

**TAX COLLECTOR'S CERTIFICATION**

This is to certify that the holder listed below of Tax Sale Certificate Number 2012/ 8113.000, 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:  
11-2550-186

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

**Property Owner** MARQUIS ONEIDA B  
1293 KNOLLWOOD DR  
CANTONMENT FL 32533-7972

LT 43 BLK D  
KNOLLWOOD S/D  
SEC 3/4 T 1N 31W  
OR 698 P 393  
PB 7 P 90 LESS MINERAL

**RIGHTS**

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/ 8113.000	06/01/2012	691.17	0.00	34.56	725.73

**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/ 7516.000	06/01/2013	711.72	6.25	35.59	753.56

1. Total of all Certificates in Applicant's Possession and Cost of the Certificates Redeemed by Applicant or included (County)	1,479.29
2. Total of Delinquent Taxes Paid by Tax Deed Applicant	
3. Total of Current Taxes Paid by Tax Deed Applicant .{2013}	655.81
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	2,460.10
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.	37,274.50
15. Total of Lines 12 thru 14 (Statutory Opening Bid)	
16. Redemption Fee	6.25
17. Total Amount to Redeem	

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

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

By

*[Signature]*

**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/ 8113.000	11-2550-186	06/01/2012	LT 43 BLK D KNOLLWOOD S/D SEC 3/4 T 1N 31W OR 698 P 393 PB 7 P 90 LESS MINERAL RIGHTS

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

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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:

<b>Certificate No.</b>	<b>Parcel ID Number</b>	<b>Date</b>	<b>Legal Description</b>
8113.0000	11-2550-186	06/01/2012	LT 43 BLK D KNOLLWOOD S/D SEC 3/4 T 1N 31W OR 698 P 393 PB 7 P 90 LESS MINERAL RIGHTS

**2013 TAX ROLL**  
MARQUIS ONEIDA B  
1293 KNOLLWOOD DR  
CANTONMENT, Florida 32533-7972

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

14-883

**OWNERSHIP AND ENCUMBRANCE REPORT**

File No.: 11513

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 09-084-1994, through 09-08-2014, and said search reveals the following:

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

Oneida B. Marquis and Francis G. Marquis, if alive

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

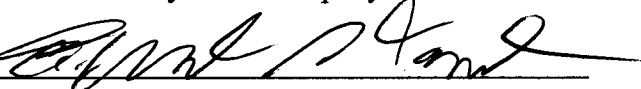
4. Taxes:

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 8, 2014

**OWNERSHIP AND ENCUMBRANCE REPORT  
LEGAL DESCRIPTION**

File No.: 11513

September 8, 2014

**Lot 43, Block D, Knollwood Subdivision, as per plat thereof, recorded in Plat Book 7, Page 90, of the Public Records of Escambia County, Florida**

**OWNERSHIP AND ENCUMBRANCE REPORT  
CONTINUATION PAGE**

File No.: 11513

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 Francis G. and Oneida B. Marquis in favor of Harvesters Federal Credit Union dated 12/09/2002 and recorded 12/13/2002 in Official Records Book 5030, page 1185 of the public records of Escambia County, Florida, in the original amount of \$50,000.00.
2. Possible Certificate of Delinquency filed by Deborah Dean against Francis Marquis recorded in O.R. Book 4558, page 707.
3. Taxes for the year 2011-2013 delinquent. The assessed value is \$75,667.00. Tax ID 11-2550-186.

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: rcsqt@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.: 11-2550-186

CERTIFICATE NO.: 2012-8113

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

- Notify City of Pensacola, P.O. Box 12910, 32521  
  Notify Escambia County, 190 Governmental Center, 32502  
  Homestead for 2013 tax year.

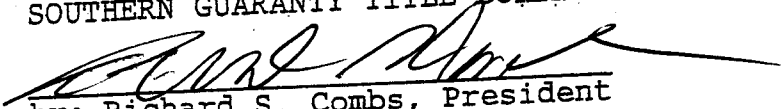
Oneida B. Marquis  
Francis G. Marquis (if alive)  
1293 Knollwood Dr.  
Cantonment, FL 32533

Deborah Dean  
c/o Clerk of Court  
1800 St. Mary Ave.  
Pensacola, FL 32501

Harvesters Federal Credit Union  
P.O. Box 5  
Cantonment, FL 32533

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.

