**Application Number: 140639** 

## Notice to Tax Collector of Application for Tax Deed

### **TO: Tax Collector of Escambia County**

In accordance with Florida Statutes, I,

**CAP ONE AS COLL ASSN RMCTL2013** 

PO BOX 54426

NEW ORLEANS, Louisiana, 70154

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

Certificate No. 5981.0000

**Parcel ID Number** 

09-3566-100

Date

**Legal Description** 

06/01/2012 BEĞ AT NW COR OF LT 4 S 90 DEG E 20 FT S 0 DEG W 297 FT FOR POB S 89 DEG 36 MIN 42 SEC E 295 01/100 FT S 0 DEG W 121 FT N 90 DEG W 295 FT N 0 DEG E 123 FT TO POB OR

5056 P 572

2013 TAX ROLL

MOFFETT PAUL M 1012 N 77TH AVE PENSACOLA , Florida 32506

I agree to pay all delinquent taxes, redeem all outstanding certificates not in my possession, pay any omitted taxes, and pay current taxes, if due, covering the land, and pay any interest earned (a) on tax certificates not in my possession, (b) on omitted taxes or (c) on delinquent taxes. I also agree to pay all Tax Collector's fees, ownership and encumbrance reports costs, Clerk of the Court costs, charges and fees and Sheriff's costs, if applicable. Attached is the above-mentioned tax sale certificate on which this application is based and all other certificates of the same legal description which are in my possession.

rmctl2013 (Matt Sheehan)

07/07/2014

Applicant's Signature

FORM 513 (r.12/00)

# TAX COLLECTOR'S CERTIFICATION

**APPLICATION DATE** 

7/7/2014

# FULL LEGAL DESCRIPTION Parcel ID Number: 09-3566-100

July 11, 2014 Tax Year: 2011

Certificate Number: 5981.0000

BEG AT NW COR OF LT 4 S 90 DEG E 20 FT S 0 DEG W 297 FT FOR POB S 89 DEG 36 MIN 42 SEC E 295 01/100 FT S 0 DEG W 121 FT N 90 DEG W 295 FT N 0 DEG E 123 FT TO POB OR 5056 P 572

FORM 513 (r.12/00)

### TAX COLLECTOR'S CERTIFICATION

Application
Date / Number
Jul 7, 2014 / 140639

This is to certify that the holder listed below of Tax Sale Certificate Number 2012 / 5981.0000 , issued the 1st day of June, 2012, and which encumbers the following described property located in the County of Escambia, State of Florida to wit: Parcel ID Number: 09-3566-100

Certificate Holder:

CAP ONE AS COLL ASSN RMCTL2013 PO BOX 54426 NEW ORLEANS, LOUISIANA 70154 Property Owner: MOFFETT PAUL M 1012 N 77TH AVE PENSACOLA, FLORIDA 32506

Legal Description:

BEG AT NW COR OF LT 4 S 90 DEG E 20 FT S 0 DEG W 297 FT FOR POB S 89 DEG 36 MIN 42 SEC E 295 01/100 FT S 0 DEG W 121 FT N 90 DEG W 295 FT N 0 DEG E 1 ...

See attachment for full legal description.

has surrendered same in my office and made written application for tax deed in accordance with Florida Statutes. I certify that the following tax certificates, interest, ownership and encumbrance report fee, and Tax Collector's fees have been paid:

CERTIFICATES OWNED BY APPLICANT AND FILED IN CONNECTION WITH THIS TAX DEED APPLICATION:

| 2012 5981.0000 06/01/12 \$427.95 \$0.00 \$67.22 \$495.17 | İ | Cert. Year | Certificate Number | Date of Sale | Face Amt | T/C Fee | Interest | Total    |
|--|---|------------|--------------------|--------------|----------|---------|----------|----------|
|  |   | 2012       | 5981.0000          | 06/01/12     | \$427.95 | \$0.00  | \$67.22  | \$495.17 |

