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. 6163.0000

Parcel ID Number 09-4537-150

Date 06/01/2012

Legal Description

BEG AT NE COR OF \$1/2 OF LT 4 S ALG E LI OF LT 4 381 5/10 FT W PARL WITH N LI OF \$1/2 OF LT 4 941 FT CONT W ALG SAME LI 175 FT TO E R/W LI OF ST RD \$289 A (100 FT R/W) FOR POB E ALG LI LAST TRAVERSED 175 FT SELY DEFLECTING RT 69 DEG 196 FT SWLY DEFLECTING RT 77 DEG 126 FT TO SD E R/W LI NLY ALG SD R/W LI TO POB OR 360 P 670 LESS MINERAL RIGHTS

2013 TAX ROLL

NICHOLSON JAMES W & PEGGY L 994 S FAIRFIELD DR 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.

MTAGCaz (Flor Anne Militar)

04/25/2014

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/	6163.000	09-4537-150	06/01/2012	
				BEG AT NE COR OF S1/2 OF
				LT 4 S ALG E LI OF LT 4
				381 5/10 FT W PARL WITH N
				LI OF S1/2 OF LT 4 941 FT
				CONT W ALG SAME LI 175 FT
				TO E R/W LI OF ST RD S289
				A (100 FT R/W) FOR POB E
				ALG LI LAST TRAVERSED 175
				FT SELY DEFLECTING RT 69
				DEG 196 FT SWLY DEFLECTING
				RT 77 DEG 126 FT TO SD E
				R/W LI NLY ALG SD R/W LI
				TO POB
				OR 360 P 670

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

LESS MINERAL RIGHTS

RT 77 DEG 126 FT TO SD E R/W LI NLY ALG SD R/W LI TO POB OR 360 P 670 LESS MINERAL RIGHTS

TAX COLLECTOR'S CERTIFICATION

Application Date/Number APR 25, 2014 140237

Linke Makuron

This is to certify that the holder listed below of Tax Sale Certificate Number 2012/ 6163.000, 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: 09-4537-150

Cert US BANK AS CUST FOR CAZ CREEK

Property NICHOLSON JAMES W & PEGGY L

Holder PO BOX 645132

LOCKBOX # 005132

CINCINNATI OH 45264

994 S FAIRFIELD DR

PENSACOLA FL 32506

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

BEG AT NE COR OF S1/2 OF LT 4 S ALG E LI OF LT 4 381 5/10 FT W PARL WITH N LI OF S1/2 OF LT 4 941 FT **CONT W ALG SAME LI 175 FT** TO E R/W LI OF ST RD S289 A (100 FT R/W) FOR POB E **ALG LI LAST TRAVERSED 175** FT SELY DEFLECTING RT 69 **DEG 196 FT SWLY DEFLECTING**

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/ 6163.000	06/01/2012	1,244.85	0.00	62.24	1,307.09

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/ 5602.000	06/01/2013	1,301.26	6.25	65.06	1,372.57

 Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or included (County) 	2,679.66
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	
3. Total of Current Taxes Paid by Tax Deed Applicant .{2013}	1,220.62
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	4,225.28
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.	52,073.00
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	1
TAX COLLEÇTOR OF Escambia County Tax Collector County	$M \cdot I$

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

Recorded in Public Records 06/30/2009 at 10:05 AM OR Book 6477 Page 1562, Instrument #2009043556, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00