62.10  
23.10  
6.10  
91.20

CORPORATION WARRANTY DEED

PREPARED BY: *Ronald X Metzger*  
METZGER & VIVIANO  
ATTORNEYS AT LAW  
305 S. CANAL ST.  
PENSACOLA, FLORIDA 32501

STREET 698 PAGE 393

State of Florida,

ESCAMBIA County

677 Knollwood Dr.

Know ALL MEN BY THESE PRESENTS, That the Clairmont Builders, Inc.

for and in consideration of Ten (\$10.00) Dollars and other good and valuable considerations

has receipt whereof is hereby acknowledged, does bargain, sell, convey and grant unto Francis B. Marquis and Oneida B. Marquis, husband and wife

its heirs, executors, administrators, and assigns, forever, the following described property, situate, being and lying in the County of Escambia State of Florida, to-wit:

Lot 43, Block "D", Knollwood Subdivision, being a portion of Sections 3 and 4, Township 1 North, Range 31 West, Escambia County, Florida, according to plat of Knollwood Subdivision on record in Plat Book 7, page 99 of the public records of said County.

There is expressly excepted from the warranties herein contained all easements and restrictions of record, if any, and the lien of ad valorem real property taxes for the year 1973 and subsequent years.

Together with all and singular the tenements, hereditaments and appurtenances thereto in anywise appertaining, free from all exemptions and right of homestead.

And the said corporation covenants that it is well seized of an indefeasible estate in fee simple in the said property, and has a good right to convey the same; that it is free from incumbrances, and that it, its successors and assigns, the said grantees, its heirs, executors, administrators and assigns, in the quiet and peaceable possession and enjoyment thereof, against all persons lawfully claiming the same, shall and will forever warrant and defend.

In WITNESS WHEREOF, the said corporation, grantor, in pursuance of due and legal action of its stockholders and Board of Directors, has executed these presents causing its name to be signed by its President, and its corporate seal to be affixed hereto this 16th day of May, A. D. 1973.

Witness my hand and seal as provided by the statutes of:

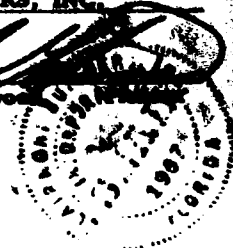
*Ronald X Metzger*  
*Francis B. Marquis*

CLAIRMONT BUILDERS, INC.

*Robert L. Gatwood*  
Robert L. Gatwood

ATTY:

Secretary





State of FLORIDA  
ESCAMBAR

Know all men by these presents, that \_\_\_\_\_  
County, \_\_\_\_\_  
knows to me to be the \_\_\_\_\_  
President and Secretary of \_\_\_\_\_  
a corporation, and acknowledged and defined the \_\_\_\_\_  
duly authorized by it, signed its name and official \_\_\_\_\_  
and deed.

Given under my hand and seal official this \_\_\_\_\_ day of \_\_\_\_\_

*[Signature]*  
My Commission \_\_\_\_\_

545324

FILED & RECORDED IN  
THE PUBLIC RECORDS BY  
ESCAMBAR CO. FLA. ON  
Nov 17 3 24 PM '78  
BY \_\_\_\_\_  
CLERK OF COUNTY

STATE OF FLORIDA

COUNTY \_\_\_\_\_

A CORPORATION  
TO \_\_\_\_\_

**Corporation Warranty Deed**

Records this \_\_\_\_\_ day of \_\_\_\_\_  
A. D. 19 \_\_\_\_\_  
at \_\_\_\_\_  
and recorded in Volume \_\_\_\_\_ Page \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_

28.50  
175

OR BK 5030 P61185  
Escambia County, Florida  
INSTRUMENT 2002-038292

MTG DOC STAMPS PD @ ESC CO \$ 175.00  
12/13/02 ERNIE LEE MAGANA, CLERK  
By: *Salie [Signature]*