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

| Cert. Year | Certificate Number | Date of Sale | Face Amt | T/C Fee | Interest | Total    |
|------------|--------------------|--------------|----------|---------|----------|----------|
| 2014       | 5049.0000          | 06/01/14     | \$421.08 | \$6.25  | \$21.05  | \$448.38 |
| 2013       | 5435.0000          | 06/01/13     | \$426.31 | \$6.25  | \$23.63  | \$456.19 |

| 1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by |            |
|---|------------|
| Applicant or Included (County)  | \$1,399.74 |
| 2. Total of Delinquent Taxes Paid by Tax Deed Application                                       | \$0.00     |
| 3. Total of Current Taxes Paid by Tax Deed Applicant  |            |
| 4. Ownership and Encumbrance Report Fee   | \$250.00   |
| 5 Tax Deed Application Fee  | \$75.00    |
| 6. Total Certified by Tax Collector to Clerk of Court   | \$1,724.74 |
| 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  | \$1,724.74 |
| 13. Interest Computed by Clerk of Court Per Florida Statutes( %)                                |            |
| 14. One-Half of the assessed value of homestead property. If applicable pursuant to section     |            |
| 197.502, F.S.   |            |
| 15. Statutory (Opening) Bid; Total of Lines 12 thru 14  |            |
| 16. Redemption Fee  | \$6.25     |
| 17. Total Amount to Redeem  |            |

\*Done this 7th day of July, 2014

TAX COLLECTOR, ESCAMBIA COUNTY, FLORIDA

Date of Sale: //pril ( )r /

<sup>\*</sup> This certification must be surrendered to the Clerk of the Circuit Court no later than ten days after this date.

BK: 7286 PG: 232 Last Page

Dated this of January, 2015.

JAMES E. SORENSON (FL Bar #0086525),
D. TYLER VAN LEUVEN (FL Bar #0178705),
JACK E. KIKER, III (FL Bar #0010207),
J. BLAIR BOYD (FL Bar #28840),
STEPHEN ORSILLO (FL Bar #89377), &
JESSICA A. THOMPSON (FL Bar #0106737), of
Williams, Gautier, Gwynn, DeLoach & Sorenson, P.A.
Post Office Box 4128
Tallahassee, Florida 32315-4128
Telephone (850) 386-3300/Facsimile (850) 205-4755
creservice@wggdlaw.com (E-Service E-Mail Address)
Attorneys for Plaintiff

#### PARCEL 1

COMMENCE AT THE NORTHWEST CORNER OF LOT 4, SECTION 11, TOWNSHIP 2 SOUTH, RANGE WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, ALONG THE NORTH LINE OF SAID LOT 20.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR 160.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST FOR 295.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR 139.00 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 42 SECONDS WEST FOR 295.01 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR 137.00 FEET TO THE POINT OF BEGINNING.

### PARCEL 2

COMMENCE AT THE NORTHWEST CORNER OF LOT 4, SECTION 11, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT FOR 20.00 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR 297.00 FEET TO THE POINT OF

BEGINNING; THENCE SOUTH 89 DEGREES 36 MINUTES 42 SECONDS EAST FOR 295.01 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST FOR 121.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS WEST FOR 295.00 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST FOR 123.00 FEET TO THE POINT OF BEGINNING.

Recorded in Public Records 01/14/2015 at 04:11 PM OR Book 7286 Page 230, Instrument #2015003274, Pam Childers Clerk of the Circuit Court Escambia County, FL

Filing # 22365882 E-Filed 01/09/2015 11:40:09 AM

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

HARVESTERS FEDERAL CREDIT UNION,

CASE NO. 1015 CA 35

Plaintiff,

VS.

PAUL M. MOFFETT, CYNTHIA MOFFETT, AND UNKNOWN TENANT(S),

| De               | fen | daı | nts. |
|------------------|-----|-----|------|
| $\mathbf{L}^{C}$ |     | เนณ | 113. |

# **NOTICE OF LIS PENDENS**

TO: DEFENDANTS, PAUL M. MOFFETT, CYNTHIA MOFFETT, UNKNOWN TENANT(S), AND ALL OTHERS WHOM IT MAY CONCERN:

YOU ARE NOTIFIED of the institution of this action by the Plaintiff against you seeking to foreclose a mortgage on the real property located in Escambia County, Florida, and described as follows:

BK: 6770 PG: 252

## Exhibit A - Property Description

#### Parcel 1

Commence at the Northwest corner of Lot 4, Section 11, Township 2 South, Range 31 West, Escambia County, Florida; thence South 90 degrees 00 minutes 00 seconds East, along the North line of said Lot 20.00 feet; thence South 00 degrees 00 minutes 00 seconds West for 160.00 feet to the Point of Beginning; thence South 90 degrees 00 minutes 00 seconds East for 295.00 feet; thence South 00 degrees 00 minutes 00 seconds West for 139.00 feet; thence North 89 degrees 36 minutes 42 seconds West for 295.01 feet; thence North 00 degrees 00 minutes 00 seconds East for 137.00 feet to the Point of Beginning.