	3479				-1.0		
orm 668 (Y)(c	-	Department of Notice		ederal Ta			\$10.00 DUE
ien Unit Phon	SSS/SELF EMPLO e: (800) 829-39	OYED AREA #3	Serial Nur	5584	50709	For Optional	Use by Recording Office
Code, we are have been as a demand for there is a lier property bekadditional pe	giving a notice sessed against the payment of thing in favor of the onging to this ta	that taxes (including following-named is liability, but it recommends that the united States on expayer for the analysis and costs that micholson	ing interd taxpaye emains u all prope nount of	est and pener. We have inpaid. Their erty and rightest taxes	alties) made refore, hts to		
tesidence		IRFIELD DR A, FL 32506-	6500				
unless notice	of the lien is refile following such dat	ORMATION: For ed by the date given in e, operate as a cert	n column	(e), this notice	e shall, lefined		
Kind of Tax (a)	Tax Period Ending (b)	identifying Numb		Date of sessment (d)	Re	eay for filing (e)	Unpaid Balance of Assessment (f)
1040	12/31/2007	XXX-XX-983(05/	12/2008	06/1	1/2018	619.21
Place of Filing	CLERK ESCAMI	OF CIRCUIT C BIA COUNTY COLA, FL 3259				Total	\$ 619.21
	as prepared and the day of Ju			MORE, MI)		, on this
Signature		ritchell	<u> </u>	Title ACS			23-00-000
for THERE	SA HARLEY			(800)	329-39	903	

Recorded in Public Records 06/27/2008 at 11:54 AM OR Book 6345 Page 1746, Instrument #2008048835, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$10.00

4811 Department of the Treasury - Internal Revenue Service Form 668 (Y)(c) **Notice of Federal Tax Lien** 10.00 DUE (Rev. February 2004) For Optional Use by Recording Office Area: Serial Number SMALL BUSINESS/SELF EMPLOYED AREA #3 Lien Unit Phone: (800) 829-3903 450386108 As provided by section 6321, 6322, and 6323 of the Internal Revenue Code, we are giving a notice that taxes (including interest and penalties) have been assessed against the following-named taxpayer. We have made a demand for payment of this Hability, but it remains unpaid. Therefore, there is a lien in favor of the United States on all property and rights to property belonging to this taxpayer for the amount of these taxes, and additional penalties, interest, and costs that may accrue. Name of Taxpayer JAMES W NICHOLSON Residence 994 S FAIRFIELD DR PENSACOLA, FL 32506-6500 IMPORTANT RELEASE INFORMATION: For each assessment listed below, unless notice of the lien is refiled by the date given in column (e), this notice shall, on the day following such date, operate as a certificate of release as defined in IRC 6325(a). Tax Period Last Day for **Unpaid Balance** Date of Kind of Tax **Identifying Number** Ending Assessment of Assessment Reffline (a) **(b)** (d) **(e) (f)** (c) 1040 12/31/2003 06/04/2007 XXX-XX-9830 07/04/2017 2571.10 1040 12/31/2004 XXX-XX-9830 05/28/2007 06/27/2017 2186.22 1040 12/31/2005 XXX-XX-9830 05/28/2007 06/27/2017 2032.82 1040 12/31/2006 XXX-XX-9830 05/12/2008 06/11/2018 10089.05 Place of Filing CLERK OF CIRCUIT COURT ESCAMBIA COUNTY İŝ 16879.19 Total PENSACOLA, FL 32595 BALTIMORE, MD This notice was prepared and signed at 12th day of _ 2008 Signature nitchell Title ACS 23-00-0008 for THERESA HARLEY (800) 829-3903

CAT. NO 60025X

BK: 5762 PG: 1766 Last Page

Exhibit "A"

A parcel of land in Government Lot 4, Section 21, Township 2 South, Range 31 Was 1, County, Florida described as follows: Commence at the Northeast corner of the South 1/2 of Government Lot 4, thence South along the East line of said Government Lot 4 a distance of 494.32 feet; thence deflect 89° 35' 54" right a distance of 904.52 feet to the Point of Beginning; thence deflect 78° 13' 00" right a distance of 48.00 feet; thence deflect 95° 18' 11" left a distance of 50.87 feet; thence deflect 90° 54' 49" left a distance of 10.00 feet; thence deflect 90° 00' 00" right a distance of 120.00 feet to a point on the East right of way line of Fairfield Drive-State Road #289-A (100' R/W), said point being on a non-tangent curve to the Northeast, having a radius of 1860.08 feet; thence deflect 98° 22' 15" left along a chord line a distance of 200.64 feet to a point on said curve; thence from said chord line deflect 99° 01' 04" left a distance of 120.00 feet; thence deflect 63° 60' 00" left a distance of 116.00 feet to a Point of Beginning.