PREPARED BY

Stonewall Title Group, LLC  
1306B East Cervantes Street  
Pensacola, Florida 32501

Instrument exempt from  
Class C Intangible Tax  
ERNIE LEE MAGANA, CLERK

WHEN RECORDED, MAIL TO

Stonewall Title Group, LLC  
1306B East Cervantes Street  
Pensacola, Florida 32501

SPACE ABOVE IS FOR RECORDER'S USE

### REVOLVING CREDIT MORTGAGE

THIS MORTGAGE CONTAINS A DUE-ON-SALE PROVISION AND SECURES INDEBTEDNESS UNDER A CREDIT AGREEMENT WHICH PROVIDES FOR A REVOLVING LINE OF CREDIT AND MAY CONTAIN A VARIABLE RATE OF INTEREST.

THIS MORTGAGE is made this 9th day of December, 2002  
between the Mortgagor, FRANCIS G. MARQUIS And ONEIDA B. MARQUIS, husband and wife

and the Mortgagee, Harvesters Federal Credit Union (herein "Borrower"),  
a corporation organized and existing under the laws of Florida  
whose address is P.O. Box 5, Cantonment, Florida 32533

(herein "Lender").

WHEREAS, Borrower is indebted to Lender as described in this paragraph;  
TO SECURE to Lender:

- (1) The repayment of all indebtedness due and to become due under the terms and conditions of the LOANLINER<sup>®</sup> Home Equity Plan Credit Agreement and Truth-in-Lending Disclosures made by Borrower and dated the same day as this Mortgage, and all modifications, amendments, extensions and renewals thereof (herein "Credit Agreement"). Lender has agreed to make advances to Borrower under the terms of the Credit Agreement, which advances will be of a revolving nature and may be made, repaid, and remade from time to time. Borrower and Lender contemplate a series of advances to be secured by this Mortgage. The total outstanding principal balance owing at any one time under the Credit Agreement (not including finance charges thereon at a rate which may vary from time to time, and any other charges and collection costs which may be owing from time to time under the Credit Agreement) shall not exceed Fifty Thousand Dollars and 00/100s (\$50,000.00). That sum is referred to herein as the Maximum Principal Balance and referred to in the Credit Agreement as the Credit Limit. The entire indebtedness under the Credit Agreement, if not sooner paid, is due and payable twelve (12) years from the date of this Mortgage.

- (2) The payment of all other sums advanced in accordance herewith to protect the security of this Mortgage, with finance charges thereon at a rate which may vary as described in the Credit Agreement.

- (3) The performance of the covenants and agreements of Borrowers herein contained;

BORROWER does hereby mortgage, grant and convey to Lender the following described property located in the County of Escambia, State of Florida:

Lot 43, Block "D", Knollwood Subdivision being a portion of Section 3 and 4, Township 1 North, Range 31 West, Escambia County, Florida, according to plat of Knollwood Subdivision on record in Plat Book 7, Page 90 of the public records of said County.

which has the address of 1293 Knollwood Drive  
Cantonment <sup>(City)</sup> Florida 32533 <sup>(Zip Code)</sup> (herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and fixtures, all of which shall be deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said property (or the leasehold estate if this Mortgage is on a leasehold) are hereinafter referred to as the "Property."

Complete if applicable:

This Property is part of a condominium project known as \_\_\_\_\_

This Property includes Borrower's unit and all Borrower's rights in the common elements of the condominium project.

This Property is in a Planned Unit Development known as \_\_\_\_\_

Borrower covenants that Borrower is lawfully seized 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Finance Charges and Other Charges.** Borrower shall promptly pay when due all amounts borrowed under the Credit Agreement, all finance charges and applicable other charges and collection costs as provided in the Credit Agreement.

2. **Funds for Taxes and Insurance.** Subject to applicable law, Lender, at Lender's option, may require Borrower to pay to Lender on the day monthly payments of principal and finance charges are payable under the Credit Agreement, until all sums secured by this Mortgage are paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Mortgage, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance and flood insurance, if applicable, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional Lender.