#### Parcel 2

Commence at the Northwest corner of Lot 4, Section 11, Township 2 South, Range 31 West, Escambia County, Florida; thence South 90 degrees 00 minutes 00 seconds East along the North line of said Lot for 20.00 feet; thence South 00 degrees 00 minutes 00 seconds West for 297.00 feet to the Point of Beginning; thence South 89 degrees 36 minutes 42 seconds East for 295.01 feet; thence South 00 degrees 00 minutes 00 seconds West for 121.00 feet; thence North 90 degrees 00 minutes 00 seconds West for 295.00 feet; thence North 00 degrees 00 minutes 00 seconds East for 123.00 feet to the Point of Beginning.

(M)

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witness:

STATE OF: Florida COUNTY OF: Escambia

The foregoing instrument was acknowledged before me this 9th day of September, 2011 by Paul M. Moffett and Cynthia Moffett, who has produced as identification.

TONJIA BROWN EXPIRES: April 13, 2015 (P) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender, with power of sale, the following described property located in the County of **Escambia**: which currently has the address of 1012 North 77th Avenue and adjacent lot Pensacola, Florida 32506 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

M

☐ Balloon Rider □ Planned Unit ☑ Other(s) Development Rider [specify] EXHIBIT "A"

☐ 1-4 Family Rider ☐ Biweekly Payment Rider

- "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (I) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- "Escrow Items" means those items that are described in Section 3. (K)
- "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. \$2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

FLORIDA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

1/01 (page 2 of 17 pages)

Prepared By: Tonjia Brown Title Solutions 1507 North Palafox Street Pensacola, FL 32501

For the issuance of a Title Insurance policy.

Parcels # 112S31-1405-000-000 And # 112S31-1405-000-001

#### MORTGAGE

#### **DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated September 9, 2011, together with all Riders to this document.
- (B) "Borrower" is Paul M. Moffett and Cynthia Moffett, husband and wife. Borrower is the mortgagor under this Security Instrument.
- (C) "Lender" is Harvesters Federal Credit Union. Lender is a corporation organized and existing under the laws of State of Florida. Lender's address is P.O. Box 5, Cantonment FL 32533. Lender is the mortgagee under this Security Instrument.
- (D) "Note" means the promissory note signed by Borrower and dated September 9, 2011. The Note states that Borrower owes Lender Cne Hundred Forty-Seven Thousand and 00/100 Dollars (U.S. \$147,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 24, 2041.
- (E) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- **(F)** "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- **(G)** "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

| Ø   | Adjustable Rate | Condominium Rider | Second | Home | Rider |
|-----|-----------------|-------------------|--------|------|-------|
| Ric | der             |                   |        |      |       |

FLORIDA--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT 1/01 (page 1 of 17 pages) 1022 3010 NW

# RESIDENTIAL SALES ABUTTING ROADWAY MAINTENANCE DISCLOSURE

ATTENTION: Pursuant to Escambia County Code of Ordinances Chapter 1-29.2, Article V, sellers of residential lots are required to disclose to buyers whether abutting roadways will be maintained by Escambia County, and if not, what person or entity will be responsible for maintenance. The disclosure must additionally provide that Escambia County does not accept roads for maintenance that have not been built or improved to meet county standards. Escambia County Code of Ordinances Chapter 1-29.2, Article V requires this disclosure be attached along with other attachments to the deed or other method of conveyance required to be made part of the public records of Escambia County, Florida. Note: Acceptance for filing by County employees of this disclosure shall in no way be construed as an acknowledgement by the County of the veracity of any disclosure statements.

Name of Roadway: 920 77TH AVENUE NORTH

Legal Address of Property: 920 77TH AVENUE NORTH, PENSACOLA FL 32506

The County (7 has accepted () has not accepted the abutting roadway for maintenance.