MORTGAGE (Continued)

Loan No: 2921851

Page 7

additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Mortgage.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the indebtedness.

Rents. The word "Rents" means all present and future rents, revenues, income, Issues, royalties, profits, and other benefits derived from the Property.

EACH GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MORTGAGE, AND EACH GRANTOR AGREES TO ITS TERMS.

GRANTOR:

X PEGGAL/NICHOLSON

JAMES W NOLLOWSON

WITNESSES

X

Amas Ferreirs

Lifth I Bette Seffrey Betters

INDIVIDUAL ACKNOWLEDGMENT STATE OF FORM DIA | SS COUNTY OF FSeambia | SS The foregoing instrument was acknowledged before me this by PEGGY I. MICHOLSON, wife and husband, who are personelly known to me or who have produced | Signature of Person Tiking Acknowledgment) | Signature of Person Tiking Acknowledgment) | Signature of Acknowledger (sped, Printed or Stamped) | Signature of Acknowledger

MORTGAGE (Continued)

Loan No: 2921851

Page 6

GRANTOR AND LENDER VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT TO A JURY TRIAL WITH RESPECT TO SUCH DISPUTE TO THE FULLEST EXTENT ALLOWED BY LAW.

NOTICE: This agreement to arbitrate disputes limits or waives certain of Grantor's rights. With respect to Claims Grantor is agreeing to arbitrate pursuant to this Mortgage, Grantor is waiving Grantor's right to bring a court action, and Grantor is waiving the right to have a preceding. Discovery may be more limited by arbitration or by a court. Grantor cannot represent a class of claimmants in the arbitration arbitrator's award are more limited than in an appeal from a court proceeding, and the right and grounds to appeal from an may not be available in arbitration.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Mortgage:

Amendments. What is written in this Mortgage and in the Related Documents is Grantor's entire agreement with Lender concerning the matters covered by this Mortgage. To be effective, any change or amendment to this Mortgage must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Caption Headings. Caption headings in this Mortgage are for convenience purposes only and are not to be used to interpret or define the provisions of this Mortgage.

Governing Law. This Mortgage will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Florida without regard to its conflicts of law provisions. This Mortgage has been accepted by Lender in the

Choice of Venue. If there is a lawsuit, Grantor agrees upon Lender's request to submit to the jurisdiction of the courts of ESCAMBIA County, State of Florida.

Joint and Several Liability. All obligations of Grantor under this Mortgage shall be joint and several, and all references to Grantor shall mean each and every Grantor. This means that each Grantor signing below is responsible for all obligations in this Mortgage.

No Waiver by Lender. Grantor understands Lender will not give up any of Lender's rights under this Mortgage unless Lender does so in writing. The fact that Lender delays or omits to exercise any right will not mean that Lender has given up that right. If Lender does agree in writing to give up one of Lender's rights, that does not mean Grantor will not have to comply with the other provisions of this Mortgage. Grantor also understands that if Lender does consent to a request, that does not mean that Grantor will not have to get Lender's consent again if the situation happens again. Grantor further understands that just because Lender consents to one or more of Grantor's requests, that does not mean Lender will be required to consent to any of Grantor's future requests. Grantor waives presentment, demand for payment, protest, and notice of dishonor.

Severability. If a court finds that any provision of this Mortgage is not valid or should not be enforced, that fact by itself will not mean that the rest of this Mortgage will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Mortgage even if a provision of this Mortgage may be found to be invalid or unenforceable.

Merger. There shall be no merger of the interest or estate created by this Mortgage with any other interest or estate in the Property at any time held by or for the benefit of Lender in any capacity, without the written consent of Lender.

Successors and Assigns. Subject to any limitations stated in this Mortgage on transfer of Grantor's interest, this Mortgage shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Grantor, Lender, without notice to Grantor, may deal with Grantor's successors with reference to this Mortgage and the Indebtedness by way of forbearance or extension without releasing Grantor from the obligations of this Mortgage or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Mortgage.