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Mortgage.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 22 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Mortgage.

**3. Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Credit Agreement and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, second, (in the order Lender chooses) to any finance charges, other charges and collection costs owing, and third, to the principal balance under the Credit Agreement.

**4. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including Borrower's covenants to make payments when due. Except to the extent that any such charges or impositions are to be paid to Lender under paragraph 2, Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and leasehold payments or ground rents, if any. Within five days after any demand by Lender, Borrower shall exhibit to Lender receipts showing that all amounts due under this paragraph have been paid when due.

**5. Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," floods, and such other hazards as Lender may require and in such amounts and for such periods as Lender may require. Unless Lender in writing requires otherwise, the policy shall provide insurance on a replacement cost basis in an amount not less than that necessary to comply with any coinsurance percentage stipulated in the hazard insurance policy, and the amount of coverage shall be no less than the Maximum Principal Balance plus the full amount of any lien which has priority over this Mortgage.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. All insurance proceeds are hereby assigned to Lender and shall be paid to Lender to the extent of all sums secured by this Mortgage, subject to the terms of any mortgage, deed of trust or security agreement with a lien which has priority over this Mortgage. Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restore or repair the Property, if it is economically feasible to do so.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.

**6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this Mortgage is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and the constituent documents.

**7. Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. Any amounts disbursed by Lender pursuant to this paragraph 7, with finance charges thereon, at the rate provided in the Credit Agreement, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. Any action taken by Lender under this paragraph shall not cure any breach Borrower may have committed of any covenant or agreement under this Mortgage. Borrower agrees that Lender is subrogated to all of the rights and remedies of any prior lienor, to the extent of any payment by Lender to such lienor.

**8. Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, to the extent of any indebtedness under the Credit Agreement, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence

proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 21 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Credit Agreement, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable under the Credit Agreement or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations or amendments with regard to the terms of this Mortgage or the Credit Agreement, without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

**12. Notice.** Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

**13. Governing Law; Severability.** The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Credit Agreement conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Credit Agreement which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage and the Credit Agreement are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

**14. Prior Mortgage or Deed of Trust; Modification; Future Advance.** Borrower shall not enter into any agreement with the holder of any mortgage, deed of trust or other security agreement which has priority over this Mortgage by which that security agreement is modified, amended, extended, or renewed, without the prior written consent of the Lender. Borrower shall neither request nor accept any future advance under a prior mortgage, deed of trust, or other security agreement without the prior written consent of Lender.

**15. Borrower's Copy.** Borrower shall be furnished a copy of the Credit Agreement and of this Mortgage at the time of execution or after recordation hereof.

**16. Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower may enter into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

**17. Waiver of Homestead Exemption.** Borrower hereby waives the benefit of the homestead exemption as to all sums secured by this Mortgage.

**18. Waiver of Statutes of Limitation.** Borrower hereby waives, to the full extent permitted by law, statutes of limitation as a defense to any demand or obligation secured by this Mortgage.

**19. 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.

**20. Notice of Transfer of the Property; Advances after Transfer.** Borrower shall give notice to Lender, as provided in paragraph 12 hereof, prior to any sale or transfer of all or part of the Property or any rights in the Property. Any person to whom all or part of the Property or any right in the Property is sold or transferred also shall be obligated to give notice to Lender, as provided in paragraph 12 hereof, promptly after such transfer.

Even if Borrower transfers the Property, Borrower will continue to be obligated under the Credit Agreement and this Mortgage unless Lender releases Borrower in writing. As a condition to Lender's consent to any proposed transfer or as a condition to the release of Borrower, Lender may require that the person to whom the Property is transferred sign an assumption agreement satisfactory to Lender and Lender may impose an assumption fee. The assumption agreement will not entitle the person signing it to receive advances under the Credit Agreement.

**21. Transfer of the Property.** Subject to applicable law, Lender shall have the right to accelerate, that is, to demand immediate payment in full of all sums secured by this Mortgage or Deed of Trust, if Borrower, without the written consent of Lender, sells or transfers all or part of the Property or any rights in the Property.