This form completed by:

Stonewall Title Group, L.L.C. 1306 E. Cervantes Street, Suit B Pensacola, Florida 32501

|  | AS TO SELLER(S):                  |
|--|-----------------------------------|
| Witness' Name: Shuny Smith                     | Melissa A. Nelson                 |
| Witness' Name:                                 | Bay Specier Lands as her ofter so |
| Witness' Name: SAVery Smith                    | AS TO BUYER(S):  PAUL M. MOFFETT  |
| Witness' Name: Wette C. Whitley Witness' Name: |                                   |
| Witness' Name:                                 |                                   |

THIS FORM APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS Effective 4/15/95

RCD Jan 24, 2003 12:35 pm Escambia County, Florida

ERNIE LEE MAGAHA Clerk of the Circuit Court INSTRUMENT 2003-052203

OR BK 5056 PG0573 Escambia County, Florida INSTRUMENT 2003-052203

COMMENCE AT THE NORTHWEST CORNER OF LOT 4, SECTION 11, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FL. THENCE SOUTH 90 DEGREES 60 MINUTES 60 SECONDS EAST A LONG THE NORTH LINE OF SAID LOT FOR 20.00 FEET; THENCE SOUTH 60 DEGREES 90 MINUTES 60 SECONDS WEST FOR 297.00 FT. TO THE POINT OF BEGINNINGS; THENCE SOUTH 80 DEGREES 36 MINUTES 42 SECONDS EAST FOR 295.01 THENCE SOUTH 60 DEGREES 60 MINUTES 60 SECONDS WEST FOR 121.60; THENCE NORTH 90 DEGREES 90 MINUTES 60 SECONDS WEST FOR 295.00 FEET; THENCE NORTH 60 MINUTES 60 SECONDS EAST FOR 123.00 FEET; THENCE NORTH 60 DEGREES 60 MINUTES 60 SECONDS EAST FOR 123.00 FEET; THENCE NORTH 60 DEGREES 60 MINUTES 60 SECONDS EAST FOR 123.00 FEET; THENCE NORTH 60 DEGREES 60 MINUTES 60 SECONDS EAST FOR 123.00 FEET; THENCE NORTH 60 DEGREES 60 MINUTES 60 SECONDS EAST FOR 123.00 FEET; THENCE NORTH 60 DEGREES 60 MINUTES 60 SECONDS EAST FOR 123.00 FEET; THENCE NORTH 60 DEGREES 60 MINUTES 60 SECONDS EAST FOR 123.00 FEET; THENCE NORTH 60 DEGREES 60 MINUTES 60 SECONDS EAST FOR 123.00 FEET; THENCE NORTH 60 DEGREES 60 MINUTES 60 SECONDS EAST FOR 123.00 FEET; THENCE NORTH 60 DEGREES 60 MINUTES 60 SECONDS EAST FOR 123.00 FEET; THENCE NORTH 60 DEGREES 60 MINUTES 60 SECONDS EAST FOR 123.00 FEET; THENCE NORTH 60 DEGREES 60 MINUTES 60 SECONDS EAST FOR 123.00 FEET; THENCE NORTH 60 DEGREES 60 MINUTES 60 SECONDS EAST FOR 123.00 FEET; THENCE NORTH 60 DEGREES 60 MINUTES 60 SECONDS EAST FOR 123.00 FEET; THENCE NORTH 60 DEGREES 60 MINUTES 60 SECONDS EAST FOR 123.00 FEET; THENCE NORTH 60 DEGREES 60 MINUTES 60 SECONDS EAST FOR 123.00 FEET; THENCE NORTH 60 DEGREES 60 MINUTES 60 SECONDS EAST FOR 123.00 FEET; THENCE NORTH 60 DEGREES 60 MINUTES 60 SECONDS EAST FOR 123.00 FEET; THENCE NORTH 60 DEGREES 60 MINUTES 60 SECONDS EAST FOR 123.00 FEET; THENCE NORTH 60 DEGREES 60 MINUTES 60 SECONDS EAST FOR 123.00 FEET; THENCE NORTH 60 DEGREES 60 MINUTES 60 SECONDS EAST FOR 123.00 FEET; THENCE NORTH 60 DEGREES 60 MINUTES 60 SECONDS EAST FOR 123.00 FEET; THENCE NORTH 60 DEGREES 60 MINUTES 60 SECONDS EAST FOR 123.00 FE

PAGE 1 OF 1



OR BK 5056 PB0572 Escambia County, Florida INSTRUMENT 2003-052203

DEED DOC STANPS PD @ ESC CO \$ 105.00 01/24/03 ERNIE LEE HARRIN, CLERK

THIS INSTRUMENT PREPARED BY AND RETURN TO: STONEWALL TITLE GROUP LLC STONEWALL TITLE GROUP LLC 1306B EAST CERVANTES STREET PENSACOLA, FLORIDA 32501

Property Appraisers Parcel Identification (Folio) Numbers: 11-2S-31-4105-000-001
Grantee SS #:

SPACE ABOVE THIS LINE FOR RECORDING DATA

THIS WARRANTY DEED, made the 24th day of January, A.D. 2003 by MELISSA A. NELSON, an unmarried woman, herein called the grantor, to PAUL M. MOFFETT, an unmarried man whose post office address is 6420 BIRKHEAD DRIVE, PENSACOLA FLORIDA 32506, 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 of TEN AND 00/100'S (\$10.00) Dollars and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, allens, remises, releases, conveys and confirms unto the grantee all that certain land situate in ESCAMBIA County, State of Florida, viz:

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

Subject to zoning, restrictions, prohibitions and other requirements imposed by governmental authorities, and easements, restrictions and reservations of record and to taxes for the current year and thereafter.

TOGETHER, with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, 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 authority to December 31, 2001.

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:

Witness #1 Signature

Withess #1 Printed Name

Martin C. Whitley

Witness #2 Printed Name

STATE OF FLORIDA COUNTY OF ESCAMBIA

Louise Bonds

The foregoing instrument was acknowledged before me this 24th day of January, 2003 by MELISSA A. NELSON who is personally known to major has produced 12 11/1/15 11/10/18 as identification.

SEAL

S. AVERY SMITH
MY COMMISSION # DD 020403
EXPIRES: April 26 2005
Bondar Thru Notary Public Transporters

Printed Notary Signal

MELISSA A. NELSON

My Commission Expires

# SOUTHERN GUARANTY TITLE COMPANY

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

TEL. (850) 478-8121

FAX (850) 476-1437

Email: rcsgt@aol.com

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

Pensacola, FL 32596 CERTIFICATION: TITLE SEARCH FOR TDA TAX DEED SALE DATE: 4-6-2015 TAX ACCOUNT NO.: 09-3566-100 CERTIFICATE NO.: 2012-5981 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. NO YES X Notify City of Pensacola, P.O. Box 12910, 32521 X Notify Escambia County, 190 Governmental Center, 32502 X Homestead for \_\_\_\_\_ tax year. Paul M. Moffett Cynthia Moffett (wife) 1012 N. 77th Ave. Pensacola, FL 32506 Harvesters Federal Credit Union P.O. Box 5 Cantonment, FL 32522 and its attorney, J. Blair Boyd P.O. Box 4128 Tallahassee, FL 32315-4128 Certified and delivered to Escambia County Tax Collector, this 23rd day of January , 2015 . SOUTHERN GUARANTY TIBLE 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.

1

# OWNERSHIP AND ENCUMBRANCE REPORT CONTINUATION PAGE

File No.: 11868 January 20, 2015

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

- 1. That certain mortgage executed by Paul M. Moffett and Cynthia Moffett in favor of Harvesters FederalCredit Union dated 09/09/2011 and recorded 10/03/2011 in Official Records Book 6770, page 236 of the public records of Escambia County, Florida, in the original amount of \$147,000.00. Mortgage encumbers 2 parcels.
- 2. Notice of Lis Pendens filed by Harvesters Federal Credit Union recorded in O.R. Book 7286, page 230.
- 3. Taxes for the year 2011-2013 delinquent. The assessed value is \$23,655.00. Tax ID 09-3566-100.

### 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.: 11868 January 20, 2015

112S314105000001 - Full Legal Description

BEG AT NW COR OF LT 4 S 90 DEG E 20 FT S 0 DEG W 297 FT FOR POB S 89 DEG 36 MIN 42 SEC E 295 01/100 FT S 0 DEG W 121 FT N 90 DEG W 295 FT N 0 DEG E 123 FT TO POB OR 5056 P 572

# **Southern Guaranty Title Company**

4400 Bayou Boulevard, Suite 13B Pensacola, Florida 32503

Telephone: 850-478-8121 Facsimile: 850-476-1437

### OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 11868

January 20, 2015

Escambia County Tax Collector P.O. Box 1312 Pensacola, Florida 32591

Pursuant to your request, the Company has caused a search to be made of the Public Records of Escambia County, Florida, solely as revealed by records maintained from 01-16-1995, through 01-16-2015, and said search reveals the following:

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

Paul M. Moffett

2. The land covered by this Report is:

LEGAL DESCRIPTION IS ATTACHED HERETO AND MADE A PART HEREOF

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

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

4. Taxes:

SEE CONTINUATION PAGE ATTACHED HERETO AND MADE A PART HEREOF

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

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

Southern Guaranty Title Company

By: January 20, 2015