Waive Jury. All parties to this Mortgage hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following words shall have the following meanings when used in this Mortgage:

Borrower. The word "Borrower" means PEGGY L NICHOLSON and JAMES W NICHOLSON and includes all co-signers and co-makers signing the Note.

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Mortgage in the events of default section of this Mortgage.

Grantor. The word "Grantor" means PEGGY L NICHOLSON and JAMES W NICHOLSON.

Guaranty. The word "Guaranty" means the guaranty from guarantor, endorser, surety, or accommodation party to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. The word "Improvements" means ell existing and future improvements, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

indebtadness. The word "Indebtedness" means all principal and interest payable under the Note and any amounts expended or advanced by Lender to discharge obligations of Grantor or expenses incurred by Lender to enforce obligations of Grantor under this Agreement, together with interest on such amounts as provided in this Agreement, and any and all other present or future, direct or contingent liabilities or indebtedness of any parson who signs the Note to the Lender of any nature whatsoever, whether classified as secured or unsecured, except that the word "Indebtedness" shall not include any debt subject to the disclosure requirements of the Federal Truth-In-Lending Act if, at the time such debt is incurred, any legally required disclosure of the lien afforded hereby with respect to such debt shall not have been made.

Lender. The word "Lender" means AmSouth Bank, its successors and assigns. The words "successors or assigns" mean any person or company that acquires any interest in the Note.

Mortgage. The word "Mortgage" means this Mortgage between Grantor and Lender.

Note. The word "Note" means the promissory note dated October 11, 2005, in the original principal amount of \$75,000.00 from Grantor to Lender, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement. The final maturity date of the Note is October 11, 2020.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Grantor, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and

Recorded in Public Records 10/27/2005 at 10:25 AM OR Book 5762 Page 1759, Instrument #2005437599, Ernie Lee Magaha Clerk of the Circuit Court Escambia County, FL Recording \$69.50 MTG Stamps \$262.50 Int. Tax \$150.00

WHEN RECORDED MAIL TO:

AmSouth Bank Attn: Staci Gant P.O. Box 830734 Birmingham, At. 35283

This Mortgage prepared by:

290185

Name: JAMIE ORTINO

Company: AmSouth Bank Address: P.O. Box 830721, Birmingham, AL 35283

20052351335410

MORTGAGE

THIS MORTGAGE dated October 11, 2005, is made and executed between PEGGY L NICHOLSON, whose address is 994 S FAIRFIELD DR, PENSACOLA, FL 32506 and JAMES W NICHOLSON, whose address is 994 S FAIRFIELD DR, PENSACOLA, FL 32506; wife and husband (referred to below as "Grantor") and AmSouth Bank, whose address is 70 South Blue Angel Parkway, Pensacola, FL 32526 (referred to below as "Lender").

GRANT OF MORTGAGE. For valuable consideration, Grantor mortgages to Lender all of Grantor's right, title, and interest in and to the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; all essements, rights of way, and appurtenances; all water, water rights, watercourses and ditch rights (including stock in utilities with ditch or irrigation rights); and all other rights, royalties, and profits relating to the real property, including without limitation all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in ESCAMBIA County, State of Florida:

See SCHEDULE A, which is attached to this Mortgage and made a part of this Mortgage as if fully set forth herein.

The Real Property or its address is commonly known as 996 S FAIRFIELD DR, PENSACOLA, FL 32506.