If Lender exercises the option to accelerate, Lender shall give Borrower notice of acceleration in accordance with paragraph 12 hereof. The notice shall provide a period of not less than 30 days from the date of the notice within which Borrower may pay the sums declared due. If Borrower fails to pay those sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 22 hereof.

**22. Default, Termination and Acceleration; Remedies.** Each of the following events shall constitute an event of default ("event of default") under this Mortgage: (1) Borrower commits fraud or makes a material misrepresentation in connection with this Mortgage or the Credit Agreement; (2) Borrower does not meet the repayment terms of the Credit Agreement; or (3) Borrower's action or inaction adversely affects the Lender's rights in the Property secured by this Mortgage. If an event of default occurs, then prior to exercising any right or remedy provided for in this Mortgage and prior to acceleration, Lender shall give notice to Borrower as provided in paragraph 12 hereof specifying: (1) the event of default; (2) the action required to cure such event of default; (3) a date, not less than 10 days from the date the notice is mailed to Borrower, by which such event of default must be cured; and (4) that failure to cure such event of default on or before the date specified in notice may result in acceleration of the sums secured by this Mortgage, foreclosure by judicial proceedings, and sale of Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of an event of default or any other defense of Borrower to acceleration and foreclosure.

If the event of default is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorneys' fees, court costs, and costs of documentary evidence, abstracts and title reports.

**23. Borrower's Right to Reinstate.** Notwithstanding Lender's acceleration of the sums secured by this Mortgage due to Borrower's default, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which would then be due under this Mortgage and the Credit Agreement had no acceleration occurred; (b) Borrower cures all events of default; (c) Borrower pays all reasonable expenses incurred by Lender in enforcing the covenants and agreements of Borrower contained in the Mortgage, and in enforcing Lender's remedies as provided in paragraph 22 hereof, including, but not limited to, reasonable attorneys' fees and court costs; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such payment and cure by Borrower, this Mortgage and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**24. Release.** This Mortgage secures a revolving line of credit and advances may be made, repaid, and remade from time to time, under the terms of the Credit Agreement. When Borrower (1) has paid all sums secured by this Mortgage and (2) has requested that the revolving line of credit be canceled, Lender shall discharge this Mortgage. To the extent permitted by law, Lender may charge Borrower a fee for such discharge and require Borrower to pay costs of recordation, if any.

**25. Attorneys' Fees.** As used in this Mortgage and in the Credit Agreement, "attorneys' fees" shall include attorneys' fees, if any, which may be awarded by an appellate court.

**REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE  
UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

**NOTICE TO BORROWER**

Do not sign this Mortgage if it contains blank spaces. All spaces should be completed before you sign.

Signed, sealed and delivered in the presence of:

X Melanie Cox  
Signature of Witness

Melanie Cox  
Name of Witness, Typed, Printed or Stamped

X [Signature]  
Signature of Witness

S. Avery Smith  
Name of Witness, Typed, Printed or Stamped

X  
Signature of Witness

Name of Witness, Typed, Printed or Stamped

X  
Signature of Witness

Name of Witness, Typed, Printed or Stamped

X Francis G. Marquis (Seal)  
Signature of Borrower

FRANCIS G. MARQUIS  
Name of Borrower, Typed, Printed or Stamped

X Oneida B. Marquis (Seal)  
Signature of Borrower

ONEIDA B. MARQUIS  
Name of Borrower, Typed, Printed or Stamped

X (Seal)  
Signature of Borrower

Name of Borrower, Typed, Printed or Stamped

X (Seal)  
Signature of Borrower

Name of Borrower, Typed, Printed or Stamped

STATE OF FLORIDA, ESCAMBIA County ss:

The foregoing instrument was acknowledged before me this 9th day of December, 2002 (date) by Francis G. Marquis and Oneida B. Marquis, who is personally known to me or who has produced Divers Luma as identification and who did (did not) take an oath.

