACOLA, FL 32526
CRAFTON PETE HOLT 2075 CEYTON RD PENSACOLA FL 32526	PATRICIA HOLT 2075 CEYTON RD PENSACOLA FL 32526
ESCAMBIA COUNTY 190 GOVERNMENTAL CENTER 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

## 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. 05412, 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:

BEG AT NE COR OF LT 25 ALSO BEING SW COR OF KEEP S/D PB 5 P 89 S 89 DEG 33 MIN 32 SEC W ALG N LI LT 30 FT TO WLY R/W LI OF STALLWORTH LN (63 FT R/W) S 00 DEG 15 MIN 23 SEC E ALG WLY R/W LI 480 FT FOR POB CONT S 00 DEG 15 MIN 23 SEC E ALG SAME COURSE 81 91/100 FT S 89 DEG 44 MIN 37 SEC W 138 FT N 00 DEG 15 MIN 23 SEC W 81 91/100 FT N 89 DEG 44 MIN 37 SEC E 138 FT TO POB BEING PART OF LT 25 NATIONAL LAND SALES CO S/D PLAT DB 104 P 400 OR 6058 P 1225

SECTION 13, TOWNSHIP 1 S, RANGE 31 W

TAX ACCOUNT NUMBER 090583755 (14-846)

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

**JACK W SWIERS and STACY D SWIERS**

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:

7905 STALLWORTH LN 32526



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

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### Personal Services:

**JACK W SWIERS**  
7905 STALLWORTH LN  
PENSACOLA, FL 32526

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



By:  
Emily Hogg  
Deputy Clerk

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### Personal Services:

**STACY D SWIERS**  
7905 STALLWORTH LN  
PENSACOLA, FL 32526

**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**

14-846

**Document Number:** ECSO14CIV049464NON

**Agency Number:** 15-001165

**Court:** TAX DEED

**County:** ESCAMBIA

**Case Number:** CERT # 05412 2012

**Attorney/Agent:**

PAM CHILDERS  
CLERK OF COURT  
TAX DEED

**Plaintiff:** RE JACK W SWIERS AND STACY D SWIERS

**Defendant:**

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

Received this Writ on 10/30/2014 at 9:35 AM and served same at 9:30 AM on 11/5/2014 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY , the within named, to wit: , .

POSTED TO PROPERTY PER INSTRUCTIONS FROM CLERK'S OFFICE.

DAVID MORGAN, SHERIFF  
ESCAMBIA COUNTY, FLORIDA

By: R Preston 927  
R. PRESTON, CPS

Service Fee: \$40.00

Receipt No: BILL

Printed By: DLRUPERT



# WARNING

001165

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### Post Property:

7905 STALLWORTH LN 32526

PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA



By:  
Emily Hogg  
Deputy Clerk

2014 OCT 30 A 9:35

RECEIVED