Grantor presently assigns to Lender ell of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS MORTGAGE, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE IN THE ORIGINAL PRINCIPAL AMOUNT OF \$75,000.00, THE RELATED DOCUMENTS, AND THIS MORTGAGE. THIS MORTGAGE IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Mortgage, Grantor shall pay to Lender all amounts secured by this Mortgage as they become due and shall strictly perform all of Grantor's obligations under this Mortgage.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain: Grentor shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lander in writing, (s) any breach or violation of any Environmental Laws. (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any environmental Laws. (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any environmental Laws. (a) no relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, storage, treat, dispose of or release any Hazardous Substance on, under, about or from the Property, and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinences, including without limitation all Environmental Laws. Grantor authorizes Lander and its agents to enter tipon the Property with this section of the Mortgage. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or any other person. The representations and tests are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other cests under any such laws; and (2) agrees to indemnity and charmless Lender spirit any and all claims, losses, ilabilities, damages, penal

Nulsance, Wasts. Grantor shall not cause, conduct or permit any nulsance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to

County, perso	(BIA	Joseph.	P. HARQ	ieg, jr _ An	D REAMO	R.G. MCOT		•
President and a corporation, duly authorise and deed.	Socretary of the	PAIR put and deck to some and	FIRIDI and that the alliand its o	KVESTIGHT. Iy an President Ibl to and exec	GORP and Secretary	of sald corpor	ration, and being	
FILES & RECORDS 48 FILES	B. Son St. A. S. A. C. A			My Commission Deed	in engines.	Z. 40.	De Composition de la composition della compositi	
STATE OF FLORID		A 00000A1		Cerporation War	Recove die	and remembed in Volume	4	

71 /2 out

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

Escambia County 12x P.O. Box 1312		
Pensacola, FL 32596	•	
	CERTIFICATION:	TITLE SEARCH FOR TDA
TAX DEED SALE DATE:	12-1-2014	
TAX ACCOUNT NO.: 0	9-4537-150	
CERTIFICATE NO.: _2	2012-6163	
In compliance with is a list of names agencies having leg	Section 197.256 and addresses of al interest in	, Florida Statutes, the following f those persons, firms and/or or claim against the above renced tax sale certificate is tion of tax deed sale.
YES NO		- 0 Por 12010 32521
X Notify Ci	ty of Pensacola	, P.O. Box 12910, 32521
Notify Es	scambia County,	190 Governmental Center, 32502
X Homestead	for <u>2013</u> tax	year.
James W. Nicholson Peggy L. Nicholson 994 S. Fairfield Dr. Pensacola, FL 32506	4 · +	Internal Revenue Service 400 W. Bay St., Ste 35045 Jacksonville, FL 32202-4437
Regions Bank formerly AmSouth Bank P.O. Box 830734 Birmingham, AL 35283		
cortified and deli	vered to Escamb	ia County Tax Collector,

this 10th day of September , 2014.

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.: 11503 September 8, 2014

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

- 1. That certain mortgage executed by James W. Nicholson and Peggy L. Nicholson, husband and wife in favor of Regions Bank formerly AmSouth Bank dated 10/11/2005 and recorded 10/27/2005 in Official Records Book 5762, page 1759 of the public records of Escambia County, Florida, in the original amount of \$75,000.00.
- 2. Tax Lien filed by IRS recorded in O.R. Book 6345, page 1746, and O.R. Book 6477, page 1562.
- 3. Taxes for the year 2011-2013 delinquent. The assessed value is \$105,708.00. Tax ID 09-4537-150.

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.: 11503

September 8, 2014

212S314301002001 - Full Legal Description

BEG AT NE COR OF S1/2 OF LT 4 S ALG E LI OF LT 4 381 5/10 FT W PARL WITH N LI OF S1/2 OF LT 4 941 FT CONT W ALG SAME LI 175 FT TO E R/W LI OF ST RD S289 A (100 FT R/W) FOR POB E ALG LI LAST TRAVERSED 175 FT SELY DEFLECTING RT 69 DEG 196 FT SWLY DEFLECTING RT 77 DEG 126 FT TO SD E R/W LI NLY ALG SD R/W LI TO POB OR 360 P 670 LESS MINERAL RIGHTS

Southern Guaranty Title Company

4400 Bayou Boulevard, Suite 13B

Pensacola, Florida 32503 Telephone: 850-478-8121 Facsimile: 850-476-1437 14-885

OWNERSHIP AND ENCUMBRANCE REPORT

File No.: 11503 September 8, 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 09-08-1994, through 09-08-2014, and said search reveals the following:

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

James W. Nicholson and Peggy L. Nicholson, 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

y: //// September 8, 2014

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: IRS COLLECTION ADVISORY GROUP [14-885] 400 W BAY STREET	B. Received by (Printed Name) D. Is delivery address different from tiping (*) If YES, enter delivery address below: 32202108
STE 35045 JACKSONVILLE FL 32202	3. Service Type Certified Mail Express Mail Registered Return Receipt for Merchandise Insured Mail C.O.D.
	4. Restricted Delivery? (Extra Fee)
2. Article Number 7008 18	30 0000 0244 4858
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	COMPLETE THIS SECTION ON DELIVERY A Signeture A Agent Addressee
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.	Received by (Printed Warne) C. Date of Delivery
1. Article Addressed to: REGIONS BANK FORMERLY AMSOUTH BANK [14-885]	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
PO BOX 830734 BIRMINGHAM AL 35283	3. Service Type Certified Mail Recurrence Return Receipt for Merchandise Insured Mail C.O.D. Restricted Delivery? (Extra Fee)
2. Article Number	0000 0244 4872
(Transfer from service label) 7008 1831	, 14 to 16 t

SENDER: COMPLETE THIS SEED	ION	COMPLETE THIS SE	CTION ON DEL	IVERY
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JAMES W NICHOLSON 994 S FAIRFIELD I		D. is delivery address if YES, enter delive		
PENSACOLA, FL 32	506 L	3. Service Type Certified Mail Registered Insured Mail	☐ C.O.D.	oipt for Merchandise
. Article Number	008 1830	4. Restricted Delivery	· · · · · · · · · · · · · · · · · · ·	☐ Yes
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Complete items 1, 2, and 3. Als item 4 if Restricted Delivery is complete. Print your name and address or so that we can return the card to Attach this card to the back of the or on the front if space permits. 1. Article Addressed to: PEGGY L NICHOLSON 994 S FAIRFIELD	o complete lesired. In the reverse o you. In mailpiece,	A. Signature X C B. Received by (Pr D. Is delivery addres if YES, enter deli 3. Service Type Certified Mail Registered insured Mail 4. Restricted Deliver	inted Name) is different from it very address bel Express M. Return Rec C.O.D.	Agent Address C. Date of Delive IO-3)-IC ern 1? Yes ow: No

Domestic Return Receipt

102595-02-M-1540



Restricted Delivery Fee (Endorsement Required)

Total Postage & Fees \$ 6.4

IRS COLLECTION ADVISORY GROUP 999

400 W BAY STREET

STE 35045

JACKSONVILLE FL 32202

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Street

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Total Postage & Fees

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32502-9998

PEGGY L NICHOLSON [14-885]

994 S FAIRFIELD DR

PENSACOLA, FL 32506

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. 06163, 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 S1/2 OF LT 4 S ALG E LI OF LT 4 381 5/10 FT W PARL WITH N LI OF S1/2 OF LT 4 941 FT CONT W ALG SAME LI 175 FT TO E R/W LI OF ST RD S289 A (100 FT R/W) FOR POB E ALG LI LAST TRAVERSED 175 FT SELY DEFLECTING RT 69 DEG 196 FT SWLY DEFLECTING RT 77 DEG 126 FT TO SD E R/W LI NLY ALG SD R/W LI TO POB OR 360 P 670 LESS MINERAL RIGHTS

SECTION 21, TOWNSHIP 2 S, RANGE 31 W

TAX ACCOUNT NUMBER 094537150 (14-885)

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

JAMES W NICHOLSON and PEGGY L NICHOLSON

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.