[Signature]  
Signature of Person Taking Acknowledgment

Name of Acknowledger Typed, Printed or Stamped

Title or Name

Serial Number, if Any



(Space Below This Line Reserved For Lender and Recorder)

RCD Dec 13, 2002 11:48 am  
Escambia County, Florida

ERNIE LEE MAGAHA  
Clerk of the Circuit Court  
INSTRUMENT 2002-038292

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

RCD May 15, 2000 12:02 pm  
Escambia County, Florida

In Re: CASE NO.: 92-0023395-CJ  
CJ92-434

FILED & RECORDED

DEAN, DEBORAH

2000 MAY 10 P 3:20

Petitioner.

vs.

MARQUIS, FRANCIS  
718 ESCAMBIA AVE  
CANTONMENT, FL 32533  
Respondent.

CLERK  
COURT  
COURT  
FLORIDA  
  
Ernie Lee Magaha  
Clerk of the Circuit Court  
INSTRUMENT 00-733761

JUDGMENT/CERTIFICATE OF DELINQUENCY

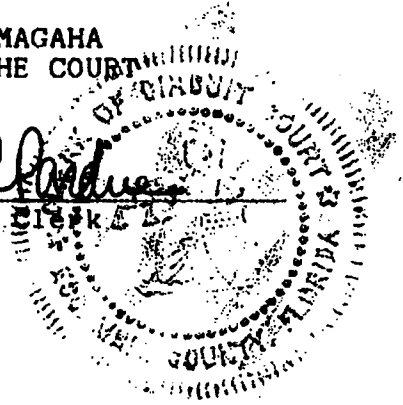
The undersigned, being the duly authorized and responsible local depository for court-ordered support payments pursuant to F.S. 61.181, in ESCAMBIA County hereby certifies that MARQUIS, FRANCIS has failed to pay into the depository the court-ordered support payment as mandated by the current Support Order in this cause. As of this date, the total support arrearage is \$14,094.28 balance at terms, not including any costs or fees.

I further certify that MARQUIS, FRANCIS was issued a Notice of Delinquency on 04/13/2000, and thirty (30) or more days having elapsed since the delinquent payment referenced above was due. Pursuant to F.S. 61.14 this Certificate evidences a Final Judgment by operation of law for all past due and future payments together with all applicable costs and fees as otherwise provided by law for which execution may issue and which has the full force, effect and attributes of a Judgment entered by a Court in the State of Florida.

Dated this 10th day of May, 2000.

ERNIE LEE MAGAHA  
CLERK OF THE COURT

By: *Misty L. Anderson*  
Deputy Clerk





**STATE OF FLORIDA  
COUNTY OF ESCAMBIA**

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

**CERTIFICATE # 08113 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:

ONEIDA B MARQUIS 1293 KNOLLWOOD DR CANTONMENT, FL 32533-7972	FRANCIS G MARQUIS 1293 KNOLLWOOD DR CANTONMENT, FL 32533
HARVESTERS FEDERAL CREDIT UNION PO BOX 5 CANTONMENT FL 32533	DEBORAH DEAN C/O CLERK OF COURT 1800 ST MARY AVE PENSACOLA FL 32501
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. 08113, 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:

**LT 43 BLK D KNOLLWOOD S/D SEC 3/4 T 1N 31W OR 698 P 393 PB 7 P 90 LESS MINERAL RIGHTS**

**SECTION 04, TOWNSHIP 1 N, RANGE 31 W**

**TAX ACCOUNT NUMBER 112550186 (14-883)**

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

**ONEIDA B MARQUIS**

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

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Emily Hogg  
Deputy Clerk

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### Post Property:

1293 KNOLLWOOD RD 32533



PAM CHILDERS  
CLERK OF THE CIRCUIT COURT  
ESCAMBIA COUNTY, FLORIDA

By:  
Emily Hogg  
Deputy Clerk

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### Personal Services:

**ONEIDA B MARQUIS**  
1293 KNOLLWOOD DR  
CANTONMENT, FL 32533-7972

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



By:  
Emily Hogg  
Deputy Clerk