COMPT ROLL

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

STATE OF FLORIDA COUNTY OF ESCAMBIA

CERTIFICATE OF NOTICE OF MAILING NOTICE OF APPLICATION FOR TAX DEED

CERTIFICATE # 06163 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:

JAMES W NICHOLSON	PEGGY L NICHOLSON
994 S FAIRFIELD DR	
PENSACOLA, FL 32506	PENSACOLA, FL 32506

REGIONS BANK FORMERLY AMSOUTH BANK PO BOX 830734
BIRMINGHAM AL 35283

WITNESS my official seal this 30th day of October 2014.

COMPTRO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

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Personal Services:

PEGGY L NICHOLSON 994 S FAIRFIELD DR PENSACOLA, FL 32506

COMPTROLL

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

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COUNTRA

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Post Property:

994 S FAIRFIELD DR 32506

COMPTRO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

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Personal Services:

JAMES W NICHOLSON 994 S FAIRFIELD DR PENSACOLA, FL 32506

COUNT LOS

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE

Document Number: ECSO14CIV049506NON

Agency Number: 15-001266

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT NO 06163 2012

Attorney/Agent:
PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff:

RE: JAMES W NICHOLSON AND PEGGY L NICHOLSON

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Substitute

Received this Writ on 10/30/2014 at 9:38 AM and served same on JAMES W NICHOLSON , in ESCAMBIA COUNTY, FLORIDA, at 8:40 AM on 10/31/2014 by leaving a true copy of this Writ together with a copy of the initial pleadings, if any, with the date and hour of service endorsed thereon by me, at the within named individual's usual place of abode, with a person residing therein who is 15 years of age, or older, to wit: PEGGY NICHOLSON, WIFE, as a member of the household and informing said person of their contents.

DAVID MORGAN, SHERIFF ESCAMBIA COUNTY, FLORIDA

By:

G. FALLER JR., CPS

Service Fee:

\$40.00

Receipt No:

BILL

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Personal Services:

PEGGY L NICHOLSON 994 S FAIRFIELD DR PENSACOLA, FL 32506

COMPTRO

PAM CHILDERS CLERK OF THE CIRCUIT COURT ESCAMBIA COUNTY, FLORIDA

ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE

Document Number: ECSO14CIV049513NON

Agency Number: 15-001267

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT NO 06163 2012

Attorney/Agent:
PAM CHILDERS
CLERK OF COURT
TAX DEED

Plaintiff: RE: JAMES W NICHOLSON AND PEGGY L NICHOLSON

By:

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Individual

Received this Writ on 10/30/2014 at 9:39 AM and served same on PEGGY L NICHOLSON , at 8:40 AM on 10/31/2014 in ESCAMBIA COUNTY, FLORIDA, by delivering a true copy of this Writ together with a copy of the initial pleadings, if any, with the date and hour of service endorsed thereon by me.

DAVID MORGAN, SHERIFF

ESCAMBIA COUNTY, FLORIDA

G. FALLER JR., CPS

Service Fee: Receipt No: \$40.00

BILL

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Post Property:

994 S FAIRFIELD DR 32506



PAM CHILDERS
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY, FLORIDA

By:

ESCAMBIA COUNTY SHERIFF'S OFFICE ESCAMBIA COUNTY, FLORIDA

NON-ENFORCEABLE RETURN OF SERVICE

Document Number: ECSO14CIV049450NON

Agency Number: 15-001195

Court: TAX DEED
County: ESCAMBIA

Case Number: CERT NO 06163 2012

Attorney/Agent: PAM CHILDERS CLERK OF COURT TAX DEED

Plaintiff:

RE: JAMES W NICHOLSON AND PEGGY L NICHOLSON

Defendant:

Type of Process: NOTICE OF APPLICATION FOR TAX DEED

Received this Writ on 10/30/2014 at 9:36 AM and served same at 8:40 AM on 10/31/2014 in ESCAMBIA COUNTY, FLORIDA, by serving POST PROPERTY, the within named, to wit: , .

POSTED TO PROPERTY PER CLERKS OFFICE INSTRUCTIONS

DAVID MORGAN, SHERIFF

ESCAMBIA COUNTY, FLORIDA

By:

G. FALLER JR., CPS

Service Fee:

\$40.00

Receipt No:

BILL